College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final

City Council Regular

Thursday, March 22, 2018	**6:00 PM**	**City Hall Council Chambers**

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

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. 18-0202 Presentation, possible action, and discussion of minutes for:
• December 14, 2017 Amended Regular
• March 5, 2018 Workshop
• March 5, 2018 Regular

Sponsors: Smith

Attachments: RM030518 DRAFT Minutes.docx
WKSHP030518 DRAFT Minutes.docx
completed amended RM121417 DRAFT Minutes.docx

2b. 18-0165 Presentation, possible action, and discussion regarding a mutual aid interlocal agreement with the Texas A&M University System (Easterwood Airport) regarding Aircraft Rescue and Firefighting equipment response and use of the joint use fire station facility at Easterwood Airport.

Sponsors: McMahan

Attachments: 18-02-02 CLL CSXT TAMUS ARFF Mutual Aid.docx

2c. 18-0167 Presentation, possible action, and discussion regarding an interlocal agreement with the Texas A&M University System to operate Fire station 4 and provide aircraft rescue and firefighting services to Easterwood Airport.

Sponsors: McMahan

Attachments: 18-02-02 CLL CS TAMU ILA ARFF.docx

2d. 18-0169 Presentation, possible action, and discussion regarding the naming of the renovated/repurposed Arts Council Building.

Sponsors: Kelbly

Attachments: February 13, 2018 Minutes

Meyer_Resolution

2e. 18-0179 Presentation, possible action, and discussion of an agreement between the City and the Rotary Club of College Station and College Station Noon Lions Club for the development of the Fun For All Playground at Central Park.

Sponsors: Schmitz

Attachments: CS Fun For All Agreement-Rotary and Lions Clubs

2f. 18-0186 Presentation, possible action, and discussion regarding the approval of Contract 18300354, with Musco Sports Lighting, LLC, for athletic field LED lighting upgrades at Brian Bachmann Park soccer fields and Stephan C. Beachy Central Park softball fields for $1,080,892.

Sponsors: Schmitz

2g. 18-0191 Presentation, possible action, and discussion on an ordinance amending Chapter 16, “Fire Prevention and Protection,” Article III, “Fire Code,” Section 16-52 (3) of the Code of Ordinances of the City of College Station by allowing Fire and Law Enforcement Officials to temporarily suspend a certificate of occupancy for a twenty four hour period for overcrowding.

Sponsors: Dotson

Attachments: Ch 16 Fire Code IFC Amend 2-12-18.docx

2h. 18-0194 Presentation, possible action, and discussion to approve a resolution by the City Council of the City of College Station, Texas, directing publication of notice of intention to issue certificates of obligation, series 2018; and providing an effective date.

Sponsors: Leonard

Attachments: Notice Resolution (COCS CO Ser 2018) (ver 1) -CK

2018 Debt Issue 03.08.18.xlsx

2i. 18-0197 Presentation, possible action, and discussion on an ordinance temporarily amending Chapter 38 "Traffic and Vehicles", Section 38-1013 "Traffic Schedule XIII", "Temporary Speed Limits" by amending the posted speed limit on Holleman Drive South between Rock Prairie Road West and North Dowling Road to 30 mph during the Holleman Drive South Widening project.

Sponsors: Harmon

Attachments: Holleman Drive S. Temp Speed Limit

HollemanProjectLocationSpeed Reduction

2j. 18-0198 Presentation, possible action, and discussion regarding approval of an Interlocal Agreement with Wellborn Special Utility District for reimbursement of construction costs of Wellborn Waterline relocations necessary for the construction of the Holleman South Widening Project.

Sponsors: Harmon

Attachments: WSUD ILA Holleman

HollemanProjectLocation

2k. 18-0199 Presentation, possible action, and discussion regarding approval of Change Order No. 6 in the amount of $220,759.22 to the Lincoln Recreation Center construction contract (Contract No.16300432) with JaCody, Inc.

Sponsors: Harmon

Attachments: Lincoln Change Order 6 Signed

Project location map

2l. 18-0200 Presentation, possible action, and discussion regarding the renewal of landscape maintenance contracts to Green Teams, Inc. and Grassmasters for a total amount of $952,946.

Sponsors: Harmon

2m. 18-0201 Presentation, possible action, and discussion regarding a construction contract (Contract No. 18300238) between the City of College Station and Acklam Construction Company, Ltd. in the amount of $6,067,935 for the construction of the Larry J. Ringer Library Expansion Project.

Sponsors: Harmon

Attachments: Pricing Tabulation

2n. 18-0214 Presentation, possible action, and discussion approving a Resolution authorizing a License Agreement with Angel Hermanos, LTD., A Texas Limited Partnership regarding an approximately 300 square foot encroachment of a sign within the public utility easement located at the boundary of Lots 8R & 9R, Block 3, Phase 2, L.O. Ball Memorial Subdivision, according to the plat recorded in Volume 14401, Page 189 of the Official Records of Brazos County, Texas.

Sponsors: Cotter

Attachments: VICINITY MAP

LOCATION MAP

Resolution

Resolution Exhibit A-License Agreement.pdf

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. 18-0205 Public Hearing, presentation, possible action, and discussion regarding the annexation of approximately 65 acres located on the west side of the City, generally located in the vicinity of Rock Prairie Road West, Holleman Drive South, and North Graham Road.

Sponsors: Simms

Attachments: Map of Annexation Areas

Annexation Impacts - Summary Report

2. 18-0180 Public Hearing, presentation, possible action, and discussion regarding the award of Bid No. 18-030 to Apache Corporation for the lease of oil, gas, and related hydrocarbon mineral interests.

Sponsors: Nettles

3. 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.

4. 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 March 16, 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."

City Hall
1101 Texas Ave
College Station, TX 77840

Legislation Details (With Text)

File #:	18-0202 **Version:** 1	**Name:**	Minutes
Type:	Minutes	**Status:**	Consent Agenda
File created:	3/7/2018	**In control:**	City Council Regular
On agenda:	3/22/2018	**Final action:**	
Title:	Presentation, possible action, and discussion of minutes for: • December 14, 2017 Amended Regular • March 5, 2018 Workshop • March 5, 2018 Regular		
Sponsors:	Tanya Smith		
Indexes:			
Code sections:			
Attachments:	RM030518 DRAFT Minutes.pdf WKSHP030518 DRAFT Minutes.pdf completed amended RM121417 DRAFT Minutes.pdf		

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion of minutes for:
• December 14, 2017 Amended Regular
• March 5, 2018 Workshop
• March 5, 2018 Regular

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: *Due to an inadvertent switch between the discussions in items #'s 3 and 4 on the December 14, 2017, we are bringing back the amended minutes with the changes.*

Budget & Financial Summary: None

Attachments:
• December 14, 2017 Amended Regular
• March 5, 2018 Workshop
• March 5, 2018 Regular

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
MARCH 5, 2018

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Present:
Karl Mooney, Mayor

Council:
Bob Brick
Jerome Rektorik
Linda Harvell - absent
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

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 6:30 p.m. on Monday, March 5, 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.**

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Rektorik, the City Council voted six (6) for and none (0) opposed, to approve Councilmember Harvell's absence request. The motion carried unanimously.

Hear Visitors Comments

James Benham, College Station, came before Council to honor the service and sacrifice of Army 1st Lt. Simon Timothy Cox Jr.

CONSENT AGENDA

2a. Presentation, possible action, and discussion of minutes for:
- **February 15, 2018 Council Retreat**
- **February 22, 2018 Workshop Meeting**
- **February 22, 2018 Regular Meeting**

2b. Presentation, possible action, and discussion on a purchase order from Municipal Emergency Services for $124,325.24 purchasing a Hurst eDraulic Cutter, Ram, Spreader and other related emergency services equipment through the HGAC Purchasing Cooperative (Contract EE08-17).

2c. Presentation, possible action, and discussion regarding contract #18300287 with Weisinger Inc. for $213,657 to replace the pump assembly and motor for Well 7.

2d. Presentation, possible action, and discussion on Ordinance No. 2018-3992 amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1013 "Traffic Schedule XIII, Temporary Speed Limits of the Code of Ordinances by temporarily changing the posted speed limit on FM 2818 (Harvey Mitchell Parkway) between Mile Post 10.242 to Mile Post 11.642 from 60 mph to 50 mph during the FM 60 (Raymond Stotzer Parkway) Overpass Improvement Project managed by the Texas Department of Transportation.

2e. Presentation, possible action, and discussion concerning the passage and approval of Ordinance No. 2018-3993 of the City of College Station, Texas, approving a new Rate Review Mechanism (RRM) tariff to govern future annual rate filings by Atmos Mid-Tex.

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

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion regarding Ordinance No. 2018-3994 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 on approximately 4.5 acres of land located at 11990 Old Wellborn Road.

Rachel Lazo, Planning and Development, stated that the applicant has requested a rezoning for approximately 4.5 acres of land from R Rural 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 Rural, a zoning district for low density acreage home sites. The proposed zoning of General Commercial would better suit the current designation on the Comprehensive Plan for more intense uses. Water service will be served by Wellborn SUD. Sanitary Sewer service is available via an existing 12-inch sewer line that is along the rear of the tract and parallel to Cain Road. The subject tract is not in the floodplain per Firm Panel 48041C0305F, dated 4/2/2014. It is also in the Bee Creek's Drainage Basin, and will need to provide detention for any proposed increased impervious with future site development. Drainage and other public infrastructure required with site development shall be designed and constructed in accordance with the B/CS Unified Design Guidelines. All other infrastructure appear to have adequate capacity to serve the proposed rezoning.

The Planning & Zoning Commission heard this item at their February 15, 2018 meeting and voted unanimously to recommend approval. Staff also recommended approval.

At approximately 6:40 p.m., Mayor Mooney opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 6:40 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Moore, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2018-3994 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 on approximately 4.5 acres of land located at 11990 Old Wellborn Road. The motion carried unanimously.

2. Presentation, possible action, and discussion regarding an appointment to the Design Review Board.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Rektorik, the City Council voted six (6) for and none (0) opposed, to appoint Katherine Cabrera for position (D) to the Design Review Board. The motion carried unanimously.

6. 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.

Mayor Mooney requested a future Workshop Item on the ETJ and a possible increase to 5 miles.

Councilmember Rektorik requested a review of Unified Design Guidelines for Bryan and College Station.

7. Adjournment.

There being no further business, Mayor Mooney adjourned the Regular Meeting of the City Council at 6:42 p.m. on Monday, March 5, 2018.

____
Karl Mooney, Mayor

ATTEST:

____
Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
March 5, 2018

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Present:
Karl Mooney, Mayor

Council:
Bob Brick
Jerome Rektorik
Linda Harvell - absent
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

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 4:00 p.m. on Monday, March 5, 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, and §551.074-Personnel, the College Station City Council convened into Executive Session at 4:00 p.m. on Monday, March 5, 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. Consultation with attorney to receive legal advice; to wit:
- Legal advice regarding extension of the City's extraterritorial jurisdiction.
- Legal advice regarding charter amendment elections.

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

The Executive Session recessed at 5:11 p.m.

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

No action was taken.

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

No item for discussion.

5. Presentation, possible action, and discussion regarding an update on the Mitigation Bank initiative.

Alan Gibbs, Assistant Director of Water Services, provided an update on an environmental study that evaluated our three large well-field properties for their potential as Mitigation Banks. He explained that certain properties that have stream segments or wetlands can be used as Mitigation Banks, whereby environmental uplift is constructed on the property, and those improvements are sold as credits for construction projects elsewhere that disturb or destroy those same environmental aspects on those remote sites. Staff awarded a contract to Alan Plummer and Associates to perform an environmental study on our properties to determine what uplift is possible. The uplift study is complete and this presentation summarized the information shared with the US Army Corps of Engineers and related State regulatory agencies on March 1, 2018.

The following feedback was provided at the March 1, 2018 meeting concerning our potential as a Mitigation Bank:

- Well-suited for Stream Credits
- No other Mitigation Banks with Stream Credits in this Service Area
- Not well-suited for mitigation for impacts to Endangered Houston Toad habitat
- Recommend to adjust Service Area to stay within Fort Worth District boundary
- Aquatic resources on boundaries need to be addressed

Staff recommended that we seek proposals from Mitigation Bankers. There is minimal efforts to proceed to seek proposals and a final decision would be made after review of all proposals received.

Council directed staff to move forward with seeking proposals from Mitigation Bankers.

6. <u>Presentation, possible action, and discussion relating to receiving the annual audit reports and Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2017.</u>

Mary Ellen Leonard, Director of Fiscal Services, noted that the City's budgetary policies require that the auditor jointly review the management letter and audit results with the Council within 30 days of receipt by the staff. The City's overall net position is $569,605,505. The net investment in Capital Assets is $414,241,813.

Jimmy Ingram, Ingram, Wallis & Associates, presented the results of the fiscal year 2017 audit and the 2017 CAFR and noted that the Council can take great pride in the City's financial statements.

MOTION: Upon a motion made by Councilmember Rektorik and a second by Councilmember Nichols, the City Council voted six (6) for and none (0) opposed, to accept the CAFR and the Compliance and Single Audit reports. The motion carried unanimously.

7. <u>Presentation, possible action, and discussion regarding two synthetic fields at Veterans Park and Athletic Complex.</u>

Donald Harmon, Director of Public Works, presented an overview two synthetic fields at Veterans Park and Athletic Complex. The initial bid of these synthetic fields did not account for drainage which must be addressed during the construction phase of the project. Studies have been made and staff has attempted to find areas to decrease the cost of the project. Staff has identified two options for the consideration of Council:

- Option 1 - Base bid includes 2 synthetic fields, lighting, and parking lot
- Option 2 - Base bid includes 4 bid alternates, the included restroom, walkways, bleacher pads, and shade structures.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember brick, the City Council voted six (6) for and none (0) opposed, to recommend Option 2 that includes 4 bid alternates, the included restroom, walkways, bleacher pads, and shade structures in the amount of $1.55 of HOT tax funds. The motion carried unanimously.

11. <u>Council Calendar</u>

Council reviewed the calendar.

12. 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.

Councilmember Benham reported on the BVWACS.

Councilmember Nichols reported on the Brazos County Health Dept.

Mayor Mooney reported on the IGC, RVP, and Transportation and Mobility Committee.

13. Adjournment

There being no further business, Mayor Mooney adjourned the workshop of the College Station City Council at 6:21 p.m. on Monday, March 5, 2018.

____
Karl Mooney, Mayor

ATTEST:

____
Tanya Smith, City Secretary

AMENDED MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
DECEMBER 14, 2017

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

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 6:25 p.m. on Thursday, December 14, 2017 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 Specialist Chad Hayden Drake.

CONSENT AGENDA

2a. Presentation, possible action, and discussion of minutes for:
- **November 20, 2017 Workshop Meeting**
- **November 20, 2017 Regular Meeting**

2b. Presentation, possible action, and discussion regarding adoption of the 2018 Annual Council Calendar.

2c. **Presentation, possible action, and discussion on a purchase agreement for eight (8) new Zoll Medical X Series Manual Monitors / Defibrillators for $239,228.80 and presentation, possible action, and discussion on a three-year (3) extended warranty contract (18300163) for the Zoll Medical X Series Manual Monitors / Defibrillators for $20,995.**

2d. **Presentation, possible action, and discussion regarding the renewal of four master agreements for real estate appraisal services: Atrium Real Estate Services (Contract No. 16300131) not to exceed $30,000; CBRE, Inc. (Contract No. 16300132) not to exceed $30,000; JLL Valuation & Advisory Services, LLC (Contract No. 16300133) not to exceed $30,000; and S.T. Lovett & Associates (Contract No. 16300134) not to exceed $30,000 and authorizing the City Manager or his delegate to approve service orders for each project within the terms of each master agreement.**

2e. **Presentation, possible action, and discussion regarding approval of the renewal of Contract No. 17300107 (ITB No. 17-010) to DIJ Construction Incorporated of Bertram, Texas in an amount not to exceed $250,000 for annual pavement markings and striping of roadways.**

2f. **Presentation, possible action, and discussion regarding bid award (Bid No. 18-003) for the purchase of cement stabilized material with BPI Materials, LLC for an amount not to exceed $286,650 and the rejection of all bids submitted in response to Bid No. 17-061.**

2g. **Presentation, possible action, and discussion regarding approval of a construction contract (Contract No. 18300194) with Hassell Construction Company, Inc. in the amount of $3,702,400.50 for the construction of the Francis Drive Rehabilitation Project.**

2h. **Presentation, possible action, and discussion regarding construction contract 18300153 with Quality Works Construction, Inc. in the amount of $243,965 for the construction of a security fence at 300 William King Cole Dr. and the rejection of Bid No. 17-042.**

2i. **Presentation, possible action, and discussion regarding approval of a construction contract (Contract No. 18300143) with Larry Young Paving in the amount of $6,006,662.91 for the construction of the University Drive Pedestrian Improvements Project.**

2j. **Presentation, possible action, and discussion on Resolution No. 12-14-17-2j authorizing the City Manager to execute and approve all contract documents and approve all expenditures totaling $11,286,998 for all employee benefits for 2018 and presentation, possible action, and discussion for entering into contract with Cigna for stop loss reinsurance for calendar year 2018.**

2k. **Presentation, possible action, and discussion regarding the ratification of additional expenditures up to $187,500 to pay current and future invoices under the current term contract, for the purchase of diesel fuel and gasoline with Brenco Marketing bringing the total annual estimated expenditures to $1,087,000.**

2l. **Presentation, possible action, and discussion on renewing the annual contract for gasoline and diesel fuel (Contract #15-006) with Brenco Marketing Corporation (Bryan, TX) for one (1) year; and authorize the annual estimated expenditures of $1,400,000.**

2m. **<u>Presentation, possible action, and discussion regarding adoption of Resolution No. 12-14-17-2m repealing Resolution No. 6-12-2003-8.15 concerning administration of the City's contract forms, delegating authority to the City Attorney to administer the City's contract forms, and providing for a periodic legal compliance review of the City's contract forms.</u>**

2n. **<u>Presentation, possible action, and discussion of Ordinance No. 2017-3963 amendment to Chapter 38, "Traffic and Vehicles," Article 2, "Stopping, Standing, and Parking," Division 1 "Generally", Section 38-42 "General Prohibitions" (A) and Division 2 "Administrative Adjudication of Parking Violations," Section 38-79 "Civil Fines, Costs, and Fees", (d) of the Code of Ordinances of the City of College Station, Texas amending certain sections relating to civil parking offenses and civil parking fines.</u>**

2o. **<u>Presentation, possible action, and discussion on a five (5) year Inter-local Agreement establishing the Community Emergency Operations Center staffed Brazos County, College Station, Bryan, and Texas A&M University and contracting for equal sharing of facility rental costs. The total cost for one fourth of the CEOC facility rental payments to the City of College Station is $340,695.90 over the five (5) year term.</u>**

2p. **<u>Presentation, possible action, and discussion concerning the City Internal Auditor's Examination Engagement of the Research Valley Partnership.</u>**

2q. **<u>Presentation, possible action, and discussion regarding the award of Bid 18-024 to Midsun Group, Inc. in the amount of $112,037.50 for the purchase of substation distribution bus Wildlife Protection Equipment (insulation materials) to reduce substation outages resulting from wildlife contact with energized equipment and buswork within City of College Station electric power substations.</u>**

2r. **<u>Presentation, possible action, and discussion regarding consent to the partial assignment of the July 9, 2015, Infrastructure and Economic Development Agreement between the City and College Station Town Center, L.P.</u>**

2s. **<u>Presentation, possible action, and discussion regarding Change Order No. 1 to contract 17300411 with Pierce Goodwin Alexender & Linville, Iinc. (PGAL) increasing the design contract for the renovations of the Arts Council building located on Dartmouth Drive by $33,925 for a new contract total of $126,425 which will allow for the addition of Civil Engineering Services provided by Kimley-Horn and Associates, Inc.</u>**

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 approve the Consent Agenda. The motion carried unanimously.

REGULAR AGENDA

1. **<u>Public Hearing, presentation, possible action, and discussion on Resolution No. 12-14-17-01 that establishes the City Council determination that the use of parkland and greenway is allowable and that no other feasible or prudent alternative exists for a City of College Station Public Utility Easement to run a wastewater trunk line and other public utilities for the City of College Station and the proposed College Station Town Center development, and that all</u>**

<u>reasonable planning measures have been taken to minimize the harm to such parkland and greenway areas.</u>

Dave Coleman, Director of Water Services, presented this item that will establish a City of College Station Public Utility Easement on parkland and greenway property, needed for the development of College Station Town Center, as well as other areas on the north and west sides of the City. The route on parkland and greenway property is the only feasible route for the utility easement, since the parkland and greenway property is located directly between the developer's property and the sewer trunk line along William D. Fitch Parkway. The site will be restored to original condition, including the hike and bike path.

At approximately 6:41 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 6:41 p.m.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Rektorik, the City Council voted seven (7) for and none (0) opposed, to adopt Resolution No. 12-14-17-01 that establishes the City Council determination that the use of parkland and greenway is allowable and that no other feasible or prudent alternative exists for a City of College Station Public Utility Easement to run a wastewater trunk line and other public utilities for the City of College Station and the proposed College Station Town Center development, and that all reasonable planning measures have been taken to minimize the harm to such parkland and greenway areas. The motion carried unanimously.

2. <u>Public Hearing, presentation, possible action, and discussion regarding Ordinance No. 2017-3964 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 on approximately 2.2 acres being a portion of Lot 1, Block 1, Jackson Estates, Phase One, and being generally located at 3747 Rock Prairie Road West.</u>

Alaina Helton, Planning and Development, stated that the applicant has requested an amendment to the existing Concept Plan, specifically the 0.8 acre preserve area, in order to mitigate unpermitted clearing that took place in this area. She explained that 0.31 acres of this preserve area was disturbed and several trees and bushes were removed. The applicant is now proposing to amend the Concept Plan to propose additional plantings to mitigate the landscaping that was removed from the preserve area. The proposed Landscape Plan would provide native canopy trees and shrubs to reforest this area. Staff has reviewed this plan and finds that the proposed landscaping is adequate and will help restore this area to its previous state once the landscaping is fully mature.

The Planning and Zoning Commission heard this item at their November 16th meeting and voted 6-0 to recommend approval of the request.

The applicant spoke.

At approximately 6:48 p.m., Mayor Mooney opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 6:48 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. 2017-3964 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 on approximately 2.2 acres being a portion of Lot 1, Block 1, Jackson Estates, Phase One, and being generally located at 3747 Rock Prairie Road West. The motion carried unanimously.

3. <u>Public Hearing, presentation, possible action, and discussion regarding Ordinance No. 2017-3965 amending the Comprehensive Plan - Future Land Use & Character Map from Business Park to Urban for approximately 11 acres generally located at 8822 Burgess Lane and near the east intersection of State Highway 47 and Raymond Stotzer Parkway.</u>

Jenifer Paz, Planning and Development, stated that applicant has requested an amendment to the Comprehensive Plan's Future Land Use and Character Map from Business Park to Urban in order to request a rezoning that would allow for a multi-family land use. This property falls within the Presidential Corridor Gateway District that is intended for the development of for businesses such as research and development, office, and light industrial, which build upon the assets in the area and protect and enhances this primary gateway into the City. She stated that the requested change may have significant impacts on adjacent~~ly~~ zoned properties, such as incompatibilities with existing industrial office developments, and ~~is~~ the overall future land uses in the vicinity by reducing the availability of land to serve as one of the City's employment growth areas.

Land Use History:

- 2011 – ILA with City of Bryan resulting in significant infrastructure investments; adoption of BioCorridor Planned Development District
- 2013 – Initiation of small area study for vicinity to consider land use
- 2014 – City Council and P&Z expressed thoughts & concerns on land use
- 2015 – City Council Economic Development Committee provided direction to maintain Business Park land use outside BioCorridor & consider amendments case-by-case

This amendment to the comp plan must be approved if the following item for a rezoning is to be approved.

The Planning and Zoning Commission heard this item at their September 16th meeting and voted unanimously to recommended approval. Staff recommended denial.

The applicant spoke.

At approximately 7:34 p.m., Mayor Mooney opened the Public Hearing.

Max E. Brand, Navasota, represents the owners of the property. He stated that the owners are in agreement with restrictions and support approving the item.

There being no further comments, the Public Hearing was closed at 7:36 p.m.

MOTION: Upon a motion made by Councilmember Moore and a second by Councilmember Rektorik, the City Council voted five (5) for and two (2) opposed, with Councilmember Brick and Harvell voting against, to adopt Ordinance No. 2017-3965 amending the Comprehensive Plan - Future Land Use & Character Map from Business Park to Urban for approximately 11 acres generally located at 8822 Burgess Lane and near the east intersection of State Highway 47 and Raymond Stotzer Parkway. The motion carried.

4. Public Hearing, presentation, possible action, and discussion regarding Ordinance No. 2017-3966 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 and R Rural to PDD Planned Development District on approximately 11 acres at 8822 Burgess Lane and near the intersection of State Highway 47 and Raymond Stotzer Parkway.

Jenifer Paz, Planning and Development, stated that this request is to rezone approximately 11 acres from PDD Planned Development District and R Rural to PDD Planned Development District. There is a current PDD Planned Development District located on approximately 5.5 acres of the subject property that allows specific GC General Commercial land uses in addition to all uses allowed in BP Business Park. This request is to extend that PDD onto an additional 5.5 acres that are currently zoned R Rural. In addition, the applicant is seeking to modify the existing PDD to change the base zoning district from BP Business Park to GC General Commercial, and to allow for multi-family and extended care/facility/convalescent/nursing home uses and mixed-use structures. The proposed Concept Plan includes the list of proposed allowable uses-specific GC General Commercial uses, all uses in BP Business Park and specific residential uses. The development will follow all requirements of GC General Commercial zoning district with buildings ranging in height from 20 feet to 72 feet following the Easterwood Airport height restrictions. In an effort to accommodate as much flexibility as possible, the applicant has chosen to not identify the location of land uses of the Concept Plan. The 11 acres may be only one, or a mixture, of any of the allowable uses.

The Planning and Zoning Commission heard this item at their November 16th meeting and voted unanimously to recommended approval. Staff recommends denial of the rezoning. Staff is supportive of the extension of the existing PDD onto neighboring tracts but does not support the proposal to include residential uses into the PDD.

The applicant spoke.

At approximately 7:57 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:57 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Rektorik, the City Council voted five (5) for and two (2) opposed, with Councilmember Brick and Harvell voting against, to adopt Ordinance No. 2017-3966 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 and R Rural to PDD Planned Development

District on approximately 11 acres at 8822 Burgess Lane and near the intersection of State Highway 47 and Raymond Stotzer Parkway, with the condition that language is added to the end of Exhibit B as follows: 2. Multifamily shall not be permitted in that portion of the property located within the current and future DNL contour as described in the attached.. The motion carried unanimously.

5. Public Hearing, presentation, possible action, and discussion regarding Ordinance No. 2017-3967 amending Appendix A, "Unified Development Ordinance," Section 2.2 "Planning & Zoning Commission", Section 2.8 "Administrator", Section 2.12 "Summary of Review Authority", Section 3.2 "General Approval Procedures", and Section 3.4 "Plat Review" of the Code of Ordinances of the City of College Station related to the review authority and processing of preliminary plans.

Lance Simms, Director of Planning and Development Services, stated that this item originated with the 2017 Planning & Zoning Commission's Plan of Work and helps streamline the development review process by allowing Preliminary Plans to be approved administratively unless the applicant is seeking a waiver or discretionary item. He also stated that this is part of an ongoing effort to review and streamline the development approval process. On August 30th, staff hosted two public meetings to solicit feedback on proposed changes to the Unified Development Ordinance, including preliminary plans.

Summary of Changes

- Preliminary Plans approved administratively (by City staff) unless applicant is seeking a waiver or action on discretionary item
- Streamlined/updated information required with application (detailed survey data for proposed streets or lots, hard copies, etc.)
- Previously approved waivers do not have to be approved again with amendments to Preliminary Plan

UDO Sections

- Section 2.2 "P&Z Commission Powers and Duties
- Section 2.8 "Administrator"
- Section 2.12 "Summary of Review Authority"
- Section 3.2 "General Approval Procedures"
- Section 3.4 "Plat Review"

The Planning and Zoning Commission heard this item at their September 16th meeting and voted unanimously to recommended approval.

At approximately 8:11 p.m., Mayor Mooney opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:11 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. 2017-3967 amending Appendix A, "Unified Development Ordinance," Section 2.2 "Planning & Zoning Commission", Section 2.8 "Administrator", Section 2.12 "Summary of Review Authority", Section 3.2 "General Approval Procedures", and Section 3.4 "Plat Review" of the Code of Ordinances of the City of College Station related to the review authority and processing of preliminary plans. The motion carried unanimously.

6. <u>Presentation, possible action, and discussion regarding the appointment of Councilmembers to boards and commissions.</u>

The following appointments were made:

- Architectural Advisory Committee: Bob Brick, Linda Harvell and James Benham
- Art Council of the Brazos Valley: Bob Brick
- Audit Committee: James Benham
- Blinn College Brazos County Advisory Committee: Bob Brick (Alternate)
- Brazos County Health Department: John Nichols
- BV Community Emergency Operations Center Policy: Linda Harvell (Alternate)
- BV Council of Governments Intergovernmental Committee: Bob Brick
- Bryan/College Station MPO: John Nichols
- Compensation and Benefits: Bob Brick
- Council Transportation Committee: Linda Harvell (Chair) and Bob Brick
- Economic Development: Barry Moore and John Nichols
- Regional Transportation Committee for Council of Governments: Bob Brick (Chair)
- Research Valley Partnership: Jerome Rektorik
- Spring Creek Local Government Corporation: John Nichols (Council) and Julie Schutz (Citizen Member)

7. <u>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.</u>

Councilmember Brick requested update on Comprehensive Plan.

8. <u>Adjournment.</u>

There being no further business, Mayor Mooney adjourned the Regular Meeting of the City Council at 8:22 p.m. on Thursday, December 14, 2017.

____
Karl Mooney, Mayor

ATTEST:

____
Tanya Smith, City Secretary

City Hall
1101 Texas Ave
College Station, TX 77840

College Station, TX

Legislation Details (With Text)

File #:	18-0165 **Version:** 1	**Name:**	ARFF Mutual Aid ILA
Type:	Presentation	**Status:**	Consent Agenda
File created:	2/20/2018	**In control:**	City Council Regular
On agenda:	3/22/2018	**Final action:**	
Title:	Presentation, possible action, and discussion regarding a mutual aid interlocal agreement with the Texas A&M University System (Easterwood Airport) regarding Aircraft Rescue and Firefighting equipment response and use of the joint use fire station facility at Easterwood Airport.		
Sponsors:	Jonathan McMahan		
Indexes:			
Code sections:			
Attachments:	18-02-02 CLL CSXT TAMUS ARFF Mutual Aid.pdf		

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding a mutual aid interlocal agreement with the Texas A&M University System (Easterwood Airport) regarding Aircraft Rescue and Firefighting equipment response and use of the joint use fire station facility at Easterwood Airport.

Relationship to Strategic Goals:

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

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

Summary: The Agreement will allow for College Station Fire to use the ARFF vehicle for mutual aid response.

Budget & Financial Summary:

Attachments: Contract 18300338

2018-2023 AIRCRAFT RESCUE AND FIRE FIGHTING MUTUAL AID AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND TEXAS A&M UNIVERSITY

This Interlocal Agreement ("Agreement") is effective as of the 1st day of February, 2018, and is made by and between THE TEXAS A&M UNIVERSITY SYSTEM**,** (hereafter referred to as "TAMUS") a member of THE TEXAS A&M UNIVERSITY SYSTEM, an agency of the State of Texas, and THE CITY OF COLLEGE STATION (hereafter referred to as "COLLEGE STATION"), a Texas Home Rule Municipal Corporation.

