



College Station, TX

City Hall
1101 Texas Ave
College Station, TX 77840

Meeting Agenda - Final

City Council Regular

Thursday, September 22, 2016

3:00 PM

City Hall Council Chambers

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

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

Consent Agenda

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

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

- 2a. [16-0599](#) Presentation, possible action, and discussion of minutes for:
- September 8, 2016 Workshop
 - September 8, 2016 Regular Meeting

Sponsors: Mashburn

Attachments: [WKSHPO90816 DRAFT Minutes](#)
[RM090816 DRAFT Minutes](#)

- 2b. [16-0533](#) Presentation, possible action, and discussion regarding the renewal of Service Contract 14-372 with Cal's Body Shop for annual automobile and truck paint and body repairs in an amount not to exceed \$60,000.

Sponsors: Harmon

Attachments: [Contract 14-372 Auto Paint Body Ren2-Signed](#)

- 2c. [16-0544](#) Presentation, possible action, and discussion regarding approval to

award a contract for Annual Padmount Equipment Repair and Restoration to Utility Restoration Services Inc. in the amount of \$256,384.

Sponsors:

Crabb

Attachments:

[Bid Tab 16-094](#)

- 2d. [16-0555](#) Presentation, possible action, and discussion regarding ratification of contract #16300600 with Elliott Construction for emergency sewer line repairs in Woodson Village, in the amount of \$53,045.

Sponsors:

Coleman

- 2e. [16-0556](#) Presentation, possible action, and discussion regarding ratification of purchases up to \$60,000 on price agreement #15300483 with Brenntag for bulk chlorine.

Sponsors:

Coleman

- 2f. [16-0559](#) Presentation, possible action, and discussion on the first renewal of Bid No. 15-080 for purchasing City branded uniforms for Parks athletic programs and other City departments with CC Creations for \$46,000; Monograms and More for \$40,000; and Promotional Designs, Inc. for \$40,000 for a combined annual estimated expenditure of \$126,000.

Sponsors:

Leonard

Attachments:

[Bid 15-080 Combined Letters](#)

- 2g. [16-0560](#) Presentation, possible action, and discussion on renewing the financial advisory services consultant contract with Hilltop Securities, Inc. (formerly First Southwest Company) not to exceed \$150,000.

Sponsors:

Leonard

Attachments:

[Contract 13-298 Financial Advisor Ren3](#)

- 2h. [16-0562](#) Presentation, possible action, and discussion to authorize expenditure of funds for FY 2017 for items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022 and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$50,000; and to authorize the City Manager to approve contracts and expenditures that are on the exemption list.

Sponsors:

Leonard

Attachments:

[2017 Exemptions List-Final](#)

- 2i. [16-0571](#) Presentation, possible action, and discussion regarding City of College Station Excess Liability and Workers' Compensation

Insurance, Property/Boiler & Machinery, Commercial Crime, EMT Liability, and Auto Property Damage policies for Fiscal Year 2017. FY17 premiums for all lines of coverage total \$464,350.

Sponsors:

Pond

- 2j. [16-0572](#) Presentation possible action, and discussion regarding the renewal of contract no. 15300345 with Brazos Paving, Inc. for the purchase and installation of Type D Hot Mix Asphalt and Emulsion for an amount not to exceed \$3,013,550.

Sponsors:

Harmon

Attachments:

[Signed Renewal letter Bid 15-066 Signed Annual Install of Type D Hot Mix](#)

- 2k. [16-0573](#) Presentation, possible action, and discussion regarding ratification and approval of expenses for Autocar replacement parts and repair services for City sanitation trucks from Chastang Enterprises (Chastang Ford) and approval of increasing the current blanket order to extend its use through the end of FY16. Requested ratification amount: \$20,000. The new estimated annual expenditure for Autocar parts and repair services for City sanitation trucks for FY16 is \$69,763.35.

Sponsors:

Harmon

Attachments:

[BB Contract Info](#)

- 2l. [16-0574](#) Presentation, possible action, and discussion on approval of a professional services Contract No. 16300614 with Jones & Carter in the amount of \$427,000 for the professional engineering services related to the design of the Cain/Deacon Rail Road Crossing Switch Project.

Sponsors:

Harmon

Attachments:

[Project Map](#)

- 2m. [16-0575](#) Presentation, possible action, and discussion regarding approval of the construction contract (Contract No. 16300538) with Hassell Construction in the amount of \$4,917,901.63 for the Greens Prairie Trail Widening Project.

Sponsors:

Harmon

Attachments:

[Project Map](#)

- 2n. [16-0576](#) Presentation, possible action, and discussion on an ordinance amending Chapter 10, "Traffic Code", Section 3 "Speed Limits", Subsection F (1) "Temporary Speed Limits Established For Certain Described Streets", Traffic Schedule XIII, "Temporary Speed Limits", by temporarily amending the posted speed limit on Greens Prairie Trail between FM 2154 to Royder Road to 25 mph during

the Greens Prairie Trail Widening Project.

Sponsors:

Harmon

Attachments:

[Speed Reduction Zone Map-GPT](#)

[GPT Speed Reduction Ord](#)

2o. [16-0577](#)

Presentation, possible action, and discussion on an Advance Funding Agreement (AFA) between the City of College Station and the State of Texas, acting through the Texas Department of Transportation (TXDOT).

Sponsors:

Harmon

Attachments:

[Ready Partial Execution_AFA-LF_SH30_v.08162016](#)

[ST 1615 Project Location Map- With Heading](#)

[RES AFA lite at Bush & Hwy 30 2.docx](#)

2p. [16-0578](#)

Presentation, possible action, and discussion on approval of an Advanced Funding Agreement (AFA) between the City of College Station and the State of Texas, acting through the Texas Department of Transportation (TXDOT) for drive signal improvements at the intersection of FM 2818 and Longmire Drive.

