



# College Station, TX

City Hall  
1101 Texas Ave  
College Station, TX 77840

## Meeting Agenda - Final

### City Council Regular

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**Monday, November 23, 2015**

**7:00 PM**

**City Hall Council Chambers**

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

Hear Visitors: A citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 5:30 pm. Please limit remarks to three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining to conclude your remarks. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager. Comments should not personally attack other speakers, Council or staff.

#### Consent Agenda

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

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

- 2a. [15-0690](#) Presentation, possible action, and discussion of minutes for:
- November 12, 2015 Workshop
  - November 12, 2015 Regular Meeting

**Sponsors:** Mashburn

**Attachments:** [WKSHP111215 DRAFT Minutes.docx](#)  
[RM111215 DRAFT Minutes.docx](#)

- 2b. [15-0654](#) Presentation, possible action, and discussion regarding the approval of a contract between the City of College Station and McCord Engineering not to exceed the amount of \$95,000 for the purpose of providing electric distribution overhead and underground phase identification.

**Sponsors:** Crabb

- 2c. [15-0657](#) Presentation, possible action, and discussion regarding renewal of a purchase agreement with the Reynolds Company for Rockwell

Automation SCADA products and services not to exceed \$150,000.

**Sponsors:**

Coleman

**Attachments:**

[Reynolds Renewal 2015.pdf](#)

**2d. [15-0658](#)**

Presentation, possible action, and discussion on three contracts between the City of College Station and TriTech Software Systems.: a "System Purchase Agreement" (\$1,674,674.34), for the software licenses and implementation services; a "Software Support Agreement" (1st Year Recurring Fees: \$23,194.56, with first year Maintenance Fees included in contract, 2nd year Maintenance Fees \$176,853.49), and a "Subscription Service, License & Use Agreement TriTech.com IQ" (1st Year Recurring Fees: \$14,085) and a resolution authorizing the City Manager to approve contract documents and expenditures related to the TriTech Software Solutions contracts.

**Sponsors:**

Roper

**Attachments:**

[CAD-RMS TriTech Resolution 11-2-15.docx](#)

**2e. [15-0661](#)**

Presentation, possible action, and discussion on a bid award for the annual purchase of pad-mounted 15 kV solid dielectric switchgears, which will be maintained in electrical inventory and expended as needed. Techline, Inc. is being recommended the award for a total not to exceed amount of \$490,895.

**Sponsors:**

Kersten

**Attachments:**

[16-016 McCord Eng Evaluation.pdf](#)

[16-016 Tabulation.pdf](#)

**2f. [15-0662](#)**

Presentation, possible action, and discussion on a bid award for the purchase of electric substation materials, which will be maintained in electrical inventory and expended as needed. The total recommended award is \$498,836 and will be awarded by line item to the lowest responsible bidder.

**Sponsors:**

Kersten

**Attachments:**

[16-015 Tabulation.pdf](#)

**2g. [15-0669](#)**

Presentation, possible action, and discussion regarding renewal of contract #15-036B to Brazos Paving, Inc. in an amount not to exceed \$907,200 for concrete curb, gutter and flatwork installation to maintain City infrastructure.

**Sponsors:**

Harmon

**Attachments:**

[Tabulation Update 10.17.14.pdf](#)

[Bid 14-092 Concrete Flatwork, Curb and Gutter Signed Renewal letter.pdf](#)

- 2h. [15-0670](#) Presentation, possible action, and discussion to ratify an increase in expenditure amount for City solid waste disposal fees to the Brazos Valley Solid Waste Management Agency, Inc in the amount of \$65,000 for a total not to exceed amount of \$1,709,150 for fiscal year 2015.
- Sponsors:** Harmon
- 2i. [15-0671](#) Presentation, possible action, and discussion on the renewal of Contract No. 14-017 (ITB 14-006) for annual pavement markings and striping of roadways in an amount not to exceed \$180,000.
- Sponsors:** Harmon
- Attachments:** [Contract 14-017 Traffic Pvmnt Striping Ren2 \(002\).pdf](#)
- 2j. [15-0672](#) Presentation, possible action, and discussion of a maintenance agreement with Westnet, Inc. for support services associated with the City's fire station alerting system in the amount of \$58,234.54. Subsequent twelve month terms of this auto-renewing agreement will incur a cost of \$49,915.36.
- Sponsors:** Roper
- Attachments:** [College Station Maintenance 11 10 15.pdf](#)
- 2k. [15-0677](#) Presentation, possible action, and discussion on a renewal for the Consulting Contract with First Southwest Company for financial advisory services not to exceed \$150,000.
- Sponsors:** Kersten
- Attachments:** [Contract 13-298 Signed Financial Advisor.pdf](#)
- 2l. [15-0682](#) Presentation, possible action, and discussion on a resolution amending the authorized representatives on the local government pool account, TexPool.
- Sponsors:** Kersten
- Attachments:** [TexPool Resolution.pdf](#)
- 2m. [15-0683](#) Presentation, possible action, and discussion on a resolution amending the authorized representatives on the local government pool account, Texas Short Term Asset Reserve ("TexSTAR").
- Sponsors:** Kersten
- Attachments:** [TexStar Resolution.pdf](#)
- 2n. [15-0688](#) Presentation, possible action, and discussion regarding approval of Contract No. 16300001 (ITB 16-003) between the City of College Station and JNA Painting and Contracting Co., Inc. in an amount not to exceed \$57,931.

**Sponsors:** Harmon

**Attachments:** [16-003 Tab.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. [15-0674](#) 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 to remove the OV Corridor Overlay for a portion of the approximately 2.83 acres being Lot 1, Block 2, of the Spring Creek Commons Phases 4 & 5 Subdivision, according to the plat recorded in Volume 9287, Pages 128-129 of the Official Public Records of Brazos County, Texas, located at 1181 William D. Fitch Parkway, more generally located north of the intersection of William D. Fitch Parkway and Lakeway Drive.

**Sponsors:** Walker

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

2. [15-0680](#) Public Hearing, presentation, possible action, and discussion

regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to MF Multi-Family for approximately 14.613 acres of land located in the Crawford Burnett League A-7 Survey, College Station, Brazos County, Texas, being Lots 4-10 of the German Acres Subdivision, according to the plat recorded in Volume 2393, Page 91 of the Official Public Records of Brazos County, Texas, generally located at 3120 Holleman Drive South, more generally located south of Cain Road between Holleman Drive South and Old Wellborn Road.

**Sponsors:**

Walker

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

3. [15-0681](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance", Section 12-5.8.B, "Northgate Districts", of the City of College Station Code of Ordinances regarding the placement of street trees, location of sidewalks, and the screening requirements for electrical service equipment in Northgate.

**Sponsors:**

Simms

**Attachments:**[Redlined Changes](#)[Ordinance](#)

4. [15-0692](#) Presentation, possible action, and discussion regarding the appointment of Councilmembers to boards and commissions, specifically the Economic Development Committee.

**Sponsors:**

Mashburn

**5. 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.

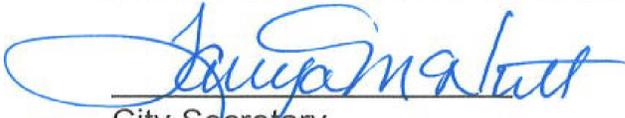
APPROVED




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 City Manager

I certify that the above Notice of Meeting was posted at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on November 19, 2015 at 5:00 p.m.



\_\_\_\_\_  
City Secretary

This building is wheelchair accessible. Handicap parking spaces are available. Any request for sign interpretive service must be made 48 hours before the meeting. To make arrangements call (979) 764-3541 or (TDD) 1-800-735-2989. Agendas may be viewed on [www.cstx.gov](http://www.cstx.gov). Council meetings are broadcast live on Cable Access Channel 19.



Legislation Details (With Text)

**File #:** 15-0690      **Version:** 1      **Name:** Minutes  
**Type:** Minutes      **Status:** Consent Agenda  
**File created:** 11/13/2015      **In control:** City Council Regular  
**On agenda:** 11/23/2015      **Final action:**  
**Title:** Presentation, possible action, and discussion of minutes for:  
· November 12, 2015 Workshop  
· November 12, 2015 Regular Meeting  
**Sponsors:** Sherry Mashburn  
**Indexes:**  
**Code sections:**  
**Attachments:** [WKSHP111215 DRAFT Minutes.pdf](#)  
[RM111215 DRAFT Minutes.pdf](#)

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

Relationship to Strategic Goals:  
• Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:  
· November 12, 2015 Workshop  
· November 12, 2015 Regular Meeting

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

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry, Mayor

**Council:**

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

**City Staff:**

Kelly Templin, City Manager  
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 4:03 p.m. on Thursday, November 12, 2015 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

**2. Hazmat Fire Truck Tour.**

Council toured the Hazmat Fire Truck.

**3. Executive Session**

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.074-Personnel, the College Station City Council convened into Executive Session at 4:25 p.m. on Thursday, November 12, 2015 in order to continue discussing matters pertaining to:

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

- 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 272<sup>nd</sup> District Court of Brazos County, Texas
- City of College Station, Texas, v. Embrace Brazos Valley, Inc., Cause No. 15-000804-CV-85, In the 85th Judicial District Court, Brazos County, Texas.

B. Consultation with Attorney to seek legal advice; to wit:

- Advice regarding legal requirements and issues concerning 4B corporations.

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

- Internal Auditor

The Executive Session adjourned at 5:40 p.m.

**4. Take action, if any, on Executive Session.**

No action was required from Executive Session.

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

Items 2d, 2e, 2h, 2i, and 2j were pulled for clarification.

*(2d)*: Ron Kaiser, BCAD Board member, said they were looking at a fixed rate option of 3.58%. He also clarified that the reserve fund was intended to be used to purchase land and build a building. He noted that CAD reserves do not have to be as large as those for a municipality. Current reserves are \$983,000.

*(2e)*: Debbie Eller, Director of Community Services, clarified the down payment assistance program.

*(2h, 2i, 2j)*: Donald Harmon, Director of Public Works, clarified that the first two items were requested by the schools. The third was requested by a resident.

**6. Presentation, possible action, and discussion regarding an update on the City's rental registration program.**

Lance Simms, Director of Planning and Development, and Bridgette George, Planning and Development, demonstrated a recently-developed GIS program used to access rental property information. The software provides the ability for online initial registration and renewal of rental properties.

Debbie Eller, Director of Community Services, explained how rental registration tracking will benefit the community. Marie Delgado, IT Specialist, demonstrated the GIS platform and how the application can be utilized.

Mayor Berry recessed the workshop at 7:08 p.m.

The Workshop reconvened at 8:28 p.m.

**7. Presentation, possible action, and discussion regarding possible implementation of impact fees for transportation and water/wastewater infrastructure.**

Alan Gibbs, City Engineer, stated that Texas law allows municipalities to charge impact fees to pay a portion of the infrastructure costs caused by growth. He reminded Council that in 2010 and 2011, Council declined to implement impact fees for Transportation, and then Water/Wastewater, respectively. If Council wants to re-consider implementation of Impact Fees, then formal studies are required for each, for an estimated cost of \$150,000.

Council consensus was go forward with the studies.

**8. Council Calendar**

Council reviewed the calendar.

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

Mayor Berry requested an item on block length.

**10. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Annexation Task Force, Arts Council of Brazos Valley, Arts Council Subcommittee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Blinn College Brazos Valley Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Compensation and Benefits Committee, Convention & Visitors Bureau, Design Review Board, Economic Development Committee, Gigabit Broadband Initiative, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Twin City Endowment, Youth Advisory Council, Zoning Board of Adjustments.**

Councilmember Mooney reported on the YMCA.

Councilmember Brick reported on the Transportation Committee and the Veteran's Memorial event.

Councilmember Aldrich reported on the Sons of the American Revolution and the recognition given to College Station Fire and Police.

**11. Adjournment**

There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 9:02 p.m. on Thursday, November 12, 2015.

\_\_\_\_\_  
Nancy Berry, Mayor

ATTEST:

\_\_\_\_\_  
Sherry Mashburn, City Secretary

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

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry, Mayor

**Council:**

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

**City Staff:**

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

**TAMU Student Liaison**

Hannah Wimberly, SGA Chief of Staff

**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 7:21 p.m. on Thursday, November 12, 2015 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

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

Troops 967 and 60 led the assembly in the Pledge of Allegiance.

**Issuance of Certificates of Election to elected City Council Members, Places 4 and 6; and administer Oaths of Office. Entrega de los Certificados de las Elecciones a los Miembros del Consejo elegidos para los puestos número 4, y 6; y administrar los Juramentos al Cargo.**

Judge Spillane administered the oath of office to John Nichols, Councilmember, Place 4; and James Benham, Councilmember, Place 6.

Council recessed briefly for a reception.

**Hear Visitors Comments**

Ben Roper, 5449 Prairie Dawn Ct., came before Council to honor the service and sacrifice of Pfc. Stephen E. Wyatt.

**CONSENT AGENDA**

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

- **October 22, 2015 Workshop**
- **October 22, 2015 Regular Meeting**

**2b. Presentation, possible action, and discussion regarding the rejection of the single bid received for Bid No. 15-082 from Power Line Solutions for the Installation (labor only) of Subdivision Padmount/Polemount Transformers & Various Padmount Transformer Removal/Replacements.**

**2c. Presentation, possible action, and discussion regarding the award of Bid #16-001, for the purchase of various transmission poles and conductors for the Spring Creek Reconductor transmission line project. The total recommended award is \$669,552 and will be awarded by line item to the lowest responsible bidders.**

**2d. Presentation, possible action, and discussion relating to Resolution 11-12-15-2d, approving the purchase of property and construction of a new office building by the Brazos Central Appraisal District.**

**2e. Presentation, possible action, and discussion of proposed change to the City's Down Payment Assistance Program to include a not-to-exceed limit on the amount of assistance provided through a loan to no more than \$49,999.**

**2f. Presentation, possible action, and discussion regarding the first renewal of the price agreement from Bid #14-085 to Cleveland Asphalt Products, Inc. to provide emulsified asphalt products for the maintenance of streets in an amount not to exceed \$136,992.**

**2g. Presentation, possible action, and discussion on a professional services contract with HDR Engineering, Inc. in the amount of \$462,809.25, for the design, bidding, construction administration and construction materials testing for the University Drive Pedestrian Safety Improvements Project Phases 2-5.**

**2h. Presentation, possible action, and discussion on consideration of Ordinance 2015-3713, amending Chapter 10, "Traffic Code," Section 2(K) of the Code of Ordinances of the City of College Station to prohibit left turns for vehicles traveling north on Welsh Avenue into the Rock Prairie Elementary driveway approximately 650 feet north of Rock Prairie Road.**

**2i. Presentation, possible action, and discussion on consideration of Ordinance 2015-3714, amending Chapter 10, "Traffic Code," Section 2(K) of the Code of Ordinances of the City of College Station to prohibit left turns for vehicles traveling north on Brothers Boulevard**

**into the Southwood Valley Parent Pick-up and Drop-off Driveway approximately 450 feet north of Deacon Drive.**

**2j. Presentation, possible action, and discussion on consideration of Ordinance 2015-3715, amending Chapter 10, "Traffic Code," Section 2(K) of the Code of Ordinances of the City of College Station to prohibit left turns for vehicles traveling south on Eagle Avenue at the public alley that is approximately 350 feet north of Newport Lane during morning drop-off and afternoon pick-up at Creek View Elementary.**

**2k. Presentation, possible action, and discussion regarding Ordinance 2015-3716, amending Chapter 4, "Business Regulations," Section 4-20 "Mobile Food Vendors," Subsections C.2.H.1 and C.2.H.2 of the Code of Ordinances of the City of College Station, Texas, regarding how often mobile food vendors are required to leave mobile food courts.**

**2l. Presentation, possible action, and discussion on an Interlocal Agreement with Brazos County and the City of Bryan providing Emergency Medical Ambulance Services to Brazos County.**

**2m. Presentation, possible action, and discussion on renewing the annual contract for gasoline and diesel fuel (Contract #15-006) with Brenco Marketing Corporation (Bryan, TX) for one (1) year; and authorize the annual estimated expenditures of \$1,200,000.**

Item 2d was pulled for separate vote.

**MOTION:** Upon a motion made by Councilmember Mooney and a second by Councilmember Benham, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Agenda, less item 2d. The motion carried unanimously.

**(2d)MOTION:** A motion was made by Councilmember Nichols and seconded by Councilmember Aldrich, to adopt Resolution 11-12-15-2d, approving the purchase of property and construction of a new office building by the Brazos Central Appraisal District.

Upon a motion made by Councilmember Benham and a second by Councilmember Brick, the City Council voted four (4) for and three (3) opposed, with Councilmembers Aldrich, Mooney, and Nichols voting against, to postpone consideration of this item until the next Council meeting. The motion carried.

## **REGULAR AGENDA**

**1. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2015-3717, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to SC Suburban Commercial for approximately 0.59 acres being Benjamin Graham Subdivision, Lot 9 and a portion of Lot 10 and the adjacent portion of the 20' Alley, Block A, according to the plat recorded in Volume 12, Page 394 of the Official Public Records of Brazos County, Texas, being generally located at 14996 Live Oak Street, being more generally located between Live Oak Street and Wellborn Road near Greens Prairie Road West.**

Madison Thomas, Planning and Development, state that this request is to rezone the subject property from Rural to Suburban Commercial.

The Planning and Zoning Commission considered this item at their October 15 meeting and voted 5-0 to recommended approval. Staff also recommends approval.

At approximately 8:12 p.m., Mayor Berry opened the Public Hearing.

Bob Cohen, 3655 McCullough Road, said there is concern about a high density development. Suburban Commercial does not necessarily fit the Wellborn plan.

Jerome Retorik, Planning an Zoning, said this passed unanimously. The only question asked related to property values.

There being no further comments, the Public Hearing was closed at 8:16 p.m.

**MOTION:** Upon a motion made by Councilmember Nichols and a second by Councilmember Benham, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance 2015-3717, amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to SC Suburban Commercial for approximately 0.59 acres being Benjamin Graham Subdivision, Lot 9 and a portion of Lot 10 and the adjacent portion of the 20' Alley, Block A, according to the plat recorded in Volume 12, Page 394 of the Official Public Records of Brazos County, Texas, being generally located at 14996 Live Oak Street, being more generally located between Live Oak Street and Wellborn Road near Greens Prairie Road West. The motion carried unanimously.