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

WHEREAS, the Board of Regents of The Texas A&M University System owns Easterwood Airport located in College Station, Brazos County, Texas; and

WHEREAS, TAMUS has designated the management, operation and control of Easterwood Airport to Easterwood Airport Management (hereafter referred to as "EAM"); and

WHEREAS, COLLEGE STATION and TAMUS are committed to the promotion of the safety and health of all persons in the community within the bounds of fiscal responsibility; and

WHEREAS, Easterwood Airport's location in the city limits of College Station strategically places Easterwood Airport as an ideal locale for the establishment of a fire station facility for the joint use of TAMUS and COLLEGE STATION; and

WHEREAS, Interlocal Agreements between TAMUS and COLLEGE STATION exists; and

WHEREAS, TAMUS and COLLEGE STATION have a desire to the use of (ARFF) vehicles for emergency response outside of the airport; and

NOW, THEREFORE, in consideration of the recitals and mutual covenants made by TAMUS and COLLEGE STATION to be respectively kept and performed, the parties agree as follows:

SECTION I
PURPOSE OF AGREEMENT

1.1 The purpose of this Agreement is to establish the responsibilities of EAM and COLLEGE STATION regarding Aircraft Rescue and Fire Fighting ("ARFF") equipment use, operational responsibilities, command and control of the joint use fire station facility at Easterwood Airport, and the term of this Agreement.

SECTION II
DEFINITIONS

2.1 Throughout this Agreement, the following words and phrases have the following meanings unless the context clearly indicates otherwise:

a. **Airport** – Easterwood Airport, which is owned by The Texas A&M University System and operated by EAM.

b. **ARFF** – Aircraft Rescue and Fire Fighting.

c. **Airport Liaison –** An EAM employee or agent trained to FAA standards, knowledgeable of Airport rules and regulations, and knowledgeable of the Aircraft Rescue and Fire Fighting functions to be performed pursuant to current Interlocal Agreement..

d. **COLLEGE STAION Liaison –** A City of College Station employee or agent trained to city standards and knowledgeable of the Aircraft Rescue and Fire Fighting functions to be performed pursuant to current Interlocal Agreement.

e. **ARFF Vehicles** – Aircraft Rescue and Fire Fighting vehicles with associated equipment owned by TAMUS and specifically designed for the purpose of providing Aircraft Rescue and Fire Fighting capabilities.

f. **COLLEGE STATION** – the City of College Station, Texas.

g. **TAMUS** – The Texas A&M University System.

h. **Emergency Alert** – Emergency conditions as defined in the Easterwood Airport Emergency Plan.

i. **Emergency Plan** – The Easterwood Airport Emergency Plan currently in effect or as may be amended by mutual consent of EAM and COLLEGE STATION**.**

j. **Fire Department –** the College Station Fire Department.

k. **Fire Fighting Agents –** A generic term used for materials such as water, foam, dry chemical, or carbon dioxide used for the extinguishment of fires.

l. **Fire Station –** the land, facility and equipment.

m. **FAA** – Federal Aviation Administration of the United States, or any federal agency succeeding to its jurisdiction or function.

n. **Incident Command –** A standardized organizational structure used to command and control tactical operations needed to standardize an incident. The concept is further defined in the emergency plan.

o. **Joint-Use Operational Expenses –** All ordinary, direct, and reasonable expenses of operating the Fire Station, other than capital expenditures.

p. **Operator's Maintenance –** Common maintenance such as noting obvious vehicle defects or malfunctions, checking operating fluid levels checking tire air pressure, etc. to ensure equipment is maintained in a state of readiness.

q. **Organizational Maintenance –** Skilled maintenance such as those commonly performed by a technician or mechanic.

r. **Rules and Regulations –** Rules and regulations adopted or that may be jointly adopted by EAM and COLLEGE STATION**,** for the operation, maintenance and administration of the Fire Station.

s. **Unified Command System –** A shared command function consisting of the COLLEGE STATION Incident Commander or designee and EAM Director of Aviation or designee, as further defined in the Emergency Plan.

SECTION III
TERM OF AGREEMENT

3.1 The term of this Agreement will be from 8:00 A.M., on the 1st day of February, 2018 to 12:00 P.M., on the 31st day of January, 2023. This Agreement may be renewed under such terms and conditions as TAMUS and COLLEGE STATION may agree upon in writing executed by the parties. Negotiations for renewal must commence no later than six (6) months prior to the expiration date of this Agreement.

3.2 This Agreement may be terminated by either party for convenience at any time provided that up to twenty-four (24) months is granted to COLLEGE STATION to build or procure adequate facilities for the displaced unit(s) and crew(s) and to procure or reassign the ARFF crew(s). Thereafter, this Agreement will expire on its regular termination date if it is the desire of either TAMUS or COLLEGE STATION to terminate, without cause, the relationship established by this Agreement within the initial term.

3.3 This Agreement may be terminated for cause upon ninety (90) days written notice for the following reasons:

a. A material breach of any term or condition of this Agreement which remains uncured during the entire notice period.

b. Lack of funds or other financial exigency on the part of TAMUS or COLLEGE STATION.

c. A decision on the part of The Texas A&M University System or the State of Texas to close Easterwood Airport.

d. A decision on the part of The Texas A&M University System or the State of Texas to sell Easterwood Airport or otherwise transfer ownership to another Airport authority.

3.4 TAMUS agrees, to the extent allowed by Constitution and laws of the State of Texas, that in the event of closure or sale of Airport or change in mission, this Agreement will remain in full force and effect, to the fullest degree possible, for the full term of this Agreement.

3.5 This Agreement may be terminated at any time by TAMUS for material breach of any term or condition of this Agreement caused by COLLEGE STATION ARFF personnel and resulting in a limitation of air carrier operations pursuant to Special Federal Aviation Regulation, §139.343, provided notice of such termination is provided within fifteen (15) days of the incident from which the limitation arises.

3.6 This Agreement may be terminated at any time by TAMUS due to noncompliance by COLLEGE STATION ARFF personnel with FAA and Easterwood Airport rules, regulations or guidelines reported in writing by the Airport Liaison pursuant to Paragraph 8.3 which remains uncured during the entire notice period. No such written report by the Airport Liaison shall be construed as notice of termination.

SECTION IV
OPERATIONAL RESPONSIBILITIES

4.1 Any standard operating procedures jointly developed by the parties will form part of this agreement and will be attached as an **Exhibit "A"** and shall be reviewed annually.

4.2 In instances where equipment is loaned by TAMUS to COLLEGE STATION for emergency purposes, COLLEGE STATION will assume all responsibility for repair or replacement of such equipment for damages thereof.

SECTION V
COLLEGE STATION RESPONSIBILITIES

5.1 Contact College Station Dispatch (CSD) to dispatch the secondary ARFF vehicle out prior to leaving Station 4. CSD will notify EAM by cell phone texting system.

5.2 Contact Station 4 COLLEGE STATION LIAISON directly if primary ARFF vehicle is needed for dispatch. Station 4 COLLEGE STATION LIAISON will contact AIRPORT LIAISON in order to establish change in Index and issue required NOTAM's. COLLEGE STATION will contact CSD to dispatch the primary ARFF vehicle out prior to leaving Station 4. COLLEGE STATION will notify EAM by cell phone texting system.

5.3 Upon return, all used agents in ARFF vehicles will be restocked IAW FAA 139.317 by EAM and will be billed directly to COLLEGE STATION.

5.4 Notify Station 4 COLLEGE STATION LIAISON when secondary or primary ARFF vehicle is placed back into service.

SECTION VI
EASTERWOOD AIRPORT MANAGEMENT RESPONSIBILITIES

6.1 Maintain & provide ARFF vehicles for COLLEGE STATION applicable services.

6.2 Notify appropriate airport stakeholders if a change in the ARFF Index has occurred. Issue any required NOTAMS's

6.2 Notify the FAA immediately with ARFF Index reduction as needed.

SECTION VII
INSURANCE

7.1 COLLEGE STATION agrees all property owned by COLLEGE STATION will be insured or self-insured by COLLEGE STATION and TAMUS as well as EAM will have no liability or responsibility for loss or destruction. COLLEGE STATION will provide insurance for liability arising from the use or operation of the ARFF vehicle by COLLEGE STATION employees or agents.

7.2 TAMUS agrees all property owned by TAMUS will be insured or self-insured by TAMUS and COLLEGE STATION will have no liability or responsibility for loss or destruction.

SECTION XIII
CONTRACTUAL AGREEMENT

8.1 COLLEGE STATION and TAMUS expressly agree this Agreement is intended to be and should be construed as a contractual document, by and between TAMUS and COLLEGE STATION. The covenants and agreements contained in this Agreement remain in full force and effect and will not be merged or extinguished by any subsequent act of the parties except by a written amendment executed by the Parties.

SECTION XIV
SEVERABILITY

9.1 The failure of TAMUS or COLLEGE STATION to insist, in one or more instances, on strict performance of any of the requirements of this Agreement will not be construed as a waiver of relinquishment of such requirements in future instances, but will continue and remain in full force and effect.

SECTION XV
SUCCESSORS AND ASSIGN

10.1 This Agreement is binding upon COLLEGE STATION and TAMUS, their respective legal representatives, successors and assigns.

SECTION XVI
NOTICES

11.1 Any notices, approval, consent, or communication by one party to another must be in writing and may be by personal delivery or registered or certified United States Mail, properly addressed to the respective parties as follows:

TAMUS:	with copy to:
Joshua Abramson Dir. Of Easterwood Airport Management 1 McKenzie Terminal Blvd., Suite 112 College Station, Texas 77845 (979) 775-9901 jabramson@astin.us	Phillip Ray Vice Chancellor for Business Affairs The Texas A&M University System 301 Tarrow College Station, Texas 77840-7896 (979) 458-6001 pray@tamus.edu
COLLEGE STATION:	with copy to:
Jonathan McMahan Fire Chief 300 Krenek Tap Road College Station, Texas 77842 (979) 764-3706 jmcmahan@cstx.gov	Kelly Templin City Manager 1101 Texas Avenue S College Station, Texas 77842 (979) 764-3510 ktemplin@cstx.gov

SECTION XVII
CIVIL LIABILITY AND INDEMNITY

17.1 COLLEGE STATION and TAMUS expressly acknowledge and agree that all activities conducted by COLLEGE STATION at Easterwood Airport pursuant to this Agreement constitute or shall be construed as fire protection services for which EAM would have been responsible for furnishing in the absence of this Agreement. TAMUS expressly acknowledges and agrees notwithstanding any contrary provisions herein, that it is solely responsible for any civil liability that arises from furnishing of those services in accordance with and pursuant to TEXAS GOVERNMENT CODE §791.006, regardless of whether the services are provided in whole or in part by COLLEGE STATION under this Interlocal Agreement.

SECTION XVIII
STATE AGENCY

18.1 COLLEGE STATION expressly acknowledges TAMUS is an agency of the State of Texas and TAMUS acknowledges COLLEGE STATION is a Texas Home Rule Municipal

Corporation. Nothing in this Agreement will be construed as a waiver or relinquishment by TAMUS or COLLEGE STATION of its right to claim such exemptions, privileges and immunities as may be provided by the Constitution or the laws of the State of Texas.

THE TEXAS A&M UNIVERSITY SYTEM:	**CITY OF COLLEGE STATION**
By: ______________________	By: ______________________
Name	Mayor
Title	Date: ______________________
Date: ______________________	
ATTEST:	**ATTEST:**
By: ______________________	By: ______________________
Name	City Secretary
Title	Date: ______________________
Date: ______________________	
APPROVED:	**APPROVED:**
	______________________
	City Manager
	Date: ______________________
	______________________
	City Attorney
	Date: ______________________
	______________________
	Assistant City Manager/CFO
	Date: ______________________

EXHIBIT "A"

STANDARD OPERATING PROCEDURES

Standard Operating Procedures for Off-Airport Non-Aviation ARFF Responses.

1. **Purpose**

   To provide procedures for Easterwood Airport Aircraft Rescue and Fire Fighting (ARFF) vehicle response to an off-airport non-aviation emergency incidents requested by the City of College Station Fire Department.

2. **Background**

   An off-airport non-aviation ARFF response to an emergency incident may be a deviation as defined by FAR 139.113 and will be conducted only if other city fire department equipment and personnel are not adequate to meet the demands of the emergency. Easterwood Airport's ARFF Index will be maintained at the level documented in the Easterwood Airport Certification Manual at all times.

3. **Procedures**

   3.1 College Station Fire Department (CSFD) determines a need for an Easterwood Airport ARFF vehicle for an off-airport non-aviation emergency response in Brazos County, Texas.

   3.2 CSFD notifies Easterwood Airport Management (EAM) for the need of an Easterwood Airport ARFF vehicle via Easterwood Airport Management 24hr emergency call out number, (979) 775-9920.

   3.3 Easterwood Airport Director or designee determines that both Easterwood ARFF vehicles are in service and one (1) ARFF vehicle will remain staffed with a qualified CSFD ARFF operator. Easterwood Airport Index level will be maintained at the level specified in the Easterwood Airport Certification Manual.

   3.4 The reserve Easterwood Airport ARFF vehicle, E-One Titan 4X4, will only be used for off-airport non-aviation emergency responses. The primary Easterwood Airport ARFF vehicle, Rosenbauer Panther, will remain in service at Easterwood Airport for airport emergencies. A CSFD qualified ARFF operator is required for operating the ARFF vehicle to any emergency response.

   3.5 CSFD will notify EAM when the Easterwood Airport ARFF reserve vehicle is fully restocked and back in service at Easterwood Airport.

EXHIBIT "B"

MISCELLANEOUS EQUIPMENT/PERSONNEL
PROVIDED BY
EASTERWOOD AIRPORT

1. One primary ARFF vehicle and all associated equipment.
2. One personnel to function as liaison between College Station Fire Department and Easterwood Airport staff.

Legislation Details (With Text)

File #:	18-0167	**Version:**	1	**Name:**	ARFF ILA
Type:	Presentation			**Status:**	Consent Agenda
File created:	2/20/2018			**In control:**	City Council Regular
On agenda:	3/22/2018			**Final action:**	

Title: Presentation, possible action, and discussion regarding an interlocal agreement with the Texas A&M University System to operate Fire station 4 and provide aircraft rescue and firefighting services to Easterwood Airport.

Sponsors: Jonathan McMahan

Indexes:

Code sections:

Attachments: 18-02-02 CLL CS TAMU ILA ARFF.pdf

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding an interlocal agreement with the Texas A&M University System to operate Fire station #4 and provide aircraft rescue and firefighting services to Easterwood Airport.

Relationship to Strategic Goals:

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

Recommendation(s): Staff resommends approval of this agreement.

Summary: The Agrement will allow for College Station Fire to continue to operate out of Fire Station #4 through January 2021. The agreement also sets fees for the College Station Fire Department to provide Airport Rescue and Fire fighting services to Easterwood Airport.

Budget & Financial Summary: Easterwood Airport, through Texas A&M University Systems, will pay the City of College Station $211,368 annually for 2018, 2019 and 2020.

Attachments: Contract 18300337

2018-2021 AIRCRAFT RESCUE AND FIRE FIGHTING INTERLOCAL AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND TEXAS A&M UNIVERSITY

This Interlocal Agreement ("Agreement") is effective as of the 1st day of February, 2018, and is made by and between THE TEXAS A&M UNIVERSITY SYSTEM**,** (hereafter referred to as "TAMUS") a member of THE TEXAS A&M UNIVERSITY SYSTEM, an agency of the State of Texas, and THE CITY OF COLLEGE STATION (hereafter referred to as "COLLEGE STATION"), a Texas Home Rule Municipal Corporation.

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

WHEREAS, the Board of Regents of The Texas A&M University System owns Easterwood Airport located in College Station, Brazos County, Texas; and

WHEREAS, TAMUS has designated the management, operation and control of Easterwood Airport to Easterwood Airport Management (hereafter referred to as "EAM"); and

WHEREAS, COLLEGE STATION and TAMUS are committed to the promotion of the safety and health of all persons in the community within the bounds of fiscal responsibility; and

WHEREAS, Easterwood Airport's location in the city limits of College Station strategically places Easterwood Airport as an ideal locale for the establishment of a fire station facility for the joint use of TAMUS and COLLEGE STATION; and

WHEREAS, by previous Interlocal Agreements between TAMUS and COLLEGE STATION, the parties agreed to the establishment and operation of a joint use fire station facility at Easterwood Airport; and

WHEREAS, TAMUS and COLLEGE STATION have a desire to continue the cooperative use of such fire station facility; and

NOW, THEREFORE, in consideration of the recitals and mutual covenants made by TAMUS and COLLEGE STATION to be respectively kept and performed, the parties agree as follows:

SECTION I
PURPOSE OF AGREEMENT

1.1 The purpose of this Agreement is to establish the responsibilities of EAM and COLLEGE STATION regarding Aircraft Rescue and Fire Fighting ("ARFF") personnel and equipment requirements, operational responsibilities, command and control of the joint use fire station facility at Easterwood Airport, and the term of this Agreement.

SECTION II
DEFINITIONS

2.1 Throughout this Agreement, the following words and phrases have the following meanings unless the context clearly indicates otherwise:

a. **Airport** – Easterwood Airport, which is owned by The Texas A&M University System and operated by EAM.

b. **ARFF** – Aircraft Rescue and Fire Fighting.

c. **Airport Liaison –** An EAM employee or agent trained to FAA standards, knowledgeable of Airport rules and regulations, and knowledgeable of the Aircraft Rescue and Fire Fighting functions to be performed pursuant to this Agreement.

d. **COLLEGE STAION Liaison –** A City of College Station employee or agent trained to city standards and knowledgeable of the Aircraft Rescue and Fire Fighting functions to be performed pursuant to this Agreement.

e. **ARFF Vehicles** – Aircraft Rescue and Fire Fighting vehicles with associated equipment owned by TAMUS and specifically designed for the purpose of providing Aircraft Rescue and Fire Fighting capabilities.

f. **COLLEGE STATION** – the City of College Station, Texas.

g. **TAMUS** – The Texas A&M University System.

h. **Emergency Alert** – Emergency conditions as defined in the Easterwood Airport Emergency Plan.

i. **Emergency Plan** – The Easterwood Airport Emergency Plan currently in effect or as may be amended by mutual consent of EAM and COLLEGE STATION**.**

j. **Fire Department –** the College Station Fire Department.

k. **Fire Fighting Agents –** A generic term used for materials such as water, foam, dry chemical, or carbon dioxide used for the extinguishment of fires.

l. **Fire Station –** the land, facility and equipment.

m. **FAA** – Federal Aviation Administration of the United States, or any federal agency succeeding to its jurisdiction or function.

n. **Incident Command –** A standardized organizational structure used to command and control tactical operations needed to standardize an incident. The concept is further defined in the emergency plan.

o. **Joint-Use Operational Expenses –** All ordinary, direct, and reasonable expenses of operating the Fire Station, other than capital expenditures.

p. **Operator's Maintenance –** Common maintenance such as noting obvious vehicle defects or malfunctions, checking operating fluid levels checking tire air pressure, etc. to ensure equipment is maintained in a state of readiness.

q. **Organizational Maintenance –** Skilled maintenance such as those commonly performed by a technician or mechanic.

r. **Rules and Regulations –** Rules and regulations adopted or that may be jointly adopted by EAM and COLLEGE STATION**,** for the operation, maintenance and administration of the Fire Station.

s. **Unified Command System –** A shared command function consisting of the COLLEGE STATION Incident Commander or designee and EAM Director of Aviation or designee, as further defined in the Emergency Plan.

SECTION III
TERM OF AGREEMENT

3.1 The term of this Agreement will be from 8:00 A.M., on the 1st day of February, 2018 to 12:00 P.M., on the 31st day of January, 2021. This Agreement may be renewed under such terms and conditions as TAMUS and COLLEGE STATION may agree upon in writing executed by the parties. Negotiations for renewal must commence no later than six (6) months prior to the expiration date of this Agreement.

3.2 This Agreement may be terminated by either party for convenience at any time provided that up to twenty-four (24) months is granted to COLLEGE STATION to build or procure adequate facilities for the displaced unit(s) and crew(s) and to procure or reassign the ARFF crew(s). Thereafter, this Agreement will expire on its regular termination date if it is the desire of either TAMUS or COLLEGE STATION to terminate, without cause, the relationship established by this Agreement within the initial term.

3.3 This Agreement may be terminated for cause upon ninety (90) days written notice for the following reasons:

a. A material breach of any term or condition of this Agreement which remains uncured during the entire notice period.

b. Lack of funds or other financial exigency on the part of TAMUS or COLLEGE STATION.

c. A decision on the part of The Texas A&M University System or the State of Texas to close Easterwood Airport.

d. A decision on the part of The Texas A&M University System or the State of Texas to sell Easterwood Airport or otherwise transfer ownership to another Airport authority.

3.4 TAMUS agrees, to the extent allowed by Constitution and laws of the State of Texas, that in the event of closure or sale of Airport or change in mission, this Agreement will remain in full force and effect, to the fullest degree possible, for the full term of this Agreement.

3.5 This Agreement may be terminated at any time by TAMUS for material breach of any term or condition of this Agreement caused by COLLEGE STATION ARFF personnel and resulting in a limitation of air carrier operations pursuant to Special Federal Aviation Regulation, §139.343, provided notice of such termination is provided within fifteen (15) days of the incident from which the limitation arises.

3.6 This Agreement may be terminated at any time by TAMUS due to noncompliance by COLLEGE STATION ARFF personnel with FAA and Easterwood Airport rules, regulations or guidelines reported in writing by the Airport Liaison pursuant to Paragraph 8.3 which remains uncured during the entire notice period. No such written report by the Airport Liaison shall be construed as notice of termination.

SECTION IV
FIRE STATION FACILITY AND EQUIPMENT

4.1 COLLEGE STATION expressly acknowledges a significant portion of the funds used in the construction of the Fire Station were from a grant by the FAA and as a result, certain aspects of use are mandated by FAA Rules and Regulations.

4.2 As part of the ARFF equipment, COLLEGE STATION agrees it is responsible for maintaining and replacing when reasonably necessary, furnishings or equipment for ARFF operations as set out in **Exhibit "A"** attached to and made a part of this Agreement.

4.3 As part of the ARFF equipment, TAMUS agrees it is responsible for maintaining and replacing when reasonably necessary, furnishings or equipment for ARFF operations as set out in **Exhibit "B"** attached to and made part of this Agreement.

SECTION V
PERSONNEL

5.1 COLLEGE STATION will provide a minimum of three (3) qualified fire fighters to operate and respond as a structural paramedic engine company and one (1) fire fighter per each assigned twenty-four (24) hour shift to staff an ARFF vehicle.

5.2 EAM and COLLEGE STATION, each, will provide one (1) qualified person to perform duties of Airport Liaison between the FAA, EAM (through the Director of Aviation or designee) and COLLEGE STATION (through the Fire Chief or designee).

EAM Liaison**:**	**COLLEGE STATION** Liaison**:**
Michael Wodrich Airport Safety Coordinator 1 McKenzie Terminal Blvd., Suite 112 College Station, Texas 77845 (979) 775-9900 MWodrich@Astin.US	Tim Sullivan College Station Fire Department ARFF Coordinator 300 Krenek Tap Road College Station, Texas 77842 (979) 764-3706 tsullivan@cstx.gov

SECTION VI
PAYROLL AND BENEFITS

6.1 COLLEGE STATION is solely responsible for salaries and associated payroll expenses, including all benefits, for COLLEGE STATION personnel employed in relation to the Fire Station or COLLEGE STATION's performance of this Agreement.

6.2 EAM is solely responsible for all salary and associated payroll expenses including all benefits for EAM personnel employed in relation to the Fire Station or EAM's performance of this Agreement.

SECTION VII
INSURANCE

7.1 COLLEGE STATION agrees all property owned by COLLEGE STATION will be insured or self-insured by COLLEGE STATION and TAMUS as well as EAM will have no liability or responsibility for loss or destruction. COLLEGE STATION will provide insurance for liability arising from the use or operation of the ARFF vehicle (identified in **Exhibit "B**") by COLLEGE STATION employees or agents.

7.2 TAMUS agrees all property owned by TAMUS will be insured or self-insured by TAMUS and COLLEGE STATION will have no liability or responsibility for loss or destruction.

SECTION VIII
COMMAND AND CONTROL

8.1 COLLEGE STATION and TAMUS agree day to day operational control of the Fire Station is assigned to the College Station Fire Department Lieutenant in charge of the Structural Paramedic Engine Company or Emergency Operations, as appropriate. Such control will extend to all Fire Station personnel to include ARFF personnel for the express purpose of establishing daily routines and duties in the Fire Station. Direct control, to include but not limited to discipline and dismissal, of COLLEGE STATION personnel is retained by COLLEGE STATION.

8.2 Day to Day housekeeping functions will be performed by Fire Station personnel, including ARFF personnel, under the direction of the Fire Station Lieutenant.

8.3 EAM shall provide an Airport Liaison to ensure that the Fire Station facility, equipment and operations are in compliance with FAA guidelines and Easterwood Airport rules, regulations or guidelines. The liaison shall be responsible for reporting any noncompliance with such rules, regulations or guidelines to the COLLEGE STATION Fire Chief and the EAM Director of Aviation. The liaison shall also facilitate communications and coordinate joint actions as contemplated by this Agreement.

8.4 The EAM Director of Aviation and COLLEGE STATION Fire Chief shall endeavor to promulgate procedures that may be jointly adopted by each of them for the operation, maintenance and administration of the Fire Station. Any procedures so adopted shall conform to the Emergency plan which shall control in the event of any inconsistent provisions. No procedures so adopted shall in any manner change, modify or amend this Agreement. In the event of an irreconcilable difference of opinion by and between EAM and COLLEGE STATION regarding the wording of, or subsequent interpretation, of a procedure, the matter will be presented to TAMUS's Executive Director of Risk Management & Benefits Administration and COLLEGE STATION's City Manager for resolution.

8.5 EAM and COLLEGE STATION agree to establish a Unified Command System as outlined in the Emergency Plan during any emergency response, drill, or exercise conducted at Easterwood Airport.

8.6 COLLEGE STATION shall provide Incident Command for any Emergency Alert that occurs at Easterwood Airport.

8.7 EAM shall provide Command and Control of Easterwood Airport facilities and runways inside the fence during any emergency at Easterwood Airport.

SECTION IX
TRAINING

9.1 COLLEGE STATION agrees to train personnel provided by COLLEGE STATION in accordance with FAA and Texas Commission on Fire Protection standards.

9.2 COLLEGE STATION and TAMUS agree that requests for use of the Airport or other TAMUS facilities for training, excluding the Fire Station, shall be approved in writing by the EAM Director of Aviation or designee whose approval will not be unreasonably withheld.

9.3 COLLEGE STATION will maintain and make available for inspection at the request of the FAA or EAM the training records of all ARFF personnel in accordance with the requirements of The FAA approved Part 139 Easterwood Airport Certification Manual.

9.4 EAM agrees to train personnel provided by COLLEGE STATION in accordance with FAA standards.

SECTION X
OPERATIONAL RESPONSIBILITIES

10.1 COLLEGE STATION will provide fire protection, EMS (Emergency Medical Services), and hazardous materials response from the Fire Station to the Texas A&M University Main Campus (mutual aid EMS), West Campus (mutual aid EMS), Northgate, and other areas in West College Station, and areas in Southwest Bryan. In addition, COLLEGE STATION through the Structural Paramedic Engine Company will provide mutual aid assistance to the Aircraft Rescue and Fire Fighting (ARFF) function of Easterwood Airport in accordance with the Letter of Agreement contained in the Easterwood Airport Emergency Manual as amended and maintained at the Easterwood Airport Administrative Office.

10.2 COLLEGE STATION agrees to staff an ARFF vehicle provided by TAMUS three hundred sixty-five (365) days per year, twenty-four hours (24) per day.

10.3 COLLEGE STATION personnel shall conduct daily inspections and perform Operator's Maintenance on the ARFF vehicle(s) kept by TAMUS at the Fire Station. Such personnel shall report observed Organizational Maintenance needs of such ARFF vehicle(s) to the Airport Liaison, or designee. COLLEGE STATION understands the usage of ARFF vehicle(s) is restricted to Easterwood Airport operations unless used in an off airport emergency as defined in the Mutual Aid Agreement.

10.4 COLLEGE STATION personnel shall conduct basic inspections, maintenance and certifications per Texas Commission on Fire Protection requirements on the Fire Station's breathing air system.

10.5 EAM shall perform necessary Organizational Maintenance on ARFF vehicles to include replacement when necessary. EAM acknowledges it is responsible for maintaining the ARFF vehicle(s) in conformance with FAA standards. Compliance with this requirement is the sole responsibility of the EAM Director of Aviation.

10.6 COLLEGE STATION shall replace the components of the breathing air system located in the Fire Station as required to meet Texas Commission on Fire Protection regulations.

10.7 TAMUS shall remain solely responsible for making any and all environmental reports required by law concerning any operation, activity, or incident occurring on **TAMUS** owned property.

SECTION XI
JOINT-USE OPERATIONAL EXPENSE

11.1 COLLEGE STATION expressly agrees to pay EAM 80% of the cost of operations and maintenance within thirty (30) calendar days without set off upon written notification from TAMUS.

11.2 The cost of any repairs replacement or the addition of new equipment listed in **Exhibit "C"** will be borne 80% by COLLEGE STATION and 20% by EAM. Building repairs or replacement will be borne 50% by EAM and 50% by COLLEGE STATION as listed in **Exhibit "C"**. COLLEGE STATION Facilities Maintenance personnel may be used to make repairs to assure that the most cost effective repairs are made in consultation and with approval of the Director of Aviation.

11.3 COLLEGE STATION will pay for fire protection expenses, equipment costs and expenses, such as fuel and maintenance, which are specific to COLLEGE STATION's operations.

11.4 COLLEGE STATION agrees it is responsible for the replacement of Fire Fighting Agents used during live training burns.

11.5 COLLEGE STATION shall be responsible for all expenses associated with the routine maintenance and certification costs of the Fire Station's breathing air system associated with ARFF operations.

11.6 COLLEGE STATION shall be responsible for all expenses relating to training, personal protective equipment and other needs of its personnel.

11.7 EAM shall pay COLLEGE STATION a base amount of two hundred eleven thousand, three hundred sixty-eight dollars ($211,368.00) annually for 2018, 2019 and 2020 per annum for so long as this Agreement remains in effect for the purpose of providing ARFF functions at Easterwood Airport. The base amount is calculated by the costs associated with the salary and benefits of the three drivers needed to cover the shifts (three hundred sixty-five (365) days per year, twenty-four hours (24) per day), the cost associated with annual specialized training to man the ARFF vehicle and the costs associated with specialized gear to be worn by the operator of the ARFF vehicle divided by the four partner entities (City of College Station, City of Bryan, Brazos County and Texas A&M University). Such payment shall be made no later than the 10th business day after the effective date of this Agreement and subsequently, not later than each anniversary date of this Agreement. The College Station portion will represent one quarter of the total cost and will be in kind for the services provided.

11.8 EAM shall be responsible for the provision of and all expenses associated with Organizational Maintenance for the ARFF vehicle(s) as required, to satisfy FAA requirements.

11.9 EAM shall provide all fuel, oil, and other ARFF vehicle fluids.

11.10 EAM shall provide for replacement of Fire Fighting Agents used by ARFF equipment during any Airport emergency.

SECTION XII
COMMUNICATIONS

12.1 COLLEGE STATION acknowledges it is responsible for the maintenance, and ongoing expenses for a ring-down telephone from College Station dispatch. In addition, COLLEGE STATION will provide communications equipment as listed in **Exhibit "D"** attached to and made a part of this Agreement for all purposes. The parties agree **Exhibit "D"** may be amended and modified by a written amendment executed by the Parties.