Sponsors:

Harmon

Attachments:

[Ready Partial Execution_AFA-LF_FM2818_v.08162016](#)

[ST1616 Location Map- with Heading](#)

[RES AFA lite at FM 2818 & Longmire 2.docx](#)

2q. [16-0579](#)

Presentation, possible action, and discussion on an ordinance amending Chapter 10, "Traffic Code", Section 2 "Traffic Control Devices", C "Four-Way Stop Intersections", Traffic Schedule II - "Four-Way Stop Intersections", of the Code of Ordinances of the City of College Station, Texas, by implementing an all-way stop control intersections at the intersections of Market Street at Cottage Lane.

Sponsors:

Rother

Attachments:

[4-Way Stop - Ordinance - Market Street @ Cottage Lane](#)

[4-Way Stop - Map - Market Street @ Cottage Lane](#)

2r. [16-0580](#)

Presentation, possible action, and discussion on an ordinance amending Chapter 10, "Traffic Code", Section 2 "Traffic Control Devices", N "U-turn prohibitions", Traffic Schedule XI - "No U-turns" to prohibit U-turns for southeast bound Holleman Drive South at the intersection of Holleman Drive South and Market Street.

Sponsors:

Rother

Attachments: [No U-Turn - Ordinance - Holleman Drive South at Market Street](#)
[No U-Turn - Map - Holleman Drive South at Market Street](#)

- 2s. [16-0581](#) Presentation, possible action, and discussion on an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations of Certain Described Areas", (1) "Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime" by removing parking along Market Street, Cottage Lane, and Junction Boys Road.

Sponsors: Rother

Attachments: [No Parking - Ordinance - Market, Cottage, Junction Boys](#)
[No Parking - Map - Market, Cottage, Junction](#)

- 2t. [16-0582](#) Presentation, possible action, and discussion regarding a contract renewal with Xpedient Mail for printing and mailing utility bills, late notices and inserts not to exceed \$230,000.

Sponsors: Leonard

Attachments: [Contract 15300340 Xpedient Mail Ren1](#)

- 2u. [16-0591](#) Presentation, possible action, and discussion regarding approving a Resolution setting a public hearing to consider the imposition of Roadway Impact Fees.

Sponsors: Gibbs

Attachments: [Resolution](#)

- 2v. [16-0593](#) Presentation, possible action, and discussion on a bid award for the annual blanket purchase of three phase pad-mounted transformers, which will be maintained in electrical inventory and expended as needed. The total recommended award is \$389,313 and will be awarded by line item to the lowest responsible bidder.

Sponsors: Leonard

Attachments: [Tabulation](#)

- 2w. [16-0600](#) Presentation, possible action, and discussion on ratifying termination of General Service Contract 16300455 with N-LINE Traffic Maintenance for TAMU post game traffic control.

Sponsors: Harmon

Attachments: [NLine Termination Letter](#)

- 2x. [16-0601](#) Presentation, possible action, and discussion regarding ratification of a service contract (16300628) with Buyers Barricades Houston not to exceed \$62,000 for the 2016 TAMU Football Post Game Day Traffic Control.

Sponsors: Harmon

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. [16-0592](#) Public Hearing, presentation, possible action, and discussion on Budget Amendment #3 amending Ordinance No. 3705 which will amend the budget for the 2015-2016 Fiscal Year in the amount of \$2,390,944; and presentation, possible action and discussion on an interfund transfer totaling \$2,390,944 and two interfund loans totaling \$2,390,944.

Sponsors: Leonard

Attachments: [FY16 BA #3 List \(rev2\)](#)
[FY16 Budget Amendment #3 Ordinance](#)

2. [16-0585](#) Presentation, possible action, and discussion on an ordinance adopting the City of College Station 2016-2017 Budget; and presentation, possible action and discussion ratifying the property tax revenue increase reflected in the budget.

Sponsors: Leonard

Attachments: [Appendix A1 - FY17 Budget Adoption Ordinance](#)
[Copy of Appendix A2 - FY17 Attachment A_IT submission](#)

3. [16-0583](#) Presentation, possible action, and discussion on approval of an ordinance adopting the City of College Station 2016-2017 ad valorem tax rate of \$0.472500 per \$100 assessed valuation, the debt service portion being \$0.195339 per \$100 assessed valuation and the operations and maintenance portion being \$0.277161 per \$100 assessed valuation.
- Sponsors:** Leonard
- Attachments:** [Appendix A2 - FY17 Tax Rate Ordinance](#)
4. [16-0549](#) Presentation, possible action, and discussion regarding the approval of changes to the electric rate ordinance lowering the energy rates charged for power by one percent, effective October 1, 2016.
- Sponsors:** Crabb
- Attachments:** [Electric Rate Ordinance 20161001.docx](#)
5. [16-0566](#) Presentation, possible action, and discussion regarding an ordinance amending Chapter 11, "Utilities" Section 2, "Water and Sewer Services," of the Code of Ordinances of the City of College Station, Texas having the effect of raising rates for wastewater service, clarifying service connection responsibilities, and establishing a fire flow test fee.
- Sponsors:** Coleman
- Attachments:** [Ordinance.docx](#)
[Redline Changes.pdf](#)
6. [16-0596](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance vacating and abandoning a 3,402 square feet portion of a 15-foot wide Public Utility Easement, which is located on Lot 3, Block 1 of the Spring Creek Commons Phase 4 & 5, according to the plat recorded in Volume 9287, Page 128, of the Official Records of Brazos County, Texas.
- Sponsors:** Cotter
- Attachments:** [VicinityMap](#)
[Location Map](#)
[Ordinance](#)
[Exhibit A](#)
7. [16-0602](#) Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 15, "Impact Fees," of the Code of Ordinances of the City of College Station, Texas providing for system-wide impact fees for water and wastewater services within the City and portions of its extraterritorial

jurisdiction.