## **2. Presentation, possible action, and discussion regarding the appointment of Councilmembers to boards and commissions, and consider citizen appointment to the Arts Council.**

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

Councilmember appointments are as follows:

- Arts Council of the Brazos Valley: Steve Aldrich
- Audit Committee: Nancy Berry, Steve Aldrich, Karl Mooney
- Blinn College Brazos Valley Advisory Committee: Nancy Berry
- Brazos County Health Department: Blanche Brick, John Nichols
- Brazos Valley Council of Governments: Nancy Berry
- Budget and Finance: James Benham, John Nichols
- BVSWMA: Nancy Berry, Karl Mooney
- BVWACS: James Benham
- CEOC Policy Advisory Board: Nancy Berry

- Compensation and Benefits: ?Nancy Berry, Blanche Brick, Karl Mooney
- Convention & Visitors Bureau: John Nichols
- Intergovernmental Council: Nancy Berry, Blanche Brick, Karl Mooney
- Metropolitan Planning Organization: Nancy Berry
- Research Valley Partnership: Nancy Berry, Julie Schultz
- RPO Transportation Committee for Council of Governments: Blanche Brick  
\*Bicycle, Pedestrian, and Greenways Advisory Board: Blanche Brick
- Transportation and Mobility: Blanche Brick, Steve Aldrich

Council requested that the Economic Development Committee come back to Council at the next meeting.

### **3. Adjournment.**

There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 8:27 p.m. on Thursday, November 12, 2015.

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Nancy Berry, Mayor

ATTEST:

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Sherry Mashburn, City Secretary



## Legislation Details (With Text)

**File #:** 15-0654      **Version:** 1      **Name:** Contract for Electric Phase Identification Services  
**Type:** Contract      **Status:** Consent Agenda  
**File created:** 11/3/2015      **In control:** City Council Regular  
**On agenda:** 11/23/2015      **Final action:**  
**Title:** Presentation, possible action, and discussion regarding the approval of a contract between the City of College Station and McCord Engineering not to exceed the amount of \$95,000 for the purpose of providing electric distribution overhead and underground phase identification.  
**Sponsors:** Timothy Crabb  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the approval of a contract between the City of College Station and McCord Engineering not to exceed the amount of \$95,000 for the purpose of providing electric distribution overhead and underground phase identification.

Relationship to Strategic Goals: (Select all that apply)

- Financially Sustainable City
- Core Services and Infrastructure

Recommendation(s):

Staff recommends approval of the contract with McCord engineering.

Summary:

CSU is connected to the ERCOT transmission grid. The ERCOT electric system is based upon a three (3) phase system, normally identified as A, B, and C. It is important to maintain load balance between these phases in order for the proper operation of protection equipment. The ability to balance and adjust these loads on the distribution system is directly tied to being able to identify the phase a conductor is connected to in the field. The sophistication of our current modeling system allows us to better manage our electric system if we can identify in the field the exact phase that each primary tap or transformer is connected to and correct and maintain this model to show this information. This contract will allow this information to be extracted from the field and loaded into the model for better operation of our system and will therefore enhance our planning and outage management systems.

Budget & Financial Summary:

A service level adjustment for \$60,000 was approved and budget has been included in the FY16

Electric operating budget for this project. Account: 830581-5303. The additional funds needed are available in the Electric Fund budget for professional services.

**Attachments:**

Contract is available for review in the City Secretary's office.



## Legislation Details (With Text)

<b>File #:</b>	15-0657	<b>Version:</b>	1	<b>Name:</b>	Reynolds contract renewal
<b>Type:</b>	Contract	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>		<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	11/23/2015	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action, and discussion regarding renewal of a purchase agreement with the Reynolds Company for Rockwell Automation SCADA products and services not to exceed \$150,000.				
<b>Sponsors:</b>	David Coleman				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Reynolds Renewal 2015.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding renewal of a purchase agreement with the Reynolds Company for Rockwell Automation SCADA products and services not to exceed \$150,000.

### Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation: Staff recommends approval.

Summary: This master agreement enables the Water Services Department to purchase Rockwell Automation products and services, under an umbrella contract with the Reynolds Company. This contract establishes terms and pricing, with discounts applied to normal retail pricing for equipment, and provides a purchasing structure that will function similar to a “Buy Board.”

Water Services has standardized on Rockwell Automation software and equipment in the Supervisory Control and Data Acquisition (SCADA) system, to monitor and control the water production, water distribution, and wastewater treatment plants. This ensures we minimize spare part inventories while maximizing efficiencies by streamlining training and maintenance requirements since all of the Rockwell Automation components are compatible and integrate easily into the new control system. The products available for purchase include all the software modules necessary to support and enhance the system, hardware components consist of all necessary items ranging from the smallest terminal blocks to the Programmable Logic Controllers. The services available include on-site field engineering support, ongoing training, network design and cyber security, machine reliability analysis, and systems design. This gives the City a balanced approach to system design, operations and maintenance.

Since Rockwell Automation uses specified distributors to market their products, we must go through the Reynolds Company to purchase Rockwell products. The contract specifies an annual maximum

of \$150,000 which will be adequate to keep the SCADA system in top working order. Since the SCADA system is a vital component of the Water Services Department, and this contract is working well, staff recommends renewal.

Budget & Financial Summary: Funding is available in Water Operations and Wastewater Operations. All purchases made under this contract will follow normal procurement rules.

Reviewed and Approved by Legal: Yes

Attachment:

Agreement renewal

\*\*\*\*\*

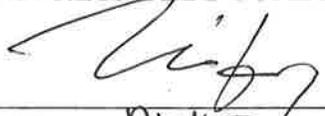
**RENEWAL (1) ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew Contract No. 14-419, Master Agreement for Rockwell Automation Products and Services, in accordance with all terms and conditions previously agreed to an accepted, for an amount not to exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00).

I understand this renewal agreement will be for the period beginning November 1, 2015 through October 31, 2016. This is the first of four (4) renewal options available.

**D. REYNOLDS COMPANY, LLC  
dba THE REYNOLDS COMPANY**

**CITY OF COLLEGE STATION**

By:   
Printed Name: Nick Jay  
Title: VP  
Date: 11-6-15

By: \_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
Asst. City Manager/CFO  
Date: \_\_\_\_\_

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## Legislation Details (With Text)

**File #:** 15-0658      **Version:** 1      **Name:** TriTech Contract  
**Type:** Contract      **Status:** Consent Agenda  
**File created:** 11/5/2015      **In control:** City Council Regular  
**On agenda:** 11/23/2015      **Final action:**

**Title:** Presentation, possible action, and discussion on three contracts between the City of College Station and TriTech Software Systems.: a "System Purchase Agreement" (\$1,674,674.34), for the software licenses and implementation services; a "Software Support Agreement" (1st Year Recurring Fees: \$23,194.56, with first year Maintenance Fees included in contract, 2nd year Maintenance Fees \$176,853.49), and a "Subscription Service, License & Use Agreement TriTech.com IQ" (1st Year Recurring Fees: \$14,085) and a resolution authorizing the City Manager to approve contract documents and expenditures related to the TriTech Software Solutions contracts.

**Sponsors:** Ben Roper

**Indexes:**

**Code sections:**

**Attachments:** [CAD-RMS TriTech Resolution 11-2-15.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on three contracts between the City of College Station and TriTech Software Systems.: a "*System Purchase Agreement*" (\$1,674,674.34), for the software licenses and implementation services; a "*Software Support Agreement*" (1st Year Recurring Fees: \$23,194.56, with first year Maintenance Fees included in contract, 2nd year Maintenance Fees \$176,853.49), and a "*Subscription Service, License & Use Agreement TriTech.com IQ*" (1st Year Recurring Fees: \$14,085) and a resolution authorizing the City Manager to approve contract documents and expenditures related to the TriTech Software Solutions contracts.

Relationship to Strategic Goals: (Select all that apply)

- Financially Sustainable City
- Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: These contracts provide the software and services to replace the current CAD/RMS system used by Police and Fire for Dispatch Operations. The Records Management System is only for Police Department. These contracts represent the result of over two years of work which included issuing RFP 14-019, evaluating vendor responses and extensive contract negotiations.

Budget & Financial Summary: Funding for this project is included in the Capital Improvement Plan Budget, CAD/RMS System Replacement Project, CO 1301. Annual maintenance, starting with Year Two will be budgeted and funded in the IT Department Operational Budget.

Attachments:  
Resolution

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS (CITY), AUTHORIZING THE CITY MANAGER TO EXECUTE AND APPROVE ALL CONTRACT DOCUMENTS AND APPROVE ALL EXPENDITURES FOR THE SYSTEM PURCHASE AGREEMENT, SOFTWARE SUPPORT AGREEMENT AND IQ SUBSCRIPTION SERVICE, AND USE AGREEMENT FOR TRITECH SYSTEM PRODUCTS AND SERVICES (AGREEMENTS) BETWEEN THE CITY AND TRITECH SOFTWARE SYSTEMS. (TRITECH).**

**WHEREAS**, City issued a Request for Proposal on November 15, 2013 for the purpose of acquiring Software, Implementation and Support of an integrated Public Safety System (CAD/RMS System); and

**WHEREAS**, TriTech responded to the City's Request for Proposal with their Proposal dated January 29, 2014; and

**WHEREAS**, City requested a Best and Final Offer May 13, 2014, and TriTech responded to City's Request for Best and Final Offer May 29, 2014; and

**WHEREAS**, The City of College Station selected TriTech, as the responsible offeror whose proposal is the most advantageous to the City, to furnish, deliver, install, and implement the specified CAD/RMS System; and

**WHEREAS**, on this date, the City Council of the City of College Station duly approved the Agreements and authorized the expenditure of funds for the same; and

**WHEREAS**, the City Council of the City of College Station desires to make CAD/RMS System implementation and contract management more efficient by authorizing the City Manager to execute the Agreements and approve and execute all subsequent contract documents required therewith and to approve subsequent expenditures related to the Agreements; now, therefore,

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

**PART 1:** That the City Council has duly approved the Agreements on this date.

**PART 2:** That the City Council hereby authorizes the City Manager to execute the Agreements and approve and execute all subsequent contract documents required therewith, including, but not limited to, amendments, termination notices, and any and all other communications or documents that may be required by the Agreements, on behalf of the City.

**PART 3:** That the City Council hereby authorizes the City Manager to approve those subsequent expenditures related to the Agreements and all contract documents required therewith, each fiscal year, provided that such expenditures are appropriated from available funds, approved from the annual budget ordinance, and are consistent with state and local laws.

**PART 4:** That the City Council hereby finds that the above described authorization will make CAD/RMS System implementation and contract management more efficient for the City.

**PART 5:** That the City Council hereby finds that granting such authority to the City Manager in no way precludes the Mayor from executing contract documents related to the Agreements on behalf of the City if required by law or as a condition of the Agreements or as otherwise determined by the City Council in its discretion.

**PART 6:** That the City Council further finds that granting such authority to the City Manager shall not otherwise modify or change the City procedures for processing contracts.

**PART 7:** That this resolution shall take effect immediately from and after its passage.

**ADOPTED this 23<sup>rd</sup> day of November, 2015.**

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
**City Secretary**

\_\_\_\_\_  
**Mayor**

**APPROVED:**

\_\_\_\_\_  
**City Attorney**



Legislation Details (With Text)

**File #:** 15-0661      **Version:** 1      **Name:** Annual Purchase of Dielectric Switchgears  
**Type:** Presentation      **Status:** Consent Agenda  
**File created:** 11/5/2015      **In control:** City Council Regular  
**On agenda:** 11/23/2015      **Final action:**  
**Title:** Presentation, possible action, and discussion on a bid award for the annual purchase of pad-mounted 15 kV solid dielectric switchgears, which will be maintained in electrical inventory and expended as needed. Techline, Inc. is being recommended the award for a total not to exceed amount of \$490,895.  
**Sponsors:** Jeff Kersten  
**Indexes:**  
**Code sections:**  
**Attachments:** [16-016 McCord Eng Evaluation.pdf](#)  
[16-016 Tabulation.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a bid award for the annual purchase of pad-mounted 15 kV solid dielectric switchgears, which will be maintained in electrical inventory and expended as needed. Techline, Inc. is being recommended the award for a total not to exceed amount of \$490,895.

**Relationship to Strategic Goals:** Core Services and Infrastructure

**Recommendation(s):** Recommend award to Techline, Inc. as the lowest responsible bidder providing the best value to the City.

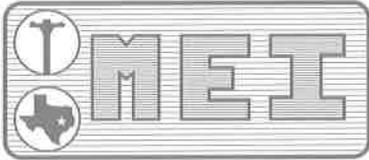
**Summary:** Four (4) sealed competitive bids were received and opened on October 22, 2015. Electric staff evaluated the bids for compliance to the needed specifications. McCord Engineering also reviewed the bids, and recommended award to Techline, Inc.

Upon Council approval, a price agreement will be issued to Techline, Inc. The materials will be placed and maintained in the electrical inventory and expended as needed.

**Budget & Financial Summary:** Funds are budgeted and available in the Electrical Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

**Reviewed and Approved by Legal:** N/A

**Attachments:**  
- Bid Tabulation #16-016  
- McCord Engineering Letter of Recommendation



## McCord Engineering, Inc.

916 Southwest Parkway East  
College Station, Texas 77840 (979) 764-8356  
Fax (979) 764-9644  
Toll Free (888) 764-8356

November 3, 2015

Mr. Tony Michalsky  
Asst. Electric Utility Director  
City of College Station Utilities  
1601 Graham Road  
College Station, Texas 77842

RE: Bid #16-016, Annual Purchase of Solid Dielectric Switchgear  
Bid Recommendations

Dear Tony,

Our firm was directed to evaluate the bids submitted for the College Station bid proposal #16-016, Annual Purchase of Solid Dielectric Switchgear. Please find a copy of the bid tabulation attached. Results of the bid evaluation are summarized below:

**Item A-1: Pad-Mounted Solid Dielectric Switchgear, Two Source Two Load – Recommendation – Techline, Inc. – Unit Price \$33,771.00 – Total Price for Ten Units \$337,710.00**

The low bidder was Techline, Inc., bidding Elastimold Catalog No. ESD314-TTKK-6622. There were no exceptions taken to the bid specifications noted. The switchgear will be built within North America.

**Item A-2: Pad-Mounted Solid Dielectric Switchgear, Three Source One Load – Recommendation – Techline Inc. - \$30,637.00 – Total Price for Five Units \$153,185.00**

The low bidder was Techline, Inc., bidding Elastimold Catalog No. ESD314-TTTK-6622. There were no exceptions taken to the bid specifications noted. The switchgear will be built within North America.

We value the opportunity to work with the City on this matter and appreciate the City Staff's commitment to excellence for service to its citizens. Please do not hesitate to contact me should any questions arise.

Yours truly,  
McCord Engineering, Inc.

David Witte  
URD Line Design Division Mgr.

DW/br  
Enclosures



**City of College Station - Purchasing Division**  
**Bid Tabulation for #16-016**  
**"Annual Purchase of Solid Dielectric Switchgears"**  
**Open Date: Thursday, October 22 @ 2:00 p.m.**

Item	Qty	Description	Techline, Inc.		Hill Country Electric Supply		KD Johnson, Inc.		KBS Electrical Distribution	
			Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
A1	10	Pad-Mounted Solid Dielectric Switchgear, (2) Source, (2) Load Front and Back Access	\$33,771.00	\$337,710.00	\$56,104.00	\$561,040.00	\$55,315.00	\$553,150.00	\$57,337.00	\$573,370.00
		Manufacturer	Elastimold		S&C Electric Co.		Innovative Switchgear Solutions, Inc		S&C	
		Catalog No.	ESD314-TTJK-6622		924222-G1G20P15354		P42206622-101-A01		924222-G1G20P15354	
		Delivery Time (weeks)	12-14 weeks		14-16 wks after App. Drawings		16 weeks after P.O.		14-16 Weeks	
A2	5	Pad-Mounted Solid Dielectric Switchgear, (3) Source, (1) Load Front and Back Access	\$30,637.00	\$153,185.00	\$54,090.00	\$270,450.00	\$53,885.00	\$269,425.00	\$55,279.00	\$276,395.00
		Manufacturer	Elastimold		S&C Electric Co.		Innovative Switchgear Solutions, Inc		S&C	
		Catalog No.	ESD314-TTJK-6622		924312-G1G20P154		P4310662-101-A01		924312-G1G20P154	
		Delivery Time (weeks)	12-14 weeks		14-16 wks after App. Drawings		16 weeks after P.O.		14-16 weeks	
		<b>Annual Award Amount</b>								
		Bid Certification	Y		Y		Y		Y	
		Addendum Acknowledged	Y		N		Y		Y	
		Notes			Additional Accessories listed for Item A-2					



**City of College Station - Purchasing Division**  
**Bid Tabulation for #16-016**  
**"Annual Purchase of Dielectric Switchgears"**  
**Open Date: Thursday, October 22 @ 2:00 p.m.**

			Techline, Inc.		Hill Country Electric Supply		KD Johnson, Inc.		KBS Electrical Distribution	
Item	Qty	Description	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
A1	10	Pad-Mounted Solid Dielectric Switchgear, (2) Source, (2) Load Front and Back Access	\$33,771.00	\$337,710.00	\$56,104.00	\$561,040.00	\$55,315.00	\$553,150.00	\$57,337.00	\$573,370.00
Manufacturer			Elastimold		S&C Electric Co.		Innovative Switchgear Solutions, Inc		S&C	
Catalog No.			ESD314-TTKK-6622		924222-G1G20P15354		P42206622-101-A01		924222-G1G20P15354	
Delivery Time (weeks)			12-14 weeks		14-16 wks after App. Drawings		16 weeks after P.O.		14-16 Weeks	
A2	5	Pad-Mounted Solid Dielectric Switchgear, (3) Source, (1) Load Front and Back Access	\$30,637.00	\$153,185.00	\$54,090.00	\$270,450.00	\$53,885.00	\$269,425.00	\$55,279.00	\$276,395.00
Manufacturer			Elastimold		S&C Electric Co.		Innovative Switchgear Solutions, Inc		S&C	
Catalog No.			ESD314TTTK-6622		924312-G1G20P154		P4310662-101-A01		924312-G1G20P154	
Delivery Time (weeks)			12-14 weeks		14-16 wks after App. Drawings		16 weeks after P.O.		14-16 weeks	
<b>Annual Award Amount</b>			<b>\$490,895.00</b>							
Bid Certification			Y		Y		Y		Y	
Addendum Acknowledged			Y		N		Y		Y	
Notes					Additional Accessories listed for Item A-2					



## Legislation Details (With Text)

**File #:** 15-0662      **Version:** 1      **Name:** Purchase of Electric Substation Materials  
**Type:** Presentation      **Status:** Consent Agenda  
**File created:** 11/5/2015      **In control:** City Council Regular  
**On agenda:** 11/23/2015      **Final action:**  
**Title:** Presentation, possible action, and discussion on a bid award for the purchase of electric substation materials, which will be maintained in electrical inventory and expended as needed. The total recommended award is \$498,836 and will be awarded by line item to the lowest responsible bidder.  
**Sponsors:** Jeff Kersten  
**Indexes:**  
**Code sections:**  
**Attachments:** [16-015 Tabulation.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a bid award for the purchase of electric substation materials, which will be maintained in electrical inventory and expended as needed. The total recommended award is \$498,836 and will be awarded by line item to the lowest responsible bidder.

