



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final

City Council Regular

Thursday, June 25, 2015

7:00 PM

City Hall Council Chambers

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

Presentation:

- * Recognition of the Bryan Rotary Club/Newman 10 Business Performance Awards.

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. [15-0284](#) Presentation, possible action, and discussion of minutes for:

- May 28, 2015 Workshop
- May 28, 2015 Regular Council Meeting

Sponsors:

Mashburn

Attachments:

[WKSHP052815 DRAFT Minutes.docx](#)

[RM052815 DRAFT Minutes.docx](#)

- 2b. [15-0251](#) Presentation, possible action, and discussion on an ordinance amending Chapter 10, Section 2 "Traffic Control Devices", G "Bike Lanes and Bike Prohibitions" and "Traffic Schedule VI - Bike Lanes and Bike Prohibitions" of the Code of Ordinances of the City of College Station, Texas, providing a severability clause; declaring a penalty; and providing an effective date.

Sponsors: McCollum

Attachments: [Chapter 10 Sec 2 Bike Lanes Ord Amend 12-22-14.docx](#)
[Exhibit B Sch VI BikeLanes.xlsx](#)

- 2c. [15-0266](#) Presentation, possible action, and discussion regarding ratification of renewal number 2 of contract #13-201 between the City of College Station and Grid Utility, LLC., in the amount of \$1,259,926.12 for Annual Electric System Construction & Maintenance Labor.

Sponsors: Crabb

Attachments: [Renewal Acceptance.pdf](#)

- 2d. [15-0273](#) Presentation, possible action, and discussion on a construction contract with TF Harper, in the amount of \$204,651 for playground replacement at Jack and Dorothy Miller Park.

Sponsors: Schmitz

Attachments: [Playground Proposal 2 5 2 12 15.pdf](#)
[Playground Proposal 5 12 2 12 15.pdf](#)
[Sealed Drawings JD Miller.pdf](#)

- 2e. [15-0285](#) Presentation, possible action, and discussion regarding a three (3) year Engineering Services and Materials Contract with Schweitzer Engineering Laboratories, Inc. (SEL) for \$900,000 for electrical engineering services.

Sponsors: Crabb

Attachments: [15300303 Schweitzer.pdf](#)

- 2f. [15-0287](#) Presentation, possible action, and discussion regarding a purchase order with Ultra-Tech Systems, Inc. for UV System parts, at a cost of \$64,819.50.

Sponsors: Coleman

Attachments: [Purchase Order.pdf](#)
[Sole Source letter.tif](#)

- 2g. [15-0288](#) Presentation, possible action, and discussion on the purchase of four new Stryker EMS Stretchers in the amount of \$198,394.05.

Sponsors: Hurt

Attachments: [College Station FD 6506 \(3\).pdf](#)

- 2h. [15-0290](#) Presentation, possible action, and discussion regarding the purchase of 10 traffic signal cabinets from Paradigm Traffic Systems Inc. in the amount of \$90,980. This purchase is made through Texas Smart Buy Contract # 550-A.

Sponsors: Rother

Attachments: [\(10\) HENKE Cabinet Quote 17825DJ COLLEGE STATION \(4-22-15\).pdf](#)

- 2i. [15-0291](#) Presentation, possible action, and discussion regarding the renewal and ratification of the annual city wide land surveying services and civil engineering services contracts between the City of College Station and Joe Orr, Inc. and Binkley & Barfield, Inc. for a total amount of \$100,000.

Sponsors: Harmon

Attachments: [14-295 Joe Orr Inc - signed renewal.pdf](#)

[14-296 Binkley Barfield Inc - signed renewal.pdf](#)

- 2j. [15-0292](#) Presentation, possible action, and discussion regarding professional services contract no. 15300294 with Mitchell & Morgan, LLP. in the amount of \$280,421.50 for the professional engineering services related to the conceptual design of the Lakeway Drive Extension Project.

Sponsors: Harmon

Attachments: [Project Location Map.pdf](#)

- 2k. [15-0293](#) Presentation, possible action, and discussion regarding construction contract no. 15300252 with Restocon Corporation, in the amount of \$207,559.50 for thermal and moisture protection repairs to the Northgate Parking Garage.

Sponsors: Harmon

Attachments: [Parking Garage Tabulation .pdf](#)

[NGParking Garage Location Map.pdf](#)

- 2l. [15-0294](#) Presentation, possible action, and discussion on an ILA with the Texas A&M University System (TAMUS) providing \$1 Million for implementation support of the City's ITS Master Plan. The funds are apportioned to TTI (\$150,000) for the analysis and review of the ITS Master Plan and to the City of College Station (\$850,000) for development and implementation of the ITS Master Plan.

Sponsors: Rother

Attachments: [ILA w TAMUS - \\$1M.pdf](#)

- 2m. [15-0295](#) Presentation, possible action, and discussion on professional services contract no. 15-105 with Jones & Carter, Inc. in the amount of \$164,000; for the conceptual design for the Treatment Plants Equipment Replacement Project.

Sponsors: Harmon

Attachments: [WWTP Map.pdf](#)

- 2n. [15-0302](#) Presentation, possible action, and discussion on a purchase agreement for new Zoll Medical X Series Manual Monitors / Defibrillators for \$239,246.13.

Sponsors: Hurt

Attachments: [Zoll.pdf](#)

Regular Agenda

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

Individuals who wish to address the City Council on an item posted as a public hearing shall register with the City Secretary prior to the Mayor's announcement to open the public hearing. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer alarm will sound at 2 1/2 minutes to signal thirty seconds remaining to conclude remarks. After a public hearing is closed, there shall be no additional public comments. If Council needs additional information from the general public, some limited comments may be allowed at the discretion of the Mayor.

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

1. [15-0249](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural and GS General Suburban to PDD Planned Development District for the property being approximately 28.5 acres situated in the Crawford Burnett League, Abstract No. 7, Brazos County, Texas and being a part of that certain called 69.37 acre tract as described in deed from James G. Butler to J & J Butler Family Partnership, Ltd. of record in Volume 7551, Page 41, Official Records of Brazos County, Texas, being generally located along Holleman Drive South across from Saddle Lane and the Quail Run subdivision.

Sponsors: Schubert

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

2. Adjourn.

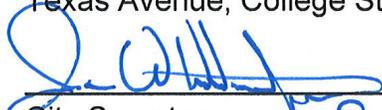
The City Council may adjourn into Executive Session to consider any item listed on this agenda if a matter is raised that is appropriate for Executive Session discussion. An announcement will be made of the basis for the Executive Session discussion.

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 June 19, 2015 at 5:00 p.m.



City Secretary *for Sherry Mashbarn*

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 #: 15-0284 **Version:** 1 **Name:** Minutes
Type: Minutes **Status:** Consent Agenda
File created: 5/29/2015 **In control:** City Council Regular
On agenda: 6/25/2015 **Final action:**
Title: Presentation, possible action, and discussion of minutes for:
· May 28, 2015 Workshop
· May 28, 2015 Regular Council Meeting
Sponsors: Sherry Mashburn
Indexes:
Code sections:
Attachments: [WKSHP052815 DRAFT Minutes.pdf](#)
[RM052815 DRAFT Minutes.pdf](#)

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

Presentation, possible action, and discussion of minutes for:
· May 28, 2015 Workshop
· May 28, 2015 Regular Council Meeting

Relationship to Strategic Goals:
• Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:
· May 28, 2015 Workshop
· May 28, 2015 Regular Council Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
MAY 28, 2015

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

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, May 28, 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, the College Station City Council convened into Executive Session at 4:30 p.m. on Thursday, May 28, 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

- 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.

The Executive Session adjourned at 5:10 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.

Item 2j was pulled for clarification.

(2j): Donald Harmon, Director of Public Works, clarified that the money was dedicated for capital improvements and could not be used for general road repair and maintenance.

5. Presentation, possible action and discussion on the 2015 Bond Citizen Advisory Committee's prioritized project recommendations for the potential 2015 Bond Election.

Aubrey Nettles, Special Projects Coordinator, reported that after several months of research and deliberation, the Committee has a final list of recommended projects for the proposed November 2015 Bond Election for the Council's consideration.

Committee Chair Rod Thornton and Co-chair William Smith outlined the committee recommendations. Tier 1 Projects will not require a tax increase and includes:

- Construction of New Police Station
- UPRR Grade Crossings and Roadway Improvements
- Construction of Fire Station #7
- System Wide Park Improvements
- Neighborhood School Safety Improvements at Holick, Park Place, Anna, and Glad
- Traffic Signals
- Sidewalks/Oversized Participation Funds
- FM 2818 Capacity Improvements

Tier 2 Projects anticipate a tax rate impact of 3.6 cents and include:

- Greens Prairie Road Intersection and Roadway Improvements
- Greens Prairie & Royder Roadway Safety Improvements

The Tier 3 Project is a Community Center with an anticipated tax rate impact of 1.5 cents.

6. Council Calendar

Council reviewed the calendar.

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

There were no future agenda items.

8. 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.

Councilmember Nichols reported on the Brazos County Health Department Board.

Councilmember Brick reported on the Transportation and Mobility Committee and the Chamber Transportation Committee.

Councilmember Mooney reported on the Convention and Visitors Bureau.

9. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 6:40 p.m. on Thursday, May 28, 2015.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
MAY 28, 2015

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

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

City Staff:

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

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Berry at 7:00 p.m. on Thursday, May 28, 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.

Scout Mark Johnson, with Troop 102, led the assembly in the Pledge.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Aldrich, the City Council voted six (6) for and none (0) opposed, to approve the Absence Request by Councilmember Schultz. The motion carried unanimously.

Presentation regarding Arts Council awarding a total of \$10,000 in scholarship funds to five graduating seniors pursuing further education in the arts at the college level.

Chris Dyer, CEO of the Arts Council, presented scholarship grants in the amount of \$2,000 each to Regan Schulman, Savannah Troy, Jared Lascurain, Amber Macha, and Nathan Paine.

Citizen Comments

Ben Roper, 5449 Prairie Dawn Ct., came before Council to honor the service and sacrifice of Sgt. Henry Ybarra, III.

Judith Beckman, 9301 Amberwood Ct., spoke to the Appraisal District about why her property was being appraised higher than was legally allowed. The person she spoke with allowed her to leave thinking fraud was being perpetuated against her.

Jerry Kieschnick, P.O. Box 200, Wellborn, said they are the apparent low bidder of the hike and bike trail and wanted to voice their support.

CONSENT AGENDA

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

- May 18, 2015 Workshop
- May 18, 2015 Regular Council Meeting

2b. Presentation, possible action, and discussion regarding an annual agreement between City of College Station and Texas A&M University for Fitlife testing for Fire Fighters in the amount of \$52,200.

2c. Presentation, possible action and discussion regarding construction contract 15-200 with Brazos Paving, Inc., in the amount of \$478,339.25 for the extension of Eisenhower Street from Ash Street to Lincoln Avenue.

2d. Presentation, possible action, and discussion on consideration of Ordinance 2015-3660, amending Chapter 10, "Traffic Code," Section 2(K) of the Code of Ordinances of the City of College Station to prohibit right turns on red from southbound Texas Avenue to westbound University Drive.

2e. Presentation, possible action and discussion regarding a professional services contract (contract number 15300244) with Kimley-Horn and Associates, Inc. in the amount of \$405,900 for the professional engineering services related to the design of the first two phases of the Francis Drive Rehabilitation Project.

2f. Presentation, possible action, and discussion regarding approval of Resolution 05-28-15-2f, establishing a Joint Annexation Task Force to update the timing, priorities, and phasing of future annexations.

2g. Presentation, possible action, and discussion on the second reading of Ordinance 2015-3661, a non-exclusive Pipeline Franchise Ordinance for Oil and Gas Operations with Halcón Field Services, LLC to construct, operate, maintain, remove, replace, and repair pipeline facilities, together with equipment and appurtenances thereto, for the transportation of petroleum products and byproducts.

2h. Presentation, possible action, and discussion on an interlocal agreement (ILA) with Brazos County and the City of Bryan to apply and accept a U.S. Department of Justice, 2015 Justice Assistance Grant (JAG).

2i. Presentation, possible action, and discussion concerning the adoption of Resolution 05-28-15-2i, of the City Council of the City of College Station, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division, regarding the Company's 2014 and 2015 rate review mechanism filings and approving a settlement agreement with attached rate tariffs and proof of revenues.

2j. Presentation, possible action, and discussion regarding construction contract 15-109 with Kieschnick General Contractors, Inc., in the amount of \$3,187,342 for a hike and bike trail from Creek View Park to Lick Creek Park.

2k. Presentation, possible action and discussion on a license agreement and pole attachment agreement with ExteNet for the installation and operation of a Distributed Antenna System (DAS).

Item 2j was pulled for a separate vote.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Nichols, the City Council voted six (6) for and none (0) opposed, to approve the Consent Agenda, less item 2j. The motion carried unanimously.

(2j) MOTION: Upon a motion made by Councilmember Brick and a second by Mayor Berry, the City Council voted six (6) for and none (0) opposed, to remove this item from the table. The motion carried unanimously.

(2j) MOTION: Upon a motion made by Councilmember Mooney and a second by Councilmember Brick, the City Council voted one (1) for and five (5) opposed, with Mayor Berry and Councilmembers Brick, Aldrich, Mooney, and Nichols voting against, to deny the construction contract 15-109 with Kieschnick General Contractors, Inc., in the amount of \$3,187,342 for a hike and bike trail from Creek View Park to Lick Creek Park. The motion failed.

(2j) MOTION: Upon a motion made by Councilmember Brick and a second by Councilmember Nichols, the City Council voted five (5) for and one (1) opposed, with Councilmember Benham voting against, to approve the construction contract 15-109 with Kieschnick General Contractors, Inc., in the amount of \$3,187,342 for a hike and bike trail from Creek View Park to Lick Creek Park. The motion carried.

REGULAR AGENDA

1. Public hearing, presentation, possible action, and discussion regarding Ordinance 2015-3662, 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 E Estate to RS Restricted Suburban for approximately

63 acres being specifically Robert Stevenson League, Abstract Number 54, College Station, Brazos County, Texas, said tract being the remainder of a called 101.322 acre tract of land as described by a surface exchange deed to Esther Jane Grant McDougal recorded in Volume 4027, Page 29 of the Official Public Records of Brazos County, Texas, generally located at 3590 Greens Prairie Road West, more generally located north of Greens Prairie Road West and west of the Castlegate II Subdivision.

Jessica Bullock, Planning and Development, stated that this request is to rezone the subject property from Estate to Restricted Suburban.

The Planning and Zoning Commission considered this item at their May 7, 2015 meeting and voted 5-0 to recommend approval of the rezoning. Staff also recommends approval.

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

Mark Humphrey, 4406 Regal Oaks Dr., representing the Sweet Water HOA, referenced an email he sent earlier, and voiced their opposition to the connection to Forest Ridge Road. It will change the character of their neighborhood and will also affect the health and safety of the neighborhood.

Wallace Phillips, 4490 Castlegate Dr., stated the rezoning request does meet the City's plan. These will be larger lots than Castlegate II. These will average 10,000 square feet. They brought in utilities to the property, and due to the land use plan, this will be a perfect fit for the infrastructure. There will be five exits in the future, with 300 home for each exit. It is congested now, but this will drop down to 268 exits per exit.

J.R. Torres, 4312 Velencia Ct., spoke in support of the rezoning. This will help the subdivision and draw people to the subdivision.

Veronica Morgan, Mitchell and Morgan Engineering, 3204 Earl Rudder Frwy., representing the applicant, stated that traffic should not be an issue due to the increased number of exits. There should be sufficient ingress/egress for these new residents. It is in compliance with the plan.

Shane Lechler, 26 15 Chillingham Ct., spoke on behalf of the Castlegate II subdivision and voiced their opposition to the rezoning. The property is easily marketable as estate lots. Builders, home buyers, etc. paid premium rates for Castlegate II lots and were given the impression that the property would be estate lots. He voiced other concerns related to traffic congestion. Only two people received notification of the rezoning.

Kyle Grant, 4741 Johnson Creek Loop, spoke in support of the rezoning. There is a high demand for these houses. The property has been sitting there undeveloped since 2001, which shows there is no demand for estate lots.

Jane Cohen, 3655 McCullough Rd., spoke against the development as it is shown. She has concerns that the analysis is incorrect. Lots near her property are one to five acre lots. She said it is not comparable to similar areas. There is a desire for estate lots. Let Wellborn retain some of its rural characteristics.

Dr. Mariah Shelton, 2504 Hailes Ln., said she moved back to College Station from Florida because she wanted the Aggie spirit and a small community. The people who have argued for rezoning stand to make a lot of money. There is a tremendous drainage issue in Castlegate II, and more homes will make the problem worse.

Thomas Rogers, Jr., 4400 Royal Oaks, asked for an exclusion on the road going through their subdivision as a main thoroughfare. It was not constructed to withstand that much traffic, and there are no sidewalks.

There being no further comments, the Public Hearing was closed at 7:56 p.m.

A motion was made by Councilmember Nichols and seconded by Councilmember Mooney to adopt Ordinance 2015-3662, 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 E Estate to RS Restricted Suburban for approximately 63 acres being specifically Robert Stevenson League, Abstract Number 54, College Station, Brazos County, Texas, said tract being the remainder of a called 101.322 acre tract of land as described by a surface exchange deed to Esther Jane Grant McDougal recorded in Volume 4027, Page 29 of the Official Public Records of Brazos County, Texas, generally located at 3590 Greens Prairie Road West, more generally located north of Greens Prairie Road West and west of the Castlegate II Subdivision, conditioned on the road approaching Sweet Water Forest at Forest Ridge Road terminating as a cul de sac. The motion was withdrawn.

A motion made by Councilmember Nichols and a second by Mayor Berry to adopt Ordinance 2015-3662, 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 E Estate to RS Restricted Suburban for approximately 63 acres being specifically Robert Stevenson League, Abstract Number 54, College Station, Brazos County, Texas, said tract being the remainder of a called 101.322 acre tract of land as described by a surface exchange deed to Esther Jane Grant McDougal recorded in Volume 4027, Page 29 of the Official Public Records of Brazos County, Texas, generally located at 3590 Greens Prairie Road West, more generally located north of Greens Prairie Road West and west of the Castlegate II Subdivision.

At approximately 8:31 p.m., Mayor Berry re-opened the Public Hearing.

Jane Cohen, 3655 McCullough Rd., noted that McCullough Road is a dead end and is not a thoroughfare in the Wellborn Plan.

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

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Mooney, the City Council voted none (0) for and six (6) opposed to amend Ordinance 2015-3662, by extending the existing Forest Ridge Drive and terminating it in a cul de sac. The motion failed.

MOTION: Upon a motion made by Councilmember Nichols and a second by Mayor Berry, the City Council voted four (4) for and two (2) opposed, with Councilmembers Aldrich and Mooney

voting against, to adopt Ordinance 2015-3662, 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 E Estate to RS Restricted Suburban for approximately 63 acres being specifically Robert Stevenson League, Abstract Number 54, College Station, Brazos County, Texas, said tract being the remainder of a called 101.322 acre tract of land as described by a surface exchange deed to Esther Jane Grant McDougal recorded in Volume 4027, Page 29 of the Official Public Records of Brazos County, Texas, generally located at 3590 Greens Prairie Road West, more generally located north of Greens Prairie Road West and west of the Castlegate II Subdivision. The motion carried.

2. Public hearing, presentation, possible action, and discussion regarding Ordinance 2015-3663, amending Chapter 12, "Unified Development Ordinance," Article 2, "Development Review Bodies," and Article 7, "General Development Standards," of the Code of Ordinances of the City of College Station, Texas by revising the Non-Residential Architectural Standards and related standards and processes.

At 8:50 p.m., the Mayor reconvened the meeting.

Jason Schubert, Planning and Development, reported that the Non-residential Architecture Standards were originally created as an economic development effort and some revisions to the Potential UDO amendments were identified in the Planning & Development Services Organization Review performed by Marsh Darcy Partners in 2013. It was noted that the business community feels the NRA and landscaping standards are too complex, difficult to understand and apply in too many circumstances. While both the Council and the business community value the higher standards expected, the business community wonders if there a simpler way to get the same result. The Planning & Zoning Commission Plan of Work also calls for a review of the existing NRA standards to evaluate if updates are needed to reflect current practices and allow more flexibility in design. This ordinance amendment seeks to overhaul the standards to simplify and realign them to reflect the direction received during the amendment process and to address issues identified over the years through application of the standards.

The Bicycle, Pedestrian & Greenways Advisory Board considered the portion of the amendment related to bicycle and pedestrian standards at their May 4, 2015 meeting. The Board recommended approval (6-0) with the condition that a reference be provided to Alternative Parking Plans and the pedestrian plaza requirement be retained for sites or building plots in excess of 10 acres, while removing the allowance for seating in the parking landscape areas to qualify as one of the three minimum plaza elements.

The Planning & Zoning Commission considered this item at their May 7, 2015 meeting and recommended approval (5-0) with the changes recommended by the Bicycle, Pedestrian & Greenways Advisory Board. The recommended changes have been incorporated into the proposed ordinance.

At approximately 9:06 p.m., Mayor Berry opened the Public Hearing.

Veronica Morgan, 3204 Earl Rudder Frwy., stated that her concerns are related to warehousing facilities meeting architectural restrictions. There is no opportunity put in a bay window or

awning for these types of facilities. There are limited areas where those facilities can go due to restrictive zoning. There are architectural elements that do not have a real purpose.

Andrew Hawkins, 1911 Bee Creek Dr., said these changes are a good start, and we are headed in right direction.

Jane Kee, Planning and Zoning Chair, gave kudos to the staff for their efforts.

There being no further comments, the Public Hearing was closed at 9:11 p.m.

MOTION: Upon a motion made by Councilmember Aldrich and a second by Councilmember Benham, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2015-3663, amending Chapter 12, "Unified Development Ordinance," Article 2, "Development Review Bodies," and Article 7, "General Development Standards," of the Code of Ordinances of the City of College Station, Texas by revising the Non-Residential Architectural Standards and related standards and processes. The motion carried unanimously.

3. Presentation, possible action, and discussion regarding the appointment of three City Council members and a Chair to the Joint Annexation Task Force.

This item was taken up before Item #2, and was followed by a brief recess at 8:45 p.m.

MOTION: Upon a motion made by Mayor Berry and a second by Councilmember Brick, the City Council voted five (5) for and none (0) opposed, with Councilmember Benham absent from the dais, to appoint Mayor Berry, Councilmember Aldrich, and Councilmember Nichols to the Joint Annexation Task Force. The motion carried unanimously.

MOTION: Upon a motion made by Councilmember Nichols and a second by Councilmember Aldrich, the City Council voted five (5) for and none (0) opposed, with Councilmember Benham absent from the dais, to Mayor Berry as Chair of the Joint Annexation Task Force. The motion carried unanimously.

4. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 9:13 p.m. on Thursday, May 28, 2015.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary



Legislation Details (With Text)

File #: 15-0251 **Version:** 1 **Name:** Traffic Control Device
Type: Ordinance **Status:** Consent Agenda
File created: 5/13/2015 **In control:** City Council Regular
On agenda: 6/25/2015 **Final action:**
Title: Presentation, possible action, and discussion on an ordinance amending Chapter 10, Section 2 "Traffic Control Devices", G "Bike Lanes and Bike Prohibitions" and "Traffic Schedule VI - Bike Lanes and Bike Prohibitions" of the Code of Ordinances of the City of College Station, Texas, providing a severability clause; declaring a penalty; and providing an effective date.
Sponsors: Scott McCollum
Indexes:
Code sections:
Attachments: [Chapter 10 Sec 2 Bike Lanes Ord Amend 12-22-14.pdf](#)
[Exhibit B Sch VI BikeLanes.pdf](#)

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

Presentation, possible action, and discussion on an ordinance amending Chapter 10, Section 2 "Traffic Control Devices", G "Bike Lanes and Bike Prohibitions" and "Traffic Schedule VI - Bike Lanes and Bike Prohibitions" of the Code of Ordinances of the City of College Station, Texas, providing a severability clause; declaring a penalty; and providing an effective date.

Relationship to Strategic Goals:

- Good Governance
- Neighborhood Integrity
- Sustainable City

Recommendation(s): Staff recommends approval of the amendments regarding City ordinance Chapter 10 "Traffic Code."

Summary: The purpose of the proposed modification is to make the ordinance more clear that it is illegal to drive a vehicle in a designated bike lane. The proposed change will provide officers the ability to take enforcement measures to reduce the likelihood of vehicles interacting with bicycles while in the designated bike lane.

Budget & Financial Summary: N/A

Attachments:

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", SECTION 2 "TRAFFIC CONTROL DEVICES", G "BIKE LANES AND BIKE PROHIBITIONS", AND "TRAFFIC SCHEDULE VI –BIKE LANES AND BIKE PROHIBITIONS" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 10, "Traffic Code", Section 2 "Traffic Control Devices", G "Bike Lanes and Bike Prohibitions", and "Traffic Schedule VI –Bike Lanes and Bike Prohibitions" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "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 liable for a civil offense or guilty of a Class C misdemeanor, and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), or upon conviction thereof, shall be punished by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Said Ordinance becomes effective ten (10) days after date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

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

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT “A”

That Chapter 10, “Traffic Code”, Section 2 “Traffic Control Devices”, G “Bike Lanes and Bike Prohibitions”, “Traffic Schedule VI –Bike Lanes and Bike Prohibitions”, is hereby amended as follows:

G. Bike Lanes and Bike Prohibitions

- (1) The City may designate certain City streets as having bike lanes. The City may prohibit bicycle travel on other City streets. The designated bike lanes and bicycle prohibitions for the City are controlled using devices within the Texas Manual on Uniform Traffic Control Devices.
- (2) The designated bike lanes and bicycle prohibitions are established in Traffic Schedule VI – “Bike Lanes and Bike Prohibitions” and it is adopted and incorporated in this Code as if set out at length herein. The schedule may be amended from time to time by ordinance of the City Council and will be maintained by the City Secretary at all times.

(3) Bike Lane Violations

- (a) It shall be unlawful for any person to drive, park, stop or stand any motor vehicle in any bike lanes designated in Traffic Schedule VI – “Bike Lanes and Bike Prohibitions”, unless parking is allowed as designated in section 10-4. D of this Code of Ordinances.
- (b) It shall be unlawful for any person to ride a bicycle on any street prohibited under Traffic Schedule VI – “Bike Lanes and Bike Prohibitions”.

EXHIBIT “B”

That Chapter 10, “Traffic Code”, Section 2 “Traffic Control Devices”, G “Bike Lanes and Bike Prohibitions”, “Traffic Schedule VI –Bike Lanes and Bike Prohibitions”, is hereby amended as follows:

“Traffic Schedule VI –Bike Lanes and Bike Prohibitions”

Row Labels

Anderson St
Appomattox Dr 1
Arnold Rd
Arrington Rd
Barron Rd
Bizzell St
Bizzell St / Lamar St
Central Park Ln
Clark St
Coke St
College Main
Dartmouth St
Dartmouth St N
Deacon Dr
DEACON DRIVE W
Decatur Dr
Eagle Avenue
Emerald Pkwy
George Bush Dr
George Bush Dr E
Graham Rd
Healing Way
Holleman Dr
Holleman Dr E
Houston St
Houston St.
Houston/Ross St
Joe Routt Blvd
John Kimbrough Blvd
Johns-Butler Rd
Jones St
Jones-Butler Rd
Krenek Tap Rd
Lakeway Dr
Lakeway Dr 2
Lakeway Drive
Lamar St
Lewis St
Lincoln Ave
Longmire Ct
Longmire Dr
Marian Pugh Dr
Marion Pugh Dr
Medical Avenue

New Main Dr
Normand Drive
Old Main Dr
Olsen Blvd
Pemberthy Blvd
Penberthy Blvd
Rio Grande Blvd
Ross St
Scott and White Drive
Sebesta Rd
Throckmorton St
Tom Chandler Dr
Towers Parkway
Victoria Ave
Victoria Ave E
Victoria Ave W
Victoria Dr
Walton Dr
Welsh Ave
William D Fitch Pkway
(blank)

Grand Total

OBJECTID	Road_Name	Miles	Manager	Priority	Status	Construct_
6	Olsen Blvd	0.37502351	TAMU		Bike Lane Existing	
7	Olsen Blvd	0.79163290	TAMU		Bike Lane Existing	
15	Jones-Butler Rd	0.22561353		Short-term	Bike Lane Existing	9/1/2014
16	Johns-Butler Rd	0.48465991			Bike Lane Existing	
18	Marion Pugh Dr	0.25305641			Bike Lane Existing	
19	Marian Pugh Dr	0.43182628			Bike Lane Existing	
23	Old Main Dr	0.06313514	TAMU		Bike Lane Existing	
26	Houston St.	0.18146117	TAMU		Bike Lane Existing	
27	Houston/Ross St	0.17337462	TAMU		Bike Lane Existing	
28	Ross St	0.44133895	TAMU		Bike Lane Existing	
29	Coke St	0.04886380	TAMU		Bike Lane Existing	
30	Joe Routt Blvd	0.04139863	TAMU		Bike Lane Existing	
31	Joe Routt Blvd	0.09487310	TAMU		Bike Lane Existing	
32	Houston St	0.10383231	TAMU		Bike Lane Existing	
33	Houston St	0.41952302	TAMU		Bike Lane Existing	
34	Joe Routt Blvd	0.01164556	TAMU		Bike Lane Existing	
35	Coke St	0.24035036	TAMU		Bike Lane Existing	
36	Throckmorton St	0.25002384	TAMU		Bike Lane Existing	
37	Coke St	0.15630237	TAMU		Bike Lane Existing	
42	Welsh Ave	0.33327102			Bike Lane Existing	
43	Welsh Ave	0.12456176			Bike Lane Existing	
51	Welsh Ave	0.21367277			Bike Lane Existing	
52	Welsh Ave	0.32613952			Bike Lane Existing	
53	Welsh Ave	0.48516125			Bike Lane Existing	
54	Welsh Ave	0.36316556			Bike Lane Existing	
58	Deacon Dr	0.54590235			Bike Lane Existing	
59	Deacon Dr	0.43579711			Bike Lane Existing	
65	Rio Grande Blvd	0.18595350			Bike Lane Existing	
66	Rio Grande Blvd	0.21136645			Bike Lane Existing	
67	Rio Grande Blvd	0.28038995			Bike Lane Existing	
68	Rio Grande Blvd	0.25170990			Bike Lane Existing	
70	Longmire Dr	0.33814195			Bike Lane Existing	
71	Longmire Dr	0.21961343			Bike Lane Existing	
72	Jones St	0.24899411	TAMU		Bike Lane Existing	
73	Lamar St	0.23211640	TAMU		Bike Lane Existing	
74	Old Main Dr	0.06665597	TAMU		Bike Lane Existing	
75	Lamar St	0.09771909	TAMU		Bike Lane Existing	
76	Old Main Dr	0.17647606	TAMU		Bike Lane Existing	
78	George Bush Dr	0.26021234			Bike Lane Existing	
79	George Bush Dr	0.16169010			Bike Lane Existing	
82	College Main	0.28963669			Bike Lane Existing	
83	College Main	0.08360459			Bike Lane Existing	
100	Lincoln Ave	0.16888201			Bike Lane Existing	
104	New Main Dr	0.40304295	TAMU		Bike Lane Existing	
107	George Bush Dr	0.07436038			Bike Lane Existing	
108	George Bush Dr	0.29814193			Bike Lane Existing	

109 George Bush Dr	0.26855000	Bike Lane Existing
110 George Bush Dr	0.27758561	Bike Lane Existing
111 Anderson St	0.26587267	Bike Lane Existing
115 Holleman Dr	0.39488340	Bike Lane Existing
116 Holleman Dr	0.12318628	Bike Lane Existing
123 George Bush Dr E	0.28243722	Bike Lane Existing
125 George Bush Dr E	0.16712048	Bike Lane Existing
126 George Bush Dr E	0.11691068	Bike Lane Existing
134 Holleman Dr E	0.48168451	Bike Lane Existing
135 Holleman Dr	0.30082606	Bike Lane Existing
136 Anderson St	0.37575502	Bike Lane Existing
137 Holleman Dr	0.21369820	Bike Lane Existing
138 Anderson St	0.18615455	Bike Lane Existing
139 Anderson St	0.06324457	Bike Lane Existing
140 Anderson St	0.32367752	Bike Lane Existing
143 George Bush Dr E	0.09633093	Bike Lane Existing
144 George Bush Dr E	0.14544681	Bike Lane Existing
166 Holleman Dr E	0.32298578	Bike Lane Existing
167 Central Park Ln	0.18922230	Bike Lane Existing
175 Emerald Pkwy	0.06229608	Bike Lane Existing
180 Sebesta Rd	0.35906170	Bike Lane Existing
186 Barron Rd	0.24543861	Bike Lane Existing
187 Barron Rd	0.28452943	Bike Lane Existing
188 Barron Rd	0.74247957	Bike Lane Existing
211 William D Fitch Pkwy	0.72940025	Bike Lane Existing
221 Central Park Ln	0.30046130	Bike Lane Existing
223 Krenek Tap Rd	0.20292781	Bike Lane Existing
224 Krenek Tap Rd	0.15976153	Bike Lane Existing
225 Krenek Tap Rd	0.29082656	Bike Lane Existing
226 Dartmouth St	0.29829588	Bike Lane Existing
228 Anderson St	0.33474193	Bike Lane Existing
236 Welsh Ave	0.02991153	Bike Lane Existing
238 Welsh Ave	0.20613991	Bike Lane Existing
240 Rio Grande Blvd	0.17972863	Bike Lane Existing
244 Dartmouth St	0.40520238	Bike Lane Existing
253 Longmire Dr	0.09771095	Bike Lane Existing
255 Deacon Dr	0.12966872	Bike Lane Existing
256 Longmire Dr	0.42065944	Bike Lane Existing
257 Deacon Dr	0.47904979	Bike Lane Existing
258 Welsh Ave	0.18557171	Bike Lane Existing
261 Victoria Ave	0.29921533	Bike Lane Existing
262 Victoria Dr	0.09373571	Bike Lane Existing
266 Victoria Ave	0.27333074	Bike Lane Existing
272 Graham Rd	0.27795231	Bike Lane Existing
273 Graham Rd	0.45523906	Bike Lane Existing
296 Penberthy Blvd	0.40384625	Bike Lane Existing
301 Longmire Ct	0.10334017	Bike Lane Existing

9/1/2014

326 Bizzell St	0.24438650	TAMU		Bike Lane Existing	
327 Bizzell St / Lamar St	0.45948581	TAMU		Bike Lane Existing	
331 Emerald Pkwy	0.28783833			Bike Lane Existing	
338 Graham Rd	0.74096832			Bike Lane Existing	
339 Graham Rd	0.18586342			Bike Lane Existing	
345 Arrington Rd	0.59586267			Bike Lane Existing	
346 Arrington Rd	0.50866255			Bike Lane Existing	
349 Walton Dr	0.35888804			Bike Lane Existing	
350	0.35832271			Bike Lane Existing	
356 Sebesta Rd	0.45111218			Bike Lane Existing	
357 Emerald Pkwy	0.14658456			Bike Lane Existing	
360 Lamar St	0.17639694	TAMU		Bike Lane Existing	
361 Lewis St	0.28798662	TAMU		Bike Lane Existing	
362 Clark St	0.12296113	TAMU		Bike Lane Existing	
363 Joe Routt Blvd	0.24436278	TAMU		Bike Lane Existing	
364 John Kimbrough Blvd	0.20056979	TAMU		Bike Lane Existing	
365 John Kimbrough Blvd	0.27832901	TAMU		Bike Lane Existing	
366 John Kimbrough Blvd	0.25128553	TAMU		Bike Lane Existing	
367 John Kimbrough Blvd	0.34747221	TAMU		Bike Lane Existing	
368 Penberthy Blvd	0.25017771	TAMU		Bike Lane Existing	
369 Pemberthy Blvd	0.26135938	TAMU		Bike Lane Existing	
370 Tom Chandler Dr	0.27560709	TAMU		Bike Lane Existing	
371 Joe Routt Blvd	0.24437623	TAMU		Bike Lane Existing	
372 Lewis St	0.28798199	TAMU		Bike Lane Existing	
373 Lincoln Ave	0.14159271			Bike Lane Existing	
376 Decatur Dr	0.24711868			Bike Lane Existing	
377 Longmire Dr	0.35377882			Bike Lane Existing	
99 Lincoln Ave	0.48141637		Short-term	Bike Lane Existing	
1786 Lincoln Ave	0.33691596		Short-term	Bike Lane Existing	
479 Holleman Dr	0.28209687			Bike Lane Existing	
4588 Healing Way	0.18176059		Near-term	Bike Lane Existing	
393 Scott and White Drive	0.26924226		Near-term	Bike Lane Existing	
394 Medical Avenue	0.37066004		Near-term	Bike Lane Existing	
310 Victoria Ave E	0.57968405		Short-term	Bike Lane Existing	9/1/2014
313 Victoria Ave	0.38524292			Bike Lane Existing	6/1/2012
184 Victoria Ave	0.79581770			Bike Lane Existing	
314 Victoria Ave	0.35740601			Bike Lane Existing	6/1/2012
5388 Lakeway Dr	0.22281224		Near-term	Bike Lane Existing	
5790 Appomattox Dr 1	0.24314751		Short-term	Bike Lane Existing	9/1/2009
340 Longmire Dr	0.14801598			Bike Lane Existing	
254 Longmire Dr	0.03519720			Bike Lane Existing	
294 Longmire Dr	0.20488088			Bike Lane Existing	
271 Arnold Rd	0.21871049		Near-term	Bike Lane Existing	
7388 Normand Drive	0.13603594		Short-term	Bike Lane Existing	
7789 Towers Parkway	0.09181237		Near-term	Bike Lane Existing	
428 DEACON DRIVE W	0.41641901		Near-term	Bike Lane Existing	
341 Longmire Dr	0.71796647			Bike Lane Existing	

539 Eagle Avenue	1.70909236	Short-term	Bike Lane Existing	9/15/2012
342 Longmire Dr	0.10067048		Bike Lane Existing	
343 Barron Rd	0.16258361		Bike Lane Existing	
344 Barron Rd	0.21292580		Bike Lane Existing	
7391 Lakeway Drive	0.58840470	Near-term	Bike Lane Existing	
9791 Lakeway Dr 2	0.47955259	Near-term	Bike Lane Existing	
9792 Victoria Ave W	0.28074514	Near-term	Bike Lane Existing	9/1/2014
9793 Dartmouth St N	0.34253343	Short-term	Bike Lane Existing	9/1/2014

Shape_len

1980.12415257000
4179.82174452000
1191.23948142000
2559.00434451000
1336.13785649000
2280.04276354000
333.35355833500
958.11500038700
915.41802844100
2330.26968678000
258.00086561000
218.58478966600
500.92998206300
548.23464180000
2215.08159829000
61.48860595960
1269.04991716000
1320.12590445000
825.27656431200
1759.67099141000
657.68612083100
1128.19223534000
1722.01668750000
2561.65144900000
1917.51419405000
2882.36440827000
2301.00879020000
981.83453084900
1116.01487123000
1480.45893852000
1329.02830822000
1785.38953901000
1159.55891552000
1314.68894472000
1225.57462886000
351.94354501300
515.95681006900
931.79361578500
1373.92118343000
853.72376979000
1529.28172421000
441.43224503100
891.69703738700
2128.06681989000
392.62281550800
1574.18943042000

1417.94401569000
1465.65205715000
1403.80772571000
2084.98435397000
650.42360718900
1491.26857042000
882.39614916300
617.28839501600
2543.29424765000
1588.36164758000
1983.98650759000
1128.32651061000
982.89603633300
333.93132997100
1709.01735478000
508.62731053700
767.95916276600
1705.36496361000
999.09378729200
328.92331941500
1895.84578392000
1295.91587810000
1502.31543753000
3920.29215938000
3851.23336615000
1586.43569138000
1071.45888482000
843.54088505700
1535.56425715000
1575.00225331000
1767.43742223000
157.93292751900
1088.41874498000
948.96718275500
2139.46859011000
515.91381768400
684.65086869200
2221.08188151000
2529.38293316000
979.81865180400
1579.85696057000
494.92458892000
1443.18634792000
1467.58822391000
2403.66225560000
2132.30823418000
545.63612448000

1290.36075019000
2426.08510941000
1519.78642639000
3912.31276869000
981.35888942900
3146.15492749000
2685.73829383000
1894.92887275000
1891.94391944000
2381.87232372000
773.96652686800
931.37587985300
1520.56939718000
649.23479593300
1290.23551947000
1059.00851382000
1469.57718057000
1326.78760761000
1834.65331416000
1320.93835301000
1379.97753907000
1455.20544602000
1290.30652223000
1520.54495096000
747.60951153400
1304.78664036000
1867.95217675000
2541.87843375000
1778.91629302000
1489.47150642000
959.69594406900
1421.59915459000
1957.08501737000
3060.73180732000
2034.08261827000
4201.91749317000
1887.10376370000
1176.44867569000
1283.81886000000
781.52438768300
185.84126245300
1081.77108158000
1154.79140193000
718.26979568900
484.76934017500
2198.69238370000
3790.86300285000

9024.00768673000
531.54015139200
858.44149774700
1124.24826508000
3106.77681664000
2532.03768644000
1482.33434469000
1808.57651440000

Road Name	To	From
Anderson Street	George Bush Drive (FM 2347)	Southwest Parkway
Appomattox Drive	200 ft northwest of Horsehaven Lane	Horsehaven Lane
Arnold Road	Normand Drive	100 ft northeast of Farah Drive
Arrington Road	Decatur Drive	William D Fitch Parkway (SH 40)
Arrington Road	Greens Prairie Road West	South Oaks Drive
Barron Road	William D Fitch Parkway (SH 40)	State Highway 6 Frontage Road
Central Park Lane	Colgate Drive	Krenek Tap Road
College Main	CS City Limits 80 ft north of Spruce Street	Patricia Street
Dartmouth Street	Southwest Parkway East	Harvey Mitchell Parkway South (FM 2818)
Dartmouth Street	Harvey Road (SH 30)	Holleman Drive East
Deacon Drive	Wellborn Road (FM 2154)	Texas Avenue South (SH B6-R)
Deacon Drive West	Holleman Drive South	General Parkway
Decatur Drive	150 ft Southeast of Alexadria Avenue	Arrington Road
Eagle Avenue	William D Fitch Parkway (SH 40)	State Highway 6 Frontage Road
Emerald Parkway	Rosewood Drive	Bent Oak Street
Etonbury Avenue	140 ft northwest of Warkworth Lane	140 ft southeast of Goodrich Court
General Parkway	Deacon Drive West	100 ft northwest of Capps Drive
George Bush Drive (FM 2347)	Wellborn Road (FM 2154)	Texas Avenue South (SH B6-R)
George Bush Drive East	Texas Avenue South (SH B6-R)	Holleman Drive East
Graham Rd	Wellborn Road (FM 2154)	State Highway 6 Frontage Road
Healing Way	Scott & White Drive	Lakeway Drive
Holleman Drive	Oney Hervey Drive	650 ft southwest of Texas Avenue South (SH B6-R)
Holleman Drive	George Bush Drive East	1,600 ft southwest of State Highway 6 Frontage Road
Jones-Butler Rd	George Bush Drive (FM 2347)	Harvey Mitchell Parkway (FM 2818) Access Road
Krenek Tap Road	Texas Avenue South (SH B6-R)	1,850 ft southwest of State Highway 6 Frontage Road
Lakeway Drive	State Highway 6 South Frontage Road	100 ft southeast of Medical Avenue
Lakeway Drive	Venture Drive	Technology Way
Lakeway Drive	1,850 ft northwest of William D Fitch Parkway	Agate Drive
Lincoln Avenue	Texas Avenue South (SH B6-R)	University Drive East (FM 60)
Longmire Court	500 ft northwest of Valley View Drive	Valley View Drive
Longmire Drive	Valley View Drive	200 ft southeast of Brothers Boulevard
Longmire Drive	1,050 ft northwest of Deacon Drive	400 ft northwest of Rock Prairie Road
Longmire Drive	280 ft southeast of Rock Prairie Road	Barron Road
Marian Pugh Drive	350 ft Southeast of George Bush Drive (FM 2347)	Holleman Drive West
Medical Avenue	Rock Prairie Road	Lakeway Drive
Normand Drive	Rock Prairie Road	Arnold Road
Rio Grande Blvd	Harvey Mitchell Parkway South (FM 2818)	Santa Rita Court
Rio Grande Blvd	Ponderosa Drive	Rock Prairie Road
Royder Road	Greens Prairie Trail	650 ft southeast of Greens Prairie Trail
Scott and White Drive	State Highway 6 South Frontage Road	Rock Prairie Road
Sebesta Road	State Highway 6 South Frontage Road	Sandstone Drive
Towers Parkway	140 ft northwest of Old Ironside Drive	140 ft southeast of Hayes Lane
University Drive East (FM 60)	State Highway 6 South Frontage Road	The City Limit southwest of Boonville Road (FM 158)
Victoria Avenue	Abbey Lane	William D Fitch Parkway (SH 40)
Victoria Avenue	William D Fitch Parkway (SH 40)	600 ft southwest of Etonbury Lane
Walton Drive	Texas Avenue South (SH B6-R)	Nunn Street
Welsh Avenue	Holleman Drive	Rock Prairie Road
William D Fitch Pkway	State Highway 6 South Frontage Road	Pebble Creek Parkway



Legislation Details (With Text)

File #: 15-0266 **Version:** 1 **Name:** Ratification of Annual Electric System Construction & Maintenance Labor Contract

Type: Contract **Status:** Consent Agenda

File created: 5/19/2015 **In control:** City Council Regular

On agenda: 6/25/2015 **Final action:**

Title: Presentation, possible action, and discussion regarding ratification of renewal number 2 of contract #13-201 between the City of College Station and Grid Utility, LLC., in the amount of \$1,259,926.12 for Annual Electric System Construction & Maintenance Labor.

