



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final

City Council Regular

Thursday, March 26, 2015

7:00 PM

City Hall Council Chambers

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

Hear Visitors: 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. Please limit remarks to three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining to conclude your remarks. The City Council will receive the information, 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** [15-0142](#) Presentation, possible action, and discussion of minutes for:

- March 10, 2015 Special Meeting
- March 12, 2015 Workshop
- March 12, 2015 Regular Council Meeting

Sponsors:

Mashburn

Attachments:

[SM031015 DRAFT Minutes.docx](#)

[WKSHP031215 DRAFT Minutes.docx](#)

[RM031215 DRAFT Minutes.docx](#)

- 2b** [15-0135](#) Presentation, possible action, and discussion on the consideration of an ordinance amending Chapter 10, "Traffic Code", Section 10-2., "Traffic Control Devices," Subsection D "Intersections Controlled by Stop Signs", Traffic Schedule III - Stop Signs, of the Code of Ordinances of the City of College Station, Texas, by implementing an all-way stop at the intersection of Lincoln Avenue

and Tarrow Street.

Sponsors:

Harmon

Attachments:

[Map - All-Way Stop at Lincoln and Tarrow.pdf](#)

[Ordinance - All-Way stop at Lincoln and Tarrow.docx](#)

2c [15-0137](#)

Presentation, possible action and discussion regarding construction contract 15-146 with Brazos Paving, Inc., in the amount of \$328,164.35 for roadway, sidewalk, and drainage improvements along Barron Road from SH 40 through the W.S. Phillips Parkway intersection.

Sponsors:

Harmon

Attachments:

[15-029 Tab.pdf](#)

[Barron Road Improvements - Project Location Map.pdf](#)

2d [15-0138](#)

Presentation, possible action, and discussion regarding construction contract 15-029 with CLM Energy Services, LLC in the amount of \$80,887.86 for the Rock Prairie Road 8-Inch Water Line.

Sponsors:

Harmon

Attachments:

[rock prairie water line.pdf](#)

[15-021 Tab.pdf](#)

2e [15-0141](#)

Presentation, possible action, and discussion to award contract 15-060 to Freese & Nichols, Inc. in the amount of \$325,000 to update the City's Wastewater System Master Plan.

Sponsors:

Coleman

Attachments:

[Contract.pdf](#)

[Certificate of Insurance.pdf](#)

2f [15-0149](#)

Presentation, possible action, and discussion to approve a License Agreement with College Station Independent School District to provide a sewer system connection for 101 Lee Street.

Sponsors:

Coleman

Attachments:

[License Agreement.pdf](#)

Regular Agenda

At the discretion of the Mayor, individuals may be allowed to speak on a Regular Agenda Item. Individuals who wish to address the City Council on a regular 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.

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. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer alarm will sound at 2 1/2 minutes to signal thirty seconds remaining to conclude 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.

If an individual does not wish to address the City Council, but still wishes to be recorded in the official minutes as being in support or opposition to an agenda item, the individual may complete the registration form provided in the lobby by providing the name, address, and comments about a city related subject. These comments will be referred to the City Council and City Manager.

1. [15-0136](#) Public Hearing, presentation, possible action, and discussion of an ordinance amending Chapter 10 "Traffic Code", to remove parking along Kate Lane between Keefer Loop and Summerway Drive.

Sponsors:

Harmon

Attachments:

[Map - Kate Lane Parking Removal.pdf](#)

[Park Removal Ordinance Kate Lane.docx](#)

2. [15-0150](#) Public hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to SC Suburban Commercial for the property being a 1.917-acre portion of a called 2.68 acre tract in the Crawford Burnett, A-7, in the City of College Station, Brazos County, Texas, and as conveyed in a gift deed in Volume 1620, Page 70, save and except that portion conveyed to the State of Texas in the road right-of-way line for F.M. 2154, as recorded in Volume 6520, Page 247, of the Official Records of Brazos County, Texas, generally located at the southeast corner of Navarro Drive and Wellborn Road.

Sponsors:

Schubert

Attachments:

[Background Information](#)

[Aerial and Small Area Map](#)

[Ordinance](#)

3. [15-0133](#) Presentation, possible action, and discussion of an ordinance amending Chapter 11, "Utilities", of the Code of Ordinances of the City of College Station, Texas, by adding a new section 13, "Lease of City Fiber Optic Cable Facilities"; providing a severability clause;

declaring a penalty; and providing an effective date.

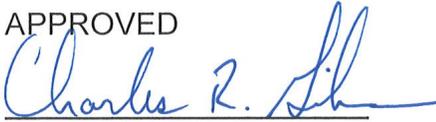
Sponsors: Roper

Attachments: [Revised Draft Fiber Ordinance.docx](#)

4. Adjourn.

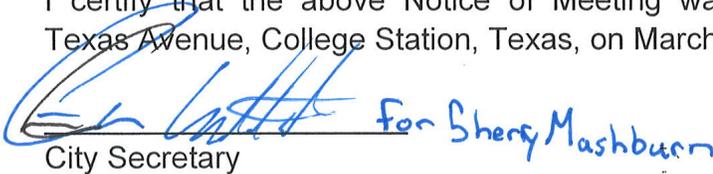
The City Council may adjourn into Executive Session to consider any item listed on this agenda if a matter is raised that is appropriate for Executive Session discussion. An announcement will be made of the basis for the Executive Session discussion.

APPROVED



City Manager

I certify that the above Notice of Meeting was posted at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on March 20, 2015 at 5:00 p.m.



City Secretary

This building is wheelchair accessible. Handicap parking spaces are available. Any request for sign interpretive service must be made 48 hours before the meeting. To make arrangements call (979) 764-3517 or (TDD) 1-800-735-2989. Agendas may be viewed on www.cstx.gov. Council meetings are broadcast live on Cable Access Channel 19.



Legislation Details (With Text)

File #: 15-0142 **Version:** 1 **Name:** Minutes
Type: Minutes **Status:** Consent Agenda
File created: 3/10/2015 **In control:** City Council Regular
On agenda: 3/26/2015 **Final action:**
Title: Presentation, possible action, and discussion of minutes for:
· March 10, 2015 Special Meeting
· March 12, 2015 Workshop
· March 12, 2015 Regular Council Meeting
Sponsors: Sherry Mashburn
Indexes:
Code sections:
Attachments: [SM031015 DRAFT Minutes.pdf](#)
[WKSH031215 DRAFT Minutes.pdf](#)
[RM031215 DRAFT Minutes.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of minutes for:
· March 10, 2015 Special Meeting
· March 12, 2015 Workshop
· March 12, 2015 Regular Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:

- March 10, 2015 Special Meeting
- March 12, 2015 Workshop
- March 12, 2015 Regular Council Meeting

MINUTES OF THE CITY COUNCIL SPECIAL MEETING
CITY OF COLLEGE STATION
MARCH 10, 2015

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Steve Aldrich
Karl Mooney
John Nichols
Julie Schultz
James Benham, absent

City Staff:

Kelly Templin, City Manager
Chuck Gilman, Deputy City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary

1. Call to Order and Announce a Quorum is Present

With a quorum present, the Special Meeting of the College Station City Council was called to order by Mayor Berry at 7:07 p.m. on Tuesday, March 10, 2015 in the Greens Prairie Elementary School, 4315 Greens Prairie Trail, College Station, Texas.

2. Public hearing, presentation, possible action, and discussion regarding the annexation service plan for approximately 233 acres located on the southwest side of the City, identified for annexation under the exempt status.

Lance Simms, Director of Planning and Development, reported this is the first of two Public Hearings prior to initiating annexation proceedings. An overview of the annexation service plan was presented. There are three major components: immediate services (Police, Fire, EMS, solid waste collection, operation and maintenance of water/wastewater facilities, etc.); additional services (building permits/inspections, planning and development services, community development, animal control, code enforcement, and recycling collection); and a capital improvement program.

The Planning & Zoning Commission heard this item at their February 19 meeting and voted unanimously to recommend approval of the annexation.

At approximately 7:23 p.m., Mayor Berry opened the Public Hearing.

Mike Wilson, 15833 Flagstone Ct., President of the Royder Ridge Subdivision HOA, spoke in favor of the annexation process. The City has grown around them. He pointed out future four-lane arteries that are adjacent to the residential area. There will be three schools surrounding them. They are smack dab in the middle of College Station and do not want to remain on septic systems. They just want to be treated in the same way. They want to make this a win-win.

Susan Marty, 4324 Ledgestone Trail, said she purchased her property and knew the area would be annexed. That did not bother her at all. She does expect to get services for her tax dollars, including sanitation, wastewater, fire hydrants, police and fire. When she becomes a resident of the City, she wants to be afforded adequate services.

Maria King, 4548 Greens Prairie Trail, asked why the residents could not vote on this annexation. Lance Simms replied that it is according to state law.

There being no further comments, the Public Hearing was closed at 7:33 p.m.

3. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Special Meeting of the City Council at 7:33 p.m. on Tuesday, March 10, 2015.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
MARCH 12, 2015

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Steve Aldrich, arrived after roll call
Karl Mooney
John Nichols
Julie Schultz
James Benham, arrived after roll call

City Staff:

Kelly Templin, City Manager
Chuck Gilman, Deputy City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary
Tanya McNutt, 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 Berry at 4:00 p.m. on Thursday, March 12, 2015 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.074-Personnel, and §551.087-Economic Incentive Negotiations, the College Station City Council convened into Executive Session at 4:00 p.m. on Thursday, March 12, 2015 in order to continue discussing matters pertaining to:

A. Consultation with Attorney to seek advice regarding pending or contemplated litigation; to wit:

- Cause No. 13-002978-CV-361, Deluxe Burger Bar of College Station, Inc. D/B/A Café Excell v. Asset Plus Realty Corporation, City of College Station, Texas and the Research Valley Partnership, Inc., In the 361st Judicial District Court, Brazos County, Texas
- Margaret L. Cannon v. Deputy Melvin Bowser, Officer Bobby Williams, Officer Tristan Lopez, Mr. Mike Formicella, Ms. Connie Spence, Cause No. 13 002189 CV 272, In the 272nd District Court of Brazos County, Texas
- Bobby Trant v. BVSWMA, Inc., Cause No. 33014, In the District Court, Grimes County, Texas, 12th Judicial District
- Juliao v. City of College Station, Cause No. 14-002168-CV-272, in the 272nd District Court of Brazos County, Texas

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

- Council Self-evaluation

C. Deliberation on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the city; to wit:

- Economic incentives for a proposed development located near the intersection of Holleman South and Rock Prairie Road West in College Station.

The Executive Session adjourned at 5:28 p.m.

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

No action was required from Executive Session.

Mayor Berry recessed the Workshop to call the Joint Meeting with the Planning and Zoning Commission at 5:38 p.m.

4. Call Joint Meeting with Planning and Zoning Commission to order.

With a quorum present, the Joint Meeting with the Planning and Zoning Commission was called to order by Mayor Berry at 5:38 p.m. on Thursday, March 12, 2015 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

With a quorum present (Jane Kee, Kirk Joseph, Barry Moore, Jerome Rektorik, and Jim Ross), the Joint Meeting with the City Council was called to order by P&Z Chair Jane Kee at 5:38 p.m. on Thursday, March 12, 2015 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

5. Presentation, possible action, and discussion, and a joint meeting of the Planning and Zoning Commission and the City Council regarding the 2015 Planning & Zoning Commission Plan of Work.

Jane Kee, P&Z Chair, provided a brief overview of the Plan of Work's elements, such as the five-year Comprehensive Plan, land use inventory, thoroughfare plan, parkland dedication, review of adopted plans, and university research commercialization.

6. Adjourn Joint Meeting with Planning and Zoning Commission.

MOTION: There being no further business, Mayor Berry and P&Z Chair Kee adjourned the Joint Meeting of the College Station City Council and Planning and Zoning Commission at 6:06 p.m. on Thursday, March 12, 2015.

The Council Workshop reconvened at 6:18 p.m.

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

Items 2c and 2i were pulled for clarification.

(2c): Donald Harmon, Director of Public Works, said the Traffic Management Team held several public meetings and visited with school officials. This was initiated by the schools. There is a planned route in place.

(2i): Sherry Mashburn, on behalf of Jay Socol, Director of Public Communications, along with Jeff Capps, Assistant City Manager, clarified that, at this time, the university is seeking our commitment to provide the same support we have done in the past with large events.

8. Presentation, possible action, and discussion regarding plans for a "Safety City".

David Schmitz, Director of Parks and Recreation, reminded Council that Texas A&M AgriLife Extension Service approached the City for possible locations. Parks provided three possible sites, of which Central Park was the preferred location. It is on City property, but not park property. Staff endorses the concept but recognizes there are some issues. The City will be affected because of the cost of operations and maintenance, and various departments will also be affected, such as police and fire.

Mary Jo Prince with the Texas A&M AgriLife Extension Service, provided an overview of the project, the concept, and the caliber of the facility intended to be built. A possible location is on City- owned property, adjacent to Central Park on the Highway 6 frontage road was discussed. They are requesting the City to allocate this property to Safety City.

Mayor Berry recessed the workshop at 7:19 p.m.

The Workshop reconvened at 7:26 p.m.

9. Council Calendar

Council reviewed the calendar.

10. Presentation, possible action, and discussion on future agenda items: a Councilmember may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

There were no future agenda items.

11. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, 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, Convention & Visitors Bureau, Design Review Board, Economic Development Committee, Gigabit Broadband Initiative, 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, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Twin City Endowment, Youth Advisory Council, Zoning Board of Adjustments.

Mayor Berry reported on the Blinn College Advisory Committee,

Councilmember Benham reported on BVWACS.

12. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 7:28 p.m. on Thursday, March 12, 2015.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
MARCH 12, 2015

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Steve Aldrich
Karl Mooney
John Nichols
Julie Schultz
James Benham

City Staff:

Kelly Templin, City Manager
Carla Robinson, City Attorney
Chuck Gilman, Deputy City Manager
Sherry Mashburn, City Secretary
Tanya McNutt, 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 Berry at 7:28 p.m. on Thursday, March 12, 2015 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.

Citizen Comments

Ben Roper, 5449 Prairie Dawn Ct., came before Council to honor the service and sacrifice of Master Sgt. James Curtis Kountz.

CONSENT AGENDA

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

- **February 19, 2015 Retreat**
- **February 20, 2015 Retreat**
- **February 24, 2015 Joint Meeting with CSISD**

- February 26, 2015 Workshop
- February 26, 2015 Regular Council Meeting

2b. Presentation, possible action, and discussion regarding approval of Resolution 03-12-15-2b, amending Resolution 08-14-14-2l, that will authorize City staff to negotiate for the purchase of easements needed for the Southland Street Drainage Project.