**Relationship to Strategic Goals:** Core Services and Infrastructure

**Recommendation(s):** Recommend award to the lowest responsible bidder providing the best value to the City as follows:

KBS Electrical Dist.	\$40,341.00
Instrument Transformer Equip. Co.	\$129,255.00
Hitachi HVB, Inc.	\$287,580.00
Techline, Inc.	\$41,660.00
<b>TOTAL</b>	<b>\$498,836.00</b>

**Summary:** Seven (7) sealed competitive bids were received and opened on October 27, 2015. Electric staff evaluated the bids for compliance to the needed specifications. Line items were awarded to the lowest responsible bidders for their respective bid items.

Upon Council approval, purchase orders will be issued to the vendors recommended for award. The materials will be placed and maintained in the electrical inventory and expended as needed.

**Budget & Financial Summary:** Funds are budgeted and available in the Electrical Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

**Reviewed and Approved by Legal:** N/A

**Attachments:** Bid Tabulation #16-015





**City of College Station - Purchasing Division**  
**Bid Tabulation for #16-015**  
**"Purchase of Electric Substation Materials"**  
**Open Date: Tuesday, October 27 @ 2:00 p.m.**

			KBS Electrical Dist.		Instrument Transformer Equipment Corp.		Hitachi HVB, Inc		Tatman Assocaites, Inc.		Techline		ABB		Priester-Mell & Nicholson	
Item	Qty	Description	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
A1	15	145 kV Potential Transformer	\$10,456.00	\$156,840.00	\$8,617.00	\$129,255.00					\$9,350.00	\$140,250.00	\$8,650.00	\$129,750.00	\$9,025.00	\$135,375.00
		Manufacturer	ABB		Instrument Transformer Equipment Corp.						Alstom		ABB		Trench Limited	
		Catalog No.	L741200T0-803		VH106500700T000						JY0TEF145		L741200T0-803		UT5-650-138	
		Delivery Time (weeks)	12 weeks		12-14 weeks ARO						20-22 weeks		15 weeks ARO		12-18 weeks ARO	
B1	4	145 kV C800 Multi-Ratio Relay Class (Protection) Current Transformer	\$17,323.00	\$69,292.00							\$10,415.00	\$41,660.00	\$14,330.00	\$57,320.00		
		Manufacturer	ABB								Alstom		ABB			
		Catalog No.	L952000BAAAAJ								JY0SKF145		L952000BAAAAJ			
		Delivery Time (weeks)	30 weeks								26-28 weeks		31 weeks ARO			
C1	6	145 kV SF6 Gas Circuit Breaker	\$56,881.00	\$341,286.00			\$47,930.00	\$287,580.00	\$59,975.00	\$359,850.00	\$53,210.00	\$319,260.00	\$49,738.00	\$298,428.00	\$55,129.00	\$330,774.00
		Manufacturer	Siemens				Hitachi HVB, Inc.		Alstom Grid, Inc.		Alstom		ABB		Siemens	
		Catalog No.	SPS25-145-40-3000-3PST				145kV/40kA/2000A		DT1-145 FK F1		DT1-145FKF1		145PM40-30C		SPS25-145-40-3000-3PST	
		Delivery Time (weeks)	21-23 weeks				14 weeks		16-20 weeks		16-20 weeks		18-20 weeks		21-23 Weeks ARO	
D1	3	138 kV Copper Vertical Break Switch Type V2-C Hand Crank	\$13,447.00	\$40,341.00					\$16,325.00	\$48,975.00	\$13,880.00	\$41,640.00				
		Manufacturer	Cleavland Price						Cleavland Price		Cleavland Price					
		Catalog No.	C06B036G10						V2-C, C06B036G10		C06B036G10					
		Delivery Time (weeks)	16-18 weeks						18-20 weeks		16-18 weeks					
		<b>Total Recommended Award</b>	<b>\$40,341.00</b>		<b>\$129,255.00</b>		<b>\$287,580.00</b>				<b>\$41,660.00</b>					
		Bid Certification	Y		Y		Y		Y		Y		Y		Y	
		Addendum Acknowledged	Y		N		Y		Y		Y		Y		Y	
		Notes					Pricing only held for 30 days. See attached T&Cs.		1% Discount for EFT Payment							



## Legislation Details (With Text)

<b>File #:</b>	15-0669	<b>Version:</b>	1	<b>Name:</b>	Concrete Curb, Gutter, and Flatwork Contract Renewal
<b>Type:</b>	Renewal	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	11/7/2015	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	11/23/2015	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action, and discussion regarding renewal of contract #15-036B to Brazos Paving, Inc. in an amount not to exceed \$907,200 for concrete curb, gutter and flatwork installation to maintain City infrastructure.				
<b>Sponsors:</b>	Donald Harmon				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Tabulation Update 10.17.14.pdf</a> <a href="#">Bid 14-092 Concrete Flatwork, Curb and Gutter Signed Renewal letter.pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding renewal of contract #15-036B to Brazos Paving, Inc. in an amount not to exceed \$907,200 for concrete curb, gutter and flatwork installation to maintain City infrastructure.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the first of two possible renewals to Brazos Paving Inc. in the amount not to exceed \$907,200.

Summary: Sealed bids for Bid #14-092 were opened on September 23, 2014, with two bids received from Vox Construction LLC. and Brazos Paving Inc. Vox Construction LLC was the lowest responsible bidder, but due to extenuating circumstances they requested to withdraw their bid. Brazos Paving Inc. was the only other bidder. Award of the contract to Brazos Paving Inc. will increase unit pricing by 5% to \$29.40 per linear foot and \$462 per cubic yard. Maintenance of flatwork, curb and gutters is contracted on an as needed basis by the Public Works Department and College Station Utilities. This is the first of two possible renewals. The renewal term will be for the period beginning December 1, 2015 through November 30, 2016.

Budget & Financial Summary: Funding for the Annual Blanket Purchase Order for the Concrete Curb, Gutter, and Flatwork Installation is available in the Street/Drainage Maintenance and Water Services operation budgets.

Attachments:

- 1) Renewal acceptance letter
- 2) Bid tabulation

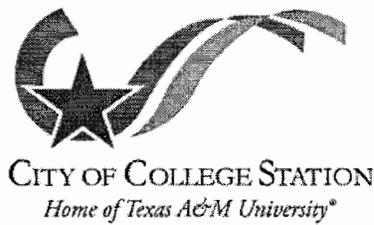




**City of College Station - Purchasing Division**  
**Bid Tabulation for #14-092**  
**"Annual Concrete Curb, Gutter and Flatwork"**  
**Open Date: Tuesday, September 23, 2014 @ 2:00 p.m.**

				<b>Vox Construction, LLC **</b>		<b>Brazos Paving, Inc.</b>	
<b>ITEM</b>	<b>QTY</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
<b>GENERAL CONSTRUCTION ITEMS</b>							
1	12,000	Linear Foot	Remove and Replace Concrete Curb and Gutter in accordance with TSDHPT 1933 Standard Specs, Item #360, and according to the Bryan/College Station Unified Design Guidelines. FOB Delivered.	\$11.95	\$143,400.00	\$28.00	\$336,000.00
2	1,200	Cubic Yard	Remove and Replace Concrete Flatwork (sidewalks, driveways, aprons, gutters) in accordance with TSDHPT 1993 Standard Specs, Item #360, and according to the Bryan/College Station Unified Design Guidelines. The option of using fiber mesh rather than steel rebar may be considered for sections that are not exposed to vehicular traffic and will be determined by the Division Superintendent. FOB Delivered.	\$344.00	\$412,800.00	\$440.00	\$528,000.00
<b>GRAND TOTAL</b>				<b>\$556,200.00</b>		<b>\$864,000.00</b>	
				Bid Certification		Y	
				Bid Bond		Y	

\*\* Note: Vox Constructions withdrew their bid due to extenuating circumstances.



November 2, 2015

ATTN:  
Martin Jackson  
Brazos Paving, Inc.  
P.O. Box 714  
Bryan, TX 77806

**RE: Renewal 1 – Bid 14-092, Contract 15-036**  
Annual Concrete Curb, Gutter and Flatwork Repairs

Dear Mr. Jackson,

The City of College Station appreciates the services provided by Brazos Paving, Inc. this past year. We would like to exercise our option to renew the above referenced contract for the term of December 1, 2015 through November 30, 2016.

If this meets with your company's approval, please complete the following renewal agreement and return it no later than Friday, November 6, 2015 via e-mail to [hpavelka@cstx.gov](mailto:hpavelka@cstx.gov) or via fax (979-764-3899). *Please follow up by mailing three (3) original signed copies to my attention at 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](http://www.cstx.gov)

-----  
**RENEWAL ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew Bid 14-092, Contract 15-032 for Annual Concrete Curb, Gutter and Flatwork Repairs, in accordance with all terms and conditions previously agreed to and accepted, for an amount not to exceed Nine Hundred Seven Thousand Two Hundred and No/100 Dollars (\$907,200.00). This includes a vendor requested 5% pricing increase.

Line Item Pricing

Remove and Replace Concrete Curb and Gutter

\$29.40/ Ln Ft

Remove and Replace Concrete Flatwork

\$462.00/Cubic Yd

I understand this renewal term will be for the period beginning December 1, 2015 through November 30, 2016. This is the first of two possible renewals.

**BRAZOS PAVING, INC.**

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_

Printed Name: MARTIN JACKSON

Title: President

Date: 11/5/2015

By: \_\_\_\_\_

City Manager

Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
Assistant City Manager/CFO

Date: \_\_\_\_\_



## Legislation Details (With Text)

<b>File #:</b>	15-0670	<b>Version:</b>	1	<b>Name:</b>	Ratification of Increased Expenditures for Solid Waste Disposal
<b>Type:</b>	Contract	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	11/7/2015	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	11/23/2015	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action, and discussion to ratify an increase in expenditure amount for City solid waste disposal fees to the Brazos Valley Solid Waste Management Agency, Inc in the amount of \$65,000 for a total not to exceed amount of \$1,709,150 for fiscal year 2015.				
<b>Sponsors:</b>	Donald Harmon				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>					

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion to ratify an increase in expenditure amount for City solid waste disposal fees to the Brazos Valley Solid Waste Management Agency, Inc in the amount of \$65,000 for a total not to exceed amount of \$1,709,150 for fiscal year 2015.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends the ratification of the increase in expenditure amount.

Summary: On September 22, 2014 Council authorized expenditures in the amount not to exceed \$1,644,150 for landfill disposal fees through our agreement with Brazos Valley Solid Waste Management Agency, Inc. The City had exceeded the authorized expenditure limit for solid waste disposal for FY 2015 due to an increase in disposal of sludge produced by the City's wastewater treatment plants, an increase of brush removal, and providing additional solid waste removal services due to substantial City growth. This unexpected additional waste has increased the City's solid waste tonnages. This approval of \$65,000 will ratify the City's payment of final invoices for solid waste and sludge disposal fees to BVSWMA, Inc through the end of FY 2015.

Budget & Financial Summary: Funds were available in the Sanitation Fund balance and the Wastewater Fund for these expenditures.

Attachments:

1. None



## Legislation Details (With Text)

<b>File #:</b>	15-0671	<b>Version:</b>	1	<b>Name:</b>	Pavement Markings Contract Renewal
<b>Type:</b>	Renewal	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	11/7/2015	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	11/23/2015	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Presentation, possible action, and discussion on the renewal of Contract No. 14-017 (ITB 14-006) for annual pavement markings and striping of roadways in an amount not to exceed \$180,000.				
<b>Sponsors:</b>	Donald Harmon				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Contract 14-017 Traffic Pvmnt Striping Ren2 (002).pdf</a>				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on the renewal of Contract No. 14-017 (ITB 14-006) for annual pavement markings and striping of roadways in an amount not to exceed \$180,000.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the renewal of Contract No. 14-017 with DIJ Construction Incorporated for the not-to-exceed amount of \$180,000. This is the second and final renewal option available.

Summary: After a segment of roadway is reconstructed or rehabilitated, the pavement markings to delineate the travel lanes, bike lanes, stop bars, etc. must be installed. City staff relies on the expertise and the resources of specialty contractors to perform this work. This contract will also provide a way for the City to maintain existing roadway markings, which guide, warn and regulate road users.

Budget & Financial Summary: Funds are available in the Traffic Operations Budget.

Attachments:

1. Renewal Acceptance Letter
2. Contract No. 14-017 is on file in the City Secretary Office

**RENEWAL (2) ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew Contract No. 14-017 (ITB No. 14-006) for Annual Traffic Pavement Striping and Marking Services in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed One Hundred Eighty Thousand and No/100 Dollars (\$180,000.00).

I understand this renewal term will be for a one year period beginning November 25, 2015 through November 24, 2016. This is the first of two renewal options.

**DIJ CONSTRUCTION, INC.**

**CITY OF COLLEGE STATION**

By:   
Printed Name: TIM D JARMA  
Title: VICE PRESIDENT / ESTIMATOR  
Date: 10/28/15

By: \_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
Asst. City Manager/CFO  
Date: \_\_\_\_\_

\*\*\*\*\*



## DESCRIPTIONS (Continued from Page 1)

provide a Blanket Waiver of Subrogation in favor of the same when required by written contract. Coverage is Primary and Non-Contributory, when required by written contract. Umbrella is follow-form coverage. 30 days notice of cancellation applies, when required by written contract, with the exception of 10 days notice of cancellation due to nonpayment of premium, per policy form.



## Legislation Details (With Text)

**File #:** 15-0672      **Version:** 1      **Name:** Westnet Maintenance Agreement  
**Type:** Contract      **Status:** Consent Agenda  
**File created:** 11/9/2015      **In control:** City Council Regular  
**On agenda:** 11/23/2015      **Final action:**  
**Title:** Presentation, possible action, and discussion of a maintenance agreement with Westnet, Inc. for support services associated with the City's fire station alerting system in the amount of \$58,234.54. Subsequent twelve month terms of this auto-renewing agreement will incur a cost of \$49,915.36.  
**Sponsors:** Ben Roper  
**Indexes:**  
**Code sections:**  
**Attachments:** [College Station Maintenance 11 10 15.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of a maintenance agreement with Westnet, Inc. for support services associated with the City's fire station alerting system in the amount of \$58,234.54. Subsequent twelve month terms of this auto-renewing agreement will incur a cost of \$49,915.36.

Relationship to Strategic Goals: (Select all that apply)

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the maintenance agreement.

Summary: The Fire Department purchased and implemented Westnet's First-In Fire Station Alerting System in 2012. After the warranty period of the system expired, the purchase agreement specified that a maintenance agreement would need to be put in place. This maintenance agreement provides the assurance that Westnet will support the First-In system for years to come and that fire stations are properly alerted that the personnel have been dispatched to an emergency call.

Reviewed and Approved by Legal: Yes

Budget & Financial Summary: Annual costs for the Westnet First-In maintenance agreement have been budgeted in the IT Department's FY16 software and hardware maintenance account.

Attachments:

1. Westnet Fire Station Alerting System Maintenance Agreement



**WESTNET.**

*CITY OF COLLEGE STATION  
Fire Station Alerting System Maintenance*



Westnet, Inc.  
Huntington Beach, CA 92649  
(800) 807-1700  
[www.FirstInAlerting.com](http://www.FirstInAlerting.com)



**SERVICE AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND WESTNET, INC. FOR FIRE STATION ALERTING SYSTEM MAINTENANCE**

This Agreement is entered by and between Westnet, Inc., a California corporation, with a primary place of business at 15542 Chemical Lane, Huntington Beach, CA, 92647 (hereinafter "WESTNET") and the City of College Station, with a primary place of business at 1101 Texas Avenue S, College Station, TX 77840 (hereinafter, the "CUSTOMER").

WITNESSETH:

WHEREAS, CUSTOMER has a requirement to maintain the Westnet First-In Fire Station Alerting System currently installed in Fire Stations 1-6, and the Dispatch Center (the "SYSTEMS"); and

WHEREAS, the CUSTOMER desires to engage the services of WESTNET to provide the services required to maintain the SYSTEMS; and

WHEREAS, WESTNET is qualified to provide the services and materials required by the CUSTOMER and specified in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the CUSTOMER and WESTNET agree as follows:

**A**     Scope of Services

The services to be provided by WESTNET are listed in the Statement of Work attached hereto as Attachment A and incorporated herein by this reference (the "Services").

**B**     Period of Performance

This Agreement shall take effect when it has been fully executed by duly authorized representatives of both parties.

All services and materials provided under this Agreement shall commence on the Start Date as set forth below in Section C (Price and Payment)

Unless previously terminated as set forth in Section G (Termination), at each anniversary of the Start Date this Agreement shall be automatically renewed for an additional year (each an "Additional Term")

**C**     Price and Payment

The total price to be paid to WESTNET shall be FIFTY EIGHT THOUSAND TWO HUNDRED THIRTY FOUR DOLLARS AND 54 CENTS (\$58,234.54), consisting of the following:

Start Date	End Date	Amount
September 1, 2015	October 31, 2016	\$58,234.54

WESTNET will limit price increases for subsequent terms of this Agreement to the Consumer Price Index-All Urban Consumers (CPI-U) rate for the previous twelve month period, not to exceed 3%. WESTNET shall notify CUSTOMER of any such price increases at least ninety (90) days prior to the end of the then current term.

CUSTOMER will be invoiced annually in advance. All payments shall be made within 30 calendar days from date of invoice. If payment is not received by 30 (thirty) days from the date of invoice, a late charge of 1.5% per month of the unpaid balance will be charged.



