



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final

City Council Regular

Thursday, April 23, 2015

7:00 PM

City Hall Council Chambers

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

Presentation:

- a. Presentation to the Bryan-College Station Convention and Visitors Bureau proclaiming May 2-10, 2015 as Bryan-College Station Travel and Tourism Week.

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. [15-0202](#) Presentation, possible action, and discussion of minutes for:
 - April 9, 2015 Workshop
 - April 9, 2015 Regular Council Meeting
 - April 17, 2015 Special Meeting

Sponsors: Mashburn

Attachments: [WKSHPO40915 DRAFT Minutes.docx](#)
[RM040915 DRAFT Minutes.docx](#)

- 2b. [15-0182](#) Presentation, possible action, and discussion regarding renewal approval of annual contracts for Landscape Maintenance and Mowing of City Sites to Green Teams, Inc., Contract 13-189 for \$642,723 and Roots Landscaping, LLC., Contract 13-259 for

\$17,500 for a total amount of \$660,223.

Sponsors:

Harmon

Attachments:

[Contract 13-189 Signed Green Teams.pdf](#)

[Contract 13-259 Signed Roots.pdf](#)

2c. [15-0183](#)

Presentation, possible action, and discussion of an ordinance amending Chapter 10 "Traffic Code", to remove parking along Glade Street and Southwood Drive near Southwest Parkway.

Sponsors:

Harmon

Attachments:

[Parking Removal Ordinance Glade and Southwood.docx](#)

[Glade and Southwood Map.pdf](#)

2d. [15-0186](#)

Presentation, possible action, and discussion regarding approval for a Professional Services contract with Segal Waters Consulting in the amount of \$80,000 for conducting a Salary Survey.

Sponsors:

Pond

Attachments:

[15-162 Salary Survey Consultant Contract \(signed\).pdf](#)

2e. [15-0191](#)

Presentation, possible action, and discussion regarding an inter-local agreement with TAMU for the City to operate Fire Station #4 and provide aircraft rescue and fire fighting services to Easterwood Airport.

Sponsors:

Hurt

Attachments:

[15-204 Easterwood Airport Final.pdf](#)

2f. [15-0181](#)

Presentation, possible action, and discussion regarding construction contract 15-171 with Kieschnick General Contractors, in the amount of \$633,081 for the Area 2 Water Line Project.

Sponsors:

Harmon

Attachments:

[15-036 Tab.pdf](#)

[Area 2 Water Line Map.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

speaking 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. [15-0196](#) Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12 - Unified Development Ordinance, Article 6 "Use Regulations" Section 12-6.3 "Types of Use," and Article 11 "Definitions" Section 12-11.2 "Defined Terms," of the Code of Ordinances of the City of College Station, Texas, regarding the addition of "Northgate High-Density Dwelling Unit."

Sponsors: Prochazka

Attachments: [Background](#)
[Ordinance.docx](#)

2. [15-0168](#) Presentation, possible action, and discussion on updates from the B-CS Convention and Visitors Bureau on the status of several ongoing activities.

Sponsors: Neu

Adjourn.

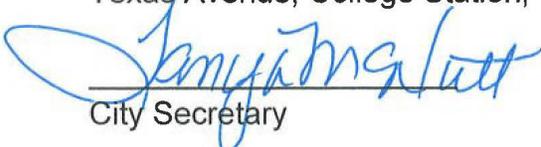
The City Council may adjourn into Executive Session to consider any item listed on this agenda if a matter is raised that is appropriate for Executive Session discussion. An announcement will be made of the basis for the Executive Session discussion.

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 April 17, 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) 764-3541 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 #: 15-0202 **Version:** 1 **Name:** Minutes
Type: Minutes **Status:** Consent Agenda
File created: 4/10/2015 **In control:** City Council Regular
On agenda: 4/23/2015 **Final action:**
Title: Presentation, possible action, and discussion of minutes for:
· April 9, 2015 Workshop
· April 9, 2015 Regular Council Meeting
· April 17, 2015 Special Meeting
Sponsors: Sherry Mashburn
Indexes:
Code sections:
Attachments: [WKSHP040915 DRAFT Minutes.pdf](#)
[RM040915 DRAFT Minutes.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of minutes for:
· April 9, 2015 Workshop
· April 9, 2015 Regular Council Meeting
· April 17, 2015 Special Meeting

Relationship to Strategic Goals:
• Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:
· April 9, 2015 Workshop minutes
· April 9, 2015 Regular Council Meeting minutes
· April 17, 2015 Special Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
APRIL 9, 2015

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

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 4:30 p.m. on Thursday, April 9, 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 4:30 p.m. on Thursday, April 9, 2015 in order to continue discussing matters pertaining to:

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

- Deluxe Burger Bar of College Station, Inc. D/B/A Café Eccell v. Asset Plus Realty Corporation, City of College Station, Texas and the Research Valley Partnership, Inc., Cause No. 13 002978 CV 361, 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
- City of College Station, Texas, v. Embrace Brazos Valley, Inc., Cause No. 15-000804-CV-85, In the 85th Judicial District Court, Brazos County, Texas.

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

- City Manager

C. Deliberation on offer of financial or other incentives for a business prospect the City seeks to have locate, stay or expand in or near the City; to wit:

- Economic incentives for a proposed development located generally southeast of the intersection of Texas Avenue and Francis Drive in College Station, Texas
- Economic incentives for a proposed development located generally northeast of the intersection of William D. Fitch and State Highway 6

The Executive Session adjourned at 5:44 p.m.

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

No action was required from Executive Session.

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

No items were pulled for clarification.

5. Presentation and discussion on proposed Vote Centers for Brazos County.

Karen McQueen, Brazos County Clerk, briefed the Council on a proposal to implement county-wide Vote Centers for Election Day voting only in the November 2015 election. For this first year, the proposal is to utilize 25 polling locations; after one year, those can be reduced by 50%. Fewer polling locations equate to less cost due to possibly fewer machines, fewer workers, and fewer translators. The polling locations will still need a good internet connection, DREs for voting, electronic pollbooks that will check in voters system-wide in real time, and must be ADA compliant. Polling locations will also need to be placed so that voters are not "disenfranchised". For local entity elections, every race in which the voter is eligible to vote is on one ballot, and the voter can go to any polling location within the County they desire.

6. Presentation, possible action and discussion regarding an update of TAMU Transportation Services & the Brazos Transit District mass transit and public transit operations.

John McBeth, Brazos Transit District, and Peter Lange, TAMU Transportation Services, updated the Council on the TAMU Transportation Services and the Brazos Transit District mass transit and public transit operations. Sixteen counties are currently served by the District. Renderings of the routes were displayed, highlighting student population densities along the routes. The District is a public transportation system, whereas the TAMU Transportation Services is geared more toward mass transit, several million riders per year. There may be a request to the City for funding to add Saturday service to the area. Bus shelters cost about \$10,000 per shelter, uninstalled, and signage could be an additional \$12,000. Several new initiatives were presented to Council, of which one is a grant for the installation of the bus stop signs and passenger shelters. Challenges were also brought to the Council's attention. Service in South College Station, West Bryan, the Health Science Center, and the new Blinn campus is growing very quickly and requires a greater frequency of service. They want to get funding to meet these challenges without take away from the current service plan.

7. Council Calendar

Council reviewed the calendar.

8. 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.

Mayor Berry asked to discuss bringing forth an ordinance requiring surveillance cameras at convenience stores. Councilmember Schultz concurred and asked to include other facilities such as payday loan businesses.

Councilmember Aldrich asked to place the CAC Transportation presentation on the agenda on an annual or semi-annual basis.

9. 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, BWACS, 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 COG meeting and the MPO meeting.

Councilmember Nichols reported on the Brazos County Health Department.

Councilmember Brick reported on the Civil War dedication at Veteran's Park.

Councilmember Aldrich reported on the Arts Council and the BioCorridor.

10. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 7:03 p.m. on Thursday, April 9, 2015.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
APRIL 9, 2015

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

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 7:13 p.m. on Thursday, April 9, 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 Staff Sgt. Hector Perez.

Mia Paulk, 5572 Silver Hill, said she wants to be a goalkeeper for the TAMU Girl's Soccer Team. The only way she can do that is to practice hard and play on Saturdays. A better location can be found that will not disrupts so many families by partnering with City of Bryan.

Thaddeus Adams, 1011 Guadalupe Drive, said he has been playing soccer for many years and now coaches. Soccer means a lot to him, and he was disappointed to hear of the decision. He encouraged the Council to think of the impact to the entire community and to remember the commitment to our youth. Find an alternative site for parking.

Christian Brannstrom, 726 Willow Loop, said he coaches a UA team at Veteran's, and the facilities are great. He endorses the statements by the Brazos Valley Youth Soccer Association. Using Veteran's Park for parking is bad policy. These are real kids and people that use that facility. This is not an underutilized facility on Saturdays.

Wendy Jepson, 726 Willow Loop, said the community has invested \$10 million for a public park. This is not for closed parking for a private event. We need to work with the university, but this goes beyond accommodation. If this is not about safety, why are we doing it? Is \$2,000 a game the price for selling out our kids?

Carrie Morgan, 2703 Wingate Circle, provided written comments, attached.

Luis Hurtado, 8408 Justin Avenue, said he is a soccer coach. Saturday games are an important activity for his family, and this enhances the quality of life for his family. The university should know how important sports are for children. A parking lot should never take away the joy of our children. A park is a park and not a parking lot.

Luis A. Hurtado, 8408 Justin Avenue, stated that soccer promotes clean, social activities for a healthy and fun life. The game is for everyone who enjoys it, including the players.

Stacey Stagg, 2401 Newark Circle, stated there have been some misconceptions. There are people who attend this park specifically for the soccer games on Saturdays.

Wade Breaux, 17912 Ranch House Road, said that, during his experience with a nationally accredited organizations, there are no organizations that do not have games on Saturday. This provides children an opportunity to play into high school and college.