2c. Presentation, possible action, and discussion of Ordinance 2015-3641, amending Chapter 10 Traffic Code, Section 4 to remove stopping, standing, and parking along Greens Prairie Trail and Royder Road.

2d. Presentation, possible action, and discussion on consideration of Ordinance 2015-3642, amending Chapter 10, Traffic Code, Section 2(N) of the Code of Ordinances of the City of College Station to prohibit U-turns for northbound, southbound, and westbound traffic at the intersection of FM 2818 and Holleman.

2e. Presentation, possible action, and discussion regarding construction contract number 15-104 with Vox Construction, LLC, in the amount of \$77,546.21, for sidewalk improvements on the west side of Texas Avenue between Hensel Street and Cooner Street, Project No. ST-1424.

2f. Presentation, possible action, and discussion regarding Ratifying Change Order No. 3 to Contract No. 13-267 with Dudley Construction, Ltd., in the amount of \$52,875.12 for the Veterans Park Synthetic Fields project.

2g. Presentation, possible action, and discussion regarding an Interlocal Agreement between the City of College Station and The City of North Richland Hills for cooperative purchasing.

2h. Presentation, possible action, and discussion regarding a revised Interlocal Agreement between the City of College Station and Texas A&M University for cooperative purchasing.

2i. Presentation, possible action, and discussion regarding approval of Resolution 03-12-15-2i, supporting the proposal by Texas A&M University to host a 2016 Presidential or Vice Presidential Debate.

2j. Presentation, possible action, and discussion regarding a Data Use Agreement with Texas Department of State Health Services (DSHS), Vital Statistics for access to Confidential Information.

MOTION: Upon a motion made by Councilmember Benahm and a second by Councilmember Mooney, the City Council voted seven (7) 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 2015-3643, amending Chapter 12, "Unified Development Ordinance," Section 12-9.6 "Nonconforming Signs," of the Code of Ordinances of the City of College Station, Texas regarding commercial signs in the Wellborn area.

Jennifer Prochazka, Planning and Development, stated the proposed UDO amendment is intended to allow attached commercial signs on existing commercial structures without having to seek rezoning.

The P&Z considered this item at their February 19, 2015 meeting and voted 6-0 to recommend approval. Staff also recommends approval.

At approximately 7:36 p.m., Mayor Berry opened the Public Hearing.

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

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Nichols, the City Council seven (7) for and none (0) opposed, to adopt Ordinance 2015-3643, amending Chapter 12, "Unified Development Ordinance," Section 12-9.6 "Nonconforming Signs," of the Code of Ordinances of the City of College Station, Texas regarding commercial signs in the Wellborn area. The motion carried unanimously.

2. Public hearing, presentation, possible action, and discussion regarding the annexation service plan for approximately 233 acres located on the southwest side of the City, identified for annexation under the exempt status.

Lance Simms, Director of Planning and Development, stated this is the second of two public hearings held by the City Council prior to initiating annexation proceedings for approximately 233 acres. /he provided a brief overview of the Annexation Service Plan.

The P&Z heard this item on February 19 and voted 6-0 to recommend approval of the annexation.

The Council is scheduled to take final action on the annexation ordinance on Thursday, April 9, 2015.

At approximately 7:54 p.m., Mayor Berry opened the Public Hearing.

Susan Marty, 4324 Ledgestone, provided written comments, attached, and spoke to say this annexation is only part of the plans for this area. Continuing to classify this area as rural, and using that to justify not providing services, does not make sense. The rural category doesn't make sense when they are surrounded by three schools, four-lane roads, and traffic signals. She is proud to be a part of this community and welcomes annexation.

Mike Wilson, 15833 Flagstone, President of the Royder Ridge Subdivision HOA, spoke to say they are smack dab in the middle of College Station, and there is money in the wastewater budget. He is certain the City will put in wastewater lines in the area. He asked the Council to consider spending some on that wastewater money into their neighborhood.

There being no further comments, the Public Hearing was closed at 8:00 p.m.

3. Presentation, possible action, and discussion regarding the approval of a Development Agreement associated with Brazos County Municipal Utility District No. 1.

Lance Simms, Director of Planning and Development, reported that staff has negotiated a development agreement associated with the creation of the MUD which extends the City's planning authority over the District's property. This is important given the District is located entirely within the City's ETJ. The development agreement addresses land use, density, compliance with construction codes, and development standards comparable to development within the City. Council will consider a Utility Agreement and Strategic Partnership Agreement at a later date. These will be attached to the Development Agreement.

MOTION: Upon a motion made by Councilmember Aldrich and a second by Councilmember Nichols, the City Council voted seven (7) for and none (0) opposed, to approve the Development Agreement. The motion carried unanimously.

4. Presentation, possible action, and discussion regarding appointments to the BioCorridor Board.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to appoint Barry Moore and Jim Ross from Planning and Zoning and Steve Aldrich from Council to the BioCorridor Board. The motion carried unanimously.

5. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 8:31 p.m. on Thursday, March 12, 2015.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary



Legislation Details (With Text)

File #: 15-0135 **Version:** 1 **Name:** Lincoln / Tarrow Intersection All-Way Stop

Type: Ordinance **Status:** Consent Agenda

File created: 3/9/2015 **In control:** City Council Regular

On agenda: 3/26/2015 **Final action:**

Title: Presentation, possible action, and discussion on the consideration of an ordinance amending Chapter 10, "Traffic Code", Section 10-2., "Traffic Control Devices," Subsection D "Intersections Controlled by Stop Signs", Traffic Schedule III - Stop Signs, of the Code of Ordinances of the City of College Station, Texas, by implementing an all-way stop at the intersection of Lincoln Avenue and Tarrow Street.

Sponsors: Donald Harmon

Indexes:

Code sections:

Attachments: [Map - All-Way Stop at Lincoln and Tarrow.pdf](#)
[Ordinance - All-Way stop at Lincoln and Tarrow.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on the consideration of an ordinance amending Chapter 10, "Traffic Code", Section 10-2., "Traffic Control Devices," Subsection D "Intersections Controlled by Stop Signs", Traffic Schedule III - Stop Signs, of the Code of Ordinances of the City of College Station, Texas, by implementing an all-way stop at the intersection of Lincoln Avenue and Tarrow Street.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

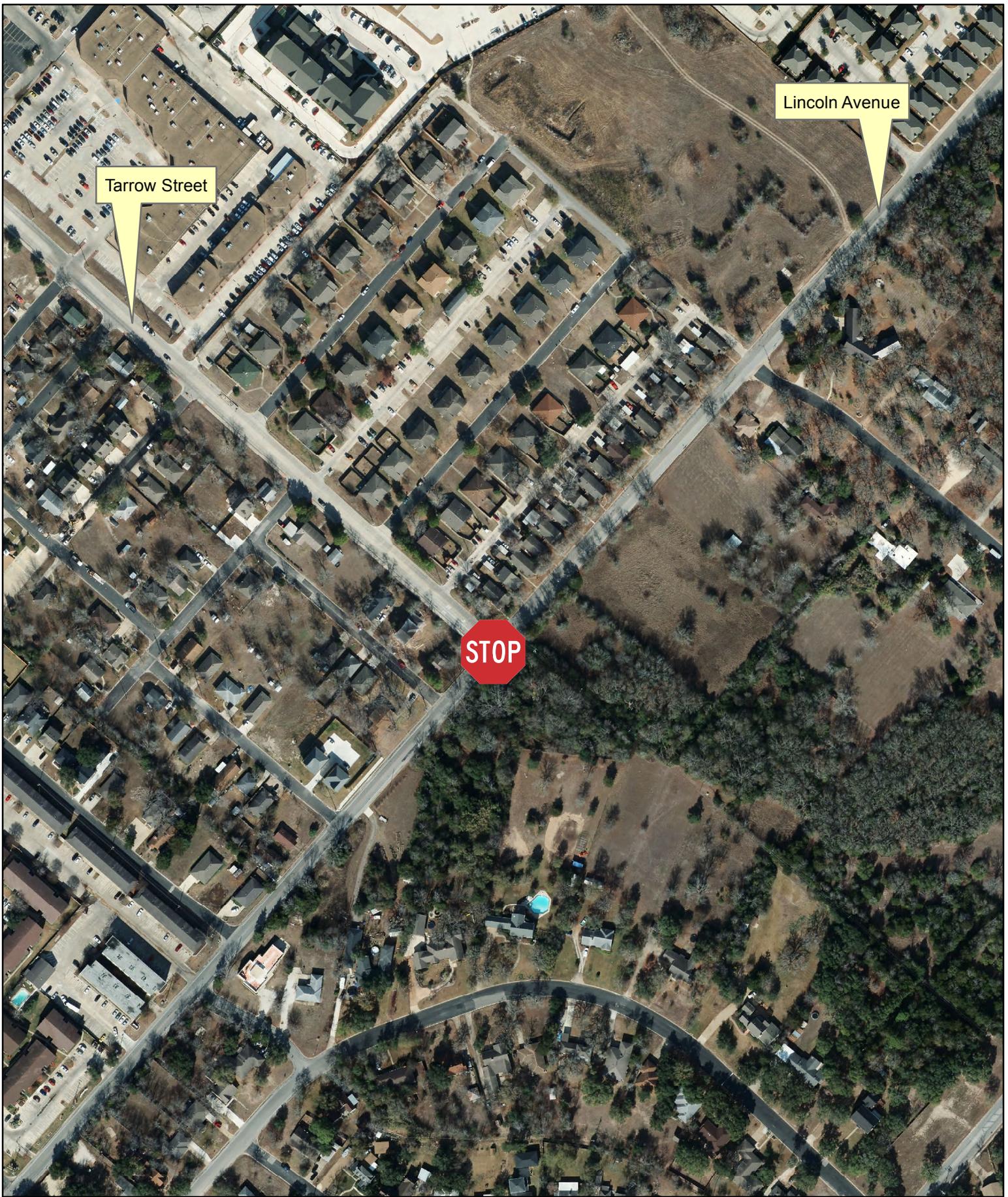
Recommendation(s): Staff recommends approval of the ordinance amendment.

Summary: To improve safety and mobility for people driving, walking, and riding bicycles in the Lincoln and Tarrow area, an all-way stop is warranted at the intersection of Lincoln Avenue and Tarrow Street. The City of College Station Traffic Management Team recommends implementing an all-way stop at this intersection. This ordinance allows for the implementation and enforcement of an all-way stop at this intersection to improve safety and mobility for residents and visitors to the area.

Budget & Financial Summary: The installation of the stop signs and stop bars are planned operation and maintenance expenses accounted for in the Public Works operations budget.

Attachments:

1. Ordinance
2. Location Map



Proposed All-Way Stop Intersection

Lincoln Avenue at Tarrow Street



ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, “TRAFFIC CODE”, SECTION 10-2., “TRAFFIC CONTROL DEVICES,” SUBSECTION D “INTERSECTIONS CONTROLLED BY STOP SIGNS”, TRAFFIC SCHEDULE III – STOP SIGNS, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, AND 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 10, “Traffic Code”, Section 10-2., “Traffic Control Devices,” Subsection D “Intersections Controlled by Stop Signs”, Traffic Schedule III – Stop Signs, of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** and attached hereto and made a part of this ordinance for all purposes.

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

PART 3 That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed liable for a civil offense or guilty of a Class C misdemeanor, and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), or upon conviction thereof, shall be punished by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Said Ordinance becomes effective ten (10) days after date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2015.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT “A”

That Chapter 10, “Traffic Code”, Section 10-2., “Traffic Control Devices,” Subsection D “Intersections Controlled by Stop Signs”, Traffic Schedule III – Stop Signs is hereby amended and is to read as follows:

An all-way stop sign controlled intersection located at the intersection Lincoln Avenue and Tarrow Street.



Legislation Details (With Text)

File #: 15-0137 **Version:** 1 **Name:** Barron Road Improvements
Type: Contract **Status:** Consent Agenda
File created: 3/9/2015 **In control:** City Council Regular
On agenda: 3/26/2015 **Final action:**
Title: Presentation, possible action and discussion regarding construction contract 15-146 with Brazos Paving, Inc., in the amount of \$328,164.35 for roadway, sidewalk, and drainage improvements along Barron Road from SH 40 through the W.S. Phillips Parkway intersection.
Sponsors: Donald Harmon
Indexes:
Code sections:
Attachments: [15-029 Tab.pdf](#)
[Barron Road Improvements - Project Location Map.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action and discussion regarding construction contract 15-146 with Brazos Paving, Inc., in the amount of \$328,164.35 for roadway, sidewalk, and drainage improvements along Barron Road from SH 40 through the W.S. Phillips Parkway intersection.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: This project is for improvements on Barron Road from State Highway 40 through the W.S. Phillips Parkway intersection. W.S. Phillips Parkway south of Barron Road will provide a continuous connection back to Greens Prairie Road, including the new elementary school. This project consists of the construction of new sub-grade, pavement, curbs, a median, sidewalks, drainage structures, and installing associated striping improvements from the intersection of Barron Road and SH 40 to W.S. Phillips Parkway.

Budget & Financial Summary: A budget of \$335,000 is included for this project in the Streets Capital Improvement Projects Fund and \$50,000 is included for the project in the Drainage Fund. Funds in the amount of \$49,256.50 have been expended or committed to date, leaving a balance of \$335,743.50 for this contract and related expenditures.