**WESTNET**

WESTNET shall provide the CUSTOMER, upon request, with proof of release of all claims against the CUSTOMER for work performed under this Agreement.

The CUSTOMER is a tax exempt entity and will provide WESTNET with a tax-exempt certificate.

**D**      Service Limitations

This Agreement may exclude:

- a). Service made necessary by accident, misuse, abuse, neglect, water damage, or maintenance conducted by unauthorized person(s);
- b). Installation, repair or replacement of other systems of which the System may be a part, but which is specifically not a Westnet product or a product installed by Westnet as part of the System;
- c). Service of product on which the Westnet or First-In label or logo, rating label or serial number have been defaced or removed; and
- d). Problems directly associated with systems connected to the System (e.g., radio, network, CAD, public address) and not related to the System.

If an issue is determined to be excluded from this Agreement, Westnet may charge the Customer for labor costs after three (3) technical support calls or one (1) on-site visit with respect to the issue.

**E**      Independent Contractor

Each party hereto, in performance of this Agreement, shall be acting in its own capacity. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

**F**      Confidential Information

During the performance of work under this Agreement, it may be necessary to share and/or exchange information and data which may be considered confidential, proprietary and/or competition sensitive. Further, during performance of work under this Agreement, the Parties recognize that the presence of one Party's personnel in the other Party's and/or Customer's facilities may subject personnel to information and/or data that is considered by a Party and/or Customer to be confidential, proprietary and/or competition sensitive. Therefore, each Party agrees to employ reasonable efforts to keep in confidence and prevent the disclosure to any person not having a "need to know" the Confidential Information. The Parties shall not disclose the Confidential Information outside their legal entity without written consent of the other Party to this Agreement. The receiving Party shall exercise the same degree of care to guard against disclosure or use of such Confidential Information as the receiving Party employs with respect to its own protected information of like importance, but in no event less than reasonable care.

**G**      Termination

Either party may terminate this Agreement upon twenty (20) business days written notice in the event of material default of the other party, provided that the provisions of Section I for resolution of disputes have been exhausted.

Either party hereto may terminate this Agreement without cause by providing the other party at least sixty (60) days' prior written notice of termination delivered in accordance with Section Z hereof (Notices). The effective date for any termination pursuant to this Section shall be sixty (60) days after notice of termination is provided.



**WESTNET**

In the event of termination for convenience the CUSTOMER agrees to return to WESTNET those components of the SYSTEM not yet accepted and paid for in full together with all copies of software, documentation and any related material. Any data or data files generated by the CUSTOMER shall remain the property of the CUSTOMER.

The CUSTOMER will also cause payments to be made to WESTNET within 30 calendar days of receipt of invoice for:

1. **All outstanding invoices previously submitted to CUSTOMER;**
2. **The costs and related expenses of all work in progress as of the effective date of termination, based upon WESTNET's then-current labor rates, to the extent not previously paid by CUSTOMER pursuant to Section C;**
3. **All cancellation fees or residual amounts due for hardware, third-party software, or third-party remote access fees which have been placed on order or shipped from the manufacturer, or is otherwise non-cancellable; and**
4. **All previously withheld amounts attributed to the above items.**

**Upon termination of this Agreement for any reason, the provisions relating to Confidential Information and Independent Contractor shall survive.**

#### H Applicable Law

This Agreement will be governed by the laws of the State of Texas. The United Nations Convention of Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Agreement.

#### I Disputes

This Service Agreement is being executed and delivered in the State of Texas and shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any dispute or other legal action concerning this Agreement shall be conducted in Brazos County, Texas unless the Parties identify a more suitable and agreeable venue and the Parties consent to the jurisdiction and venue of any State or Federal Court located therein.

#### J Documents

Attachment A- Statement of Work is included in this Agreement by reference. In the event of any conflict or inconsistency between the body of this Agreement and the Statement of Work, the provisions in the body of this Agreement shall control.

#### K Force Majeure, Shortages and Offsets

WESTNET will not be liable for loss or damage of any kind resulting from any delay in delivery or failure to supply ordered products or otherwise carry out its obligations under this Agreement due to causes beyond its reasonable control, and no such event will relieve the CUSTOMER of its obligations to make payments for other deliveries made when due under this Agreement. Such causes may include, but shall not be limited to, acts of God, the elements, acts or omissions of the CUSTOMER, carriers, suppliers to WESTNET or civil or military authorities, fires, labor disputes and other incapacities of WESTNET to obtain necessary labor, materials or supplies from usual sources. If temporarily excused from performance under this Agreement by any such circumstances, WESTNET shall resume its performance as soon as is reasonably feasible. WESTNET reserves the right, in its sole judgment and without liability to the CUSTOMER, reasonably to allocate its available production capacity and product inventories as may be necessary or equitable in the event of any shortages of production capacity or products at any time. WESTNET may



**WESTNET.**

offset against any amounts owed by WESTNET to the CUSTOMER under this Agreement or otherwise any credits or amounts that are owed by the CUSTOMER to WESTNET under this Agreement or otherwise.

**L**      Assignment

This Agreement may not be assigned by either party without the written consent of the other, except that this Agreement may be assigned to a successor to all of either party's business or to that portion of its business related hereto.

**M**      Sole Agreement

Except as may otherwise be expressly provided herein, this Agreement constitutes the sole agreement between the CUSTOMER and WESTNET concerning the SYSTEMS, and supersedes any prior representation of either party, either written or oral. This Agreement may not be altered, amended or modified, except by written instrument signed by the duly authorized representative of both parties.

**N**      Waiver

No waiver or breach of any provision of this Agreement shall constitute a waiver or breach of any other provision. Failure of either party to enforce any provision of this Agreement shall not be construed as a waiver thereof.

**O**      Validity

The invalidity in whole or part of any provision of this Agreement shall not void or otherwise affect the validity of any other provision.

**P**      Infringement

WESTNET agrees to defend the CUSTOMER against, and pay any damages awarded against the CUSTOMER and direct expenses, including attorneys' fees, reasonably incurred by the CUSTOMER (but excluding any lost revenues, lost profits or other consequential economic damages of the CUSTOMER) as a result of, any action brought against the CUSTOMER, if and to the extent the action is based on a valid claim that any product delivered to the CUSTOMER under this Agreement infringes another person's patent, copyright, trade secret or trademark. WESTNET's obligations under this paragraph will be conditioned upon the CUSTOMER promptly notifying WESTNET in writing of the existence of any such action, giving WESTNET full authority to conduct the defense and settlement of the action, at WESTNET's expense and with counsel of WESTNET's selection, and cooperating fully with WESTNET and such counsel. If any product becomes, or in WESTNET's opinion is likely to become, the subject of an action for such infringement, WESTNET may procure for the CUSTOMER the right to continue using the product or replace or modify it to make it noninfringing, provided such replacement or modification does not affect the performance or value of the product to the CUSTOMER in a materially adverse manner. Alternatively, WESTNET may return to the CUSTOMER the purchase price paid to WESTNET for such product and the CUSTOMER shall return the product to WESTNET at WESTNET's expense. The foregoing states WESTNET's entire liability with respect to any infringement of patents, copyrights, trade secrets, trademarks or other proprietary rights relating to the products.

**Q**      Liens

WESTNET agrees to discharge at once all liens, claims, stop notices or attachments that are a result of WESTNET's actions and to insure and hold the CUSTOMER harmless there from. The CUSTOMER may withhold sufficient funds from any payments due to WESTNET to cover any liens or stop notices until the liens or stop notices are discharged and withdrawn.



**R**     Indemnification

**WESTNET agrees to protect, defend, indemnify, and save the CUSTOMER, its agents, officials, employees harmless from and against any and all claims, demands, actions, and causes of action, on account of loss of property, services, wages, death or personal injuries resulting from WESTNET's negligence in the performance of the duties identified herein; provided, however, that in no event shall WESTNET be liable for special, incidental or consequential damages.**

**Furthermore, WESTNET hereby agrees to indemnify the CUSTOMER for all reasonable expenses and attorney's fees incurred by or imposed upon the CUSTOMER in connection therewith for any loss, damage, injury or other casualty for which WESTNET is obligated to indemnify the CUSTOMER as provided herein.**

**S**     Insurance

WESTNET shall, prior to performing any work under this Agreement, secure at its own expense and maintain during the life of this Agreement, Insurance coverage as shown below. WESTNET shall provide certificates of liability insurance issued by the agent on the most current State of Texas Department of Insurance – Approved forms upon execution of this Agreement.

- 1. Commercial General Liability including bodily injury, personal injury, and property damage in the amount of \$1,000,000 each occurrence, and \$2,000,000 in aggregate limit.**
- 2. Business Auto Liability including bodily injury, personal injury and property damage in the amount of a combined single limit of \$1,000,000. Coverage must include any automobiles, scheduled automobiles, hired and non-owned automobiles.**
- 3. Workers' Compensation Insurance shall include Employer's Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee, and include a "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" in this policy. 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"**
- 4. WESTNET shall, at its sole expense, maintain the coverage required pursuant to this section for the duration of this Agreement.**
- 5. WESTNET shall give prompt written notice to the CUSTOMER of all known losses, damages, or injuries to any person or to property of the CUSTOMER or third persons, which may be in any way related to the SYSTEMS or for which a claim might be made against the CUSTOMER. WESTNET shall promptly report to the CUSTOMER all such claims that WESTNET has received, whether related to matters insured or uninsured. No settlement or payment for any claim for loss, injury, or damage or other matter as to which the CUSTOMER may be charged with an obligation to make any payment or reimbursement shall be made by WESTNET without the prior written approval of the CUSTOMER.**

**T**     Non-Discrimination

WESTNET agrees that in performing its tasks under this Agreement, it shall not discriminate against any worker, employee, or applicant, or any member of the public, because of age, race, sex, creed, color, religion, or national origin, nor otherwise commit an unfair employment practice in violation of any state or federal law.



**U**      Conflicts

WESTNET warrants that, to the best of its knowledge and belief, no person except bona fide employees, agents, consultants or representatives of WESTNET or any of its subcontractors has been employed or retained to solicit or secure this Agreement.

**V**      Warranty of Services

WESTNET agrees to perform the services under this Agreement in a professional, workmanlike, and commercially reasonable manner, which is similar to the services provided to its other customers. WESTNET agrees to maintain an adequate staff of persons who are knowledgeable with the Systems as necessary to timely and adequately perform its obligations herein. WESTNET warrants that the staff are capable of performing the Services in accordance with the provisions of this Agreement, and that all Services will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of this Agreement, and all applicable federal, state, and local laws, rules, and regulations. WESTNET agrees that it may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

**W**      Limited Warranty

EXCEPT FOR THIS EXPRESS LIMITED WARRANTY AND WESTNET'S STATUTORY WARRANTY OF GOOD TITLE, WESTNET MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS COVERED HEREBY, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, OR (SUBJECT TO SECTION P) NONINFRINGEMENT OF PATENTS OR OTHER PROPRIETARY RIGHTS. NO EMPLOYEE, AGENT OR REPRESENTATIVE OF WESTNET IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF WESTNET RELATING TO THE PRODUCTS EXCEPT TO THE EXTENT SPECIFICALLY STATED HEREIN. WESTNET NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF THE PRODUCTS.

**X**      Limits on Liability

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, IN NO EVENT, WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, (A) WILL WESTNET BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR COST OF COVER ARISING OUT OF THE CUSTOMER'S SELECTION, ORDERING, PURCHASE, USE, RESALE OR DISTRIBUTION OF THE PRODUCTS COVERED HEREBY, OR OTHERWISE, EVEN IF WESTNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR (B) WILL WESTNET'S TOTAL LIABILITY TO THE CUSTOMER AND ANY THIRD PARTIES WITH RESPECT TO ANY SPECIFIC PRODUCT AND ANY RELATED SERVICES EXCEED TWO TIMES THE PURCHASE PRICE TO WESTNET FOR THAT PRODUCT AND SUCH SERVICES. SUCH DAMAGES THAT WESTNET WILL NOT BE LIABLE FOR INCLUDE, BUT ARE NOT LIMITED TO: LOSS OF PROFITS, SAVINGS OR REVENUE; LOSS OF USE OF A PRODUCT OR ANY ASSOCIATED EQUIPMENT; COST OF CAPITAL; COST OF ANY SUBSTITUTE GOODS, EQUIPMENT, FACILITIES OR SERVICES; DOWNTIME; AND, EXCEPT AS PROVIDED IN THIS AGREEMENT, THE CLAIMS OF THIRD PARTIES INCLUDING THE CUSTOMER'S EMPLOYEES OR AGENTS AND ANY PERSONS TO WHOM THE CUSTOMER PROVIDES SERVICES.

**Y**      Severability

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability without invalidating any other provisions of this Agreement,



**WESTNET.**

and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**Z**      Notices

Any notice or demand required or permitted hereunder shall be sufficiently given when set forth in writing and delivered in person or by mail,

To:      WESTNET:

Dawn Matheny  
Westnet, Inc.  
15542 Chemical Lane  
Huntington Beach, CA 92647  
Phone (714) 548-3500  
Fax (714) 901-5610

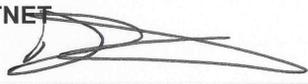
CITY OF COLLEGE STATION:

IT Director  
City of College Station  
PO Box 9960  
College Station, TX 77842  
Phone (979) 764-3539  
Fax (979) 764-3664

or to such other address as each party may from time to time designate.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates set forth above:

**WESTNET**

By:   
Printed Name: Dawn Matheny  
Title: CFO  
Date: 11/10/15

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
Assistant City Manager/CFO  
Date: \_\_\_\_\_

**ATTACHMENT “A”**

**MAINTENANCE AND SUPPORT  
STATEMENT OF WORK**

**1. Scope of Services**

Westnet will provide comprehensive turn-key maintenance and support services for the installed First-In Fire Station Alerting System, ensuring all components are operating at peak performance according to Westnet’s original manufacturing specifications. The Services to be provided under this agreement include the following:

- One year, 24/7 toll-free Technical Support and On-Site Maintenance for all equipment and software
- Repair and/or replacement of malfunctioning units at no cost
- Spare equipment delivered the next business day (and Saturday’s where available)
- Remote diagnostic analysis and uploads, software upgrades

**2. Response Times**

Response times shall be determined in accordance with the Priority Level and Descriptions set forth in the following table. The response time shall commence from the time the Customer requests service or notifies Westnet of problems with the System by contacting Westnet’s Call Center (“Notification”). Issue resolution may include phone support, VPN remote access, or on-site service (for issues not resolved via phone support or remote access).

**Westnet Technical Support: (800) 807-1700  
Office Hours: 8:00 – 5:00 PST, Monday – Friday**

Priority Levels	Hours / Days	Description
1	24/7/365 Including Holidays  3-6 Hour Response	<p>This priority level represents a significant issue that results in the inability to use the alerting systems.</p> <ul style="list-style-type: none"> <li>• Any reported trouble with Westnet-supplied Dispatch System</li> <li>• Station reports that it is not receiving any form of an alert or there is no audio in a fire station.</li> <li>• Other failures that render the fire station MCU and more than five audio transmitting devices unusable.</li> </ul>
2	8:00 – 5:00 PST, Monday – Friday  2-Business- Day Response	<p>This priority level represents a moderate issue that restricts normal use of the dispatching and/or alerting systems.</p> <ul style="list-style-type: none"> <li>• Any non-essential Dispatch Project or fire station device reported inoperable.</li> <li>• Reports of receiving other stations’ or companies’ alerts.</li> <li>• Requests to increase fire station volume levels within fire department-approved parameters.</li> </ul>
3	8:00 – 5:00 PST, Monday – Friday  3-Business- Day Response	<p>This priority level represents minor or non-emergency issues that do not restrict normal use of the dispatching and/or station alerting systems.</p> <ul style="list-style-type: none"> <li>• Requests to decrease volume levels within fire department-approved parameters</li> <li>• Add additional equipment, request programming, or voice-chip changes.</li> <li>• Requests for additional training.</li> <li>• Other non mission-critical matters in the dispatch centers or fire stations</li> </ul>

### **3. Westnet Responsibilities**

Westnet shall:

- A. Provide Westnet-owned spare equipment while a System component is returned to Westnet for repair or replacement.
  - 1. Any Westnet-owned spare equipment parts provided under this Agreement are the property of Westnet. Any damage to Westnet's spare equipment parts is not covered under this Scope of Services and the Customer shall pay for the repair or replacement of the spare equipment parts.
  - 2. Westnet may service replaceable parts, by way of new or remanufactured replacement parts to Customer on an exchange basis. Upon receipt by the Customer of the replacement part, the original part becomes the property of Westnet, and shall be returned by Customer to Westnet. The Customer shall pay Westnet the full retail value of the replacement part if Westnet provides notice to the Customer to return the original part and Westnet does not receive the original part within thirty (30) days after replacement part installation.
- B. Maintain all UPS battery systems including routine SLA (Sealed Lead Acid) battery replacement. In the event the On-Line UPS itself must be replaced, Westnet will cover all labor for replacement and will invoice the customer for the UPS hardware.
- C. Upon request, Westnet shall provide a written quote for additional work not specifically identified in this Agreement. Such work could include, but is not limited to, additions and installation of new equipment, relocation of existing equipment, upgrades (not part of Westnet standard releases) and enhancements, and other system related goods and services. If the Customer decides to proceed with the work, a new purchase order for the additional work is required.

### **4. Customer's Responsibilities**

The Customer shall at all times or upon request:

- A. Make no modifications to the System without obtaining approval from Westnet in writing.
- B. Notify Westnet of any problems with the System by calling the Westnet Systems Group at 1-800-807-1700 (Westnet's call center).
- C. Provide and maintain an operating 24/7 VPN for the duration of the Agreement. The VPN shall allow Westnet to connect to all fire stations that are equipped with the First-In Fire Station Alerting (First-In) equipment. The VPN must be operating and the Customer must allow Westnet to test the VPN prior to the commencement of this Agreement.
- D. Ensure that the Westnet monitor computer in the Dispatch Center (if provided) has 24/7 access to the VPN and to all Customer fire stations. The Customer will return the Westnet monitor computer to Westnet at the conclusion of this Agreement and any additional extensions.
- E. Provide the make and model number of the fire station radio the System is connected to for the source of dispatch audio. If there are any connections to this radio other than the outside antenna and the power source, the Customer will provide a diagram showing the method of connection, connector pins used, signals obtained from the radio and signals sent to the radio by the fire station equipment.
- F. Provide the name, 24-hour telephone number and position of responsible party that can be contacted about each station's radio communication, public address, CAD, and network equipment.
- G. Provide Westnet with either code-access to the stations or an escort that is available 24/7 and within one (1) hour's of notice of an on-site visit.
- H. If applicable, provide the make and model number of fire station amplifier, type of connectors used by fire

alerting input, input impedance and the necessary audio level to drive station amplifier.