Sponsors: Coleman

Attachments: [ORD Amend Ch 15 10 w-ww FINAL.docx](#)
[ORD excerpt 15-6 thru 15-9.docx](#)

8. Adjourn.

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

APPROVED



City Manager

I certify that the above Notice of Meeting was posted at College Station City Hall, 1101 1 Texas Avenue, College Station, Texas, on September 16, 2016 at 5:00 p.m.



City Secretary

This building is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need accommodations, auxiliary aids, or services such as interpreters, readers, or large print are asked to contact the City Secretary's Office at (979) 764-3541, TDD at 1-800-735-2989, or email adaassistance@cstx.gov at least two business days prior to the meeting so that appropriate arrangements can be made. If the City does not receive notification at least two business days prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations.

Penal Code § 30.07. Trespass by License Holder with an Openly Carried Handgun.

"Pursuant to Section 30.07, Penal Code (Trespass by License Holder with an Openly Carried Handgun) A Person Licensed under Subchapter H, Chapter 411, Government Code (Handgun Licensing Law), may not enter this Property with a Handgun that is Carried Openly."

Codigo Penal § 30.07. Traspasar Portando Armas de Mano al Aire Libre con Licencia.

"Conforme a la Seccion 30.07 del codigo penal (traspasar portando armas de mano al aire libre con licencia), personas con licencia bajo del Sub-Capitulo H, Capitulo 411, Codigo de Gobierno (Ley de licencias de arma de mano), no deben entrar a esta propiedad portando arma de mano al aire libre."



Legislation Details (With Text)

File #: 16-0599 **Version:** 1 **Name:** Minutes
Type: Minutes **Status:** Consent Agenda
File created: 9/9/2016 **In control:** City Council Regular
On agenda: 9/22/2016 **Final action:**
Title: Presentation, possible action, and discussion of minutes for:
· September 8, 2016 Workshop
· September 8, 2016 Regular Meeting
Sponsors: Sherry Mashburn
Indexes:
Code sections:
Attachments: [WKSHP090816 DRAFT Minutes](#)
[RM090816 DRAFT Minutes](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion of minutes for:

- September 8, 2016 Workshop
- September 8, 2016 Regular Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Approval

Summary: None

Budget & Financial Summary: None

Attachments:

- September 8, 2016 Workshop
- September 8, 2016 Regular Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
SEPTEMBER 8, 2016

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor, Absent

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 Pro Tem Nichols at 4:30 p.m. on Thursday, September 8, 2016 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, the College Station City Council convened into Executive Session at 4:31 p.m. on Thursday, September 8, 2016 in order to continue discussing matters pertaining to:

- A. Consultation with Attorney to seek advice regarding pending or contemplated litigation; to wit:
- Juliao v. City of College Station, Cause No. 14-002168-CV-272, in the 272nd District Court of Brazos County, Texas
 - Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas

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

- Issues related to the Brazos Valley Wide area Communications System Interlocal Agreement.

The Executive Session adjourned at 5:37 p.m.

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

No action was required from Executive Session.

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

Items 2c, 2e, and 2g were pulled for clarification.

(2c): David Schmitz, Director of Parks and Recreation, provided a brief overview of the improvements and repairs to several City parks.

(2e): Troy Rother, Traffic Engineer, stated that a design firm has been selected to do a six-month signal design, followed by six-to-nine months of construction.

(2g): Donald Harmon, Director of Public Works, clarified that this is not related to texting and driving regulations.

5. Presentation, possible action, and discussion regarding the partnership between the City of College Station and TAMU to efficiently move traffic away from Kyle Field after each TAMU football game.

Troy Rother, Traffic Engineer, and Tim Lomax, TAMU, updated the Council on the city's partnership with the Texas A&M Transportation Institute and Texas A&M University to efficiently move traffic away from Kyle Field after each TAMU football game. Preseason traffic control plans that specify road closures and traffic direction on and off campus have been developed. This information is available to anyone who is interested.

Mayor Pro Tem Nichols recessed the meeting at 6:50 p.m.

The Workshop reconvened at 7:51 p.m.

6. Presentation, possible action, and discussion regarding receiving the Impact Fee Advisory Committee's written comments on the proposed water services impact fee and wastewater collection and treatment services impact fee and providing an update on the process for possible implementation of water-wastewater impact fees.

Dave Coleman, Director of Water Services, updated the Council on the engineering study regarding possible implementation of water and wastewater impact fees, including the schedule for actions, calculation of the maximum allowable impact fees, comments from the Advisory

Committee, and staff recommendation. He noted that a Public Hearing and formal action is scheduled for September 22, 2016.

Richard Weatherly, Freese and Nichols, clarified the impact fee calculations. The impact fee per LUE (Living Unit Equivalent) equals the eligible CIP cost minus the rate credit divided by service unit growth. The maximum allowable water impact fee is \$2,917. The maximum allowable wastewater impact fee is \$5,519. The recommended impact fees were presented, one of which is a total impact fee (water and wastewater) of \$3,500 for a normal 5/8" meter.

If there is no wastewater impact fee, we can expect an approximate 30% rate increase over the next five years. That can be reduced to 11% if the City implements the recommended wastewater impact fee. Staff is recommending fees that are significantly less than the allowable maximum, leaving room for potential Roadway Impact Fees.

7. Council Calendar

Council reviewed the calendar.

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

There were no requests for future agenda items.

9. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Annexation Task Force, Arts Council of Brazos Valley, Arts Council Sub-committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Blinn College Brazos Valley Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Compensation and Benefits Committee, 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, YMCA, Youth Advisory Council, Zoning Board of Adjustments,

Councilmember Aldrich reported on the BioCorridor.