12.2 EAM agrees to provide communications equipment listed in **Exhibit "E"** attached to and made a part of this Agreement for all purposes. The parties agree **Exhibit "E"** may be modified by a written amendment executed by the Parties.

SECTION XIII
CONTRACTUAL AGREEMENT

13.1. COLLEGE STATION and TAMUS expressly agree this Agreement is intended to be and should be construed as a contractual document, by and between TAMUS and COLLEGE STATION. The covenants and agreements contained in this Agreement remain in full force and effect and will not be merged or extinguished by any subsequent act of the parties except by a written amendment executed by the Parties.

SECTION XIV
SEVERABILITY

14.1 The failure of TAMUS or COLLEGE STATION to insist, in one or more instances, on strict performance of any of the requirements of this Agreement will not be construed as a waiver of relinquishment of such requirements in future instances, but will continue and remain in full force and effect.

SECTION XV
SUCCESSORS AND ASSIGN

15.1 This Agreement is binding upon COLLEGE STATION and TAMUS, their respective legal representatives, successors and assigns.

SECTION XVI
NOTICES

16.1 Any notices, approval, consent, or communication by one party to another must be in writing and may be by personal delivery or registered or certified United States Mail, properly addressed to the respective parties as follows:

TAMUS:	with copy to:
Joshua Abramson Dir. Of Easterwood Airport Management 1 McKenzie Terminal Blvd., Suite 112 College Station, Texas 77845 (979) 775-9901 jabramson@astin.us	Phillip Ray Vice Chancellor for Business Affairs The Texas A&M University System 301 Tarrow College Station, Texas 77840-7896 (979) 458-6001 pray@tamus.edu
COLLEGE STATION:	with copy to:
Jonathan McMahan Fire Chief 300 Krenek Tap Road College Station, Texas 77842 (979) 764-3706 jmcmahan@cstx.gov	Kelly Templin City Manager 1101 Texas Avenue S College Station, Texas 77842 (979) 764-3510 ktemplin@cstx.gov

SECTION XVII
CIVIL LIABILITY AND INDEMNITY

17.1 COLLEGE STATION and TAMUS expressly acknowledge and agree that all activities conducted by COLLEGE STATION at Easterwood Airport pursuant to this Agreement constitute or shall be construed as fire protection services for which EAM would have been responsible for furnishing in the absence of this Agreement. TAMUS expressly acknowledges and agrees notwithstanding any contrary provisions herein, that it is solely responsible for any civil liability that arises from furnishing of those services in accordance with and pursuant to TEXAS GOVERNMENT CODE §791.006, regardless of whether the services are provided in whole or in part by COLLEGE STATION under this Interlocal Agreement.

SECTION XVIII
STATE AGENCY

18.1 COLLEGE STATION expressly acknowledges TAMUS is an agency of the State of Texas and TAMUS acknowledges COLLEGE STATION is a Texas Home Rule Municipal Corporation. Nothing in this Agreement will be construed as a waiver or relinquishment by TAMUS or COLLEGE STATION of its right to claim such exemptions, privileges and immunities as may be provided by the Constitution or the laws of the State of Texas.

THE TEXAS A&M UNIVERSITY SYTEM:

By: ___________________________________
Name
Title
Date: _________________________________

ATTEST:

By: ___________________________________
Name
Title
Date: _________________________________

APPROVED:

CITY OF COLLEGE STATION

By: ___________________________________
Mayor
Date: _________________________________

ATTEST:

By: ___________________________________
City Secretary
Date: _________________________________

APPROVED:

____
City Manager
Date: __________________________

____
City Attorney
Date: __________________________

____
Assistant City Manager/CFO
Date: __________________________

EXHIBIT "A"

MISCELLANEOUS EQUIPMENT PROVIDED BY COLLEGE STATION

1. One portable VHF radio for ARFF personnel.
2. Uniforms for personnel.
3. Protective clothing for ARFF personnel.

EXHIBIT "B"

MISCELLANEOUS EQUIPMENT/PERSONNEL PROVIDED BY EASTERWOOD AIRPORT

1. One primary ARFF vehicle and all associated equipment.
2. One personnel to function as liaison between College Station Fire Department and Easterwood Airport staff.

EXHIBIT "C"

EQUIPMENT

(Replacement/Repairs - 80% COLLEGE STATION /20% TAMUS)

1. Wall mounted metal shelving with firefighting gear accessories (firefighting gear venting) (24 unites)
2. Projection Screen , Manual, above ceiling
3. TV mounting brackets, wall hung (TV not in contract)
4. Dishwasher, under counter
5. Beds (8 each) plus other bedroom furnishings
6. Dining room furnishings
7. Lounge/Dayroom furnishings (Television, DVD/Blue Ray Player, Cabinet, Couch, Lounge Chairs, Lamps, End Tables)
8. Microwave-HD
9. Fitness room equipment
10. Chairs for Training Room
11. Tables for Training Room
12. Cooking range (heavy duty residential/oven)
13. One refrigerator/freezer and ice maker
14. First-aid equipment
15. Washer (heavy duty industrial)
16. Dryer

BUILDING

(Replacement/Repairs - 50% COLLEGE STATION/50% TAMUS)

1. Roof
2. Walls to include all structural support columns
3. Doors (interior and exterior to include bay doors)
4. Electrical wiring and equipment to include Emergency Generator.
5. Plumbing piping and equipment to include Hot Water heater
6. Heating, Air Conditioning and Ventilation Equipment and Ductwork
7. Painting
8. Flooring
9. Ceiling tile
10. Windows
11. Concrete/Asphalt work to include foundation, bays and front and rear driveways.

Special note: COLLEGE STATION will be responsible for 100% of Personal Protective Equipment to include all Self Contained Breathing Apparatus.

EXHIBIT "D"

COMMUNICATION EQUIPMENT
PROVIDED BY
COLLEGE STATION

1. Computers
2. Radio Base Station
3. Radio antenna
4. UPS Backup Power Supply
5. Fire Station Alerting Equipment
6. Radio battery charging banks
7. Telephone
8. Fax machine
9. Ring down telephone from city dispatch
10. Fixed communications tower.

EXHIBIT "E"

COMMUNICATION EQUIPMENT
PROVIDED BY
EASTERWOOD AIRPORT

1. Alerting System from air traffic control tower to ARFF station alerting system (provided by CSFD).
2. Two Hand-held or vehicle mounted VHF radios – tower frequency for CSFD vehicles (if two vehicles are permanently assigned). Vehicle mounted CSFD radio for each Easterwood Airport ARFF vehicle.
3. Truck-mounted VHF radios for each Easterwood Airport ARFF vehicle.

City Hall
1101 Texas Ave
College Station, TX 77840

Legislation Details (With Text)

File #:	18-0169	**Version:** 1		**Name:**	Naming of the Arts Council Building
Type:	Presentation			**Status:**	Consent Agenda
File created:	2/21/2018			**In control:**	City Council Regular
On agenda:	3/22/2018			**Final action:**	
Title:	Presentation, possible action, and discussion regarding the naming of the renovated/repurposed Arts Council Building.				
Sponsors:	Kelly Kelbly				
Indexes:					
Code sections:					
Attachments:	February 13, 2018 Minutes Meyer_Resolution				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding the naming of the renovated/repurposed Arts Council Building.

Relationship to Strategic Goals:
1. Providing Core Services and Infrastructure

Recommendation(s): Staff recommends approval of support for the naming of the “Bob and Wanda Meyer Senior Community Center”.

Summary: Renaming of the Arts Council building to the “Bob and Wanda Meyer Senior Community Center”:

- Recommendation meets all criteria and guidelines as laid out in the naming policy.
- Programming of the facility will have a priority emphasis on senior programming.

This project was on the Parks and Recreation Advisory Board agenda on February 13, 2018 and received 6-1 approval.

Budget & Financial Summary: NA

Reviewed and Approved by Legal: NA

Attachments:
1) Parks and Recreation Advisory Board Recommendation

PARAMETERS

PARKS AND RECREATION ADVISORY BOARD AGENDA

TUESDAY FEBRUARY 13, 2018
REGULAR MEETING MINUTES ~ 7:00 p.m.
WPC Green Room
College Station, TX 77840

Staff Present:
David Schmitz, Director; Kelly Kelbly, Assistant Director; Rusty Warncke, Project & Asset Manager; Andrea Lauer, Administrative Support Specialist

Board Present:
Don Hellriegel; Ann Hays; Megan Fuentes; Michael Bota; Joel Cantrell; Paul Dyson; Madeline Giroir

1. ***Call to order and Roll Call***. The meeting was called to order with a quorum present at 7:00 p.m.

2. ***Possible action concerning requests for absences of members.*** Rebecca Jackson and Kevin Henderson requested absences. Megan Fuentes made a motion to approve the absences, and Paul Dyson seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.

3. ***Hear visitors.*** Jean-Louis Briaud spoke to the Parks and Recreation Advisory Board regarding his wish to see the City of College Station build indoor tennis courts.

4. ***Consideration, possible approval, and discussion of minutes from the January 09, 2018 meeting.*** Ann Hays made a motion to approve the minutes, and Paul Dyson seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.

5. ***Presentation, discussion and possible action on the naming of the renovated Arts Council Facility.*** Mickey Stokes, Senior Advisory Board Chair recommended to the Parks and Recreation Advisory Board to name the renovated Arts Council Facility the Bob and Wanda Meyer Senior Community Center. Ann Hays made a motion to approve the request and Paul Dyson seconded the motion. The vote was called 6-1 approval.

6. ***Presentation, discussion and possible action and public comment on Bicycle, Pedestrian, and Greenways Master Plan Update by Venessa Garza.*** This item was informational only and no action was taken.

7. ***Presentation, discussion, possible action regarding College Station Senior Games by J.D. Wood.*** This item was informational only and no action was taken.

8. ***Discussion on location and times for Parks and Recreation Advisory Board meetings.*** We will continue to meet at the Green Room until May and then possibly move to the Southwood Community Center. The time for the meeting has changed to 6 p.m. starting at the March 13, 2018 meeting.

9. ***Presentation, discussion, possible action on Reatta Meadows Park and Cresent Park development.*** This item was informational only and no action was taken.

10. ***Presentation, discussion, possible action on revisions to Code of Ordinances, Chapter 32, Section 32-25 Dogs.*** The Parks and Recreation Advisory Board unanimously recommended the proposed ordinance amendment for Council approval. This proposed ordinance amendment would enact the following changes. Require a dog leash at Lick Creek Park and allow designated off leash areas.

11. ***Strategic Planning: Short and Long term.***
    - ***Board Goals and objectives for 2018 and beyond.*** Don Hellriegel asked that the committee members brain storm and gather input for goals and upcoming projects and email to David Schmitz and have ready to discuss at the March 13, 2018 meeting.

12. ***Report, possible action, and discussion concerning the current Parks Projects Summary and Dedications of Less than Five Acres from Rusty Warncke.*** Informational item only, no action was taken.
    - Brewster Pointe Phase 1

13. ***Presentation, possible action, and discussion on future agenda items***: A Board 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.

    - Next Meeting: March 13, 2018

14. ***Adjourn***. Ann Hays made a motion to adjourn the meeting, and Paul Dyson seconded the motion. The vote was called. All were in favor, and the meeting adjourned at 8:34 p.m.

RESOLUTION NO. ____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE NAMING OF THE BUILDING LOCATED AT 2275 DARTMOUTH, COLLEGE STATION, TEXAS, "THE BOB AND WANDA MEYER SENIOR COMMUNITY CENTER."

WHEREAS, Bob Meyer, during his lifetime, supported the many senior programs offered by the Parks and Recreation Department Senior Services and served on the City of College Station's Senior Advisory Committee from 2002 until 2013; and

WHEREAS, Bob Meyer, upon his death in 2014, bequeathed twenty-five (25) percent of his estate to the City of College Station for the benefit of programs for senior citizens; and

WHEREAS, the renovated building located at 2275 Dartmouth, College Station, Texas, will be used for Senior Programs; and

WHEREAS, on February 13, 2018, the College Station Parks and Recreation Advisory Board approved a motion recommending the building located at 2275 Dartmouth, College Station, Texas, be named, "The Bob and Wanda Meyer Senior Community Center" in accordance with the Council Facilities Task Force; and

WHEREAS, the name "The Bob and Wanda Meyer Senior Community Center" commemorates The Meyer's involvement and leadership roles in the College Station Senior Programs, now therefore

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

PART 1: That the facts and recitations set forth in the preamble of this Resolution are declared true and correct.

PART 2: That the City Council in order to commemorate the contributions of the Meyers to the Senior Programs of College Station hereby approves the designation of the building located at 2275 Dartmouth, College Station, Texas, as "The Bob and Wanda Meyer Senior Community Center."

PART 2: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this _______ day of ________________________, 20__.

ATTEST: APPROVED:

______________________________ ______________________________

City Secretary Mayor

APPROVED:

____

City Attorney

Legislation Details (With Text)

File #:	18-0179	**Version:** 1		**Name:**	Fun For All Playground Agreement Contract between the City and Rotary Club of College Station and College Station Noon Lions Club
Type:	Presentation			**Status:**	Consent Agenda
File created:	3/1/2018			**In control:**	City Council Regular
On agenda:	3/22/2018			**Final action:**	
Title:	Presentation, possible action, and discussion of an agreement between the City and the Rotary Club of College Station and College Station Noon Lions Club for the development of the Fun For All Playground at Central Park.				
Sponsors:	David Schmitz				
Indexes:					
Code sections:					
Attachments:	CS Fun For All Agreement-Rotary and Lions Clubs				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion of an agreement between the City and the Rotary Club of College Station and College Station Noon Lions Club for the development of the Fun For All Playground at Central Park.

Relationship to Strategic Goals:
1) Providing Core Services and Infrastructure

Recommendation(s): Staff and Parks and Recreation Advisory Board recommend approval.

Summary: This agreement establishes the responsibilities of the City of College Station and the Clubs in the design development and construction of a Fun For All Playground in Stephen C. Beachy Central Park and to provide for effective cooperation in the implementation of the project provisions.

Budget & Financial Summary: $500,000 City commitment from Parkland Dedication Funds: Zone 3 and Zone CD

Reviewed and Approved by Legal: Yes

Attachments:
1) Agreement with exhibits

AGREEMENT BETWEEN THE CITY OF COLLEGE STATION, THE ROTARY CLUB OF COLLEGE STATION AND COLLEGE STATION NOON LIONS CLUB FOR THE DEVELOPMENT OF THE FUN FOR ALL PLAYGROUND AT CENTRAL PARK

THIS AGREEMENT is entered into between the City of College Station, a Texas Home-Rule municipality (the "City"), the Rotary Club of College Station and the College Station Noon Lions Club both referred to as (the "Clubs") and all entities collectively the "Party" or "Parties", for purposes of the development of a Fun for All Playground (the "Playground" or "Project") at the Stephen C. Beachy Central Park (the "Park").

WHEREAS, the City is the owner of Stephen C. Beachy Central Park located at 1000 Krenek Tap Road, College Station, Texas; and

WHEREAS, the Park is a valuable recreational resource for the community; and

WHEREAS, the City is committed to ensuring that improvements to the Park serve the best interests of the community; and

WHEREAS, the Clubs are dedicated to enhancing the Park for the benefit of the community; and

WHEREAS, the Clubs are willing to contribute financially and provide oversight to the City for the design, development, and construction of a Fun for All Playground at Central Park; and

WHEREAS, the City is willing to accept the financial and other resources offered by the Clubs for the design, development, and construction of a Fun for All Playground at Central Park;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and performance by the parties hereto, it is hereby agreed as follows:

1. **Purpose.** The purpose of this Agreement is to define the responsibilities of the City and the Clubs in the design, development, and construction of a Fun for All Playground in Stephen C. Beachy Central Park and to provide for effective cooperation in the implementation of the provisions set forth herein.

2. **Term.** This Agreement shall commence on the date of the last signature making it fully executed and shall remain in effect for three (3) years or until the Fun for All Playground project is fully completed, or the Agreement is terminated earlier by either Party, as provided herein. The Clubs shall proceed with its obligations in a timely and diligent manner, but shall not be responsible for delays caused by others beyond its control or that were not reasonably foreseeable.

3. Obligations of the Parties.

The City shall perform the following obligations in regard to the Playground:

a. Assist in planning for the new Fun for All Playground in the Park
b. Prepare, develop and deliver to the Clubs a phased project schedule indicating the timing and cost to be incurred on each phase of project construction.
c. Oversee site development of the Playground
d. Ensure the site has proper accessibility
e. Provide all architectural, construction, and engineering services to design, permit, and construct the project
f. Name the Playground as the "Fun for All Playground at Central Park"
g. Authorize the Clubs to place City-approved plaques on selected areas within the Playground to recognize those persons or organizations who donate in-kind services to construct the Playground or donate money to the Clubs to pay for the construction of the Playground. In Kind donations from the Rotary Club must meet design and construction specifications determined by the City of College Station authorized individuals before donated equipment could be used at the Park.
h. Manage and operate all portions of the Playground project pursuant to this Agreement
i. Construct all necessary facilities to provide access and use of the Playground within the Park
j. Track and monitor the cost of the Playground design and construction for each phase of the project. The total cumulative liability for all phases and aggregate funding obligation of the City for this Playground project, including all of the described responsibilities contained in this Agreement, shall not exceed five-hundred thousand dollars ($500,000.00), unless otherwise increased by the City Council.
k. Upon full execution of this Agreement, funds will be escrowed by the Clubs to the City on a not-to-exceed basis for each Playground phase. The City will initiate the construction process for each phase, after that phase is fully funded by the Clubs, as further depicted in Exhibit A and Exhibit B.
l. Maintain and repair the Playground

The Clubs shall perform the following obligations in regard to the Playground:

a. The Clubs shall provide necessary financial funding for the construction of each phase of the Playground Project in cash, prior to the commencement of each phase, as depicted in Exhibit B. (Phase Funding Milestones), with a total Playground project not-to-exceed amount of four-million dollars ($4,000,000.00), and reserves the right to voluntarily contribute additional sums as it deems necessary and appropriate, subject to the City's approval which will not unreasonably be withheld.
b. Assist the City in the planning, design, and site development of the playground
c. Assist the City in the selection of playground equipment and amenities for the site
d. Coordinate with the City prior to the placement of any City-approved plaques recognizing persons or organizations that donate cash or in-kind services for the construction of specific facilities or features within the Playground project.
e. The Clubs in coordination with the City agree to ensure compliance with architectural plans for all In Kind donations to be used or installed at the Playground prior to the Clubs acceptance in order to ensure the quality of design and construction specifications as determined by the City of College Station are met.

4. Administration. This Agreement, including design and construction, shall be administered by the City.

5. Project Records. Upon completion of each phase, all Project records shall be held by and shall be the exclusive property of the City.

6. Independent Contractor. The Clubs and the City understand and expressly agree that the Clubs are an independent contractor in the performance of each and every part of this Agreement. The Clubs, as independent contractor, assumes the entire responsibility for carrying out and accomplishing the fundraising and obligations required for its performance under this Agreement. The Clubs, as an independent contractor, shall have the sole judgment of the means, mode or manner of the actual performance of the fundraising and obligations required for its performance under this Agreement. Additionally, and as an independent contractor, the Clubs and its officers, employees (if any), volunteers, and agents, shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, retirement, workers' compensation, and/or insurance coverages. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership, or agency between the Clubs and/or any officer, employee (if any), volunteer, or agent of the Clubs and the City.

7. No Third Party Rights. This Agreement is entered into for the sole benefit of the Parties. It shall confer no benefits or rights, direct or indirect, tangible or intangible, on any third parties. No person or entity other than the City and the Clubs may rely upon or enforce any provision of this Agreement.

8. Indemnification and Hold Harmless. To the extent permitted by the Constitution and Texas law, each Party agrees to maintain responsibility and assume liability in the performance of this Agreement for its own wrongful and/or negligent acts or omissions, and those of its officers, agents, employees, or volunteers to the fullest extent allowed by law. The provisions of this Section shall survive the termination or expiration of this Agreement. Nothing contained in this Section or this Agreement shall create a liability or a right of indemnification in any third party.

9. Liability. Each Party assumes any and all risks of personal injury (including death) and property damages (including destruction) attributable to the negligent acts or omissions of its officers, agents, employees, and volunteers in the performance of this Agreement. Nothing contained in this Agreement shall be construed or interpreted as a waiver of sovereign immunity of the City.

10. Nondiscrimination. During the performance of this Agreement, the Parties shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, and any other classification protected under federal, state or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement.

11. Compliance with Law. The Parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement.

12. No City Insurance. It is understood the City does not maintain liability insurance for the Rotary Club or its officers, agents, employees, volunteers, contractors and subcontractors. The Clubs agree to procure and maintain their own liability insurance, at levels the Clubs deem appropriate.

13. Integration. This Agreement contains all of the terms and conditions agreed to by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, are deemed to exist or to bind either of the Parties.

14. Modifications. The Parties may modify this Agreement but no proposed changes or modifications shall have validity or become binding on either party unless such changes or modifications are in writing and executed by both Parties.

15. Severability. If a court of competent jurisdiction holds any part, term or provision of this Agreement illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held invalid. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Texas, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

16. Laws, Regulations, and Venue. Each party will comply with all laws, ordinances, regulations, and building code requirements applicable to its role under this Agreement. This Agreement is governed in accordance with the laws of the State of Texas, with venue, for all purposes, being in Brazos County.

17. Assignment of Interest. Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

18. Successors and Assigns. The City and the Clubs each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

19. Conflict of Interest. The Clubs warrant that neither it nor any of its officers, employees (if any), or agents have any financial or personal interest that conflicts with the execution of this Agreement. The Clubs shall notify the City of any conflict of interest due to any other clients, contracts, or property interests.

20. Waiver of Breach. A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

21. Dispute Resolution. The City and the Clubs shall meet to negotiate any outstanding issues related to the development of the Playground and the implementation of this Agreement in order to resolve any disputes through cooperation and negotiation to the greatest extent possible.

22. Unavailability of Funds. If funds to finance the obligations pursuant to this Agreement become unavailable, the Parties may terminate this Agreement with no less than ten (10) business days' notice in writing to each Party. The City shall have no continuing or ongoing financial liability pursuant to this Agreement if so terminated.

23. Termination. The City may terminate the Project and this Agreement, at any time, for convenience. In the event of such termination the City will notify the Clubs in writing and the Clubs shall cease performance of its obligations immediately. The City shall have no continuing or ongoing financial liability pursuant to this Agreement if so terminated. This provision shall control if there is a conflict between this provision and other provision(s) in this Agreement.

24. Survival. Any provision of this Agreement which imposes an obligation after expiration or termination of this Agreement shall survive the expiration or termination and shall bind the Parties.

25. Notices. Unless otherwise stated herein, all notices and demands are required in written form and sent to the parties at their addresses as follows:

TO CITY:

The City of College Station
City Manager
1101 Texas Avenue S.
P.O. Box 9960
College Station, Texas 77842

With a Copy to:

Legal Department
1101 Texas Avenue S.
P.O. Box 9960
College Station, Texas 77842

TO CLUBS:

THE ROTARY CLUB OF COLLEGE STATION
Fun for All Playground Committee
P.O. Box 9745
College Station, Texas 77842

COLLEGE STATION NOON LIONS CLUB
P.O. Box 112
College Station, Texas 77842

26. Exhibits and Attachments. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

27. Amendments. This Agreement may only be amended by written instrument approved and executed by the Parties.

28. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

List of Exhibits:

- **A.** Playground Project Phases
- **B.** Phase Funding Milestones

ROTARY CLUB OF COLLEGE STATION

By: Werner G. Rose

Printed Name: Werner G. Rose
Title: Chair - FFAP Project
Date: Feb. 20, 2018

COLLEGE STATION NOON LIONS CLUB

By: E. David Gerling

Printed Name: E. David Gerling
Title: Chair of FFAP
Date: 2/20/2018

CITY OF COLLEGE STATION

By: ________________
City Manager
Date: ________

APPROVED:

Jan A. Hastert
City Attorney
Date: 2/28/18

Jeff Kersten
Assistant City Manager/CFO
Date: 2-26-18

Exhibit A.

Playground Project Phases

LUNA ARCHITECTURE + DESIGN

V.E. Preliminary Cost Estimate: Phase 1

02/07/18 - 4:00pm

±2.55 Acre 'Fun For All Playground' Special Needs Park

	AREA/ITEM	SF/LF	BUDGET $	TOTAL
>	OVERALL PARK AREA & NEW PARKING			
1	Pedestrian Flatwork *(w/control joint pattern)*	2175	6.00	$13,050.00
2	Asphalt Parking Lot (1 lot - near softball fields)	7610	5.00	$38,050.00
3	Site Lighting *(rough estimate)*	n/a	>>>	$135,000.00
4	Concrete Splash Pad & Sidewalk*(from parking lot)* (+/-)	925	5.00	$4,625.00
5	Fencing - New (LF)	600	50.00	$30,000.00
6	Landscape Areas (+/-)	3000	3.00	$9,000.00
>	*SUBTOTAL*			**$229,725.00**
>	PLAY AREAS 2 & 3 *(*Estimate provided by 'Landscape Structures')*			
7	Play Equipment** - Areas 2 & 3	*(see attachment)*		$237,512.00
8	Shades** (Includes rebar, electrical provisions & engineered drawings)	*(see attachment)*		$108,529.00
9	Shredded Bonded Play Areas & Install - Areas 2 & 3	5842	12.00	$70,104.00
~	*** Freight & Installation Not Included*			
>	*SUBTOTAL*			**$416,145.00**
>	*WATER PLAY ZONE: Phase 1			
10	Splash Pad Concrete Coating/Surfacing	3490	9.00	$31,410.00
11	Splash Pad Equipment Package('Fountain People' proposal)	1	62,479.00	$62,479.00
12	Freight / Crating	1	2,168.68	$2,168.68
13	New Surface Storm Drain*	n/a	*rough est.	$50,000.00
>	SUBTOTAL			**$146,057.68**
>>>	*COMBINED SUBTOTALS*			**$791,927.68**
>>>	Soft Costs: (percentage)		10%	$79,192.77
>>>	General Conditions: (percentage)		15%	$118,789.15
>>>	**GRAND TOTAL:** [Prelim. Cost Estimate PHASE 1: V.E. OPTION]			**$989,909.60**

Exhibit B.

Phase Funding Milestones

(to be amended and incorporated by reference as future fundraising activities and planning occurs)

City Hall
1101 Texas Ave
College Station, TX 77840

Legislation Details (With Text)

File #:	18-0186 **Version:** 1	**Name:**	Athletic Field LED light improvement contract with Musco Sports Lighting
Type:	Presentation	**Status:**	Consent Agenda
File created:	3/5/2018	**In control:**	City Council Regular
On agenda:	3/22/2018	**Final action:**	
Title:	Presentation, possible action, and discussion regarding the approval of Contract 18300354, with Musco Sports Lighting, LLC, for athletic field LED lighting upgrades at Brian Bachmann Park soccer fields and Stephan C. Beachy Central Park softball fields for $1,080,892.		
Sponsors:	David Schmitz		
Indexes:			
Code sections:			
Attachments:			

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding the approval of Contract 18300354, with Musco Sports Lighting, LLC, for athletic field LED lighting upgrades at Brian Bachmann Park soccer fields and Stephan C. Beachy Central Park softball fields for $1,080,892.

Relationship to Strategic Goals: (Select all that apply)
1. Financially Sustainable City
2. Core Services and Infrastructure
3. Diverse Growing Economy

Recommendation(s): Staff recommends the approval of Contract#18300354.

Summary: The intent of this contract is to address and upgrade the aging lighting systems at the Brian Bachmann Park soccer fields and Stephan C. Beachy Central Park softball fields. The current lighting systems are costly to maintain in their current state. This contract will allow for the upgrade to LED lighting systems. The new LED products have been designed to provide better lighting quality, while reducing maintenance and electrical costs.

The quotes for this contract utilize the BuyBoard Purchasing Cooperative Contract 512-16 from the BuyBoard Master Project 145396. Procurement Statutes allow for the use of purchasing cooperatives in lieu of a formal bidding process, as the services have already been bid by the cooperative.

Budget & Financial Summary: $1,080,892 City commitment from Parkland Dedication funds and the System Wide Park Improvements project.

- Brian Bachmann, CIP Parkland Dedication Funds $297,729
- Central Park, CIP System Wide Improvements $783,163

Reviewed and Approved by Legal: Yes

Attachments: Contract 18300354 is available for review in the City Secretary's Office.

Legislation Details (With Text)

File #:	18-0191	**Version:** 1		**Name:**	Chapter 16 Fire Code Section 16-52 Overcrowding Amend
Type:	Ordinance			**Status:**	Consent Agenda
File created:	3/7/2018			**In control:**	City Council Regular
On agenda:	3/22/2018			**Final action:**	

Title: Presentation, possible action, and discussion on an ordinance amending Chapter 16, “Fire Prevention and Protection,” Article III, “Fire Code,” Section 16-52 (3) of the Code of Ordinances of the City of College Station by allowing Fire and Law Enforcement Officials to temporarily suspend a certificate of occupancy for a twenty four hour period for overcrowding.

Sponsors: Eric Dotson

Indexes:

Code sections:

Attachments: Ch 16 Fire Code IFC Amend 2-12-18.pdf

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion on an ordinance amending Chapter 16, “Fire Prevention and Protection,” Article III, “Fire Code,” Section 16-52 (3) of the Code of Ordinances of the City of College Station by allowing Fire and Law Enforcement Officials to temporarily suspend a certificate of occupancy for a twenty four hour period for overcrowding.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Neighborhood Integrity
- Diverse Growing Economy
- Sustainable City

Recommendation(s): Staff Recommends Approval

Summary: Section 107.6.1 is added - to allow the Fire Code Official and Law Enforcement to suspend the Certificate of Occupancy for 24 hours for establishments that are overcrowded or in violation of any life safety codes.

Budget & Financial Summary: N/A

Attachments: Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 16, "FIRE PREVENTION AND PROTECTION," ARTICLE III, "FIRE CODE," SECTION 16-52 (3), OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO FIRE AND LAW ENFORCEMENT OFFICIALS TO TEMPORARILY SUSPEND A CERTIFICATE OF OCCUPANCY FOR OVERCROWDING OR LIFE SAFETY; 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 16, "Fire Prevention and Protection," Article III, "Fire Code," Section 16-52 (3) 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 shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _______ day of _________________, 20__.

ATTEST: **APPROVED:**

______________________________ ______________________________

City Secretary **Mayor**

APPROVED:

____

City Attorney

EXHIBIT A

That Chapter 16, "Fire Prevention and Protection," Article III, "Fire Code," Section 16-52 (3) of the Code of Ordinances of the City of College Station, Texas, is hereby amended by adding and is to read as follows:

Sec. 16-52. - Amendments to the International Fire Code.

(3) (a) Section 107.6.1 is added. **107.6.1 Certificate of Occupancy Temporary Suspension**. The Fire Code Official or any member of the Fire Department designated by the Fire Code Official, the Chief of Police, or any member of the Police Department designated by the Chief of Police is authorized, in writing, to immediately suspend a Certificate of Occupancy for a twenty-four (24) hour period where it is determined that the building or structure or portion thereof is Overcrowded, violating any life safety regulation or ordinance or violating any other ordinance adopted by this code.

Legislation Details (With Text)

File #:	18-0194 **Version:** 1	**Name:**	Resolution Authorizing Notice Certificates of Obligation
Type:	Presentation	**Status:**	Consent Agenda
File created:	3/6/2018	**In control:**	City Council Regular
On agenda:	3/22/2018	**Final action:**	
Title:	Presentation, possible action, and discussion to approve a resolution by the City Council of the City of College Station, Texas, directing publication of notice of intention to issue certificates of obligation, series 2018; and providing an effective date.		
Sponsors:	Mary Ellen Leonard		
Indexes:			
Code sections:			
Attachments:	Notice Resolution (COCS CO Ser 2018) (ver 1) -CK 2018 Debt Issue 03.08.18.pdf		

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion to approve a resolution by the City Council of the City of College Station, Texas, directing publication of notice of intention to issue certificates of obligation, series 2018; and providing an effective date.