Matthew Moore, 1003 Rose Circle, said he is a soccer dad. He briefed the Council on a typical Saturday. As a builder, he has contributed many dollars for parkland dedication, which contributes to quality of life for everyone. This is sending the message that TAMU football and parking is more important.

Trudi Askew, 12592 N. Dowling Road, said she and her husband have been soccer coaches and are business owners in College Station. This is not an emotional issue. The bond was for a public facility – a park. To take games away from Saturday makes no sense.

Betsy Pierson, 702 Kingsmill Court, said this goes beyond the sport. This teaches the children more things about life. This park is dedicated to veterans and is to be for the community. There are many users, besides soccer, that are involved in this decision. According to the newspaper, the need for parking already exceeds the capability for parking at the park.

Carl Hattaway, 15165 FM 2154, said he was here about the annexation and said he felt it was being forced on them.

Carlos Candia, 2501 Warnworth Lane, said he recently moved here. He wanted a place that was honorable. College Station is ingrained with family values, but he is disgusted by what is being done here. Saturday morning soccer is done across the nation, and it was the one constant no matter where he was stationed.

CONSENT AGENDA

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

- **March 26, 2015 Workshop**
- **March 26, 2015 Regular Council Meeting**

2b. Presentation, possible action, and discussion on Resolution 04-09-15-2b, supporting Brazos County's application to the Secretary of State to establish Election Day county-wide polling places, or Vote Centers, in lieu of individual precinct polling places for all future elections.

2c. Presentation, possible action, and discussion regarding an annual price agreement with Daco Fire Equipment, in the amount of \$60,200.40 for protective clothing.

2d. Presentation, possible action, and discussion regarding Resolution 04-09-15-2d, amending Resolution No. 1-22-15-2c, determining public need and necessity for the City to initiate, complete, and acquire certain property located at the northwest corner of the intersection of West OSR and Sandy Point Road, Bryan, Brazos County, Texas, for the purpose of the Well Field Collection System Loop Project, by adding additional property descriptions to the Resolution.

2e. Presentation, possible action, and discussion on a bid award for the annual purchase of wire and cable, which will be maintained in electrical inventory and expended as needed. The total recommended award is \$659,700.00 to Techline, Inc.

MOTION: Upon a motion made by Councilmember Schultz 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 approving Ordinance 2015-3648, vacating and abandoning a 3,912 square foot portion of the 1.08 Acres Public Utility Easement located in Southwood Section 5, Tract 1 according to the plat recorded in Volume 284, Page 516 of the Deed Records of Brazos County, Texas.

Carol Cotter, Planning and Development, stated that this abandonment will accommodate the A&M Consolidated High School gym expansion. An electric line currently runs through the easement, but CSU has approved a plan for the relocation of the electric line with the gym expansion. The abandonment is conditioned on the relocation of the existing electric line and dedication of a new PUE. If either of these conditions are not met, the abandonment will be null and void.

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

There being no comments, the Public Hearing was closed at 7:54 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Aldrich, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2015-3648, vacating and abandoning a 3,912 square foot portion of the 1.08 Acres Public Utility Easement located in Southwood Section 5, Tract 1 according to the plat recorded in Volume 284, Page 516 of the Deed Records of Brazos County, Texas. The motion carried unanimously.

2. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2015-3649, 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 GS General Suburban to GC General Commercial and NAP Natural Areas Protected for approximately 16 acres being the property situated in the Morgan Rector League Abstract Number 46, College Station Brazos County, Texas, being 0.248 and 1.237 acre tracts being portions of the remainder of a called 38.65-acre tract as described by a deed to Clint Albert Bertrand and Ruth Marie Porter Bertrand recorded in Volume 9862, Page 136 of the Official Public Records of Brazos County, Texas, a 3.922-acre portion of the remainder of a called 10.40-acre tract as described by a deed to Dan Clancy and Susan Clancy recorded in Volume 467, Page 314 of the Deed Records of Brazos County, Texas, a 4.799-acre being all of a called 4.802 acre tract as described by a deed to L.A. Ford, Jr. recorded in Volume 2532, Page 271 of the Official Public Records of Brazos County, Texas, and a 5.997-acre portion of the remainder of a called 10.40 acre tract as described by a deed to Dan Clancy and Susan Clancy recorded in Volume 467, Page 314 of the Deed Records of Brazos County, Texas, generally located at 8500 Earl Rudder Freeway South, more generally located at the northwest intersection of Harvey Mitchell Parkway South and Earl Rudder Freeway South.

Jessica Bullock, Planning and Development, stated this request is to rezone the subject property from General Suburban to General Commercial and Natural Areas Protected.

The Planning and Zoning Commission considered this item at their March 19, 2015 meeting and voted 4-0 to recommend approval of the rezoning. Staff also recommends approval with the condition that the impacts of any floodplain alterations be contained within the subject properties.

At approximately 7:59 p.m., Mayor Berry opened the Public Hearing.

Veronica Morgan, Mitchell and Morgan Engineering, said she was here to answer any questions.

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

MOTION: Upon a motion made by Councilmember Schultz and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2015-3649, 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 GS General Suburban to GC General Commercial and NAP

Natural Areas Protected for approximately 16 acres being the property situated in the Morgan Rector League Abstract Number 46, College Station Brazos County, Texas, being 0.248 and 1.237 acre tracts being portions of the remainder of a called 38.65-acre tract as described by a deed to Clint Albert Bertrand and Ruth Marie Porter Bertrand recorded in Volume 9862, Page 136 of the Official Public Records of Brazos County, Texas, a 3.922-acre portion of the remainder of a called 10.40-acre tract as described by a deed to Dan Clancy and Susan Clancy recorded in Volume 467, Page 314 of the Deed Records of Brazos County, Texas, a 4.799-acre being all of a called 4.802 acre tract as described by a deed to L.A. Ford, Jr. recorded in Volume 2532, Page 271 of the Official Public Records of Brazos County, Texas, and a 5.997-acre portion of the remainder of a called 10.40 acre tract as described by a deed to Dan Clancy and Susan Clancy recorded in Volume 467, Page 314 of the Deed Records of Brazos County, Texas, generally located at 8500 Earl Rudder Freeway South, more generally located at the northwest intersection of Harvey Mitchell Parkway South and Earl Rudder Freeway South. The motion carried unanimously.

3. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2015-3650, amending Chapter 12, "Unified Development Ordinance", Section 12-3.16, "Development Review Procedures, Conditional Use Permit", of the Code of Ordinances of the City of College Station, Texas, by allowing a conditional use permit for the use of a major wireless telecommunications facility affecting approximately 0.0148 acres at Southwest Place, Block 1, Lot 2a-1b, generally located at 2504 Texas Avenue South, more generally located near the southwest corner of Texas Avenue South and Southwest Parkway.

Mark Bombeck, Planning and Development, stated this request is for a conditional use permit to extend an existing 35-foot tall wireless telecommunications tower to a new height of 70-feet.

The Planning and Zoning Commission considered this item at their March 20, 2015 meeting and voted 4-0 to recommend approval of the Conditional Use Permit. Staff also recommends approval.

At approximately 8:05 p.m., Mayor Berry opened the Public Hearing.

John Schumaker, 7500 Rialto, said he was the project engineer and was here to answer any questions.

There being no further comments, the Public Hearing was closed at 8:09 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Aldrich, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2015-3650, amending Chapter 12, "Unified Development Ordinance", Section 12-3.16, "Development Review Procedures, Conditional Use Permit", of the Code of Ordinances of the City of College Station, Texas, by allowing a conditional use permit for the use of a major wireless telecommunications facility affecting approximately 0.0148 acres at Southwest Place, Block 1, Lot 2a-1b, generally located at 2504 Texas Avenue South, more generally located near the southwest corner of Texas Avenue South and Southwest Parkway. The motion carried unanimously.

4. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2015-3651, 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 amending the PDD Planned Development District for the property being situated in the Crawford Burnett League, Abstract No. 7, College Station, Brazos County, Texas being a 24.523 acre tract being a portion of the remainder of a called 120.76 acre tract as described by a deed to Capstone-CS, LLC recorded in Volume 8900, Page 148 of the Official Records of Brazos County, Texas, generally located south of Market Street between Holleman Drive South and North Dowling Road.

Jason Schubert, Planning and Development, stated this request will amend the existing Planned Development District for the subject property. This rezoning amends a portion of the original PDD by removing a small commercial area along Holleman Drive South and replacing it with multi-family use. The potential future realignment of North Dowling Road has also been moved to the west to allow it to occur at the existing Market Street intersection with Holleman Drive South, which is planned to be signalized with the development in the area.

The Parks and Recreation Advisory Board considered the additional parkland fees as one of the proposed community benefits to help offset the proposed meritorious modifications at their March 10, 2015 meeting and voted 6-0 to recommend approval. The Planning and Zoning Commission considered this item at their March 19, 2015 meeting and voted 4-0 to recommend approval of the rezoning request. Staff also recommends approval.

At approximately 8:27 p.m., Mayor Berry opened the Public Hearing.

Veronica Morgan, Mitchell and Morgan Engineering, said she was here to answer any questions.

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

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Schultz, the City Council voted six (6) for and one (1) opposed, with Councilmember Brick voting against, to adopt Ordinance 2015-3651, 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 amending the PDD Planned Development District for the property being situated in the Crawford Burnett League, Abstract No. 7, College Station, Brazos County, Texas being a 24.523 acre tract being a portion of the remainder of a called 120.76 acre tract as described by a deed to Capstone-CS, LLC recorded in Volume 8900, Page 148 of the Official Records of Brazos County, Texas, generally located south of Market Street between Holleman Drive South and North Dowling Road. The motion carried.

5. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2015-3652, amending Chapter 10, "Traffic Code," of the Code of Ordinances of the City of College Station, Texas, to restrict parking along the 300 Block of Cherry Street.