- I. Provide a description of station control circuits (e.g., lighting, door openers, gas shut-off) and the number of circuits to be controlled by the Control Remote.
- J. Ensure that the MCU at each station is at all times plugged into the Westnet supplied on-line fulltime UPS.
- K. Ensure that the MCU at each station is at all times plugged into the First-In Radio Isolation Unit. Westnet will exclude from this Agreement the repair of any equipment not properly connected to the Radio Isolation Unit.
- L. Ensure that the radio antenna and lightning arrestor is installed, is installed per current engineering standards and that all lightning protection equipment is connected to a 5-ohm earth ground by a #6 or larger cable not exceeding eight (8) feet in length between the 5-ohm earth ground and the protected equipment.
- M. Notify Westnet prior to making any change in any equipment connected to the fire station System.

## **5. Service Exclusions and Conditions**

- A. This Agreement may exclude:
  - 1. Service made necessary by damaged cables, accident, misuse, abuse, neglect, water damage, or maintenance conducted by unauthorized person(s) by a party other than Westnet or a Westnet subcontractor;
  - 2. Installation, repair or replacement of other systems of which the System may be a part, but which is specifically not a Westnet product or a product installed by Westnet as part of the System;
  - 3. Service of product on which the Westnet or First-In label or logo, rating label or serial number have been defaced or removed; and
  - 4. Problems directly associated with systems connected to the System (e.g., radio, network, CAD, public address) and not related to the System.
- B. If an issue is determined to be excluded from this Agreement, Westnet may charge the Customer for labor costs after two (3) technical support calls or one (1) on-site visit with respect to the issue. This provision does not eliminate the requirement for a written amendment for any additional work outside the scope of work in this Agreement.



## Legislation Details (With Text)

**File #:** 15-0677      **Version:** 1      **Name:** Financial Advisory Services Renewal  
**Type:** Presentation      **Status:** Consent Agenda  
**File created:** 11/9/2015      **In control:** City Council Regular  
**On agenda:** 11/23/2015      **Final action:**  
**Title:** Presentation, possible action, and discussion on a renewal for the Consulting Contract with First Southwest Company for financial advisory services not to exceed \$150,000.  
**Sponsors:** Jeff Kersten  
**Indexes:**  
**Code sections:**  
**Attachments:** [Contract 13-298 Signed Financial Advisor.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a renewal for the Consulting Contract with First Southwest Company for financial advisory services not to exceed \$150,000.

**Recommendation(s):** Staff recommends approval of the renewal of the consultant contract between the City of College Station and First Southwest Company.

**Summary:** On October 23, 2013 Council approved a contract with First Southwest Company for a one (1) year term with up to four (4) one year options for renewal. This renewal is the second of four (4) renewal options and the renewal amount is not to exceed \$150,000. The City has utilized First Southwest Company since 1996 for financial advisor services. Financial Advisory Services consist of assisting the City in issuing debt, assisting in establishing timelines for issuance of debt, perform necessary analysis regarding the financial resources of the City, coordinate the assembly and transmittal of appropriate information to Bond Counsel, coordinate the preparation and submission of Notice of Sale, the Preliminary Official Statement and Official Statement and other marketing documents that may be required, advise financial publication of a forthcoming sale, coordinate the preparation of information for presentation to rating agencies, coordinate the receipt of bids and advising the city of best bid, coordinate the expeditious delivery of the bonds, deliver to the city a schedule of annual debt service requirements delivered to the purchaser and coordinate the selection of a paying agent registrar.

**Budget & Financial Summary:** Funds for this expenditure are budgeted and available in the various capital project funds where debt is issued.

**Reviewed and Approved by Legal:** Yes

**Attachments:**  
1. Renewal Agreement



October 21, 2015

ATTN:  
Drew Masterson  
First Southwest Company  
700 Milam, Suite 500  
Houston, Texas 77002

**RE: Renewal # 2 – RFP 13-071, Contract 13-298**  
Financial Advisor Services

Dear Mr. Masterson,

The City of College Station appreciates the services provided by First Southwest Company this past year. We would like to exercise our option to renew the above referenced agreement for the term of November 5, 2015 through November 4, 2016.

If this meets with your company's approval, please complete the attached contract renewal agreement and return it via e-mail to [hpavelka@cstx.gov](mailto:hpavelka@cstx.gov) or via fax (979-764-3899) ***Please follow up by mailing 3 original signed copies, no later than November 2, 2015, to my attention at 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](http://www.cstx.gov)

-----  
**RENEWAL ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew RFP 13-071, Contract 13-298 for Financial Advisor Services, and in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00).

I understand this renewal term will be for the period beginning November 5, 2015 through November 4, 2016. This is the second of four possible renewals.

**First Southwest Company**

By:   
Printed Name: Drew Masterson  
Title: Managing Director  
Date: 10/27/15

**City of College Station**

By: \_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
Asst. City Manager/ CFO  
Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2015

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

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

<b>PRODUCER</b> Roach Howard Smith & Barton 8750 North Central Expressway Suite 500 Dallas TX 75231	<b>CONTACT NAME:</b> Helen Stuart	
	<b>PHONE (A/C, No. Ext):</b> (972) 744-2704	<b>FAX (A/C, No):</b> (972) 744-2804
<b>E-MAIL ADDRESS:</b> hstuart@rhsb.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Great Northern Ins Co		20303
<b>INSURER B:</b> Federal Ins Co		20281
<b>INSURER C:</b> Texas Mutual Ins Co		22945
<b>INSURER D:</b> Travelers Prop Cas America		25674
<b>INSURER E:</b> Fireman's Fund Insurance Compa		21873
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** Cert ID 30414 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			35787714	12/15/2014	12/15/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included Location Agg Limit \$ 10,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			74968567	12/15/2014	12/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79785393	12/15/2014	12/15/2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
CD	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TSF0001199604 - TX HJUB3491N91615 - OS	4/1/2015 4/1/2015	4/1/2016 4/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<b>Excess Umbrella Liability</b>			SHX00024445926	12/15/2014	12/15/2015	Each Occurrence 10,000,000 Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 General and auto liability policies include a blanket automatic additional insured endorsement or provision that provides additional insured status to certificate holder only when there is a written contract between named insured and certificate holder that requires such status. General and auto liability policies contains a special endorsement or provision with "primary additional insured" wording. General and auto liability, and workers compensation policies include a blanket automatic waiver of subrogation endorsement or provision that provides this feature only when there is a written contract between named insured and certificate holder that requires it.  
 RE: RFP 13-071, Contract 13-298- Financial Advisor Services

<b>CERTIFICATE HOLDER</b>  City of College Station Purchasing Division  P. O. Box 9960 College Station TX 77842	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2015

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

<b>PRODUCER</b> Roach Howard Smith & Barton 8750 N. Central Expressway Suite 500 Dallas TX 75231	<b>CONTACT NAME:</b> Helen Stuart <b>PHONE (A/C, No. Ext):</b> (972) 744-2704 <b>E-MAIL ADDRESS:</b> hstuart@rhsb.com		<b>FAX (A/C, No):</b> (972) 744-2804
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> First Southwest Company, LLC First Southwest Asset Management, LLC 325 N. St. Paul Suite 800 Dallas TX 75201 (214) 953-4000	<b>INSURER A:</b> Westchester Surplus Lines		10172
	<b>INSURER B:</b> XL Specialty Ins Co		37885
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**

CERTIFICATE NUMBER: Cert ID 30266

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Errors & Omissions (E&O)			G23619295010	12/20/2014	12/20/2015	Primary - Each Claim & Aggregate	5,000,000
B	Excess Errors & Omissions			ELU13716414	12/20/2014	12/20/2015	Excess of primary E&O - Aggregate	5,000,000

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

RE: RFP 13-071, Contract 13-298- Financial Advisor Services

**CERTIFICATE HOLDER**

City of College Station  
 Purchasing Division  
  
 P. O. Box 9960  
 College Station TX 77842

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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Legislation Details (With Text)

**File #:** 15-0682      **Version:** 1      **Name:** TexPool Resolution  
**Type:** Presentation      **Status:** Consent Agenda  
**File created:** 11/10/2015      **In control:** City Council Regular  
**On agenda:** 11/23/2015      **Final action:**  
**Title:** Presentation, possible action, and discussion on a resolution amending the authorized representatives on the local government pool account, TexPool.  
**Sponsors:** Jeff Kersten  
**Indexes:**  
**Code sections:**  
**Attachments:** [TexPool Resolution.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a resolution amending the authorized representatives on the local government pool account, TexPool.

**Recommendation(s):** Staff recommends approval of the resolution.

**Summary:** Organized in 1989, TexPool is the largest and oldest local government investment pool in the State of Texas. TexPool currently provides investment services to over 1,700 communities throughout Texas. The State Comptroller oversees TexPool, and Federated Investors manage the daily operations of the pool under a contract with the Comptroller. TexPool is managed conservatively to provide a safe, efficient, and liquid investment alternative to Texas governments. The pool seeks to maintain a \$1.00 value per share as required by the Texas Public Funds Investment Act. TexPool investments consist exclusively of U. S. Government securities, repurchase agreements collateralized by U. S. Government securities, and AAA-rated no-load money market mutual funds. TexPool is rated AAAM by Standard & Poor's, the highest rating a local government investment pool can achieve. The weighted average maturity of the pool cannot exceed 60 days, with the maximum maturity of any investment limited to 13 months. TexPool, like the City, is governed by the Texas Public Funds Investment Act.

The resolution amendment is to add Finance Analyst, Brandi Whittenton as an inquiry only authorized representative to the account. City Manager, Kelly Templin, Jeff Kersten, Assistant City Manager and Cheryl Wright, Accounting and Treasury Operations Manager will remain on the account as designate employees that are able to authorize transactions for the City's TexPool account.

**Budget & Financial Summary:** None

**Reviewed and Approved by Legal:** Yes

**Attachments:**

1. Resolution Amending Authorized Representatives





# Resolution Amending Authorized Representatives

Please use this form to amend or designate Authorized Representatives.

This document supersedes all prior Authorized Representative forms.

\* Required Fields

## 1. Resolution

WHEREAS,

City of College Station

Participant Name\*

77181

Location Number\*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Kelly Templin  
Name  
City Manager  
Title  
(979)764-3510 / (979)764-6377 / ktemplin@cstx.gov  
Phone/Fax/Email  
Signature

2. Jeffrey Kersten  
Name  
Assistant City Manager  
Title  
(979)764-3555 / (979)764-3899 / jkersten@cstx.gov  
Phone/Fax/Email  
Signature

1. Resolution (continued)

3. Cheryl Wright  
 Name  
 Accounting and Treasury Operations Manger  
 Title  
 (979)764-3554 / (979)764-3571 / cwright@cstx.gov  
 Phone/Fax/Email  
 Cheryl Wright  
 Signature

4.  
 Name  
 Title  
 Phone/Fax/Email  
 Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Cheryl Wright  
 Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Brandi Whittenton  
 Name  
 Finance Analyst  
 Title  
 (979)764-3814 / (979)764-3571 / bwhittenton@cstx.gov  
 Phone/Fax/Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 23rd day November, 20 15.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

City of College Station  
 Name of Participant\*

**SIGNED**  
 Signature\*  
 Nancy Berry  
 Printed Name\*  
 Mayor  
 Title\*

**ATTEST**  
 Signature\*  
 Sherry Mashburn  
 Printed Name\*  
 City Secretary  
 Title\*

2. Mailing Instructions

The completed Resolution Amending Authorized Representatives can be faxed to TexPool Participant Services at 1-866-839-3291, or mailed to: TexPool Participant Services, 1001 Texas Avenue, Suite 1400, Houston, TX 77002



## Legislation Details (With Text)

**File #:** 15-0683      **Version:** 2      **Name:** TexStar Resolution  
**Type:** Presentation      **Status:** Consent Agenda  
**File created:** 11/10/2015      **In control:** City Council Regular  
**On agenda:** 11/23/2015      **Final action:**  
**Title:** Presentation, possible action, and discussion on a resolution amending the authorized representatives on the local government pool account, Texas Short Term Asset Reserve ("TexSTAR").  
**Sponsors:** Jeff Kersten  
**Indexes:**  
**Code sections:**  
**Attachments:** [TexStar Resolution.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a resolution amending the authorized representatives on the local government pool account, Texas Short Term Asset Reserve ("TexSTAR").

**Recommendation(s):** Staff recommends approval of the resolution.

**Summary:** Organized in 2002, TexSTAR is the second largest local government investment pool in the State of Texas. TexSTAR currently provides investment services to over 600 Texas cities, counties, school districts and other public entities. TexSTAR offers investment options that provide security, liquidity and efficiency and their conservatively managed fund operates in full compliance with the Texas Public Funds Investment Act. TexSTAR’s pool is rated AAAM by Standard & Poor’s, the highest rating a local government investment pool can achieve. The pool seeks to maintain a \$1.00 value per share as required by the Texas Public Funds Investment Act and a weighted average maturity of 60 days, with the maximum maturity of any investment limited to 13 months. TexSTAR investments consist exclusively of U. S. Government securities, repurchase agreements collateralized by U. S. Government securities, and AAA-rated no-load money market mutual funds. TexSTAR, like the City, is governed by the Texas Public Funds Investment Act. First Southwest oversees TexSTAR, and JP Morgan Fleming Asset Management manages the daily operations of the pool.

The resolution amendment is to add Finance Analyst, Brandi Whittenton as an inquiry only authorized representative to the account. City Manager, Kelly Templin, Jeff Kersten, Assistant City Manager and Cheryl Wright, Accounting and Treasury Operations Manager will remain on the account as designate employees that are able to authorize transactions for the City’s TexStar account.

**Budget & Financial Summary:** None.

**Reviewed and Approved by Legal:** Yes

**Attachments:**

1. Resolution Amending Authorized Representatives





## AMENDING RESOLUTION

WHEREAS, City of College Station - 02103

(the "Government Entity") by authority of the Application for Participation in TexSTAR (the "Application") has entered into an Interlocal Agreement (the "Agreement") and has become a participant in the public funds investment pool created there under known as TexSTAR Short Term Asset Reserve Fund ("TexSTAR");

WHEREAS, the Application designated on one or more "Authorized Representatives" within the meaning of the Agreement;

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. The following officers, officials or employees of the Government Entity specified in this document are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Government Entity under the Agreement created by the application, all in the name and on behalf of the Government Entity.

SECTION 2. This document supersedes and replaces the Government Entity's previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement

SECTION 3. This resolution will continue in full force and effect until amended or revoked by Government Entity and written notice of the amendment or revocation is delivered to the TEXSTAR Board.

SECTION 4. Terms used in this resolution have the meanings given to them by the Application.

**Authorized Representatives.** Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the Board in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

- 1. Name: Kelly Templin Title: City Manager  
Signature: \_\_\_\_\_ Phone: (979) 764-3510  
Email: ktemplin@cstx.gov
- 2. Name: Jeffrey Kersten Title: Assistant City Manager  
Signature: Jeffrey Kersten Phone: (979)764-3555  
Email: jkersten@cstx.gov
- 3. Name: Cheryl Wright Title: Accounting and Treasury Operations Mgr.  
Signature: Cheryl Wright Phone: (979)764-3554  
Email: cwright@cstx.gov
- 4. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**{REQUIRED} PRIMARY CONTACT:** List the name of the Authorized Representative listed above that will be designated as the Primary Contact and will receive all TexSTAR correspondence including transaction confirmations and monthly statements

Name: Cheryl Wright

**{OPTIONAL} INQUIRY ONLY CONTACT:** In addition, the following additional Participant representative (*not listed above*) is designated as an *Inquiry Only* Representative authorized to obtain account information:

Name: Brandi Whittenton Title: Finance Analyst  
Signature: Brandi Whittenton Phone: (979)764-3814  
Email: bwhittenton@cstx.gov

Participant may designate other authorized representatives by written instrument signed by an existing Participant Authorized Representative or Participant's chief executive officer.

DATED \_\_\_\_\_  
City of College Station - 02103  
(NAME OF PARTICIPANT)

SIGNED BY: \_\_\_\_\_  
(Signature of official)  
Nancy Berry, Mayor  
(Printed name and title)

ATTESTED BY: \_\_\_\_\_  
(Signature of official)  
Sherry Mashburn, City Secretary  
(Printed name and title)

**\*REQUIRED\***  
**PLACE OFFICIAL SEAL OF ENTITY HERE**

**FOR INTERNAL USE ONLY**  
**APPROVED AND ACCEPTED: TEXAS SHORT TERM ASSET RESERVE FUND**  
.....  
**AUTHORIZED SIGNER**



## Legislation Details (With Text)

**File #:** 15-0688      **Version:** 1      **Name:** Annual Painting Contract Award  
**Type:** Contract      **Status:** Consent Agenda  
**File created:** 11/11/2015      **In control:** City Council Regular  
**On agenda:** 11/23/2015      **Final action:**  
**Title:** Presentation, possible action, and discussion regarding approval of Contract No. 16300001 (ITB 16-003) between the City of College Station and JNA Painting and Contracting Co., Inc. in an amount not to exceed \$57,931.  
**Sponsors:** Donald Harmon  
**Indexes:**  
**Code sections:**  
**Attachments:** [16-003 Tab.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of Contract No. 16300001 (ITB 16-003) between the City of College Station and JNA Painting and Contracting Co., Inc. in an amount not to exceed \$57,931.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of Contract No. 16300001 with JNA Painting and Contracting Co., Inc. in an amount not to exceed \$57,931.

Summary: Sealed bids were received and opened on September 29, 2015. After review of the bids, JNA Painting and Contracting Co, Inc. was determined to be the lowest responsible bidder. The intent of this contract is to establish an annual contract with a single painting contractor to address small, individual painting projects on an as-needed basis. When required, service requests shall be made by the Facilities Maintenance Superintendent (or designee). Contingent upon City Council approval, this contract will be effective for a period of one (1) year with two (2) one-year renewal options available to be awarded one year at a time.