Attachments:

1. Contract No. 15-146 (on file with the City Secretary's Office)
2. Bid Tabulation ITB #15-029
3. Project Location Map



City of College Station - Purchasing Division
Bid Tabulation for #15-029
"Barron Road Improvements"
Open Date: Tuesday, March 3, 2015 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Brazos Paving, Inc. (Bryan, TX)		Larry Young Paving, Inc. (College Station, TX)		Dudley Construction, Ltd. (College Station, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.00 Site Preparation/Demo									
1.01	1	LS	Mobilization	\$17,010.00	\$17,010.00	\$16,500.00	\$16,500.00	\$62,000.00	\$62,000.00
1.02	1	LS	Clearing and Grubbing	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00
1.03	1	LS	Remove and Dispose of HMAC and Base Material (2,972 SY)	\$8,916.00	\$8,916.00	\$13,000.00	\$13,000.00	\$4,175.00	\$4,175.00
1.04	1	LS	Remove and Dispose of Existing Concrete Apron (2.6 SY)	\$36.00	\$36.00	\$750.00	\$750.00	\$300.00	\$300.00
1.05	1	LS	Remove and Dispose of Existing Wire Fencing (30 LF)	\$300.00	\$300.00	\$300.00	\$300.00	\$250.00	\$250.00
1.06	1	LS	Remove and Dispose of Existing CMP Culverts (69 LF)	\$1,380.00	\$1,380.00	\$700.00	\$700.00	\$600.00	\$600.00
1.07	1	LS	Removal of Existing Striping	\$1,120.50	\$1,120.50	\$250.00	\$250.00	\$1,240.00	\$1,240.00
Preparation/Demo - Subtotal				\$30,762.50		\$33,500.00		\$70,365.00	
2.00 Paving Construction									
2.01	1	LS	Earthwork (Cut: ±1,198 CY /Fill: ±797 CY)	\$16,980.00	\$16,980.00	\$16,500.00	\$16,500.00	\$12,000.00	\$12,000.00
2.02	4,086	SY	8" Lime/Cement Stabilized Subgrade (5% by weight)	\$2.60	\$10,623.60	\$4.50	\$18,387.00	\$5.96	\$24,352.56
2.03	62	TN	Lime/Cement for Stabilized Subgrade	\$163.30	\$10,124.60	\$175.00	\$10,850.00	\$215.00	\$13,330.00
2.04	1,154	SY	8" Crushed Limestone Base	\$15.85	\$18,290.90	\$20.25	\$23,368.50	\$20.27	\$23,391.58
2.05	1,154	SY	2.0" HMAC Surface Course (including prime/tack coat)	\$12.30	\$14,194.20	\$15.00	\$17,310.00	\$19.00	\$21,926.00
2.06	2,384	SY	8.0" Concrete Pavement (includes curbs)	\$41.00	\$97,744.00	\$48.00	\$114,432.00	\$45.30	\$107,995.20
2.07	3,093	SF	4" Concrete Sidewalk (10' wide)	\$4.00	\$12,372.00	\$4.35	\$13,454.55	\$4.75	\$14,691.75
2.08	461	SY	4" Stamped Concrete Median	\$91.33	\$42,103.13	\$49.50	\$22,819.50	\$85.00	\$39,185.00
2.09	1	EA	TAC/ADA Ramp w Truncated Domes and Contrasting Color	\$600.00	\$600.00	\$500.00	\$500.00	\$775.00	\$775.00
2.10	1	LS	Pavement Striping and Marking	\$7,360.47	\$7,360.47	\$9,700.00	\$9,700.00	\$8,140.00	\$8,140.00
2.11	2	EA	"One Way" Sign and Post	\$523.42	\$1,046.84	\$600.00	\$1,200.00	\$580.00	\$1,160.00
2.12	2	EA	"Keep Right" Sign and Post	\$523.42	\$1,046.84	\$600.00	\$1,200.00	\$580.00	\$1,160.00
2.13	1	EA	"Stop Sign/No Left" Sign and Post	\$523.42	\$523.42	\$600.00	\$600.00	\$580.00	\$580.00
Paving - Subtotal				\$233,010.00		\$250,321.55		\$268,687.09	



City of College Station - Purchasing Division
Bid Tabulation for #15-029
"Barron Road Improvements"
Open Date: Tuesday, March 3, 2015 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Brazos Paving, Inc. (Bryan, TX)		Larry Young Paving, Inc. (College Station, TX)		Dudley Construction, Ltd. (College Station, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
3.00 Drainage System Improvements									
3.01	150	LF	15" RCP, CL IV (0' – 5' Cut, Str. Backfill)	\$60.00	\$9,000.00	\$55.00	\$8,250.00	\$54.00	\$8,100.00
3.02	25	LF	24" RCP, CL IV (0' – 5' Cut, Str. Backfill)	\$68.00	\$1,700.00	\$60.00	\$1,500.00	\$89.43	\$2,235.75
3.03	84	LF	2' x 4' RCB, ASTM C-850 (0 – 5' Cut, Str. Backfill)	\$210.10	\$17,648.40	\$330.00	\$27,720.00	\$417.35	\$35,057.40
3.04	1	EA	Special 5' Curb Inlet	\$3,800.00	\$3,800.00	\$5,000.00	\$5,000.00	\$5,300.00	\$5,300.00
3.05	1	EA	Standard 5' Recessed Inlet	\$3,500.00	\$3,500.00	\$4,250.00	\$4,250.00	\$4,200.00	\$4,200.00
3.06	1	EA	Pre-Cast 2' x 4' RCB 22.5° Fitting	\$1,800.00	\$1,800.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00
3.07	2	EA	6:1 Sloped End Treatment (24" RCP)	\$1,800.00	\$3,600.00	\$1,500.00	\$3,000.00	\$450.00	\$900.00
3.08	2	EA	4:1 Safety End Treatment (2' x 4' RCB) with Safety Pipe Runners	\$4,200.00	\$8,400.00	\$3,500.00	\$7,000.00	\$5,400.00	\$10,800.00
Drainage System Improvements - Subtotal				\$49,448.40		\$59,720.00		\$68,093.15	
4.00 Miscellaneous									
4.01	1	LS	Traffic Control Plan & Associated Signage for Barron Road	\$7,240.00	\$7,240.00	\$3,500.00	\$3,500.00	\$11,275.00	\$11,275.00
4.02	2	LS	Driveway Repair (6" Crushed Rock)	\$927.00	\$1,854.00	\$750.00	\$1,500.00	\$1,800.00	\$3,600.00
Miscellaneous - Subtotal				\$9,094.00		\$5,000.00		\$14,875.00	
5.00 Erosion Control Construction									
5.01	1	LS	Erosion Control Plan & Sedimentation Control (includes monitoring, record keeping, grass seeding, and cleanup)	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
5.02	4,050	SY	Hydroseeding and Fibermulch	\$0.50	\$2,025.00	\$0.45	\$1,822.50	\$1.32	\$5,346.00
5.03	613	LF	Silt Fence	\$2.65	\$1,624.45	\$1.75	\$1,072.75	\$2.75	\$1,685.75
5.04	2	EA	Inlet Protection	\$100.00	\$200.00	\$75.00	\$150.00	\$180.00	\$360.00
5.05	1	EA	Entrance/Exit	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	\$1,800.00	\$1,800.00
Erosion Control Construction - Subtotal				\$5,849.45		\$5,745.25		\$12,191.75	
TOTAL BID AMOUNT (All Categories)				\$328,164.35		\$354,286.80		\$434,211.99	

NOTES:

Brazos Paving, Inc

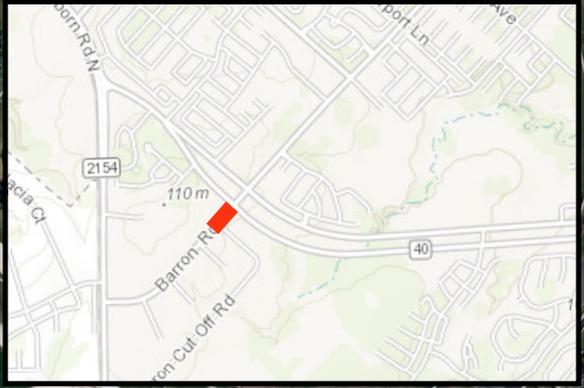
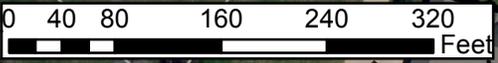
»Bidder miscalculated the total for Bid Item 2.08, Paving Subtotal and Total Base Bid. The highlighted totals above are correct

Project Location Map Barron Road Improvements



Legend

 Project Location





Legislation Details (With Text)

File #: 15-0138 **Version:** 1 **Name:** Rock Prairie Water Line Replacement
Type: Contract **Status:** Consent Agenda
File created: 3/9/2015 **In control:** City Council Regular
On agenda: 3/26/2015 **Final action:**
Title: Presentation, possible action, and discussion regarding construction contract 15-029 with CLM Energy Services, LLC in the amount of \$80,887.86 for the Rock Prairie Road 8-Inch Water Line.
Sponsors: Donald Harmon
Indexes:
Code sections:
Attachments: [rock prairie water line.pdf](#)
[15-021 Tab.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding construction contract 15-029 with CLM Energy Services, LLC in the amount of \$80,887.86 for the Rock Prairie Road 8-Inch Water Line.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the construction contract with CLM Energy Services, LLC.

Summary: This project includes the installation of an 8-inch water line along the south side of Rock Prairie Road from Lick Creek Wastewater Treatment Plant access road to the Lick Creek Park access road replacing the 4-inch water line. This water line will serve the proposed Lick Creek Nature Center.

Budget & Financial Summary: A budget of \$88,425 is included for this project in the Water Capital Improvement Projects Fund.

Attachments:

1. Construction Contract No. 15-029 - On file in the City Secretary's Office
2. Project Location Map
3. Bid Tabulation

Rock Prairie Road 8-inch Water Line (Lick Creek Nature Center Water Line)



Project Location

Rock Prairie Rd

Rock Prairie Rd

Lick Creek WWTP Access Road

Lick Creek Park

Legend

-  Distribution
-  Fire Hydrants
-  Isolation
-  Air Relief
-  City Limit
-  ETJ

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.



City of College Station - Purchasing Division
Bid Tabulation for #15-021 Rock Prairie Road 8" Water Line"
Open Date: Monday, January 12, 2015 @ 2:00 p.m.

				CLM Energy Services, LLC (College Station, TX)		Elliott Construction, LLC (Wellborn, TX)		D&S Contracting, Inc. (College Station, TX)		Quality Construction (Waco, TX)		MMG Contractors, LLC (Houston, TX)		Texcon General Contractors (Kurten, TX)		RLN (Stockdale, TX)		T. Gray Utility & Rehab Co., LLC (Cypress, TX)		Dudley Construction, Ltd. (College Station, TX)	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
GENERAL ITEMS																					
1	1	LS	Mobilization, bonds and insurance as required in the specifications	\$9,000.00	\$9,000.00	\$8,400.00	\$8,400.00	\$5,200.00	\$5,200.00	\$4,120.00	\$4,120.00	\$9,000.00	\$9,000.00	\$20,000.00	\$20,000.00	\$9,000.00	\$9,000.00	\$18,500.00	\$18,500.00	\$24,500.00	\$24,500.00
2	1	LS	SW3P - Includes the plan, installation and removal	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$3,289.00	\$3,289.00	\$2,500.00	\$2,500.00	\$7,000.00	\$7,000.00	\$2,000.00	\$2,000.00	\$7,500.00	\$7,500.00	\$2,100.00	\$2,100.00
GENERAL ITEMS - TOTAL				\$9,500.00		\$9,400.00		\$8,200.00		\$7,409.00		\$11,500.00		\$27,000.00		\$11,000.00		\$26,000.00		\$26,600.00	
WATER LINE																					
3	1	LS	Trench Safety as required by local, state and federal law and per plans and specifications, complete and in place as lump sum	\$500.00	\$500.00	\$2,800.00	\$2,800.00	\$3,300.00	\$3,300.00	\$1,316.00	\$1,316.00	\$100.00	\$100.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,250.00	\$4,250.00
4	1550	LF	Furnish and install 8" AWWA C900 DR-14 PVC water pipe by open cut as shown on the plans and specifications, includes all restrained joints, tracer wire, snakepit test stations, metal detector tape, clearing, grubbing, fence removal & replacement, and return the project area to original or better condition, complete and in place per linear foot	\$21.58	\$33,449.00	\$26.00	\$40,300.00	\$33.50	\$51,925.00	\$40.00	\$62,000.00	\$45.00	\$69,750.00	\$30.00	\$46,500.00	\$37.00	\$57,350.00	\$37.50	\$58,125.00	\$35.65	\$55,257.50
5	34	LF	Furnish and install 16" steel encasement pipe by open cut and structural backfill including all spacers, seals, plugs, restrained pipe joints and other related items as required to place under the access roadway (including pavement repairs) as shown on the plans and specifications, complete and in place per linear foot	\$212.79	\$7,234.86	\$165.00	\$5,610.00	\$175.00	\$5,950.00	\$230.00	\$7,820.00	\$235.00	\$7,990.00	\$263.00	\$8,942.00	\$266.00	\$9,044.00	\$250.00	\$8,500.00	\$220.00	\$7,480.00
6	2	EA	Furnish and Install 8"x8" MJ Tee with thrust blocking as shown on plans and specifications, complete and in place each	\$1,193.00	\$2,386.00	\$490.00	\$980.00	\$480.00	\$960.00	\$523.00	\$1,046.00	\$500.00	\$1,000.00	\$1,475.00	\$2,950.00	\$3,250.00	\$6,500.00	\$1,100.00	\$2,200.00	\$550.00	\$1,100.00
7	3	EA	Furnish and Install 8" MJ Gate Valve and box with thrust blocking, as shown on plans and specifications, complete and in place each	\$2,957.00	\$8,871.00	\$2,000.00	\$6,000.00	\$1,195.00	\$3,585.00	\$1,467.00	\$4,401.00	\$1,350.00	\$4,050.00	\$1,200.00	\$3,600.00	\$2,500.00	\$7,500.00	\$1,750.00	\$5,250.00	\$1,920.00	\$5,760.00
8	1	EA	Furnish and Install 8"x6" MJ Tee with thrust blocking as shown on plans and specifications, complete and in place each	\$1,026.00	\$1,026.00	\$390.00	\$390.00	\$445.00	\$445.00	\$468.00	\$468.00	\$400.00	\$400.00	\$450.00	\$450.00	\$600.00	\$600.00	\$500.00	\$500.00	\$750.00	\$750.00
9	1	EA	Furnish and Install 6"- 90° MJ Elbow with thrust blocking as shown on plans and specifications, complete and in place each	\$522.00	\$522.00	\$285.00	\$285.00	\$330.00	\$330.00	\$306.00	\$306.00	\$300.00	\$300.00	\$350.00	\$350.00	\$300.00	\$300.00	\$500.00	\$500.00	\$650.00	\$650.00
10	1	EA	Furnish and Install 6" MJ Gate Valve and box with thrust blocking as shown on plans and specifications, complete and in place each	\$2,445.00	\$2,445.00	\$860.00	\$860.00	\$1,050.00	\$1,050.00	\$1,082.00	\$1,082.00	\$843.00	\$843.00	\$850.00	\$850.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
11	1	EA	Furnish and install standard fire hydrant assembly with thrust blocking as shown on the plans and specifications, complete and in place each	\$6,335.00	\$6,335.00	\$3,850.00	\$3,850.00	\$2,305.00	\$2,305.00	\$4,360.00	\$4,360.00	\$4,200.00	\$4,200.00	\$3,200.00	\$3,200.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$5,750.00	\$5,750.00
12	1	EA	Furnish and Install 8"x4" MJ Reducer with thrust blocking as shown on plans and specifications, complete and in place each	\$463.00	\$463.00	\$280.00	\$280.00	\$325.00	\$325.00	\$314.00	\$314.00	\$250.00	\$250.00	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$500.00	\$500.00	\$750.00	\$750.00
13	2	EA	Furnish and Install 4" MJ 22.5° Elbow with thrust blocking as shown on plans and specifications, complete and in place each	\$311.50	\$623.00	\$180.00	\$360.00	\$245.00	\$490.00	\$260.00	\$520.00	\$200.00	\$400.00	\$250.00	\$500.00	\$500.00	\$1,000.00	\$300.00	\$600.00	\$390.00	\$780.00
14	1	EA	Furnish and Install 4" MJ Plug at existing gate valve where 4" water line has been removed as shown on plans and specifications, complete and in place each	\$155.00	\$155.00	\$85.00	\$85.00	\$245.00	\$245.00	\$168.00	\$168.00	\$100.00	\$100.00	\$200.00	\$200.00	\$500.00	\$500.00	\$350.00	\$350.00	\$250.00	\$250.00
15	1	EA	Furnish and Install 8" MJ Plug at gate valve where proposed 8" water line will connect to the Lick Creek Park project as shown on plans and specifications, complete and in place each	\$331.00	\$331.00	\$110.00	\$110.00	\$365.00	\$365.00	\$212.00	\$212.00	\$200.00	\$200.00	\$250.00	\$250.00	\$500.00	\$500.00	\$350.00	\$350.00	\$250.00	\$250.00
16	1,550	LF	Remove and dispose of existing 4" water line, including backfilling and compacting trench as shown on the plans and specifications, complete per linear foot	\$1.94	\$3,007.00	\$7.00	\$10,850.00	\$12.00	\$18,600.00	\$3.00	\$4,650.00	\$7.80	\$12,090.00	\$11.00	\$17,050.00	\$10.00	\$15,500.00	\$7.00	\$10,850.00	\$7.60	\$11,780.00
17	1	LS	Hydro mulch all disturbed areas and clean up of project site complete as lump sum	\$2,000.00	\$2,000.00	\$2,800.00	\$2,800.00	\$3,000.00	\$3,000.00	\$7,356.00	\$7,356.00	\$2,600.00	\$2,600.00	\$2,500.00	\$2,500.00	\$3,982.00	\$3,982.00	\$3,500.00	\$3,500.00	\$4,800.00	\$4,800.00
WATER LINE - TOTAL				\$69,347.86		\$75,560.00		\$92,875.00		\$96,019.00		\$104,273.00		\$90,542.00		\$113,776.00		\$101,225.00		\$101,107.50	
TOTAL BASE BID - ALL ITEMS				\$78,847.86		\$84,960.00		\$101,075.00		\$103,428.00		\$115,773.00		\$117,542.00		\$124,776.00		\$127,225.00		\$127,707.50	
BID ALTERNATE																					
A1	34	LF	Bore driveway in lieu of open cut as specified for Bid Item 5	\$60.00	\$2,040.00	\$170.00	\$5,780.00	NO BID	NO BID	\$310.00	\$10,540.00	\$190.00	\$6,460.00	\$233.00	\$7,922.00	\$200.00	\$6,800.00	\$5,000.00	\$170,000.00	\$230.00	\$7,820.00