Danielle Singh, Planning and Development, reported this item will amend Chapter 10 "Traffic Code," by removing parking from the 300 Block of Cherry Street to allow aerial fire access to the proposed Second Street Apartments development.

At approximately 8:40 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:40 p.m.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Nichols, the City Council voted six (6) for and one (1) opposed, with Councilmember Brick voting against, to adopt Ordinance 2015-3652, amending Chapter 10, "Traffic Code," of the Code of Ordinances of the City of College Station, Texas, to restrict parking along the 300 Block of Cherry Street. The motion carried.

6. Presentation, possible action, and discussion regarding Ordinance 2015-3653, annexing approximately 233 acres located in the City's ETJ on the southwest side of the City generally bordered by Royder Road, FM 2154, and Greens Prairie Trail.

Lance Simms, Director of Planning and Development, stated this ordinance provides for the annexation of approximately 233 acres on the southwest side of the City. The Two public hearings were held on March 10 and March 12.

The Planning & Zoning Commission heard this item on February 19 and voted 6-0 to recommend approval of the annexation. Staff also recommends approval of the ordinance.

MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Aldrich, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2015-3653, annexing approximately 233 acres located in the City's ETJ on the southwest side of the City generally bordered by Royder Road, FM 2154, and Greens Prairie Trail. The motion carried unanimously.

7. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 8:43 p.m. on Thursday, April 9, 2015.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary



Legislation Details (With Text)

File #: 15-0182 **Version:** 1 **Name:** Landscape Maintenance Contract Renewal
Type: Renewal **Status:** Consent Agenda
File created: 4/6/2015 **In control:** City Council Regular
On agenda: 4/23/2015 **Final action:**

Title: Presentation, possible action, and discussion regarding renewal approval of annual contracts for Landscape Maintenance and Mowing of City Sites to Green Teams, Inc., Contract 13-189 for \$642,723 and Roots Landscaping, LLC., Contract 13-259 for \$17,500 for a total amount of \$660,223.

Sponsors: Donald Harmon

Indexes:

Code sections:

Attachments: [Contract 13-189 Signed Green Teams.pdf](#)
[Contract 13-259 Signed Roots.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding renewal approval of annual contracts for Landscape Maintenance and Mowing of City Sites to Green Teams, Inc., Contract 13-189 for \$642,723 and Roots Landscaping, LLC., Contract 13-259 for \$17,500 for a total amount of \$660,223.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the contract and authorization for the City Manager to execute the contract.

Summary: In 2013, Request for Proposals were solicited from contractors for the landscape maintenance of City properties. These properties have been divided into six (7) categories 1) Neighborhood Parks, 2) City Facilities, 3) Electric Sites, 4) Water/Wastewater Sites, 5) Cemetery Mowing, 6) Finish Mowing of City Streets, 7) Utilities Weed Control.

Eight (8) sealed competitive proposals were received and opened on March 26, 2013. The proposals were evaluated by City staff, and were awarded based on the lowest responsible proposals received. Contracts 13-189 and 13-259 were presented to Council and approved on April 25, 2013, Item 2c. The first renewal of these contracts was approved March 27, 2014 on the consent agenda. Upon Council's approval of the contract renewals, purchase orders for the new term will be issued to the vendors. A summary of the recommended awards is as follows:

Category	Vendor	Amount
1) Neighborhood Parks	Green Teams, Inc.	\$266,482.00
2) City Facilities	Green Teams, Inc.	\$77,855.00
3) Electric Sites	Roots Landscaping, LLC	\$17,500.00

4) Water/ Wastewater Sites	Green Teams, Inc.	\$66,610.00
5) Cemetery Mowing	Green Teams, Inc.	\$66,128.00
6) Finish Mowing - Streets	Green Teams, Inc.	\$164,496.00
7) Utilities Weed Control	Green Teams, Inc.	\$1,152
Total		\$660,223.00

Budget & Financial Summary: Funds are budgeted and available in Parks, Community Development, Economic Development, Water/Wastewater, Electrical Sites and Street Maintenance operating budgets.

Attachments:

1. Contract 13-189 Renewal
2. Contract 13-259 Renewal

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew RFP 13-052, Contract 13-189 for Citywide Mowing and Landscape Maintenance and in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed Six Hundred Forty Two Thousand Seven Hundred Twenty Three Dollars and 00/100 (\$642,723.00).

I understand this renewal term will be for the period beginning May 1, 2015 through April 30, 2016. This is the second renewal.

GREEN TEAMS, INC.

By: Len Gallagher
Printed Name: Len Gallagher
Title: President
Date: 03-25-15

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

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 The Nitsche Group 143 East Austin Giddings, TX 78942-3299 979 542-3666	CONTACT NAME: PHONE (A/C, No, Ext): 979 542-3666 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Cincinnati Insurance Company 10677 INSURER B : Texas Mutual Insurance Company 22945 INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Green Teams Inc. 731 Industrial Blvd Bryan, TX 77803-2016	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			EPP0085832	01/01/2014	01/01/2017	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$10,000
	<input checked="" type="checkbox"/> PD Ded:1,000						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	AUTOMOBILE LIABILITY			EBA0085832	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			EPP0085832	01/01/2014	01/01/2017	EACH OCCURRENCE	\$5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF000118856	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 As per policy provision, City of College Station, its officials, employees and volunteers, are listed as additional insured in regard to the auto and general liability policies as provided by additional insured endorsement. A waiver of subrogation endorsement is provided to City of College Station, its officials, employees and volunteers, in regard to the auto, general liability and workers compensation policies as per policy provision. General liability, auto and workers compensation policies include(s) a 30 Days (See Attached Descriptions)

CERTIFICATE HOLDER City of College Station 1101 Texas Ave. College Station, TX 77840	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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RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew RFP 13-052, Contract 13-259 for Electrical Site Mowing and Landscape Maintenance and in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed Seventeen Thousand Five Hundred Dollars and 00/100 (\$17,500.00).

I understand this renewal term will be for the period beginning May 1, 2015 through April 30, 2016. This is the second renewal.

ROOTS LANDSCAPING, LLC.

By: 
Printed Name: Michael Stover
Title: owner/member
Date: 3/27/15

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____



CERTIFICATE OF LIABILITY INSURANCE

ROOTS-1 OP ID: MIEL

DATE (MM/DD/YYYY)

03/27/2015

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 Jones & Associates, Inc. PO Box 4044 Bryan, TX 77805 Greg W Herwald (INSIDE)	CONTACT NAME: Eliana Milioto PHONE (A/C, No, Ext): 979-776-4740 E-MAIL ADDRESS: eliana@jonesinsurance.com	FAX (A/C, No): 979-776-4745	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Roots Landscaping, LLC DBA: Jones Lawn Care 15720 Buffalo Creek Loop College Station, TX 77845	INSURER A : Travelers Insurance Company		
	INSURER B : Foremost Insurance Group		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	SCP005049525	12/30/2014	12/30/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			X	SCI008218648	12/30/2014	12/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	X	UB9A642150	12/30/2014	12/30/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Additional Insured Endorsements and Waivers of Subrogation included if marked above. 30 day notice of cancellation included.

CERTIFICATE HOLDER**CANCELLATION**

City of College Station Purchasing Services 1101 Texas Avenue College Station, TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Legislation Details (With Text)

File #:	15-0183	Version:	1	Name:	No Parking Glade / Southwood at Southwest Parkway
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	4/6/2015	In control:		In control:	City Council Regular
On agenda:	4/23/2015	Final action:		Final action:	
Title:	Presentation, possible action, and discussion of an ordinance amending Chapter 10 "Traffic Code", to remove parking along Glade Street and Southwood Drive near Southwest Parkway.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Parking Removal Ordinance Glade and Southwood.pdf Glade and Southwood Map.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of an ordinance amending Chapter 10 "Traffic Code", to remove parking along Glade Street and Southwood Drive near Southwest Parkway.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: Citizens contacted the City of College Station Public Works Department concerning parking along Glade Street and Southwood Drive near Southwest Parkway. Citizens were concerned about vehicles parking too close to the signalized intersection.

Traffic engineering evaluated the parking situation and presented a need to remove parking along Glade Street and Southwood Drive within 300 feet of the intersection. The Traffic Management Team evaluated Traffic Engineering's request and recommends removing parking on both sides of the street within 300 feet of the intersection.

City staff held a public meeting on March 23, 2015 at the Ringer Library to discuss the parking removal with affected property owners. Two residents living in the affected area attended this public meeting and both residents support this ordinance. Additionally, City Staff received phone calls from two residents that could not attend the meeting; both of these residents support this ordinance.