Sponsors: Timothy Crabb

Indexes:

Code sections:

Attachments: [Renewal Acceptance.pdf](#)

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

Presentation, possible action, and discussion regarding ratification of renewal number 2 of contract #13-201 between the City of College Station and Grid Utility, LLC., in the amount of \$1,259,926.12 for Annual Electric System Construction & Maintenance Labor.

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure

Recommendation(s):

Staff recommends ratification of the contract.

Summary:

On May 9, 2013, Contract 13-201 was awarded to Grid Utility, LLC for annual electric system construction & maintenance contract labor.

The Annual Electric System Construction & Maintenance Labor Contract is for supplemental labor and equipment to construct the required electric distribution line extensions, conversions, and maintenance of the City's electric distribution system for the designated twelve (12) month period. Estimated unit quantities were based upon 2012 work performed by the former contractor and were used to determine the annual estimate for labor cost.

This is the second and final possible renewal to this contract. Council ratification is requested to continue services.

Due to the cancellation of the June 11th Council meeting, and the expiration dates of the original contract, legal requested that the contract be routed through the City Manager's office for approval and then brought to Council for final approval and ratification.

Budget & Financial Summary:

Funds for this item are budgeted for as electric system capital improvements and conversions in the Electric Capital Improvement Project Funds.

Attachments:

Renewal #2 - ITB13-054, Contract 13-201



May 11, 2015

ATTN:
Greg Fox
Grid Utility, LLC.
4215-D Stuart Andrew Blvd.
Charlotte, NC 28217

RE: Renewal #2 – ITB 13-054, Contract 13-201
Annual Electric Construction and Maintenance Labor

Dear Mr. Fox,

The City of College Station appreciates the services provided by Grid Utility, LLC. this past year. We would like to exercise our option to renew the above referenced agreement for the term of June 3, 2015 through June 2, 2016.

If this meets with your company's approval, please complete the attached renewal agreement and return it via e-mail to hpavelka@cstx.gov or via fax (979-764-3899) no later than Friday, May 22, 2015. ***Please follow up by mailing 3 original signed copies to the following address:***

City of College Station
Purchasing Division
PO Box 9960
College Station, TX 77842

Sincerely,

Heather Pavelka
Buyer

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew ITB 13-054, Contract 13-201, Annual Electric Construction and Maintenance Labor, in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed One Million Two Hundred Fifty Nine Thousand Nine Hundred Twenty Six and 12/100 Dollars (\$1,259,926.12).

I understand this renewal term will be for the period beginning June 3, 2015 through June 2, 2016. This is the second and final renewal period.

GRID UTILITY, LLC.

CITY OF COLLEGE STATION

By: 
Printed Name: DAVID DECKER
Title: MANAGER
Date: MAY 15, 2015

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____



Legislation Details (With Text)

File #:	15-0273	Version:	1	Name:	Jack and Dorothy Miller Parks Playground Improvements
Type:	Presentation	Status:		Status:	Consent Agenda
File created:	5/22/2015	In control:		In control:	City Council Regular
On agenda:	6/25/2015	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on a construction contract with TF Harper, in the amount of \$204,651 for playground replacement at Jack and Dorothy Miller Park.				
Sponsors:	David Schmitz				
Indexes:					
Code sections:					
Attachments:	Playground Proposal 2 5 2 12 15.pdf Playground Proposal 5 12 2 12 15.pdf Sealed Drawings JD Miller.pdf				

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

Presentation, possible action, and discussion on a construction contract with TF Harper, in the amount of \$204,651 for playground replacement at Jack and Dorothy Miller Park.

Recommendation(s): Staff recommends approval and award of the construction contract with T.F. Harper., for playground replacement in the amount of \$204,651, and one hundred, twenty (120) construction days.

Summary: The proposed construction project includes removal of two (2) existing play structures, and installation of two (2) new play structures. Both play units will have a shade structures installed over them. The equipment will be installed within the old fall zone, with shredded bonded rubber surfacing.

Budget & Financial Summary: T.F. Harper; a Buy Board vendor, was asked to submit a quote for the removal and install of two play units with shade structures at Jack and Dorothy Miller Park. Buy Board vendors have been competitively procured, so members automatically have compliance with Texas local and state procurement requirements. Funds are available from the general fund allocated through the SLA process of the FY '15 budget.

Attachments:

1. Playground Proposal 2.5 2.12.15 and 12 2.12.15
2. Construction Contract with T.F. Harper, (on file in the City Secretary's Office)
3. Site maps/ Sealed Drawings



QUOTE

103 Red Bird Lane
Austin, Texas
78745-3122

TO: City of College Station Parks & Recreation Department
 Attn: Rusty Warncke
 Address: 1000 Krener Tap Road, College Station, Texas 77842
 Install Site:
 Phone: 979-764-9791
 Fax:
 Email: rwarncke@cstx.gov

CONTRACT #423-13
FOR PURCHASE THRU BUYBOARD.
PLEASE FAX YOUR PURCHASE ORDER
AND SIGNED QUOTE TO BUYBOARD
AND T.F. HARPER & ASSOCIATES LP
TO INSURE COMPLIANCE & RECEIPT
OF YOUR ORDER.

QUOTE #: 013015-105-tfh
 DATE: January 30, 2015

Jack & Dorothy Miller Park
2-5 Play Area

QTY	DESCRIPTION OF EQUIPMENT		TOTAL COST
1	Play Equipment #CL-0027		\$25,532.00
		Less Buyboard Discount	(\$2,553.00)
1	Freight on Above Equipment		\$1,958.00
1	Installation on Above Equipment		\$12,813.00
1	Remove existinig items within playground area for new installation		\$1,855.00
1330	Bonded Rubber Playground Fall Material with concrete base & drainage	Deduct for turf	\$24,140.00
1330	50 oz Artificial Turf Option with gravel base per manufacture & drainage Option (\$16054.00)	(\$8,086.00)	
1	30' x 38' Modern Shade 4 Post Canopy with 14' eave		\$6,972.00
	Installation		\$2,535.00
	Playground Sign	FREE	
	Add Bond Cost	\$2,607.00	\$2,931.00
	Additional Insurance Cost	\$1,630.00	\$1,832.00
	TOTAL	\$69,403.00	\$78,015.00

QUOTE IS VALID FOR 30 DAYS FROM DATE OF QUOTE OR FROM DATE OF REVISION.

NOT INCLUDED: Sales Tax, Permits/Bonds/Fees (if required), Site Work in Excess of Normal Installation (example: site prep - excavation/infill, concrete slab, french drains, excess rock removal), Sealed Engineered Drawings.

Any installation charges quoted are based upon a soil work site (not rocky) that is freely accessible by truck, no fencing, tree/landscaping or utility obstacles, etc.), and level (+/- 1-2% max slope). Any site work not expressly described is excluded. All underground utilities must be located and clearly marked before any work can begin. Installation of all products (equipment, borders, ground cover, amenities) are as quoted and approved by acceptance of quote/drawings. The installer is not responsible for any damages or re-work resulting from after-hours events or activities during the work in progress period. The customer is responsible for maintaining the integrity of completed installation work until components have seated and/or cured (concrete footings, etc.).

Payment Terms: 25% due (\$15936.25) with signed quote; Balance due upon completion of work and receipt of invoice.

Estimated Delivery: 7 to 10 weeks after receipt of order.

Accepted by: _____
 Date: _____ P.O. # (if applicable): _____

Thank you for giving us the opportunity to quote this equipment.

Tommy Harper

Commercial Play and Recreational Equipment

www.tfharper.com - - 800.976-0107 - - local: 512.440.0707 - - fax: 512.440.0736



QUOTE

103 Red Bird Lane
Austin, Texas
78745-3122

TO: City of College Station Parks & Recreation Department
 Attn: Rusty Warncke
 Address: 1000 Krener Tap Road, College Station, Texas 77842
 Install Site:
 Phone: 979-764-9791
 Fax:
 Email: rwarncke@cstx.gov

CONTRACT #423-13
FOR PURCHASE THRU BUYBOARD.
PLEASE FAX YOUR PURCHASE ORDER
AND SIGNED QUOTE TO BUYBOARD
AND T.F. HARPER & ASSOCIATES LP
TO INSURE COMPLIANCE & RECEIPT
OF YOUR ORDER.

QUOTE #: 013015-105-tfh
 DATE: January 30, 2015

Jack & Dorothy Miller Park
5-12 Play Area

QTY	DESCRIPTION OF EQUIPMENT		TOTAL COST
1	Play Equipment #CL-0002		\$24,569.00
1	Monarch Clear Climbing Wall		\$5,944.00
1	Sidewinder #41575		\$7,175.00
	Less Buyboard Discount		(\$3,279.00)
1	Freight on Above Equipment		\$2,359.00
1	Installation on Above Equipment		\$19,183.00
1	Remove existinig items within playground area for new installation & haul off		\$2,415.00
2446	Bonded Rubber Playground Fall Material with concrete base & drainage	Deduct for Turf	\$44,371.00
2446	50 oz Artificial Turf Option with gravel base per manufacture & drainage (29,519.00)	(\$17,267.00)	
1	44' x 44' Modern Shade 4 Post Canopy with 14' eave		\$11,935.00
	Installation		\$4,231.00
	Playground Sign	FREE	
	Add Bond Cost	\$4,459.00	\$4,758.00
	Additional Insurance Cost	\$2,541.00	\$2,975.00
	TOTAL	#REF!	\$126,636.00

QUOTE IS VALID FOR 30 DAYS FROM DATE OF QUOTE OR FROM DATE OF REVISION.

NOT INCLUDED: Sales Tax, Permits/Bonds/Fees (if required), Site Work in Excess of Normal Installation (example: site prep - excavation/infill, concrete slab, french drains, excess rock removal), Sealed Engineered Drawings.

Any installation charges quoted are based upon a soil work site (not rocky) that is freely accessible by truck, no fencing, tree/landscaping or utility obstacles, etc.), and level (+/- 1-2% max slope). Any site work not expressly described is excluded. All underground utilities must be located and clearly marked before any work can begin. Installation of all products (equipment, borders, ground cover, amenities) are as quoted and approved by acceptance of quote/drawings. The installer is not responsible for any damages or re-work resulting from after-hours events or activities during the work in progress period. The customer is responsible for maintaining the integrity of completed installation work until components have seated and/or cured (concrete footings, etc.).

Payment Terms: 25% due (\$23645.75) with signed quote; Balance due upon completion of work and receipt of invoice.

Estimated Delivery: 7 to 10 weeks after receipt of order.

Accepted by: _____
Date: _____ **P.O. # (if applicable):** _____

Thank you for giving us the opportunity to quote this equipment.

Tommy Harper

Commercial Play and Recreational Equipment

NOTES:

EXISTING PEDESTRIAN PAVING SURROUNDING THESE TWO PLAYGROUND RENOVATION AREAS SHALL REMAIN IN PLACE. THEIR ASSOCIATED SLOPES AND GRADES SHALL BE MAINTAINED SUCH THAT THE IMPROVEMENTS WILL MAINTAIN ADA ACCESS.

ALL IMPROVEMENTS ASSOCIATED WITH THE PLAYGROUND WILL BE INSTALLED, IN ACCORDANCE WITH CPSI GUIDELINES

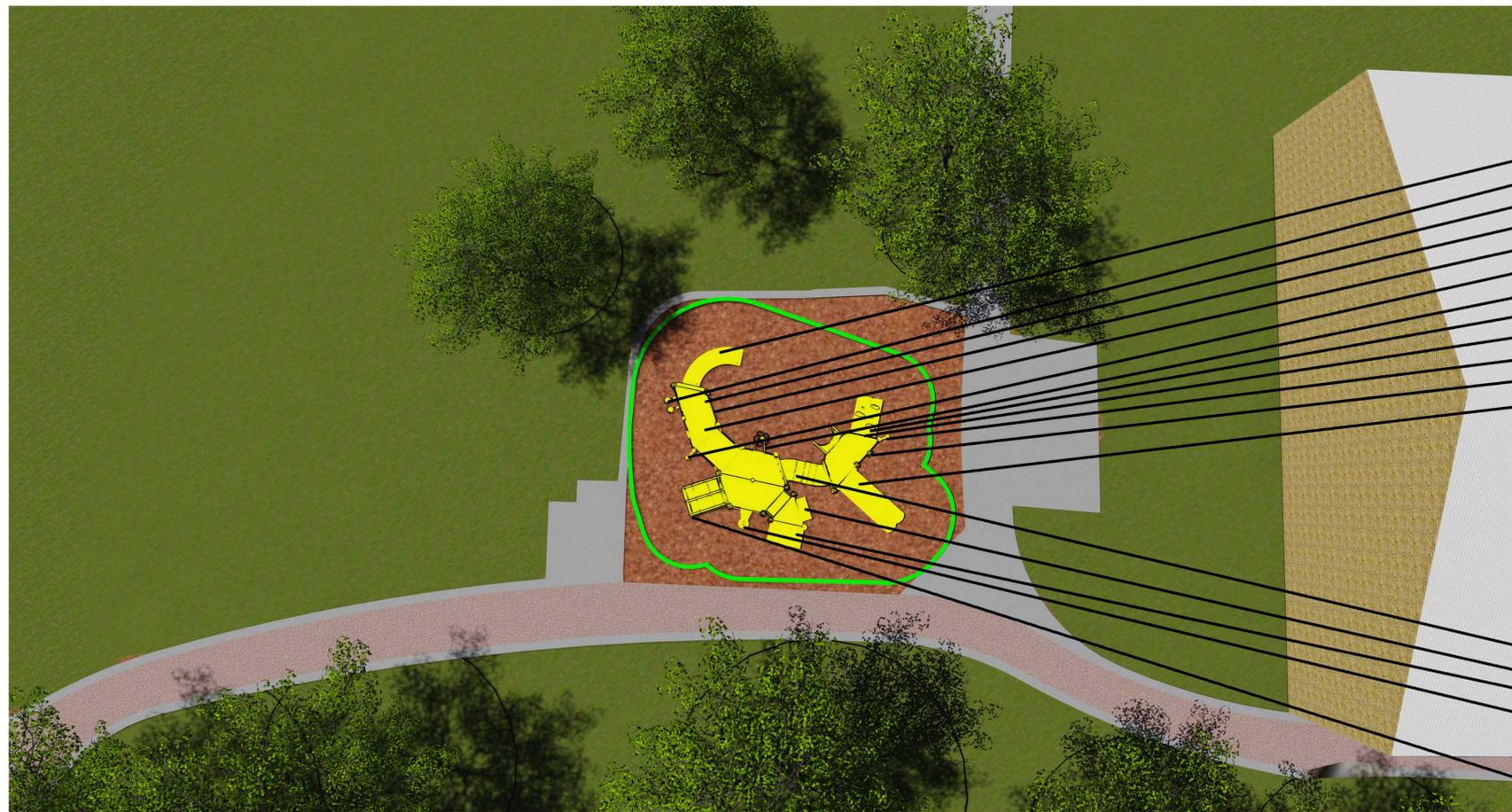
ALL IMPROVEMENTS WILL BE CONSTRUCTED, PERMITTED, AND INSTALLED IN SUCH A MANNER AS TO BE IN AGREEMENT WITH ALL CITY, STATE, AND FEDERAL CODES ASSOCIATED WITH PLAYGROUND RENOVATION AND CONSTRUCTION.

THIS PLAN DEPICTS THE PLAY EQUIPMENT IN YELLOW

THIS PLAN DEPICTS THE EQUIPMENT SAFETY CLEAR ZONE IN GREEN

DEMOLITION -
REMOVE EXISTING RUBBER SURFACING, HAUL OFF AND DISPOSE OF ALL ITEMS

NEW WORK -
INSTALL NEW EQUIPMENT AS SHOWN
INSTALL NEW BONDED RUBBER SAFETY SURFACING

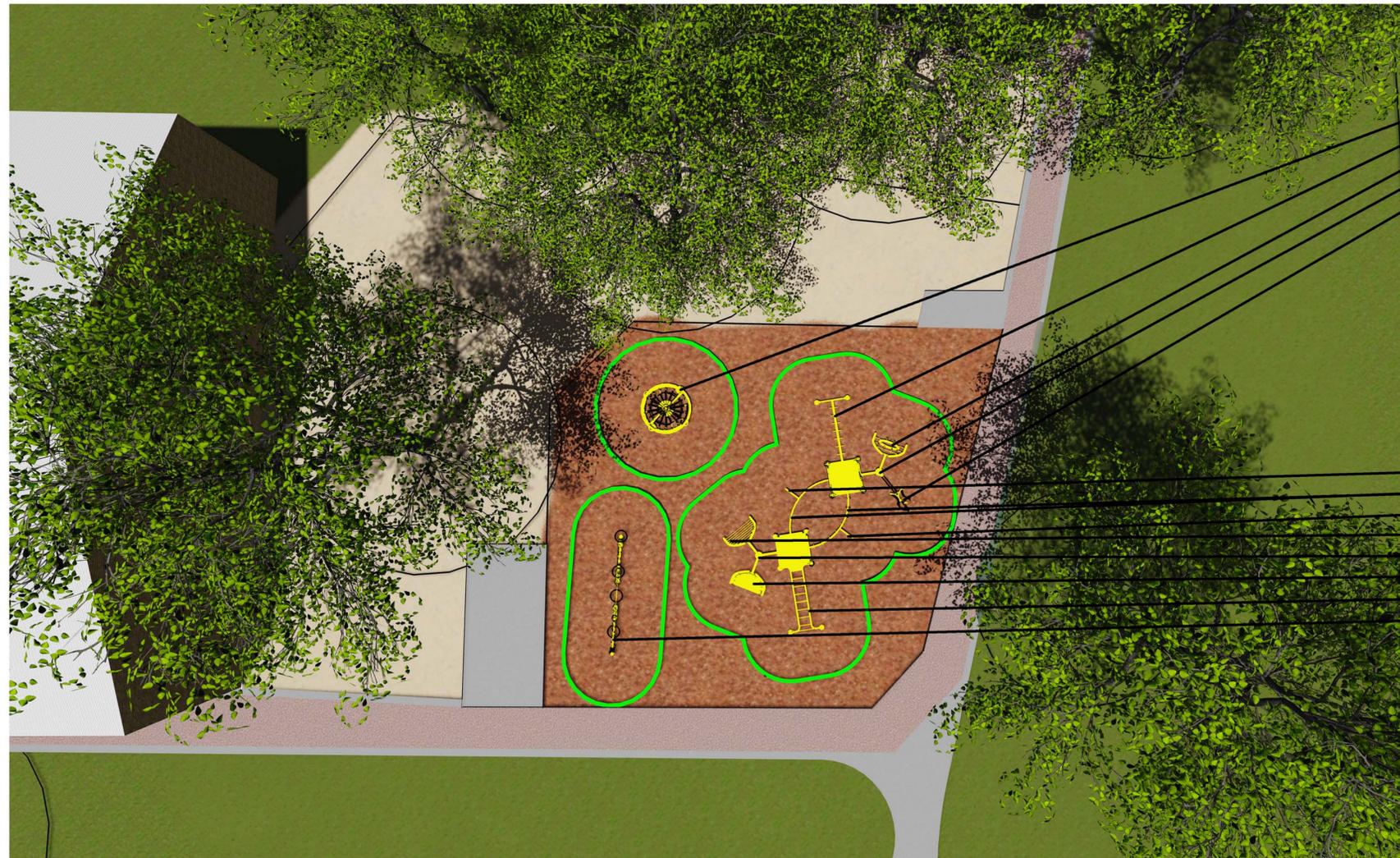


CL - 0027

- 40' RIGHT CURVE SLIDE - 48626
- ADA DOUBLE BONGO PANEL - 47022
- PIPE WALL - 43296
- CHIME PANEL - 47019
- BELL BARREL PANEL - 47018
- TAD POLE - 47247
- 3' LEAF CLIMBER
- BEDROCK CLIMBER PIPE RAIL - 45318
- PIPE WALL - 43296
- TAD POLE - 47247
- ADA DRIVER PANEL - 47021
- 40' DOUBLE DIP SLIDE - HOOD - 48635

- SNAKE TUBE NO INCLINE
- ADA TRANSFER STATION
- 16' STAIRS PIPE RAIL
- DISC CLIMBER 36' - 43527

- 32' DOUBLE STRAIGHT SLIDE - HOOD - 48638



CL - 0002

- GRAVITON - 41772
- RING BAR - 45541
- SOLAR NET CLIMBER
- ROCKET POD HUB
- SPINNER POD

- 90 DEGREE TRAPEZE BAR - 46914
- OVERHEAD LADDER - 43465 (TYP OF 8)
- 90 DEGREE TEARDROP BAR - 46916
- ROCKET ROPE CLIMBER
- ROCKET POD HUB
- ECLIPSE CLIMBER (CLEAR)
- HORIZONTAL LADDER BARS - 43688
- MONARCH CLIMBER CLEAR PANEL - 42964



NICHOLSON INNOVATIONS
537 THURBER DRIVE
SCHERTZ, TEXAS 78154

APRIL 29, 2015



Legislation Details (With Text)

File #: 15-0285 **Version:** 2 **Name:** Engineering Services and Material Contract with Schweitzer Engineering Laboratores, Inc.

Type: Contract **Status:** Consent Agenda

File created: 6/1/2015 **In control:** City Council Regular

On agenda: 6/25/2015 **Final action:**

Title: Presentation, possible action, and discussion regarding a three (3) year Engineering Services and Materials Contract with Schweitzer Engineering Laboratories, Inc. (SEL) for \$900,000 for electrical engineering services.

Sponsors: Timothy Crabb

Indexes:

Code sections:

Attachments: [15300303 Schweitzer.pdf](#)

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

Presentation, possible action, and discussion regarding a three (3) year Engineering Services and Materials Contract with Schweitzer Engineering Laboratories, Inc. (SEL) for \$900,000 for electrical engineering services.

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure

Recommendation(s):

Staff recommends Council approve the contract with Schweitzer Engineering Laboratories, Inc.

Summary:

This contract will be for an original term of three (3) years at \$300,000 per year for a total of \$900,000 for services on an as needed basis. The City of College Station Electric Utilities Department (CSU) will utilized Schweitzer Engineering Laboratories, Inc. for specialized design, configuration and commissioning of Schweitzer devices for SCADA communications and for transmission and distribution line protection devices. CSU has been using Schweitzer Engineering Laboratories devices for communications and relaying for many years. This contract will enable CSU to work directly with the Schweitzer Engineering personnel in dealing with SCADA communication and line protection relay issues. Resolving these type issues in a more efficient and timely manner will benefit electric utility customers by keeping the electric system operating as designed and keeping CSU in compliance with FERC, NERC, ERCOT and Texas RE requirements. Schweitzer Engineering Laboratories, Inc. is the most highly qualified for this contract since they are the Design Engineers and Manufacture of the materials & equipment used for substation communications and system protection relaying. As such this contract is exempt from the City's Request for Qualifications process.