Legislation Details (With Text)

File #: 15-0141 **Version:** 1 **Name:** Wastewater System Master Plan Update
Type: Contract **Status:** Consent Agenda
File created: 3/10/2015 **In control:** City Council Regular
On agenda: 3/26/2015 **Final action:**
Title: Presentation, possible action, and discussion to award contract 15-060 to Freese & Nichols, Inc. in the amount of \$325,000 to update the City's Wastewater System Master Plan.
Sponsors: David Coleman
Indexes:
Code sections:
Attachments: [Contract.pdf](#)
[Certificate of Insurance.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion to award contract 15-060 to Freese & Nichols, Inc. in the amount of \$325,000 to update the City's Wastewater System Master Plan.

Relationship to Strategic Goals: Core services and infrastructure

Recommendation: Staff recommends approval.

Summary: In August 2014, during the FY-15 Budget Hearings, City Council approved an SLA for the Water Services Department to update the Wastewater Master Plan, which is due for its five year update. This master plan update is necessary to ensure our system is in compliance with TCEQ regulations, to schedule rehabilitation projects, and to identify improvements to the system to accommodate new demands. The future land use data that will be used to develop the Water System Master Plan Update will be taken from the City's Comprehensive Plan, and this coordination is necessary to ensure the City is able to provide adequate water service to developing and redeveloping areas in our wastewater service area.

The Wastewater System Master Plan Update will include:

- Population and wastewater flow projections
- Flow monitoring and flow data analysis
- Computer model update, calibration, and training
- Existing and future collection system analyses
- Treatment plant expansion evaluation
- Future alternatives analysis
- Rehabilitation program planning
- Capital improvements plan and report

The Wastewater Master Plan update is essential for proper operation of the wastewater collection and treatment systems, and to accommodate growth, therefore staff recommends approval of this

contract.

Budget & Financial Summary: Budget in the amount of \$250,000 was included in the FY15 Wastewater Operating Fund for the Wastewater Master Plan. As this contract amount exceeds the budget available, additional budget in the amount of \$75,000 will be requested for approval as part of a future FY15 Budget Amendment. The funds are available in the Wastewater Fund balance.

Reviewed and Approved by Legal: Yes.

Attachment: Contract
Certificate of Insurance

CONSULTANT CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the “City”) and **Freese & Nichols, Inc.** (the “Contractor”), whereby Contractor agrees to perform and the City agrees to pay for the work described herein.

ARTICLE I

1.01 This Contract is for the development of a **Wastewater System Master Plan Update** for the City of College Station (the “Project”). The scope and details of the work to be provided to the City by Contractor are set forth in **Exhibit “A”** to this Contract and are incorporated as though fully set forth herein by reference. Contractor agrees to perform or cause the performance of all the work described in **Exhibit “A.”**

1.02 Contractor agrees to perform the work described in **Exhibit “A”** hereto and the City agrees to pay Contractor a fee based on the rates set forth in **Exhibit “B”** to this Contract for the services performed by Contractor. The invoices shall be submitted to the City following the 15th day and the last day of each month. The payment terms are net payable within thirty (30) calendar days of the City’s receipt of the invoice. Upon termination of this Contract, payments under this paragraph shall cease, provided, however, that Contractor shall be entitled to payments for work performed in accordance with this Contract before the date of termination and for which Contractor has not yet been paid.

1.03 The total amount of payment, including reimbursements, by the City to Contractor for all services to be performed under this Contract may not, under any circumstances, exceed **Three Hundred Twenty-Five Thousand and No/100 Dollars (\$325,000.00)**.

1.04 The City may from time to time request changes in the scope and focus of the activities, investigations, and studies conducted or to be conducted by Contractor pursuant to this Contract, provided, however, that any such change that in the opinion of Contractor, the City Manager, or the City’s Project Manager varies significantly from the scope of the work set out herein and would entail an increase in cost or expense to the City shall be mutually agreed upon in advance in writing by Contractor and the City’s Project Manager.

1.05 a. When the original Contract amount plus all change orders is \$50,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$50,000. For such contracts, when a change order results in a total contract amount that exceeds \$50,000, the City Council of the City must approve such change order prior to commencement of the services or work; and

b. When the original contract amount plus all change orders is equal to or greater than \$50,000, the City Manager or his designee may approve the written change order provided the change order does not exceed \$50,000, and provided the sum of all change orders does

not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council of the City must approve such change order prior to commencement of the services or work; and

c. Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived. If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

1.06 Except as provided in Article VI herein below, the Contractor shall complete all of the work described in Exhibit "A" by the dates set forth below.

[Final Report: 330 **calendar days** after authorization to commence]

1.07 **Time is of the essence of this Contract.** The Contractor shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

1.08 Contractor promises to work closely with the City Manager or his designee (the "Project Manager") or other appropriate City officials. Contractor agrees to perform any and all Project-related tasks reasonably required of it by the City in order to fulfill the purposes of the work to be performed. The work of Contractor under this Contract may be authorized by the Project Manager in various phases as set forth in **Exhibit "A."**

1.09 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the work on the Project. The Contractor shall have ultimate control over the execution of the work under this Contract. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Contract. Contractor shall be liable for any misrepresentations. Any negotiations by the Contractor on the City's behalf are binding on the City only when within the scope of work contained herein and approved by the City.

ARTICLE II

2.01 The City shall direct Contractor to commence work on the Project by sending Contractor a "letter of authorization" to begin work on the Project.

2.02 Upon receipt of the letter of authorization to begin work on the implementation of the Project, Contractor shall meet with the City for the purpose of determining the nature of the Project, including but not limited to the following: meeting with the City's staff to coordinate Project goals, schedules, and deadlines; coordinating data collection; briefing the City's management staff; documenting study assumptions and methodologies; devising the format for any interim reports and the final report to the City.

2.03 Contractor shall consult with the City and may, in some limited circumstances, act as the City's representative, but it is understood and agreed by the parties that for all purposes related to this Contract, Contractor shall be an independent contractor at all times and is not to be considered either an agent or an employee of the City.

ARTICLE III

3.01 As an experienced and qualified professional, Contractor warrants that the information provided by Contractor reflects high professional and industry standards, procedures, and performances. Contractor warrants the design, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, the fitness and operation of its recommendations, and the performance of other services under this Contract, pursuant to a high standard of performance in the profession. Contractor warrants that it will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval or acceptance by the City of any of Contractor's work product under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Contractor, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Contractor's responsibilities under this Contract. Nor shall the City's approval or acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the Project's work products prepared by Contractor, its employees, associates, agents, or subcontractors.

3.02 Contractor shall keep the City informed of the progress of the work and shall guard against any defects or deficiencies in its work.

3.03 Contractor shall be responsible for using due diligence to correct errors, deficiencies or unacceptable work product. Contractor shall, at no cost to the City, remedy any errors, deficiencies or any work product found unacceptable, in the City's sole discretion, as soon as possible, but no longer than fifteen (15) calendar days after receiving notice of said errors, deficiencies or unacceptable work product.

3.04 Contractor's work product shall be the exclusive property of the City. Upon completion or termination of this Contract, Contractor shall promptly deliver to the City all

records, notes, data, memorandum, models, and equipment of any nature that are within Contractor's possession or control and that are the City's property or relate to the City or its business.

ARTICLE IV

4.01 Indemnity. The Contractor agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents (separately and collectively referred to in this paragraph as "Indemnatee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnatee, and liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person, including but not limited to Contractor, any of its subcontractors of any tier, or of any employee or invitee of Contractor or of any such subcontractors, that is caused by, arises out of, related to, or in connection with, the negligence of and/or negligent performance of this Contract by Contractor or by any such subcontractors of any tier, under this Contract.

4.02 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 4.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

4.03 Release. The Contractor releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Contractor or its employees and any loss of or damage to any property of the Contractor or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Contractor's work to be performed hereunder. Both the City and the Contractor expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Contractor or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE V Insurance

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

ARTICLE VI

6.01 At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.

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

ARTICLE VII

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

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

City:

City of College Station
Attn: Stephen A. Maldonado Jr., P.E.
P.O. Box 9960
College Station, Texas 77842

Contractor:
Freese & Nichols, Inc.
Attn: Jessica Brown, P.E.
4055 International Plaza, Suite 200
Fort Worth, TX 76109

7.03. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.

7.04 The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an

unauthorized alien. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

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

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

7.07 If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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

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

7.10 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

FREESE & NICHOLS, Inc.

CITY OF COLLEGE STATION

By: 
Printed Name: Jessica Brown
Title: Principal
Date: 3/9/15

By: _____
City Manager
Date: _____

Exhibit A

City of College Station Wastewater System Master Plan Update

TASK A: POPULATION AND WASTEWATER FLOW PROJECTIONS

A1. Project Kick-Off Meeting

Freese and Nichols, Inc. (FNI) will meet with the City to review scope, project team and schedule of the project, and present a data request memorandum.

A2. Population and Land Use Projections

Develop population and land use projections based on City Planning data and coordination with the City's Water Master Plan for 5-year, 10-year and Buildout conditions. Population and non-residential acreage will be distributed by wastewater subbasin for each planning year.

A3. Wastewater Flow Projections

Historical flow data will be analyzed to select per-capita residential wastewater flow and non-residential wastewater flows. Infiltration/inflow allowances for future planning periods will be developed based on flow monitoring data. Wastewater flow projections will be developed by sewer sub-basin for 5-year, 10-year and Buildout conditions.

A4. Distribute Wastewater Flows in the Model

Allocate residential and non-residential loads for each planning period in the model. Sewer basin and sub-basin delineation boundaries developed as part of the model development phase will be utilized for flow allocation.

TASK B: FLOW MONITORING AND FLOW DATA ANALYSIS

B1. Data Collection and Preparatory Work

Collect and review existing City information to identify metering sites. Perform reconnaissance of the metering sites with City personnel to determine the suitability for metering based on hydraulics and accessibility during rainfall periods and to define the flow metering basin boundaries.

B2. Temporary Flow Meter Installation, Calibration, Data Collection

Install and calibrate twenty (20) temporary velocity/depth type flow meters and five (5) rainfall gauges at the agreed upon locations. Temporary flow meters shall remain in place for a minimum of forty five (45) days.

B3. Flow Data Analysis and Evaluation

Reduce raw field monitoring data and tabulate 15-minute flow data for the entire flow monitoring period. Prepare flow hydrographs and scattergraphs for the flow monitoring period. Flow data will be analyzed for average dry weather flow, peak dry weather flow, and wet weather peak flow rates. Flow data will be compared with rainfall data to determine amount of inflow/infiltration experienced during selected storm events.

B4. Flow Monitoring Results Technical Memorandum (TM-1)

Prepare Technical Memorandum (TM-1) showing flow monitoring results and submit five (5) copies to the City. TM-1 will include flow monitoring results and analysis, development of dry and wet weather flow parameters by sewer basin and meter sites as well as level of infiltration/inflow throughout City.