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

Attachments:

1. Ordinance
2. Map

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 _____, 2015.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT “A”

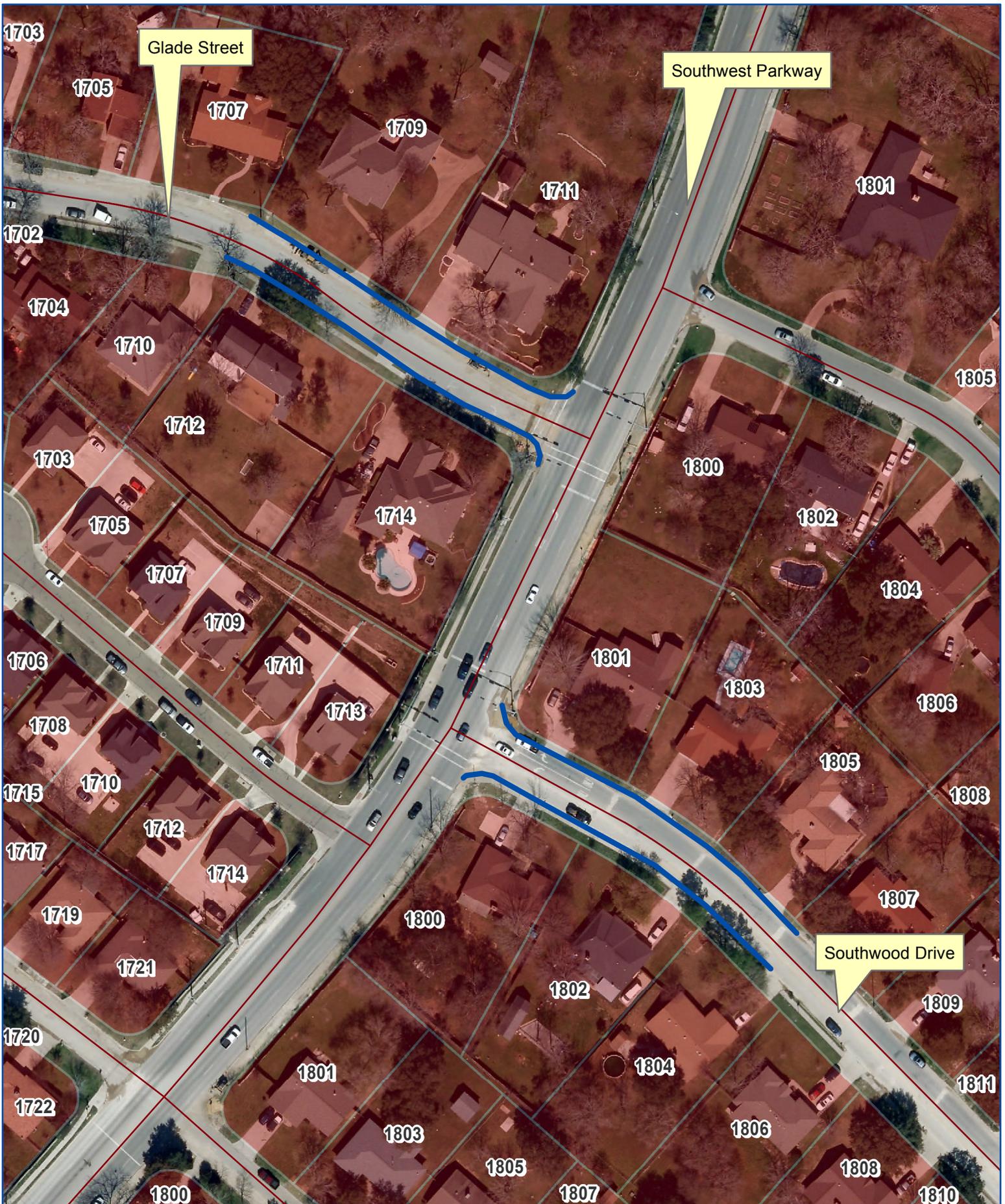
That Chapter 10, “Traffic Code”, Section 4 “Administrative Adjudication of Parking Violations”, E “Parking Regulations of Certain Described Areas”, (1) “Traffic Schedule XIV – No Parking Here to Corner or No Parking Anytime”, is hereby amended to include the following:

1. Glade Street

- a.** No parking on the northeast side of Glade Street from Southwest Parkway to 300 feet northwest of Southwest Parkway.
- b.** No parking on the southwest side of Glade Street from Southwest Parkway to 300 feet northwest of Southwest Parkway.

2. Southwood Drive

- a.** No parking on the northeast side of Southwood Drive from Southwest Parkway to 300 feet southeast of Southwest Parkway.
- b.** No parking on the northeast side of Southwood Drive from Southwest Parkway to 300 feet southeast of Southwest Parkway.



Proposed Parking Removal Near Southwest Parkway
Along Glade Street and Southwood Drive



Legislation Details (With Text)

File #: 15-0186 **Version:** 1 **Name:** Salary Survey Contract
Type: Contract **Status:** Consent Agenda
File created: 4/6/2015 **In control:** City Council Regular
On agenda: 4/23/2015 **Final action:**
Title: Presentation, possible action, and discussion regarding approval for a Professional Services contract with Segal Waters Consulting in the amount of \$80,000 for conducting a Salary Survey.
Sponsors: Alison Pond
Indexes:
Code sections:
Attachments: [15-162 Salary Survey Consultant Contract \(signed\).pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval for a Professional Services contract with Segal Waters Consulting in the amount of \$80,000 for conducting a Salary Survey.

Relationship to Strategic Goals:

- Financially Sustainable City

Recommendation(s):

Staff recommends approval of the contract.

Summary:

In the City's efforts to attract, motivate and retain talented employees, we strive to provide a compensation program that is competitive in the market, while being fiscally responsible in our approach. In alignment with this focus, the City is conducting a salary/market survey to include a comparison of pay rates for similar positions in identified geographical areas within the State of Texas. Additional Scope of Project will include a comprehensive analysis of the results of the survey and additional recommendations.

Budget & Financial Summary:

Funds were designated to this project and approved in the FY15 budget.

Attachments:

Professional Services Contract

CONSULTANT CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home- Rule Corporation (the "City") and Segal Waters Consulting, a Texas Corporation (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 Professional Services for Conducting a Salary Survey (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 and acceptance of the work performed. 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 **Eighty Thousand Dollars and no/100 Dollars (\$80,000.00)**.

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 which may result in additional 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.

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.

c. Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 1.03 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" no later than September 30, 2015.

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 necessary 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 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 the information provided by Contractor reflects high professional and industry standards, procedures, and performances. Contractor warrants the design, 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 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, subcontractors 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 Except to the extent that they incorporate Contractor's Proprietary software, know-how, techniques, methodologies and report formats (collectively "Contractor's Proprietary Information"), all documents, data, and other tangible materials authored or prepared and delivered

by Contractor to the City under the terms of this Agreement (collectively, the "Deliverables"), are the sole and exclusive property of the City, once paid for by the City according to the terms of this contract. To the extent Contractor's Proprietary Information is incorporated into such Deliverables, the City shall have a perpetual, non-exclusive, worldwide, royalty-free license to use, copy and modify Contractor's Proprietary Information as part of the Deliverables internally and for their intended purpose. Upon completion or termination of this Contract, Contractor shall promptly deliver to the City all records, notes, data, memoranda, 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. Notwithstanding anything herein to the contrary, the City acknowledges and agrees that Contractor may retain an archival copy of the City's Confidential Information in accordance with Contractor's disaster recovery and document retention policies, subject to Contractor's continued compliance with its confidentiality obligations herein.

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 "Indemnitee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnitee, and liability of every kind, including all expenses of litigation, court costs, reasonable 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, to the extent resulting from 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 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

5.01 The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, 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: Alison Pond, Human Resources Director
P.O. Box 9960
College Station, Texas 77842

Contractor:
Segal Waters Consulting
Attn: Ruth Ann Eledge
5050 Quorum Drive, Suite 625
Dallas, TX 77254

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.

SEGAL WATERS CONSULTING

CITY OF COLLEGE STATION

By: R Eledge
Printed Name: Ruth Ann Eledge
Title: Vice President
Date: 4/10/2015

By: _____
City Manager
Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

Exhibit A
Scope of Services

1. **Purpose of the Services** The purpose of the services to be provided as described in this scope of work is for Segal Waters Consulting to conduct a salary survey for the City of College Station. This survey will contain a comparison of actual base pay rates for similar positions in identified geographic areas within the State of Texas. Segal Waters Consulting will make direct contact with entities, follow up to ensure timely completion of survey and compile data received into a final report with a comprehensive analysis of the results of the survey.

2. **Client Obligations** The City will provide the following in electronic format:
 - a. Salary structures
 - b. Current personnel policy documents
 - c. Organization charts
 - d. Benchmark position summaries in an editable format
 - e. Contact information for peer organizations
 - f. Employee census data
 - g. Access to in-house HR personnel to discuss procedures, policies and serve as liaison.

3. **General Scope** Segal Waters Consulting shall:
 - a. Develop a market study methodology
 - b. Identify benchmark job titles
 - c. Identify comparable employers and other data sources
 - d. Collect and analyze the market data
 - e. Prepare and deliver a report detailing findings
 - f. Provide additional recommendations
 - g. Present final results to the City of College Station

4. **Phase Definition**
 - a. Develop a Markey Study Methodology
 - i. Work with project team to address any projected issues with the current compensation program and hiring challenges, to finalize positions to be included in the survey.
 - ii. Work with project team to finalize survey population (with a maximum of 12 entities in each category).
 - iii. Utilize current salary information (2015) as relevant.

 - b. Identify Benchmark Job Titles
 - i. This project will review up to 95 position titles (from City of College Station and City of Bryan) from the categories indicated in this scope.
 - ii. In addition, 25 City of College Station Electric Utilities positions will be included.

- c. Identify Comparable Employers and Other Data Sources
 - i. Review the City's list of identified potential comparable employers, discuss with the project team and make modifications as necessary.
 - ii. Include the City of Bryan's data in the College Station analysis.
- d. Collect and Analyze Market Data
 - i. Design a survey instrument for collecting the market information, which will be distributed in either hard copy or electronic format, as necessary.
 - ii. Compile the results of the survey to include comparisons at the job summary level, as appropriate, and note where matches are less than 70% or where blended positions are utilized for a match.
- e. Prepare and Deliver a Report Detailing Findings
 - i. Provide a written report to include:
 - 1. An executive summary, briefly describing the key findings.
 - 2. A description of the study objectives and methodology.
 - 3. The City of College Station's competitive market position for pay, applicable to each benchmark job title and job family.
 - 4. Note any discrepancies in salaries (such as aged information, recent pay plan changes if relevant to the final results). Include geographical differentials, as relevant.
 - 5. Appendices showing detailed information collected for the market study.
- f. Provide Additional Recommendations
 - i. Identify current competitive levels within the markets/categories defined, potential risks and issues related to recruitment and retention of these positions and potential implementation strategy for updating the current salary structure, with specific emphasis on hard to fill, critical positions.
 - ii. Update current salary schedule.
 - iii. Identification of a 3-5 year plan to focus on future workforce planning, salary budgets and other key factors trending in specific job markets.
 - 1. Recommend placement of each benchmark job on the salary schedule (i.e. assign jobs to pay grades)
 - 2. Determine cost impact
- g. Present Final Results to the City of College Station.
 - i. This presentation will be an in person overview with Human Resources and Key Leaders within the organization to review the following:
 - 1. Background and reasons for the project
 - 2. Objectives and goals of the project
 - 3. Methodology used to conduct our analysis
 - 4. Key Findings and outcomes
 - 5. Recommendation, including potential implications of those recommendations.