Budget & Financial Summary:

Funds are available as budgeted and approved in the Electric Utility's annual budget and in the Electric Utility Capital Improvement Projects Fund for engineering services related electric capital improvement projects.

Attachments:

1. Contract

ENGINEERING SERVICES AND MATERIALS CONTRACT

This Engineering Services and SEL Product Contract ("Contract") begins on the Effective Date and is by and between Schweitzer Engineering Laboratories, Inc. with its principal place of business at 2350 NE Hopkins Court, Pullman, Washington 99163 ("SEL"), and the City of College Station, a Texas home-rule municipal corporation with its principal place of business at 1101 Texas Avenue, College Station, Texas 77840 (the "City"), collectively referred to as the "Parties". The City and SEL are the only Parties to the Contract.

Recitals:

Whereas, the City desires to have SEL provide Work in relation to professional electrical engineering services and materials; and

Whereas, SEL desires to provide the City with said Work under the terms and conditions set forth in this Contract;

Now, therefore, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Definitions: The following definitions shall apply wherever the defined words are used herein:

- a. **"City"** means City of College Station, Texas.
- b. **"Contract" or "Contract Documents"** mean this Contract and all Task Orders or Purchase Orders authorized by the Parties following execution of the Contract. In the event of any conflict between this Contract and any individual Task Order or Purchase Order, the Contract shall govern and take precedence.
- c. **"Contract Price"** means the total dollar amount set forth in the City's Task Order/Purchase Order for fixed price projects. For time and material projects, SEL's cost estimate, as approved by the City, shall apply on a not to exceed basis.
- d. **"SEL"** means Schweitzer Engineering Laboratories, Inc.
- e. **"Subcontractor"** means any independent contractor, such as subcontractors, under contract with SEL to provide any part of the Work.
- f. **"Materials"** means, for the purposes of this Contract and unless stated otherwise, the products manufactured by SEL, including SEL systems or control enclosure structures, specified on the SEL Task Order/Purchase Order, including without limitation any accessories, enclosed documentation and embedded software provided under the Contract.

Proprietary and Confidential

Contract No. 15300303

CRC – 4-24-2015

- g. **"Revised Task Order"/"Revised Purchase Order"** means the City's revised Task Order/Revised Purchase Order, signed by a duly authorized representative of the City.
- h. **"Services"** means the professional services specified in the Work for each applicable Task Order/Purchase Order as may be requested or required by the City in accordance with the Contract.
- i. **"Task Order"/"Purchase Order"** means a written scope of work and/or material order issued by the City, which identifies the Work to be provided by SEL and the cost and schedule for delivery to the City of such Work. Task Orders/Purchase Orders shall be further categorized as either definitive or general as specified in the Task Order/Purchase Order.
- j. **"Work"** means the Services and/or Materials included in each Task Order/Purchase Order as defined above.

2. Scope of Work.

- a. **Task Orders and Purchase Orders.** The Work shall be provided to the City by SEL pursuant to separate Task Orders or Purchase Orders, which the City may from time to time require. The Work required to be performed consists of the Work specified in the Task Order or Purchase Order. No Task Order or Purchase Order or changes thereto shall be effective, unless signed by the City Director of Electric Utility and an authorized representative from SEL. The City shall not be obligated to issue or award Task Orders or Purchase Orders to SEL. Each such Task Order/Purchase Order shall be effective upon execution and shall thereafter become a part of this Contract. Each Task Order shall be consecutively numbered with the year and sequence number (e.g., ___-001), and include a description of the scope of services to be provided, the time for completion, and the method of compensation for the services defined in such Task Order. See form of Task Order attached hereto as **Exhibit A, "Form of Task Order"**.

- 3. **Compensation.** The method of compensation shall be by lump sum or by Time and Material ("T&M") as specified and agreed to in the individual Task Order or Purchase Order. The annual amount of this Contract will not exceed \$300,000. If the Task Order or Purchase Order specifies T&M compensation, then SEL shall proceed based on the rates specified herein, as set forth in **Exhibit B, "T&M Rates for Services"**. Rates may be adjusted by SEL no more than 5% annually.

- a. **Contract Price.** SEL shall not be entitled to any payment, reimbursement, or other compensation except as specified in this Contract. SEL's compensation shall not exceed the dollar amount of the Contract Price as set forth in the Task Order or Purchase Order plus any additional Work authorized by approved Revised Task Orders or Revised Purchase Orders.
- b. **Time and Material.** Where the method of compensation is by T&M, the Task Order or Purchase Order shall include an estimate to perform the Work, and said

estimate shall be deemed to be the Contract Price and shall not be exceeded without prior written approval by the City.

- c. **Payment.** Each Task Order or Purchase Order shall specify the manner of payment, which may include a schedule of payments. SEL shall submit an invoice for payment in a form and manner, and with such supporting data and documentation, as the City may require. Payment terms are net 30 days after date of invoice in accordance with the Texas Prompt Payment Act.

- 4. **Independent Contractor Relationship.** SEL is an independent contractor, and not an agent, representative, employee, partner, joint venture or proxy of the City. SEL is not authorized to make any agreement, warranty or representation on behalf of the City, or to create any liability or obligation, express or implied, on behalf of the City. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. SEL is responsible for the payment of all taxes, withholdings and any other statutory or contractual obligations that may be due in regard to compensation paid by SEL to its employees.
- 5. **Subcontractors.** Prior to the start of Work SEL shall submit to the City the names of persons or entities from whom it proposes to receive bids for any Work which may be required. If, at any time during the progress of the Work, the City determines that any Subcontractor is incompetent or undesirable, the City shall notify SEL, and SEL shall take immediate steps to have Subcontractor remedy any unsatisfactory Work or replace the Subcontractor. The rejection or approval by the City of any Subcontractor or the termination of a Subcontractor shall not relieve SEL of any of its responsibilities under the Contract, nor be the basis for additional charges to the City.
- 6. **Confidential Information.** In the performance of the Work and this Contract, a party may receive documents, materials, data and other confidential information of the other party. The receiving party shall use confidential information solely in performance of the Work and any resulting business transaction between the parties. The receiving party shall use at least the same degree of care (and, in any event, not less than a reasonable degree of care) in protecting the disclosing party's confidential information as it exercises in protecting its own similar confidential information. Confidential information shall be subject to these terms until the party waives confidentiality. Confidentiality obligations shall survive the termination of these Terms. **Any documentation under this Contract is subject to the Texas Open Records Act. In the event an open records request is made for any SEL proprietary or confidential information the City will request an opinion from the Texas Attorney General to withhold the information and will ask SEL to submit a letter to the Texas Attorney General in support of withholding the proprietary and confidential information.**
- 7. **Intellectual Property.** SEL retains all its intellectual property rights. All documents, designs, drawings, plans, specifications and other work product (collectively "Work Product") prepared by SEL in performing the Work shall not be deemed "works made for hire" for the City.

8.

- a. **Limited License.** To the extent that any such Work Product prepared by SEL while performing the Work is integrated into the Work, SEL hereby grants the City a perpetual, worldwide, non-exclusive, non-transferable, personal, revocable, limited license to use, copy and modify such Work Product for internal business purposes only. SEL's Work Product and/or designs for other projects shall not be used for any purpose except the applicable Work without first obtaining SEL's written consent.
- b. **Intellectual Property Indemnification.** SEL shall defend, indemnify, and hold harmless the City from and against all claims or suits premised upon SEL infringement or violation of any patent, copyright, or other proprietary interest. If the use of any Work or Materials provided under the Contract shall in any suit or proceeding be held to constitute an infringement or violation of any proprietary interest, SEL shall, at its sole expense, either: procure for the City the right to continue to use such item, or part thereof; replace it with non-infringing or non-violating items; or so modify the item that it becomes non-infringing or non-violating.

9. **Warranties.**

- a. **Work.** SEL shall perform all Work in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. SEL shall re-perform (or, at SEL's option, pay a third party to re-perform) or replace any defective Work at no cost upon receipt of notice detailing the defect(s) within one (1) year of performance of the original Work.
- b. **Materials.** If any Materials are supplied under the Work, SEL warrants to the City that Materials are free from defects in material and workmanship for ten (10) years after shipment for all SEL Materials, including SEL-manufactured control enclosure structures and panels. Such warranty shall be for five (5) years after shipment for Fault Indicator and Sensor Division Products.
- c. **Warranty Conditions.** This warranty is conditioned upon proper storage, installation, connection, operation and maintenance of Materials, prompt written notice to SEL of any defects and, if required, prompt availability of Materials to SEL for correction. This warranty shall be void in its entirety if the City fails to implement required Materials upgrades, modifies Materials without prior written consent to and subsequent approval of any such modifications by SEL or uses Materials for any applications that require product listing or qualification not specifically included in the SEL written quotation or proposal.
- d. **Material Upgrade.** If any Materials fails to conform to this warranty, the City properly notifies SEL of such failure and the City returns the Material to SEL factory for diagnosis (and pays all expenses for such return), SEL shall correct any such failure by, at its sole discretion, either repairing any defective or damaged Material part(s) or

making available, freight prepaid, by SEL (Carriage Paid To (CPT) customer's place of business) any necessary replacement part(s) or Material(s).

- e. **Notice for Material Repair or Upgrade.** Any Material repair or upgrade shall be covered by this warranty for the longer of one (1) year from date of repair or the remainder of the original warranty period. If any SEL Material fails to conform to this warranty, the City shall properly notify SEL of such failure and the City shall return the Materials or Materials components to SEL factory for diagnosis (and pays all expenses for such return), SEL shall correct any such failure by, at its sole discretion, either repairing any defective or damaged Materials or Materials components or making available, freight prepaid, by SEL (Carriage Paid To (CPT) the City's place of business) any necessary replacement part(s).
- f. **Repair or Upgrade.** Any Materials or Materials component repair or upgrade shall be covered by this warranty for the longer of one (1) year from date of repair or the remainder of the original warranty period.
- g. **Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, VERBAL OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE).
- h. **Manufacturer Warranty.** SEL shall, whenever possible, pass the original manufacturer warranty to the City for non-SEL Materials. SEL does not warrant non-SEL materials included with the Work, including non-SEL control enclosure structures, and non-SEL products within SEL panels, control enclosure structures and systems, and products or prototypes provided by SEL for testing, marketing, or loan purposes.

10. Limitation of Liability. Notwithstanding any term in this Agreement and to the extent permitted by the Constitution and the laws of the State of Texas the:

- a. Contractor's liability to City or its insurers for any loss or damage regarding this Contract shall be limited as follows:
 - i. For those claims covered by Contractor's insurance, Contractor's liability shall be limited to the amount of the applicable insurance policy
 - ii. For all other claims except those arising as a result of Contractor's violation of applicable law, gross negligence or patent infringement, Contractor's liability shall in no event exceed three times the price of the Contract, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

- b. To the extent permitted by the Constitution and laws of the State of Texas, neither Contractor or City shall be liable to each other for any special, consequential, incidental or punitive damages, including without limitation any loss of profit or revenues, loss of use of products or associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power or downtime costs, or claims of City's customers for such damages.

11. Insurance. SEL shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise out of or in connection with the services performed by SEL, its officers, agents, volunteers, and employees. SEL's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. The Required Limits of Insurance are stated below. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit C "Insurance Certificates"**.

a. General Requirements Applicable to All Policies:

- i. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent
- ii. Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit C**; and shall be approved by the City before work begins
- iii. SEL shall be responsible for all deductibles on any policies obtained in compliance with this Agreement.
- iv. The City will accept only Insurance Carriers licensed and authorized to do business in the State of Texas
- v. The City will not accept "claims made" policies except for Professional Liability
- vi. Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City

b. Workers' Compensation Insurance:

- i. Shall be in accordance with statutory limits, as required by the State of Texas, and Employer's Liability insurance with limits of not less than one million dollars (\$1,000,000) each employee, each accident, each disease.
- ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
- iii. TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"

c. Commercial General Liability Insurance:

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

d. Business Automobile Liability Insurance:

- i. Shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
- ii. Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- iii. Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- iv. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

e. Professional Liability Insurance:

- i. With a minimum limit of one million dollars (\$1,000,000) per occurrence, \$3,000,000 annual aggregate.
- ii. Coverage shall be written by a carrier rated a "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- iii. For "claims made" policies, a two-year extended reporting period must be available to the insured.

12. Indemnification. SEL shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by SEL under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, SEL, or any third party arising out of or in connection with the work done by SEL under this Contract.

13. Release. SEL assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with SEL's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, SEL, or any third party arising out of, or in connection with SEL's work to be performed hereunder.

14. Term. Subject to termination, this Contract shall have a term of three (3) years, commencing on the Effective Date.

15. Termination.

- a. **For Convenience.** Either party may terminate this Contract for convenience and without cause upon thirty (30) days written notice to the other party.
- b. **For Cause or Insolvency.** Either party may terminate this Contract immediately upon the other party's insolvency, bankruptcy, suspension of business, assignment of assets for the benefit of creditors, voluntary or involuntary dissolution, appointment of a trustee for all or a substantial portion of the party's assets or breach of this Contract.
- c. **Termination by City.** In the event of termination by the City for convenience, SEL agrees to stop all Work upon the date of termination and, provided termination is not for cause, the City agrees to pay SEL for all actual, necessary, reasonable, and verifiable expenses which may be incurred up to the date of termination.
- d. **Delivery of Work.** Upon termination or expiration of this Contract, SEL shall promptly deliver to the City all Work performed by SEL and not yet delivered to the City under this Contract, including without limitation all documentation and copies thereof. All confidentiality, intellectual property and indemnification provisions set forth in this Contract shall survive termination or expiration.

16. Venue and Performance. This Agreement 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.

17. Effective Date. This Contract will be effective when it is signed by the last party making it fully executed.

18. Miscellaneous.

a. Notice. Any notice pursuant to this Contract shall be deemed given when sent by registered or certified mail (return receipt requested), overnight delivery or fax (confirmed receipt and sent by mail) to an authorized officer at the address or fax number provided on the cover sheet of this proposal or, if no such address or fax number is provided, at the registered headquarters of the other party. All rights and duties hereunder shall be for the sole and exclusive benefit of the City and SEL and not for the benefit of any other party. Any official notice shall be delivered to the following addresses:

Schweitzer Engineering Laboratories, Inc.
2350 NE Hopkins Court
Pullman, Washington 99163
FAX: 509-332-7990

City of College Station
Attn: Daniel Bethapudi
PO BOX 9960
1101 Texas Ave.
College Station, TX 77842
dbethapudi@cstx.gov

- b. Waiver of Terms.** No failure or delay by either party in exercising any right or remedy, or insisting upon strict compliance by the other party with any obligation in this Contract, shall constitute a waiver of any right thereafter to demand exact compliance under this Contract.
- c. Entire Agreement.** This Contract represents the entire and integrated agreement between the City and SEL 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.
- d. Invalid Provisions.** The invalidity, in whole or in part, of any provision under this Contract shall not affect the remainder of such provision or any other provision and, where possible, shall be replaced by a valid provision that effects as close as possible the intent of the invalid provision.
- e. Severability.** In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and in lieu of each provision that is invalid, illegal or unenforceable, there shall be added a new provision to this Contract as similar in terms to such invalid, illegal, or unenforceable provision as

may be possible and yet be valid, legal and enforceable, by means of good faith negotiation by the Parties to this Contract or by reform by a court of competent jurisdiction.

- f. **Assignment.** Neither party shall assign its rights or obligations under this Contract or any part thereof to any other person, partnership, firm, corporation, or other entity without the prior written consent of the other party.
- g. **Failure to Perform.** No party shall be liable for failure to perform or delay in performance of any obligation under these Terms (except payments of amounts already due and owing) where such failure or delay results from any events beyond its reasonable control.
- h. **Compliance with Laws.** SEL 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). SEL may not knowingly obtain the labor or services of an undocumented worker. SEL, not the City, must verify eligibility for employment as required by IRCA.
- i. **Duplicate Originals.** The parties may execute this Contract in duplicate originals, each of equal dignity.
- j. **Exhibits.** All exhibits to this Contract are incorporated and made part of this Agreement for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed and each of the undersigned hereby represents and warrants that he or she is duly authorized by all necessary and appropriate action to execute this Contract.

SEL, INC.

CITY OF COLLEGE STATION

By: 

By: _____

Printed Name: Erik C. Newman

City Manager

Date: _____

Title: Finance Director

APPROVED:

Date: 5-22-15

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

**EXHIBIT A
FORM OF TASK ORDER
NO. 0[]-001**

This [Task Order/Revised Task Order] defines the Work, schedule and compensation for the Work to be completed by SEL for the City pursuant to the Contract ("Contract") dated [____], 20[____] between SEL and the City.

1. TASK ORDER HISTORY (Check one): Original Revision No. ____

2. SCOPE OF WORK

3. SCHEDULE TO PERFORM THE WORK

4. METHOD OF COMPENSATION AND CONTRACT PRICE

AUTHORIZATION

This [Task Order/Revised Task Order] is authorized and made an attachment to the above-identified Contract through the signatures below.

Authorized by:

Accepted by:

the City

SEL

By: _____
 (Signature)

By: _____
 (Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

In general the Scope Work for Task Orders or Purchase Orders will Consist of:

- i. Design, configure, and commission SEL devices for DNP3, SEL Fast Message, and IEC-61850 SCADA communications including but not limited to:
 - 1. RTACs
 - 2. DPACs
 - 3. 311L Relays
 - 4. 411L Relays
 - 5. 421 Relays
 - 6. 351 Relays
 - 7. 351S Relays
 - 8. 451 Relays

- ii. Design, configure, and commission telecommunications systems for inter-substation communications supporting line protection, SCADA, time distribution, synchrophaser control, and voice. Platforms and modules including but not limited to:
 - 1. Integrated Communications Optical Network (ICON)
 - 2. Nx64 Serial modules
 - 3. DS1 modules
 - 4. Voice Frequency (VF) modules
 - 5. Time Distribution via Line and Server modules

- iii. Design, configure, and commission RTAC-based Human Machine Interfaces (HMI) for local substation monitoring and control.

- iv. Design, configure, and commission inter-IED communications using copper and fiber optic serial communications devices.

- v. Design, configure, and commission system management, event analysis, security hardware and software applications including but not limited to:
 - 1. SEL-3620 Gateways
 - 2. SNMPv3 implementation
 - 3. SEL-5051 ICON NMS
 - 4. SEL-5045 TEAM

- vi. Synchrowave PDC/CentralSEL shall furnish the necessary engineers and technicians to provide the engineering services, drafting, programming and all required analysis for:
 - 1. Transmission Line protection schemes (new and modifications to existing schemes)
 - 2. Transmission Line reclosing schemes
 - 3. Substation Bus Protection Schemes at 138 kV and 15 kV levels
 - 4. Transformer Zone Protection Schemes utilizing Circuit Switchers and Totalizing Breakers
 - 5. 15 kV Bus protection schemes using mirrored bit and fast bus communication schemes between distribution circuit breakers, tie breakers and totalizing breakers
 - 6. Transient Analysis,
 - 7. Power Quality Analysis

EXHIBIT B
SEL Time and Material Rates for Services

- Time and Expense (T&E) Additional Work
- Schweitzer Engineering Laboratories, Inc. (SEL) will perform additional work on an actual T&E basis, unless SEL and the Customer agree on other arrangements. The party identifying a potential change in scope will request the change of scope to the other in writing (fax, email, or letter). SEL will identify any budget or schedule impact and submit it for approval. SEL will proceed with the work as soon as SEL receives written approval, in accordance with established contract provisions.
- Work performed on an actual T&E basis will be in accordance with the schedule of charges shown in the Rate Table (below), unless specifically modified in this proposal.
- T&E Rate Table (U.S.)

Role	Weekday (per hour)	Weekday Overtime (per hour)	Saturday (per hour)	Sunday/ Holiday (per hour)	Travel (per hour)	Travel Expenses
Consultant	\$250	\$375	\$375	\$500	\$250	Actual
Principal Engineer	\$165	\$247.50	\$247.50	\$330	\$165	Actual
Senior Engineer	\$155	\$232.50	\$232.50	\$310	\$155	Actual
Program Manager Engineer V–VI Resource Manager	\$145	\$217.50	\$217.50	\$290	\$145	Actual
Engineer III–IV Project Manager II–III	\$135	\$202.50	\$202.50	\$270	\$135	Actual
Engineer I–II Project Manager I Senior Specialist	\$125	\$187.50	\$187.50	\$250	\$125	Actual
Specialist II–III	\$115	\$172.50	\$172.50	\$230	\$115	Actual
Associate Engineer Associate Project Manager Senior Designer	\$105	\$157.50	\$157.50	\$210	\$105	Actual
Technician II–III Specialist I Designer IV Project Coordinator	\$90	\$135	\$135	\$180	\$90	Actual
Technician I Designer I–III	\$80	\$120	\$120	\$160	\$80	Actual
Associate Technician Engineering Intern Drafter I–II Senior Project Administrator	\$70	\$105	\$105	\$140	\$70	Actual
Administrative	\$60	\$90	\$90	\$120	\$60	Actual

The following details apply to the T&E Rate Table:

- All quoted prices are exclusive of any sales, use, value-added or similar taxes, which will be added, if applicable, at the statutory rate(s) at the time of invoicing. The Customer is to reimburse SEL for actual travel expenses such as airline tickets, meals, lodging, rental car, parking, and fuel (where applicable). Airline tickets are at the coach rate to the commercial airport nearest the work site; business rates apply for international travel.
- The T&E rate is the charge per person, per hour. Typical working hours are 8 a.m. to 6 p.m., Monday through Friday. Lunch shall be up to 60 minutes with two 15-minute breaks each day. On-site work outside of typical working hours shall be agreed upon between SEL and the Customer in advance and be subject to additional charges.
- Overtime is defined as time in excess of 40 hours per week.
- As a general rule, no SEL service personnel should be required to work more than 12 hours of any day. Should job requirements result in workloads that exceed 12 hours, SEL and the Customer must agree on other arrangements that may be subject to additional costs.
- Time spent by SEL personnel on site while waiting standby, training, or traveling to/from the site will be considered billable time.
- On-site T&E invoices will include billable project administration and project management time not performed on site.
- The hourly rates quoted include the use of personal computers loaded with Microsoft® Office, Lotus Notes®, MATLAB®, Mathcad®, AutoCAD®, MicroStation®, and SEL software used in the preparation, documentation, and processing of settings for SEL products.
- SEL does not bill for long-distance telephone, fax, low-volume copying, and document shipping charges.
- Hourly rates are valid for work performed within one year of the proposal date.
- Holidays observed for U.S. Offices include: New Year's Day (observed), Memorial Day, Independence Day (observed), Labor Day, Thanksgiving Day, Thanksgiving Friday, and Christmas Day (observed).