TASK C: WASTEWATER MODEL UPDATE AND CALIBRATION

Wastewater System Model Update

FNI will update the City's wastewater collection system hydraulic model in the InnoVize InfoSewer software from the most current GIS. FNI will review as-built drawings and operational data provided by the City to obtain physical data (wet well dimensions, pump curves, force main material and pressure rating, etc.) and develop initial controls for the model. This task will include the determination of additional data needed to properly define special hydraulic structures such as siphons, split flow manholes, weirs, junction boxes, and other interconnections between parallel lines. FNI will populate this information within the wastewater model.

Sewer Basin Delineation and Subcatchment Generation

Review and update sewer basin delineation using GIS Shapefile and ground contour mapping. Develop sewer subbasin delineation representing meter areas and geographical areas within each sewer basin. Generate subcatchments for each sewer subbasin showing which areas feed into each sewer manhole using Thiessen polygons within their respective flow meter basins. FNI shall prepare detailed mapping and meet with the City to review the sewer basin, subbasin and subcatchment mapping results.

Existing Wastewater Flow Data Importation into the Model

Geocoded water billing data will be used to assign flows to manholes in the model. Major customers will be located and allocated as a point loading.

Dry Weather Calibration

Select dry weather calibration event to isolate projected flows as primarily domestic contributed flows. Develop flow meter schematic showing which sewer basin and metered subbasins feed into each sewer interceptor for model analysis and data output review. Perform dry weather calibration on selected dry weather flow event using calibrated flow volume by adjusting antecedent conditions, per capita flows, diurnal curves and dry weather infiltration. Adjust lift station parameters and perform testing as required based on system response observed during calibration event using SCADA records and meter responses.

Engineer shall prepare mapping and profiles at selected calibration points showing metered vs. modeled dry weather calibration.

Wet Weather Calibration

Review flow meter data and select wet weather calibration storm event. Perform wet weather calibration on selected wet weather flow events using calibrated peak I/I. Adjust model parameters to calibrate flow velocity and flow depth. Adjust lift station parameters based on system response observed during calibration events using SCADA records and meter responses. Prepare mapping and profiles at selected calibration points showing metered vs. modeled wet weather calibration results.

TASK D: EXISTING AND FUTURE WASTEWATER COLLECTION SYSTEM ANALYSES

D1. Design Storm Development

Develop and analyze system response curves to facilitate application of design storm to model for scenario modeling. Coordinate with City to review alternatives and selected design storm event. FNI will develop design storm hyetograph based on storm return period and duration. FNI will develop a distribution method for the design storm and apply to storm event selected for the City.

D2. Design Criteria Evaluation

Evaluate and recommend wastewater system planning criteria for overall master planning purposes, including design flows, minimum and maximum pipeline velocities, TCEQ requirements and surcharging guidelines.

D3. Existing Collection System Evaluation

Run wastewater model with design storm and identify existing surcharging and overflow locations and other capacity/restriction issues. Conduct an evaluation to determine the impacts of critical element (special structure) and lift station modifications on the existing system evaluation results. Prepare mapping and model results showing all surcharging and overflow locations by magnitude and locations. Categorize manholes by overflow amounts during design storm. Categorize sewer line surcharging by amounts during design event.

D4. Workshop #1: Review Wastewater Model Calibration and Existing System Analysis

FNI will prepare mapping showing comparison of flow monitoring results and SCADA data vs. model results for wastewater model calibration and Existing System Analysis results for the wastewater collection system. FNI will meet with the City to demonstrate these results and solicit comments.

D5. Develop Future Model Scenarios

Finalize model scenario development for 5-year, 10-year and Buildout conditions and run wastewater model scenarios under design storm conditions to determine the system response for surcharging and

overflow events. Conduct evaluation of special structures and lift stations under design storm conditions for each planning period.

D6. Develop Wastewater Collection System Improvements for Each Planning Period

Using results of future models, develop improvements to eliminate excessive surcharging and overflows in the collection system resulting from increased wastewater flow from projected future development. Improvements needed to correct existing deficiencies will also be included. Utilize model results to develop improvements to serve areas that are currently not developed. Develop mapping showing improvements required for the 5-year, 10-year and Buildout planning periods as well as improvements needed to correct existing deficiencies.

TASK E: WASTEWATER TREATMENT PLANT EXPANSION EVALUATION

E1. Determine Existing and Future WWTP System Needs

FNI will identify future needs of the treatment plants based on results from the collection system model predictions. Future needs include:

- a. Current and project flows for each treatment plant under different collection system scenarios identified from the hydraulic model.
- b. Identify influent loadings and solids loading conditions. Determine current and projected influent wastewater characteristics for BOD, Suspended Solids, Ammonia and Total Phosphorus for nutrient conditions (BOD₅, TSS, N-NH₃, and TP).
- c. Include anticipated TCEQ permit requirements through 2045, and current and anticipated industrial discharge requirements.

E2. WWTP Expansion Alternatives Evaluation

FNI will develop up to three (3) alternatives for expansion of the plants to meet future capacity, regulatory requirements and system needs. The recommendations for improvements will include alternatives that address the following elements:

- a. FNI will conduct one (1), two- day site visit along with City staff to collect data on the existing facilities, evaluating the various components. Assign condition scores for the components based on observations during the site visit and City staff input.
- b. Evaluate potential liquids treatment expansion/diversion/consolidation options to obtain additional treatment capacity, including:
 - i. Incorporate and/or consider innovative treatment technologies for future improvements to include the incorporation of energy efficient equipment and processes;
 - ii. Potential expansion of both Carters and Lick Creek WWTPs and consolidation of Carters Creek Process Trains; and
 - iii. Potential for maintaining existing capacity at Carters Creek WWTP and associated up-rating/expansion of Lick Creek WWTP;

- iv. Potential for de-rating of the Carters Creek WWTP and associated up-rating/expansion of Lick Creek WWTP;
 - v. Evaluate potential reconfigurations and/or expansion alternatives to address potential nutrient removal limits.
- c. Evaluate sludge treatment and disposal options to cost effectively manage its increasing sludge volume due to growth in the City, including:
- i. Include alternatives for continuation of Class B solids disposal including odor control, sludge holding, thickening, dewatering and disposal;
 - ii. Include alternatives for Class A/AA disposal including anaerobic digestion, thickening, dewatering, and future land application;
 - iii. Evaluate options for methane recovery, including potential for acceptance of outside high strength wastes (grease, food wastes, etc) for codigestion and energy recovery/production under current and future demand conditions;
 - iv. Compare methane recovery options and potential costs savings to current and anticipated disposal costs;
 - v. Evaluate odor control measures for both WWTPs to significantly reduce or eliminate future odor complaints.

TASK F: WASTEWATER SYSTEM FUTURE ALTERNATIVE ANALYSIS

F1. Wastewater System Alternative Evaluation

FNI will utilize the analysis results from Tasks D, E and F to evaluate the following alternatives for the development of a future wastewater system capital improvements plan:

- *Alternative 1: Upgrade and Expand Existing Carters Creek WWTP*
 - This alternative consists of using the existing land and expanding the WWTP onsite to serve all of the City's growth in the Carters Creek basin.
- *Alternative 2: Maintain Carters Creek WWTP capacity; Transfer flow to Lick Creek WWTP*
 - This alternative consists of maintaining the existing WWTP at its current capacity and transferring flow to the Lick Creek WWTP by installing a new lift station, force main and gravity interceptor to serve the remainder of the City's growth
- *Alternative 3: De-rate Carters Creek WWTP ; Transfer flow to Lick Creek WWTP*
 - This alternative consists of de-rating the existing Carters Creek WWTP from its current capacity and transferring flow to the Lick Creek WWTP by installing a new lift station, force main and gravity interceptor to serve the remainder of the City's growth

FNI will utilize the City's calibrated wastewater model and plans for the City wastewater treatment plants to determine most cost effective way to serve the City. This analysis includes determining sizing of the proposed wastewater interceptors, lift stations and treatment facilities with a planning level cost estimate as well as reviewing the City's costs to operate WWTPs and lift stations.

FNI will consider the following items in the evaluation:

- Capital costs for improvements needed for the City's planning period with timing of costs.
- 30-year life cycle cost of lift stations and wastewater treatment including operations and maintenance such as power costs and personnel costs.

F2. Technical Memorandum #2 - Wastewater System Service Alternatives Analyses (TM-2)

Prepare and submit five (5) copies of the Wastewater System Service Alternatives Analyses Technical Memorandum. TM-2 will include documentation of the used in the system analyses, existing and future system improvement alternatives. Recommended alternatives will include Opinion of Probable Construction/Total Project Cost and anticipated Operations and Maintenance Costs.

F3. Workshop #2: Review Wastewater System Service Alternatives Analyses (TM-2)

Meet with the City to present and discuss results of the wastewater system alternatives analyses and identified recommendation. FNI will solicit comments and make revisions to the recommended improvements.

TASK G: UPDATE RENEWAL PROGRAM PLANNING FOR WASTEWATER PIPES

G1. Review Work Orders to Develop History of Repair Records within Study Area

FNI will obtain and review existing work order history in the selected study area to determine trends in maintenance repairs and meet with operation personnel to gain better understanding of operation problems, repair problems and pressure problems.

G2. Develop Criteria and Scoring System for Condition Assessment

FNI will develop a draft scoring system and meet with the City to finalize assessment categories and weighting of each category.

G3. Identify Wastewater Line Replacement Candidates using Scoring System

FNI will utilize the information developed from pipe material, pipe age, work order history, street rehabilitation project information, and hydraulic analysis to develop priority ranking template. FNI will provide a map to the City showing the results of implementing the scoring system and discuss potential modifications of the scoring system and the minimum score to be used to determine wastewater line replacement candidates.

G4. Utilize Wastewater Model to Size Replacement Lines

FNI will use the wastewater model to determine the necessary size of the lines identified for replacement based on future loadings.

G5. Update Renewal CIP and Incorporate into Wastewater Master Plan

FNI will incorporate the results of the condition assessment into the Master Plan Report that will include project costs and recommended ranking of importance of system rehabilitation.

TASK H: WASTEWATER SYSTEM CAPITAL IMPROVEMENTS PLAN AND REPORT

H1. Prepare Combined Capital Improvement Plan for Growth and Rehabilitation

Prepare a capital improvements plan with prioritization list of rehabilitation recommendation and growth related system improvements. Prepare cost estimates in 2015 dollars and mapping showing color-coded phasing and project write-ups for recommended improvements.

H2. Workshop #3: Wastewater System Capital Improvements Plan

FNI will meet with City personnel to discuss Capital Improvements Plan. FNI will revise CIP according to comments and recommendations from City.

H3. Prepare Draft Master Plan Report

Combine Technical Memorandums into a single Wastewater Master Plan Report with Executive Summary and submit five (5) copies of the Draft Wastewater System Master Plan Report as well as an electronic PDF version of report.

H4. Meeting to Review Draft Master Plan Report

Meet with the City to review draft wastewater master plan report. FNI will solicit comments and make revisions based on City comments.

H5. Finalize Master Plan Report and Present to Council

Address City Comments and submit fifteen (15) copies of the Final Wastewater Master Plan Report as well as an electronic PDF version of the report. Prepare PowerPoint presentation of wastewater system study report detailing model development process, results of the hydraulic analyses, and capital improvements plan. FNI will develop a presentation and attend the Wastewater Master Plan presentation to City Council.

TASK I: WASTEWATER MODEL TRAINING

I1. Establish Model Update Process

Develop a business process to create a sustainable wastewater system hydraulic model. FNI will draft and present a Model Development QA/QC plan, establish hierarchy of data sources and model update process, obtain City input and revise. The final model QA/QC plan and model development process will be submitted electronically.

12. Model Training

FNI will conduct two (2) days of model training on the use of the wastewater system model. The training will include providing instructional material and training in setting up the model, running and modifying the model, and evaluating results.

Summary of Workshops

- Workshop #1: Wastewater Model Calibration and Existing System Analysis
- Workshop #2: Wastewater System Service Alternatives Analyses
- Workshop #3: Wastewater System Capital Improvements Plan

Summary of Deliverables

- Technical Memorandum #1: Flow Monitoring
- Technical Memorandum #2: Wastewater System Service Alternatives Analyses
- Draft Master Plan Report
- Final Master Plan Report
- Wastewater System Model

Additional Services

- Extension of temporary flow monitoring beyond 45 days
- Additional Surveying and GPS shots for manhole rim and invert elevations or lift stations
- Purchase of modeling software for training

Exhibit B

Payment Terms

Payment is a fixed fee in the amount listed in Article II of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

Schedule of Payment for each phase:

Base Tasks		
A	POPULATION AND WASTEWATER FLOW PROJECTIONS	\$18,600
B	FLOW MONITORING AND FLOW DATA ANALYSIS	\$110,200
C	WASTEWATER MODEL UPDATE AND CALIBRATION	\$14,400
D	EXISTING AND FUTURE WASTEWATER COLLECTION SYSTEM ANALYSES	\$22,700
E	WASTEWATER TREATMENT PLANT EXPANSION EVALUATION	\$85,300
F	WASTEWATER SYSTEM FUTURE ALTERNATIVE ANALYSIS	\$29,600
G	UPDATE RENEWAL PROGRAM PLANNING FOR WASTEWATER PIPES	\$12,600
H	WASTEWATER SYSTEM CAPITAL IMPROVEMENTS PLAN AND REPORT	\$24,900
I	WASTEWATER MODEL TRAINING	\$6,700
TOTAL - All Tasks (A - I)		\$325,000

Exhibit C

Insurance Requirements

I. The Contractor agrees to maintain the types and amounts of insurance required in this Contract throughout the term of the Contract. The following insurance policies shall be required:

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

II. For each of these policies, the Contractor's insurance coverage shall be primary with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City *before* work commences.

III. The Contractor shall include all subcontractors as Additional Insureds under its policies, or shall furnish separate certificates and endorsements for each subcontractor. Coverages for subcontractors shall be subject to all requirements stated herein.