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

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

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

Certificates of Obligation (COs) are based on the full faith and credit of the City and are paid primarily through the debt service portion of the ad valorem tax rate. Certificates of Obligation normally include at least one additional revenue stream besides the debt service portion of the tax rate such as utility revenues. The City's policy for issuing Certificates of Obligation allows more flexibility in their issue than General Obligation Bonds, which are authorized by the voters, particularly when other revenues are anticipated to assist in debt service.

The City's Financial Advisor recommended that the City issue Certificate of Obligations for utility projects instead of Utility Revenue Bonds (URBs). The Utility systems will cover their associated portion of debt service through utility revenues.

The Certificates issued will be used to fund street, public facilities, electric, water and wastewater projects, and pay debt issuance costs. The maximum amount of Certificates of Obligation indebtedness that may be authorized to be sold is $55,000,000.

At the April1 26^{h} meeting, the City Council will consider approval of the sale parameters for the General Obligation and Refunding Bonds, appoint a Paying Agent/Registrar, appoint Underwriters, adopt Bond Ordinances and authorized the preparation of the Official Statements for the General Obligation and Refunding Bonds and the Certificates of Obligations. If the ordinances are approved, the City Council will be delegating to the City Manager the authority to execute the bond sale and refunding.

Budget & Financial Summary: Staff reviewed the impact of the Certificates on the City's ability to meet debt service requirements and the effect they may have on the ad valorem tax rate. The impact on the tax rate and utility rates will be reviewed as part of the financial forecast and FY19 budget. The recommendation to move forward with this issue.

Attachments:

1. Resolution by the City Council of the City of College Station directing publication of notice of intention to issue Certificates of Obligation.
2. List of Projects

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS
COUNTY OF BRAZOS
CITY OF COLLEGE STATION

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

1. The City Council of the City convened in a regular meeting on March 22, 2018 at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Karl Mooney, Mayor
James Benham, Mayor Pro Tem
Robert Brick, Councilmember
Jerome Rektorik, Councilmember
Linda Harvell, Councilmember
John Nichols, Councilmember
Barry Moore, Councilmember

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

A RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, SERIES 2018; AND PROVIDING AN EFFECTIVE DATE.

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said Resolution; and, after due discussion, said motion prevailed and carried by the following vote:

AYES: ___ NOES: ___

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

SIGNED AND SEALED ON MARCH 22, 2018.

Tanya D. Smith City Secretary	Karl Mooney Mayor

(City Seal)

RESOLUTION NO. ________

A RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, SERIES 2018; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

Section 2. That the City Secretary shall cause said notice to be published, in the form attached hereto, in the "*Bryan-College Station Eagle*", a newspaper of general circulation in the City, for two consecutive weeks, the date of the first publication to be before the 30th day before the day tentatively proposed for authorizing the issuance of the Certificates of Obligation as shown in said notice.

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

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

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

PASSED AND APPROVED ON MARCH 22, 2018.

Karl Mooney, Mayor

ATTEST:

Tanya D. Smith, City Secretary

(City Seal)

APPROVED:

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

EXHIBIT A

NOTICE OF INTENTION TO ISSUE
CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that it is the intention of the City Council of the City of College Station, Texas, to issue one or more series of the interest bearing certificates of obligation of the City to be entitled "City of College Station, Texas Certificates of Obligation", for the purpose of paying contractual obligations to be incurred by the City, to-wit: (i) constructing and improving streets and roads including related drainage, landscaping, lighting, pedestrian improvements and signage related thereto; (ii) designing, constructing, equipping and installing park and recreation equipment and improvements including new and existing facilities, park infrastructure improvements, upgrades and rehabilitation; (iii) purchasing and installing technology improvements including video surveillance; (iv) purchasing land for a new Fire Station; (v) designing and constructing a new City Hall; (vi) constructing improvements and extensions to the City's combined waterworks, sewer and electric systems including distribution, transmission, system lines, wells, plant improvements, and acquisition of interests in land; and (vii) the payment of fiscal, engineering and legal fees incurred in connection therewith.

The City Council tentatively proposes to authorize the issuance of one or more series of Certificates of Obligation at its regular meeting place in the City Hall at a meeting to commence at 6:00 p.m., on April 26, 2018. The ordinances may authorize an authorized officer of the City to effect the sale and delivery of the Certificates of Obligation on a date or dates subsequent to the adoption of the ordinance. The maximum amount of Certificates of Obligation indebtedness that may be authorized to be sold on said date for such purposes described above is $55,000,000. The City Council presently proposes to provide for payment of the Certificates of Obligation from the levy of ad valorem taxes and from a limited surplus revenue pledge (not to exceed $1,000) derived from the operation of the City's waterworks, sewer and electric systems.

CITY OF COLLEGE STATION, TEXAS

2018 Draft Debt Issue **3/13/2018 11:37**

Gen'l Gov't Certificates of Obligation

Streets	**Proposed**		
	1,500,000	Cain/Deacon UP Railroad Crossing Switch	ST1602
	2,700,000	Rock Prairie Rd West - Wellborn Rd to City Limits	ST1604
	1,000,000	Capstone and Barron Realignment	ST1605
	1,000,000	NH Safety Imp - Holik, Park Pl, Anna & Glade	ST1606
	3,725,000	Royder Phase II - Backwater to FM 2154	ST1709
	200,000	Sidewalk/NH Plan/Street Modification Projects	ST1705/ST1804
	500,000	Lincoln Avenue Rehabilitation	ST1801
Streets Total	$ 10,625,000		
Parks Projects			
	800,000	System-Wide Park Improvements	PK1702
	785,000	Central Park Pavillion/Restroom Rehab	PK1802
	675,000	Central Park Athletic Field Restroom Rehab	PK1803
	950,000	Central Park Parking Lot Rehabilitation	PK1805
	600,000	Bee Creek Concessions/Restrooms	PK1804
	1,400,000	Southeast Park	HM1607
Parks Total	$ 5,210,000		
General Government			
	700,000	Fire Station #7	GG1804
	2,000,000	Design of New City Hall	GG1801
	350,000	Video Surveillance	CO1802
General Gov't Total	$ 3,050,000		
Governmental CO Subtotal	$ 18,885,000		

2018 Draft Debt Issue **3/13/2018 11:37**

Utility Certificates of Obligation

	Proposed		
	500,000	Woodson Village Rehabilitation	WA1957431
	920,000	Lakeway Water Line Extension	WA1869604
	1,200,000	RPR Elevated Storage Tank w/ PRV'S	WA1800001
	450,000	Eastgate Rehabilitation - Water	WF1656023
	500,000	30" Transmission Line Relocate - 2818/FM60	WA1965140
Water Projects	$ 3,570,000		
	2,500,000	Lick Creek Parallel Trunkline	WW1877335
	500,000	Northeast Sewer Trunkline Phase II	WW1957471
	500,000	Northeast Sewer Trunkline Phase III	WW1700002
	2,300,000	Medical District Trunkline Phase I	WW1800001
	1,700,000	Eastgate Rehabilitation - Wastewater	WF1656024
	500,000	Woodson Village Rehabilitation	WW1957430
	2,000,000	Carters Creek Electrical Improvements	WF1677128
Wastewater Projects	$ 10,000,000		
	6,300,000	Graham Road Substation and Feeders	
Electric Projects	$ 6,300,000		
Utility CO Subtotal	$ 19,870,000		
Estimated Debt Issuance Costs	$ 500,000		
Total Debt Issue	$ 39,255,000		

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City Hall
1101 Texas Ave
College Station, TX 77840

Legislation Details (With Text)

File #:	18-0197	**Version:** 1	**Name:**	Holleman Drive South Construction Speed Limit	
Type:	Ordinance		**Status:**	Consent Agenda	
File created:	3/7/2018		**In control:**	City Council Regular	
On agenda:	3/22/2018		**Final action:**		

Title: Presentation, possible action, and discussion on an ordinance temporarily amending Chapter 38 "Traffic and Vehicles", Section 38-1013 "Traffic Schedule XIII", "Temporary Speed Limits" by amending the posted speed limit on Holleman Drive South between Rock Prairie Road West and North Dowling Road to 30 mph during the Holleman Drive South Widening project.

Sponsors: Donald Harmon

Indexes:

Code sections:

Attachments: Holleman Drive S. Temp Speed Limit
HollemanProjectLocationSpeed Reduction

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion on an ordinance temporarily amending Chapter 38 "Traffic and Vehicles", Section 38-1013 "Traffic Schedule XIII", "Temporary Speed Limits" by amending the posted speed limit on Holleman Drive South between Rock Prairie Road West and North Dowling Road to 30 mph during the Holleman Drive South Widening project.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: The City is widening Holleman Drive S. from a two lane to a four lane roadway with median/center turn lane. The project will include the reconstruction of the road subgrade, placement of concrete, curb and gutter, utilities, illumination, sidewalk and multi-use path and traffic signals at Rock Prairie and the new CSISD elementary school entrance. The project is estimated to take one year to complete. Due to reduced travel lanes and the close proximity of motorists in the construction zone to workers and equipment, staff is pursuing the temporary establishment of a 30 mph construction zone speed limit, which will lower the speed limit from the posted speed limit of 60 mph along Holleman Drive S. The temporary speed reduction ordinance will expire at the completion of the project.

Budget & Financial Summary: The contractor will install and maintain the necessary speed limit signs associated with this temporary speed reduction as part of the project traffic control plan.

Attachments:

1. Ordinance
2. Location Map

ORDINANCE NO. __________

AN ORDINANCE AMENDING CHAPTER 38, "TRAFFIC AND VEHICLES," ARTICLE VI "TRAFFIC SCHEDULES," SECTION 38-1013 "TRAFFIC SCHEDULE XIII, TEMPORARY SPEED LIMITS," ON HOLLEMAN DRIVE SOUTH 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 38-1013 "Traffic Schedule XIII, Speed Limits," of The Code of Ordinances of The City of College Station, Texas, be amended as set out in **Exhibit "A"** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar ($1.00) and not more than two thousand dollars ($2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this ______ day of _______________, 20__.

ATTEST: **APPROVED:**

______________________________ ______________________________

City Secretary **Mayor**

APPROVED:

____

City Attorney

Exhibit A

That Chapter 38, “Traffic and Vehicles,” Article VI. “Traffic Schedules,” Section 38-1013 “Traffic Schedule XIII, Temporary Speed Limits,” is hereby amended to read as follows by adding:

Holleman Drive South, from the Rock Prairie Road West to North Dowling Road, the speed limit shall be thirty (30) miles per hour in construction areas or zones when said speed is posted. This temporary speed reduction ordinance will expire when the temporary speed limit signs are removed at the completion of the construction project. This ordinance does not repeal any speed limit ordinances in Sec. 38-17.


Holleman South Widening Project
Location Map
N
W
E
S
Dowling Rd
N Dowling Rd
Holleman Dr S
Holleman Speed Reduction Ordinance Limit
Rock Prairie Rd W

Legislation Details (With Text)

File #:	18-0198	**Version:** 1		**Name:**	Wellborn Special Utility District ILA for Holleman Drive South
Type:	Agreement			**Status:**	Consent Agenda
File created:	3/7/2018			**In control:**	City Council Regular
On agenda:	3/22/2018			**Final action:**	
Title:	Presentation, possible action, and discussion regarding approval of an Interlocal Agreement with Wellborn Special Utility District for reimbursement of construction costs of Wellborn Waterline relocations necessary for the construction of the Holleman South Widening Project.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	WSUD ILA Holleman HollemanProjectLocation				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding approval of an Interlocal Agreement with Wellborn Special Utility District for reimbursement of construction costs of Wellborn Waterline relocations necessary for the construction of the Holleman South Widening Project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the Interlocal Agreement

Summary: The Holleman South Widening Project will reconstruct Holleman from North Dowling to Rock Prairie West. The improvements will necessitate the relocation of Wellborn waterlines within the City right-of-way. The relocations have been included in the project documents so they may be constructed with the existing construction contract upon an executed agreement for cost reimbursement as detailed in the Interlocal Agreement.

Reviewed and Approved by Legal: Yes

Budget & Financial Summary: Budget in the amount of $11,905,000 for the Holleman Dr. South Widening project is included in the Streets Capital Improvement Projects Fund and will cover the costs of the work prior to reimbursement from WSUD for the actual costs.

Attachments:

1. Signed ILA
2. Project Map

RELOCATION UTILITIES AGREEMENT

BETWEEN WELLBORN SPECIAL UTILITY DISTRICT

AND CITY OF COLLEGE STATION, TEXAS

This interlocal agreement ("Agreement") is entered into by and between **Wellborn Special Utility District** ("WSUD") and the **City of College Station, Texas** ("City" or "COCS"), a Texas home rule municipality regarding the relocation and construction of utilities.

Whereas, a portion of Holleman Drive South and Rock Prairie Road are public roadways located within the City; and

Whereas, the City intends to make certain improvements to such portions of Holleman Drive South and Rock Prairie Road with the Holleman Drive South Widening Project (the "Project"); and

Whereas, WSUD is the owner of public water services running near and along such portion of Holleman Drive South and Rock Prairie Road; and

Whereas, the Project will necessitate the adjustment, removal, and/or relocation of a portion WSUD's utility facilities along said portion of Holleman Drive South and Rock Prairie Road so as to be located at a different location and at a greater depth than currently; and

Whereas, WSUD and the City desire to enter into this interlocal agreement wherein the City shall be responsible for the adjustment, removal and/or relocation of multiple existing WSUD waterline locations necessitated by the Project and WSUD agrees to reimburse the City for the agreed upon costs for the adjustments of the waterline shown in Exhibit "A"; and

Whereas, WSUD and the City desire to enter into this interlocal agreement pursuant to the Texas Interlocal Cooperation Act, codified at Chapter 791 Texas Government Code;

Now therefore,

The parties hereto covenant and agree mutually as follows:

Article I. Relocation of Utilities.

The City agrees to relocate, remove, and adjust WSUD's existing twelve-inch (12") waterline as shown in Exhibit "A". WSUD agrees to assume fifty percent (50%) of the actual costs associated with the relocation of the twelve-inch (12") waterline and the City agrees to assume fifty percent (50%) of the actual costs associated with the portion of the work identified and as shown in Exhibit "B", "Relocation Costs". Currently, the estimated cost of the portion of the relocation of the twelve-inch (12") waterline assumed by WSUD is estimated to be $46,109.

The City agrees to relocate, remove, and adjust WSUD's existing eight-inch (8") waterline at Momma Bear as shown in Exhibit "A". WSUD agrees to assume the actual costs associated with the relocation of the eight-inch (8") waterline work identified and as shown in Exhibit "B", "Relocation Costs". Currently, the estimated cost of the relocation of the eight-inch (8") waterline assumed by WSUD is estimated to be $33,558.

The City agrees to relocate, remove, and adjust WSUD's existing eight-inch (8") and twelve-inch (12") waterlines at Deacon Drive as shown in Exhibit "A". WSUD agrees to assume the actual costs associated with the relocation of the eight-inch (8") and twelve-inch (12") waterline work identified and as shown in Exhibit "B", "Relocation Costs". Currently, the estimated cost of the relocation of the eight-inch (8") and twelve-inch (12") waterlines assumed by WSUD is estimated to be $39,788.

The City agrees to relocate, remove, adjust and upsize WSUD's existing four-inch (4") waterline at Cain Road with an eight-inch (8") waterline as shown in Exhibit "A". WSUD agrees to assume the actual costs associated with the relocation and upsizing of the four-inch (4") to an eight-inch (8") waterline work identified and as shown in Exhibit "B", "Relocation Costs". Currently, the estimated cost of the relocation and upsizing of the Cain Road waterline assumed by WSUD is estimated to be $30,524.

The City agrees to cap, abandon, and adjust WSUD's existing eight-inch (8") and twelve-inch (12") waterlines along Rock Prairie, Pet Zone and end of line locations, as shown in Exhibit "A". WSUD agrees to assume the actual costs associated with the cap, abandon, and adjust of WSUD's existing eight-inch (8") and twelve-inch (12") waterlines work identified and as shown in Exhibit "B", "Relocation Costs". Currently, the estimated cost of the cap, abandon and adjust waterline assumed by WSUD is estimated to be $55,657.

The City agrees to relocate, remove, and adjust WSUD's existing twelve-inch (12") waterline at the creek crossing on Rock Prairie Rd as shown in Exhibit "A". The City agrees to assume the actual costs associated with the portion of the work identified and as shown in Exhibit "B", "Relocation Costs". Currently, the estimated cost of the portion of the relocation of the twelve-inch (12") waterline assumed by the City is estimated to be $39,496.

The City assumes responsibility for the bidding, permitting, and construction of all of the work identified in Exhibit "A" in accordance with applicable statutes and regulations. Upon completion and written notification by City to WSUD of the removal, adjustment, resizing, and/or relocation of WSUD facilities by City as described in the above paragraphs, WSUD shall reimburse City for the full actual costs of the portion of the work as agreed upon in Exhibit "B" performed by the City, within 30 days of receipt of such notification.

WSUD and the City agree that any and all payments in exchange for governmental functions or services will be made from current revenues available to the paying party.

Article II. Hold Harmless.

To the extent permitted by law and without waiving each respective party's governmental immunity or the limitations as to damages contained in the Texas Tort Claims Act, WSUD and the City agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, arising out of any claim in connection with the work done under this Agreement alleging (i) injury or death of any person; (ii) damage to any property; or (iii) breach of contract.

Article III. Miscellaneous.

The laws of the State of Texas govern this Agreement and venue shall be in Brazos County, Texas. Waiver of one provision or on one occasion with respect to this Agreement does not constitute waiver of other provisions or on other occasions. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. This Agreement may be amended only in writing by the parties hereto. This Agreement may not be assigned by a party without the written approval of the other. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

The individuals signing below have been duly authorized to sign on behalf of their respective entity.

This Agreement shall go in to effect as of the date of final approval by the governing bodies of both parties.

This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

List of Exhibits:

Exhibit “A” – Holleman Drive Waterline Scope

Exhibit “B” – Relocation Costs

WELLBORN SPECIAL UTILITY DISTRICT

By: George Faulkner

Title: President

Date: February 20, 2018

ATTEST:

By: ____________________
District Secretary

CITY OF COLLEGE STATION, TEXAS

By: Karl Mooney

Title: Mayor

Date: ____________________

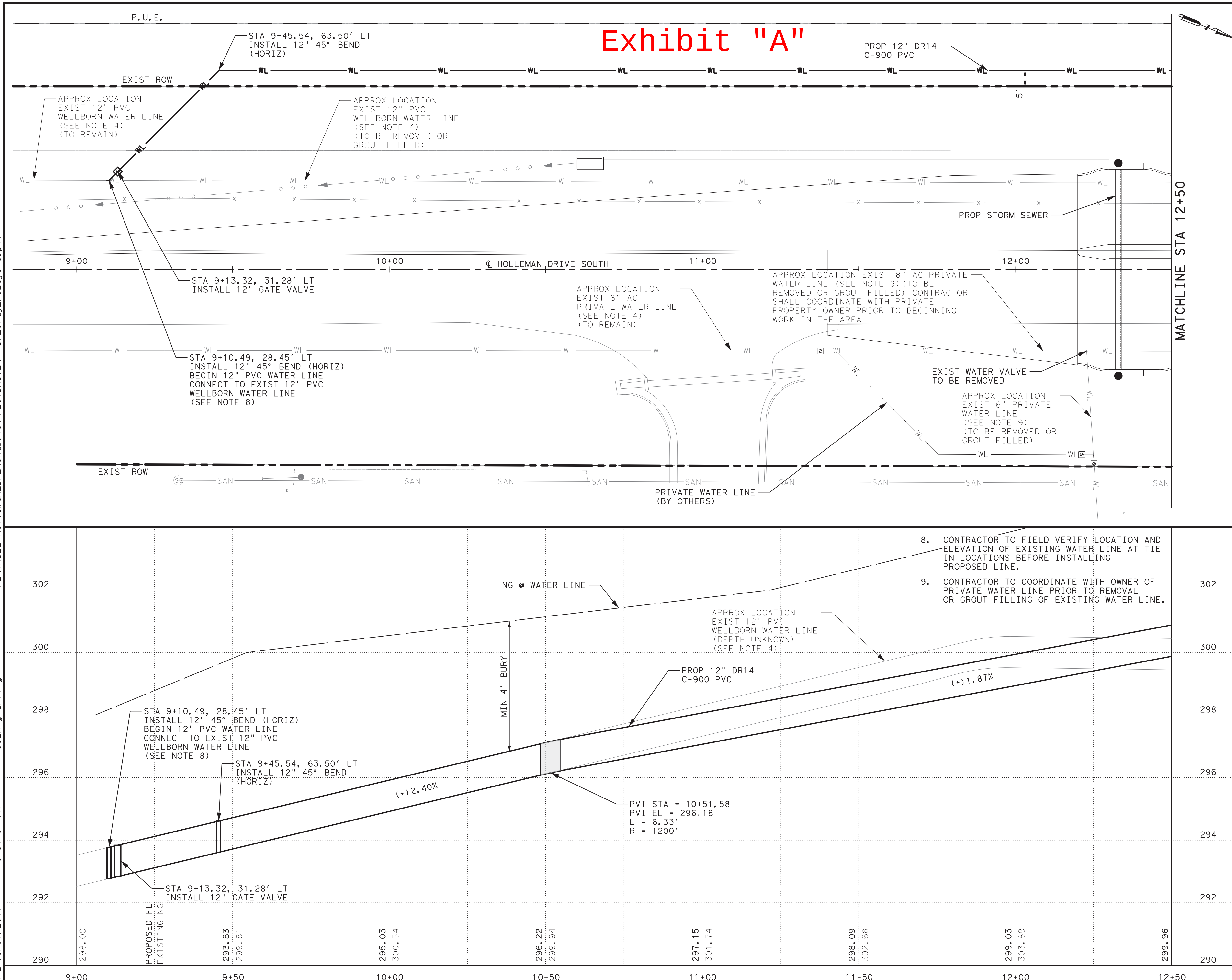
ATTEST:

By: ____________________
City Secretary

APPROVED:

By: ____________________
City Attorney

Exhibit "A"



LEGEND:

SS	SANITARY SEWER MANHOLE
●	UTILITY POLE
	GUY WIRE
	PROPOSED DITCH
—WL—	WATER LINE
-BTU OE-	BTU OVERHEAD ELECTRIC
—TEL—	TELEPHONE LINE
—SAN—	SANITARY SEWER LINE
—GAS—	GAS LINE
—FO—	FIBER OPTIC LINE
—STM—	STORM SEWER LINE
—UGE—	UNDERGROUND ELECTRIC
-VERIZON-	VERIZON LINE
-HALCON GAS-	HALCON GAS
○	TREE
	WATER VALVE
	LUMINAIRE
	BLOW OFF ASSEMBLY

NOTES:

1. SEE REMOVAL LAYOUTS FOR UTILITY RELOCATION INFORMATION.
2. CONTRACTOR MAY ENCOUNTER AN ABANDONED WATER LINE. REFER TO GENERAL NOTES AND REMOVALS FOR INFO.
3. ADJUST LOCATIONS OF FITTINGS AS NECESSARY FOR PROPER INSTALLATION.
4. EXISTING UTILITIES SHOWN ACCORDING TO BEST AVAILABLE DATA. CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES BEFORE INSTALLING PROPOSED LINES.
5. CONTRACTOR TO PROVIDE TRENCH SAFETY FOR EXCAVATIONS DEEPER THAN 5 FEET.
6. CONTRACTOR SHALL USE RESTRAINED JOINTS FOR ALL BENDS AND FITTINGS.
7. CONTRACTOR SHALL INSTALL TRACER WIRE & SNAKE PIT ACCESS PER BCS W1-3.
8. CONTRACTOR TO FIELD VERIFY LOCATION AND ELEVATION OF EXISTING WATER LINE AT TIE IN LOCATIONS BEFORE INSTALLING PROPOSED LINE.
9. CONTRACTOR TO COORDINATE WITH OWNER OF PRIVATE WATER LINE PRIOR TO REMOVAL OR GROUT FILLING OF EXISTING WATER LINE.

STATE OF TEXAS
ELEANOR R. RIVERA
87879
LICENSED
PROFESSIONAL ENGINEER

Eleanor R. Rivera 10-31-17

CITY OF COLLEGE STATION

Binkley & Barfield, Inc
consulting engineers
Texas Registration Number F-257

HOLLEMAN DRIVE SOUTH
REHABILITATION

WATER LINE PLAN & PROFILE
BEGIN TO STA 12+50

SHEET 1 OF 8

PROJECT NUMBER	SHEET NUMBER
ST1607	203

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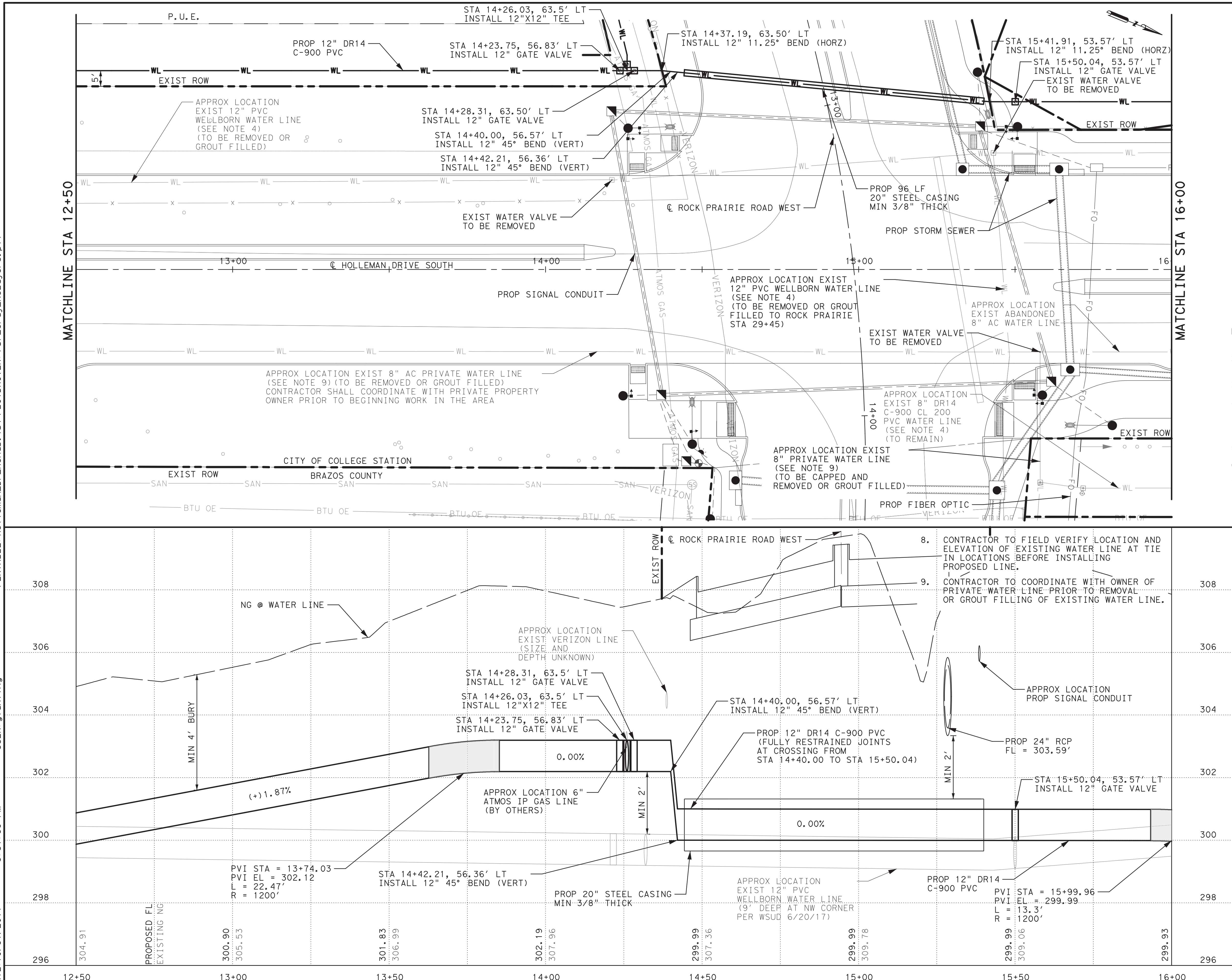

LEGEND:

SS	SANITARY SEWER MANHOLE
●	UTILITY POLE
	GUY WIRE
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—WL—	WATER LINE
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STATE OF TEXAS
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HOLLEMAN DRIVE SOUTH
REHABILITATION

WATER LINE PLAN & PROFILE
STA 12+50 TO STA 16+00

SHEET 2 OF 8

PROJECT NUMBER	SHEET NUMBER
ST1607	204

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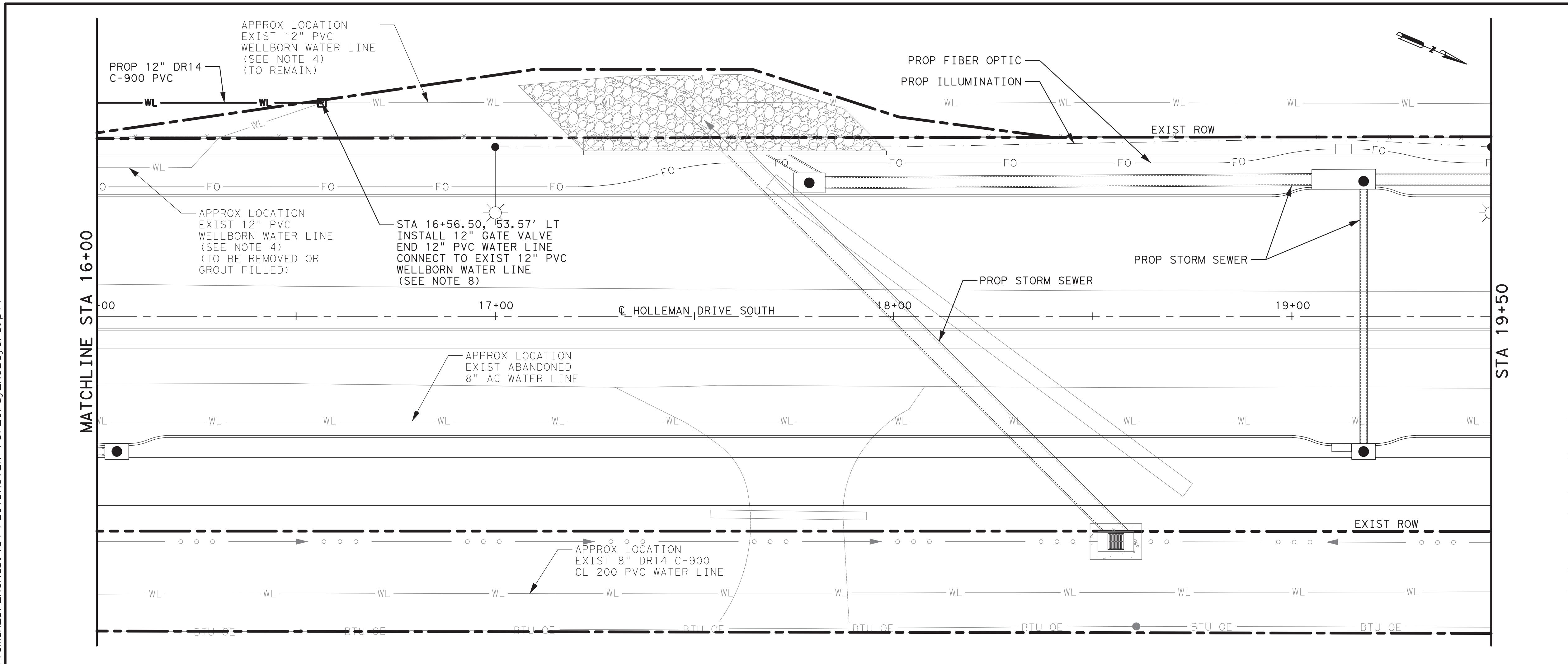

LEGEND:

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●	UTILITY POLE
	GUY WIRE
	PROPOSED DITCH
—WL—	WATER LINE
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7. CONTRACTOR SHALL INSTALL TRACER WIRE & SNAKE PIT ACCESS PER BCS W1-3.