EXHIBIT C
Insurance Certificates



Legislation Details (With Text)

File #: 15-0287 **Version:** 1 **Name:** UV System parts
Type: Contract **Status:** Consent Agenda
File created: 6/3/2015 **In control:** City Council Regular
On agenda: 6/25/2015 **Final action:**
Title: Presentation, possible action, and discussion regarding a purchase order with Ultra-Tech Systems, Inc. for UV System parts, at a cost of \$64,819.50.
Sponsors: David Coleman
Indexes:
Code sections:
Attachments: [Purchase Order.pdf](#)
[Sole Source letter.tif](#)

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

Presentation, possible action, and discussion regarding a purchase order with Ultra-Tech Systems, Inc. for UV System parts, at a cost of \$64,819.50.

Relationship to Strategic Goals: Core services and infrastructure

Recommendation: Staff recommends approval of this purchase order.

Summary: The last step in the wastewater treatment process is disinfection of the treated effluent, to neutralize pathogens before the water is released into creeks. This is accomplished by passing the water through a series of ultra-violet (UV) light bulbs, which effectively kills off the pathogens within allowable regulatory limits. The UV systems require regular replacement of bulbs and ballasts, but this year we must also replace many of the control parts also.

We request City Council approve the purchase order for the multiplexor boards, power boards, and associated parts, for a total cost of \$65,819.50 from Ultra-Tech, who is the sole source for these parts.

However, for full disclosure please note that other purchase orders, for the more routine UV system parts, have been executed this year:

- To Ultra-Tech for \$11,910.60
- To Ultra-Tech for \$4,330.90
- To UV Superstore for \$29,251.70

Since these parts are essential for the proper disinfection of wastewater, which is a regulatory requirement, staff recommends approval.

Budget & Financial Summary: Funds are budgeted for this purchase in the Wastewater Operating Fund.

Reviewed and Approved by Legal: Not required

Attachments:

Purchase Order

Sole Source Justification

15100456

City of College Station Purchase Requisition

Req. Number	Date
	8-Apr-15
P.O. Number	Page
15100456	1

Vendor: Ultra Tech Systems, Inc. 33 Subnsset Ridge Carmel, NY 10512 ATT: Greg Ellner (845) 225-5444	Ship to: City of College Station 2200 N. Forrest Pkwy. College Station, Texas 77842 Attn: Gary Coneley
---	---

Department	Ordered By	Mail P.O?	Delivery Date	Dept Manager Approval	
	Gary Coneley	NO	3-5 Weeks ARO		
Payment Terms		FOB	Org Number/WO#	Obj Code/WOC	Bid No.
Net 20		Warehouse	96S7520M	5100	

Line	Quantity	UOM	Description	Unit Cost	Extension
1	4	Each	Ultra Tech Multiplexor Board Item # UVMUX2000	\$2,150.00	\$8,600.00
2	10	Each	Power Board Assembly-20 Lamps Item # UVPWR2000	\$2,375.00	\$23,750.00
3	8	Each	Ultra Tech Ribbon Cable - 73" Item # T401023-73	\$400.00	\$3,200.00
4	13	Each	Power Board Cover Item # 26- T401014	\$212.80	\$2,766.40
5	25	Each	Power Board Mounting Plate Item # 26-T401019	\$420.00	\$10,500.00
6	10	Each	Power Board Label- Showing Lamp Connectors Item # T401017	\$28.75	\$287.50
7	5	Each	Ultra Tech Power Cable Assembly for T40 modules including connector & pins Item # T40i021	\$950.00	\$4,750.00
8	4	Each	Ultra Tech Cable Power Lid to Interlock Item # T40i022	\$130.00	\$520.00
9	4	Each	Kit to convert to New Style UV Sensor Item # T40iUV Sens-Kit	\$1,834.00	\$7,336.00
10	4	Each	Cable Assembly Wireway to 40 40 Lamp UV Module with 130" of yellow cable Item # WWC- 2004-130	\$777.40	\$3,109.60
Total					\$64,819.50

RE: SOLE SOURCE LETTER ATTACHED

Finance Director

Purchasing Agent

UltraTech®

s y s t e m s Inc.

February 20, 2015
Via Email

City of College Station
Carters Creek WWTP
2200 North Forrest Pkwy.
College Station, TX 77842

ATTN: Gary Coneley
SUBJ: UV System Parts – Lick Creek WWTP

Dear Mr. Coneley:

Thanks to you and your staff for the recent inquires regarding parts for the Lick Creek WWTP UltraTech Terminator™ UV disinfection system.

Regarding quotation UTS-1130 of 2/13/15. All of the items on this quotation are proprietary and exclusive to UltraTech Systems.

Should you have questions please do not hesitate in contacting me.

Sincerely,



UltraTech Systems, Inc.
Greg Ellner



Legislation Details (With Text)

File #: 15-0288 **Version:** 1 **Name:** Stryker EMS Stretchers
Type: Contract **Status:** Consent Agenda
File created: 6/4/2015 **In control:** City Council Regular
On agenda: 6/25/2015 **Final action:**
Title: Presentation, possible action, and discussion on the purchase of four new Stryker EMS Stretchers in the amount of \$198,394.05.
Sponsors: Eric Hurt
Indexes:
Code sections:
Attachments: [College Station FD 6506 \(3\).pdf](#)

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

Presentation, possible action, and discussion on the purchase of four new Stryker EMS Stretchers in the amount of \$198,394.05.

Relationship to Strategic Goals: (Select all that apply)

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

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

Summary: This purchase may be exempt from competitive bidding pursuant to LGC 252.022 (a)(7)(a) a purchase of items that are available from only one source, including items that are available from only one source because of patents, copyrights, secret processes, or natural monopoly. This equipments patented design offers a power load system that allows one person to load and unload the stretcher form the ambulance. The Styker stretchers also are compatible with the Stretchers used by Bryan Fire Department.

Budget & Financial Summary: The Fire Department Budget currently has these funds available though an approved SLA in the 2015 budget.

Attachments:

Quote for Purchase



EMS Equipment

Remit To:
1901 Romence Road Parkway
Portage, MI 49002

Purchase Order #

Billing Address

Becky Charanza
College Station Fire Dept
PO Box 9960
College Station, TX 77840-7960
(979) 764-6366
rcharanza@cstx.gov

Shipping Address

Becky Charanza
College Station Fire Dept
PO Box 9960
College Station, TX 77840-7960
(979) 764-6366
rcharanza@cstx.gov

Quote Info

Date: 3/5/15
Quote #: 00751
Terms: Net 30
Contact: Gary Montana
Phone: 817-846-0415
Fax: 866-384-4353
Email: gary.montana@stryker.com

Ambulance Cot				\$74,895.68	
Qty	Part #	Description	Unit	Extended	
4	6506	Power-PRO XT	\$13,339.46	\$53,357.84	
4	6506-040-00 0	XPS Side Rail	\$1,660.66	\$6,642.64	
4	6506-038-00 0	Steer-Lock	\$731.00	\$2,924.00	
4	6500-315-00 0	3 Stage IV Pole(patient right)	\$296.70	\$1,186.80	
4	6500-130-00 0	Pocketed Back Rest Pouch	\$222.74	\$890.96	
4	6500-147-00 0	Equipment Hook	\$44.72	\$178.88	
4	6500-128-00 0	Head End Storage Flat	\$118.68	\$474.72	
4	6506-127-00 0	Power-LOAD Cot Compatibility	\$1,462.86	\$5,851.44	
4	6085-046-00 0	Retractable Head End Oxygen Bottle Holder	\$158.24	\$632.96	
4	6500-082-00 0	Knee-Gatch/Trendelenburg	\$688.86	\$2,755.44	

Power-LOAD System				\$91,472.40	
Qty	Part #	Description	Unit	Extended	
4	6390	Power-LOAD	\$22,868.10	\$91,472.40	

Stryker Service				\$34,892.00	
Qty	Part #	Description	Unit	Extended	
4	77-105-001	5 Year Power-PRO Protect Service Agreement	\$2,930.00	\$11,720.00	
4	77-506-001	6 Year Power-LOAD Protect Service Agreement	\$5,793.00	\$23,172.00	

Aftermarket				\$2,683.97	
Qty	Part #	Description	Unit	Extended	
1	6500-700-04 9	Power-LOAD Cot Compatibility Upgrade Kit (6500)	\$2,683.97	\$2,683.97	

Trade-In				-\$5,550.00
Qty	Part #	Description	Unit	Extended
3		Trade-In 1 Power-PRO's	-\$1,850.00	-\$5,550.00

Sub-Total **\$198,394.05**

Grand Total **\$198,394.05**

Notes

Terms and conditions: Cot, all cot accessories on original order, and aftermarket accessories FOB origin. Applicable sales tax will be applied at time of invoicing. Order subject to Stryker Corporation's approval. Credit cannot be allowed on return of special or modified items. All approved returns will be accepted only in Kalamazoo, Michigan. Proposal valid for 30 days from submittal.

 Printed Name Signature Date



Legislation Details (With Text)

File #:	15-0290	Version:	1	Name:	Traffic Cabinet Purchase
Type:	Contract	Status:		Status:	Consent Agenda
File created:	6/4/2015	In control:		In control:	City Council Regular
On agenda:	6/25/2015	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding the purchase of 10 traffic signal cabinets from Paradigm Traffic Systems Inc. in the amount of \$90,980. This purchase is made through Texas Smart Buy Contract # 550-A.				
Sponsors:	Troy Rother				
Indexes:					
Code sections:					
Attachments:	(10) HENKE Cabinet Quote 17825DJ COLLEGE STATION (4-22-15).pdf				

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

Presentation, possible action, and discussion regarding the purchase of 10 traffic signal cabinets from Paradigm Traffic Systems Inc. in the amount of \$90,980. This purchase is made through Texas Smart Buy Contract # 550-A.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

Recommendation(s): Staff recommends approval of the purchase of the traffic signal cabinets.

Summary: These cabinets will replace the oldest cabinets in the system in order to provide new functionalities into the future. The new NEMA TS-2 Type 1 traffic cabinet meets College Station's traffic cabinet specifications. The cabinets will be installed during the early morning hours to minimize traffic disruption.

Budget & Financial Summary: Funds are budgeted and available in the Streets Capital Improvement Fund.

Attachments:

1. Quote from Paradigm Traffic Systems Inc.

(817) 831-9406 ph
(817) 831-9407 fx

PARADIGM

TRAFFIC SYSTEMS, INC.

PO Box 550
Arlington, Texas 76001

QUOTATION

TO: City of College Station
1101 Texas Avenue
Colege Station, Texas 77842

RFQ: TxSmart Buy Contract # 550-A

attn: Lisa Davis
979-764-3558
979-764-3899

DATE	SLSMN	DELIVERY	FREIGHT	SHIP VIA	F.O.B.	TERMS	QUOTE #
4/20/2015	DJ	45 - 60 Days ARO	PPD & Allowed	Best Way	Destination	Net 30	Q17825DJ
ITEM	QTY	DESCRIPTION				UNIT PRICE	TOTAL PRICE
1	10	1 Each Cabinet (excluding controller and MMU) c/o: (#HEN-P168T-TS2-1) Commodity Code 55081284766-1				\$9,098.00	\$90,980.00
		4 Each TS2 BIU (#EDI-BIU-700) 1 Each TS2 5 amp Power Supply (#EDI-PS-250) 16 Each NEMA Load Switch (#EDI-510) 1 Each NEMA 2 CCT Flashers (#EDI-810) 6 Each Flash Relay (#EDI-TR-200)					
		Modifications					
		LED Cabinet Light in place of Flourscent Light One LED Light Mounted under Pullout Drawer 6 Preempt Inputs on Back Panel One Extra Convienance Outlet TS1 to TS2 Cable SDLC Cables with Clips on Both Ends 10" Aluminum Cabinet Riser Base 4ea Nut, Bolt, and Double Washers for mounting cabinet to riser base.					
						TOTAL	\$90,980.00

Thank you for the opportunity to submit a proposal to you on this equipment. **Please reference this quotation (by QTE number) when placing order.** If you have any questions please call or send a fax to me.

This quote is valid for 60 days. Thereafter it is subject to change without notice.

OFFERED BY:

Dan Jaynes
Paradigm Traffic Systems, Inc.
Federal ID# 75-2520341



Legislation Details (With Text)

File #: 15-0291 **Version:** 1 **Name:** Joe Orr and Binkley Barfield Contract Renewal
Type: Renewal **Status:** Consent Agenda
File created: 6/4/2015 **In control:** City Council Regular
On agenda: 6/25/2015 **Final action:**

Title: Presentation, possible action, and discussion regarding the renewal and ratification of the annual city wide land surveying services and civil engineering services contracts between the City of College Station and Joe Orr, Inc. and Binkley & Barfield, Inc. for a total amount of \$100,000.

Sponsors: Donald Harmon

Indexes:

Code sections:

Attachments: [14-295 Joe Orr Inc - signed renewal.pdf](#)
[14-296 Binkley Barfield Inc - signed renewal.pdf](#)

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

Presentation, possible action, and discussion regarding the renewal and ratification of the annual city wide land surveying services and civil engineering services contracts between the City of College Station and Joe Orr, Inc. and Binkley & Barfield, Inc. for a total amount of \$100,000.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends the approval and ratification of two contracts between the City of College Station and Joe Orr, Inc. in the amount of \$80,000 and Binkley & Barfield, Inc. in the amount of \$20,000, for a total amount of \$100,000.

Summary: The City previously had a blanket purchase order with Joe Orr, Inc. for city wide land surveying services and civil engineering services with a not to exceed amount of \$100,000.

Joe Orr, Inc. approached the City in February 2014 to inform the City that Joe Orr, Inc. was going to be joining with the firm Binkley & Barfield, Inc. and that there would be a structural reorganization and delegation of duties. Joe Orr, Inc. would be performing the land surveying services, and Binkley & Barfield would be performing the civil engineering services. Although both firms would be part of the same umbrella company, they will be billing their services separately.

Staff evaluated these changes, and decided to award two separate contracts, one to each firm with a total contract amount equal to the previously awarded \$100,000. After consulting with the firms, it was decided to award Joe Orr, Inc. \$80,000, and Binkley & Barfield would be awarded the remaining \$20,000. Contracts 14-295 and 14-296 were issued based on this recommendation. The contracts will be for a one year term. This approval is for renewal option one of two.

Due to the cancelation of the June 11th Council meeting, and the expiration dates of the original contracts, Legal requested that the contracts be routed through the City Manager's office for approval and then brought to Council for final approval and ratification.

Budget & Financial Summary:

Attachments:

1. Contract 14-295 Renewal #1, Binkley & Barfield, Inc.
2. Contract 14-296 Renewal #1, Joe Orr, Inc.

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract 14-295 for City Wide Land Survey Services, in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed Eighty Thousand and 00/100 Dollars (\$80,000.00).

I understand this renewal term will be for the period beginning June 18, 2015 through June 17, 2016. This is the first of two possible renewals.

Joe Orr, Inc., a Baseline Corporation

City of College Station

By: 
Printed Name: HENRY P MAYO
Title: VICE - PRESIDENT
Date: MAY 18, 2015

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract 14-296 for City Wide Civil Engineering Services, in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed Twenty Thousand and 00/100 Dollars (\$20,000.00).

I understand this renewal term will be for the period beginning June 18, 2015 through June 17, 2016. This is the first of two possible renewals.

Binkley & Barfield, Inc.

By: 
Printed Name: BRANDON BOATCALIE
Title: vice President
Date: 5/18/2015

City of College Station

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____



Legislation Details (With Text)

File #: 15-0292 **Version:** 1 **Name:** Lakeway Extension Conceptual Design Contract

Type: Contract **Status:** Consent Agenda

File created: 6/4/2015 **In control:** City Council Regular

On agenda: 6/25/2015 **Final action:**

Title: Presentation, possible action, and discussion regarding professional services contract no. 15300294 with Mitchell & Morgan, LLP. in the amount of \$280,421.50 for the professional engineering services related to the conceptual design of the Lakeway Drive Extension Project.

Sponsors: Donald Harmon

Indexes:

Code sections:

Attachments: [Project Location Map.pdf](#)

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

Presentation, possible action, and discussion regarding professional services contract no. 15300294 with Mitchell & Morgan, LLP. in the amount of \$280,421.50 for the professional engineering services related to the conceptual design of the Lakeway Drive Extension Project.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

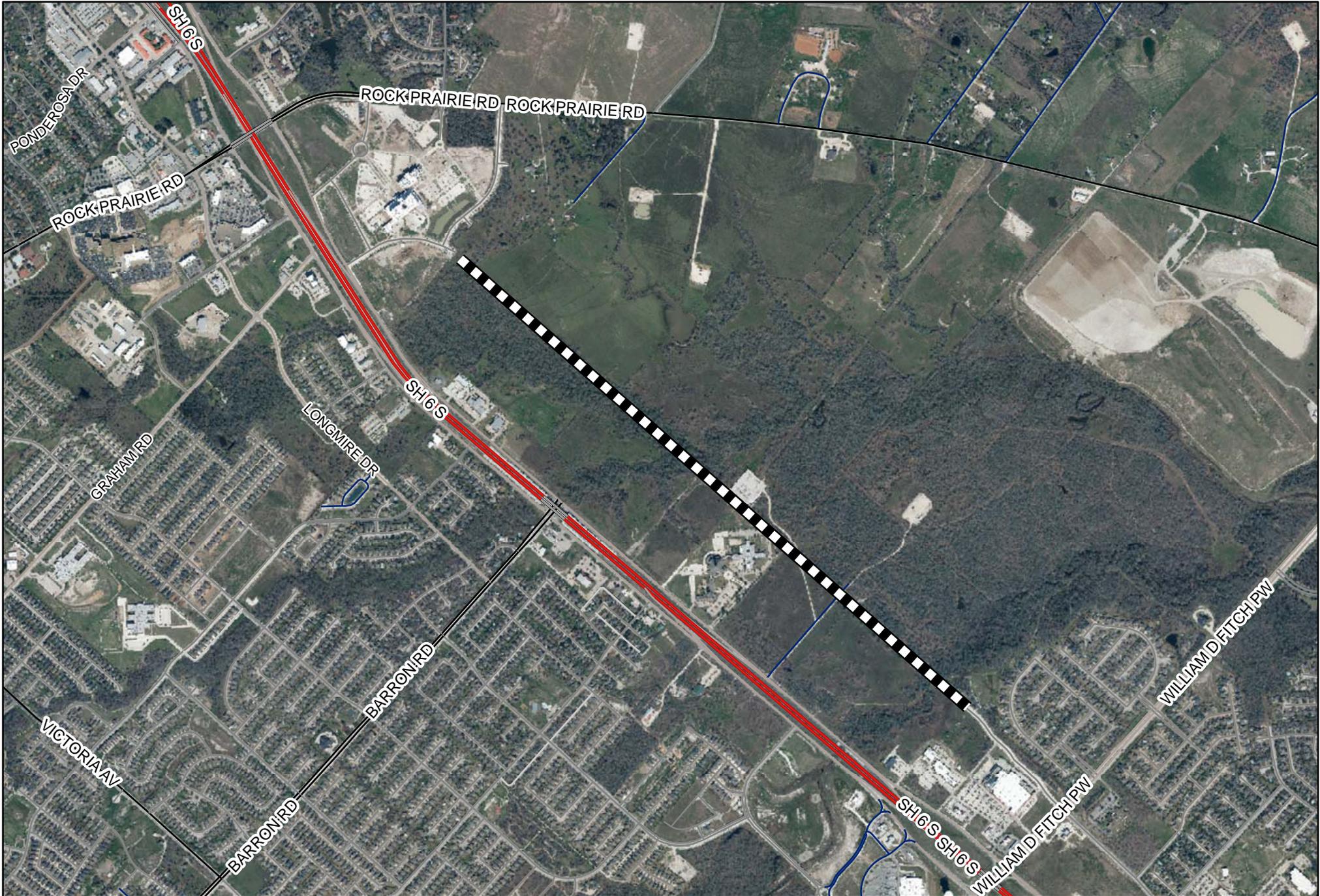
Summary: The conceptual design phase of the Lakeway Drive Extension Project will include selecting a route for the extension of Lakeway drive between its current southern terminus near William D. Fitch Parkway to the existing northern terminus near Scott and White Hospital on Rock Prairie Rd. Conceptual design will allow for the study and analysis for potential routes for the extension before progressing into more detailed design.

Budget & Financial Summary: A budget of \$15,135,000 is currently included for this project in the Streets Capital Improvement Project Fund. A total of \$88,255 has been expended or committed to date. It is anticipated that an Electric component of the project and a Water line component of the project will be needed and these will be included in the FY16 budget.

Attachments:

1. Contract No. 15300294 (on file with the City Secretary)
2. Project Map

ST-1101: Lakeway Drive Extension
Project Location Map





Legislation Details (With Text)

File #: 15-0293 **Version:** 1 **Name:** Northgate Parking Garage Repair Contract
Type: Contract **Status:** Consent Agenda
File created: 6/4/2015 **In control:** City Council Regular
On agenda: 6/25/2015 **Final action:**
Title: Presentation, possible action, and discussion regarding construction contract no. 15300252 with Restocon Corporation, in the amount of \$207,559.50 for thermal and moisture protection repairs to the Northgate Parking Garage.
Sponsors: Donald Harmon
Indexes:
Code sections:
Attachments: [Parking Garage Tabulation .pdf](#)
[NGParking Garage Location Map.pdf](#)

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

Presentation, possible action, and discussion regarding construction contract no. 15300252 with Restocon Corporation, in the amount of \$207,559.50 for thermal and moisture protection repairs to the Northgate Parking Garage.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: This project will repair joint sealants at critical locations in the Northgate Parking Garage. This project also includes a new traffic membrane on the 4th floor (roof) of the parking garage and restriping of all the parking spaces and drive aisles. The need to perform this work was identified in the garage condition assessment report from the consulting engineers Jaster-Quintanilla.

Budget & Financial Summary: Budget is included in the Northgate Parking Fund for parking garage repair projects. When the FY15 budget was prepared, it was anticipated that this budget would be used for concrete and masonry repairs, with the thermal and moisture protection project scheduled for FY16. Upon further review, it was determined that the thermal and moisture protection project should be completed first, in FY15, followed by the concrete and masonry repairs in FY16. The financial impact of this change is negligible as all of these projects were included in the financial forecast.