IV. General Requirements Applicable to All Policies.

- A. Only insurance carriers licensed and admitted to do business in the State of Texas shall be accepted.
- B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis for property damage only.
- C. "Claims made" policies are not accepted, except for Professional Liability insurance.
- D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College Station by certified mail, return receipt requested.
- E. Upon request, certified copies of all insurance policies shall be furnished to the City.
- F. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
 - 1. The insurance company is licensed and admitted to do business in the State of Texas

2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
 3. All endorsements and coverages are included according to the requirements of this Contract
 4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
- G. The City of College Station, its officials, employees, and volunteers are to be named Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

V. **Commercial General Liability** requirements:

- A. Coverage shall be written by a carrier with an "A: VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
- C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall include but not be limited to premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
- F. The City shall be named as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

VI. **Business Automobile Liability** requirements:

- A. Coverage shall be written by a carrier with an "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

VII. **Workers Compensation Insurance** requirements:

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Contractor, the Contractor, *all*

employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

- B. The workers compensation insurance shall include the following terms:
1. Employer's Liability limits of \$1,000,000 for each accident is required.
 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- C. Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid specifications, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

"A. Definitions:

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

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

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which

furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*
- (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*
- (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
- (4) obtain from each other person with whom it contracts, and provide to the Contractor:*
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and*
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*

J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be

covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.”

VIII. Professional Liability requirements:

- A. Coverage shall be written by a carrier with a “A:VIII” or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City upon request.
- C. For “claims made” policies, a 24-month extended reporting period shall be required.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2015

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

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

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: info@amesgough.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Travelers Lloyds Insurance Company	
INSURER B : Charter Oak Fire Insurance Company A+ (XV)	
INSURER C : Travelers Indemnity Company	
INSURER D : Travelers Casualty & Surety Co. of America A+, XV	
INSURER E : Continental Casualty Company (CNA) A(XV)	
INSURER F :	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PACP-3C749897 (TX)	10/23/2014	10/23/2015	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			8101179R51A	10/23/2014	10/23/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-4C453408	10/23/2014	10/23/2015	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	UB-3974T65A	10/23/2014	10/23/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
E	Professional Liability			AEH 008214422	10/23/2014	10/23/2015	Per Claim 5,000,000
				AEH 008214422	10/23/2014	10/23/2015	Aggregate 10,000,000

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

Policy Coverage Continued
 Commercial General Liability: All Other States (Occurrence Form)
 Policy Number: 680-3C754140 (AOS)
 Insurer: Travelers Indemnity Company of Connecticut
 Policy Effective: 10/23/14 | Policy Expiration: 10/23/15
 Policy Limits: Equal to General Liability Policy listed above

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER City of College Station P.O. Box 9960 College Station, TX 77842	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough		NAMED INSURED Freese and Nichols, Inc. 4055 International Plaza, Suite 200 Fort Worth, TX 76109	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
RE: Wastewater System Master Plan Update

City and its employees, officers, officials, agents and volunteers are included as additional insured with respects to General Liability, Auto Liability, and Umbrella Liability when required by written contract.



Legislation Details (With Text)

File #:	15-0149	Version:	1	Name:	License Agreement with CSISD
Type:	Contract	Status:		Status:	Consent Agenda
File created:	3/11/2015	In control:		In control:	City Council Regular
On agenda:	3/26/2015	Final action:		Final action:	
Title:	Presentation, possible action, and discussion to approve a License Agreement with College Station Independent School District to provide a sewer system connection for 101 Lee Street.				
Sponsors:	David Coleman				
Indexes:					
Code sections:					
Attachments:	License Agreement.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion to approve a License Agreement with College Station Independent School District to provide a sewer system connection for 101 Lee Street.

Relationship to Strategic Goals: Core services and infrastructure

Recommendation: Staff recommends approval.

Summary: The College Station Independent School District is re-developing the site of the former College Station Conference Center, which requires reconfiguring the sewer lines on the property. This license agreement will formalize the School District's agreement to reconnect a private sewer service line that is on the same property. The private residence at 101 Lee Street has a "bunk house" at the back of their lot, and the sewer line from the bunk house flows toward the School District's property. Under this license agreement, the School District will reconnect this line at their expense, and the property owner will maintain the private service line, up to the CSISD connection point. The City will bear no expense in this agreement. Sewer service fees for the bunk house will be charged based on water usage at 101 Lee Street.

The license agreement is valid for 5 years, at which point we will re-assess the need for the sewer connection. Since this is the least expensive and simplest arrangement for providing sewer service to this bunk house, staff recommends approval of this license agreement.

CSISD approved this agreement at their March 24th Board meeting.

Budget & Financial Summary: No budget impact.

Reviewed and Approved by Legal: Yes.

Attachment: License Agreement

LICENSE AGREEMENT

This License Agreement ("**Agreement**") is entered into as of the _____ day of _____, 2015, by and between the College Station Independent School District ("**District**"), the City of College Station ("**City**"), Juan-hijo Investments, Ltd., a Texas limited partnership, and Stephen Johnson (collectively Juan-hijo Investments, Ltd. and Stephen Johnson referred to herein as "**Licensee**").

RECITALS

- A. Whereas, District owns the property located at 1300 George Bush Drive, College Station, Texas ("**District Property**");
- B. Whereas, the Licensee owns the real property and improvements located at 101 Lee Street, College Station, Texas ("**Licensed Premises**") , more particularly, a bunk house ("**Bunk House**"), as shown in the attached Exhibit "A" which Licensee uses for temporary residential purposes ; and
- C. Whereas, Timber Road is a public road located within the City's right-of-way ("**City Property**"); and
- D. Whereas, the Bunk House is served by a City sewer line ("**Sewer Line**") that runs from the Licensed Premises under the City Property and connects to a private sewer line in the District Property; and
- E. Whereas, the primary residential structures located on Licensed Premises are served by a sewer line that runs parallel to Lee Street; and
- F. Whereas, the Bunk House is in a condition and of a value that does not justify the cost of running a sewer line to Lee Avenue; and
- G. Whereas, Licensee desires to continue to use the Sewer Line so long as that line is serviceable; and
- H. Whereas, the District, and Licensee desire to permit the continued use of the Sewer Line from the Bunk House under City Property to the District Property; subject, however, to the strict terms and conditions of this Agreement; and
- I. Whereas, the Licensee has agreed, as consideration for such license to indemnify the City for any damages or injuries that may result from such usage and have further agreed that no enlargement, expansion or alteration shall be made to the Bunk House, save those required to comply with existing City Code.

Now, therefore, in consideration of the sum of Ten Dollars No/100 and the mutual covenants set forth herein, and other valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of License; Consideration.** The City grants to Licensee a revocable license, for the limited purpose of allowing Sewer Line use herein, to continue to use the Sewer Line under the City Property so long as Sewer Line is serviceable or until this agreement is terminated as herein provided. As consideration for the grant of this License, Licensee agrees that the Bunk House shall not be expanded, enlarged or altered in any way save modifications required to comply with City Code.
2. **Grant of License by District.** The District grants to the Licensee a license, as limited herein, to attach the Sewer Line to the new sewer line being constructed on the District Property, and the District will perform the work to connect the lines at its expense.
3. **Discontinuation of Maintenance.** Once the Sewer Line is connected into the new sewer line on the District Property, neither the City nor the District will provide any maintenance, repair or warranty of the Sewer Line.
4. **Additional Connections Prohibited.** Licensee is prohibited from connecting any additional facilities to the Sewer Line. Further, Licensee's use of the Sewer Line shall be strictly limited to its existing use, which includes a small clothes washer, lavatory, toilet and shower.
5. **Mechanic's liens not permitted.** Licensee shall pay fully all labor and materials used in, on or about Licensed Premises and will not permit or suffer any mechanic's or materialman's liens of any nature to be affixed against the Licensed Premises by reason of any work done or materials furnished to the Licensed Premises at Licensee's instance or request.
6. **Term:** The term of this License shall be five (5) years after the effective date of this Agreement, subject to termination by the City, as provided herein.
7. **Duration of License.** Upon the happening of the first of any of the following events, the revocable license granted herein will terminate, the use of the Sewer Line will be terminated and will be capped at the boundary between Licensee's Premises and the City Property:
 - a. Any significant remodeling of the Bunk House (significant remodeling being defined as any remodeling which requires a permit, whether or not a permit is in fact obtained);
 - b. Demolition or removal of the Bunk House from the Licensed Premises;
 - c. The Sewer Line becomes inoperable or in need of maintenance; or
 - d. Any sale, transfer or assignment of the Licensed Premises, including foreclosure or Licensee bankruptcy.

- e. Should Licensee discontinue or abandon the use of the Bunk House.
8. **Agreement Does Not Run With the Land.** This Agreement may not be recorded in the real property records of Brazos County, Texas, and this Agreement shall in no manner be construed to be a transfer or assignment of an interest in real estate; the benefits of this Agreement shall not run with the land.
9. **Statement of Licensee Rights to Sewer Access Separate from License.** Licensee understands and agrees that this Agreement is made as an accommodation to permit the continued use of the Bunk House on a temporary basis only. Moreover, Licensee waives any right to enforce this Agreement and expressly understands, acknowledges and agrees that Licensee has legal and physical access to a sewer line located in Lee Street, and if for any reason Licensee requires a more permanent solution to provide sewer to the Bunk House or any other facility at the Licensee Property, Licensee will be required to run those lines to Lee Street at its own expense and not under Timber Road.
10. **Indemnification.** Licensee shall defend, protect and keep City and District forever harmless and indemnified against and from any penalty, or any damage, or charge, imposed for any violation of any law, ordinance, rule or regulation arising out of Licensee's use of the Licensed Premises (whether occasioned by the Licensee's neglect), its employees, officers, agents, contractors or assigns, or those holding under Licensee. Licensee shall at all times defend, protect and indemnify and it is the intention of the parties hereto that Licensee hold City and District harmless against and from any and all loss, cost, damage, or expense, including attorney's fee, arising out of or from any accident or other occurrence on or about the Licensed Premises causing personal injury, death or property damage resulting from use of the Licensed Premises by Licensee, its agents, employees, customers and invitees, except when caused by the willful misconduct or negligence of City, its officers, employees or agents, and only then to the extent of the proportion of any fault determined against City or District for its willful misconduct or negligence. Licensees shall at all times defend, protect, indemnify and hold City harmless against and from any and all loss, cost, damage, or expense, including attorney's fees arising out of or from any and all claims or causes of action resulting from Licensee use of the Licensed Premises and for any failure of Licensee, its officers, employees, agents, contractors or assigns in any respect to comply with and perform all the requirements and provisions hereof.).
11. **Compliance with Laws.** Licensee agrees to abide and to be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over Licensee and the Licensed Premise. In particular, Licensee understands and acknowledges that this license does not excuse or relieve Licensee of its obligations for the Licensed Premises to comply with City Code provisions regarding substandard buildings, the building and applicable International Codes, as adopted by the City or with the City's Unified Development Ordinance.
12. **Termination:** This Agreement may be terminated in any of the following ways: a. Written agreement of both parties; b. By City, giving Licensee ten (10) days prior written

notice; c. By City, upon failure of Licensee to perform its obligations as set forth in this Agreement.

13. **Notice:** When notice is permitted or required by this Agreement, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid in the United States mail, certified return receipt requested, and addressed to the parties at the address set forth below their signature. Either party may designate from time to time another and different address for receipt of notice by giving notice of such change or address.
14. **Governing law:** This Agreement is governed by the laws of the State of Texas; and exclusive venue for any action shall be in the State District Court of Brazos County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.
15. **Exhibits.** The exhibits attached to this Agreement are incorporated herein by reference.
16. **Binding effect:** This Agreement shall be binding upon and inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.
17. **Entire Agreement:** This Agreement embodies the entire agreement between the parties and supersedes all prior agreements, understandings, if any, relating to the Licensed Premises and the matters addressed herein and may be amended or supplemented only by written instrument executed by the party against whom enforcement is sought.
18. **Recitals:** The recitals to this Agreement are incorporated herein by reference.
19. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or any breach excused unless the waiver shall be in writing and signed by the party claimed to have waived.
20. **Immunity from suit preserved.** Neither the City's nor the District's execution of this contract or any of their representatives' conduct relating to this License Agreement shall constitute a waiver of their respective sovereign immunity to suit.
21. **Multiple Counterparts.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[Signatures appear on following pages.]

Juan-hijo Investments, Ltd.

By: Jhijo Capital Corp., its sole general partner

Stephen Johnson, President

Stephen Johnson

College Station Independent School District

By: _____

Jon Hall

Executive Director of Facilities

APPROVED:

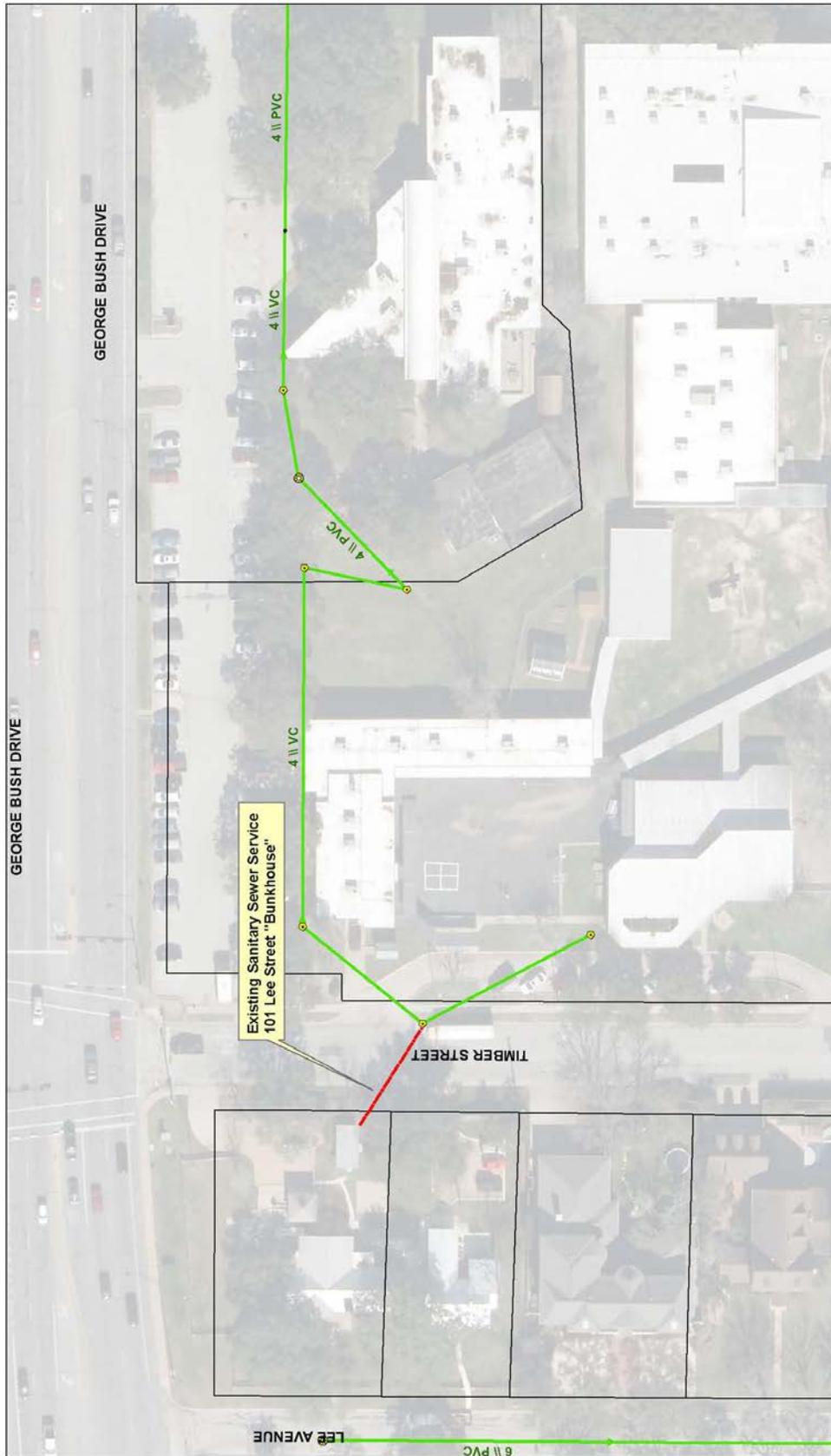
City Manager
Date:

City Attorney
Date:

Assistant City Manager/CFO
Date:

Exhibit "A"

A single page exhibit follows.