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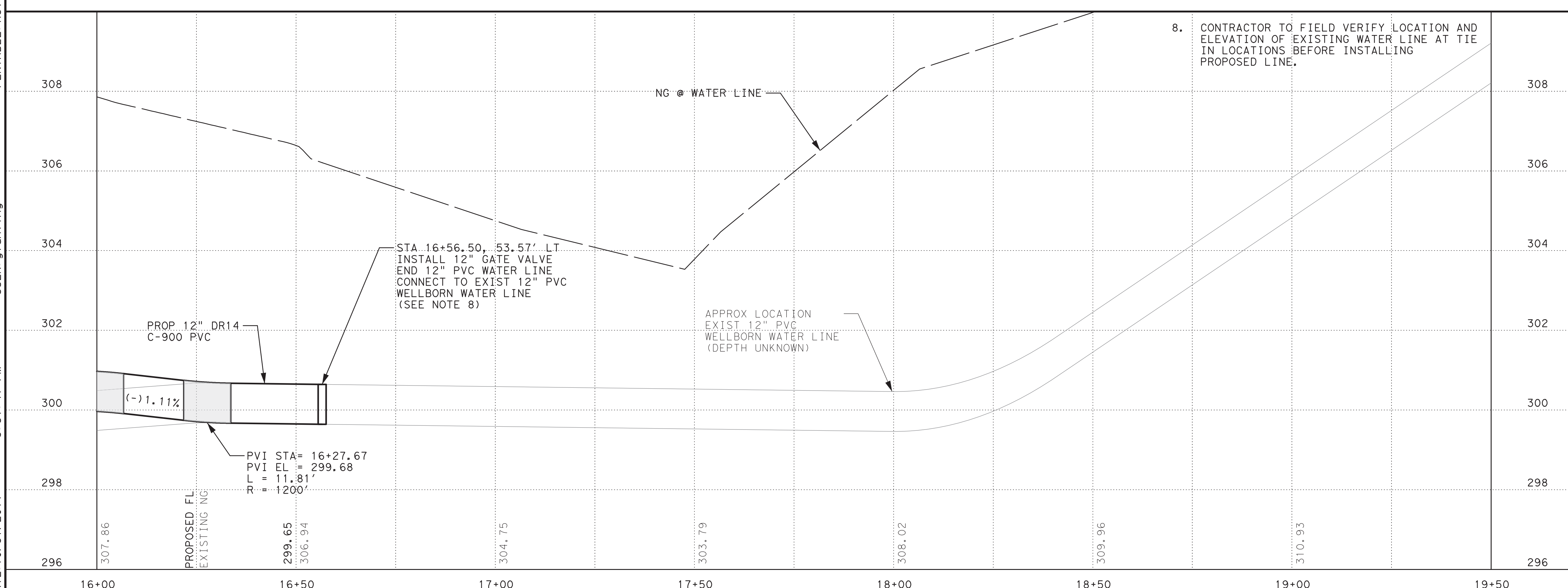

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HOLLEMAN DRIVE SOUTH
REHABILITATION

WATER LINE PLAN & PROFILE
STA 16+00 TO STA 19+50

SHEET 3 OF 8

PROJECT NUMBER	SHEET NUMBER
ST1607	205

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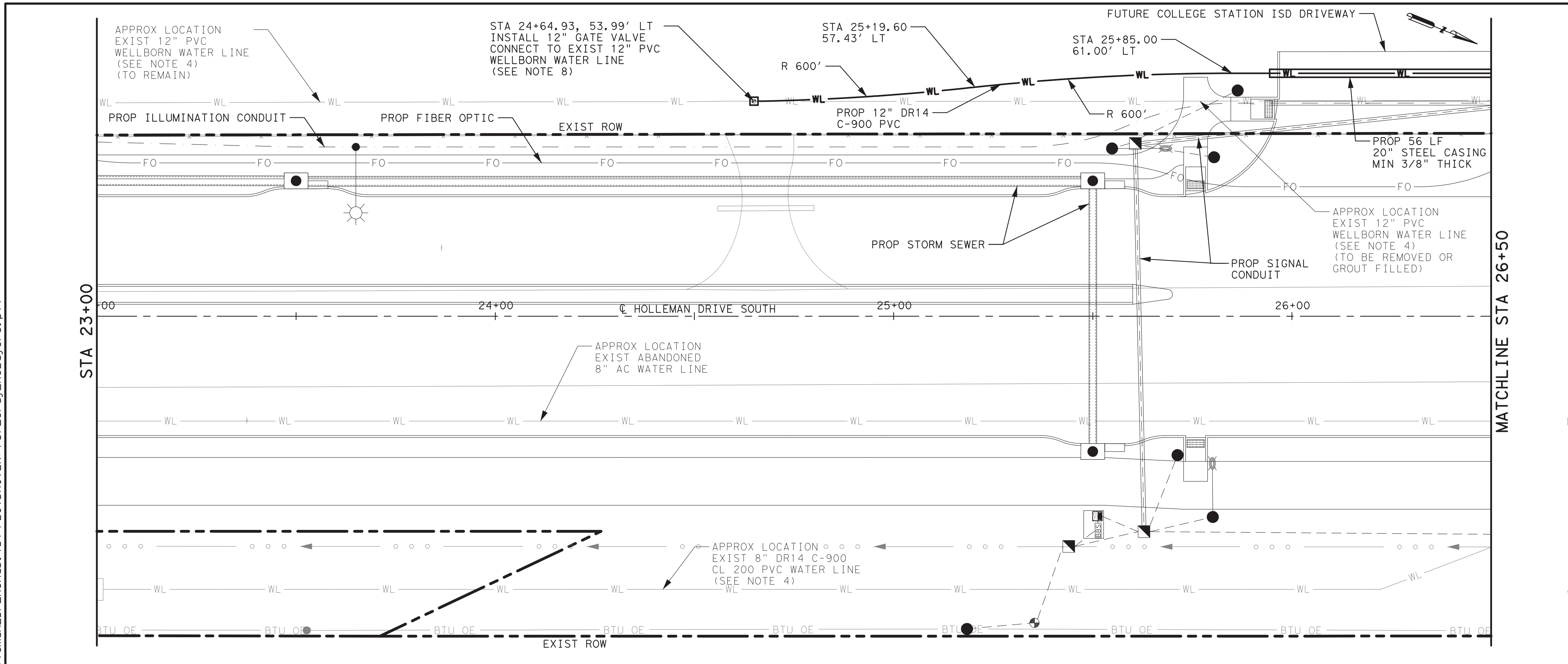

LEGEND:

SS	SANITARY SEWER MANHOLE
●	UTILITY POLE
	GUY WIRE
◄ ∘ ∘ ∘	PROPOSED DITCH
—WL—	WATER LINE
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—TEL—	TELEPHONE LINE
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	WATER VALVE
	LUMINAIRE
	BLOW OFF ASSEMBLY

NOTES:
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2. CONTRACTOR MAY ENCOUNTER AN ABANDONED WATER LINE. REFER TO GENERAL NOTES AND REMOVALS FOR INFO.
3. ADJUST LOCATIONS OF FITTINGS AS NECESSARY FOR PROPER INSTALLATION.
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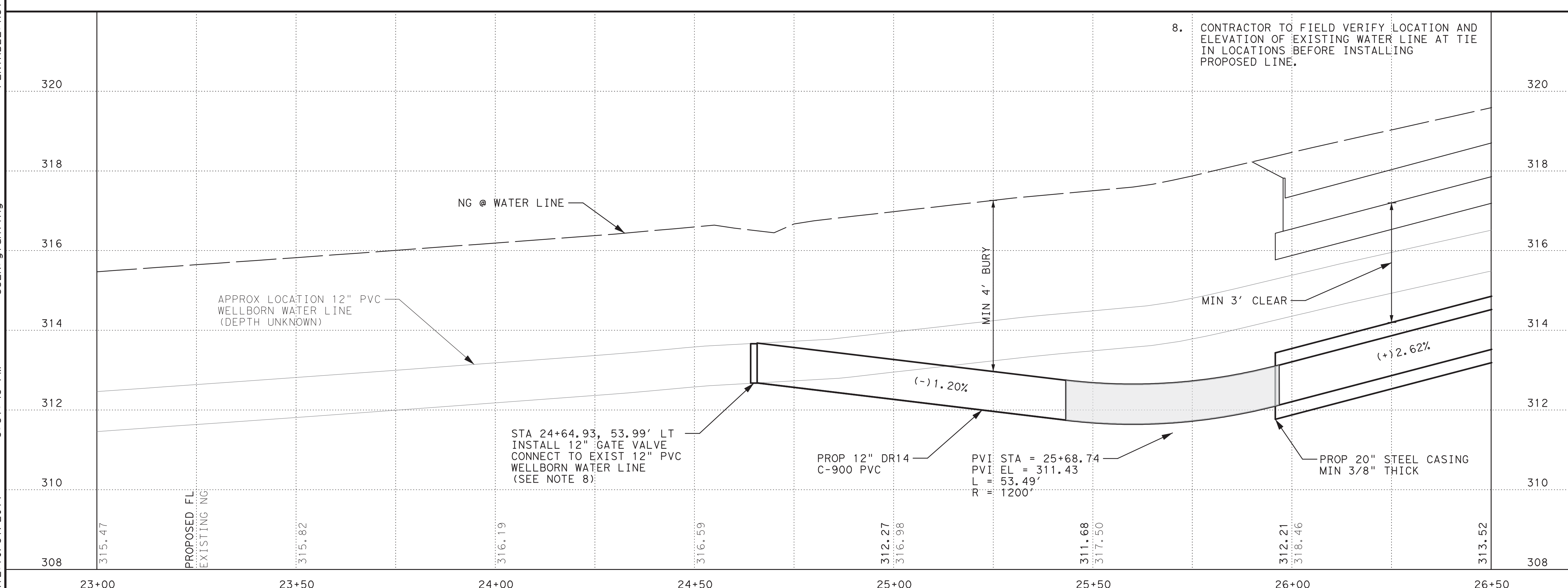
6. CONTRACTOR SHALL USE RESTRAINED JOINTS FOR ALL BENDS AND FITTINGS.
7. CONTRACTOR SHALL INSTALL TRACER WIRE & SNAKE PIT ACCESS PER BCS W1-3.

0' 15' 30'

8. CONTRACTOR TO FIELD VERIFY LOCATION AND ELEVATION OF EXISTING WATER LINE AT TIE IN LOCATIONS BEFORE INSTALLING PROPOSED LINE.



STATE OF TEXAS
ELEANOR R. RIVERA
87879
LICENSED PROFESSIONAL ENGINEER

Eleanor R. Rivera 10-31-17

CITY OF COLLEGE STATION

Binkley & Barfield, Inc
consulting engineers
Texas Registration Number F-257

HOLLEMAN DRIVE SOUTH
REHABILITATION

WATER LINE PLAN & PROFILE
STA 23+00 TO STA 26+50

SHEET 4 OF 8

PROJECT NUMBER	SHEET NUMBER
ST1607	206

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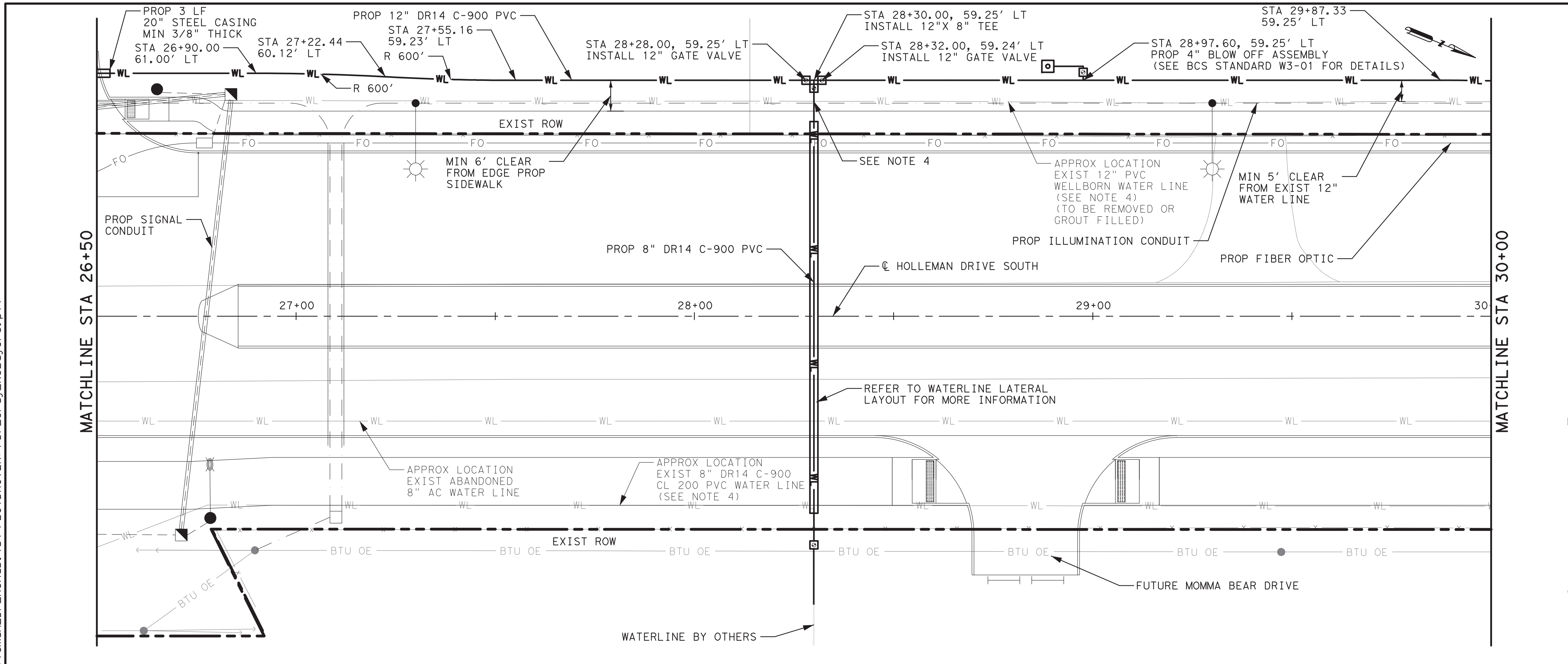

LEGEND:

SS	SANITARY SEWER MANHOLE
	UTILITY POLE
	GUY WIRE
	PROPOSED DITCH
WL	WATER LINE
BTU OE	BTU OVERHEAD ELECTRIC
TEL	TELEPHONE LINE
SAN	SANITARY SEWER LINE
GAS	GAS LINE
FO	FIBER OPTIC LINE
STM	STORM SEWER LINE
UGE	UNDERGROUND ELECTRIC
VERIZON	VERIZON LINE
HALCON GAS	HALCON GAS
	TREE
	WATER VALVE
	LUMINAIRE
	BLOW OFF ASSEMBLY

NOTES:
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0' 15' 30'

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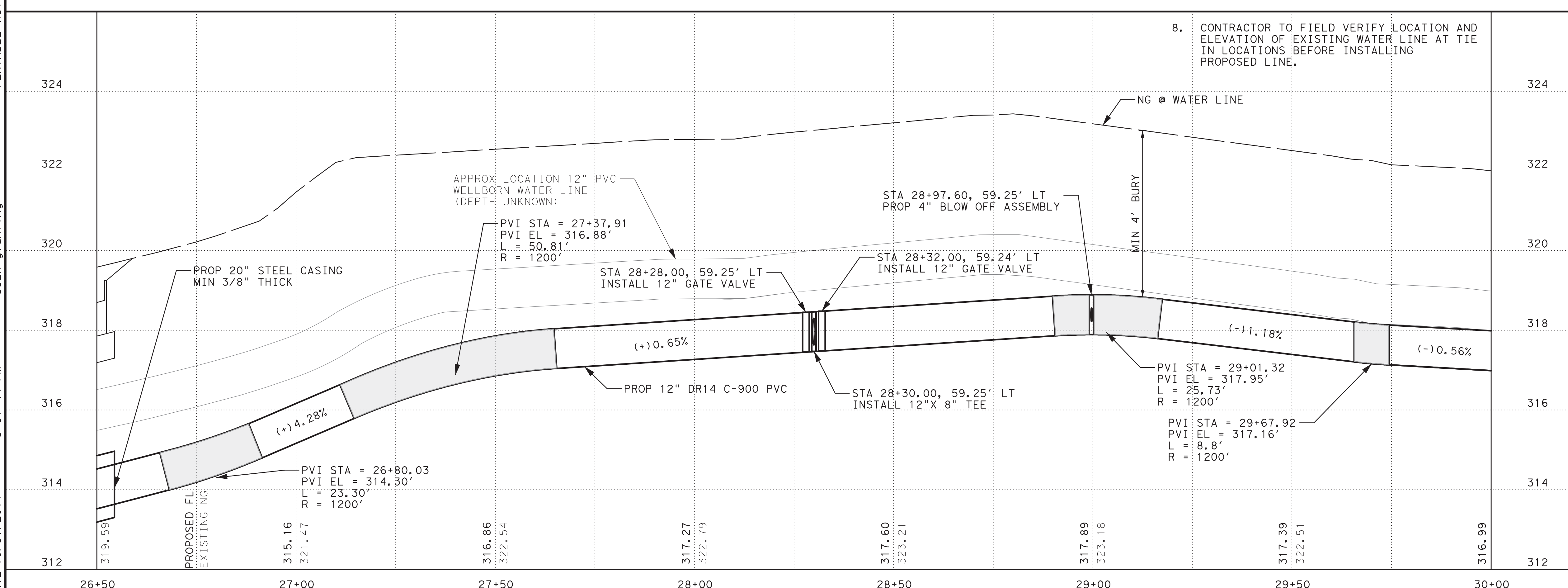

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HOLLEMAN DRIVE SOUTH
REHABILITATION

WATER LINE PLAN & PROFILE
STA 26+50 TO STA 30+00

SHEET 5 OF 8

PROJECT NUMBER	SHEET NUMBER
ST1607	207

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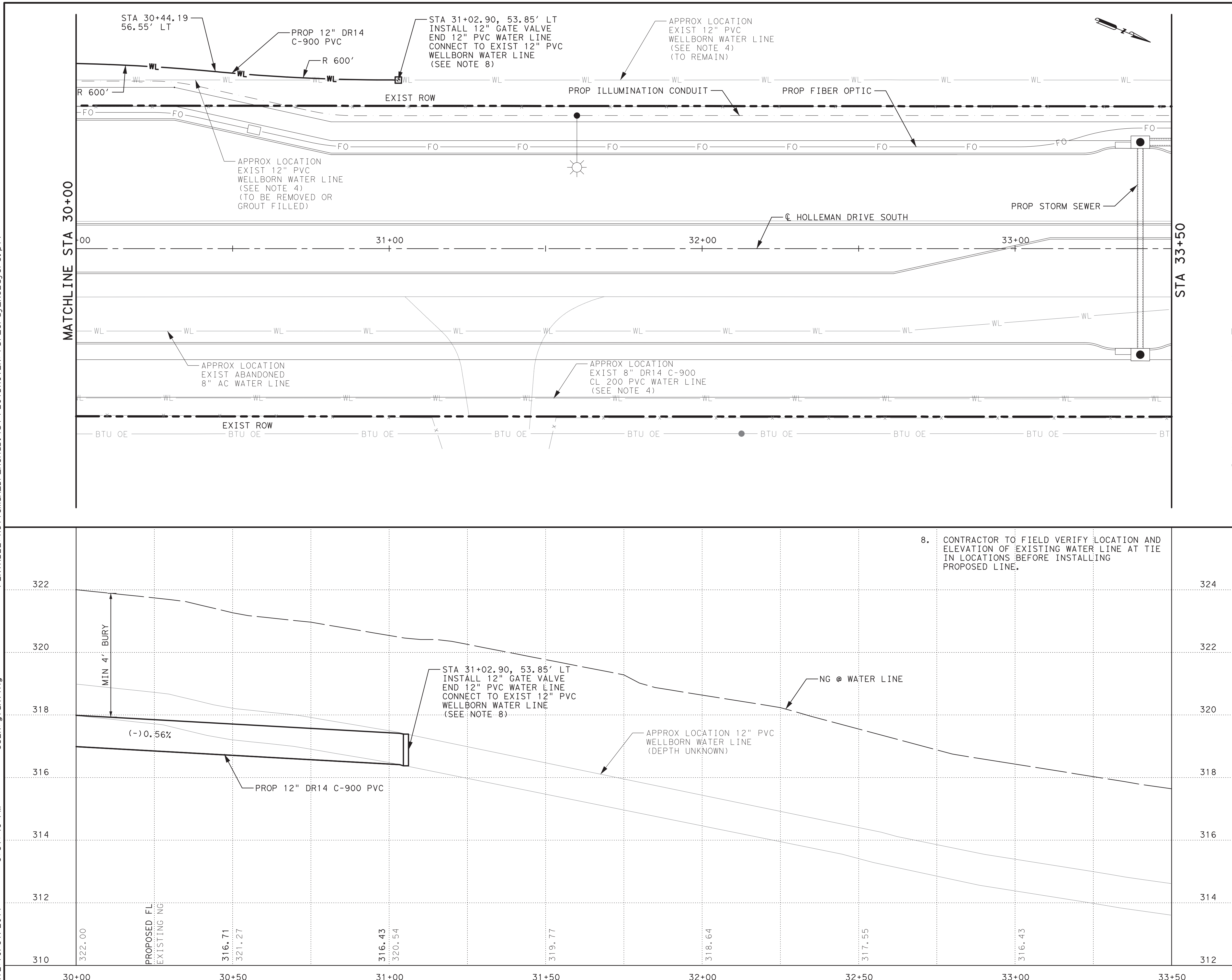

LEGEND:

SS	SANITARY SEWER MANHOLE
●	UTILITY POLE
	GUY WIRE
	PROPOSED DITCH
—WL—	WATER LINE
-BTU OE-	BTU OVERHEAD ELECTRIC
—TEL—	TELEPHONE LINE
—SAN—	SANITARY SEWER LINE
—GAS—	GAS LINE
—FO—	FIBER OPTIC LINE
—STM—	STORM SEWER LINE
—UGE—	UNDERGROUND ELECTRIC
-VERIZON-	VERIZON LINE
-HALCON GAS-	HALCON GAS
○	TREE
	WATER VALVE
	LUMINAIRE
	BLOW OFF ASSEMBLY

NOTES:
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HOLLEMAN DRIVE SOUTH
REHABILITATION

WATER LINE PLAN & PROFILE
STA 30+00 TO STA 33+50

SHEET 6 OF 8

PROJECT NUMBER	SHEET NUMBER
ST1607	208

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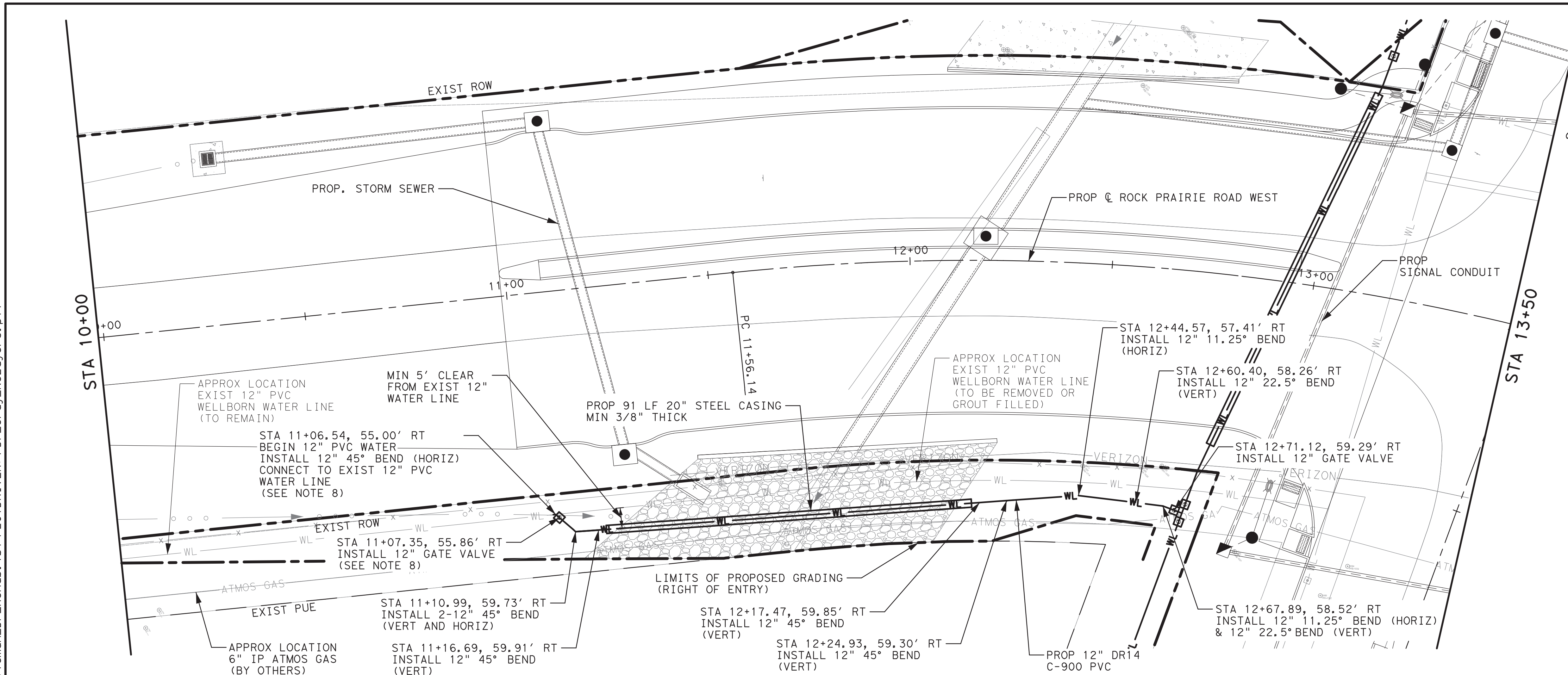

LEGEND:

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	GUY WIRE
	PROPOSED DITCH
—WL—	WATER LINE
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—UGE—	UNDERGROUND ELECTRIC
-VERIZON-	VERIZON LINE
-HALCON GAS-	HALCON GAS
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	LUMINAIRE
	BLOW OFF ASSEMBLY

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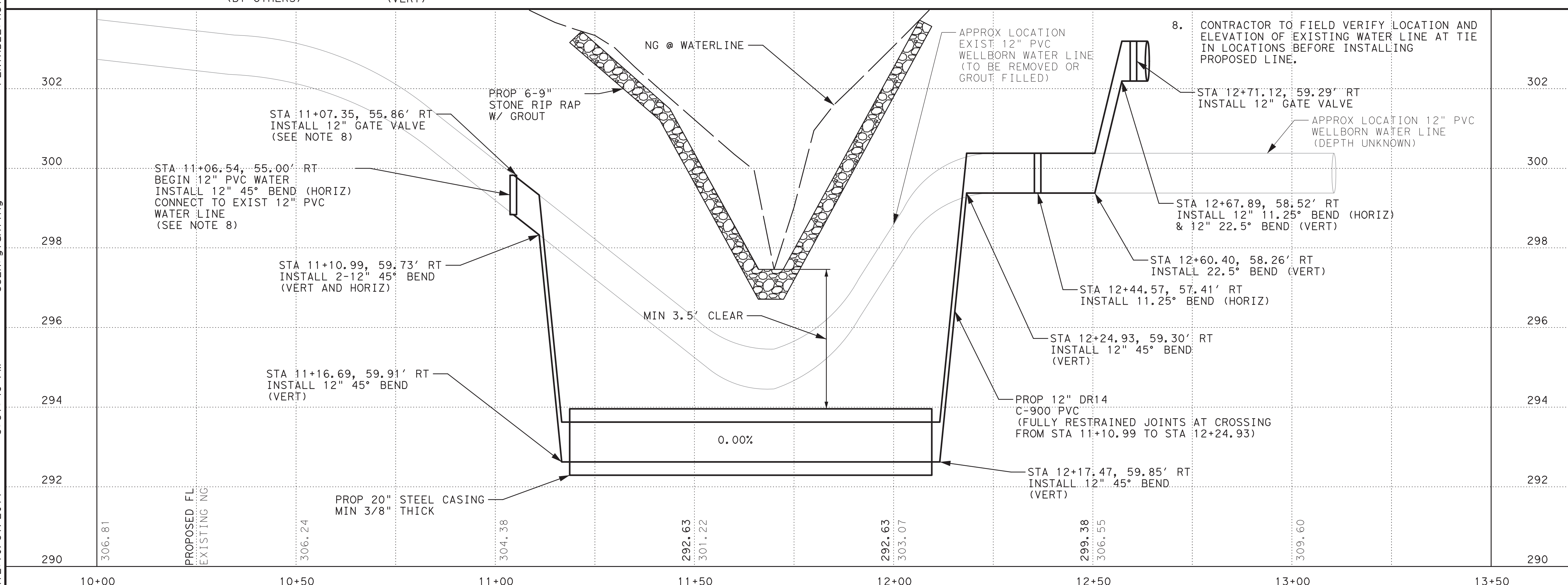

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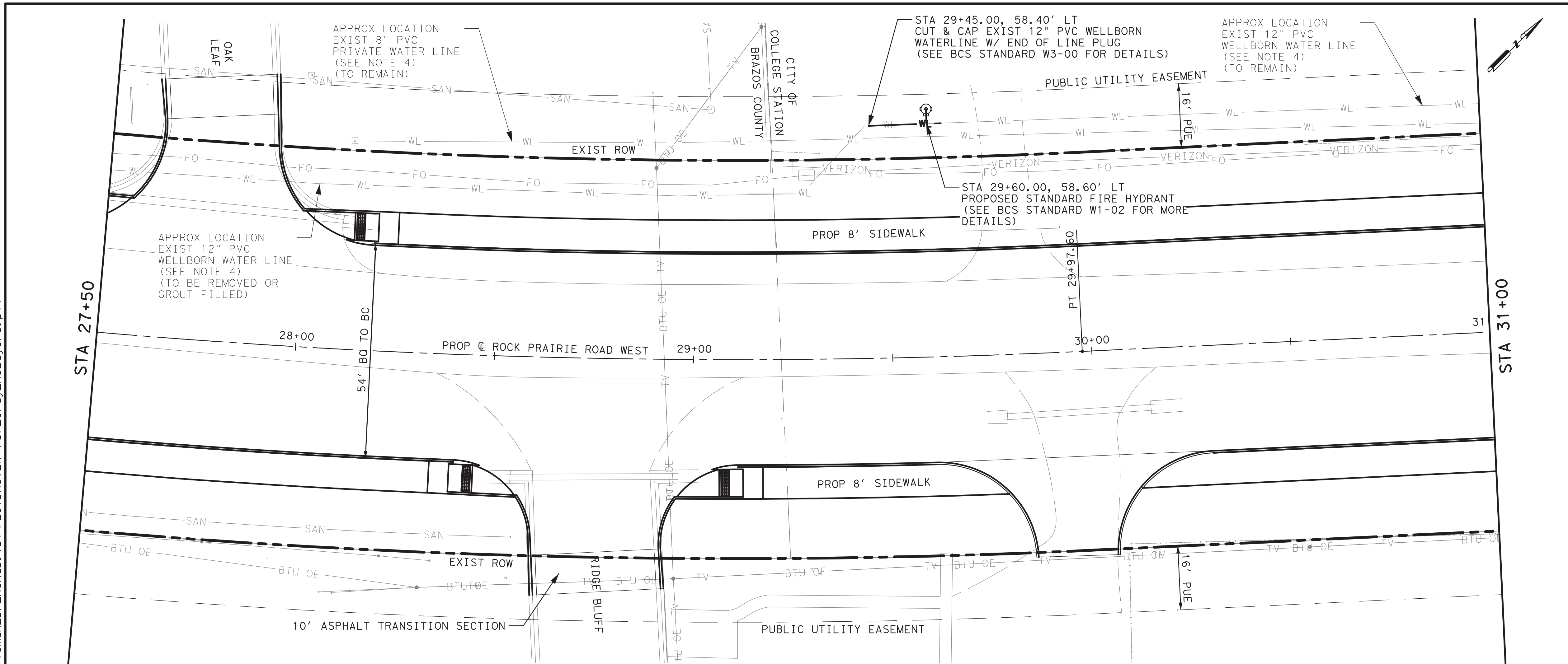
HOLLEMAN DRIVE SOUTH
REHABILITATION
ROCK PRAIRIE ROAD WEST
WATER LINE PLAN & PROFILE
STA 10+00 TO STA 13+50