5. **Categories to be surveyed**
 - a. 60 City General Positions
 - b. 25-30 positions in Public Safety
 - c. 4-5 Professional (Engineers) positions
 - d. 15-25 positions in the Electric Utilities

6. **Sources of data for benchmark positions**

	Cities/Counties	Private Sector Published Data	Utility Data
General City Positions	X	X	
Public Safety Positions	X		
Engineering Positions	X	X	
Electric Utility Positions	X	X	X

7. **Project Timeline**
 - a. Final recommendations to be presented no later than 90 days after contract execution.

Exhibit B
Payment Terms

Payment is a fixed fee in the amount listed in Paragraph 1.02 of this Contract. This amount shall be payable by the City pursuant to the schedule herein and upon completion of the services and written acceptance by the City.

Project Steps	
Step 1: Project Initiation	\$2,500
<ul style="list-style-type: none"> - Conduct one on-site meeting with both City of College Station and City of Bryan project teams in attendance as well as time associated with learning about the City's current compensation and classification structures, policies, and practices. 	
Step 2: Market Assessment	\$35,000
<ul style="list-style-type: none"> - Develop a customized salary market survey document with up to 95 benchmark job titles to be distributed to no more than 12 public sector peer employers. Some additional data collection may be conducted for any hard-to-match positions. - One draft and one final report of the market study findings. 	
Step 2a: Market Assessment – Electric Utility Positions	\$10,000
<ul style="list-style-type: none"> - Inclusion in salary market survey document of up to 25 electric utility benchmark job titles to be distributed to no more than 12 public sector peer employers. - Inclusion of the electric utility positions in the one draft and one final report of the market study findings. 	
Step 2a: Market Assessment	-\$2,500
<ul style="list-style-type: none"> - The City of College Station will develop benchmark position summaries for the survey document and gather contact information for peer organizations. 	
Step 3: Present Final Results to the Cities (joint with City of Bryan)	\$2,500
<ul style="list-style-type: none"> - Develop and deliver one on-site presentation Human Resources and Key Leaders. 	

Optional Services	
Optional Service 1: Additional Recommendations	\$20,000
<ul style="list-style-type: none"> - Current competitive levels within the markets/categories defined, potential risks and issues related to recruitment and retention of these positions and potential implementation strategy for updating the current salary structure, with specific emphasis on hard to fill, critical positions. Identification of a 3-5 year plan to focus on future workforce planning, salary budgets and other key factors trending in specific job markets. 	
Optional Service 2: Additional On-Site Meetings	\$3,000 per day
<ul style="list-style-type: none"> - On-site meetings not included in the previous project steps. 	

Fees include charges for all professional, analytic, and administrative services, as well as all expenses associated with materials, supplies, overhead, and travel for all tasks outlined except as otherwise noted. **Travel expenses for meetings scheduled less than one week in advance may incur additional airline fees. If a scheduled meeting is cancelled by the client, any non-refundable travel expenses will be billed to the client at cost.**

Total fees will be billed in three (3) monthly equal payments over the planned project schedule.

The fee assumes only the services and on-site meetings described in the scope. Should the City of College Station request additional services or additional on-site meetings, the hourly rates shown below will be assessed, as well as for the time and expenses associated with travel.

Staff Member	Title/Role	2015 Standard Hourly Rate
Ruth Ann Eledge	Project Manager	\$310
Elliot R. Susseles	National Practice Leader	\$450
Linda Wishard	Senior Consultant	\$285
Andrew Knutson	Consultant	\$285
Joyce Powell	Senior Compensation Analyst	\$235
Cristy Reetz	Senior Compensation Analyst	\$235

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, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, 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. General Requirements Applicable to All Policies.

- A. Only insurance carriers licensed and authorized 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.
- C. "Claims made" policies are accepted only for Professional Liability insurance.
- D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits of liability except after thirty (30) calendar days prior written notice has been given to the City of College Station.
- E. The Certificates of Insurance shall be prepared on the most current State of Texas Department of Insurance-approved forms, 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 authorized to do business in the State of Texas
 - 2. All endorsements and coverages are included according to the requirements of this Contract.
 - 3. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment.
- F. The City of College Station, its officials, agents, employees, and volunteers are to be listed as 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, agents, employees, and volunteers.

IV. Commercial General Liability requirements:

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

V. Business Automobile Liability requirements:

- A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- C. The Business Auto Policy must show Symbol 8 & 9 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- D. The coverage shall include non-owned autos and hired autos.

VI. Workers' Compensation Insurance requirements:

- A. 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.

VII. Professional Liability requirements:

- A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- B. Minimum of \$2,000,000 aggregate. Financial statements shall be furnished to the City upon request.
- C. For "claims made" policies, a 24-month extended reporting period shall be required with a retroactive date shown on the certificate of insurance.



Legislation Details (With Text)

File #: 15-0191 **Version:** 1 **Name:** Easterwood Airport Joint Use Agreement
Type: Agreement **Status:** Consent Agenda
File created: 4/7/2015 **In control:** City Council Regular
On agenda: 4/23/2015 **Final action:**
Title: Presentation, possible action, and discussion regarding an inter-local agreement with TAMU for the City to operate Fire Station #4 and provide aircraft rescue and fire fighting services to Easterwood Airport.
Sponsors: Eric Hurt
Indexes:
Code sections:
Attachments: [15-204 Easterwood Airport Final.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an inter-local agreement with TAMU for the City to operate Fire Station #4 and provide aircraft rescue and fire fighting services to Easterwood Airport.

Relationship to Strategic Goals:

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

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

Summary: This agreement will allow for College Station Fire Department to continue to operate out of Fire Station #4 through 2018. The agreement also sets fees for the College Station Fire Department to provide Aircraft Rescue and Fire Fighting services to Easterwood Airport.

Budget & Financial Summary: Easterwood airport, through Texas A&M University, will pay the City of College Station \$211,368 annually for 2015, 2016 and 2017.

Attachments: Contract 15-204



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 15-192 PROJECT#: _____ BID#: _____ RFP: _____

Contract Description:

Aircraft Rescue and Fire Fighting ILA

Project Name:

City of College Station provides Fire Protection to Easterwood Airport

Name of Contractor:

CONTRACT TOTAL VALUE: \$ _____

Grant Funded Yes No
If yes, what is the grant number:

Debarment Check Yes No N/A
Section 3 Plan Incl. Yes No N/A

Davis Bacon Wages Used Yes No N/A
Buy America Required Yes No N/A
Transparency Report Yes No N/A

NEW CONTRACT RENEWAL # _____ CHANGE ORDER # _____ OTHER _____

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

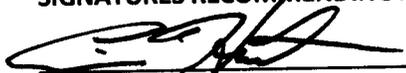
(If required)*

CRC Approval Date*: _____ Council Approval Date*: _____ Agenda Item No*: _____

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

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

SIGNATURES RECOMMENDING APPROVAL


DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

3/16/15
DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR - CFO

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

MAYOR (if applicable)

DATE

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

**2015-2018 AIRCRAFT RESCUE AND FIRE FIGHTING
INTERLOCAL AGREEMENT BETWEEN THE
CITY OF COLLEGE STATION AND TEXAS A&M UNIVERSITY**

This Interlocal Agreement ("Agreement") is effective as of the 1st day of February, 2015, and is made by and between TEXAS A&M UNIVERSITY, (hereafter referred to as "TAMU") a member of THE TEXAS A&M UNIVERSITY SYSTEM, an agency of the State of Texas, and THE CITY OF COLLEGE STATION (hereafter referred to as "COLLEGE STATION"), a Texas Home Rule Municipal Corporation.

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

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

WHEREAS, the Board of Regents has designated the management, operation and control of Easterwood Airport to TAMU with Astin Limited LLC (hereafter referred to as "ASTIN") as contractor to TAMU for management and operation; and

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

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

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

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

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

**SECTION I
PURPOSE OF AGREEMENT**

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

SECTION II DEFINITIONS

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

- a. **Airport** – Easterwood Airport, which is owned by the Board of Regents of The Texas A&M University System and operated by TAMU.
- b. **ARFF** – Aircraft Rescue and Fire Fighting.
- c. **Airport Liaison** – A TAMU employee or Astin employee trained to FAA standards, knowledgeable of Airport rules and regulations, and knowledgeable of the Aircraft Rescue and Fire Fighting functions to be performed pursuant to this Agreement.
- d. **ARFF Vehicles** – Aircraft Rescue and Fire Fighting vehicles with associated equipment owned by TAMU and specifically designed for the purpose of providing Aircraft Rescue and Fire Fighting capabilities.
- e. **Astin** – Astin Limited LLC – Contractor that manages and operates Easterwood Airport for TAMU.
- f. **COLLEGE STATION** – the City of College Station, Texas.
- g. **TAMU** – Texas A&M University, a member of The Texas A&M University System.
- h. **Emergency Alert** – Emergency conditions as defined in the Easterwood Airport Emergency Plan.
- i. **Emergency Plan** – The Easterwood Airport Emergency Plan currently in effect or as may be amended by mutual consent of TAMU and COLLEGE STATION.
- j. **Fire Department** – the College Station Fire Department.
- k. **Fire Fighting Agents** – A generic term used for materials such as water, foam, dry chemical, or carbon dioxide used for the extinguishment of fires.
- l. **Fire Station** – the land, facility and equipment.
- m. **FAA** – Federal Aviation Administration of the United States, or any federal agency succeeding to its jurisdiction or function.
- n. **Incident Command** – A standardized organizational structure used to command and control tactical operations needed to standardize an incident. The concept is further defined in the emergency plan.