Budget & Financial Summary: Funds are budgeted and available in the Public Works Facilities Maintenance Budget

Attachments:

1. Bid Tabulation



**City of College Station - Purchasing Division**  
**Bid Tabulation for #16-003**  
**"Annual Interior/Exterior Painting of City Buildings"**  
**Open Date: Tuesday, September 29, 2015 @ 2:00 p.m.**

				JNA Painting & Contracting Company, Inc. (Frisco, TX)		Quality Works Construction (Houston, TX)	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
<b>SECTION I: INTERIOR PAINTING</b>							
1	4,000	SQ FT	Ceiling, apply one (1) coat	\$0.17	\$680.00	\$3.15	\$12,600.00
2	4,000	SQ FT	Ceiling, apply two (2) coats	\$0.34	\$1,360.00	\$6.00	\$24,000.00
3	40,000	SQ FT	Walls, apply one (1) coat	\$0.17	\$6,800.00	\$3.00	\$120,000.00
4	40,000	SQ FT	Walls, apply two (2) coats	\$0.34	\$13,600.00	\$5.50	\$220,000.00
5	50	EA	Windows (including trim), apply one (1) coat	\$22.00	\$1,100.00	\$60.00	\$3,000.00
6	50	EA	Windows (including trim), apply two (2) coats	\$35.00	\$1,750.00	\$120.00	\$6,000.00
7	50	EA	Metal doors (both sides including trim), apply one (1) coat	\$25.00	\$1,250.00	\$60.00	\$3,000.00
8	50	EA	Metal doors (both sides including trim), apply two (2) coats	\$40.00	\$2,000.00	\$120.00	\$6,000.00
9	50	EA	Stain & clear coat wood doors (both sides including trim), apply one (1) coat	\$25.00	\$1,250.00	\$100.00	\$5,000.00
10	50	EA	Stain & clear coat wood doors (both sides including trim), apply one (2) coats	\$40.00	\$2,000.00	\$200.00	\$10,000.00
11	4,000	SQ FT	Cost for moving office furniture (desks, file cabinets, sofa, chairs, etc.)	\$0.200	\$800.00	\$0.50	\$2,000.00
12	1,000	SQ FT	Accent walls	\$0.34	\$340.00	\$4.00	\$4,000.00
13	2,000	SQ FT	Specialty Coatings (epoxy)	\$0.40	\$800.00	\$8.80	\$17,600.00
14	1,000	SQ FT	Drywall repair/texture	\$1.00	\$1,000.00	\$10.00	\$10,000.00
15	100	SQ FT	Drywall replacement	\$1.50	\$150.00	\$15.00	\$1,500.00
<b>Sub Total (Section I-Interior Painting)</b>				<b>\$34,880.00</b>		<b>\$444,700.00</b>	
<b>SECTION II: EXTERIOR PAINTING</b>							
1	20,000	SQ FT	Walls, apply one (1) coat	\$0.17	\$3,400.00	\$4.00	\$80,000.00
2	20,000	SQ FT	Walls, apply two (2) coats	\$0.34	\$6,800.00	\$6.00	\$120,000.00
3	50	EA	Windows (including trim), apply one (1) coat	\$22.00	\$1,100.00	\$60.00	\$3,000.00
4	50	EA	Windows (including trim), apply two (2) coats	\$35.00	\$1,750.00	\$120.00	\$6,000.00
5	50	EA	Metal doors (both sides including trim), apply one (1) coat	\$25.00	\$1,250.00	\$50.00	\$2,500.00
6	50	EA	Metal doors (both sides including trim), apply two (2) coats	\$40.00	\$2,000.00	\$120.00	\$6,000.00
7	50	SQ FT	Stain & clear coat (both sides including trim), apply two (1) coat	\$25.00	\$1,250.00	\$100.00	\$5,000.00
8	50	SQ FT	Stain & clear coat (both sides including trim), apply two (2) coats	\$40.00	\$2,000.00	\$200.00	\$10,000.00
9	4,000	SQ FT	Prep bare concrete masonry area before painting	\$0.10	\$400.00	\$1.50	\$6,000.00
10	10,000	SQ FT	Pressure Washing	\$0.10	\$1,000.00	\$2.00	\$20,000.00



**City of College Station - Purchasing Division**  
**Bid Tabulation for #16-003**  
**"Annual Interior/Exterior Painting of City Buildings"**  
**Open Date: Tuesday, September 29, 2015 @ 2:00 p.m.**

				JNA Painting & Contracting Company, Inc. (Frisco, TX)		Quality Works Construction (Houston, TX)	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
11	2,000	SQ FT	Miscellaneous light fixtures, electrical boxes, a/c units, signs, lettering, etc.	\$0.25	\$500.00	\$3.00	\$6,000.00
12			Wood replacement				
	100	LFT	2" x 6"	\$5.00	\$500.00	\$6.00	\$600.00
	100	LFT	1" x 6"	\$5.00	\$500.00	\$5.00	\$500.00
	20	ea	4' x 8' x 5/8"	\$25.00	\$500.00	\$60.00	\$1,200.00
13	1	LS	Scaffolding (one (1) section) (Daily Rate)	\$1.00	\$1.00	\$50.00	\$50.00
14	1	LS	Man Lift (Daily Rate)	\$100.00	\$100.00	\$250.00	\$250.00
<b>Sub Total (Section II-Exterior Painting)</b>				<b>\$23,051.00</b>		<b>\$267,100.00</b>	
<b>GRAND TOTAL (Section I &amp; II)</b>				<b>\$57,931.00</b>		<b>\$711,800.00</b>	
<b>Certification of Bid</b>				✓		✓	
<b>Bid Bond</b>				✓		*DID NOT SUBMIT BID BOND*	

\*NOTES: Quality Works Construction: Bidder miscalculated the totals for Section II - Bid Item 5, Subtotal - Section II and the Grand Total. The highlighted amounts above are correct. Bidder also did not submit the required 5% bid security.



## Legislation Details (With Text)

**File #:** 15-0674      **Version:** 1      **Name:** 1181 William D. Fitch Rezoning

**Type:** Rezoning      **Status:** Agenda Ready

**File created:** 11/9/2015      **In control:** City Council Regular

**On agenda:** 11/23/2015      **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 to remove the OV Corridor Overlay for a portion of the approximately 2.83 acres being Lot 1, Block 2, of the Spring Creek Commons Phases 4 & 5 Subdivision, according to the plat recorded in Volume 9287, Pages 128-129 of the Official Public Records of Brazos County, Texas, located at 1181 William D. Fitch Parkway, more generally located north of the intersection of William D. Fitch Parkway and Lakeway Drive.

**Sponsors:** Laura Walker

**Indexes:**

**Code sections:**

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

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries to remove the OV Corridor Overlay for a portion of the approximately 2.83 acres being Lot 1, Block 2, of the Spring Creek Commons Phases 4 & 5 Subdivision, according to the plat recorded in Volume 9287, Pages 128-129 of the Official Public Records of Brazos County, Texas, located at 1181 William D. Fitch Parkway, more generally located north of the intersection of William D. Fitch Parkway and Lakeway Drive.

### Relationship to Strategic Goals:

- Diverse Growing Economy

**Recommendations:** The Planning and Zoning Commission considered this item on November 5, 2015 and voted unanimously to recommend approval of the rezoning request. Staff also recommends approval.

**Summary:** The applicant has requested the proposed amendment to remove the OV Corridor Overlay zoning from the property as a step toward developing a small animal clinic on approximately 2.83 acres located north of the intersection of William D. Fitch Parkway and Lakeway Drive.

## REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The subject area is designated on the Comprehensive Plan Future Land Use and Character Map as General Commercial. The Comprehensive Plan states that the General Commercial designation is for commercial uses that serve the entire community and its visitors. The proposed removal of the OV Corridor Overlay will not change the uses allowed on the property and will allow it to still develop consistent with the General Commercial designation.

William D. Fitch Parkway is identified as a Primary Image Corridor on the Comprehensive Plan and its intersection with State Highway 6 as an Early Image-Setting Gateway. The OV Corridor Overlay was established to help enhance the image of gateways and key entry points along major corridors in the City. In 2006, the overlay was placed on the properties that around the intersection of State Highway 6 and Greens Prairie Road (now William D. Fitch Parkway). When established, it was placed from State Highway 6 to Lakeway Drive south of William D. Fitch Parkway and from State Highway 6 to 1,000 feet east for the area north of William D. Fitch Parkway, as Lakeway Drive did not exist to the north at the time. Removal of the OV Corridor Overlay on the subject property will make Lakeway Drive the consistent eastern boundary of the overlay.

- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The subject property is immediately bordered by a single-family residential neighborhood, Woodland Hills, to the north, and William D. Fitch Parkway to the southeast. It is bordered by Lakeway Drive to the southwest across which is retail and restaurant uses. The OV Corridor Overlay requires a minimum 20-foot parking setback from the right-of-way instead of the standard minimum 10-foot setback and a minimum 40-foot building setback from right-of-way instead of the standard 25-foot front or 15-foot side street minimum setbacks. The overlay also restricts the height of freestanding signs to the height of the building, which is otherwise limited to a maximum of 35 feet tall but also only 1 foot high for every 2 feet it is placed away from the street curb. As development of the property will still need to meet all minimum development requirements, the removal of the OV Corridor Overlay zoning will have minimal to no effect on all the nearby uses.
- 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 area is already zoned GC General Commercial and removal of the OV Corridor Overlay portion will have no effect on the uses allowed on the property.
- 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 area is already zoned GC General Commercial and removal of the OV Corridor Overlay portion will have no effect on the uses allowed on the property.
- 5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The subject property is not as marketable with the OV Corridor Overlay as it is relatively narrow in depth. As stated previously, the overlay requires a minimum 20-foot parking setback and 40-foot building setback. The existing GC General Commercial zoning contains a condition of a minimum 100-foot natural buffer from the single-family that can be reduced to 50 feet if the drainage is modified and adequate landscaping and screening provided. With these additional setback and buffer requirements, the developable area of the property is limited.

**6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** Water service will be provided by the City of College Station via an existing 6-inch main that is stubbed out from an existing 12-inch water main located along Lakeway Drive. The subject property is located in the Spring Creek sanitary sewer impact fee area. The site has access to sanitary sewer via an existing 8-inch sewer main located in the 15-foot Public Utility Easement that crosses the property.

The subject property is located in the Spring Creek Drainage Basin. The natural conveyance path is through the rear of the property towards Spring Creek Tributary 3. The site may not require detention if the previous project's detention timing analysis included this tract and showed that no detention is needed, which will need to be verified with the Site Plan.

The subject property is located at the corner of William D. Fitch Parkway, a major arterial, and Lakeway Drive, a major collector, and will have access from Lakeway Drive.

Drainage and other public infrastructures required with the site shall be designed and constructed in accordance with the B/CS Unified Design Guidelines. Existing infrastructures appear to currently have capacity to adequately serve the proposed use.

**Budget & Financial Summary:** N/A

**Attachments:**

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

**NOTIFICATIONS**

Advertised Commission Hearing Date: November 5, 2015  
 Advertised Council Hearing Date: November 23, 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:

Estates of Woodland Hills HOA

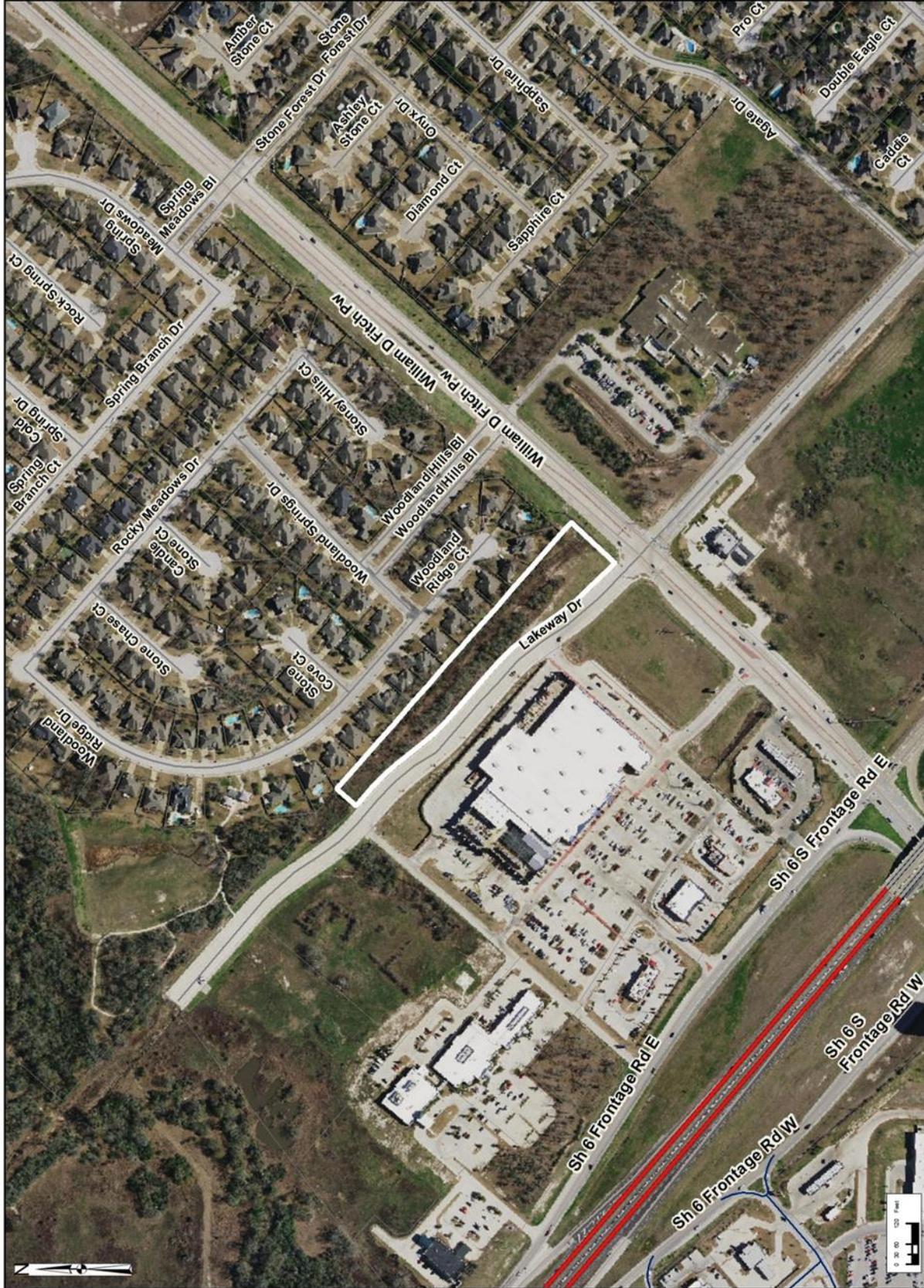
Property owner notices mailed: 30  
 Contacts in support: Two at the time of staff report.  
 Contacts in opposition: Three at the time of staff report.  
 Inquiry contacts: Seven at the time of staff report.

**ADJACENT LAND USES**

<b>Direction</b>	<b>Comprehensive Plan</b>	<b>Zoning</b>	<b>Land Use</b>
<b>East</b>	General Suburban	GS General Suburban	Single-family homes
<b>South</b> (Across William D. Fitch Pkwy)	Suburban Commercial	GC General Commercial	Texas A&M office building
<b>Southwest</b> (Across Lakeway Dr) & William D. Fitch Pkwy)	General Commercial	GC General Commercial with OV Corridor Overlay	Bank
<b>West</b> (across Lakeway Dr)	General Commercial	GC General Commercial with OV Corridor Overlay	Retail

**DEVELOPMENT HISTORY**

**Annexation:** 1983  
**Zoning:** A-O Agricultural Open upon annexation.  
 1997: Rezoned to C-1 General Commercial with buffering conditions expressed in Ordinance No. 2229.  
 2006: Portion of property rezoned to add OV Corridor Overlay which extended 1,000 feet from the State Highway 6.  
 2012: C-1 General Commercial renamed to GC General Commercial.  
**Final Plat:** 2009  
**Site development:** Property is currently vacant.