SHEET 7 OF 8

PROJECT NUMBER	SHEET NUMBER
ST1607	209



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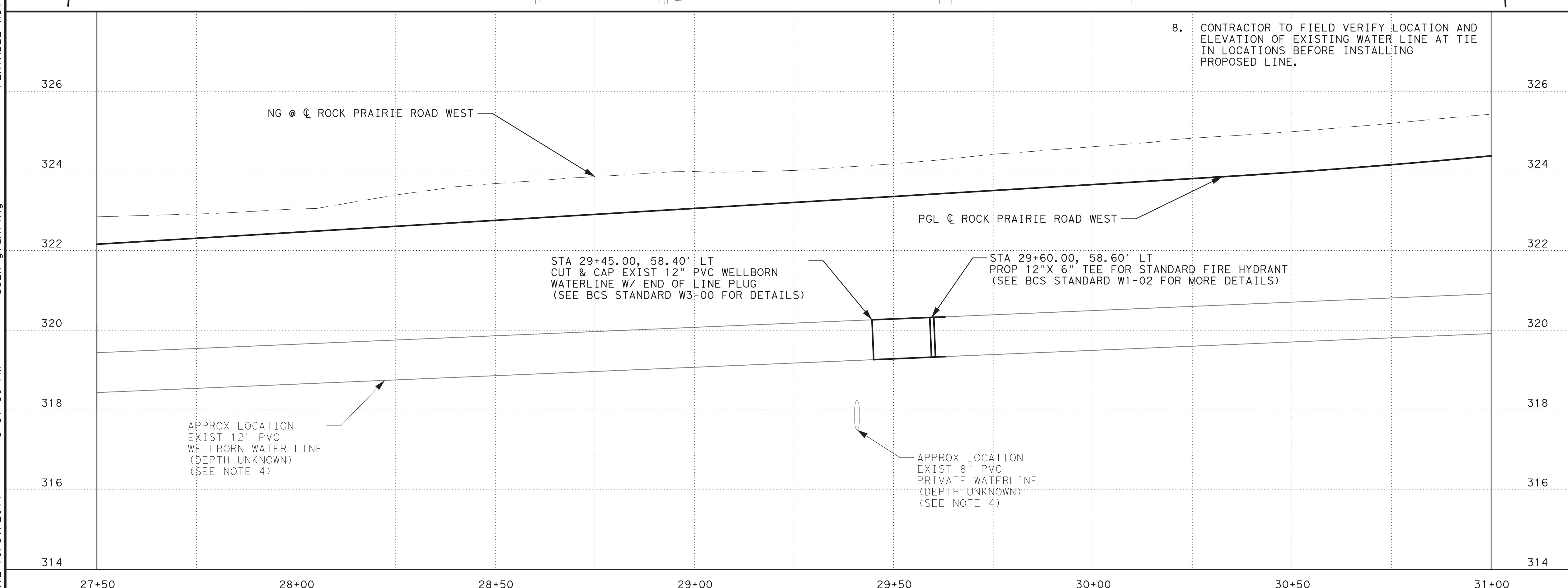

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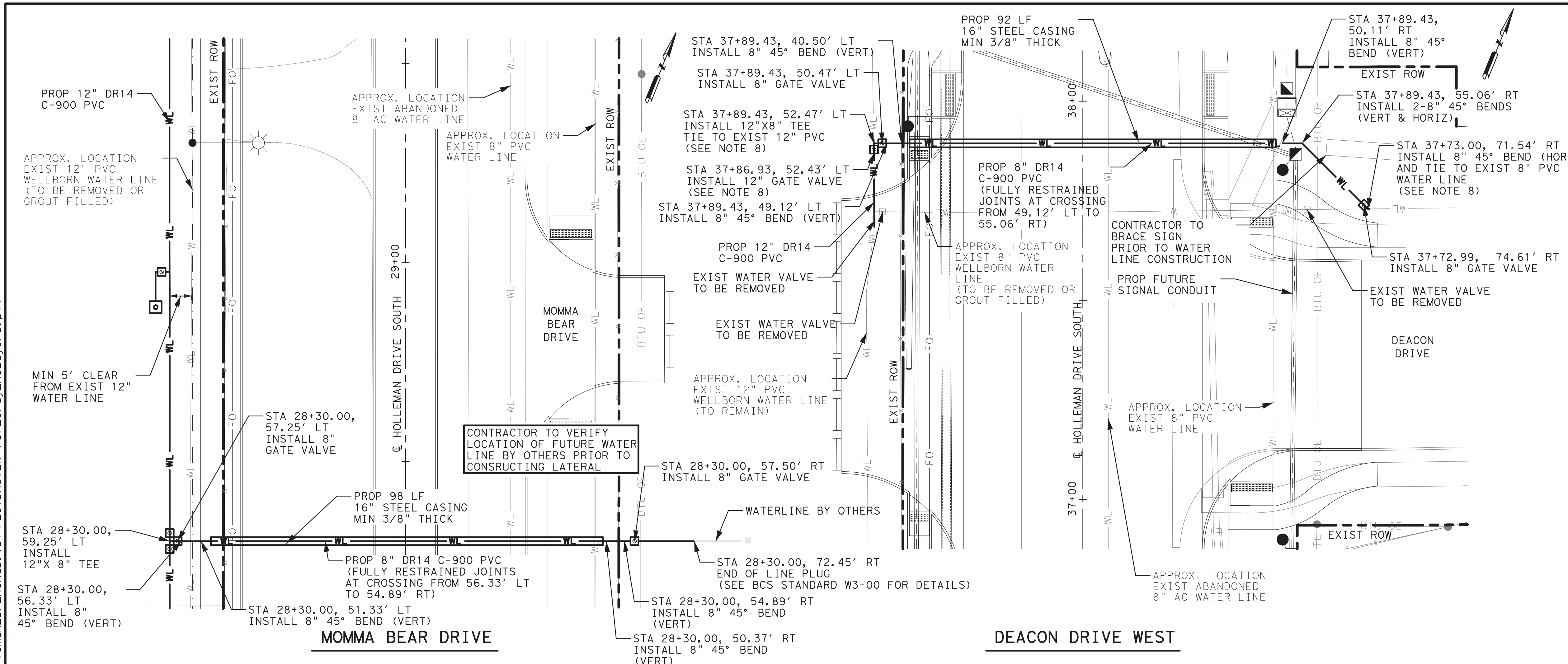
HOLLEMAN DRIVE SOUTH
REHABILITATION
ROCK PRAIRIE ROAD WEST
WATER LINE PLAN & PROFILE
STA 27+50 TO STA 31+00

SHEET 8 OF 8

PROJECT NUMBER	SHEET NUMBER
ST1607	210



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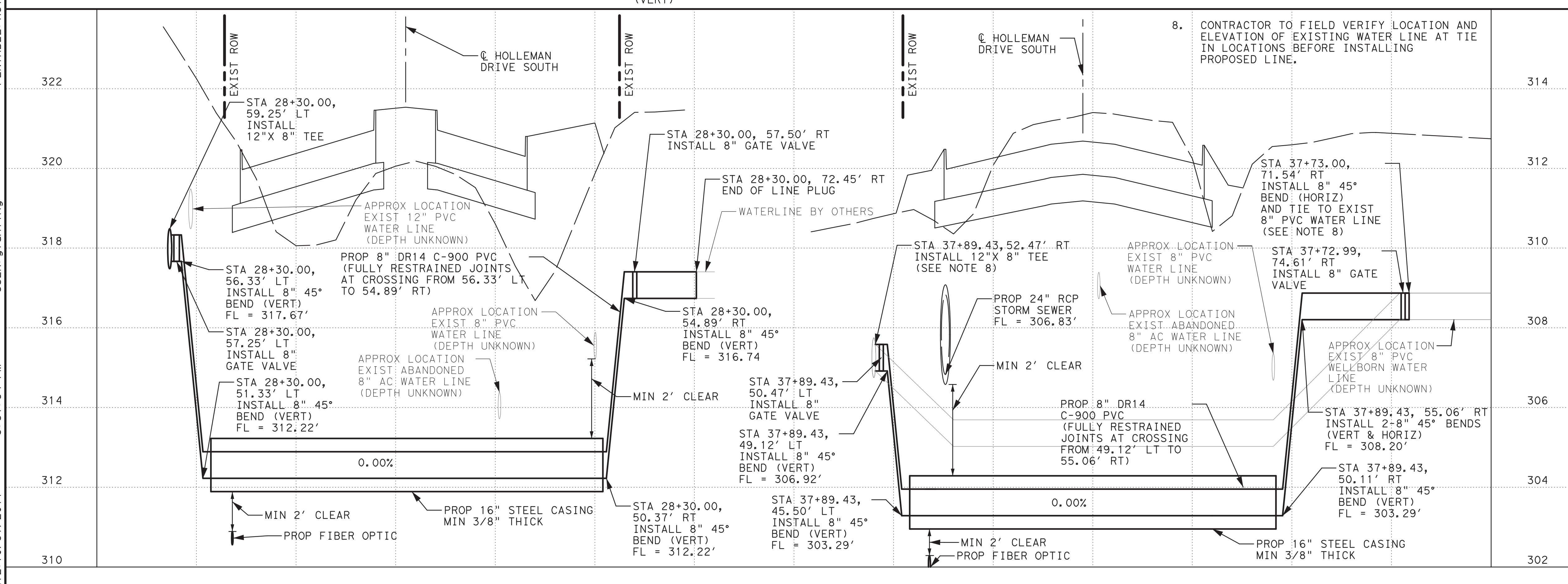

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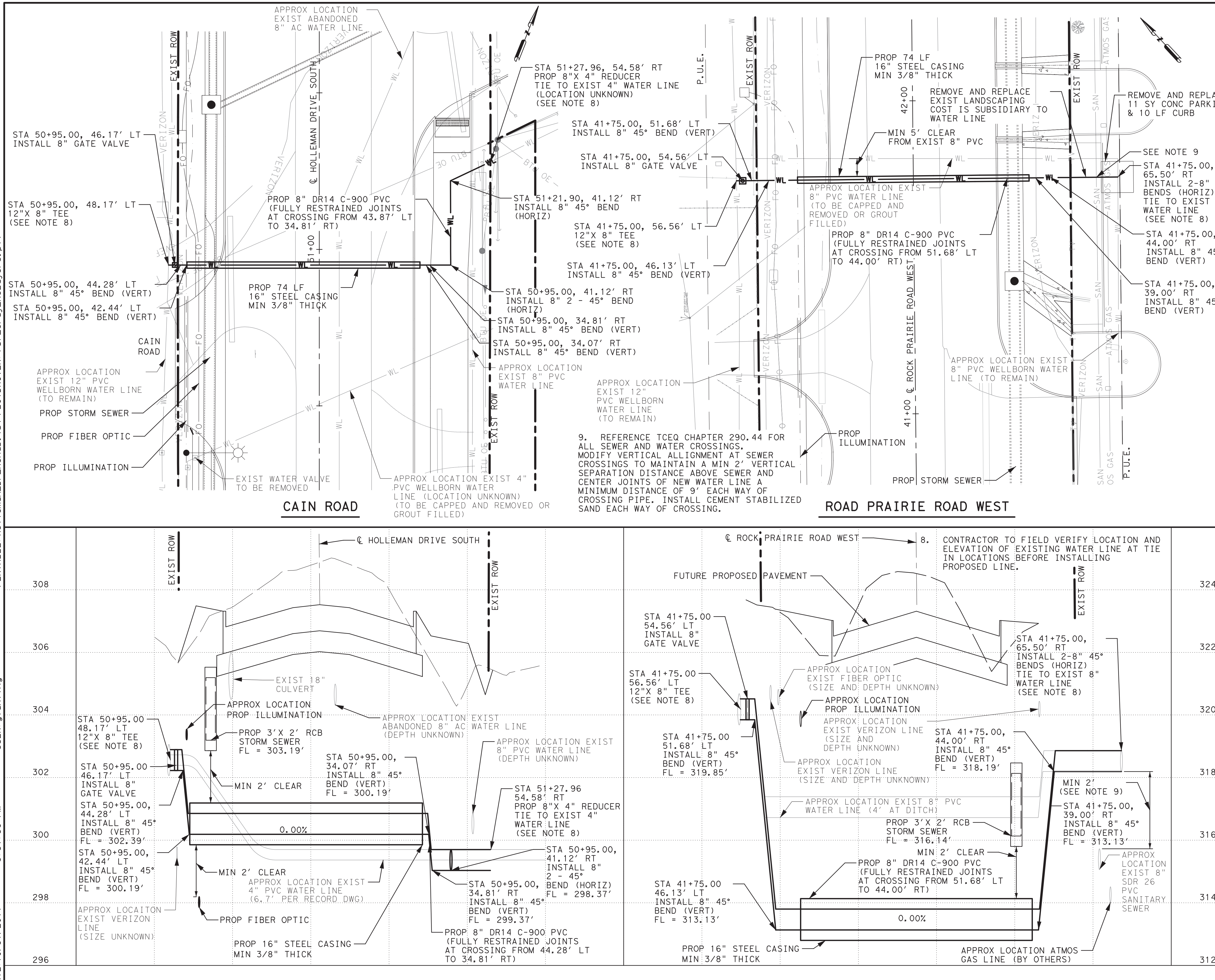
HOLLEMAN DRIVE SOUTH REHABILITATION

WATER LINE LATERAL LAYOUT

SHEET 1 OF 2

PROJECT NUMBER	SHEET NUMBER
ST1607	211



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HOLLEMAN DRIVE SOUTH REHABILITATION

WATER LINE LATERAL LAYOUT

SHEET 2 OF 2

PROJECT NUMBER	SHEET NUMBER
ST1607	212

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Exhibit "B"

Holleman Drive South Rehab Wellborn SUD Waterline Relocations Estimate

	Estimate	Mobilization	10% Contingency	Total/section	Cost division
CSISD Turn Lane	$60,320	$4,826	$6,515	$71,660	**City of College Station***CSISD Reimbursement
Creek Crossing (SW corner R.P. intersetion)	$33,246	$2,660	$3,591	$39,496	**City of College Station*** Wellborn WL in easement
Holleman Drive (R.P. south ~700-ft)	$77,625	$6,210	$8,384	$92,219	**50/50 Split COCS & WSUD**
Momma Bear Crossing	$28,247	$2,260	$3,051	$33,558	**Wellborn SUD**
Deacon Drive Crossing	$33,492	$2,679	$3,617	$39,788	**Wellborn SUD**
Cain Road Crossing	$25,694	$2,056	$2,775	$30,524	**Wellborn SUD**
R.P. Crossing (Pet Zone)	$46,849	$3,748	$5,060	$55,657	**Wellborn SUD**
				$362,902	

	COCS	WSUD
Proposed Cost Division for ILA	$111,156	$159,527
50/50 split 12" WL	$46,109	$46,109
	$157,266	$205,637

WELLBORN 12" WATERLINE RELOCATION
HOLLEMAN DRIVE SOUTH REHABILITATION
100% OPINION OF PROBABLE CONSTRUCTION COSTS

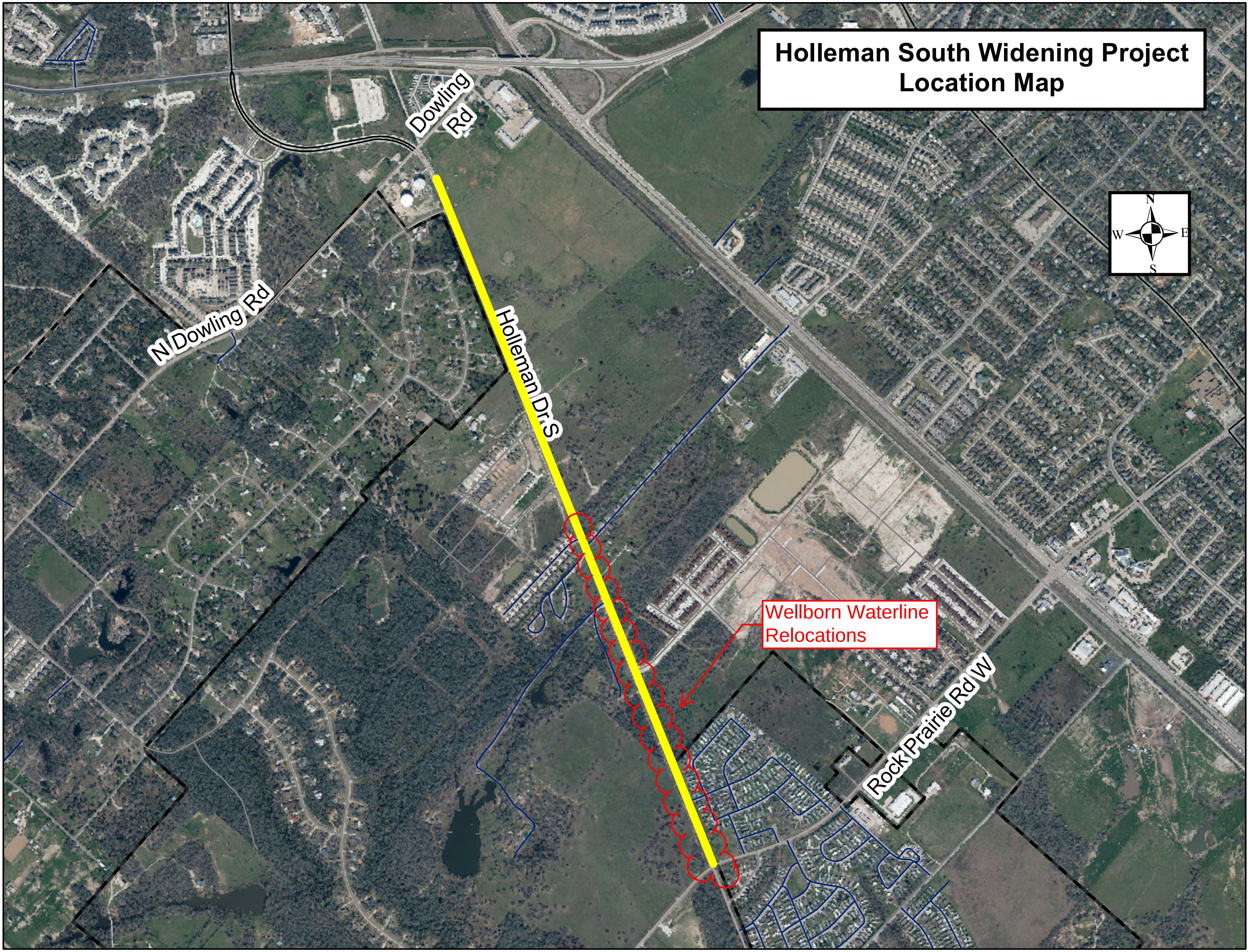
	Quantity		Unit Cost	Item Cost
Waterline				
Remove or Grout exist 12" line	751	LF	$10.00	$7,510.00
Remove Valves	2	EA	$300.00	$600.00
Remove Trees and Clear and Grub PUE	1	LS	$2,250.00	$2,250.00
12" PVC DR14 C-900 Pipe by open cut, w/non-structural backfill	645	LF	$40.00	$25,800.00
12" PVC DR14 C-900 Pipe with restrained joints, by open cut w/structural backfill	117	LF	$76.00	$8,892.00
12" Gate Valve	5	EA	$2,150.00	$10,750.00
12" - 45 Degree Bends	4	EA	$440.00	$1,760.00
12" - 11.25 Degree Bends	2	EA	$440.00	$880.00
12"x12" Tee	1	EA	$650.00	$650.00
20" Steel casing by open cut, to inlcude spacers and neoprene seal	96	LF	$170.00	$16,320.00
Temporary & Permanent Seeding and Sodding	681	SY	$3.25	$2,213.25
			Sub Total	**$77,625.25**
Mobilization				
Mobilization - 8%	1	LS		**$6,210.02**
Subtotal				**$83,835.27**
Contingency - 10%	10	%		**$8,383.53**
Grand Total Base Bid				**$92,218.80**

WSUD Portion
HOLLEMAN DRIVE SOUTH REHABILITATION
100% OPINION OF PROBABLE CONSTRUCTION COSTS

	Quantity	Unit Cost	Item Cost
Momma Bear			
8" PVC DR14 C-900 Pipe by open cut w/restrained joints and structural backfill	109 LF	$58.00	$6,322.00
8" PVC DR14 C-900 Pipe by open cut w/non-structural backfill	23 LF	$32.00	$736.00
12"x12"x8" Tee	1 EA	$550.00	$550.00
8" Gate Valve	2 EA	$1,250.00	$2,500.00
8" 45 Degree Bends	4 EA	$320.00	$1,280.00
8" Cap/End of Line Plug	1 EA	$170.00	$170.00
16" steel casing by open cut with spacers and neoprene seal	98 LF	$170.00	$16,660.00
Temporary & Permanent Seeding and Sodding	9 SY	$3.25	$29.25
		Sub Total	**$28,247.25**
Deacon Drive			
Cap and Remove or Grout 12" water line	22 LF	$10.00	$220.00
Cap and Remove or Grout 8" water line	128 LF	$8.00	$1,024.00
Remove Valves	3 EA	$300.00	$900.00
12" PVC DR14 C-900 Pipe by open cut w/structural backfill	22 LF	$76.00	$1,672.00
8" PVC DR14 C-900 Pipe by open cut w/restrained joints and structural backfill	103 LF	$58.00	$5,974.00
8" PVC DR14 C-900 Pipe by open cut w/non-structural backfill	27 LF	$32.00	$864.00
12" Gate Valve	1 EA	$2,150.00	$2,150.00
8" Gate Valve	2 EA	$1,250.00	$2,500.00
8" 45 Degree Bends	6 EA	$320.00	$1,920.00
12"x12"x8" Tee	1 EA	$550.00	$550.00
16" steel casing by open cut with spacers and neoprene seal	92 LF	$170.00	$15,640.00
Temporary & Permanent Seeding and Sodding	24 SY	$3.25	$78.00
		Sub Total	**$33,492.00**
Cain Road			
Cap and Remove or Grout 4"	105 LF	$8.00	$840.00
Remove Valves	1 EA	$300.00	$300.00
8" Gate Valve	1 EA	$1,250.00	$1,250.00
8" PVC DR14 C-900 Pipe by open cut w/restrained joints and structural backfill	131 LF	$58.00	$7,598.00
12"x12"x8" Tee	1 EA	$550.00	$550.00
8"x4" Reducer	1 EA	$235.00	$235.00
8" 45 Degree Bends	7 EA	$320.00	$2,240.00
16" steel casing by open cut with spacers and neoprene seal	74 LF	$170.00	$12,580.00
Temporary & Permanent Seeding and Sodding	31 SY	$3.25	$100.75
			$25,693.75
Rock Prairie: Pet Zone and End of Line			
Remove and Replace Concrete Parking Lot	11 SY	$140.00	$1,540.00
Remove and Replace Concrete Curb	10 LF	$80.00	$800.00
Abandon, Remove or Grout exist 12" along Rock Prairie	1605 LF	$10.00	$16,050.00
Remove or Grout 8"	127 LF	$8.00	$1,016.00
Remove or Adjust Valves	1 EA	$300.00	$300.00
12" PVCDR14 C-900 Pipe w/non-structural backfill	15 EA	$40.00	$600.00
8" PVC DR14 C-900 Pipe by open cut w/restrained joints and structural backfill	80 LF	$58.00	$4,640.00

WSUD Portion
HOLLEMAN DRIVE SOUTH REHABILITATION
100% OPINION OF PROBABLE CONSTRUCTION COSTS

	Quantity		Unit Cost	Item Cost
8" PVC DR14 C-900 Pipe by open cut w/non-structural backfill	42	LF	$32.00	$1,344.00
12" Cap/End of Line Plug	1	EA	$240.00	$240.00
Standard Fire Hydrant Assembly	1	EA	$3,600.00	$3,600.00
8" Gate Valve	1	EA	$1,250.00	$1,250.00
8" 45 Degree Bends	6	EA	$320.00	$1,920.00
12"x12"x8" Tee	1	EA	$550.00	$550.00
16" steel casing by open cut with spacers and neoprene seal	74	LF	$170.00	$12,580.00
Temporary & Permanent Seeding and Sodding	129	SY	$3.25	$419.25
			Sub Total	**$46,849.25**
Mobilization				
Mobilization - 8%	1	LS		**$10,742.58**
Subtotal				**$145,024.83**
Contingency - 10%	10	%		**$14,502.48**
Grand Total Base Bid				**$159,527.31**


Holleman South Widening Project
Location Map
Dowling Rd
N Dowling Rd
Holleman Dr S
Wellborn Waterline Relocations
Rock Prairie Rd W
N
W
E
S

Legislation Details (With Text)

File #:	18-0199 **Version:** 1	**Name:**	Lincoln Recreation Center Change Order
Type:	Change Order	**Status:**	Consent Agenda
File created:	3/7/2018	**In control:**	City Council Regular
On agenda:	3/22/2018	**Final action:**	
Title:	Presentation, possible action, and discussion regarding approval of Change Order No. 6 in the amount of $220,759.22 to the Lincoln Recreation Center construction contract (Contract No.16300432) with JaCody, Inc.		
Sponsors:	Donald Harmon		
Indexes:			
Code sections:			
Attachments:	Lincoln Change Order 6 Signed Project location map		

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding approval of Change Order No. 6 in the amount of $220,759.22 to the Lincoln Recreation Center construction contract (Contract No.16300432) with JaCody, Inc.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of this change order with JaCody, Inc. in the amount of $220,759.22.

Summary: This project includes the construction of the new 15,355 square foot multi-purpose facility at the Lincoln Recreation Center and the renovations to the existing facility, including asbestos abatement and technology updates.

During the abatement process of the existing building and subsequent review of the property upon abatement completion, a number of items in need of rehab or replacement were identified, including roof renovations. Change Order No. 6 includes the items interior to the structure that were needed to finish out rehabilitation and upgrading of the existing facility renovation. The total addition of $220,759.22 to the construction contract includes those needed renovations. These include additional asbestos abatement, ceiling tile replacement, insulation, replacement of light fixtures and conversion to LED, drywall, painting, wall protection, door replacement, flooring replacement, energy efficient windows, and replacement of the existing roof.

Budget & Financial Summary: Funds in the amount of $4,342,973 are budgeted for this project in the Parks Capital Improvement Projects Fund. A total of $3,294,763.88 has been expended or committed to date, leaving a balance of $533,524.41 for remaining construction and related expenditures.

Attachments:

1. Change Order No. 6
2. Project Map

CHANGE ORDER NO. 6	DATE: 3/2/2018	Contract No. 16300432
P.O.# 16205731	PROJECT: Lincoln Recreation Center Addition	

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

CONTRACTOR:
JaCody Inc.
10770 SH30
Suite 400
College Station, TX 77845
Ph: 979-774-5613
Fax: 979-774-5603

PURPOSE OF THIS CHANGE ORDER:
To add additional funding for changes required to the internal work in Phase 2 after abatement process.
These changes include a new roof due to damage discovered during progress review.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
PCO -19	LS	Phase II Abatement Scope	$7,679.70	0	1	$7,679.70
PCO -20	LS	Phase II Interior Changes	$228,079.52	0	1	$228,079.52
PCO -21	LS	Testing Allowance Credit	($15,000.00)	0	1	($15,000.00)
					TOTAL	$220,759.22

THE NET AFFECT OF THIS CHANGE ORDER IS 7.2% INCREASE.