10. Adjournment

There being no further business, Mayor Pro Tem Nichols adjourned the workshop of the College Station City Council at 9:01 p.m. on Thursday, September 8, 2016.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
SEPTEMBER 8, 2016

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor, Absent

Council:

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

City Staff:

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

Call to Order and Announce a Quorum is Present

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Pro Tem Nichols at 7:00 p.m. on Thursday, September 8, 2016 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.

A moment of silence and reflection was held in memory of Alannah Ritch.

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

Presentation of Historic Marker # 90 by the Historic Preservation Committee to the DuPriest family for their residence at 400 Fairview.

Lou Hodges, Historic Preservation Committee Chair, provided a brief history of the house and its restoration, and also mentioned some of the historically important people that lived there. Mayor Pro Tem Nichols presented Historic Marker #90 to the DuPriest family.

Proclamation declaring September 17 as Thank a Police Officer Day.

Mayor Pro Tem Nichols proclaimed September 17 as Thank a Police Officer Day and presented the proclamation to a contingent of officers from the College Station Police Department.

Hear Visitors Comments

Ben Roper, 5449 Prairie Dawn Ct., came before Council to honor the service and sacrifice of Pfc. Dustin M. Sekula.

Tim Powell, 3429 Tahoma Trail, spoke against the recent zoning change of 900 acres near the Indian Lakes neighborhood. A special concern is the Thoroughfare Plan which will force large amounts of traffic into the neighborhood. 400 signatures have been gathered opposing the current traffic plan. He stated there are alternatives, and there is no reason why these plans cannot be re-evaluated.

Landry Tucker, 1205 Hardwood, voiced his concerns with public safety, specifically wearing earbuds or headphones while driving, biking, etc. It is very distracting and prevents the wearer from hearing sirens, car horns, etc.

Jonathan Coopersmith, 1811 Shadowwood, stated that as a bicyclist he agrees with Mr. Tucker's comments. However, he was before the Council to voice his support of the proposed impact fees. He is in favor of expanding impact fees to allow for faster construction to ease congestion issues.

CONSENT AGENDA

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

- **August 25, 2016 Workshop**
- **August 25, 2016 Regular Meeting**
- **August 31, 2016 Special Meeting**

2b. Presentation, possible action, and discussion on a construction contract with Kraftsman Commercial Playgrounds & Water Parks for the removal and installation of a new slide at Adamson Lagoon in the amount of \$76,929.21.

2c. Presentation, possible action, and discussion on a construction contract with TF Harper for improvements and repairs to various City Parks for \$638,471.75.

2d. Presentation, possible action, and discussion regarding approval of the construction contract (Contract No. 16300265) with GrantCaffey Construction in the amount of \$150,929 for the City Gateway Signage Project.

2e. Presentation, possible action, and discussion on approval of a Professional Services Contract (Contract No. 16300565) with Kimley-Horn and Associates, Inc., in the amount of \$145,000 for engineering and surveying services associated with the Greens Prairie and Arrington Road Intersection Improvements Project.

2f. Presentation, possible action, and discussion regarding approval of a construction contract 16300522 with Palasota Contracting, LLC in the amount of \$456,453 for a street rehabilitation project along Nimitz Street from Lincoln Avenue to Ash Street.

2g. Presentation, possible action, and discussion regarding price agreements with Osburn Associates, Inc. for \$42,193 and N-Line Traffic Maintenance for \$42,447 to purchase roadway signs, posts and brackets.

2h. Presentation, possible action, and discussion regarding approval of Resolution 09-08-16-2h, authorizing City staff to negotiate for the purchase of right-of-way and easements needed for the University Drive Pedestrian Safety Improvements Project.

2i. Presentation, possible action, and discussion regarding the appointment of the presiding judges and alternate judges for the November 8, 2016 General and Special Election as recommended by Trudy Hancock, Brazos County Elections Administrator. Presentación, una posible acción, y la discusión sobre el nombramiento de los jueces presidentes y jueces alternos para la Elección General y Especial del 8 de noviembre 2016 según lo recomendado por Trudy Hancock, Administradora de Elecciones del Condado de Brazos.

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

REGULAR AGENDA

1. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2016-3802, amending Chapter 12, “Unified Development Ordinance” of the Code of Ordinances of the City of College Station, Texas, ”, Article 7 "General Development Standards," Section 12-7.2.H, “Height”, providing lower density residential height and distance protection.

Mark Bombeck, Planning and Development, reported that this ordinance provides clarification to the applicability of the single-family height protection provision in the Unified Development Ordinance. It provides adjustment to the exceptions for properties that may be located in one of the City’s designated redevelopment areas or if the adjacent single-family use is identified as not conforming to the present zoning of the property. The proposed amendments are staff-initiated in response to concerns raised from potential development within the City.

The Planning and Zoning Commission considered this item on August 4 and unanimously recommended approval of the amendment. Staff also recommends approval.

At approximately 7:28 p.m., Mayor Pro Tem Nichols opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:28 p.m.

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Schultz, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2016-3802, amending Chapter 12, "Unified Development Ordinance" of the Code of Ordinances of the City of College Station, Texas, Article 7 "General Development Standards," Section 12-7.2.H, "Height", providing lower density residential height and distance protection. The motion carried unanimously.

2. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2016-3803, 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 1.37 acres being Harvey Hillside Subdivision, Block 1, Lots 32 & 33, generally located at the corner of Harvey Road and Pamela Lane.

Madison Thomas, Planning and Development, reported that this is a zoning change from Rural to Suburban Commercial for Lots 32 and 33, Block 1, Harvey Hillside Subdivision.

The Planning and Zoning Commission considered this item on August 18 and voted 6 - 0 to recommend approval.

At approximately 7:33 p.m., Mayor Pro Tem Nichols opened the Public Hearing.