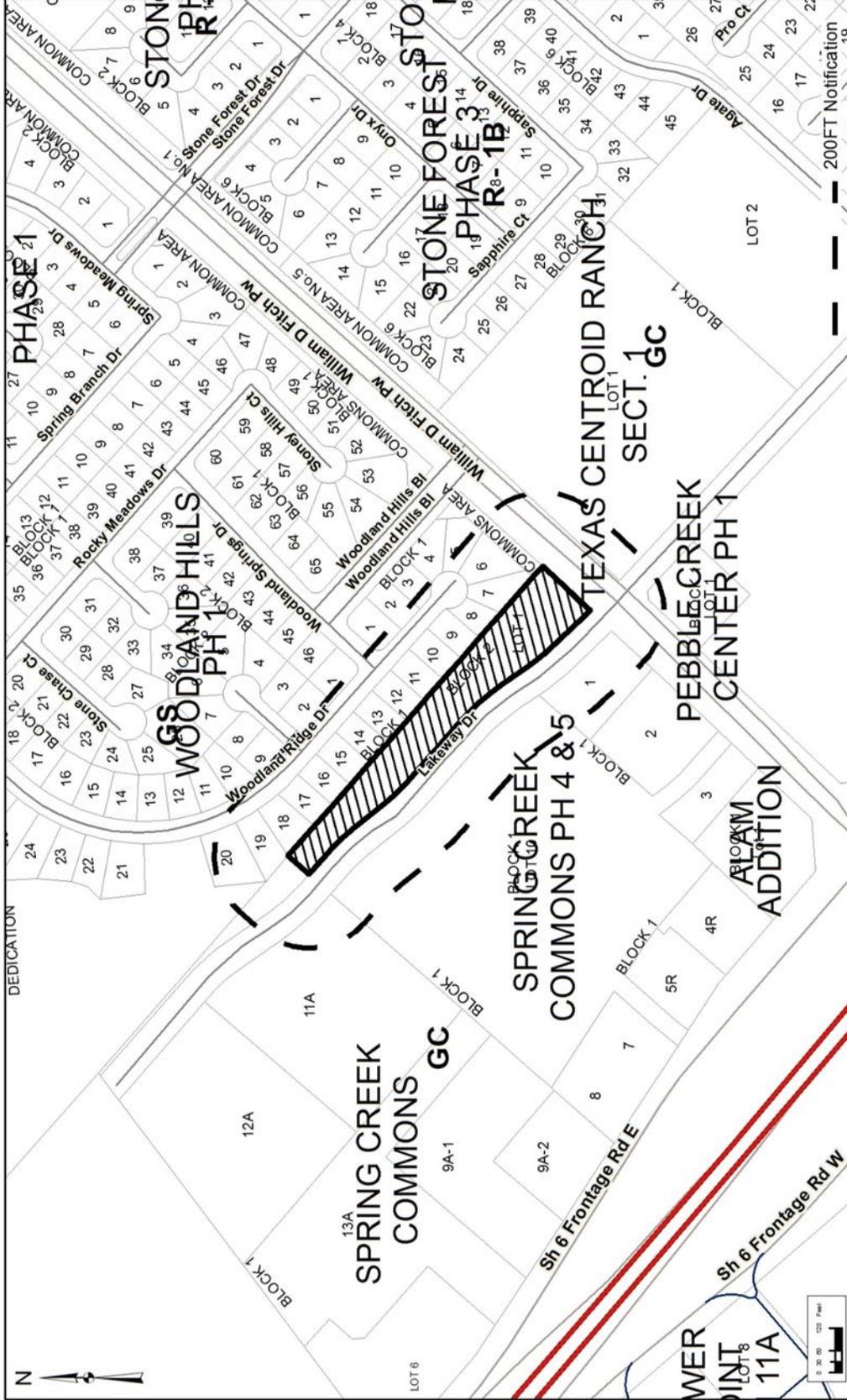
REZONING

Case: REZ2015-000021

1181 WILLIAM D FITCH PKWY

DEVELOPMENT REVIEW





**Zoning Districts**

R	Rural Estate	R-4	Multi-Family	BPI	Business Park Industrial	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

	<b>DEVELOPMENT REVIEW</b>	<b>REZONING</b>
<b>1181 WILLIAM D FITCH PKWY</b>		
<b>Case:</b>		<b>REZ2015-000021</b>

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 FOR A PORTION OF APPROXIMATELY 2.83 ACRES BY REMOVING THE OV CORRIDOR OVERLAY ZONING, BEING A PORTION OF LOT 1, BLOCK 2, OF THE SPRING CREEK COMMONS PHASES 4 & 5 SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 9287, PAGES 128-129 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, MORE GENERALLY LOCATED NORTH OF THE INTERSECTION OF WILLIAM D. FITCH PARKWAY AND LAKEWAY DRIVE, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", and as shown graphically in Exhibit "B", attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 23<sup>rd</sup> day of November, 2015.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED:

\_\_\_\_\_  
City Attorney

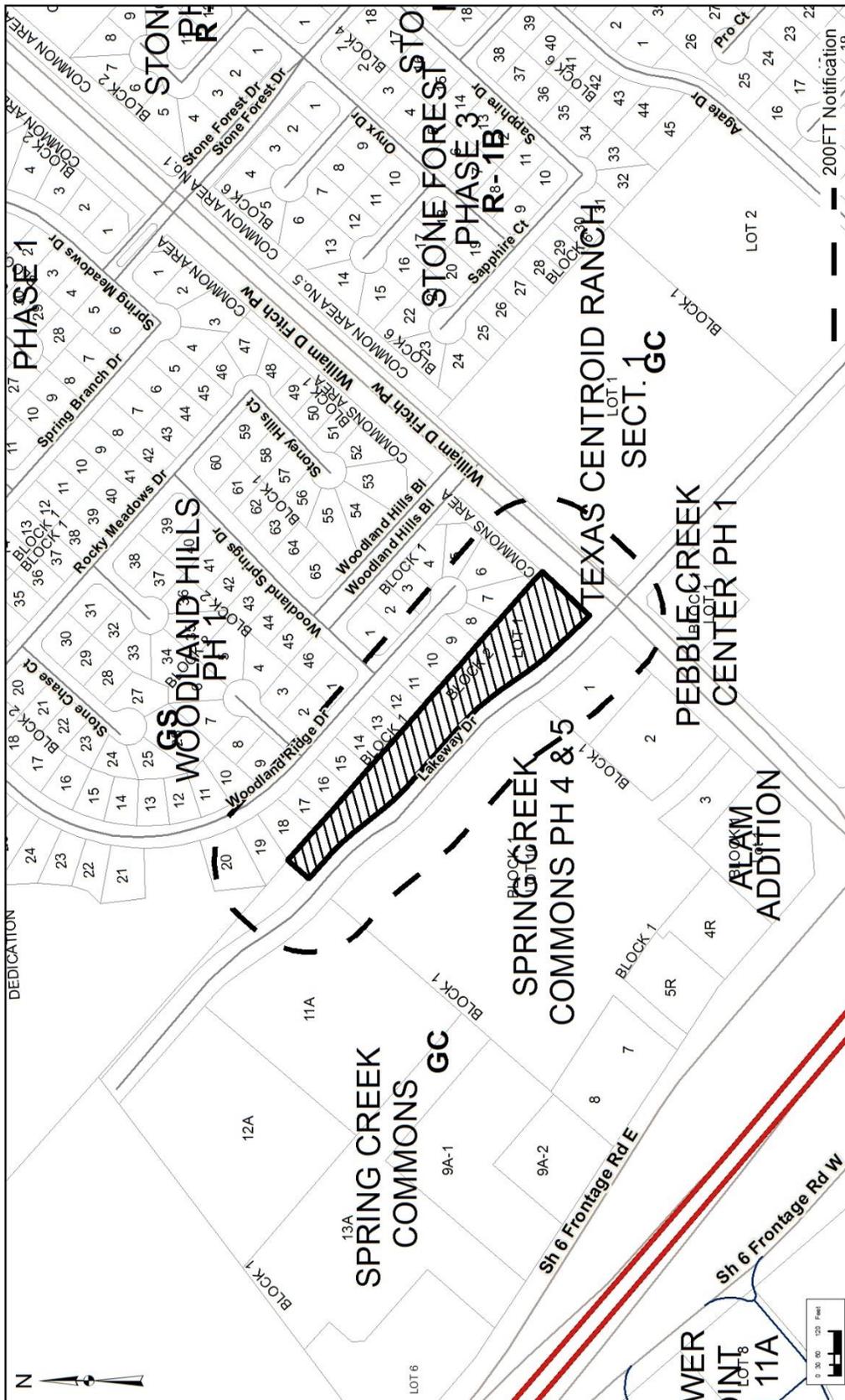
**EXHIBIT "A"**

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

The following property is rezoned to remove the OV Corridor Overlay, as shown graphically in EXHIBIT "B":

Approximately 2.83 acres being Lot 1, Block 2, of the Spring Creek Commons Phases 4 & 5 Subdivision, according to the plat recorded in Volume 9287, Pages 128-129 of the Official Public Records of Brazos County, Texas.

**EXHIBIT "B"**



**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	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

<b>DEVELOPMENT REVIEW</b>	<b>REZONING</b>
1181 WILLIAM D FITCH PKWY	Case: REZ2015-000021



## Legislation Details (With Text)

<b>File #:</b>	15-0680	<b>Version:</b>	1	<b>Name:</b>	3120 Holleman Drive South Rezoning
<b>Type:</b>	Rezoning	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	11/10/2015	<b>In control:</b>		<b>In control:</b>	City Council Regular
<b>On agenda:</b>	11/23/2015	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to MF Multi-Family for approximately 14.613 acres of land located in the Crawford Burnett League A-7 Survey, College Station, Brazos County, Texas, being Lots 4-10 of the German Acres Subdivision, according to the plat recorded in Volume 2393, Page 91 of the Official Public Records of Brazos County, Texas, generally located at 3120 Holleman Drive South, more generally located south of Cain Road between Holleman Drive South and Old Wellborn Road.				
<b>Sponsors:</b>	Laura Walker				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Background Information</a> <a href="#">Aerial and Small Area Map (SAM)</a> <a href="#">Ordinance</a>				

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to MF Multi-Family for approximately 14.613 acres of land located in the Crawford Burnett League A-7 Survey, College Station, Brazos County, Texas, being Lots 4-10 of the German Acres Subdivision, according to the plat recorded in Volume 2393, Page 91 of the Official Public Records of Brazos County, Texas, generally located at 3120 Holleman Drive South, more generally located south of Cain Road between Holleman Drive South and Old Wellborn Road.

### Relationship to Strategic Goals:

- Diverse Growing Economy

**Recommendations:** The Planning and Zoning Commission considered this item on November 5, 2015 and voted unanimously to recommend approval of the rezoning request with the condition that a left-turn lane be provided by the developer on southbound Holleman Drive South to Cain Road when the first access connection is made to Cain Road. Staff also recommends approval of the rezoning request with the aforementioned condition.

**Summary:** The applicant has requested the proposed amendment to rezone the property to MF Multi-family as a step toward developing multi-family uses on approximately 14.613 acres located south of Cain Road between Holleman Drive South and Old Wellborn Road.

## REVIEW CRITERIA

- 1. Consistency with the Comprehensive Plan:** The subject property is designated on the Comprehensive Plan Future Land Use and Character Map as Urban. The Comprehensive Plan states that the Urban land use designation is for very intense levels of development activities such as townhomes, duplexes, and high-density apartments. The proposed rezoning to MF Multi-family will allow development that is consistent with the Comprehensive Plan.
- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The subject property is immediately bordered by Cain Road and abutting fourplexes to the north, and single-family estate lots to the east and west. It is also bordered by vacant land zoned PDD for the Barracks II development to the south. The proposed rezoning to MF Multi-family is compatible with the fourplex development across Cain Road though is more intense than the adjacent large lot single-family properties.
- 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 property is located in an area that has been generally rural in nature but is quickly developing into high-density residential uses. Though there are concerns with transportation and drainage in the area, those impacts will be addressed or mitigated when the property develops. This area is generally suitable for the proposed zoning.
- 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 property is zoned R Rural and is vacant and fairly wooded. The suitability of the property for agricultural or other rural uses is limited.
- 5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The subject property has poor marketability with the current zoning of R Rural. This area is rapidly developing to provide housing options for the growth in College Station and only large-lot development options are available in R Rural districts.
- 6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** Water service will be provided by Wellborn Special Utility District. The subject property is located in the Steeplechase Wellborn Sanitary Sewer impact fee area. The site will have sewer access via a 12-inch sanitary sewer main that is currently being constructed with the Barracks II Phase 401 plat.

The subject property is located in the Bee Creek drainage basin. The natural conveyance path is towards Cain Road & Bee Creek Tributary B.3. Detention will be required with the development.

The property has access via Cain Road, a minor collector currently constructed to a rural section, and will extend Towers Parkway, a minor collector, and Commando Trail, a residential street. Texas A&M University Transit Services recently indicated that bus service will be provided to the area beginning fall of 2016. A Traffic Impact Analysis (TIA) was performed for the proposed development and it identified the need for a left-turn lane on Holleman Drive South to Cain Road be constructed by this development with the first access connection to Cain Road.

Drainage and other public infrastructures required with the site will be designed and constructed in accordance with the B/CS Unified Design Guidelines. Existing infrastructures appear to currently have capacity to adequately serve the proposed use.

**Budget & Financial Summary:** N/A

**Attachments:**

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

**NOTIFICATIONS**

Advertised Commission Hearing Date: November 5, 2015  
Advertised Council Hearing Date: November 23, 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

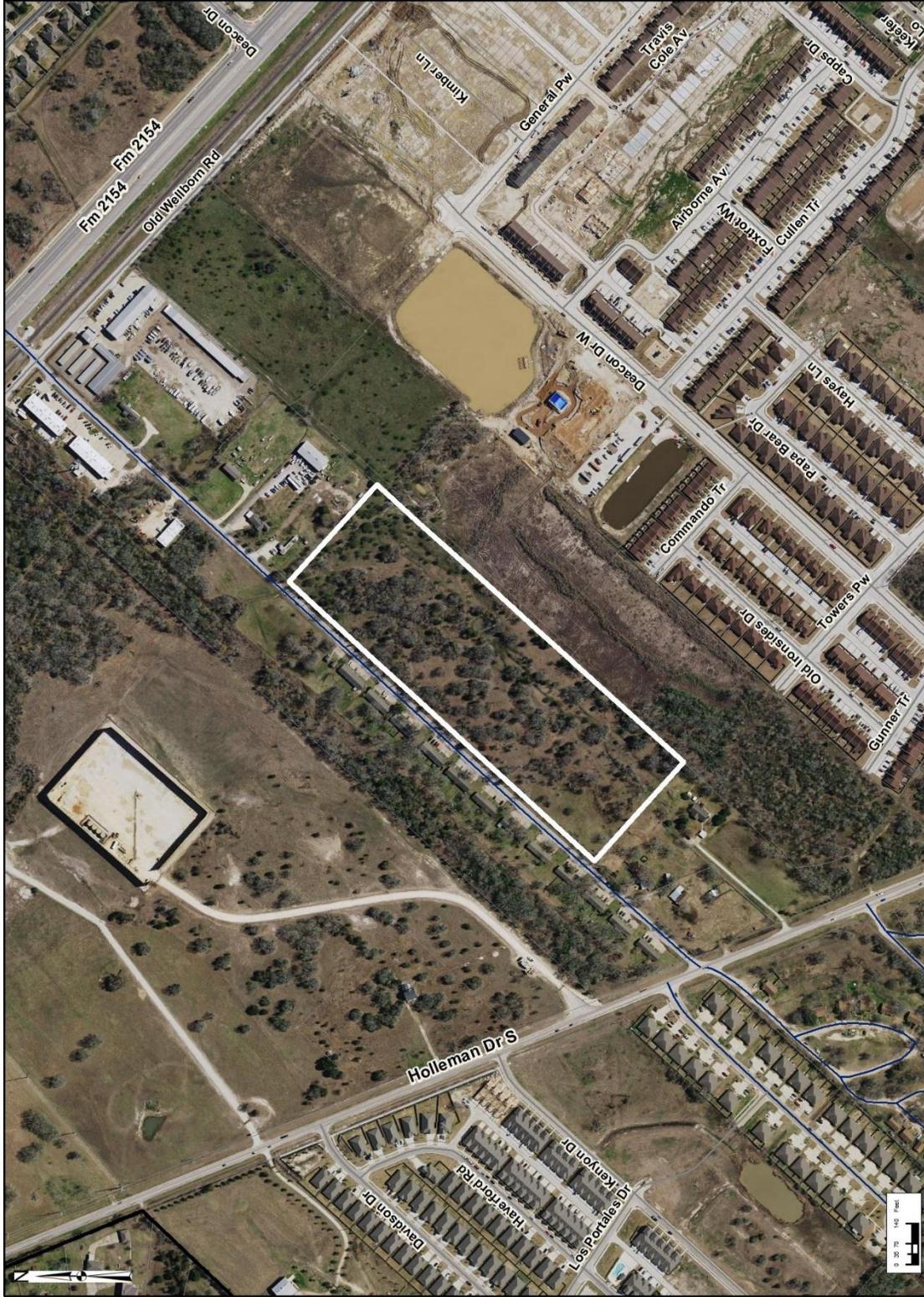
Property owner notices mailed: 11  
Contacts in support: None at the time of staff report.  
Contacts in opposition: None at the time of staff report.  
Inquiry contacts: None at the time of staff report.

**ADJACENT LAND USES**

<b>Direction</b>	<b>Comprehensive Plan</b>	<b>Zoning</b>	<b>Land Use</b>
<b>Northwest</b> (Across Cain Road)	Urban	R Rural	Multi-family residences
<b>Northeast</b>	Urban	R Rural	Single-family estates
<b>Southeast</b>	General Suburban	PDD Planned Development District	Vacant
<b>Southwest</b>	Urban	R Rural	Single-family estates

**DEVELOPMENT HISTORY**

**Annexation:** 2002  
**Zoning:** Property zoned A-O Agricultural Open upon annexation. In 2013, the A-O Agricultural Open district was renamed to R Rural.  
**Site development:** Property is currently vacant.



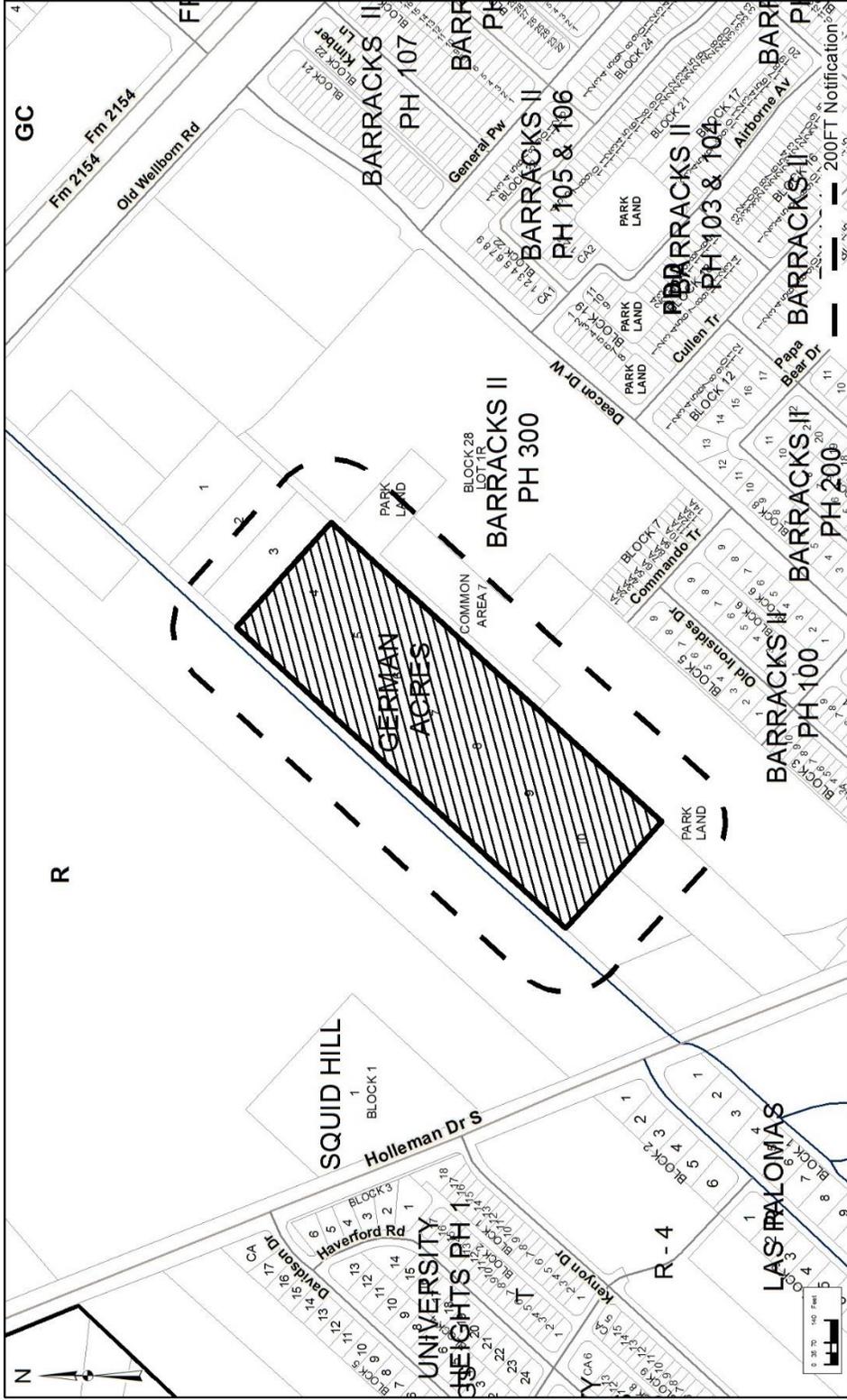
REZONING

Case: REZ2015-000018

3120 HOLLEMAN DR S

DEVELOPMENT REVIEW





**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	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

<p><b>DEVELOPMENT REVIEW</b></p>	<p><b>REZONING</b></p>
<p>3120 HOLLEMAN DR S</p>	<p>Case: REZ2015-000018</p>