LINE 1 (41389971-6411)

TOTAL CHANGE ORDER	$220,759.22	
ORIGINAL CONTRACT AMOUNT	$3,366,146.00	
CHANGE ORDER NO. 1	$6,087.85	0.2% CHANGE
CHANGE ORDER NO. 2	$18,194.39	0.5% CHANGE
CHANGE ORDER NO. 3	($8,877.60)	-0.3% CHANGE
CHANGE ORDER NO. 4	$4,832.30	0.1% CHANGE
CHANGE ORDER NO. 5	$1,081.20	0.0% CHANGE
CHANGE ORDER NO. 5	$220,759.22	6.6% CHANGE
REVISED CONTRACT AMOUNT	$3,608,223.36	7.2% TOTAL CHANGE

ORIGINAL CONTRACT TIME	450	Days
Time Extension No. 1	10	Days
Time Extension No. 2	N/A	Days
Time Extension No. 3	15	Days
Time Extension No. 4	N/A	Days
Time Extension No. 5	N/A	Days
Time Extension No. 6	25	Days
Revised Contract Time	500	Days

SUBSTANTIAL COMPLETION DATE - PHASE 2 August 21, 2018

APPROVED

~~A/E CONTRACTOR~~	Date	DEPARTMENT DIRECTOR	Date
CONSTRUCTION CONTRACTOR	3.5.2018 Date	ASST CITY MGR - CFO	Date
PROJECT MANAGER	Date	CITY ATTORNEY	Date
CITY ENGINEER	Date	CITY MANAGER	Date

JaCody Construction, LP

PCCO #007

JaCody Construction, LP
10770 Hwy 30
College Station, Texas 77845
Phone: (979) 774-5613
Fax: (979) 774-5693

Project: 1007 - Lincoln Center
1000 Eleanor
College Station, Texas 77840

Prime Contract Change Order #007: Lincoln Center - Change Order #007

TO:	**City of College Station** PO Box 9973 College Station, Texas 77842-9973	**FROM:**	**JaCody Construction, LP** 10770 State Highway 30 Suite 400 College Station Texas 77845
DATE CREATED:	3/ 02 /2018	**CREATED BY:**	Andy Prado **(JaCody Construction, LP)**
CONTRACT STATUS:	Pending - Proceeding	**REVISION:**	0
DESIGNATED REVIEWER:	Susan Monnat **(City of College Station)**	**REVIEWED BY:**	
DUE DATE:	03/07 /2018	**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:	25 days	**EXECUTED:**	No
CONTRACT FOR:	1:Lincoln Center Prime Contract	**TOTAL AMOUNT:**	$ 220,759.22
DESCRIPTION:			
ATTACHMENTS:			

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
019	CE #032 - Phase II Additional Abatement Scope	0 days	7,679.70
020	CE #034 - Phase II Interior Changes	25 days	228,079.52
021	CE #035 - Testing Allowance Credit	0 days	(15,000.00)
		TOTAL:	**$220,759.22**

CHANGE ORDER LINE ITEMS:

PCO # 019 : CE #032 - Phase II Additional Abatement Scope

#	Cost Code	Description	Type	Amount
1	02-8201 - Asbestos Abatement Subk 1	Additional Flooring Abatement	Commitment	$ 6,678.00
			Subtotal:	$6,678.00
			OH&P: 15.00% on all line item types	1,001.70
			Grand Total:	**$7,679.70**

JaCody CONSTRUCTION, LP

PCCO #007

PCO # 020 : CE #034 - Phase II Interior Changes

#	Cost Code	Description	Type	Amount
1	09-4001 - Acoustical Ceilings	Phase II Added Ceiling Scope Lobby Only	Commitment	$ 2,700.00
2	09-4001 - Acoustical Ceilings	Phase II Added Ceiling Scope	Commitment	$ 5,500.00
3	26-0501 - Electrical Subk 1	Phase II Added Lighting	Commitment	$ 14,690.00
4	26-0501 - Electrical Subk 1	Phase II Added Lighting Exit Lights	Commitment	$ 1,712.40
5	09-1001 - Gypsum Drywall	Phase II Added Layer of Drywall	Labor	$ 19,500.00
6	08-4001 - Entr,Storefmt,Curtnwall Subk1	Phase II Window Adds	Commitment	$ 21,439.00
7	09-9120 - Paint (ls)	Phase II Added Painting	Labor	$ 4,680.00
8	09-1001 - Gypsum Drywall	Phase II Window Demo	Labor	$ 2,000.00
9	09-1001 - Gypsum Drywall	Phase II Ceiling Insulation	Labor	$ 3,000.00
10	09-6001 - Flooring Subk 1	Phase II Flooring Change	Commitment	($8,327.53)
11	09-1001 - Gypsum Drywall	Phase II Furr-Downs	Labor	$ 5,625.00
12	09-1001 - Gypsum Drywall	Phase II Wall Protection	Labor	$ 18,090.00
13	08-1101 - Metal Doors & Frames Subk 1	Phase II Replace Doors	Commitment	$ 14,077.00
14	26-0501 - Electrical Subk 1	Phase II Added Lighting Gym Lights	Commitment	$ 6,300.15
15	07-6181 - Other Sheet Metal Roof 1	Phase II Roof Replacement	Commitment	$ 71,044.00
16	23-0501 - HVAC Subk 1	Phase II Added HVAC Scope	Commitment	$ 16,300.00
			Subtotal:	$198,330.02
			OH&P: 15.00% on all line item types	29,749.50
			Grand Total:	**$228,079.52**

PCO # 021 : CE #035 - Testing Allowance Credit

#	Cost Code	Description	Type	Amount
1	01-2151 - Testing & Inspecting Allow 1	Testing Allowance Credit	Professional Services	($15,000.00)
			Subtotal:	($15,000.00)
			Grand Total:	**($15,000.00)**

The original (Contract Sum)	$ 3,366,146.00
Net change by previously authorized Change Orders	$ 21,318.14
The contract sum prior to this Change Order was	$ 3,387,464.14
The contract sum would be changed by this Change Order in the amount of	$ 220,759.22
The new contract sum including this Change Order will be	$ 3,608,223.36

The contract time will be increased by this Change Order by 25 days

Andrew Hawkins (Hawkins Architecture)
7607 Eastmark Drive Suite 200
College Station Texas 77840

SIGNATURE DATE

City of College Station
PO Box 9973
College Station Texas 77842-9973

SIGNATURE DATE

JaCody Construction, LP
10770 State Highway 30 Suite 400
College Station Texas 77845

3.5.2018
SIGNATURE DATE

JACODY
CONSTRUCTION, LP

PCO #019

JaCody Construction, LP
10770 Hwy 30
College Station, Texas 77845
Phone: (979) 774-5613
Fax: (979) 774-5693

Project: 1007 - Lincoln Center
1000 Eleanor
College Station, Texas 77840

Prime Contract Potential Change Order #019: CE #032 - Phase II Additional Abatement Scope

TO:	City of College Station PO Box 9973 College Station Texas, 77842-9973	**FROM:**	JaCody Construction, LP 10770 State Highway 30 Suite 400 College Station Texas, 77845
PCO NUMBER/REVISION:	019 / 0	**CONTRACT:**	1 - Lincoln Center Prime Contract
REQUEST RECEIVED FROM:		**CREATED BY:**	Andy Prado **(JaCody Construction, LP)**
STATUS:	Pending - In Review	**CREATED DATE:**	1/17 /2018
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	Yes		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	0 days	**PAID IN FULL:**	No
		TOTAL AMOUNT:	$7,679.70

POTENTIAL CHANGE ORDER TITLE: CE #032 - Phase II Additional Abatement Scope

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #032 - Phase II Additional Abatement Scope
Provide Additional Abatement of Flooring as identified and instructed on site per Abatement Inspector on 1.16.2018 and removal of existing HVAC Duct in conflict with abatement demo per field directive on 1.17.2018

Note: Pricing for replacement of HVAC Ducts to be submitted after abatement completed.

ATTACHMENTS:
AAR-Lincoln Center Add-1.17.2018.pdf   Austin Environmental Memo Style-1.16.2018.pdf

#	Cost Code	Description	Type	Amount
1	02-8201 - Asbestos Abatement Subk 1	Additional Flooring Abatement	Commitment	$ 6,678.00
			Subtotal:	$6,678.00
			OH&P: 15.00% on all line item types	$ 1,001.70
			Grand Total:	$7,679.70

Andrew Hawkins (Hawkins Architecture) 7607 Eastmark Drive Suite 200 College Station Texas 77840	**City of College Station** PO Box 9973 College Station Texas 77842-9973	**JaCody Construction, LP** 10770 State Highway 30 Suite 400 College Station Texas 77845
SIGNATURE **DATE**	**SIGNATURE** **DATE**	3.5.2018 **SIGNATURE** **DATE**

AAR Incorporated
925 US 183 North – Suite B
Liberty Hill, Texas 78642
(512) 778-6800 FAX (512)778-6815

January 17, 18

JaCody Construction, LP

Attn: Andy Prado

Re: Asbestos abatement @ Lincoln Center (College Station, Texas)

AAR Incorporated would like to thank you for the opportunity to submit our proposal on the above referenced project.

AAR will provide all necessary supervision, labor, materials, equipment and supplies required for the proper execution of the abatement for this project. All applicable specifications, federal, state, and local regulations will be complied with and is the basis for this proposal. All insurance is by "A" rated or better companies.

SCOPE OF WORK

Remove and properly dispose of the following asbestos containing materials nor identified in the scope of work located at the above-mentioned building.

3465 sq.ft. of floor tile and mastic.
2 duct work main trunks, diffusers and grills.

We propose to complete this work for the total lump sum of................................$ 6,678.00

EXCLUSIONS

1) ARU fees.
2) Air monitoring
3) Water and electricity.

Should you have any questions regarding this proposal, please do not hesitate to call me.

Sincerely,

AAR Inc.

Accepted by ________________________

Signature ________________________

Bill J. Post
District Manager

Andy Prado

From: Paul Dehlinger - Austin Environmental <pdehlinger@austinenv.com>
Sent: Tuesday, January 16, 2018 4:30 PM
To: Andy Prado
Subject: FW: Lincoln center asbestos abatement

Importance: High

FYI.
Paul B. Dehlinger
Austin Environmental, Inc.,
979-778-2699
512-587-8036

AUSTIN ENVIRONMENTAL INC.

From: Paul Dehlinger - Austin Environmental [mailto:pdehlinger@austinenv.com]
Sent: Tuesday, January 16, 2018 4:06 PM
To: Forrest Couch (fcouch@vaughnconstruction.com)
Cc: bpost@aarinc.com
Subject: Lincoln center asbestos abatement
Importance: High

Forrest/ Andy and Bil:

Under further investigation of the Lincoln Center, it appears that approximately 3465 sq. ft of asbestos containing floor tile mastic exists under non-asbestos floor tile. It appears that some asbestos abatement may have previously been performed however there is too much visible debris to consider it non-asbestos. You should have a unit price to abate the additional quantity from AAR, approximately 240 sq. ft is 2 layers the remainder is 1 layer or under carpet, also do we demo cabinets to remove the tile in the computer room and kitchen or leave the cabinets in place .

Thanks

Paul B. Dehlinger
Austin Environmental, Inc.,
979-778-2699
512-587-8036

AUSTIN ENVIRONMENTAL INC.

JACODY CONSTRUCTION, LP

PCO #020

JaCody Construction, LP
10770 Hwy 30
College Station, Texas 77845
Phone: (979) 774-5613
Fax: (979) 774-5693

Project: 1007 - Lincoln Center
1000 Eleanor
College Station, Texas 77840

Prime Contract Potential Change Order #020: CE #034 - Phase II Interior Changes

TO:	City of College Station PO Box 9973 College Station Texas, 77842-9973	**FROM:**	JaCody Construction, LP 10770 State Highway 30 Suite 400 College Station Texas, 77845
PCO NUMBER/REVISION:	020 / 0	**CONTRACT:**	1 - Lincoln Center Prime Contract
REQUEST RECEIVED FROM:		**CREATED BY:**	Andy Prado **(JaCody Construction, LP)**
STATUS:	Pending - Proceeding	**CREATED DATE:**	2/22 /2018
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	#007 - Lincoln Center - Change Order #007
FIELD CHANGE:	Yes		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	25 days	**PAID IN FULL:**	No
		TOTAL AMOUNT:	$228,079.52

POTENTIAL CHANGE ORDER TITLE: CE #034 - Phase II Interior Changes

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #034 - Phase II Interior Changes
Provide new Scope throughout existing building per Owner directive on 1.7.2018

Pricing includes:

- White Ceiling Tile Reuse White Grid
- White Ceiling Tile Reuse Black Grid
- Insulation
- Furr Downs
- Add layer Drywall
- Tape & Float
- Paint
- New LED Light Fixtures
- New Exit Lights
- Replace HVAC
- Flooring Changes
- Window Demo and Infill
- Storefront

ATTACHMENTS:

#	Cost Code	Description	Type	Amount
1	09-4001 - Acoustical Ceilings	Phase II Added Ceiling Scope Lobby Only	Commitment	$ 2,700.00
2	09-4001 - Acoustical Ceilings	Phase II Added Ceiling Scope	Commitment	$ 5,500.00
3	26-0501 - Electrical Subk 1	Phase II Added Lighting	Commitment	$ 14,690.00
4	26-0501 - Electrical Subk 1	Phase II Added Lighting Exit Lights	Commitment	$ 1,712.40
5	09-1001 - Gypsum Drywall	Phase II Added Layer of Drywall	Labor	$ 19,500.00
6	08-4001 - Entr,Storefrnt,Curtnwall Subk1	Phase II Window Adds	Commitment	$ 21,439.00

7	09-9120 - Paint (ls)	Phase II Added Painting	Labor	$ 4,680.00
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9	09-1001 - Gypsum Drywall	Phase II Ceiling Insulation	Labor	$ 3,000.00
10	09-6001 - Flooring Subk 1	Phase II Flooring Change	Commitment	($8,327.53)
11	09-1001 - Gypsum Drywall	Phase II Furr-Downs	Labor	$ 5,625.00
12	09-1001 - Gypsum Drywall	Phase II Wall Protection	Labor	$ 18,090.00
13	08-1101 - Metal Doors & Frames Subk 1	Phase II Replace Doors	Commitment	$ 14,077.00
14	26-0501 - Electrical Subk 1	Phase II Added Lighting Gym Lights	Commitment	$ 6,300.15
15	07-6181 - Other Sheet Metal Roof 1	Phase II Roof Replacement	Commitment	$ 71,044.00
16	23-0501 - HVAC Subk 1	Phase II Added HVAC Scope	Commitment	$ 16,300.00
			Subtotal:	$198,330.02
			OH&P: 15.00% on all line item types	$ 29,749.50
			Grand Total:	**$228,079.52**

Andrew Hawkins (Hawkins Architecture)
7607 Eastmark Drive Suite 200
College Station Texas 77840

City of College Station
PO Box 9973
College Station Texas 77842-9973

JaCody Construction, LP
10770 State Highway 30 Suite 400
College Station Texas 77845

SIGNATURE **DATE**

SIGNATURE **DATE**

3.5.2018
SIGNATURE **DATE**

JaCody
CONSTRUCTION, LP

PCO #021

JaCody Construction, LP
10770 Hwy 30
College Station, Texas 77845
Phone: (979) 774-5613
Fax: (979) 774-5693

Project: 1007 - Lincoln Center
1000 Eleanor
College Station, Texas 77840

Prime Contract Potential Change Order #021: CE #035 - Testing Allowance Credit

TO:	City of College Station PO Box 9973 College Station Texas, 77842-9973	**FROM:**	JaCody Construction, LP 10770 State Highway 30 Suite 400 College Station Texas, 77845
PCO NUMBER/REVISION:	021 / 0	**CONTRACT:**	1 - Lincoln Center Prime Contract
REQUEST RECEIVED FROM:		**CREATED BY:**	Andy Prado **(JaCody Construction, LP)**
STATUS:	Pending - In Review	**CREATED DATE:**	3/2 /2018
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	0 days	**PAID IN FULL:**	No
		TOTAL AMOUNT:	($15,000.00)

POTENTIAL CHANGE ORDER TITLE: CE #035 - Testing Allowance Credit

CHANGE REASON: Client Request

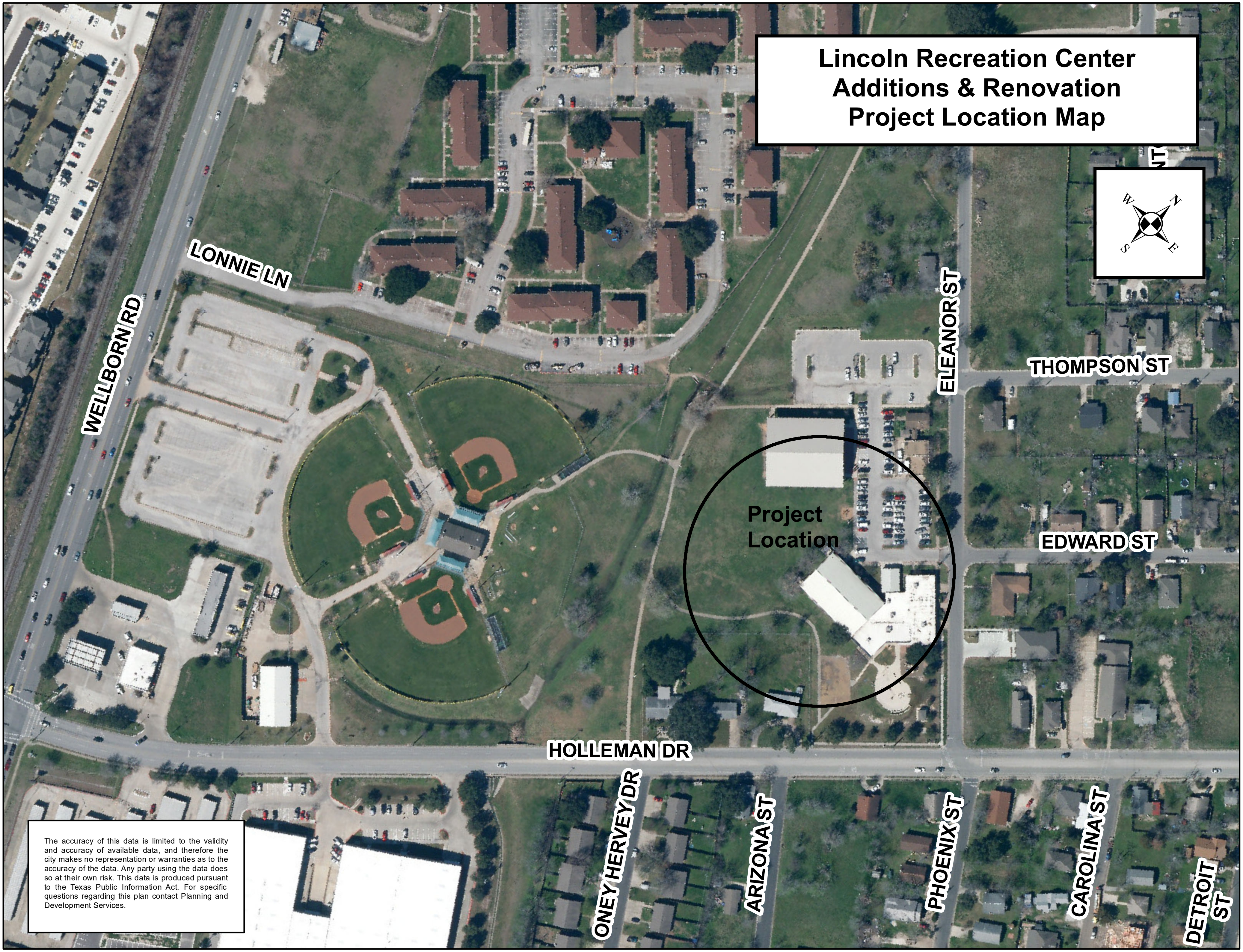
POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #035 - Testing Allowance Credit
Removal of Testing Allowance from Scope of Work per Owner Directive.

ATTACHMENTS:

#	Cost Code	Description	Type	Amount
1	01-2151 - Testing & Inspecting Allow 1	Testing Allowance Credit	Professional Services	($15,000.00)
			Subtotal:	($15,000.00)
			Grand Total:	**($15,000.00)**

Andrew Hawkins (Hawkins Architecture)	**City of College Station**	**JaCody Construction, LP**
7607 Eastmark Drive Suite 200	PO Box 9973	10770 State Highway 30 Suite 400
College Station Texas 77840	College Station Texas 77842-9973	College Station Texas 77845
		3.5.2018
SIGNATURE **DATE**	**SIGNATURE** **DATE**	**SIGNATURE** **DATE**

Lincoln Recreation Center Additions & Renovation Project Location Map



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 Services.

Legislation Details (With Text)

File #:	18-0200	**Version:** 1	**Name:**	Landscape Maintenance Contracts	
Type:	Renewal		**Status:**	Consent Agenda	
File created:	3/7/2018		**In control:**	City Council Regular	
On agenda:	3/22/2018		**Final action:**		
Title:	Presentation, possible action, and discussion regarding the renewal of landscape maintenance contracts to Green Teams, Inc. and Grassmasters for a total amount of $952,946.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding the renewal of landscape maintenance contracts to Green Teams, Inc. and Grassmasters for a total amount of $952,946.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the contract renewals.

Summary: In 2016 staff solicited proposals for all of the City's landscape maintenance needs (except regional parks and athletic fields). Request for Proposals solicited from contractors for landscape maintenance were divided into five (5) categories:

1) Facilities - city buildings and Northgate District
2) Electric - CSU electric substations and buildings
3) Water/Wastewater - CSU water and wastewater sites
4) Parks - includes neighborhood parks and cemeteries
5) Finish mowing - primarily street right of ways and medians

In response to RFP 16-054, two vendors were selected to provide citywide landscaping services. Grassmasters ranked the highest for services that they bid on, including City Facilities, Electric Sites and Water & Wastewater sites. The total amount for the Grassmasters contract is $147,735. Green Teams, Inc. ranked the next highest to provide mowing services for City Parks and Finish Mowing sites. The Green Teams, Inc. contract is in the amount of $805,211. The total approval amount for both vendors is $952,946.

This renewal term will be for the period beginning May 1, 2018 through April 30, 2019. This is the second of two possible renewals.

Budget & Financial Summary: Operation and maintenance funds are budgeted in the General Fund (Streets, Facilities and Parks), Electric Fund, and Water/Wastewater Funds for citywide mowing needs.

Attachments:

1. Signed letters of renewal

Legislation Details (With Text)

File #:	18-0201	**Version:** 1		**Name:**	Ringer Library Project Construction Contract
Type:	Contract			**Status:**	Consent Agenda
File created:	3/7/2018			**In control:**	City Council Regular
On agenda:	3/22/2018			**Final action:**	
Title:	Presentation, possible action, and discussion regarding a construction contract (Contract No. 18300238) between the City of College Station and Acklam Construction Company, Ltd. in the amount of $6,067,935 for the construction of the Larry J. Ringer Library Expansion Project.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Pricing Tabulation				

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion regarding a construction contract (Contract No. 18300238) between the City of College Station and Acklam Construction Company, Ltd. in the amount of $6,067,935 for the construction of the Larry J. Ringer Library Expansion Project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of this contract between the City of College Station and Acklam Construction Company, Ltd. in the amount of $6,067,935.00 for the construction of the Larry J. Ringer Library Expansion Project.

Summary: The Larry J. Ringer Library Expansion Project was included as a project in the 2008 bond authorization. In 2015, the City engaged a design team to begin developing design concepts, programming, and ultimately a final design of the proposed facility. A public meeting was held in September of 2015 to present conceptual plans to both the public and Library Advisory Board. The conceptual plan was presented to Council in December of 2015 and the final design was presented in October of 2017. The project includes an approximately 12,000 square foot addition as well as a renovation of the existing 16,000 square feet. The expansion includes a large program room as well as a larger children's area. The project also includes improvements to the facility's parking lot. The library is expected to remain open during the 15 months of construction, with periodic closures based on the phasing of the project.

Budget & Financial Summary: A budget of $8,385,000 is included for this project in the Parks Capital Improvement Projects Fund. A total of $876,911 has been expended or committed to date, leaving a balance of $7,508,089 for construction and remaining expenditures.

Attachments:

1. Construction Contract No. 18300238 - On file in the City Secretary's Office
2. Bid Tab

City of College Station - Purchasing Division
Pricing Tabulation for #18-037
"Larry J Ringer Library Expansion Project"
Open Date: Wednesday, February 14, 2018 @ 2:00 p.m.

		Acklam Construction Company, Ltd	JaCody Construction, LP	Webber Commercial Constriction, LLC	Dudley Construction, Ltd
		College Station, TX	College Station, TX	The Woodlands, TX	College Station, TX
BASE PROPOSAL					
	Stipulated Lump Sum	$5,852,000.00	$5,926,104.00	$6,209,000.00	$6,297,000.00
ALTERNATES					
1	Movable Wall in Program Room	$38,900.00	$37,193.00	$60,000.00	$42,000.00
2A	Acoustical Treatment at Central Vaulted Space	$49,800.00	$57,500.00	$88,000.00	$65,500.00
2B	Acoustical Treatment at Central Vaulted Space	$39,850.00	$62,000.00	$92,000.00	$41,500.00
3	Temperature Sensors	$2,685.00	$2,643.00	$2,900.00	$2,800.00
4	12 Decorative Column Covers	$49,700.00	$47,957.00	$70,000.00	$19,000.00
5	Outdoor Reading Area	$74,850.00	$85,725.00	$99,000.00	$92,000.00
6	Duct Smoke Detectors (each)	$950.00	$541.00	$1,570.00	$1,450.00
	Bid Certification Submitted	Y	Y	Y	Y
	Bid Bond Submitted	Y	Y	Y	Y
	Addendums Acknowledged	Y	Y	Y	Y

Legislation Details (With Text)

File #:	18-0214	**Version:** 1	**Name:**	License to Encroach - Public Utility Easement	
Type:	Resolution		**Status:**	Consent Agenda	
File created:	3/8/2018		**In control:**	City Council Regular	
On agenda:	3/22/2018		**Final action:**		

Title: Presentation, possible action, and discussion approving a Resolution authorizing a License Agreement with Angel Hermanos, LTD., A Texas Limited Partnership regarding an approximately 300 square foot encroachment of a sign within the public utility easement located at the boundary of Lots 8R & 9R, Block 3, Phase 2, L.O. Ball Memorial Subdivision, according to the plat recorded in Volume 14401, Page 189 of the Official Records of Brazos County, Texas.

Sponsors: Carol Cotter

Indexes:

Code sections:

Attachments: VICINITY MAP
LOCATION MAP
Resolution
Resolution Exhibit A-License Agreement.pdf

Date	Ver.	Action By	Action	Result

Presentation, possible action, and discussion approving a Resolution authorizing a License Agreement with Angel Hermanos, LTD., A Texas Limited Partnership regarding an approximately 300 square foot encroachment of a sign within the public utility easement located at the boundary of Lots 8R & 9R, Block 3, Phase 2, L.O. Ball Memorial Subdivision, according to the plat recorded in Volume 14401, Page 189 of the Official Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

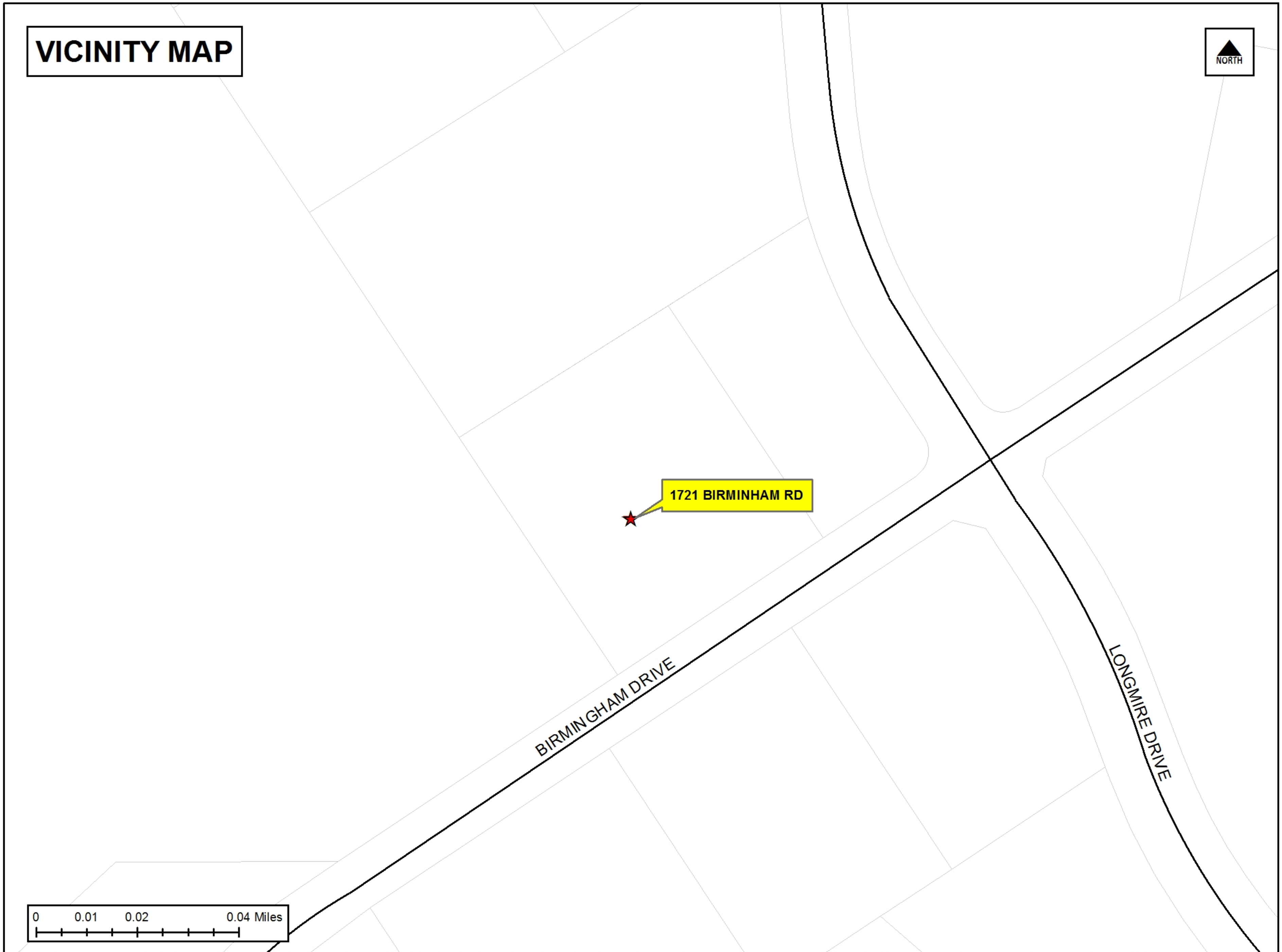
Summary: There is an existing sign for the BCS Heart building that is located inside a 25-foot PUE. The location of the sign places it over one of the City's water lines and a City electric line. The sign has been determine to not negatively affect the operation of these utility lines. However, should maintenance on these lines be needed in the future, the Owner will be responsible for the replacement or movement of the sign.

Budget & Financial Summary: N/A

Attachments:

1. Vicinity Map

2. Location Map
3. Resolution
4. Exhibit A (License Agreement)



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.

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RESOLUTION NO.___________

A RESOLUTION MAKING CERTAIN FINDINGS OF FACT AND AUTHORIZING THE MAYOR OF THE CITY OF COLLEGE STATION TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND APPLICANT, ANGEL HERMANOS, LTD., A TEXAS LIMITED PARTNERSHIP PERTAINING TO THE ENCROACHMENT OF A SIGN LOCATED AT LOTS 8R & 9R, BLOCK 3, PHASE 2, L.O. BALL MEMORIAL SUBDIVISION, MORE COMMONLY KNOWN AS 1721 BIRMINGHAM ROAD, INTO THE EASEMENT.

WHEREAS, the City of College Station, has received an application for a license to encroach into a utility easement;

WHEREAS, the City of College Station has enacted Ordinance No. 1645 regulating, controlling and governing encroachments;

WHEREAS, in order for a license to be granted by the City Council of the City of College Station, the Council must make certain findings of facts;

WHEREAS, after hearing the application of Angel Hermanos, LTD., A Texas Limited Partnership to encroach into the easement, the City Council of the City of College Station, finds the following facts:

1. That through no fault of the present property owner, a portion of the structure was constructed in the utility easement.

2. That there are no utilities which would be interfered with by the utilization of the property in its present status.

3. That the sign intrudes into the easement to such a degree that it is not economically feasible to remove the part of the structure within the easement.

4. That the land use in the neighborhood appears to be stable and the use to which this property is being put is not likely to change within the foreseeable future and is similar to the use to that of the neighborhood;

WHEREAS, the City Council after hearing the application and finding the specific facts as stated above now concludes and finds that:

1. The fact that the structure was constructed within the easement through no fault of the present property owner and that it is not economically feasible to remove the part of the structure within the easement area does constitute special circumstances and conditions affecting the property which if not take into consideration would deprive the applicant of the reasonable use of his property.

2. The fact that the land use is not likely to change within the foreseeable future and that it is not economically feasible to remove the part of the structure within the easement does provide a basis for granting the license necessary for the preservation and enjoyment of the substantial property right of the applicant.

3. The fact that the use of the easement area by the property owner does not interfere with the utilities or access to the utilities and is not detrimental to the public health, safety or welfare or injurious to the property in the area; and

WHEREAS, the applicant agrees to accept the terms of the License Agreement as presented to him; now, therefore,

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

I.

That the Mayor is hereby authorized to execute on behalf of the City of College Station a License Agreement with Angel Hermanos, LTD., A Texas Limited Partnership pertaining to the encroachment of a portion of a structure located at Lots 8R & 9R, Block 3, Phase 2, L.O. Ball Memorial Subdivision, more commonly known as 1721 Birmingham Road into the easement area. The terms of said License Agreement are as set forth in the form which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes.

II.

That this Resolution shall be effective immediately upon adoption.

PASSED and APPROVED this ______ day of ____________________________, 2018.