- o. Joint-Use Operational Expenses** – All ordinary, direct, and reasonable expenses of operating the Fire Station, other than capital expenditures.
- p. Operator's Maintenance** – Common maintenance such as noting obvious vehicle defects or malfunctions, checking operating fluid levels checking tire air pressure, etc. to ensure equipment is maintained in a state of readiness.
- q. Organizational Maintenance** – Skilled maintenance such as those commonly performed by a technician or mechanic.
- r. Rules and Regulations** – Rules and regulations adopted or that may be jointly adopted by TAMU and COLLEGE STATION, for the operation, maintenance and administration of the Fire Station.
- s. Unified Command System** – A shared command function consisting of the COLLEGE STATION Incident Commander or designee and TAMU Director of Aviation or designee, as further defined in the Emergency Plan.

SECTION III TERM OF AGREEMENT

3.1 The term of this Agreement will be from 8:00 A.M., on the 1st day of February, 2015 to 12:00 P.M., on the 31st day of January, 2018. This Agreement may be renewed under such terms and conditions as TAMU and COLLEGE STATION may agree upon in writing executed by the parties. Negotiations for renewal must commence no later than six (6) months before the expiration date of this Agreement.

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

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

- a.** A material breach of any term or condition of this Agreement which remains uncured during the entire notice period.
- b.** Lack of funds or other financial exigency on the part of TAMU or COLLEGE STATION.
- c.** A decision on the part of The Texas A&M University System or the State of Texas to close Easterwood Airport.

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

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

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

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

SECTION IV FIRE STATION FACILITY AND EQUIPMENT

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

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

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

SECTION V PERSONNEL

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

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

**SECTION VI
PAYROLL AND BENEFITS**

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

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

**SECTION VII
INSURANCE**

7.1 COLLEGE STATION agrees all property owned by COLLEGE STATION and utilized under this Agreement will be insured or self-insured by COLLEGE STATION and, except as specifically provided in this Agreement, TAMU will have no liability or responsibility for loss or destruction. COLLEGE STATION will provide insurance for liability arising from the use or operation of the ARFF vehicle (identified in **Exhibit "B"**) by COLLEGE STATION employees or agents.

7.2 TAMU agrees all property owned by TAMU and utilized under this Agreement will be insured or self-insured by TAMU and, except as specifically provided in this Agreement, COLLEGE STATION will have no liability or responsibility for loss or destruction.

**SECTION VIII
COMMAND AND CONTROL**

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

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

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

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

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

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

8.7 TAMU, through ASTIN, shall provide Command and Control of Easterwood Airport facilities and runways during any emergency at Easterwood Airport.

SECTION IX TRAINING

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

9.2 COLLEGE STATION and TAMU agree that COLLEGE STATION may request in writing permission to use the Airport or other TAMU facilities for training, excluding the Fire Station, from the TAMU Director of Aviation or designee whose approval will not be unreasonably withheld.

9.3 COLLEGE STATION will maintain and make available for inspection at the request of the FAA or TAMU the training records of all ARFF personnel in accordance with the requirements of Part 139 of the Special Federal Aviation Regulations.

9.4 TAMU agrees ASTIN will train personnel provided by ASTIN in accordance with FAA standards.

SECTION X OPERATIONAL RESPONSIBILITIES

10.1 COLLEGE STATION will provide fire protection, EMS (Emergency Medical Services), and hazardous materials response from the Fire Station to the Texas A&M University Main Campus (mutual aid EMS), West Campus (mutual aid EMS), Northgate, and other areas in West College Station, and areas in Southwest Bryan. In addition, COLLEGE STATION through the Structural Paramedic Engine Company will provide mutual aid assistance to the Aircraft

Rescue and Fire Fighting (ARFF) function of Easterwood Airport in accordance with the Letter of Agreement contained in the Easterwood Airport Emergency Manual as amended and maintained at the Easterwood Airport Administrative Office.

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

10.3 COLLEGE STATION personnel shall conduct daily inspections and perform Operator's Maintenance on the ARFF vehicle(s) kept by TAMU at the Fire Station. Such personnel shall report observed Organizational Maintenance needs of such ARFF vehicle(s) to the Airport Liaison, or designee. COLLEGE STATION understands the usage of ARFF vehicle(s) is restricted to Easterwood Airport operations.

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

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

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

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

SECTION XI JOINT-USE OPERATIONAL EXPENSE

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

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

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

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

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

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

11.7 TAMU shall pay COLLEGE STATION a base amount of two hundred eleven thousand, three hundred sixty-eight dollars (\$211,368.00) annually for 2015, 2016 and 2017 per annum for so long as this Agreement remains in effect for the purpose of providing ARFF functions at Easterwood Airport. The base amount is calculated by the costs associated with the salary and benefits of the three drivers needed to cover the shifts (three hundred sixty-five (365) days per year, twenty-four hours (24) per day), the cost associated with annual specialized training to man the ARFF vehicle and the costs associated with specialized gear to be worn by the operator of the ARFF vehicle divided by the four partner entities (City of College Station, City of Bryan, Brazos County and Texas A&M University). Such payment shall be made no later than the 10th business day after the effective date of this Agreement and subsequently, not later than each anniversary date of this Agreement. The College Station portion will represent one quarter of the total cost and will be in kind for the services provided.

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

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

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

SECTION XII COMMUNICATIONS

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

12.2 TAMU will provide and pay for one ring-down circuit between the Air Traffic Control Tower and the Fire Station. In addition, TAMU agrees to provide communications equipment listed in **Exhibit "E"** attached to and made a part of this Agreement for all purposes. The parties agree **Exhibit "E"** may be modified by a written amendment executed by the Parties.

**SECTION XIII
CONTRACTUAL AGREEMENT**

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

**SECTION XIV
SEVERABILITY**

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

**SECTION XV
SUCCESSORS AND ASSIGN**

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

**SECTION XVI
NOTICES**

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

TAMU:
Dir. Of Easterwood Airport Management
1 McKenzie Terminal Blvd., Suite 112
College Station, Texas 77845
(979) 845-4811
JStuart@astin.us
Fax (979) 845-5168

with copy to:
218 Administration Building
College Station, Texas 77843-1247
(979) 845-9212
r-janne@tamu.edu
Fax (979) 845-5406

COLLEGE STATION:
Fire Chief
300 Krenk Tap Road
College Station, Texas 77842
(979) 764-3706
ehurt@cstx.gov
Fax (979) 764-3403

with copy to:
City Manager
1101 Texas Avenue S
College Station, Texas 77842
(979) 764-3510
ktemplin@cstx.gov
Fax (979) 764-6377

**SECTION XVII
CIVIL LIABILITY AND INDEMNITY**

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

**SECTION XVIII
STATE AGENCY**

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

TEXAS A&M UNIVERSITY

By: _____
Dr. Mark Hussey
Interim President
Date: _____

RECOMMENDED APPROVAL:

Dr. Jerry R. Strawser
Vice President of Finance and Administration
And Chief Financial Officer
Date: _____

APPROVED AS TO FORM ONLY

Warren J. DeLuca
Assistant General Counsel
Office of General Counsel
The Texas A&M University System
Date: _____

CITY OF COLLEGE STATION

By: _____
Mayor
Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

City Attorney
Date: _____

Assistant City Manager / CFO
Date: _____

EXHIBIT "A"

**MISCELLANEOUS EQUIPMENT PROVIDED BY
COLLEGE STATION**

1. One mobile VHF radio
2. One portable VHF radio
3. Uniforms for personnel
4. Protective clothing (3 sets)
5. Three pagers
6. Aluminized protective clothing (6 sets)

EXHIBIT "B"

**MISCELLANEOUS EQUIPMENT/PERSONNEL
PROVIDED BY
EASTERWOOD AIRPORT**

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

EXHIBIT "C"

EQUIPMENT

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

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

BUILDING

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

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

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

EXHIBIT "D"

COMMUNICATION EQUIPMENT PROVIDED BY COLLEGE STATION

1. One (1) vehicle, 800 mh2 base corn radio — for ARFF vehicle
2. Computers
3. Radio Base Station
4. Radio antennae
5. UPS Backup Power Supply
6. Alerting Equipment
7. Radio battery charging banks
8. Telephone
9. Fax machine
10. Ring down telephone from city dispatch
11. Fixed communications tower.

EXHIBIT "E"

COMMUNICATION EQUIPMENT PROVIDED BY EASTERWOOD AIRPORT

1. Direct telephone line from air traffic control tower to ARFF station
2. Two hand-held or vehicle mounted VHF radios – tower frequency for CSFD vehicles (if two vehicles are permanently assigned).
3. Two truck-mounted VHF radios in Easterwood Airport ARFF vehicles.



Legislation Details (With Text)

File #:	15-0181	Version:	1	Name:	Area 2 Water Line Construction Contract
Type:	Contract	Status:		Status:	Consent Agenda
File created:	4/6/2015	In control:		In control:	City Council Regular
On agenda:	4/23/2015	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding construction contract 15-171 with Kieschnick General Contractors, in the amount of \$633,081 for the Area 2 Water Line Project.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	15-036 Tab.pdf Area 2 Water Line Map.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding construction contract 15-171 with Kieschnick General Contractors, in the amount of \$633,081 for the Area 2 Water Line Project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: In 2010, the City and Wellborn SUD finalized a water CCN settlement agreement in which the City acquired the water CCN area near Arrington Road and Greens Prairie Road. As part of the settlement, the City agreed to disconnect the transferred water lines and services, in the respective CCN area, from Wellborn SUD's system and reconnect them onto the City's water distribution system.