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

MOTION: Upon a motion made by Councilmember Benham and a second by Councilmember Mooney, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance 2016-3803, 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 1.37 acres being Harvey Hillside Subdivision, Block 1, Lots 32 & 33, generally located at the corner of Harvey Road and Pamela Lane. The motion carried unanimously.

3. Public Hearing, presentation, possible action, and discussion on the City of College Station FY2016-2017 Proposed Budget.

Jeff Kersten, Assistant City Manager, stated that Council may insert or decrease items so long as the total of any increases and insertions do not increase the total budget by more than 3%. Operations and Maintenance are proposed at \$232,804,700 and the Capital portion is proposed at

\$108,015,988 for a total proposed budget of \$340,820,688. The FY2016-2017 Budget is scheduled to be adopted on September 22, 2016.

At approximately 7:36 p.m., Mayor Pro Tem Nichols opened the Public Hearing.

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

4. Public Hearing, presentation, possible action, and discussion on the City of College Station 2016 advertised ad valorem tax rate of \$0.4725 per \$100 valuation resulting in an increase in tax revenues. Also discussion and possible action on announcing the meeting date, time and place to adopt the tax rate.

Jeff Kersten, Assistant City Manager, reported that the tax rate that the City Council announced it would hold the public hearings on is \$0.472500 per \$100 assessed valuation. The first public hearing on the tax rate was held on Wednesday August 31 and will vote on the tax rate on Thursday September 22 at 3:00 PM.

The tax rate of \$0.472500 per \$100 assessed valuation will generate \$36,919,119 in taxes. The property taxes are used to fund the general debt service of the City, as well as a portion of the operations and maintenance costs of the General Fund.

At approximately 7:41 p.m., Mayor Pro Tem Nichols opened the Public Hearing.

Robert Rose, 2151 Harvey Mitchell, provided a comparison of estimated property taxes in other cities. He noted the other markets are larger and asked what is the benefit of being here? College Station rental rates are ranked third in the nation. He is making less money each year on his rentals. He referenced the 3,400 –bed student housing that will not pay taxes, and the tax burden is being placed on taxpayers like him. The City needs to stop accommodating TAMU and projects that compete with local taxpaying businesses.

Robert Forrest, 109 College Main, asked Council to consider lowering the rate to an average rate over the last ten years. The higher rate gets passed on to his tenants.

Richard Dusold, 4602 Oakmont, compared the City with a gas station and noted that the owner would not charge customers more to build a second store. He said the City should look at financing in a more appropriate way by first looking at how much revenue we need to run the City.

There being no further comments, the Public Hearing was closed at 7:49 p.m.

Mayor Pro Tem Nichols announced the vote on the tax rate will take place in Council Chambers on Thursday, September 22, at 3:00 p.m.

5. Adjournment.

There being no further business, Mayor Pro Tem Nichols adjourned the Regular Meeting of the City Council at 7:50 p.m. on Thursday, September 8, 2016.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary



Legislation Details (With Text)

File #: 16-0533 **Version:** 2 **Name:** Auto Paint and Body Contract Renewal
Type: Renewal **Status:** Consent Agenda
File created: 8/23/2016 **In control:** City Council Regular
On agenda: 9/22/2016 **Final action:**
Title: Presentation, possible action, and discussion regarding the renewal of Service Contract 14-372 with Cal's Body Shop for annual automobile and truck paint and body repairs in an amount not to exceed \$60,000.
Sponsors: Donald Harmon
Indexes:
Code sections:
Attachments: [Contract 14-372 Auto Paint Body Ren2-Signed](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the renewal of Service Contract 14-372 with Cal's Body Shop for annual automobile and truck paint and body repairs in an amount not to exceed \$60,000.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval to renew the service agreement with Cal's Body Shop for the term of September 10, 2016 through September 11, 2017. This is the first of two renewal options available.

Summary: The Fleet Division of Public Works Department does not have the internal resources to make to make automotive paint and body repairs to damaged vehicles in our fleet. In FY14, staff solicited sealed competitive bids for this service. Two (2) sealed bids were received and Cal's Body Shop submitted the lowest responsible bid. Cal's Body Shop agrees to renew the agreement for the original not-to-exceed amount of \$60,000.00.

Budget & Financial Summary: Funds are available in the Property and Casualty Fund.

Attachments:

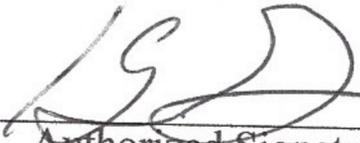
1. Renewal form

RENEWAL ACCEPTANCE 2

By signing herewith, I acknowledge and agree to renew Contract No. 14-372 for Annual Auto/Truck Paint and Body Repairs and all other terms and conditions previously agreed to and accepted for an amount not to exceed Sixty Thousand and No/100 Dollars (\$60,000.00).

I understand this renewal agreement will be for the period beginning September 10, 2016 through September 11, 2017. This is the second and final of the renewal options available.

CAL'S BODY SHOP



Authorized Signature

7/28/14

DATE

APPROVED:

City Manager

DATE

City Attorney

DATE

Executive Director of Business Services

DATE



Legislation Details (With Text)

File #:	16-0544	Version:	1	Name:	Annual Padmount Equipment Repair and Restoration
Type:	Contract	Status:		Status:	Consent Agenda
File created:	8/24/2016	In control:		In control:	City Council Regular
On agenda:	9/22/2016	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding approval to award a contract for Annual Padmount Equipment Repair and Restoration to Utility Restoration Services Inc. in the amount of \$256,384.				
Sponsors:	Timothy Crabb				
Indexes:					
Code sections:					
Attachments:	Bid Tab 16-094				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval to award a contract for Annual Padmount Equipment Repair and Restoration to Utility Restoration Services Inc. in the amount of \$256,384.