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 FOR APPROXIMATELY 14.613 ACRES FROM R RURAL TO MF MULTI-FAMILY, BEING SITUATED IN THE CRAWFORD BURNETT LEAGUE A-7 SURVEY, COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING LOTS 4-10 OF THE GERMAN ACRES SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 2393, PAGE 91 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, MORE GENERALLY LOCATED SOUTH OF CAIN ROAD BETWEEN HOLLEMAN DRIVE SOUTH AND OLD WELLBORN ROAD, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 12, "Unified Development Ordinance," Section 12-4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", and as shown graphically in Exhibit "B", attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 23<sup>rd</sup> day of November, 2015.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED:

\_\_\_\_\_  
City Attorney

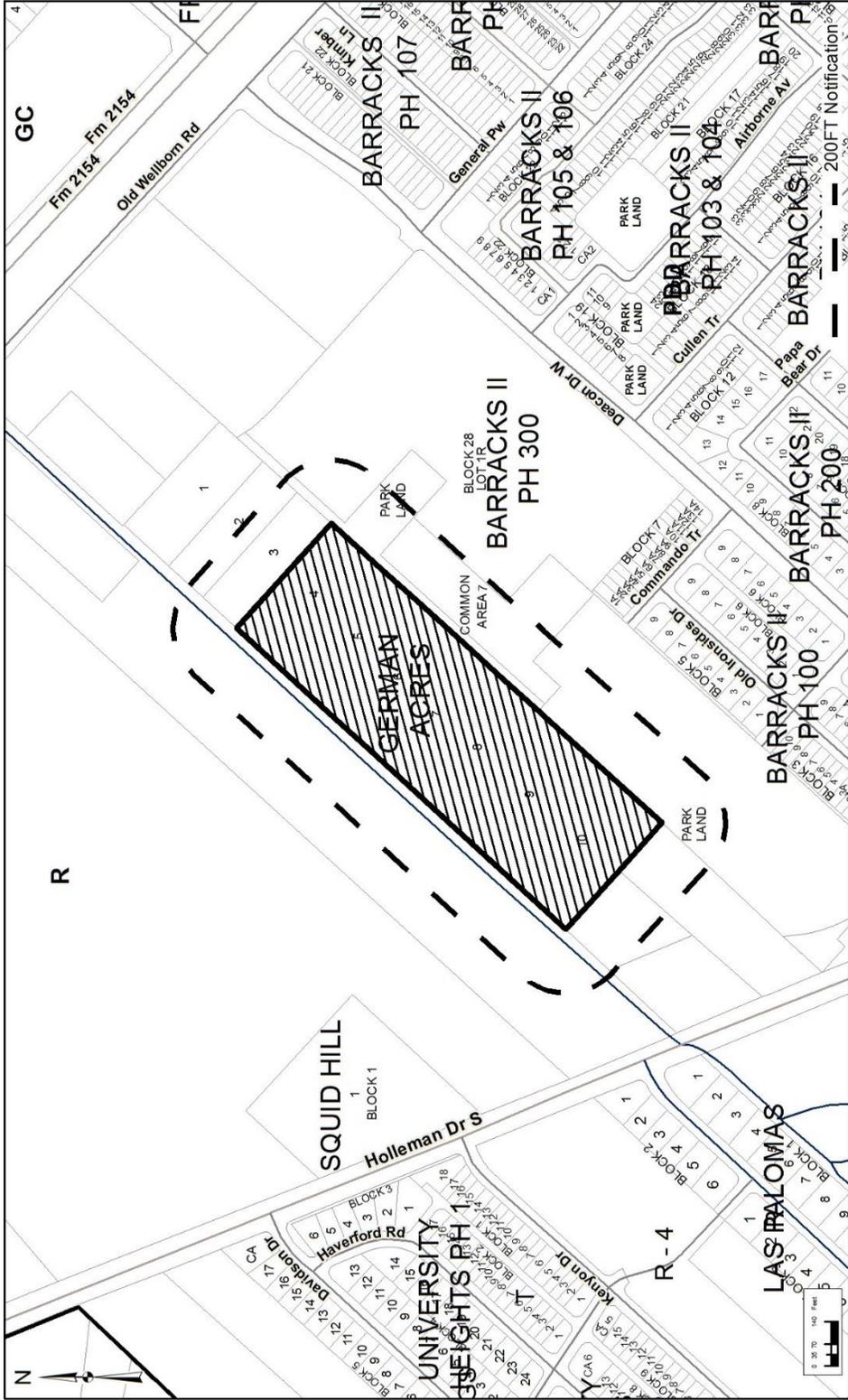
## **EXHIBIT "A"**

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

The following property is rezoned from R Rural to MF Multi-Family, as shown graphically in EXHIBIT "B":

Approximately 14.613 acres of land located in the Crawford Burnett League A-7 Survey, College Station, Brazos County, Texas, being Lots 4-10 of the German Acres Subdivision, according to the plat recorded in Volume 2393, Page 91 of the Official Public Records of Brazos County, Texas.

# EXHIBIT "B"



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

**DEVELOPMENT REVIEW**

3120 HOLLEMAN DR S

**REZONING**

Case: REZ2015-000018



## Legislation Details (With Text)

**File #:** 15-0681      **Version:** 1      **Name:** UDO Amendments – Northgate Standards  
**Type:** Ordinance      **Status:** Agenda Ready  
**File created:** 11/10/2015      **In control:** City Council Regular  
**On agenda:** 11/23/2015      **Final action:**  
**Title:** Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, “Unified Development Ordinance”, Section 12-5.8.B, “Northgate Districts”, of the City of College Station Code of Ordinances regarding the placement of street trees, location of sidewalks, and the screening requirements for electrical service equipment in Northgate.  
**Sponsors:** Lance Simms  
**Indexes:**  
**Code sections:**  
**Attachments:** [Redlined Changes](#)  
[Ordinance](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, “Unified Development Ordinance”, Section 12-5.8.B, “Northgate Districts”, of the City of College Station Code of Ordinances regarding the placement of street trees, location of sidewalks, and the screening requirements for electrical service equipment in Northgate.

### Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure

**Recommendation(s):** The Planning & Zoning Commission considered this item at their November 5, 2015 meeting and voted 4-0 to recommend approval. Staff also recommends approval of the ordinance.

**Summary:** This ordinance provides the Administrator with flexibility regarding the following requirements in Northgate:

- Spacing and placement of street trees to prevent conflicts with sight distances at street intersections
- Spacing and placement of street trees to ensure unobstructed views of traffic control devices
- Spacing and placement of street trees to ensure adequate Fire Department access
- Flexibility on the location of sidewalks along Wellborn Road and South College Avenue to address public safety concerns
- Screening requirements for transformers, electrical panels, and related service equipment to prevent conflicts with safe working clearances

The proposed amendments are staff-initiated in response to concerns raised from Public Works, the Electrical Department, and the Fire Department.

Budget & Financial Summary: N/A

Attachments:

1. Redlined changes
2. Ordinance

## UDO Section 12-5.8.B

### 8. Sidewalk Standards.

Sidewalks shall be incorporated into all proposed development and redevelopment projects within any Northgate district. In the event that a sidewalk exists on a site prior to development or redevelopment and does not meet all sidewalk and streetscape standards outlined herein, the sidewalk must be upgraded to meet current standards (including American National Standards and Texas Accessibility Standards).

- a. Sidewalks shall be required along both sides of all rights-of-way.
- b. Sidewalks widths shall be as follows:
  - 1) Sidewalks shall be a minimum of twelve (12) feet in width on University Drive and South College Avenue.
  - 2) Sidewalks shall be a minimum of ten (10) feet in width on Church Street and College Main.
  - 3) Sidewalks shall be a minimum of eight (8) feet in width on all other streets in Northgate.
- c. Sidewalks shall be located directly adjacent to the back of curb. The Administrator may approve alternate locations to eliminate encroachments of streetscaping materials that would reduce the clear space of the sidewalk to less than six (6) feet. The Administrator may also approve alternate locations for sidewalks along South College Avenue and Wellborn Road to address public safety concerns.
- d. Sidewalks or parts of sidewalks that lie outside, but are located next to, the right-of-way shall be covered by a dedicated public access easement initiated by the property owner so that they will be dedicated for public use and maintenance.
- e. Sidewalks shall be constructed of colored brick pavers on the exterior (visible) layer as specified in the City of College Station Design Standards: Northgate.

## UDO Section 12-5.8.B.9

### a. Street Trees.

- 1) On University Drive, Church Avenue, Wellborn Road, South College Avenue, First Street, Boyett Street, College Main Avenue, and Nagle Street, installation of minimum four-inch caliper street trees shall be

located in at-grade tree wells with tree grates (or raised tree wells or planters on University Drive and College Main Avenue only) and shall be spaced at a maximum of twenty-five (25) feet on center and located adjacent to the back of curb. Back of curb placement is not required along Wellborn Road and South College Avenue when an alternative location for the sidewalk is approved as provided for in Section 12-5.8.B.8.c above. On all other streets not listed above, installation of minimum three-inch caliper street trees shall be located in at-grade tree wells with tree grates [raised tree wells or planters may be used when eight (8) feet of clear space can be maintained on the sidewalk] and spaced at a maximum of twenty-five (25) feet on center and located adjacent to the back of curb.

Alignment of such street trees shall commence twenty (20) feet from ~~the face of curb of~~ street intersections. Spacing and location of street trees may be varied upon approval by the Administrator for the purpose of minimizing conflicts with other streetscape elements and utilities, minimizing conflicts with the required sight distance at street intersections, ensuring unobstructed views of traffic control devices, and ensuring adequate Fire Department access. In areas of concentrated retail activity, street trees may be placed at different intervals upon approval by the Administrator for the purpose of minimizing the obstruction of views of non-residential uses.

## **UDO Section 12-5.8.B**

### **10. Dumpster and Mechanical Equipment Standards.**

The following standards are in addition to the requirements of the Solid Waste section of the General Development Standards article of this UDO.

- a. Any dumpster and other waste storage area or container other than streetscape trash receptacles shall be located to the rear of the building served by the dumpster, area, and/or container. The Administrator may adjust this standard where a required entrance façade is located at the rear of the building or when parking is provided on the side of a building.
- b. Where feasible, consolidation of dumpsters may be required by the City.
- c. Solid waste storage areas, mechanical equipment, air conditioning, electrical meter and service components, and similar utility devices, whether ground level, wall mounted, or roof mounted, shall be screened from view from rights-of-way. Exterior screening materials shall be opaque

and the same as predominantly used on the exterior of the principal building. Such screening shall be coordinated with the building architecture, colors, and scale to maintain a unified appearance. Acceptable methods of screening various equipment include encasements, parapet walls, partition screens, or brick walls. Screening may be omitted or modified upon approval of the Administrator for the purpose of complying with safe working clearances around electrical meters, electrical panels, transformers, and related electrical service equipment.

- d. Mechanical equipment shall be located to minimize noise intrusion off site.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 5 "DISTRICT PURPOSE STATEMENTS AND SUPPLEMENTAL STANDARDS," SECTION 12-5.8.B "NORTHGATE DISTRICTS (NG)," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, REGARDING THE PLACEMENT OF STREET TREES, LOCATION OF SIDEWALKS, AND THE SCREENING OF ELECTRICAL SERVICE EQUIPMENT, AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

**PART 1:** That Chapter 12, "Unified Development Ordinance," Article 5, "District Purpose Statements and Supplemental Standards," Section 12-5.8.B.8, "Sidewalk Standards," Section 12-5.8.B.9.a "Street Trees", and Section 12-5.8.B.10, "Dumpster and Mechanical Equipment Standards", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

**PART 3:** That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 23<sup>rd</sup> day of November, 2015.

**APPROVED:**

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**Mayor**

**ATTEST:**

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**City Secretary**

**APPROVED:**

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**City Attorney**

**EXHIBIT “A”**

That Chapter 12, “Unified Development Ordinance,” Article 5, “District Purpose Statements and Supplemental Standards,” Section 12-5.8.B, “Northgate Districts (NG),” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

**Sec. 12-5.8.B.8, “Sidewalk Standards”****8. Sidewalk Standards.**

Sidewalks shall be incorporated into all proposed development and redevelopment projects within any Northgate district. In the event that a sidewalk exists on a site prior to development or redevelopment and does not meet all sidewalk and streetscape standards outlined herein, the sidewalk must be upgraded to meet current standards (including American National Standards and Texas Accessibility Standards).

- a. Sidewalks shall be required along both sides of all rights-of-way.
- b. Sidewalks widths shall be as follows:
  - 1) Sidewalks shall be a minimum of twelve (12) feet in width on University Drive and South College Avenue.
  - 2) Sidewalks shall be a minimum of ten (10) feet in width on Church Street and College Main.
  - 3) Sidewalks shall be a minimum of eight (8) feet in width on all other streets in Northgate.
- c. Sidewalks shall be located directly adjacent to the back of curb. The Administrator may approve alternate locations to eliminate encroachments of streetscaping materials that would reduce the clear space of the sidewalk to less than six (6) feet. The Administrator may also approve alternate locations for sidewalks along South College Avenue and Wellborn Road to address public safety concerns.
- d. Sidewalks or parts of sidewalks that lie outside, but are located next to, the right-of-way shall be covered by a dedicated public access easement initiated by the property owner so that they will be dedicated for public use and maintenance.
- e. Sidewalks shall be constructed of colored brick pavers on the exterior (visible) layer as specified in the City of College Station Design Standards: Northgate.

**Section 12-5.8.B.9.a, “Street Trees”****a. Street Trees.**

- 1) On University Drive, Church Avenue, Wellborn Road, South College Avenue, First Street, Boyett Street, College Main Avenue, and Nagle Street, installation of minimum four-inch caliper street trees shall be located in at-grade tree wells with tree grates (or raised tree wells or planters on University Drive and College Main Avenue only) and shall be spaced at a maximum of twenty-five (25) feet on center and located adjacent to the back of curb. Back of curb placement is not required along Wellborn Road and South College Avenue when an alternative location for the sidewalk is approved as provided for in Section 12-5.8.B.8.c above. On all other streets not listed above, installation of minimum three-inch caliper street trees shall be located in at-grade tree wells with tree grates [raised tree wells or planters may be used when eight (8) feet of clear space can be maintained on the sidewalk] and spaced at a maximum of twenty-five (25) feet on center and located adjacent to the back of curb.

Alignment of such street trees shall commence twenty (20) feet from street intersections. Spacing and location of street trees may be varied upon approval by the Administrator for the purpose of minimizing conflicts with other streetscape elements and utilities, minimizing conflicts with the required sight distance at street intersections, ensuring unobstructed views of traffic control devices, and ensuring adequate Fire Department access. In areas of concentrated retail activity, street trees may be placed at different intervals upon approval by the Administrator for the purpose of minimizing the obstruction of views of non-residential uses.

- 2) In locations where a healthy and mature canopy tree equal to four (4) inches in caliper or greater currently exists, the requirements for a new tree may be waived or modified by the Administrator. Such trees must be maintained, barricaded, and otherwise fully protected during the project's construction phase and shall be replaced with trees meeting the specifications herein if they are damaged or die.
- 3) All in-ground vegetated areas, trees, and above ground planters shall include an automated irrigation system. Irrigation will not be required for existing trees that are properly barricaded (see the Landscaping and Tree Protection section of this UDO) during construction.

**Section 12-5.8.B.10, “Dumpster and Mechanical Equipment Standards”****10. Dumpster and Mechanical Equipment Standards.**

The following standards are in addition to the requirements of the Solid Waste section of the General Development Standards article of this UDO.

- a. Any dumpster and other waste storage area or container other than streetscape trash receptacles shall be located to the rear of the building served by the dumpster, area, and/or container. The Administrator may adjust this standard where a required entrance façade is located at the rear of the building or when parking is provided on the side of a building.
- b. Where feasible, consolidation of dumpsters may be required by the City.
- c. Solid waste storage areas, mechanical equipment, air conditioning, electrical meter and service components, and similar utility devices, whether ground level, wall mounted, or roof mounted, shall be screened from view from rights-of-way. Exterior screening materials shall be opaque and the same as predominantly used on the exterior of the principal building. Such screening shall be coordinated with the building architecture, colors, and scale to maintain a unified appearance. Acceptable methods of screening various equipment include encasements, parapet walls, partition screens, or brick walls. Screening may be omitted or modified upon approval of the Administrator for the purpose of complying with safe working clearances around electrical meters, electrical panels, transformers, and related electrical service equipment.
- d. Mechanical equipment shall be located to minimize noise intrusion off site.



## Legislation Details (With Text)

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**File #:** 15-0692      **Version:** 1      **Name:** Economic Development aappointment  
**Type:** Appointment      **Status:** Agenda Ready  
**File created:** 11/13/2015      **In control:** City Council Regular  
**On agenda:** 11/23/2015      **Final action:**  
**Title:** Presentation, possible action, and discussion regarding the appointment of Councilmembers to boards and commissions, specifically the Economic Development Committee.  
**Sponsors:** Sherry Mashburn  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the appointment of Councilmembers to boards and commissions, specifically the Economic Development Committee.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: None

Budget & Financial Summary: None

Attachments: None