This project includes the installation of approximately 6,500 linear feet of 12" PVC pipe with associated appurtenances and the reconnection of 20 water meters to the City's water distribution system. The project is located along the South side of Greens Prairie Road starting at Forest Ridge Elementary and continuing toward Arrington Road. The water line will continue south along the West side of Arrington Road and cross to the East side of Old Arrington Road and carry on North and tie into the City's existing water distribution system.

Budget & Financial Summary: The budget for this project in the amount of \$1,224,780 is included in the FY15 Water Capital Improvement Projects Fund budget. A total of \$179,944.90 have been expended or committed to date, leaving a balance of \$1,044,835.10 for construction and related expenditures.

Attachments:

1. Contract - On file in the City Secretary's Office
2. Project Location Map
3. Bid Tabulation



City of College Station - Purchasing Division
Bid Tabulation for ITB 15-036
"Area 2 Waterline"
Open Date: Monday, March 23, 2015 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Kieschnick General Contractors (College Station, TX)		Elliott Construction, LLC (Wellborn, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
GENERAL ITEMS							
1	1	LS	General overhead for all work including bonds, insurance and related items	\$25,000.00	\$25,000.00	\$12,000.00	\$12,000.00
2	1	LS	Mobilization	\$2,500.00	\$2,500.00	\$27,000.00	\$27,000.00
3	1	LS	Clear, grub and dispose of vegetaton/debris	\$4,000.00	\$4,000.00	\$6,000.00	\$6,000.00
4	1	LS	Erosion and sedimentation control as needed to fully comply with TPDES including post-construction hydromulch seeding and stabilization	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00
5	1	LS	Traffic control (All project locations as needed)	\$7,500.00	\$7,500.00	\$22,500.00	\$22,500.00
GENERAL ITEMS - SUBTOTAL				\$49,000.00		\$73,500.00	
WATERLINE ITEMS							
6	1	EA	Tie into Existing 2" Waterline including all required fittings, adapters, etc. to complete in-place	\$750.00	\$750.00	\$2,400.00	\$2,400.00
7	3	EA	Tie into Existing 8" Waterline to complete in place	\$800.00	\$2,400.00	\$1,985.00	\$5,955.00
8	3	EA	Tie into Existing 12" Waterline to complete in place	\$800.00	\$2,400.00	\$2,250.00	\$6,750.00
9	290	LF	12" AWWA C-900 DR14 PVC Water Line with Bank Sand Bedding & Haunching, and Cement Stabilized Sand Backfill by Open Cut, All Depths	\$45.00	\$13,050.00	\$65.00	\$18,850.00
10	4,095	LF	12" AWWA C-900 DR14 PVC Water Line with Bank Sand Bedding & Haunching, and Non-Structural Backfill by Open Cut, All Depths	\$32.00	\$131,040.00	\$49.00	\$200,655.00
11	1,610	LF	12" AWWA C-900 DR14 PVC Water Line with Bank Sand Bedding & Haunching, and Structural Backfill by Open Cut, All Depths	\$40.00	\$64,400.00	\$65.00	\$104,650.00
12	20	LF	6" AWWA C-900 DR14 PVC Water Line with Bank Sand Bedding & Haunching, and Non-Structural Backfill by Open Cut, All Depths	\$30.00	\$600.00	\$36.00	\$720.00
13	30	LF	8" AWWA C-900 DR14 PVC Water Line with Bank Sand Bedding & Haunching, and Non-Structural Backfill by Open Cut, All Depths	\$35.00	\$1,050.00	\$40.00	\$1,200.00
14	40	LF	12" Certa-Lok AWWA C-900 DR14 with integral bell PVC Water Line By Bore, Restrained Joints, All Depths (No Casing)	\$155.00	\$6,200.00	\$80.00	\$3,200.00
15	55	LF	20" x 3/8" thick Steel Casing by Open Cut with 12" Water Line Certa-Lok AWWA C900 DR-14 with integral bell Restrained Joint PVC Pipe with Cascade SS Casing Spacers & End Seals, All Depths	\$130.00	\$7,150.00	\$189.00	\$10,395.00
16	495	LF	20" x 3/8" thick Steel Casing by Bore with 12" Water Line Certa-Lok AWWA C900 DR-14 with integral bell Restrained Joint PVC Pipe with Cascade SS Casing Spacers & End Seals, All Depths	\$285.00	\$141,075.00	\$300.00	\$148,500.00
17	2	EA	12" x 8" DI Reducer	\$300.00	\$600.00	\$332.00	\$664.00
18	13	EA	12" Gate Valve & Box	\$2,000.00	\$26,000.00	\$2,083.00	\$27,079.00
19	18	EA	12" x 45° DI Bend	\$450.00	\$8,100.00	\$520.00	\$9,360.00
20	1	EA	6" x 6" DI Tee	\$300.00	\$300.00	\$360.00	\$360.00
21	6	EA	12" x 6" DI Tee	\$525.00	\$3,150.00	\$617.00	\$3,702.00
22	2	EA	12" x 8" DI Tee	\$550.00	\$1,100.00	\$663.00	\$1,326.00
23	5	EA	12" x 12" DI Tee	\$700.00	\$3,500.00	\$782.00	\$3,910.00
24	2	EA	12" DI Plug	\$150.00	\$300.00	\$270.00	\$540.00
25	1	EA	8" Gate Valve & Box	\$1,100.00	\$1,100.00	\$1,256.00	\$1,256.00
26	2	EA	8" x 45° DI Bend	\$300.00	\$600.00	\$345.00	\$690.00
27	1	EA	8" DI Plug	\$150.00	\$150.00	\$258.00	\$258.00
28	6	EA	Standard Fire Hydrant Assembly	\$2,950.00	\$17,700.00	\$3,305.00	\$19,830.00
29	707	SY	Demo and Removal of Existing Sidewalk	\$8.00	\$5,656.00	\$2.00	\$1,414.00
30	707	SY	4" Thick Reinforced Concrete Sidewalk (Per B/CS Detail SW1-02)	\$40.00	\$28,280.00	\$59.50	\$42,066.50
31	68	SY	Remove and Replace 6" Thick HMAc per BCS Detail ST4-01 (Quantity based on 6' wide section per linear foot of water line installed)	\$50.00	\$3,400.00	\$83.50	\$5,678.00