Relationship to Strategic Goals: (Select all that apply)

- Financially Sustainable City
- Core Services and Infrastructure

Recommendation(s):

Staff recommends approval of the contract.

Summary:

In 2013, College Station Utilities (CSU) began a program designed to extend the life of padmounted electrical equipment such as transformers, junction boxes, and switchgear by addressing items such as rust repair, painting, removal of fire ant mounds, and leveling the devices in the field. This contract will provide the necessary inspections and repair of electric padmounted equipment as funded in the budget. Performing this preventative maintenance on the padmounted equipment will prevent premature failures and will reduce the number of devices which have to be replaced each year while providing better customer service by eliminating extended outages to the customers served from these devices.

On August 11, 2016, Purchasing received two bids in response to Invitation to Bid 16-094. One response was a letter of no bid from Solomon Corporation. Pricing was requested to be submitted based on estimated quantities for the next three fiscal years. The final contract award being

recommended to Utility Restoration Services, Inc. is based on the annual average of their total three year bid. Work will be assigned accordingly to fully utilize the annual amount of the contract. Utility Restorations Services, Inc. has performed this service for the City before, and the Electric Department is confident of their ability to perform the needs of this contract. This contract will be for a one year term, with two possible one year renewals.

Budget & Financial Summary:

Funds are budgeted and available in the Electric Capital Improvement Project Budget.

Legal Review: Yes

Attachments:

1. Bid Tab



City of College Station - Purchasing Division
Bid Tabulation for #16-094
"Annual Pad-Mount Equipment Repair and Restoration"
Open Date: Thursday, August 11, 2016 @ 2:00 p.m.

2017 (Year 1) Pad-Mount Equipment Restoration					Utility Restoration Services, Inc.	
UNDERGROUND SINGLE-PHASE AND THREE-PHASE PAD MOUNT						
Item	Description	Quantity	Unit	Unit Price	Extended Price	
BCJB-1	Contractor to furnish labor and material to apply epoxy base coat to one (1) single-phase pad-mount junction box.	5	Ea	\$103.00	\$515.00	
BCJB-3	Contractor to furnish labor and material to apply epoxy base coat to one (1) three-phase pad-mount junction box.	5	Ea	\$133.00	\$665.00	
BCT	Contractor to furnish labor and materials to apply epoxy base coat to (1) one single-phase pad-mount transformer.	150	Ea	\$83.00	\$12,450.00	
Brush	Contractor to furnish labor and materials to remove all brush and debris located within (5) five feet of the sides or back and (10) ten feet in front of pad-mount transformer, J-boxes, and switchgears. This unit to be paid per transformer.	100	Ea	\$52.00	\$5,200.00	
D1P	Contractor to furnish labor to remove all debris inside (1) one pad-mount single phase transformer and/or (1) one pad mount single-phase junction box bib level. This removal includes but is not limited to insects, rodents, animals, nests, fire ants, etc.. City will furnish fire ant or insect preventative agent for the Contractor to install inside the transformer and/or junction box.	80	Ea	\$41.00	\$3,280.00	
D3P	Contractor to furnish labor to remove all debris inside (1) one pad-mount three-phase transformer and/or three-phase junction box bib level and above. This removal includes but is not limited to insects, rodents, animals, nests, fire ants, etc.. City will furnish fire ant or insect preventative agent for the Contractor to install inside the transformer or junction box.	20	Ea	\$62.00	\$1,240.00	



City of College Station - Purchasing Division
Bid Tabulation for #16-094
"Annual Pad-Mount Equipment Repair and Restoration"
Open Date: Thursday, August 11, 2016 @ 2:00 p.m.

Decal	Contractor to furnish labor to remove and replace all warning decals and identification number on (1) one underground asset (includes all transformers, J-boxes, and switchgears). Should the existing decals and identification number be missing on the existing transformer, new identification shall be placed on the refurbished transformer or junction box. City will furnish all decals and identification numbers required to be installed.	160	Ea	\$5.50	\$880.00
Fence	Contractor to furnish labor and materials to remove and re-install steel decorative fence as necessary to restore and paint any pad mount underground asset. This unit to be paid by lineal foot of existing fence.	80	LF	\$10.00	\$800.00
Landscape	Contractor to furnish labor and materials to remove all landscape bushes, shrubs and trees located within (5) five feet of the side or back and (10) ten feet in front of any pad-mount underground asset. This unit is to be paid per asset.	5	Ea	\$51.50	\$257.50
Leveling	Contractor to furnish labor and materials to level (1) one existing single-phase pad-mount transformer.	80	Ea	\$41.00	\$3,280.00
MR	Contractor to furnish labor and materials to repair and restore all corrosion holes and divots on an underground pad mounted asset (single-phase or three-phase). This unit to be	240	SF	\$33.00	\$7,920.00
PB	Contractor to furnish labor and materials to replace (1) one missing or defective penta head bolt on (1) one single-phase pad-mount transformer and/or junction box.	30	Ea	\$11.00	\$330.00
PBA	Contractor to furnish labor and materials to replace (1) one damaged penta head bolt and locking assembly on (1) single-phase pad-mount transformer and/or junction box.	100	Ea	\$82.00	\$8,200.00
PL	Contractor to furnish labor to add or replace (1) one pad lock on pad-mount transformer and/or junction box. City to furnish pad lock.	240	Ea	\$1.00	\$240.00
R4"	Contractor to furnish labor and materials to raise (1) one existing single-phase pad up to existing grade. This unit includes raising the pad up to 4". Top of pad to be 2" above existing ground line.	30	Ea	\$51.50	\$1,545.00



City of College Station - Purchasing Division
Bid Tabulation for #16-094
"Annual Pad-Mount Equipment Repair and Restoration"
Open Date: Thursday, August 11, 2016 @ 2:00 p.m.