- Manhole
- Gravity Main
- Force Main
- Junction Box
- Cleanout
- Lift Station
- Filling

Date: 2/4/2015

DISCLAIMER: This set of data has been prepared for the use of the City and its employees and has no critical status. The accuracy of the data is not guaranteed. The City does not warrant 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.



Legislation Details (With Text)

File #:	15-0136	Version:	1	Name:	Kate Lane Parking Removal
Type:	Ordinance	Status:		Status:	Agenda Ready
File created:	3/9/2015	In control:		In control:	City Council Regular
On agenda:	3/26/2015	Final action:		Final action:	
Title:	Public Hearing, presentation, possible action, and discussion of an ordinance amending Chapter 10 "Traffic Code", to remove parking along Kate Lane between Keefer Loop and Summerway Drive.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Map - Kate Lane Parking Removal.pdf Park Removal Ordinance Kate Lane.pdf				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion of an ordinance amending Chapter 10 "Traffic Code", to remove parking along Kate Lane between Keefer Loop and Summerway Drive.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

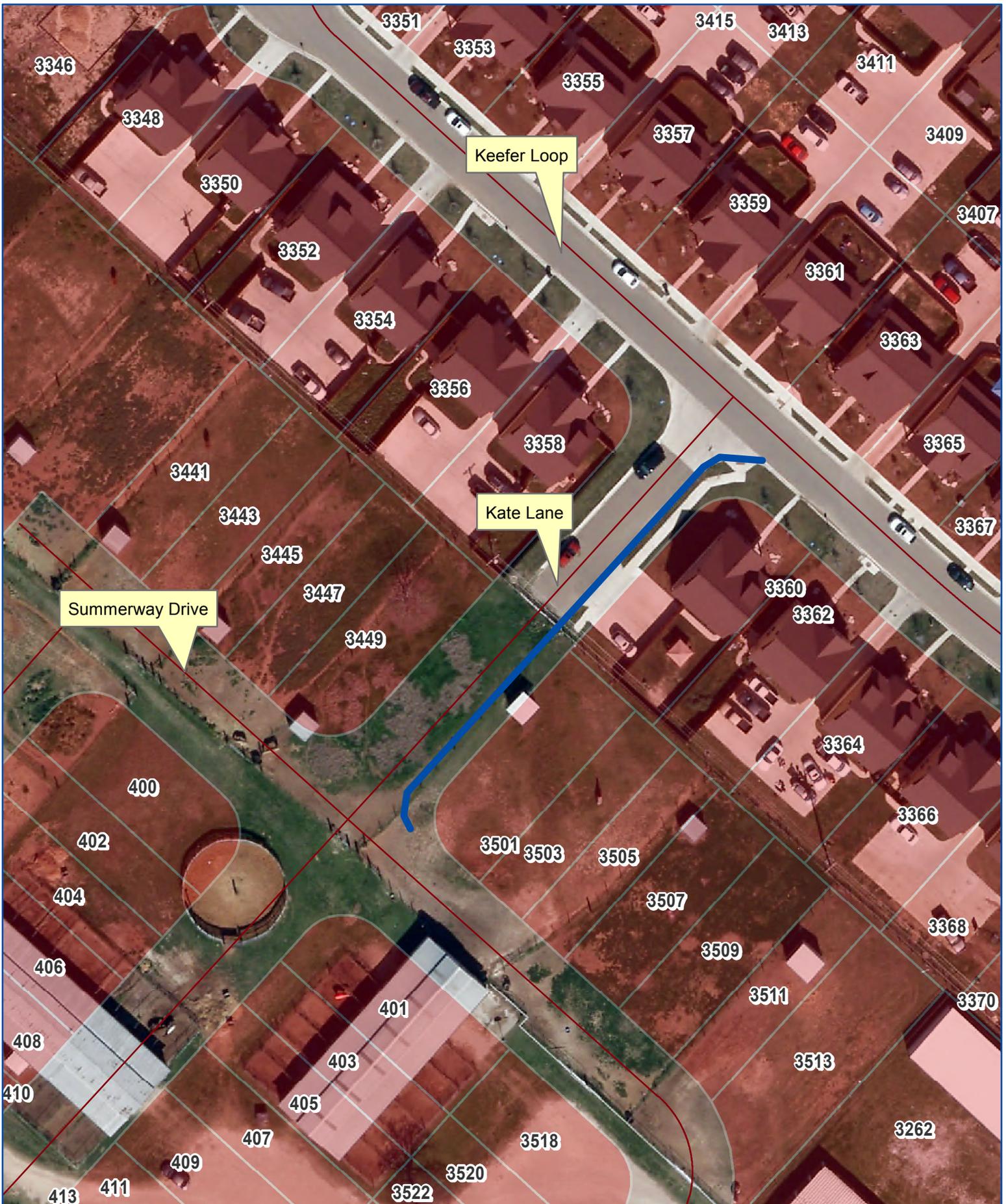
Recommendation(s): Staff recommends approval of the ordinance amendment.

Summary: In February of 2015, a College Station Police Officer contacted the Fire Department and asked if on-street parking is limiting emergency vehicle access along Kate Lane between Keefer Loop and the newly constructed Summerway Drive. The Fire Department evaluated their ability to maneuver along the Access Road in February of 2015. Because of an inability to maneuver emergency vehicles along Kate Lane due to on-street parking, the Fire Department requested the removal of parking along one side of the street. The Traffic Management Team evaluated the Fire Department's request and recommends removing parking on one side of the street. City staff will send a letter to the affected property owners letting them know of this parking removal ordinance.

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

Attachments:

1. Ordinance
2. Map



Proposed Parking Removal Along Kate Lane Between Keefe Loop and Summerway Drive

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", SECTION 4 "ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS", E "PARKING REGULATIONS OF CERTAIN DESCRIBED AREAS", (1) "TRAFFIC SCHEDULE XIV - NO PARKING HERE TO CORNER OR NO PARKING ANYTIME", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY 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 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations of Certain Described Areas", (1) "Traffic Schedule XIV – No Parking Here to Corner or No Parking Anytime", 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: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed liable for a civil offense and/or guilty of a Class C misdemeanor, and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), or upon conviction thereof, shall be punished by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Said Ordinance becomes effective ten (10) days after date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2014.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT “A”

That Chapter 10, “Traffic Code”, Section 4 “Administrative Adjudication of Parking Violations”, E “Parking Regulations of Certain Described Areas”, (1) “Traffic Schedule XIV – No Parking Here to Corner or No Parking Anytime”, is hereby amended to include the following:

1. Kate Lane

- a. No parking on southeast side of Kate Lane from Keefer Loop to Summerway Drive.



Legislation Details (With Text)

File #: 15-0150 **Version:** 1 **Name:** 112 Navarro Drive Rezoning

Type: Rezoning **Status:** Agenda Ready

File created: 3/12/2015 **In control:** City Council Regular

On agenda: 3/26/2015 **Final action:**

Title: Public hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to SC Suburban Commercial for the property being a 1.917-acre portion of a called 2.68 acre tract in the Crawford Burnett, A-7, in the City of College Station, Brazos County, Texas, and as conveyed in a gift deed in Volume 1620, Page 70, save and except that portion conveyed to the State of Texas in the road right-of-way line for F.M. 2154, as recorded in Volume 6520, Page 247, of the Official Records of Brazos County, Texas, generally located at the southeast corner of Navarro Drive and Wellborn Road.

Sponsors: Jason Schubert

Indexes:

Code sections:

Attachments: [Background Information](#)
[Aerial and Small Area Map](#)
[Ordinance](#)

Date	Ver.	Action By	Action	Result
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Public hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R Rural to SC Suburban Commercial for the property being a 1.917-acre portion of a called 2.68 acre tract in the Crawford Burnett, A-7, in the City of College Station, Brazos County, Texas, and as conveyed in a gift deed in Volume 1620, Page 70, save and except that portion conveyed to the State of Texas in the road right-of-way line for F.M. 2154, as recorded in Volume 6520, Page 247, of the Official Records of Brazos County, Texas, generally located at the southeast corner of Navarro Drive and Wellborn Road.

Relationship to Strategic Goals: Diverse Growing Economy

Recommendations: The Planning and Zoning Commission considered this item at their March 5, 2015 meeting and unanimously recommended approval. Staff also recommends approval.

Summary: This request is to rezone the subject property from R Rural to SC Suburban Commercial. The Unified Development Ordinance provides the following review criteria for zoning map amendments:

REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The subject area is designated as Suburban

Commercial on the Comprehensive Plan Future Land Use and Character Map. This designation is intended for less intense commercial uses that cater to the adjacent residential neighborhoods and act as the transitional use between the residential zoning and other more intense commercial land uses. The requested rezoning of SC Suburban Commercial is consistent with the Comprehensive Plan Future Land Use and Character Map.

2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood: The rezoning request to SC Suburban Commercial is compatible with existing zoning of the surrounding properties being single-family residential property, general commercial, and vacant land, due to the scale of the uses allowed being less intense than the standard General Commercial zoning. The building standards under SC Suburban Commercial are also more aesthetically compatible with the adjacent residential zoning districts allowing an easier transition from commercial to residential.

3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment: The SC Suburban Commercial zoning would allow light commercial development to have a presence along Navarro Drive and Wellborn Road, which would act as a transition from the surrounding GC General Commercial uses into the GS General Suburban, single-family land uses.

4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment: The current R Rural zoning on this property would allow for a limited amount of agricultural use.

5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment: The R Rural zoning on this property is not marketable as the property is too small for any significant agricultural related uses. Due to its orientation along a major road, Wellborn Road, the demand is more suited for a light commercial use.

6. Availability of water, wastewater, storm water, and transportation facilities generally suitable and adequate for the proposed use: There is an existing 8-inch water line available to serve the property, as well as a 6-inch wastewater line that would be extended to the property. Drainage and any other infrastructure required with the site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. The Thoroughfare Plan identifies Wellborn Road as a major arterial. The amount of traffic produced by this development is minimal and should not have a detrimental impact on the surrounding roadways.

Budget & Financial Summary: N/A

Attachments:

1. Background Information
2. Aerial & Small Area Map
3. Ordinance

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: March 5, 2015

Advertised Council Hearing Date: March 26, 2015

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

Steeplechase Homeowners Association

Property owner notices mailed: 31

Contacts in support: None

Contacts in opposition: None

Inquiry contacts: One

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North (across Navarro Drive)	Suburban Commercial	GC General Commercial	Retail Shopping Center
South	Suburban Commercial	GC General Commercial	Vacant
East	General Suburban	GS General Suburban	Steeplechase Subdivision
West (across Wellborn Road)	Urban	R Rural	Self-Storage

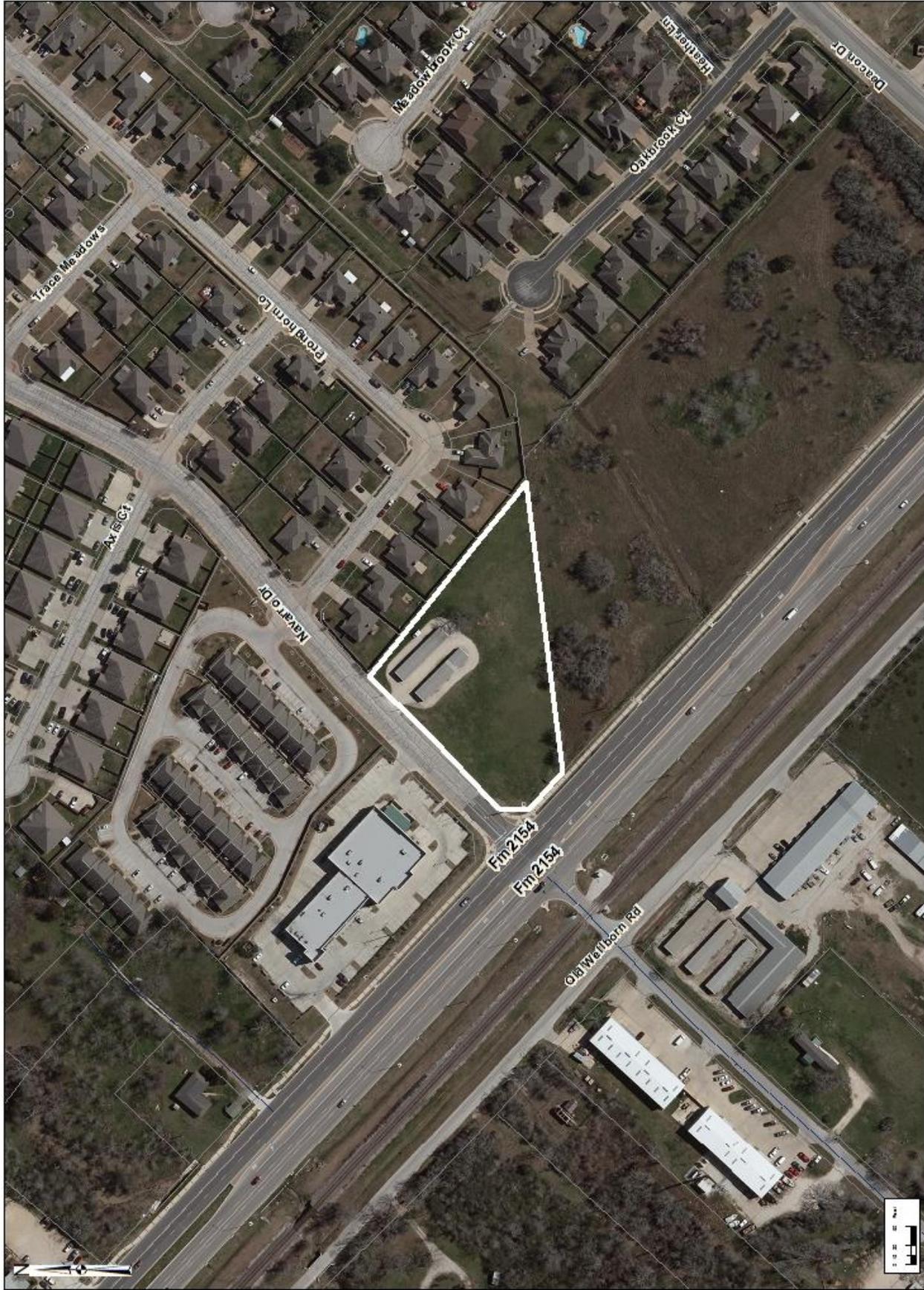
DEVELOPMENT HISTORY

Annexation: 1995

Zoning: A-O Agricultural Open upon annexation, renamed R Rural (2013)