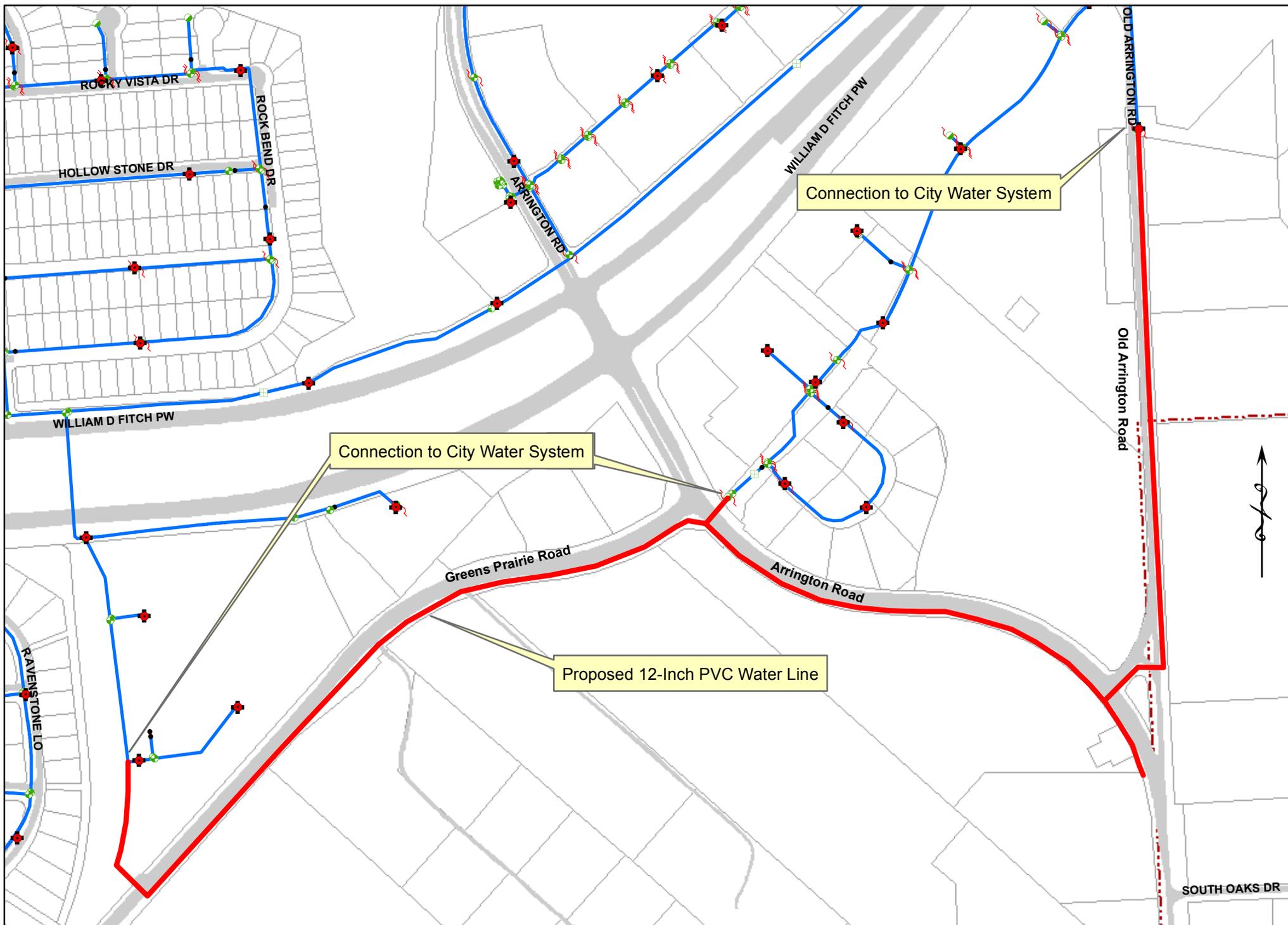


City of College Station - Purchasing Division
Bid Tabulation for ITB 15-036
"Area 2 Waterline"
Open Date: Monday, March 23, 2015 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Kieschnick General Contractors (College Station, TX)		Elliott Construction, LLC (Wellborn, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
32	31	SY	Remove and Replace 8" Thick Concrete per BCS Details (Quantity based on 6' wide section per linear foot of water line installed)	\$50.00	\$1,550.00	\$82.00	\$2,542.00
33	32	SY	Remove and Replace 6" Thick Base per BCS Detail ST4-00 (Quantity based on 6' wide section per linear foot of water line installed)	\$15.00	\$480.00	\$15.00	\$480.00
34	20	LF	Remove and Replace Concrete Curb & Gutter per BCS Detail ST1-01	\$30.00	\$600.00	\$31.00	\$620.00
35	2	EA	2" Blow-off valve assembly w/box and tapped cap per BCS Details	\$900.00	\$1,800.00	\$1,135.00	\$2,270.00
36	1	EA	4" Blow-off valve assembly w/box and tapped cap per BCS Details	\$1,250.00	\$1,250.00	\$2,100.00	\$2,100.00
37	4	EA	2" Single Body Combination Air Release Valve. Valvmatic #202C.2 or approved equal per BCS Details	\$2,400.00	\$9,600.00	\$2,540.00	\$10,160.00
38	10	EA	Remove and Replace existing Water Meter & Box per BCS detail W7-04 with City provided Water Meter, including transfer and reconnection of services, angle stop, and all fittings required to complete in place. (White's Creek Lane Water Meters)	\$1,500.00	\$15,000.00	\$620.00	\$6,200.00
39	10	EA	Remove and Replace existing Water Meters per BCS Details with City provided Water Meter, including new Type K Copper Service Lines, service saddle, fittings, angle stop, Pressure Reducing Valve & Box (Watts model number LFN45B, or approved equal) to transfer & reconnect water services, complete in place, per Detail Sheet 17.	\$1,750.00	\$17,500.00	\$1,164.00	\$11,640.00
40	1	EA	2" pressure reducing valve and box (Watts model number LFN45B-L or approved equal). Complete in place.	\$400.00	\$400.00	\$885.00	\$885.00
41	6,100	LF	Trench Safety System (Waterline Construction)	\$1.00	\$6,100.00	\$1.00	\$6,100.00
42	1,000	LF	Extra Cost for Rock Excavation (ONLY to be used as Authorized by Engineer on an as-needed basis)	\$25.00	\$25,000.00	\$10.00	\$10,000.00
43	1,000	TON	Gravel Bedding For Trench Dewatering System (ONLY to be used as Authorized by Engineer on an as-needed basis)	\$32.00	\$32,000.00	\$5.00	\$5,000.00
44	55	SY	Rock Rip Rap per TxDOT Item 432	\$50.00	\$2,750.00	\$75.00	\$4,125.00
WATERLINE ITEMS - SUBTOTAL				\$584,081.00		\$683,530.50	
TOTAL BID AMOUNT - ALL ITEMS				\$633,081.00		\$757,030.50	

Area 2 Water Line Extension Project

1 inch = 400 feet





Legislation Details (With Text)

File #:	15-0196	Version:	1	Name:	Northgate High-Density Dwelling Unit -UDO Amendment
Type:	Unified Development Ordinance	Status:		Status:	Agenda Ready
File created:	4/8/2015	In control:		In control:	City Council Regular
On agenda:	4/23/2015	Final action:			
Title:	Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12 - Unified Development Ordinance, Article 6 "Use Regulations" Section 12-6.3 "Types of Use," and Article 11 "Definitions" Section 12-11.2 "Defined Terms," of the Code of Ordinances of the City of College Station, Texas, regarding the addition of "Northgate High-Density Dwelling Unit."				
Sponsors:	Jennifer Prochazka				
Indexes:					
Code sections:					
Attachments:	Background Ordinance.pdf				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12 - Unified Development Ordinance, Article 6 "Use Regulations" Section 12-6.3 "Types of Use," and Article 11 "Definitions" Section 12-11.2 "Defined Terms," of the Code of Ordinances of the City of College Station, Texas, regarding the addition of "Northgate High-Density Dwelling Unit."

- Diverse Growing Economy

Recommendation(s): The Planning & Zoning Commission considered this item at their April 2, 2015 meeting and recommended approval (5-2) of the proposed amendment. Staff also recommends approval of the UDO amendment.

Summary: In response to potential development opportunities in the Northgate area, Staff proposes amendments to the Unified Development Ordinance to allow more than four (4) unrelated individuals to reside together in a single-living unit in Northgate. A definition of "Northgate High-Density Dwelling Unit" is proposed to be added to the UDO permitting this increased number of unrelated individuals, with six (6) proposed as a maximum density per dwelling unit. Similar apartment-type structures intended for fewer than four (4) unrelated individuals will remain permitted in Northgate under the "Multi-family" definition.

The UDO is proposed to be amended by adding the following definition:

Northgate High-Density Dwelling Unit: A residential structure providing complete, independent living facilities for three (3) or more households, living independently of each other and including permanent provisions for living, sleeping, cooking, eating, and sanitation in each unit. Households in a Northgate High-Density Dwelling Unit may include more than four (4) but not

greater than six (6) unrelated individuals.

Additionally, the Use Table in the UDO is proposed to be modified by the addition of "Northgate High-Density Dwelling Unit." The proposed use would be permitted in all three Northgate zoning districts.

This amendment would provide developers with the flexibility to offer a greater variety of unit types in Northgate, an area where high-density residential development is desired.

Budget & Financial Summary: N/A

Attachments:

1. Background
2. Ordinance

Northgate High-Density Dwelling Unit Background

A “Multi-family Dwelling” is defined by the Unified Development Ordinance (UDO) as “a residential structure providing complete, independent living facilities for three (3) or more families or households living independently of each other and including permanent provisions for living, sleeping, cooking, eating, and sanitation in each unit. Condominiums are included in this definition.”

Multi-family Dwellings are currently permitted in the Northgate zoning districts, however, like all multi-family uses in College Station, they are limited to a maximum of four (4) unrelated individuals residing together in each unit as a “family.”

The Northgate Redevelopment Implementation Plan, adopted in 2003 and used as a supplement to the City’s Comprehensive Plan, calls for increased residential density and housing type diversity and encourages infill and/or redevelopment of underutilized residential sites. The Unified Development Ordinance states that Northgate is “intended to be a unique, pedestrian-friendly, dense urban environment...”

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 6 "USE REGULATIONS" SECTION 12-6.3 "TYPES OF USE," AS SHOWN IN EXHIBIT A; ARTICLE 11 "DEFINITIONS" SEC. 12-11.2 "DEFINED TERMS," AS SHOWN IN EXHIBIT B OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Chapter 12, "Unified Development Ordinance," Article 9 "Nonconformities" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibits "A" and "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 23rd day of April, 2015.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT “A”

That Chapter 12, “Unified Development Ordinance,” Article 6 “Use Regulations” Section 12-6.3. “Types of Use” is amended to add the following use to the existing table:

**Article 6. “Use Regulations”
Sec. 12-6.3. Types of Use.**

C. Use Table.

USE TABLE	Residential Districts										Non-Residential Districts						Retired Districts				Design Districts													
Specific Uses	R	E	RS	GS	T**	D**	MF**	MU**	MHP**	P-MUD**	O	SC	GC	CI	BP	BPI	CU	NAP	R-1B	R-4**	R-6**	C-3**	M-1	M-2	R&D**	WPC**	NG-1**	NG-2**	NG-3**					
KEY: P = Permitted by Right; P* = Permitted Subject to Specific Use Standards C = Conditional Use; ** = District with Supplemental Standards (refer to Article 5)																																		
RESIDENTIAL																																		
Northgate High-Density Dwelling Unit																																P	P	P

EXHIBIT “B”

That Chapter 12, “Unified Development Ordinance,” Article 11 “Definitions” Section 12-11.2. “Defined Terms” is amended by adding the following:

Article 11. “Definitions”

Sec. 12-11.2. Defined Terms.

For the Purpose of this UDO, certain words as used herein are defined as follows:

Northgate District definitions (applicable only to development in Northgate):

Northgate High-Density Dwelling Unit: A residential structure providing complete, independent living facilities for three (3) or more households, living independently of each other and including permanent provisions for living, sleeping, cooking, eating, and sanitation in each unit. Households in a Northgate High-Density Dwelling Unit allows more than four (4) but not greater than six (6) unrelated individuals.



Legislation Details (With Text)

File #: 15-0168 **Version:** 1 **Name:** Updates from the B-CS Convention and Visitors Bureau on the status of several ongoing activities
Type: Updates **Status:** Agenda Ready
File created: 3/25/2015 **In control:** City Council Regular
On agenda: 4/23/2015 **Final action:**
Title: Presentation, possible action, and discussion on updates from the B-CS Convention and Visitors Bureau on the status of several ongoing activities.
Sponsors: Mike Neu
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on updates from the B-CS Convention and Visitors Bureau on the status of several ongoing activities.

Relationship to Strategic Goals:

- Diverse Growing Economy

Recommendation(s): N/A

Summary:

Update from B-CS Convention and Visitors Bureau on activities in FY15, including the HOT Grant, TAMU preferred access agreement, rebranding effort and other initiatives. Topics include the hotel occupancy tax grant program, city agreements for preferred access to Texas A&M facilities, an organizational rebranding effort, and other initiatives in fiscal year 2015.

Budget & Financial Summary: N/A

Attachments: N/A