ATTEST: APPROVED:

____________________________ ____________________________
City Secretary Mayor

APPROVED:

____
City Attorney

EXHIBIT "A"

LICENSE AGREEMENT

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

That the City of College Station (hereinafter referred to as "LICENSOR"), acting through the undersigned official who is so empowered by resolution of the City Council to so act in consideration of the agreement made herein by Angel Hermanos, LTD., A Texas Limited Partnership (hereinafter referred to as "LICENSEE"), owner of Lots 8R & 9R, Block 3, Phase 2, L.O. Ball Memorial Subdivison, College Station, Texas, according to the plat recorded in Volume 14401, Page 189 of the Official Records of Brazos County, Texas, hereby grants a license to the said LICENSEE to permit a sign structure located on a portion of Lots 8R & 9R, Block 3, Phase 2, L.O. Ball Memorial Subdivison, College Station, Texas, to encroach upon the easement, as shown on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, owned and occupied by the City of College Station, Brazos County, Texas, but such improvements shall be at all times under and not in contact with any electric, water, sewer, or other utility, or equipment, or interfere in any way with such utility, including any drainage structures which are servicing the improvements and other property, and subject to the following terms and conditions:

Neither the granting of the license, nor any related permit, constitutes an abandonment by LICENSOR of its property, easement or easements, or any other rights in and to the above-described property. LICENSEE expressly stipulating and agreeing by LICENSEE's acceptance of this license that LICENSEE neither asserts nor claims any interest or right of any type or nature whatsoever, legal, equitable or otherwise in or to LICENSOR's property.

LICENSEE hereby expressly covenants, stipulates and agrees, without limitation, to indemnify and defend the LICENSOR and hold it harmless from any and all liability, claim, cause of action, and cost, including attorneys' fee, and including any acts or omissions of the LICENSOR, its officers, agents, and employees, which may grow out of or be attributable to the granting by the LICENSOR of said license and any supplemental license which may hereafter be issued in connection herewith including any inspections which may be conducted in connection with or pursuant to said license or any supplemental license.

LICENSEE, at its own expense, shall restore or cause to be restored the subject property to as good a condition as existed prior to construction of the improvements which are the subject of this License Agreement. LICENSEE shall pay all costs of relocation of any public utilities or facilities that may be incurred as a result of the proposed construction or actual construction.

LICENSEE agrees to comply with all laws and ordinances in the construction and maintenance of said improvements.

LICENSOR retains the right, but not the obligation, to enter upon the land to which this license applies and at LICENSEE's expense to remove any structure or improvements or alterations thereon upon the determination by LICENSOR that such removal is necessary for exercising LICENSOR's rights or duties in regard to said easement, or for protecting persons or property, or public interest in regard to said easement.

This license, until its expiration or revocation, shall run with the title to the above-described real property, and the terms and conditions hereof shall be binding upon subsequent owners or holders thereof. LICENSEE shall cause any immediate successors in interest to have factual notice of this License Agreement.

This license shall expire automatically upon removal of the improvements located upon the property pursuant to this license, and shall expire as to any portion of said improvements upon the removal, whether or not all of the proposed improvements are removed.

This license is revocable by the LICENSOR upon the occurrence of any of the following conditions or events:

A. LICENSEE or its successors or assigns have failed to comply with the terms of the granting of the license; or

B. The improvements located thereon or any portion of them interfere with the rights of the LICENSOR or the public in or to LICENSOR's property; or

C. The use of the licensed area becomes necessary for a public purpose; or

D. Said improvements or a portion of them constitute a danger to the public which is not remediable by maintenance or alteration of the said improvements; or

E. Said improvements or a portion of them have expanded beyond the scope of the license; or

F. Maintenance or alteration necessary to alleviate danger to the public has not been made within a reasonable time after the dangerous condition has arisen.

This license shall be effective upon the acceptance of the terms hereof by the LICENSEE, as indicated by the signature of LICENSEE.

The license shall be filed of record in the Official Records of the County Clerk of the Brazos County Courthouse.

APPROVED this the ________ day of ______________________, 2018.

APPROVED:

ANGEL HERMANOS, LTD., A
TEXAS LIMITED PARTNERSHIP
LICENSEE

BY:______________________________
MARIO A. LAMMOGLIA, Managing Member

APPROVED:

CITY OF COLLEGE STATION,
LICENSOR

BY:________________________________
KARL MOONEY, Mayor

ATTEST:

____
TANYA SMITH, City Secretary

STATE OF TEXAS)
) CORPORATE ACKNOWLEDGMENT
COUNTY OF BRAZOS)

This instrument was acknowledged before me on the _____ day of ________________, 2018, by ___________________________________, as Mayor of the City of College Station, a Texas Municipal Corporation, on behalf of said Corporation.

____
Notary Public in and for
the State of T E X A S

STATE OF TEXAS)
) CORPORATE ACKNOWLEDGMENT
COUNTY OF BRAZOS)

This instrument was acknowledged before me on the _____ day of ________________________, 2018, by ______________________ as __________________ of _________________________, on behalf of said ____________________.

____
Notary Public in and for the State of Texas

RETURN ORIGINAL DOCUMENT TO:
City of College Station
Legal Department
P.O. Box 9960
College Station, Texas 77842-9960

EXHIBIT "A" TO THE LICENSE AGREEMENT

METES AND BOUNDS DESCRIPTION
OF A
SIGN ENCROACHMENT AREA
L. O. BALL MEMORIAL SUBDIVISION, PHASE II
COLLEGE STATION, BRAZOS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION OF A SIGN ENCROACHMENT AREA LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID AREA BEING A PORTION OF LOT 8, BLOCK 3, L. O. BALL MEMORIAL SUBDIVISION, PHASE II, ACCORDING TO THE PLAT RECORDED IN VOLUME 3582, PAGE 295 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT A ½ INCH IRON ROD FOUND ON THE NORTHWEST LINE OF BIRMINGHAM DRIVE (60' R.O.W.) MARKING THE SOUTH CORNER OF SAID LOT 8;

THENCE: N 56° 17' 45" W ALONG THE NORTHWEST LINE OF BIRMINGHAM DRIVE FOR A DISTANCE OF 254.09 FEET, FOR REFERENCE A 5/8 INCH IRON ROD FOUND ON THE NORTHWEST LINE OF BIRMINGHAM DRIVE BEARS: N 56° 17' 45" W FOR A DISTANCE OF 120.00 FEET;

THENCE: N 33° 42' 15" W THROUGH SAID LOT 8 FOR A DISTANCE OF 20.00 FEET TO THE SOUTHEAST LINE OF AN EXISTING 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT AND THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED AREA;

THENCE: CONTINUING THROUGH SAID LOT 8 FOR THE FOLLOWING CALLS:

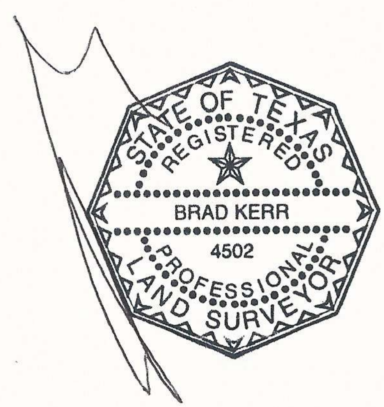
N 33° 42' 15" W FOR A DISTANCE OF 20.00 FEET;

N 56° 17' 45" E FOR A DISTANCE OF 15.00 FEET TO THE SOUTHWEST LINE OF AN EXISTING 55.00 FOOT WIDE PUBLIC UTILITY EASEMENT;

S 33° 42' 15" E ALONG THE SOUTHWEST LINE OF SAID 55' EASEMENT FOR A DISTANCE OF 20.00 FEET;

S 51° 01' 09" E ALONG THE NORTHWEST LINE OF SAID 20' EASEMENT FOR A DISTANCE OF 15.00 FEET TO THE **POINT OF BEGINNING** CONTAINING 300 SQUARE FEET OF LAND, AS SURVEYED ON THE GROUND. BEARING SYSTEM SHOWN HEREIN IS BASED ON NAD83 TEXAS STATE PLANE CENTRAL ZONE GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION. DISTANCE SHOWN HEREIN ARE GRID DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN SURFACE DISTANCES MULTIPLY BY A COMBINED SCALE FACTOR OF 1.00009842626934 (CALCULATED USING GEOID 12B).

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4502



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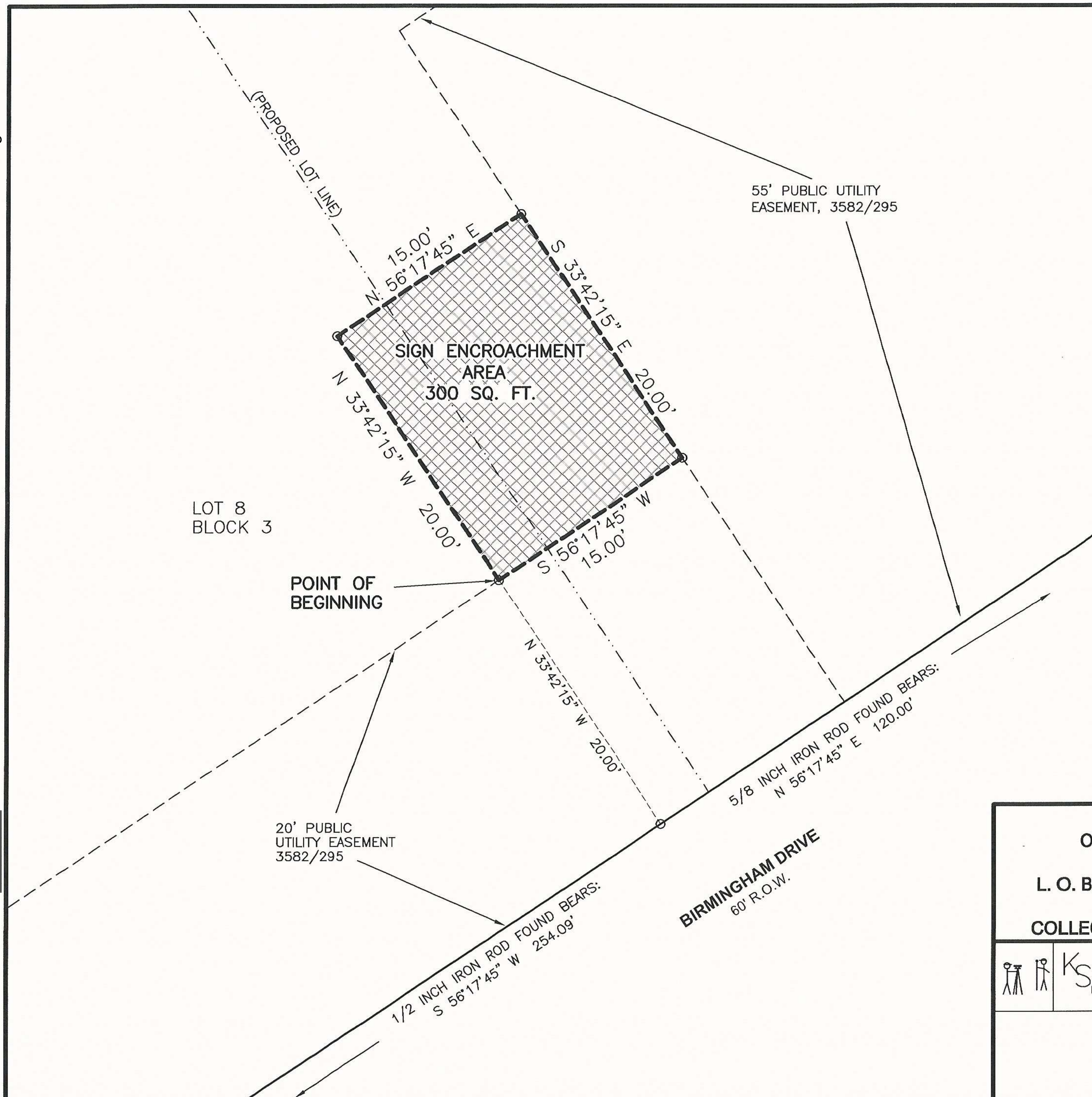
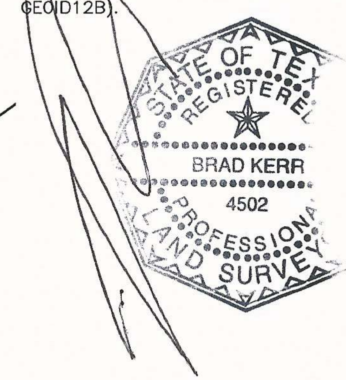
REVISED 03-07-18



SCALE: 1" = 10'

COORDINATES AND BEARING SYSTEM SHOWN HEREON ARE NAD83 (TEXAS STATE PLANE CENTRAL ZONE GRID NORTH) BASED ON THE PUBLISHED COORDINATES OF THE CITY OF COLLEGE STATION CONTROL MONUMENT CS94–130 (N:10200590.80; E:3569863.02) AND AS ESTABLISHED BY GPS OBSERVATION.

DISTANCES SHOWN HEREON ARE GRID DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN SURFACE DISTANCES MULTIPLY BY A COMBINED SCALE FACTOR OF 1.00009842626934 (CALCULATED USING GEOID12B).



REVISED 03–07–18: LABEL OF AREA

SURVEY PLAT
OF A SIGN ENCROACHMENT AREA
LOT 8, BLOCK 3
L. O. BALL MEMORIAL SUBDIVISION PHASE II
VOLUME 3582, PAGE 295
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KSC

SCALE: 1 INCH = 10 FEET
SURVEY DATE: 08–16–17
PLAT DATE: 01–05–18
JOB NUMBER: 18–091
CAD NAME: 18–091
CR5 FILE: 17–524

PREPARED BY: KERR SURVEYING, LLC
409 N. TEXAS AVENUE
BRYAN, TEXAS 77803
PHONE: (979) 268–3195

City Hall
1101 Texas Ave
College Station, TX 77840

Legislation Details (With Text)

File #:	18-0205 **Version:** 1	**Name:**	2nd Annexation Public Hearing
Type:	Annexation	**Status:**	Agenda Ready
File created:	3/7/2018	**In control:**	City Council Regular
On agenda:	3/22/2018	**Final action:**	
Title:	Public Hearing, presentation, possible action, and discussion regarding the annexation of approximately 65 acres located on the west side of the City, generally located in the vicinity of Rock Prairie Road West, Holleman Drive South, and North Graham Road.		
Sponsors:	Lance Simms		
Indexes:			
Code sections:			
Attachments:	Map of Annexation Areas Annexation Impacts - Summary Report		

Date	Ver.	Action By	Action	Result

Public Hearing, presentation, possible action, and discussion regarding the annexation of approximately 65 acres located on the west side of the City, generally located in the vicinity of Rock Prairie Road West, Holleman Drive South, and North Graham Road.

Relationship to Strategic Goals:

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

Recommendation(s): The Planning & Zoning Commission heard this item on 15 February 2018 and voted 7-0 to recommend approval of the annexation.

Summary: This is the second and final public hearing required prior to initiating annexation proceedings for four areas totaling approximately 65 acres on the west side of the City, generally located in the vicinity of Rock Prairie Road West, Holleman Drive South, and North Graham Road. Prior to the public hearing, staff will present an overview of the Annexation Service Plan. Hard copies of the Annexation Service Plan will be available at the public hearing. The Annexation Service Plan will also be available on the City's website prior to the public hearing.

The purpose of the public hearing is to give individuals the opportunity to express their views regarding the proposed annexation and the Annexation Service Plan. Council is not expected to take any action following the public hearing.

Background
In 2007, the City entered into numerous non-annexation agreements with the respective property owners in the Extraterritorial Jurisdiction (ETJ). The agreements contained a ten-year term and expired in November of 2017. In October of 2017, Staff asked the City Council for direction regarding the expiring non-annexation agreements. In some cases, the City Council directed staff to offer property owners another non-annexation agreement. However, the Council also directed Staff to proceed with the annexation of approximately 65 acres on the west side of the City after the agreements expired (see attached map).

Following is a brief timeline for the annexation process:

- October 2017 - The City Council directed Staff to proceed with the annexation process
- January 2018 - The City Council adopted an ordinance establishing the public hearing dates and authorizing staff to prepare the annexation service plan
- February 2018 - The Planning & Zoning Commission considered this item and voted unanimously to recommend annexation
- March 2018 - The City Council holds two annexation public hearings (one on 19 March and another on 22 March)
- April 2018 - The City Council is scheduled to take final action on the annexation

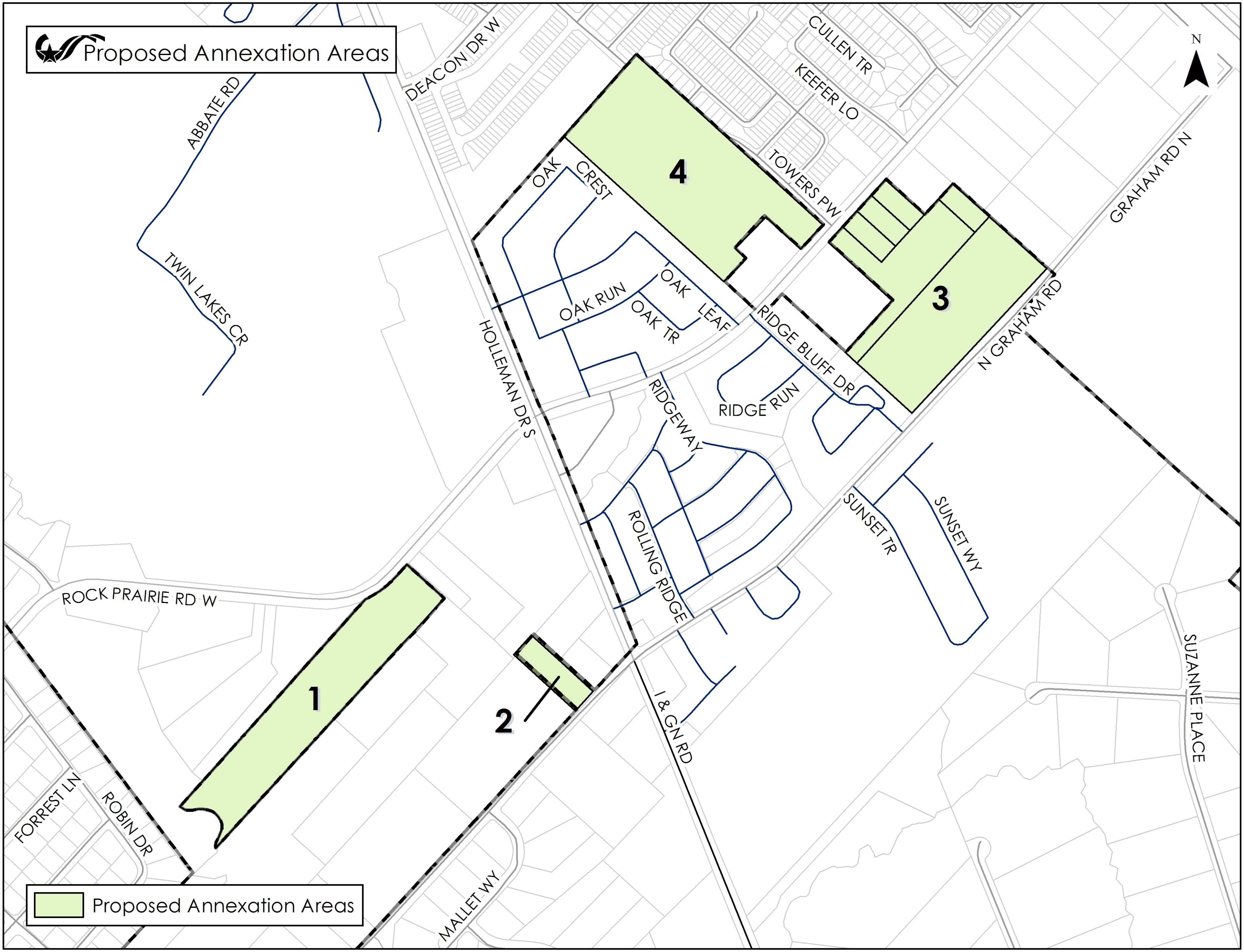
In terms of annexation planning, all four areas have the potential to accommodate future growth on the west side of the City. Area 1 is completely surrounded by the City while area two is surrounded by the City on three sides. Areas 3 and 4 contain future thoroughfares which will provide needed connectivity on the west side of the City.

Again, the City Council is not expected to take any action following the public hearing. Final action on the annexation ordinance is scheduled for the Council's regular meeting on April 26, 2018.

Budget & Financial Summary: A fiscal impact analysis will be provided prior to final action on the annexation ordinance.
Legal Review: Yes

Attachments:

1. Map of Annexation Areas
2. Annexation Summary Report



Proposed Annexation Areas
N
DEACON DR W
ABBATE RD
CULLEN TR
KEEFER LO
TOWERS PW
GRAHAM RD N
4
3
OAK
CREST
TWIN LAKES CR
OAK RUN
OAK
LEAF
OAK TR
RIDGE BLUFF DR
N GRAHAM RD
HOLLEMAN DR S
RIDGEWAY
RIDGE RUN
SUNSET TR
SUNSET WY
ROLLING RIDGE
ROCK PRAIRIE RD W
1
2
I & GN RD
SUZANNE PLACE
FORREST LN
ROBIN DR
MALLET WY
Proposed Annexation Areas

Annexation Service Impacts

CITY OF COLLEGE STATION
Planning & Development Services

Summary Report

March 2018

Table of Contents

Background

There are many reasons a city considers annexation. These include securing a tax base, utility extensions, implementing planned land uses and thoroughfares, providing for a safe built environment, protecting sensitive lands, preserving unique areas, and affording room for future growth. Historically, annexation has been a very important factor in sustaining the population growth of Texas cities and it continues to serve as a critical component of the city's growth management strategy. Legislative changes at the state level have made annexations more difficult for Texas cities and there are many considerations when employing this strategy.

An important part of any annexation consideration is the anticipated impact caused on the City's service delivery systems and this report is intended to provide a summary of impacts by department.

Area Description

A map of the four areas currently under consideration for annexation under the exempt status is included as Appendix "A". A general description of the area is provided below:

The proposed annexation area contains approximately 65 acres, three dwelling units, and has an estimated population of eight residents. The annexation areas are located on the west side of the City, generally located in the vicinity of Rock Prairie Road West, Holleman Drive South, and North Graham Road. Annexation area three contains approximately .25 miles of public roadway (North Graham Road).

Annexation Considerations

Growth Management and Capacity

Chapter Eight of the City's Comprehensive Plan addresses Growth Management & Capacity. The purpose of Chapter Eight is to establish the necessary policy guidance and associated strategies to enable the City to manage its ongoing physical growth and development in a sensible, predictable, and fiscally-responsible manner. In terms of future annexations, Chapter Eight contains Map 8.1 (Potential Annexation Priorities and Phasing) and Table 8.1 (Annexation Considerations). Table 8.1 provides the following reasons to consider annexing the areas:

- Area(s) adjacent to the City on two or more sides;
- Provides undeveloped or underdeveloped area for future growth;
- Located within the CSISD boundary;
- Health and life safety concerns (building and fire code enforcement, emergency response, etc.)

Other Planning Considerations

Annexation of the proposed areas should be also be considered to enable land use control and provide effective thoroughfare planning.

Other Service Providers

The proposed annexation areas are totally within the Wellborn Special Utility District's water service area and currently served by that entity. The areas are also completely within the electric service territory of Bryan Texas Utilities.

Capacity to Annex

Chapter 43 of the Texas Local Government Code allows cities to annex up to ten percent of its size in any given year. This amount is allowed to be accrued and for up to three years. Currently, College Station may annex up to approximately 9,700 acres. The total acreage under consideration with this proposal is approximately 65 acres or less than one percent of the area allowed to be annexed by State law.

Annexation Impacts

The service impacts of annexation typically include police services, fire protection, emergency medical services, solid waste collection, public right-of-way maintenance, utility maintenance (as applicable), code enforcement, development services, and building permitting and inspections. The Departments responsible for these services have provided information to assess the potential impact of annexing the area under consideration. Following is a summary of the anticipated impacts:

Police Services

The area proposed for annexation will have a minimal impact on the Police Department's ability to provide services. The land uses, as proposed, do not create a need for more officers at this time and should pose minimal budget implications. Should development continue in the proposed annexation areas, there is a possibility that beats will have to be restructured to adequately distribute the additional workload. If the workload becomes unmanageable and response times increase to an unacceptable level, the need for an additional beat will become a necessity. The Police Department will monitor the area and respond appropriately to the demand for emergency services.

Fire Services

Annexation of the area will have a moderate impact on the Fire Department’s service levels. As with any potential annexation there will be impacts on the Fire Department’s ability to deliver services within designated drive times. A future fire station (number seven) is proposed to be located near the annexation area. The Fire Department has a 3,000-gallon water tanker and a grass firefighting truck which places the Department in a better position to effectively respond to off-road areas and other areas not adequately covered by fire hydrants. The Fire Department will continue to work with the Brazos County Emergency Services Districts through existing mutual aid agreements to protect newly-annexed areas as growth occurs.

Solid Waste Collection

The proposed annexation area can be served by the Sanitation Division without additional personnel or collection equipment. Existing homes in the annexation area that are currently served by private waste service providers may elect to have the City provide solid-waste collection immediately after annexation or continue to use a private provider for a period of two years after the effective annexation date.

Public Works – Thoroughfares and Street Maintenance

Annexing the proposed area will have a minimum impact on the City’s ability to maintain streets and drainage. The proposed annexation includes approximately .25 miles of public roadway (North Graham Road). Following annexation, Public Works will monitor the area and respond appropriately to any increased demand for services.

Building Permits and Inspections

Building plans review and building inspections for the areas under consideration can be provided without adversely impacting current service levels.

Code Enforcement

Code Enforcement services for the areas under consideration can be provided without adversely impacting current service levels.

Planning

The proposed exempt annexation areas will not adversely impact current planning service levels. The Planning and Development Services Department currently services this property by way of administration of Article 8, Subdivision Design and Improvements of the CITY OF COLLEGE STATION UNIFIED DEVELOPMENT ORDINANCE. Upon annexation, planning and development services will expand to include other portions of the UNIFIED DEVELOPMENT ORDINANCE as applicable.

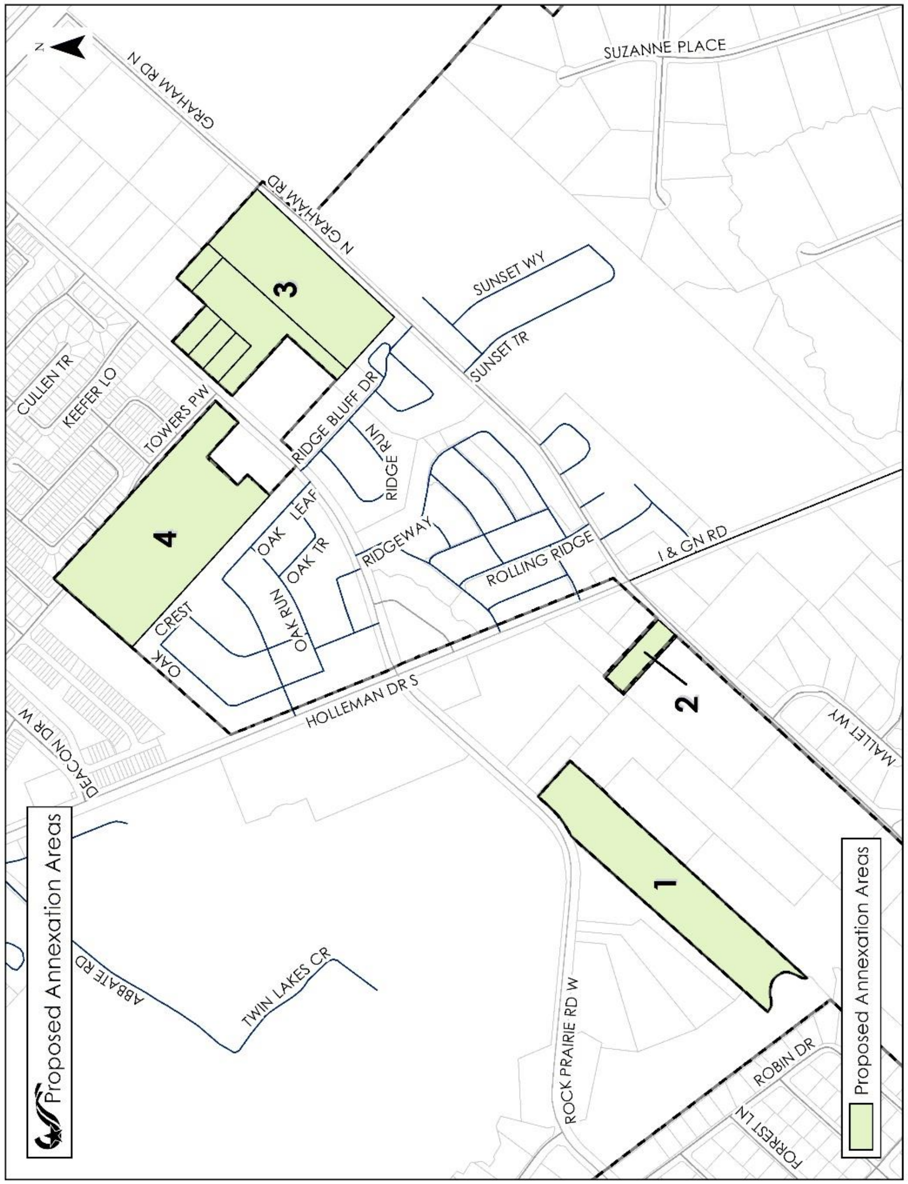
Wastewater

Wastewater service is currently available to annexation area four. Should the annexation service plan reveal a need for additional wastewater service to the areas, additional infrastructure and/or the expansion of existing facilities may be required.

Transportation

Annexation areas three and four contain thoroughfares identified on the City's Thoroughfare Plan. New thoroughfares typically occur as part of the development/redevelopment process or through the City's Capital Improvement Projects process.

Appendix A


Proposed Annexation Areas
N GRAHAM RD N
N GRAHAM RD
SUZANNE PLACE
SUNSET WY
SUNSET TR
RIDGE BLUFF DR
RIDGE RUN
TOWERS PW
CULLEN TR
KEEFER LO
OAK LEAF
OAK TR
OAK RUN
OAK CREST
RIDGEWAY
ROLLING RIDGE
I & GN RD
HOLLEMAN DR S
DEACON DR W
MALLET WY
ABBATE RD
TWIN LAKES CR
ROCK PRAIRIE RD W
ROBIN DR
FORREST LN
1
2
3
4

City Hall
1101 Texas Ave
College Station, TX 77840

Legislation Details (With Text)

File #:	18-0180	**Version:** 1	**Name:**	Mineral Lease - Apache Corporation	
Type:	Bid Award		**Status:**	Agenda Ready	
File created:	3/1/2018		**In control:**	City Council Regular	
On agenda:	3/22/2018		**Final action:**		
Title:	Public Hearing, presentation, possible action, and discussion regarding the award of Bid No. 18-030 to Apache Corporation for the lease of oil, gas, and related hydrocarbon mineral interests.				
Sponsors:	Aubrey Nettles				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

Public Hearing, presentation, possible action, and discussion regarding the award of Bid No. 18-030 to Apache Corporation for the lease of oil, gas, and related hydrocarbon mineral interests.

Relationship to Strategic Goals: (Select all that apply)

- Financially Sustainable City
- Diverse Growing Economy

Recommendation(s): Staff recommends award of the bid to Apache Corporation and entering into the mineral lease for oil, gas, and related hydrocarbons with Apache Corporation.

Summary: The City of College Station owns mineral interests on 2 tracts of land within the corporate city limits of the City of College Station. Tract 1 is generally located at the Carter Creek Wastewater Treatment Plant and Tract 2 is generally located at the electric substation near Switch Station Rd. The City advertised these mineral interests (Bid No. 18-030) between January 1, 2018 and January 22, 2018. The City received one sealed bid from Apache Corporation and it was evaluated by City Staff. Apache Corporation was the only bidder to respond and submit a bid. Apache Corporation has provided information showing that the drilling pad and facilities for the well sites will be located outside of the College Station city limits and that such operations will not occur on the surface of the City-owned lease tracts.

Reviewed and Approved by Legal: Yes

Budget & Financial Summary: The City will receive royalty payments and a lease bonus subject to the terms of the oil and gas lease.

Attachments:

(1) Mineral Lease (on file with the City Secretary)