R6"	Contractor to furnish labor and materials to raise (1) one existing single-phase pad 4.1"-6" to existing grade. This unit includes raising the pad from 4-1" to 6". Top of pad to be 2"	50	Ea	\$62.00	\$3,100.00
RC	Contractor to furnish labor and materials to apply rust converter to effected areas on (1) one single-phase pad-mount transformer and/or junction box.	75	Ea	\$46.00	\$3,450.00
RR	Contractor to furnish labor and materials to remove all rust and loose debris accumulated on metal services of (1) one single-phase pad-mount transformer and/or junction box.	160	Ea	\$103.00	\$16,480.00
TCJB	Contractor to furnish labor and material to apply epoxy top coat to one (1) single-phase pad-mount junction box.	6	Ea	\$82.00	\$492.00
TCT	Contractor to furnish labor and materials to apply epoxy top coat to (1) one single-phase pad-mount transformer.	153	Ea	\$82.00	\$12,546.00
UM6-4-2a	Contractor to furnish labor to install and connect fault indicator to single-phase pad-mount transformer (Skirt pre-drilled). See Assembly Drawing.	50	Ea	\$41.00	\$2,050.00
UM6-4-2b	Contractor to furnish labor to install and connect fault indicator to single-phase pad-	100	Ea	\$57.00	\$5,700.00
TOTAL SINGLE-PHASE PAD-MOUNTED EQUIPMENT					\$90,620.50



City of College Station - Purchasing Division
Bid Tabulation for #16-094
"Annual Pad-Mount Equipment Repair and Restoration"
Open Date: Thursday, August 11, 2016 @ 2:00 p.m.

J-BOX & THREE-PHASE PAD-MOUNTED TRANSFORMERS

Item	Description	Quantity	Unit	Unit Price	Extended Price
3PH-75-500	Three phase 75 KVA to 500 KVA. Treat rust areas and paint with base & top coat epoxy outside and inside compartment areas where possible and re-install decals and numbers.	90	Ea	\$773.00	\$69,570.00
3PH-750-2500	Three phase 750 KVA to 2500 KVA. Treat rust areas and paint with base & top coat epoxy outside and inside compartment areas where possible and re-install decals and numbers.	20	Ea	\$1,030.00	\$20,600.00
3PH- J-BOX	Three phase J-Box Treat rust areas and paint with base & top coat epoxy outside and inside	5	Ea	\$310.00	\$1,550.00
TOTAL THREE-PHASE PAD-MOUNTED EQUIPMENT					\$91,720.00

YEAR 1 TOTAL	\$182,340.50
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City of College Station - Purchasing Division
Bid Tabulation for #16-094
"Annual Pad-Mount Equipment Repair and Restoration"
Open Date: Thursday, August 11, 2016 @ 2:00 p.m.

2018 (Year 2) Pad-Mount Equipment Restoration
UNDERGROUND SINGLE-PHASE AND THREE-PHASE PAD MOUNT

Item	Description	Quantity	Unit	Unit Price	Extended Price
BCJB-1	Contractor to furnish labor and material to apply epoxy base coat to one (1) single-phase pad-mount junction box.	2	Ea	\$106.00	\$212.00
BCJB-3	Contractor to furnish labor and material to apply epoxy base coat to one (1) three-phase pad-mount junction box.	8	Ea	\$137.00	\$1,096.00
BCT	Contractor to furnish labor and materials to apply epoxy base coat to (1) one single-phase pad-mount transformer.	225	Ea	\$85.00	\$19,125.00
Brush	Contractor to furnish labor and materials to remove all brush and debris located within (5) five feet of the sides or back and (10) ten feet in front of pad-mount transformer, J-boxes, and switchgears. This unit to be paid per transformer.	100	Ea	\$54.00	\$5,400.00
D1P	Contractor to furnish labor to remove all debris inside (1) one pad-mount single phase transformer and/or (1) one pad mount single-phase junction box bib level. This removal includes but is not limited to insects, rodents, animals, nests, fire ants, etc.. City will furnish fire ant or insect preventative agent for the Contractor to install inside the transformer and/or junction box.	210	Ea	\$42.00	\$8,820.00
D3P	Contractor to furnish labor to remove all debris inside (1) one pad-mount three-phase transformer and/or three-phase junction box bib level and above. This removal includes but is not limited to insects, rodents, animals, nests, fire ants, etc.. City will furnish fire ant or insect preventative agent for the Contractor to install inside the transformer or junction box.	10	Ea	\$64.00	\$640.00
Decal	Contractor to furnish labor to remove and replace all warning decals and identification number on (1) one underground asset (includes all transformers, J-boxes, and switchgears). Should the existing decals and identification number be missing on the existing transformer, new identification shall be placed on the refurbished transformer or junction box. City will furnish all decals and identification numbers required to be installed.	491	Ea	\$6.00	\$2,946.00



City of College Station - Purchasing Division
Bid Tabulation for #16-094
"Annual Pad-Mount Equipment Repair and Restoration"
Open Date: Thursday, August 11, 2016 @ 2:00 p.m.