Final Plat: Unplatted

Site development: Two self-storage buildings



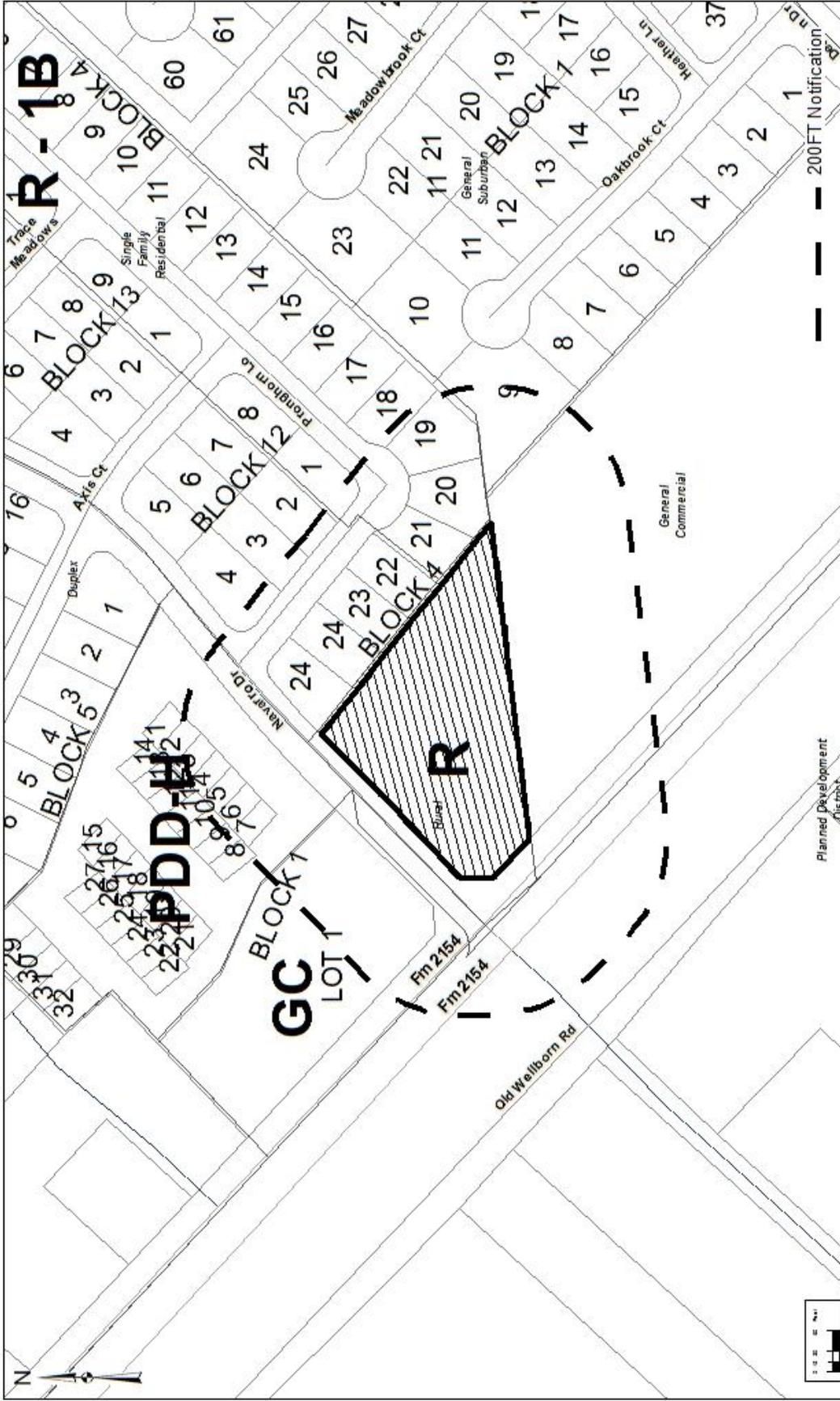
REZONING

Case: 15-28

JANUSE PROPERTY

DEVELOPMENT REVIEW





Zoning Districts

- R Rural
- E Estate
- RS Restricted Suburban
- GS General Suburban
- R - 1B Single Family Residential
- D Duplex
- T Townhouse

- R - 4
- R - 6
- MHP
- O
- SC
- GC
- CI
- BP

- Multi-Family
- High Density Multi-Family
- Manufactured Home Park
- Office
- Suburban Commercial
- General Commercial
- Commercial-Industrial
- Business Park

- BPI
- NAP
- C - 3
- M - 1
- M - 2
- C - U
- R & D
- P-MUD

- Business Park Industrial
- Natural Areas Protected
- Light Commercial
- Light Industrial
- Heavy Industrial
- College and University
- Research and Development
- Planned Mixed-Use Development

- PDD
- WPC
- NG - 1
- NG - 2
- NG - 3
- OV
- RDD
- KO

- Planned Development District
- Wolf Pen Creek Dev. Corridor
- Core Northgate
- Transitional Northgate
- Residential Northgate
- Corridor Overlay
- Redevelopment District
- Krenek Tap Overlay



DEVELOPMENT REVIEW

JANUSE PROPERTY

Case: 15-28

REZONING

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 12-4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM R RURAL TO SC SUBURBAN COMMERCIAL FOR THE PROPERTY BEING A 1.917-ACRE PORTION OF A CALLED 2.68 ACRE TRACT IN THE CRAWFORD BURNETT, A-7, IN THE CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS, AND AS CONVEYED IN A GIFT DEED IN VOLUME 1620, PAGE 70, SAVE AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF TEXAS IN THE ROAD RIGHT-OF-WAY LINE FOR F.M. 2154, AS RECORDED IN VOLUME 6520, PAGE 247, OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, GENERALLY LOCATED AT THE SOUTHEAST CORNER OF NAVARRO DRIVE AND WELLBORN ROAD; 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 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A" and as shown graphically in Exhibit "B", attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter 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) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 26th day of March, 2015

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property, as described by metes and bounds, is rezoned from R Rural to SC Suburban Commercial:

METES AND BOUNDS DESCRIPTION
1.917 ACRES

Being a tract of land containing 1.917 acres, in the Crawford Burnett, A-7, in the City of College Station, Brazos County, Texas, and being all of Tract 1, and 2, as conveyed in a gift deed in Vol. 1620, Page 70, save and except that portion conveyed to the State of Texas in the road right-of-way of F.M. 2154, as recorded in Vol. 6520, Page 247, of the Brazos County Official Records (B.C.O.R.) All bearings of this survey are referenced to the Texas State Plane Coordinate System, Central Zone, NAD83(2011) Epoch 2010, and boundary based on found rods referred to the deed recorded in Vol. 6520, Page 247, and as surveyed on the ground on January 20th, 2015. This description is also referred to the plat prepared by ATM Surveying, Project No. 15-0003, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod w/ yellow plastic cap marked "KR MCCLURE - RPLS 5650" found for the north corner of this tract, also being a point on the southeast line of Navarro Drive(60' R.O.W.), also being the west corner of Lot 25, Block 4, of the Steeplechase Subdivision, Phase 6, as recorded in Vol. 3638, Page 163, of the B.C.O.R.;

THENCE South 51°15'59" East, a distance of 397.10 feet along the common line between this tract and said Lot 25-Lot 20 of said subdivision to a 5/8" iron rod with yellow plastic cap marked "KERR 4502" found for the east corner of this tract, also being the east corner of said Tract 1, also being the south corner of said Lot 20, also being a point on the northwest line of the Spearman Marital Trust called 8.490 acre tract, as recorded in Vol. 2615, Page 210, of the B.C.O.R.;

THENCE South 82°40'05" West, a distance of 460.22 feet along the common line between this tract and said 8.490 acre tract to a 5/8" iron rod found with an aluminum cap marked "TXDOT" found for the south corner of this tract, also being the west corner of said 8.490 acre tract, also being a point on the northwest line of F.M. 2154, (Wellborn Road) (100' R.O.W.);

THENCE along the common line between this tract and said F.M. 2154 acre tract for the following calls:

North 47°00'41" West, a distance of 77.00 feet to a 1/2" iron rod with a maroon plastic cap marked "RPLS 6132 - ATM SURV" set for a corner of this tract;

North 1°06'26" West, a distance of 49.90 feet to a 1/2" iron rod with a maroon plastic cap marked "RPLS 6132 - ATM SURV" set a corner of this tract, also being on the southeast line of said Navarro Drive;

THENCE North 44°53'11" East, a distance of 289.06 feet along the common line between this tract and said Navarro Drive(60' R.O.W.) to the **PLACE OF BEGINNING** containing 1.917 acres.

Adam Wallace
Adam Wallace
Texas Registered Professional Land Surveyor No. 6132
15-0003-Navarro Dr-112-legal.doc
1/20/15





Legislation Details (With Text)

File #: 15-0133 **Version:** 1 **Name:** Draft Fiber Ordinance
Type: Ordinance **Status:** Agenda Ready
File created: 3/6/2015 **In control:** City Council Regular
On agenda: 3/26/2015 **Final action:**
Title: Presentation, possible action, and discussion of an ordinance amending Chapter 11, "Utilities", of the Code of Ordinances of the City of College Station, Texas, by adding a new section 13, "Lease of City Fiber Optic Cable Facilities"; providing a severability clause; declaring a penalty; and providing an effective date.
Sponsors: Ben Roper
Indexes:
Code sections:
Attachments: [Revised Draft Fiber Ordinance.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of an ordinance amending Chapter 11, "Utilities", of the Code of Ordinances of the City of College Station, Texas, by adding a new section 13, "Lease of City Fiber Optic Cable Facilities"; providing a severability clause; declaring a penalty; and providing an effective date.

Relationship to Strategic Goals: (Select all that apply)

- Financially Sustainable City
- Diverse Growing Economy

Recommendation(s): Staff recommends approval of the ordinance amending Chapter 11, "Utilities", by adding a new Section 13, "Lease of City Fiber Optic Cable Facilities".

Summary: The work of the Research Valley Technology Council (RVTC) to encourage the development of next generation bandwidth services in the B/CS metropolitan area included exploring the option for commercial entities to lease spare city fiber or conduit. Continued work in this area indicates that there is commercial demand for city spare (or dark) fiber or city conduit to encourage the development of expanded broadband services.

Budget & Financial Summary: This ordinance will have a financial impact on the city. Modest revenue will be obtained from fiber or conduit leases. Moving into provision of commercial fiber or conduit services will place additional demands on city staff to support operations and maintenance of fiber or conduit leased to commercial entities.

Attachments:
Draft Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 11, "UTILITIES", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY ADDING A NEW SECTION 13, "LEASE OF CITY FIBER OPTIC CABLE FACILITIES"; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of College Station is authorized under TEXAS UTILITIES CODE, Chapter 54, to lease any excess capacity of its Fiber Optic Cable Facilities, so long as the rental of said Facilities is done on a nondiscriminatory, nonpreferential basis; and

WHEREAS, the City Council of the City of College Station has determined that rental of the City's excess capacity of its Fiber Optic Cable Facilities fulfills a public purpose by providing a financial benefit to the public from the City's long-term investment in the Fiber Optic Cable Facilities; now, therefore,

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

PART 1: That Chapter 11, "UTILITIES", 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: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter 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) nor more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

City Secretary

ORDINANCE NO. _____

Page 2

APPROVED:

City Attorney

EXHIBIT “A”

That Chapter 11, “UTILITIES”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by adding SECTION 13: “LEASE OF FIBER OPTIC CABLE FACILITIES” as set out hereafter to read as follows:

SECTION 13: LEASE OF CITY FIBER OPTIC CABLE FACILITIES

A. AUTHORITY

- (1) Authority to develop and negotiate lease of city-owned fiber optic cable or city-owned conduit (referred to hereafter as “Fiber Optic Cable Facilities”)
 - (a) The City of College Station may lease to private entities to the extent permitted by state law those Fiber Optic Cable Facilities that have been installed for purpose of use as a conduit for fiber optic cable only where such Fiber Optic Cable Facilities:
 - (1) are determined by the City Manager to be surplus to the immediate and foreseeable needs of the City, and
 - (2) are not included in the City’s electric Transmission Cost of Service (TCOS).
 - (b) The City Manager or his designee is authorized to negotiate the lease of Fiber Optic Cable Facilities.
 - (c) The City Manager will adopt procedures for administering the City’s lease of Fiber Optic Cable Facilities.
 - (d) The City Manager will determine the availability of Fiber Optic Cable Facilities for lease.
- (2) The City Council and individual Council Members, either individually or as employees of a private entity, are prohibited from leasing Fiber Optic Cable Facilities.
- (3) The City Manager will issue a report on the status of lease agreements for Fiber Optic Cable Facilities to the City Council on at least an annual basis.
- (4) Other Provisions.

- (a) Lease of Fiber Optic Cable Facilities under this section does not relieve the lessee from complying with the provisions of all other Ordinances, including Chapter 3, Section 3-2, "Right of Way Maintenance" of the Code of Ordinances, City of College Station, Texas.