Attachments:

1. Contract No. 15300252 (on file with the City Secretary)
2. Bid Tabulation ITB #15-049

3. Project Location Map



City of College Station - Purchasing Division
Bid Tabulation for #15-049
"Northgate Parking Garage Thermal/Moisture Protection"
Open Date: Wednesday, May 27, 2015 @ 2:00 PM

				Restocon Corporation		Brazos Urethane, Inc.		Millsap Waterproofing, Inc.		Restoration Services, Inc.		Restek, Inc.	
Item	Qty	Unit	Description	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Base Bid													
1	1	LS	Mobilization / Demobilization	\$2,928.00	\$2,928.00	\$15,000.00	\$15,000.00	\$22,000.00	\$22,000.00	\$4,020.00	\$4,020.00	\$25,000.00	\$25,000.00
2	1	LS	General Conditions	\$15,244.00	\$15,244.00	\$5,342.00	\$5,342.00	\$40,000.00	\$40,000.00	\$1,800.00	\$1,800.00	\$10,000.00	\$10,000.00
CC-1	11,500	LF	Rout / Seal Cracks	\$1.45	\$16,675.00	\$2.75	\$31,625.00	\$4.50	\$51,750.00	\$1.81	\$20,815.00	\$5.00	\$57,500.00
CS-1	8	CF	Concrete Repair - Horizontal	\$160.00	\$1,280.00	\$100.00	\$800.00	\$200.00	\$1,600.00	\$1,223.78	\$9,790.24	\$500.00	\$4,000.00
JC-1	250	LF	Control Joint - Wall	\$3.75	\$937.50	\$6.50	\$1,625.00	\$7.00	\$1,750.00	\$7.34	\$1,835.00	\$8.00	\$2,000.00
JC-2	6,700	LF	Control Joint - Slab	\$2.85	\$19,095.00	\$6.50	\$43,550.00	\$4.50	\$30,150.00	\$3.98	\$26,666.00	\$5.00	\$33,500.00
JC-3	700	LF	Control Joint - Parapet/Coping	\$3.75	\$2,625.00	\$6.50	\$4,550.00	\$7.00	\$4,900.00	\$5.63	\$3,941.00	\$8.00	\$5,600.00
JE-1	62	LF	Expansion Joint - Traffic Deck	\$65.00	\$4,030.00	\$100.00	\$6,200.00	\$90.00	\$5,580.00	\$223.82	\$13,876.84	\$200.00	\$12,400.00
PM-1	1	LS	Paint Markings - Pavement	\$2,750.00	\$2,750.00	\$3,000.00	\$3,000.00	\$3,600.00	\$3,600.00	\$6,395.60	\$6,395.60	\$6,000.00	\$6,000.00
SN-1	3	Each	Signs - New Handicap	\$215.00	\$645.00	\$500.00	\$1,500.00	\$200.00	\$600.00	\$387.43	\$1,162.29	\$500.00	\$1,500.00
TM-1	63,000	SF	Traffic Membrane - Topcoat Only	\$1.95	\$122,850.00	\$2.75	\$173,250.00	\$2.10	\$132,300.00	\$2.33	\$146,790.00	\$3.50	\$220,500.00
TM-2	2,500	SF	Traffic Membrane - Full System	\$4.40	\$11,000.00	\$5.15	\$12,875.00	\$4.50	\$11,250.00	\$6.45	\$16,125.00	\$8.00	\$20,000.00
TOTAL BASE BID				\$200,059.50		\$299,317.00		\$305,480.00		\$253,216.97		\$398,000.00	
Alternate Bid													
ALT-1	1	LS	Paint Markings - Pavement	\$7,500.00	\$7,500.00	\$9,000.00	\$9,000.00	\$6,800.00	\$6,800.00	\$7,825.00	\$7,825.00	\$15,000.00	\$15,000.00
TOTAL ALTERNATE BID A				\$7,500.00		\$9,000.00		\$6,800.00		\$7,825.00		\$15,000.00	
TOTAL BASE BID + ALTERNATE BID A				\$207,559.50		\$308,317.00		\$312,280.00		\$261,041.97		\$413,000.00	
Bid Certification				Y		Y		Y		Y		Y	
Addendum Acknowledged				Y		Y		Y (but didn't return signed copy)		Y		Y	
Bid Bond				Y		Y		Y		Y		Y	

Notes:

Restocon Corporation - Line items CC-1, JC-1, TM-2 were corrected using the unit price bid. Highlighted totals are correct.
 Restoration Services, Inc. - Line items CC-1, CS-1, JC-1, TM-1, TM-2 were corrected using the unit price bid. Highlighted totals are correct.

Northgate Parking Garage Project Location Map



Wellborn Rd

College Main St

Parking
Garage

University Dr





Legislation Details (With Text)

File #: 15-0294 **Version:** 1 **Name:** TAMUS ILA for ITS Master Plan
Type: Agreement **Status:** Consent Agenda
File created: 6/4/2015 **In control:** City Council Regular
On agenda: 6/25/2015 **Final action:**
Title: Presentation, possible action, and discussion on an ILA with the Texas A&M University System (TAMUS) providing \$1 Million for implementation support of the City's ITS Master Plan. The funds are apportioned to TTI (\$150,000) for the analysis and review of the ITS Master Plan and to the City of College Station (\$850,000) for development and implementation of the ITS Master Plan.
Sponsors: Troy Rother
Indexes:
Code sections:
Attachments: [ILA w TAMUS - \\$1M.pdf](#)

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

Presentation, possible action, and discussion on an ILA with the Texas A&M University System (TAMUS) providing \$1 Million for implementation support of the City's ITS Master Plan. The funds are apportioned to TTI (\$150,000) for the analysis and review of the ITS Master Plan and to the City of College Station (\$850,000) for development and implementation of the ITS Master Plan.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: In response to the anticipated growth in population and the expansion of Kyle Field, the City Council approved the development of the ITS Master Plan. This plan upgrades the City's traffic signal technology to begin addressing some of the congestion issues we are experiencing as well as those during TAMU football games.

Because this plan will allow for better management of post TAMU football game traffic, the TAMUS would like to give the City \$850,000 to more quickly implement the plan and/or procure more equipment that will further assist with the management of game day traffic as well as daily peak period congestion.

This agreement requires that TTI review and approve the plan including the equipment before TAMUS will provide the funds to the City. This partnership between the City and TTI has already been active in the implementation of the ITS Master Plan in anticipation of the approval of this agreement.

Budget & Financial Summary: As outlined in the ILA, the TAMUS has agreed to participate in the

amount of \$1,000,000 for the analysis and revision to the ITS Master Plan and the purchase of equipment approved by TTI. Payment in the amount of \$150,000 will be paid directly to TTI for the analysis and revision and payment in the amount of \$850,000 will be made to the City of College Station after the approved equipment contract is procured. It is anticipated that the funds from TAMUS may be used to expand the scope of the project as originally defined by the City of College Station.

Attachments:

1. Interlocal Agreement

**INTERLOCAL AGREEMENT FOR
GAME DAY REVISIONS TO THE ITS MASTER PLAN
BETWEEN THE TEXAS A&M UNIVERSITY SYSTEM AND
CITY OF COLLEGE STATION**

This Agreement is, by and between the **City of College Station**, a Texas home-rule municipal corporation (hereinafter “City”), and **The Texas A&M University System**, an agency of the state of Texas, (“TAMUS”).

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes the City and the TAMUS to enter into this Agreement; and

WHEREAS, the Texas A&M Transportation Institute (TTI) developed traffic flow concepts and traffic control plans that were implemented by Texas A&M University (TAMU) and City of College Station; and

WHEREAS, the City and TAMU have discussed the need and desire to update the traffic plan and the signal systems that implement that plan to quickly and efficiently move game-day traffic away from the stadium and out of the community, not only to meet the desires and expectations of the fans, but also to more quickly relieve the congestion on the roadways and minimize the impacts on the local residents; and

WHEREAS, the City of College Station developed an Intelligent Transportation System (ITS) Master Plan with a list of equipment, budget and schedule to improve the traffic signal system for every day as well as game days; and

WHEREAS, there is a need to compare and analyze the ITS Master Plan with the 2014 football game day experience, as well as a broader set of equipment and functions that might be deployed for game days and regular days (the Project); and

WHEREAS, TAMUS wishes to add \$1 million in funding to support the City of College Station’s analysis of and revisions to the ITS Master Plan development and implementation; and

WHEREAS, the TTI will use a portion of the funding to review and modify as needed the ITS Master Plan to adapt to new game day and regular day requirements and opportunities, and develop and approve a revised priority list of all equipment and functions in the Master Plan; and

WHEREAS, the City and TAMUS represent that each is independently authorized to perform the functions and obligations contemplated in this Agreement; and

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

I DEFINITIONS

1.1 City or College Station is the City of College Station, a Texas home rule municipal corporation whose principal office is located at 1101 Texas Avenue, College Station, Texas 77840.

1.2 The Texas A&M University System (TAMUS), a state institution of higher education and an agency of the state of Texas, whose principal office is located at 301 Tarrow Street, College Station, TX 77840.

1.3 Effective Date. The date on which this Agreement is executed by the last party shall be the date this Agreement goes into effect.

1.5 Final Completion. The term “Final Completion” means that all the work on the Project has been completed, all payments have been made, all documentation, and all closeout documents have been executed and approved as required, and other City documentation has been issued for the Project, and all reports have been submitted and reporting requirements have been met.

II COST PARTICIPATION

2.1 Agree to Participate. TAMUS agrees to participate in the amount of **One Million Dollars and No Cents** (\$1,000,000.00) for analysis of and revision to the ITS Master Plan and the equipment that will be approved by TTI. TAMUS agrees to participate in two payments, 1) funding for the TTI services and 2) a final payment for equipment upon approval by TTI to the City of College Station.

a. The payment for the work to be conducted by TTI will be in the amount of **One Hundred and Fifty Thousand Dollars and No Cents** (\$150,000) and will be paid directly to TTI.

b. TAMUS’s payment to the City of College Station will be **Eight Hundred and Fifty Thousand Dollars and No Cents** (\$850,000) and will be made only upon approval of TTI.

2.2 Approval for Payment. TTI will review equipment proposed by the City to implement the revised ITS Master Plan. TTI will certify that the equipment and functions proposed by the City meet the needs for new game day and regular day requirements and opportunities, or TTI will propose and work with the City and its consultant to develop alternative equipment packages.

2.3 Application for Payment. Application for payment to the City by TAMUS for TAMUS’s total financial portion shall be sent within thirty (30) days after the approved equipment contract is procured.

2.4 Time of Payment. Upon receipt of the application for payment, TAMUS agrees that it will pay the City within thirty (30) days of receipt of the payment application and consistent with Texas Prompt Pay law.

III CITY'S RESPONSIBILITIES

3.1 Professional Services Procurement Act. The City, at its sole discretion, will determine the most highly qualified professional, for the analysis of and revision to the ITS Master Plan, pursuant to Chapter 2254 of the Texas Government Code, as amended and other applicable laws, to complete the Project.

3.2 Project Manager. The City will serve as project manager to for the professional services contract.

3.3 Copies of Deliverables. The City will provide one PDF copy of each of the final accepted deliverables created under the professional services agreement described above to TAMUS within five (5) business days of acceptance by the City.

IV GOVERNMENTAL IMMUNITY AND RELEASE

4.1 TAMUS and City both enjoy sovereign and governmental immunity, respectively. By entering into this Agreement, neither TAMUS nor City consents to suit, the waiver of their respective immunity, the right to claim such exemptions or privileges as may be provided by law, or the waiver of limitation as to damages under the Texas Tort Claims Act.

4.2 To the extent permitted by the Constitution and laws of the state of Texas, the City and TAMUS each individually agree to hold the other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, for damage to any property, arising out of or in connection with the obligations pursuant to this Agreement.

V GENERAL PROVISIONS

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

5.2 Choice of Law and Venue. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas.

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

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

5.5 Notice. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic transmission confirmed by mailing written confirmation at substantially the same time as such electronic transmission, or personally delivered to an officer of the receiving party at the following addresses below. Each party may change its address by written notice in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when received for by, or actually received by, the party.

City of College Station
Director of Public Works
P. O. Box 9960
College Station, TX 77842
dharmon@cstx.gov

The Texas A&M University System
Office of the Chancellor
301 Tarrow Street, 7th Floor
College Station, TX 77840
bhamilton@tamus.edu

With copies to:
City Manager
1101 Texas Avenue
PO Box 9960
College Station, TX 77842

The Texas A&M University System
Office of General Counsel
301 Tarrow Street, 6th Floor
College Station, TX 77840
rbonilla@tamus.edu

5.6 Multiple Originals. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

THE TEXAS A&M UNIVERSITY SYSTEM

CITY OF COLLEGE STATION

By: 
Billy Hamilton
Executive Vice Chancellor and CFO

By: _____
City Manager

Date: 4-1-15

Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager – CFO
Date: _____



Legislation Details (With Text)

File #:	15-0295	Version:	1	Name:	Wastewater Treatment Plants Equipment Replacement Project
Type:	Contract	Status:		Status:	Consent Agenda
File created:	6/4/2015	In control:		In control:	City Council Regular
On agenda:	6/25/2015	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on professional services contract no. 15-105 with Jones & Carter, Inc. in the amount of \$164,000; for the conceptual design for the Treatment Plants Equipment Replacement Project.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	WWTP Map.pdf				

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

Presentation, possible action, and discussion on professional services contract no. 15-105 with Jones & Carter, Inc. in the amount of \$164,000; for the conceptual design for the Treatment Plants Equipment Replacement Project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: The scope of this contract includes conceptual design services for Carters Creek and Lick Creek Wastewater Treatment Plants. This project consists of three separate projects identified in the budget: Carters Creek Electrical Improvements Project; Carters Creek Centrifuge Improvements Project; and the Lick Creek Generator Replacement Project. The Carters Creek Electrical Improvements project includes replacement of major electrical switchgear, replacement of Motor Control Centers, and replacement of electrical feeder ductbank and wires. The Carters Creek Centrifuge Improvements project includes enhancements to the electrical and instrumentation components of the existing centrifuge and installation of a second sludge dewatering unit. The Lick Creek Generator Replacement project includes a new backup generator to power the Lick Creek treatment plant in case of an emergency or power outage. Upon completion of this contract, an additional design contract will be negotiated for the final design, bidding, and construction administration services for this project.

Jones & Carter was selected for this project as the most highly qualified firm as part of RFQ# 15-023.

Budget & Financial Summary: Funds in the amount of \$4,937,685 are budgeted for this project in the Wastewater Capital Improvement Fund.

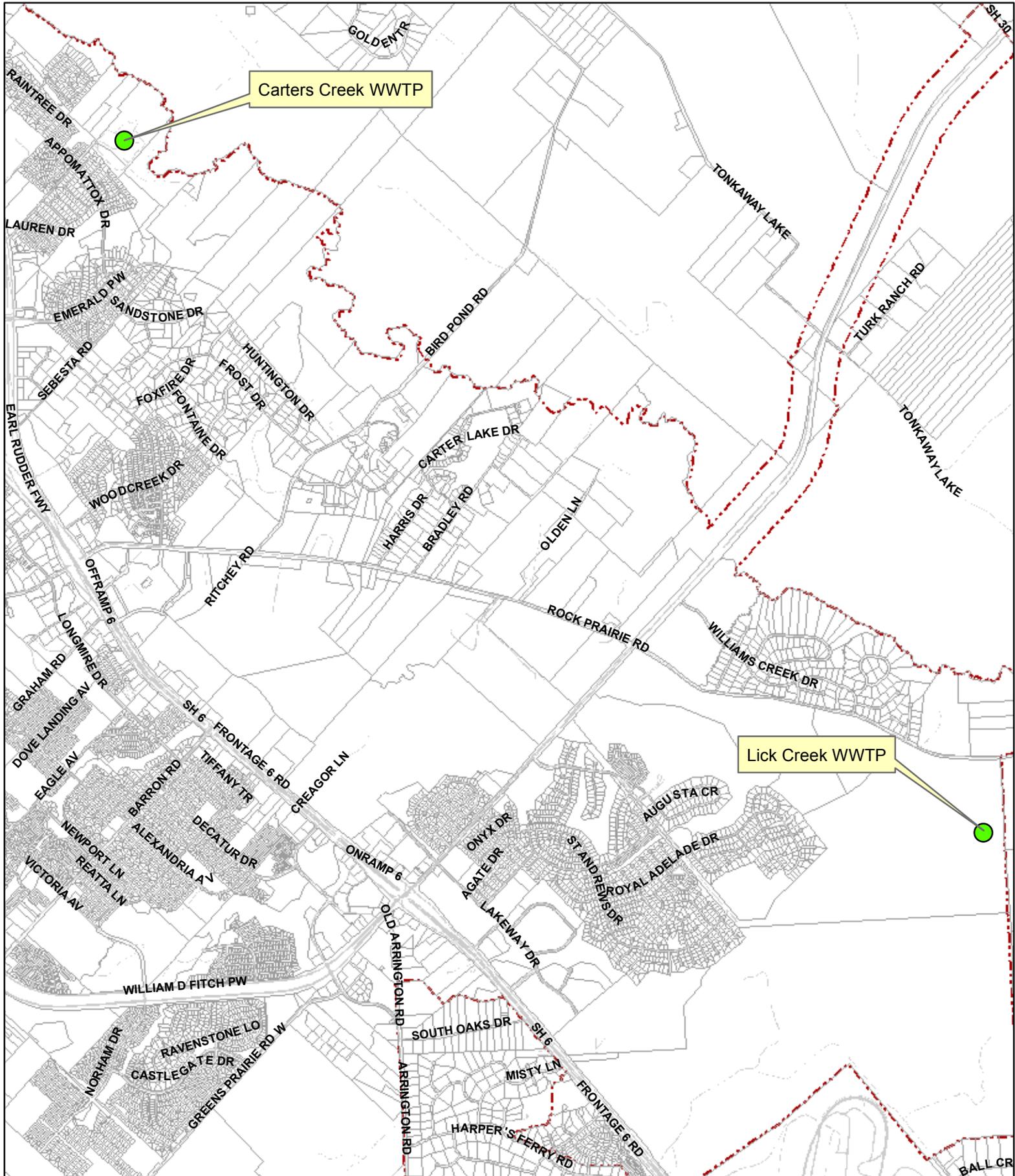
Attachments:

- 1.) Contract - On file in the City Secretary's Office
- 2.) Project Location Maps



CITY OF COLLEGE STATION

Treatment Plants Major Equipment Replacement Project





Legislation Details (With Text)

File #:	15-0302	Version:	1	Name:	Zoll Purchase
Type:	Contract	Status:		Status:	Consent Agenda
File created:	6/5/2015	In control:		In control:	City Council Regular
On agenda:	6/25/2015	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on a purchase agreement for new Zoll Medical X Series Manual Monitors / Defibrilators for \$239,246.13.				
Sponsors:	Eric Hurt				
Indexes:					
Code sections:					
Attachments:	Zoll.pdf				

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

Presentation, possible action, and discussion on a purchase agreement for new Zoll Medical X Series Manual Monitors / Defibrilators for \$239,246.13.

Relationship to Strategic Goals: (Select all that apply)

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

Recommendation(s): Staff recommends approval.

Summary: This request is to replace our current cardiac monitors that have reached the end of their service life. Our current cardiac monitors are between ten and fifteen years old. The Life Pack 12 models are beginning to have failures with components and are constantly requiring extended down time. Several years ago we replaced the units on our fire engines with AEDs and placed their units in a reserve status to extend the lifespan on them and allow us to continue to have in-service units for our ambulances. The units are used on every EMS call as the main diagnostic tool for our paramedics, they provide pulse, blood pressure, oxygen saturation level, end tidal CO2 and both 12 and 3 lead cardiac recording. The units also transmit the patient information to the area hospitals for further evaluation by physicians.

Budget & Financial Summary: Funds are available in Fire Department budget through an approved SLA. The Quote on these units comes from HGAC Contract # EE08-13 Pricing.

Attachments:



ZOLL Medical Corporation

Worldwide Headquarters
 269 Mill Rd
 Chelmsford, Massachusetts 01824-4105
 (978) 421-9655 Main
 (800) 348-9011
 (978) 421-0015 Customer Support
 FEDERAL ID#: 04-2711626

TO: College Station Fire Department

300 Krenek Tap Road
 College Station, TX 77840

Attn: **Chief Jon Mies**

email: jmies@cstx.gov
 Tel: 979-764-3705

QUOTATION 191352 V:1

DATE: May 20, 2015

TERMS: Net 30 Days

FOB: Destination **

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2241411-01	<p>X Series ® Manual Monitor/Defibrillator \$14,995 with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • Six (6) foot 3- Lead ECG cable • MFC cable • MFC CPR connector • A/C power adapter/ battery charger • A/C power cord • One (1) roll printer paper • 6.6 Ah Li-ion battery • Carry case • Declaration of Conformity • Operator's Manual • Quick Reference Guide <p>• One (1)-year EMS warranty</p> <p>Advanced Options: Real CPR Help Expansion Pack \$ 995 CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering</p> <p>ZOLL Noninvasive Pacing Technology: \$2,550</p>	7	\$43,370.00	\$33,394.90	\$233,764.30 **

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

Page 1 Subtotal \$233,764.30

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. **PRICES QUOTED ARE VALID FOR AN ORDER RECEIVED ON OR BEFORE JUNE 30, 2015**
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. **FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.**
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Steven Bagwell
 EMS Territory Manager
 800-242-9150, x9295



ZOLL Medical Corporation

Worldwide HeadQuarters
 269 Mill Rd
 Chelmsford, Massachusetts 01824-4105
 (978) 421-9655 Main
 (800) 348-9011
 (978) 421-0015 Customer Support
 FEDERAL ID#: 04-2711626

TO: College Station Fire Department

300 Krenek Tap Road
 College Station, TX 77840

Attn: **Chief Jon Mies**

email: jmies@cstx.gov
 Tel: 979-764-3705

QUOTATION 191352 V:1

DATE: May 20, 2015

TERMS: Net 30 Days

FOB: Destination **

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		Masimo Pulse Oximetry				
		SP02, SpCO & SpMet \$6,895 <ul style="list-style-type: none"> • Signal Extraction Technology (SET) • Rainbow SET (for SpCO & SpMet) 				
		NIBP Welch Allyn includes: \$3,495 <ul style="list-style-type: none"> • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff 				
		End Tidal Carbon Dioxide monitoring (ETCO2) Oridion Microstream Technology: \$4,995 Order required Microstream tubing sets separately				
		Interpretative 12- Lead ECG: \$8,450 <ul style="list-style-type: none"> • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set 				
		Two Temperature monitoring channels with digital displays: \$ 995 Order Temperature probes separately				
2	8000-0580-01	Six hour rechargeable Smart battery	14	\$495.00	\$420.75	\$5,890.50 *
3	8200-000100-01	Single Bay Charger for tthe SurePower and SurePower II batteries	5	\$945.00	\$774.90	\$3,874.50 *
4	8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	1	\$2,583.00	\$2,195.55	\$2,195.55 *

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

Page 2 Subtotal \$245,724.85

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR AN ORDER RECEIVED ON OR BEFORE JUNE 30, 2015
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Steven Bagwell
 EMS Territory Manager
 800-242-9150, x9295



ZOLL Medical Corporation

Worldwide Headquarters
 269 Mill Rd
 Chelmsford, Massachusetts 01824-4105
 (978) 421-9655 Main
 (800) 348-9011
 (978) 421-0015 Customer Support
 FEDERAL ID#: 04-2711626

TO: College Station Fire Department

300 Krenek Tap Road
 College Station, TX 77840

Attn: **Chief Jon Mies**

email: jmies@cstx.gov
 Tel: 979-764-3705

QUOTATION 191352 V:1

DATE: May 20, 2015

TERMS: Net 30 Days

FOB: Destination

FREIGHT: Prepay and Add

**

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
5	8000-000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	10	\$845.00	\$405.94	\$4,059.40	*
6	8000-000372	SpO2/SpCO/SpMet Rainbow DCI Reusable Sensor/Cable (3 ft), Pedi	10	\$845.00	\$381.30	\$3,813.00	*
7	8000-0341	SpO2/SpCO/SpMet Rainbow Resuable Patient Cable: Connects to Single Use Sensors (4 ft)	10	\$245.00	\$168.75	\$1,687.50	*
8	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	7	\$157.50	\$133.88	\$937.16	*
9	REUSE-07-2MQ	Welch Allyn REUSE-07-2MQ Cuff, Infant, 2-Tube, Twist lock connector	7	\$52.50	\$44.63	\$312.41	*
10	REUSE-09-2MQ	Welch Allyn Cuff, Child, 2-Tube, Twist lock connector	7	\$52.50	\$44.63	\$312.41	*
11	8900-0400	CPR stat*padz HVP Multi-Function CPR Electrodes - 8 pair/case	7	\$560.00	\$476.00	\$3,332.00	*
12	8900-0810-01	pedi*padz® II Pediatric Multi-Function Electrodes - Designed for use with the AED Plus. The AED recognizes when pedi*padz II are connected and automatically proceeds with a pediatric ECG and adjusts energy to pediatric levels. Twenty four (24) month shelf-life. One pair.	14	\$95.00	\$80.75	\$1,130.50	*

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

Page 3 Subtotal

\$261,309.23

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. **PRICES QUOTED ARE VALID FOR AN ORDER RECEIVED ON OR BEFORE JUNE 30, 2015**
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. **FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.**
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Steven Bagwell
 EMS Territory Manager
 800-242-9150, x9295



ZOLL Medical Corporation

Worldwide HeadQuarters
 269 Mill Rd
 Chelmsford, Massachusetts 01824-4105
 (978) 421-9655 Main
 (800) 348-9011
 (978) 421-0015 Customer Support
 FEDERAL ID#: 04-2711626

TO: College Station Fire Department

300 Krenek Tap Road
 College Station, TX 77840

Attn: **Chief Jon Mies**

email: jmies@cstx.gov
 Tel: 979-764-3705

QUOTATION 191352 V:1

DATE: May 20, 2015

TERMS: Net 30 Days

FOB: Destination **

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
13	8300-0802-01	12-Lead one step ECG cable - AAMI includes 4-Lead trunk cable and removable precordial 6 lead set.	3	\$325.00	\$276.25	\$828.75 *
14	8300-0783	Multifunction Therapy Cable - X Series, PPM	3	\$298.00	\$253.30	\$759.90 *
15	8000-0370	CPR Connector	3	\$265.00	\$198.75	\$596.25 *
16	8000-000901-01	ECG plain white paper- 80mm (pack of 6 rolls)	14	\$24.00	\$18.00	\$252.00 **
17	7800-0311	LifePak 12 Biphasic w/Pacing + 3 parameters or more Trade-In Trade value guaranteed only through June 30, 2015. <u>*Trade in values are only valid through June 30, 2015.*</u> *Reflects Houston-Galveston Area Council (HGAC) Contract # EE08-13 Pricing. **Reflects Discount Pricing.	7		(\$3,500.00)	(\$24,500.00) ***

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

Page 4 Subtotal \$239,246.13

- DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
- PRICES QUOTED ARE VALID FOR AN ORDER RECEIVED ON OR BEFORE JUNE 30, 2015**
- APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
- ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
- FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.**
- ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
- PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Steven Bagwell
 EMS Territory Manager
 800-242-9150, x9295



ZOLL Medical Corporation

Worldwide Headquarters
 269 Mill Rd
 Chelmsford, Massachusetts 01824-4105
 (978) 421-9655 Main
 (800) 348-9011
 (978) 421-0015 Customer Support
 FEDERAL ID#: 04-2711626

TO: College Station Fire Department

300 Krenek Tap Road
 College Station, TX 77840

Attn: **Chief Jon Mies**

email: jmies@cstx.gov
 Tel: 979-764-3705

QUOTATION 191352 V:1

DATE: May 20, 2015

TERMS: Net 30 Days

FOB: Destination

FREIGHT: Prepay and Add

**

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
<p>***Trade-In Value valid if all units purchased are in good operational and cosmetic condition, and include all standard accessories such as paddles, cables, etc. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.</p>						

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

TOTAL \$239,246.13

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR AN ORDER RECEIVED ON OR BEFORE JUNE 30, 2015
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. **FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.**
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Steven Bagwell
 EMS Territory Manager
 800-242-9150, x9295

ZOLL QUOTATION GENERAL TERMS & CONDITIONS

1. ACCEPTANCE. This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the City the equipment listed, including a license to use certain software, in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgment by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the City. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the City shall create an agreement between ZOLL Medical Corporation and the City (hereinafter referred to as the "Contract") the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver change or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

2. DELIVERY AND RISK OF LOSS. Risk of loss, damage or destruction of the materials covered by this Contract shall be borne by ZOLL Medical Corporation until delivery in good condition of products conforming to ZOLL Medical Corporation's published specifications at the F.O.B. point designated on this Quotation or Contract. Any rejected goods shall be repaired or replaced in accordance with #6 Warranty.

3. TERMS OF PAYMENT. Payment by City is due thirty (30) Days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

4. CREDIT APPROVAL. All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

5. TAXES & FEES. The City is tax exempt. The City must provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

6. WARRANTY. (a) ZOLL Medical Corporation warrants to the City that from the date of installation the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the City either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the City, unless such modification is made with the prior written approval of ZOLL Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the City and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. SOFTWARE LICENSE. (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to City pursuant to a nonexclusive limited license on the terms hereinafter set forth. (b) City may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein. (c) All rights in the Software remain the product of ZOLL Medical Corporation, and City shall have no right or interest therein except as expressly provided herein. (d) City's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation. (e) City may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) City understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet City's requirements. Except as set forth in section 7(f), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. City's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.

8. DELAYS IN DELIVERY. ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the City to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

9. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATIONS PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

10. PATENT INDEMNITY. ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the City for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the City gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the City gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the City's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

11. CLAIMS FOR SHORTAGE. Each shipment of Equipment shall be promptly examined by the City upon receipt thereof. The City shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

12. RETURNS AND CANCELLATION. (a) The City shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The City receives authorization from ZOLL Medical Corporation to return a product for credit, the City shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any such change in delivery caused by the City that causes a delivery date greater than six (6) months from the City's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

13. APPLICABLE LAW. This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

14. COMPLIANCE WITH LAWS. (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The City shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

15. NON-WAIVER OF DEFAULT. In the event of any default by the City, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services without in any way affecting its right under such order. If despite any default by City, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the City or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the City can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

16. ASSIGNMENT. This Quotation, and the Contract, may not be assigned by the City without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

17. TITLE TO PRODUCTS. Title to right of possession of the Equipment sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the City and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the City to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.

VETERAN'S EMPLOYMENT - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

EMPLOYMENT OF HANDICAPPED - if this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

EQUAL OPPORTUNITY EMPLOYMENT - if this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth as 41 CFR 60-1.40.

19. VALIDITY OF QUOTATION. This Quotation shall be valid and subject to acceptance by the City, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

20. GENERAL. Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the State of Texas, Brazos County. This constitutes the entire agreement between City and ZOLL Medical Corporation with respect to the purchase and sale of the Equipment described in the face hereof, and only representations or statements contained herein shall be binding upon ZOLL Medical Corporation as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon ZOLL Medical Corporation unless made in writing and signed by a duly authorized representative of ZOLL Medical Corporation. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by City for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of City's prior offer, such acceptance is expressly made conditional on assent by City to the terms hereof, and, without limitation, acceptance of the goods by City to the terms hereof, and, without limitation, acceptance of the goods by City shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days' notice.

ZOLL Medical Corporation



Legislation Details (With Text)

File #: 15-0249 **Version:** 1 **Name:** Aspen Heights PDD Rezoning
Type: Rezoning **Status:** Agenda Ready
File created: 5/13/2015 **In control:** City Council Regular
On agenda: 6/25/2015 **Final action:**

Title: Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural and GS General Suburban to PDD Planned Development District for the property being approximately 28.5 acres situated in the Crawford Burnett League, Abstract No. 7, Brazos County, Texas and being a part of that certain called 69.37 acre tract as described in deed from James G. Butler to J & J Butler Family Partnership, Ltd. of record in Volume 7551, Page 41, Official Records of Brazos County, Texas, being generally located along Holleman Drive South across from Saddle Lane and the Quail Run subdivision.

Sponsors: Jason Schubert

Indexes:

Code sections:

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

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

Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural and GS General Suburban to PDD Planned Development District for the property being approximately 28.5 acres situated in the Crawford Burnett League, Abstract No. 7, Brazos County, Texas and being a part of that certain called 69.37 acre tract as described in deed from James G. Butler to J & J Butler Family Partnership, Ltd. of record in Volume 7551, Page 41, Official Records of Brazos County, Texas, being generally located along Holleman Drive South across from Saddle Lane and the Quail Run subdivision.

Relationship to Strategic Goals: Diverse Growing Economy

Recommendations: The Planning and Zoning Commission considered this item at their May 7, 2015 meeting and voted 4-1 to recommend approval of the rezoning request. 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 May 12, 2015 meeting and voted 7-0 to recommend to accept the fee changes but included as part of their motion that they were not comfortable with the fees for future projects and would ask Council to consider additional fees for developments with higher bedroom counts per unit. Staff recommends denial of the request due to concerns of the existing transportation network's ability to handle the additional traffic created by the proposed development.

Summary: The Unified Development Ordinance provides the following review criteria for zoning map amendments:

Review Criteria

- 1. Consistency with the Comprehensive Plan:** The subject area is designated on the Comprehensive Plan Future Land Use and Character Map as Urban and is located in Growth Area V. The Urban designation is generally for areas that should have a very intense level of development activities. These areas will tend to consist of townhomes, duplexes, and high-density apartments. General commercial and office uses, business parks, and vertical mixed-use may also be permitted within Growth Area V. The proposed PDD Planned Development District is for a multi-family development so the proposed land use is consistent with the uses anticipated in the Comprehensive Plan for this area. The availability of adequate infrastructure, however, factors into the appropriate timing of development.
- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The property in the immediate vicinity is mostly zoned R Rural and largely undeveloped. Across Holleman Drive South from the subject tract is the Quail Run Subdivision located outside the City limits in the extraterritorial jurisdiction. Some of the property to the north is developed as warehouse, office, and storage uses. The proposed zoning would not be a continuation of the general character of the area but of the general character anticipated as this area develops.
- 3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The subject tract is suitable for multi-family uses. The area is in relative proximity to the Texas A&M University campus and is close to other existing and planned multi-family developments. Being located adjacent to the railroad does not make residential development ideal, though this development pattern has occurred in other areas along the railroad due to the demand for additional residential units.
- 4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The subject tract is on the northern edge of a large undeveloped area that includes multiple tracts that in aggregate are approximately 150 acres. While the long-term development trends in this area will likely stimulate development, the subject tract is currently adjacent to other large undeveloped tracts and could continue to serve as agriculture uses in the interim.
- 5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The subject tract is largely zoned R Rural which is not very marketable for development purposes but can be utilized for lesser intense uses. The portion of the tract along the railroad was zoned for single-family, GS General Suburban, upon annexation as this was the default zoning district at the time. Single-family uses adjacent to the railroad is not highly marketable.
- 6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** The majority of the subject tract lies within City of College Station Certificate of Convenience and Necessity (CCN) for water service. The southern portion of the proposed request is located in Wellborn Special Utility District (SUD) CCN. Through discussion with Wellborn SUD, they have agreed to consider to allow the City to serve the entire

development. This arrangement would be finalized if the project were approved and continued forward with development. There is an existing 8-inch waterline along Holleman Drive South available to serve the tract. Water transmission mains also exist on the northern and eastern property lines but may not be tapped with site development based on their size.

Along the east side of the tract there is a 12-inch sanitary sewer main which currently has capacity to serve the development. This property is located within the Steeplechase-Wellborn Sanitary Sewer Impact Fee Area. Detention is required in this area, where stormwater from the tract generally discharges to the east within the Bee Creek Drainage Basin. Drainage and other public infrastructure required with site development shall be designed and constructed in accordance with BCS Unified Design Guidelines.

The subject tract is adjacent to Holleman Drive South which is identified on the Thoroughfare Plan as a four-lane Major Collector, but is currently constructed as a two-lane rural section road in this area. A four-lane section exists to the north between North Dowling Road and Harvey Mitchell Parkway South (FM 2818). Funding for the future expansion of Holleman Drive South has not been identified. A Minor Collector (future General Parkway) is also identified on the Thoroughfare Plan on the subject tract and this portion would be constructed with the development. General Parkway would be extended further south with future development of those tracts until it reaches Cain Road approximately a half mile away. Additional streets and public ways would be expected as part of subdivision regulation's block length requirement as tracts in the area develop to help create a local transportation network to provide alternative routes and distribution of traffic.

A traffic impact analysis (TIA) was provided with the rezoning application. According to the TIA, the proposed development will generate approximately 2,700 trips per day. The intersection of Holleman Drive South and Harvey Mitchell Parkway South currently has traffic movements experiencing an unacceptable level of service which will continue to decline as development occurs along the Holleman Drive South corridor. In the P.M. peak hour, upon completion of the development, all northbound movements at the intersection of Harvey Mitchell Parkway South and Holleman Drive South will reach an unacceptable level of service, defined by delays exceeding 55 seconds per vehicle. During this same time period, southbound traffic on Holleman Drive West is anticipated to experience an increased delay of 20 seconds per vehicle.

The intersections of Harvey Mitchell Parkway South with Holleman Drive South and Rock Prairie Road West with Wellborn Road (FM 2154) provide the main egress points for traffic coming from this portion of the City and adjacent areas of the County. The Thoroughfare Plan shows a future railroad crossing at Deacon Drive West, which would provide an additional future signalized point of egress for developments further south of the tract and should lessen traffic demand at the Harvey Mitchell Parkway South and Holleman Drive South intersection. The railroad crossing, however, is not currently funded, though is being considered as one of the potential projects to be included in the bond election anticipated later this year. If included and the bond package and approved by the voters, the project would be scheduled for design and construction in future years. In addition, the 2040 Metropolitan Transportation Plan anticipates improvements and widening of Harvey Mitchell Parkway South between Raymond Stotzer Parkway (FM 60) and Wellborn Road in 2019, which should improve the level of service at the intersection of Harvey Mitchell Parkway South and Holleman Drive South. These potential improvements, however, are not currently in place to provide the additional capacity for development of this size and scale. Of note, two rezonings for multi-family development along Holleman Drive South near Harvey Mitchell Parkway were approved within the past six months. These rezonings were amendments

to an existing PDD Planned Development District that was approved for multi-family and commercial uses in 2008. The TIAs submitted with those requests identified significant transportation improvements and mitigation to be constructed.

Review of Concept Plan

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

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

General

The proposed PDD Planned Development District is based on the new MF Multi-Family district that was adopted in December with some modifications. As shown on the Concept Plan, the proposed zoning is for a gated multi-family development consisting mostly of single-detached and duplex units that range between 2 and 5 bedrooms. The proposed minimum density of 8.7 units per acre is a modification request by the applicant to the MF Multi-Family district requirement of a minimum of 12 units per acre.

The proposed buildings will range from 20 to 40 feet in height. As shown on the Concept Plan, gated driveways are proposed to Holleman Drive South, the General Parkway extension, and the proposed Public Way. A 50-foot wide utility corridor is identified along the northern property boundary for the existing water transmission line and anticipated parallel water transmission line. Stormwater detention will be provided in the southeast corner of the site near the railroad.

The applicant has requested a provision to hold the effective date of the rezoning ordinance to be contingent upon the sale of the property from the current owner with the deed being recorded at the courthouse within the next six months (on or before November 30, 2015). This has come at the request of the current owner to retain the existing zoning if the closing does not occur.

Meritorious Modifications

The applicant has requested the following meritorious modifications, as identified in italics, with additional description provided:

- *Allow five-bedroom units types to allow up to five unrelated individuals in a dwelling unit.* The development anticipates a mixture of 2, 3, 4 and 5 bedroom units and renting the units by the bedroom. The applicant states allowing 2-5 bedroom units will provide more leasing options and help keep leases affordable. The applicant is also proposing additional parkland dedication fees for the additional bedrooms as described in the Community

Benefits section.

- *Reduce the minimum density required for MF Multi-Family districts from 12 units per acre to 8.7 units per acre.* The density reduction is requested to allow the arrangement of buildings and units to increase open space, common and gathering areas, and allow more quality of life amenities by providing a more neighborhood style development with smaller scale buildings.
- *Reduce the required throat depth of driveways leading up to a gated entrance to be no more than 60 feet.* The ordinance requires that gated entrances have a minimum throat depth from the intersecting street in order to allow sufficient room for vehicles to stack without backing up into the adjacent roadway. The throat depth requirement for gated areas in which more than 26 units are served is a minimum of 100 feet in depth.
- *Allow for block length and block perimeter waivers for the development.* The Urban designation allows a maximum block length of 660 feet and a maximum block perimeter of 2,000 feet. The Concept Plan proposes a Public Way which would provide an alternate route between General Parkway and Dowling Road when it would be extended with the future development of the tract to the north. The dimensions of the subject tract require additional street connections though the applicant has proposed to gate the development which eliminates the potential for these additional connections.

Community Benefits

The applicant has identified community benefits, as identified in italics, to offset the proposed meritorious modifications with additional description provided:

- *To enhance traffic flow along Holleman Drive South, a right turn lane will be constructed for northbound traffic to turn on Dowling Road. This will encourage drivers to use Dowling Road and then take Jones Butler Road toward campus, thereby bypassing the intersection of FM 2818 and Holleman Drive South.* Utilizing Dowling Road to the east as an alternate route to Jones Butler Road so as to avoid the intersection of Harvey Mitchell Parkway South and Holleman Drive South is desirable. It is not known though how beneficial providing a turn lane will be at encouraging the use of the alternate route.
- *Provide a private shuttle service from the development to the TAMU campus in the event that Texas A&M Transportation Services will not be expanding their bus route.* Transit service should have the effect of decreasing some of the traffic demand. Providing a requirement for the operation of a private shuttle service within a zoning ordinance could be problematic to administer and enforce.
- *Construct approximately 900 feet of General Parkway as required by City ordinance. The development was reconfigured to provide a public way from General Parkway to the northwest property line. Two of the entrances into these gated areas have been moved onto this public way.* The requirement to construct General Parkway and additional street connections is required by application of the standard ordinance.
- *Provide additional parkland funds for additional community enhancement of park facilities as warranted. This extra parkland fees amount will be based upon the number of "extra" bedrooms added to the project by the 5-bedroom units.* The difference in units lost by having 5 bedroom units instead of 4 bedroom units would be paid. Based on the current design of having 51 5-bedroom units (12.75 less units), additional parkland fees in the amount of \$20,859 would be provided. This fee arrangement will help offset additional density allowed by the 5-bedroom units. The Parks & Recreation Advisory Board provided a recommendation regarding the allowance to require additional fees at their May 12th meeting and recommended to accept the fee changes but included as part of their motion that they were not comfortable with the fee amounts for future projects and would ask Council to consider additional fees for developments with higher bedroom counts per unit.

Budget & Financial Summary: N/A

Attachments:

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

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: May 7, 2015

Advertised Council Hearing Date: May 28, 2015

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

None. The applicant held a neighborhood meeting on May 4, 2015 but no one attended.

Property owner notices mailed: Nine

Contacts in support: None at the time of staff report.

Contacts in opposition: None at the time of staff report.

Inquiry contacts: None at the time of staff report.

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Urban and Growth Area V	R Rural and M-2 Heavy Industrial	Mostly vacant with some storage and warehouse
South	Urban and Growth Area V	R Rural and GS General Suburban	Vacant
East (across Wellborn Road and railroad)	Urban and Growth Area V	GC General Commercial and GS General Suburban	Vacant
West (across Holleman Drive South)	Rural	N/A (ETJ)	Rural residential subdivision

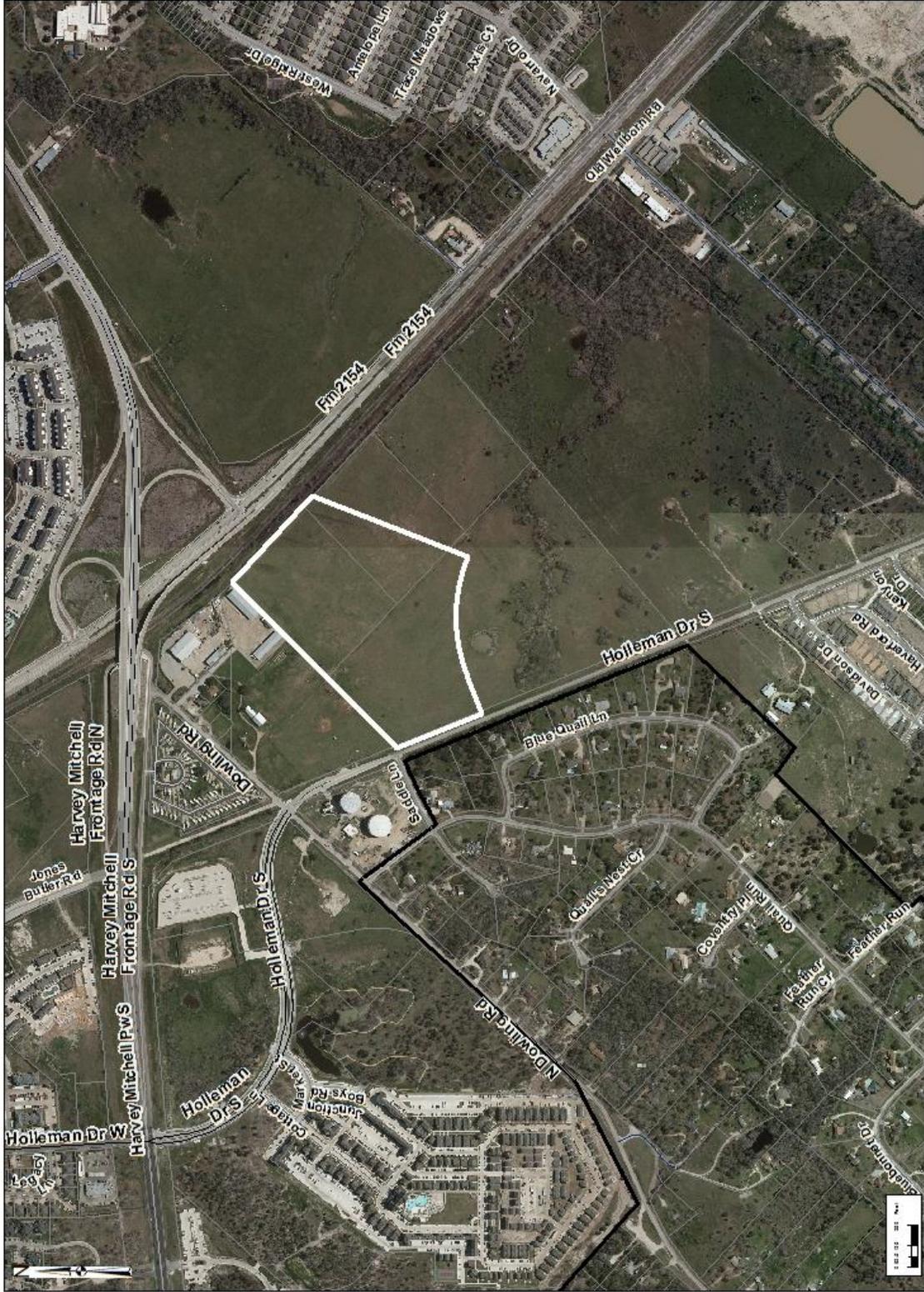
DEVELOPMENT HISTORY

Annexation: 1970 for portion currently zoned GS General Suburban, 2002 for portion currently zoned R Rural

Zoning: R-1 Single-Family Residential upon annexation, renamed to GS General Suburban in 2013; A-O Agricultural Open upon annexation, renamed to R Rural in 2013.

Final Plat: Property is not platted.

Site development: Vacant

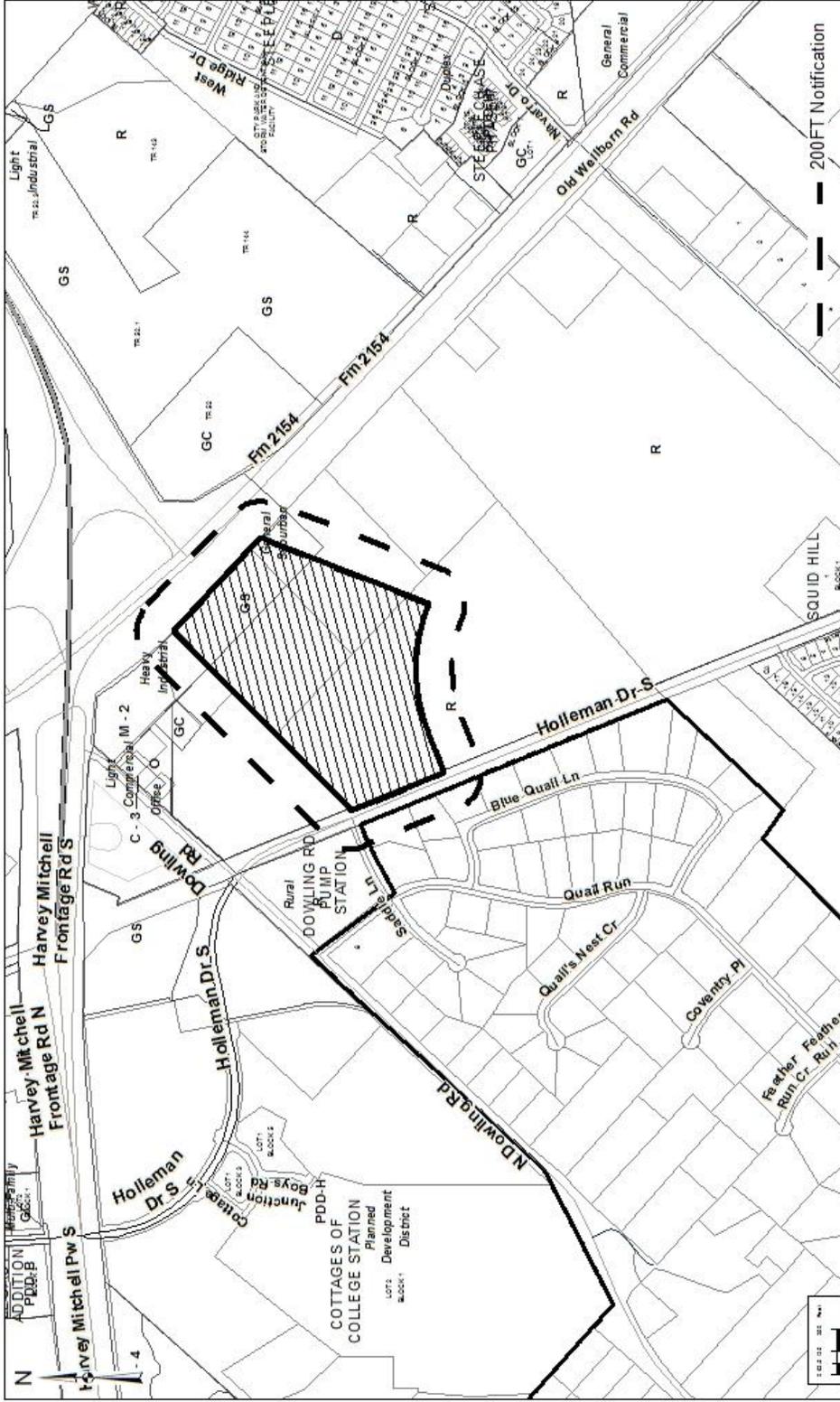


REZONING
Case: 15-43

ASPEN HEIGHTS

DEVELOPMENT REVIEW





Zoning Districts

R	Rural	R - 4	Multi-Family	BPI	Business Park	PDD	Planned Development District
E	Estate	R - 6	High Density Multi-Family	NAP	Natural Areas Protected	WPC	Wolf Pen Creek Dev. Corridor
RS	Restricted Suburban	MHP	Manufactured Home Park	C-3	Light Commercial	NG - 1	Core Northgate
GS	General Suburban	O	Office	M-1	Light Industrial	NG - 2	Transitional Northgate
R - 1B	Single Family Residential	SC	Suburban Commercial	M-2	Heavy Industrial	NG - 3	Residential Northgate
D	Duplex	GC	General Commercial	C-U	College and University	OV	Corridor Overlay
T	Townhouse	CI	Commercial-Industrial	R & D	Research and Development	RDD	Redevelopment District
		BP	Business Park	P-MUD	Planned Mixed-Use Development	KO	Krenek Tap Overlay

DEVELOPMENT REVIEW

ASPEN HEIGHTS

REZONING

Case: 15-43



ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 12-4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM R RURAL AND GS GENERAL SUBURBAN TO PDD PLANNED DEVELOPMENT DISTRICT FOR THE PROPERTY BEING APPROXIMATELY 28.5 ACRES SITUATED IN THE CRAWFORD BURNETT LEAGUE, ABSTRACT NO. 7, BRAZOS COUNTY, TEXAS AND BEING A PART OF THAT CERTAIN CALLED 69.37 ACRE TRACT AS DESCRIBED IN DEED FROM JAMES G. BUTLER TO J & J BUTLER FAMILY PARTNERSHIP, LTD. OF RECORD IN VOLUME 7551, PAGE 41, OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, BEING GENERALLY LOCATED ALONG HOLLEMAN DRIVE SOUTH ACROSS FROM SADDLE LANE AND THE QUAIL RUN SUBDIVISION; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", as described in Exhibit "B", and as shown graphically in Exhibit "C" and Exhibit "D", 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.

PART 4: Said Ordinance will not become effective unless a deed executed for purchase of the property is recorded in the Official Records of Brazos County, Texas on or before November 30, 2015.

PASSED, ADOPTED and APPROVED this 25th day of June, 2015

APPROVED:

MAYOR

ATTEST:

City Secretary

ORDINANCE NO. _____

Page 2

APPROVED:

City Attorney

EXHIBIT A

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

The following property is rezoned from R Rural and GS General Suburban to PDD Planned Development District:

FIELD NOTES
28.546 ACRES
OUT OF THE
J & J BUTLER FAMILY PARTNERSHIP, LTD.
CALLED 69.37 ACRES
VOLUME 7551, PAGE 41
CRAWFORD BURNETT LEAGUE, A – 7
CITY OF COLLEGE STATION
BRAZOS COUNTY, TEXAS

All that certain lot, tract or parcel of land being 28.546 acres situated in the CRAWFORD BURNETT LEAGUE, Abstract No. 7, Brazos County, Texas and being a part of that certain Called 69.37 acre tract as described in deed from James G. Butler to J & J Butler Family Partnership, Ltd. of record in Volume 7551, Page 41, Official Records of Brazos County, Texas, said 28.546 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron Rod with Cap found for the most westerly corner, said corner being located in the northeast right-of-way line of Holleman Drive South, said corner being in the southeast line of the Edsel G. Jones Called 18.51 acre tract as described in Volume 3841, Page 187, said corner also being located in the northwest line of said Called 69.37 acre tract;

THENCE N 45 ° 37 ' 03 " E, along the northwest line of said Called 69.37 acre tract and the southeast line of said Called 18.51 acre tract a distance of 556.99 feet to a 1/2" Iron Rod with Cap set for angle point;

THENCE N 44 ° 56 ' 23 " E, continuing along the northwest line of said Called 69.37 acre tract and the southeast line of said Called 18.51 acre tract a distance of 802.36 feet to a 1/2" Iron Rod with Cap set for the most northerly corner, said corner being the most northerly corner of said Called 69.37 acre tract, said corner being located in the southwest right-of-way line of Old Highway 6 as referenced in Volume 157, Page 500;

THENCE S 47 ° 02 ' 44 " E, along the northeast line of said Called 69.37 acre tract and the southwest line of said Old Highway 6 a distance of 688.10 feet to a 1/2" Iron Rod with Cap set for the most easterly corner, a 3/8" Iron Rod found for the most easterly corner of said Called 69.37 acre tract bears S 47 ° 02 ' 44 " E a distance of 1118.30 feet;

S 90° 00' 00" W FOR A DISTANCE OF 27.68 FEET TO A COMMON CORNER OF SAID REMAINDER OF 120.76 ACRE TRACT AND SAID LOT 2R, FOR REFERENCE A 1/2 INCH IRON ROD FOUND BEARS: S 61° 20' 31" E FOR A DISTANCE OF 0.12 FEET;

THENCE: S 04° 30' 13" W THROUGH SAID LOT 2R, SAME BEING THE WESTERLY LINE OF SAID 41.577 ACRE TRACT, FOR A DISTANCE OF 290.14 FEET, FOR REFERENCE A 1/2 INCH IRON ROD FOUND BEARS: S 25° 52' 12" E FOR A DISTANCE OF 0.50 FEET;

THENCE: S 02° 22' 39" E CONTINUING THROUGH SAID LOT 2R AND ALONG THE WESTERLY LINE OF SAID 41.577 ACRE TRACT FOR A DISTANCE OF 333.05 FEET TO THE NORTHEAST LINE OF THE WOODLANDS, ACCORDING TO THE PLAT RECORDED IN VOLUME 393, PAGE 521 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS. FOR REFERENCE A 1/2 INCH IRON ROD FOUND BEARS: S 73° 43' 24" E FOR A DISTANCE OF 0.24 FEET;

THENCE: N 48° 14' 40" W ALONG THE COMMON LINE OF SAID LOT 2R AND THE WOODLANDS FOR A DISTANCE OF 589.33 FEET TO A CONCRETE MONUMENT FOUND MARKING THE NORTH CORNER OF THE WOODLANDS AND AN EASTERLY CORNER OF A TRACT OF LAND CURRENTLY OWNED BY THE TEXAS A&M UNIVERSITY SYSTEM;

THENCE: N 48° 24' 12" W ALONG THE COMMON LINE OF SAID LOT 2R AND SAID TEXAS A&M TRACT FOR A DISTANCE OF 496.23 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF LOT 2, BLOCK 1, 2818 PLACE (PLAT 8721/259);

THENCE: N 41° 44' 04" E ALONG THE COMMON LINE OF SAID LOT 2R (THE COTTAGES OF COLLEGE STATION), SAID LOT 2 (2818 PLACE), SAID REMAINDER OF 120.76 ACRE TRACT AND THE AFOREMENTIONED LOT 1 (2818 PLACE) FOR A DISTANCE OF 2114.76 FEET TO THE **POINT OF BEGINNING** CONTAINING 32.488 ACRES OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND DECEMBER 2013. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502
D:\work\13-893.mab

EXHIBIT B

General Requirements

The PDD Planned Development District is based on the MF Multi-Family district with some modifications. The development will be a gated multi-family development consisting mostly of single-detached and two-unit buildings that range between 2 and 5 bedrooms. The primary buildings will range from 20 to 40 feet in height. The Concept Plan provides the conceptual layout of buildings, parking, and other features and improvements.

Meritorious Modifications

The following meritorious modifications to MF Multi-Family district requirements are included:

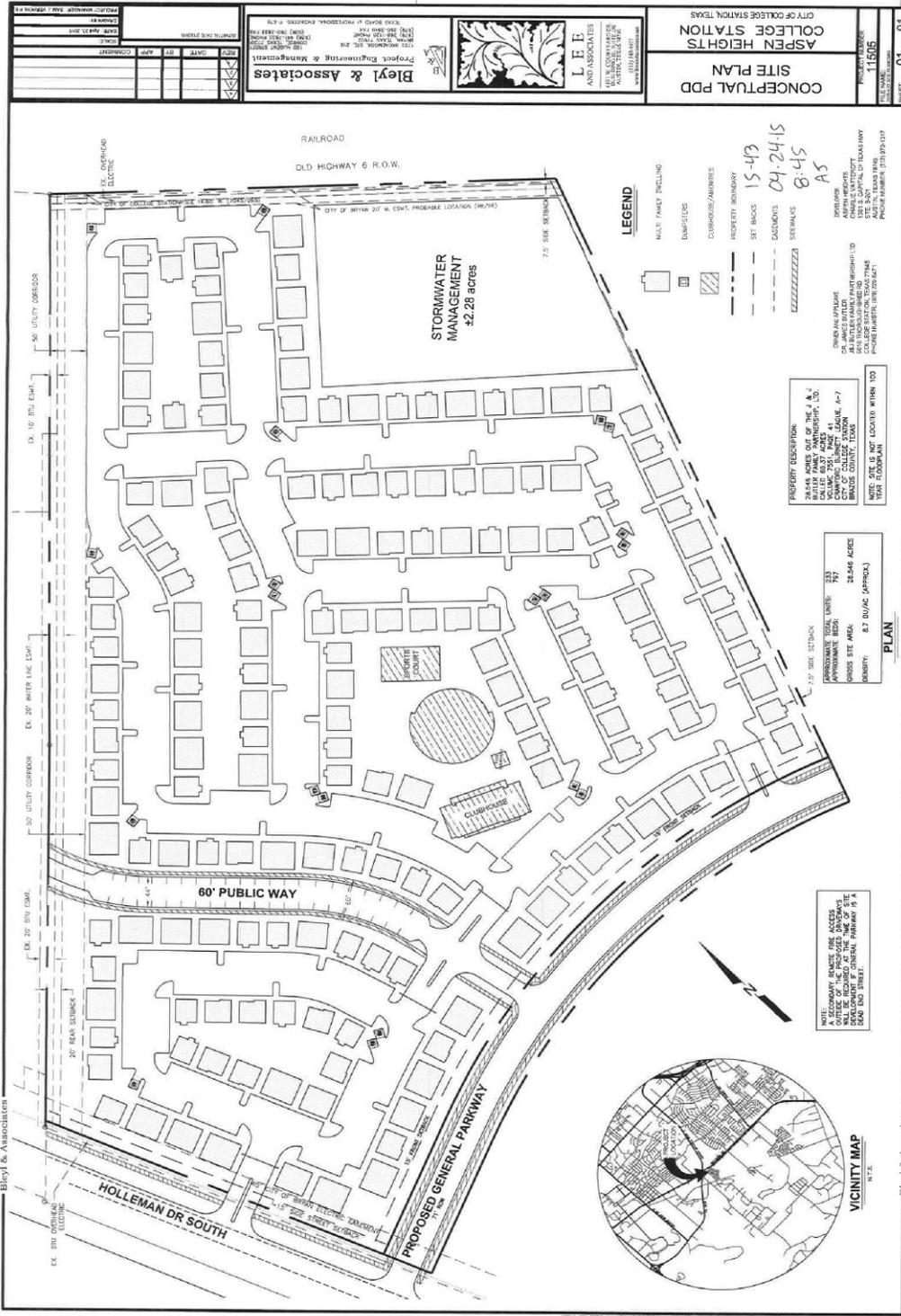
- Allow five-bedroom units types to allow up to five unrelated individuals in a dwelling unit.
- Reduce the minimum density from 12 units per acre to 8.7 units per acre.
- Reduce the required throat depth of driveways leading up to a gated entrance to be no more than 60 feet.
- Allow for block length and block perimeter waivers for the development.

Community Benefits

The following community benefits were offered as part of the request:

- Enhance traffic flow along Holleman Drive South, a right turn lane will be constructed for northbound traffic to turn on Dowling Road. This will encourage drivers to use Dowling Road and then take Jones Butler Road toward campus, thereby bypassing the intersection of FM 2818 and Holleman Drive South.
- Provide a private shuttle service from the development to the TAMU campus in the event that Texas A&M Transportation Services will not be expanding their bus route.
- Construct approximately 900 feet of General Parkway as required by City ordinance. The development was reconfigured to provide a public way from the General Parkway extension to the northwest property line. Two of the entrances into these gated areas have been moved onto this public way.
- Provide additional parkland funds for additional community enhancement of park facilities as warranted. This extra parkland fees amount will be based upon the number of “extra” bedrooms added to the project by the 5-bedroom units.

EXHIBIT C: CONCEPT PLAN

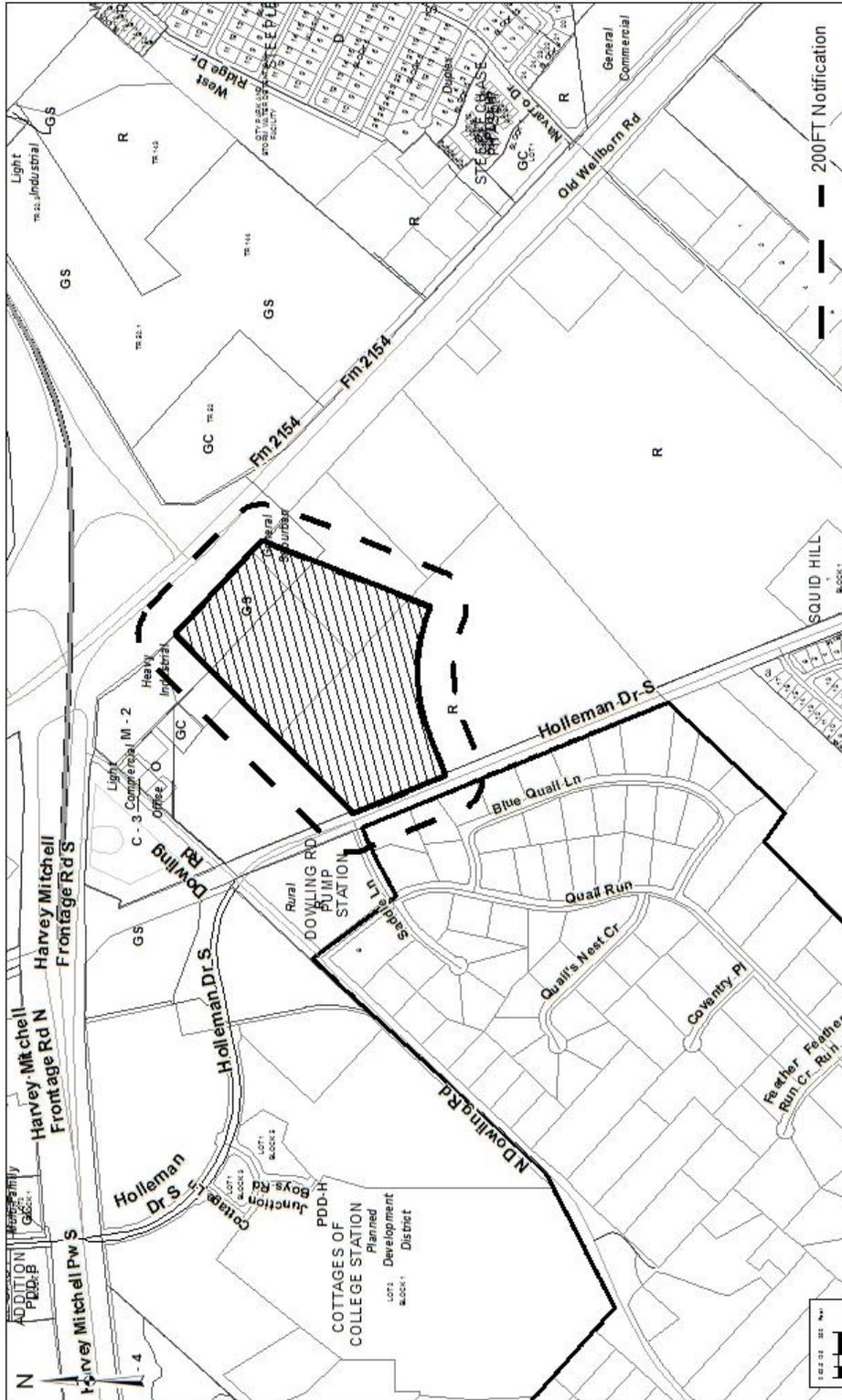


Bleyl & Associates

Bleyl & Associates

DATE: 11/15/05

EXHIBIT D



Zoning Districts

R	Rural	R-4	Multi-Family	BPI	Business Park Industrial	PDD	Planned Development District
E	Estate	R-6	High Density Multi-Family	NAP	Natural Areas Protected	WFC	Wolf Pen Creek Dev. Corridor
RS	Restricted Suburban	MHP	Manufactured Home Park	C-3	Light Commercial	NG-1	Core Northgate
GS	General Suburban	O	Office	M-1	Light Industrial	NG-2	Transitional Northgate
R-1B	Single Family Residential	SC	Suburban Commercial	M-2	Heavy Industrial	NG-3	Residential Northgate
D	Duplex	GC	General Commercial	C-U	College and University	OV	Corridor Overlay
T	Townhouse	CI	Commercial-Industrial	R&D	Research and Development	RDD	Redevelopment District
		BP	Business Park	P-MUD	Planned Mixed-Use Development	KO	Krenak Top Overlay

	<p>DEVELOPMENT REVIEW</p>	<p>ASPEN HEIGHTS</p>	<p>REZONING</p>
<p>Case: 15-43</p>			