Fence	Contractor to furnish labor and materials to remove and re-install steel decorative fence as necessary to restore and paint any pad mount underground asset. This unit to be paid by lineal foot of existing fence.	80	LF	\$10.00	\$800.00
Landscape	Contractor to furnish labor and materials to remove all landscape bushes, shrubs and trees located within (5) five feet of the side or back and (10) ten feet in front of any pad-mount underground asset. This unit is to be paid per asset.	10	Ea	\$53.00	\$530.00
Leveling	Contractor to furnish labor and materials to level (1) one existing single-phase pad-mount transformer.	210	Ea	\$42.00	\$8,820.00
MR	Contractor to furnish labor and materials to repair and restore all corrosion holes and divots on an underground pad mounted asset (single-phase or three-phase). This unit to be paid by square foot of repair.	545	SF	\$34.00	\$18,530.00
PB	Contractor to furnish labor and materials to replace (1) one missing or defective penta head bolt on (1) one single-phase pad-mount transformer and/or junction box.	25	Ea	\$11.00	\$275.00
PBA	Contractor to furnish labor and materials to replace (1) one damaged penta head bolt and locking assembly on (1) single-phase pad-mount transformer and/or junction box.	300	Ea	\$84.00	\$25,200.00
PL	Contractor to furnish labor to add or replace (1) one pad lock on pad-mount transformer and/or junction box. City to furnish pad lock.	280	Ea	\$1.00	\$280.00
R4"	Contractor to furnish labor and materials to raise (1) one existing single-phase pad up to existing grade. This unit includes raising the pad up to 4". Top of pad to be 2" above existing ground line.	40	Ea	\$53.00	\$2,120.00
R6"	Contractor to furnish labor and materials to raise (1) one existing single-phase pad 4.1"-6" to existing grade. This unit includes raising the pad from 4-1" to 6". Top of pad to be 2"	125	Ea	\$64.00	\$8,000.00
RC	Contractor to furnish labor and materials to apply rust converter to effected areas on (1) one single-phase pad-mount transformer and/or junction box.	325	Ea	\$47.00	\$15,275.00
RR	Contractor to furnish labor and materials to remove all rust and loose debris accumulated on metal services of (1) one single-phase pad-mount transformer and/or junction box.	475	Ea	\$106.00	\$50,350.00



City of College Station - Purchasing Division
Bid Tabulation for #16-094
"Annual Pad-Mount Equipment Repair and Restoration"
Open Date: Thursday, August 11, 2016 @ 2:00 p.m.

TCJB	Contractor to furnish labor and material to apply epoxy top coat to one (1) single-phase pad-mount junction box.	2	Ea	\$84.00	\$168.00
TCT	Contractor to furnish labor and materials to apply epoxy top coat to (1) one single-phase pad-mount transformer.	491	Ea	\$84.00	\$41,244.00
UM6-4-2a	Contractor to furnish labor to install and connect fault indicator to single-phase pad-mount transformer (Skirt pre-drilled). See Assembly Drawing.	125	Ea	\$42.00	\$5,250.00
UM6-4-2b	Contractor to furnish labor to install and connect fault indicator to single-phase pad-	350	Ea	\$59.00	\$20,650.00
TOTAL SINGLE-PHASE PAD-MOUNTED EQUIPMENT					\$235,731.00



City of College Station - Purchasing Division
Bid Tabulation for #16-094
"Annual Pad-Mount Equipment Repair and Restoration"
Open Date: Thursday, August 11, 2016 @ 2:00 p.m.

J-BOX & THREE-PHASE PAD-MOUNTED TRANSFORMERS

Item	Description	Quantity	Unit	Unit Price	Extended Price
3PH-75-500	Three phase 75 KVA to 500 KVA. Treat rust areas and paint with base & top coat epoxy outside and inside compartment areas where possible and re-install decals and numbers.	40	Ea	\$796.00	\$31,840.00
3PH-750-2500	Three phase 750 KVA to 2500 KVA. Treat rust areas and paint with base & top coat epoxy outside and inside compartment areas where possible and re-install decals and numbers.	20	Ea	\$1,061.00	\$21,220.00
3PH- J-BOX	Three phase J-Box Treat rust areas and paint with base & top coat epoxy outside and inside	8	Ea	\$319.00	\$2,552.00
TOTAL THREE-PHASE PAD-MOUNTED EQUIPMENT					\$55,612.00

YEAR 2 TOTAL	\$291,343.00
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City of College Station - Purchasing Division
Bid Tabulation for #16-094
"Annual Pad-Mount Equipment Repair and Restoration"
Open Date: Thursday, August 11, 2016 @ 2:00 p.m.

2019 (Year 3) Pad-Mount Equipment Restoration Price Sheet

UNDERGROUND SINGLE-PHASE AND THREE-PHASE PAD MOUNT

Item	Description	Quantity	Unit	Unit Price	Extended Price
BCJB-1	Contractor to furnish labor and material to apply epoxy base coat to one (1) single-phase pad-mount junction box.	3	Ea	\$109.00	\$327.00
BCJB-3	Contractor to furnish labor and material to apply epoxy base coat to one (1) three-phase pad-mount junction box.	7	Ea	\$141.00	\$987.00
BCT	Contractor to furnish labor and materials to apply epoxy base coat to (1) one single-phase pad-mount transformer.	225	Ea	\$88.00	\$19,800.00
Brush	Contractor to furnish labor and materials to remove all brush and debris located within (5) five feet of the sides or back and (10) ten feet in front of pad-mount transformer, J-boxes, and switchgears. This unit to be paid per transformer.	100	Ea	\$56.00	\$5,600.00
D1P	Contractor to furnish labor to remove all debris inside (1) one pad-mount single phase transformer and/or (1) one pad mount single-phase junction box bib level. This removal includes but is not limited to insects, rodents, animals, nests, fire ants, etc.. City will furnish fire ant or insect preventative agent for the Contractor to install inside the transformer and/or junction box.	210	Ea	\$43.00	\$9,030.00
D3P	Contractor to furnish labor to remove all debris inside (1) one pad-mount three-phase transformer and/or three-phase junction box bib level and above. This removal includes but is not limited to insects, rodents, animals, nests, fire ants, etc.. City will furnish fire ant or insect preventative agent for the Contractor to install inside the transformer or junction box.	10	Ea	\$66.00	\$660.00
Decal	Contractor to furnish labor to remove and replace all warning decals and identification number on (1) one underground asset (includes all transformers, J-boxes, and switchgears). Should the existing decals and	449	Ea	\$6.00	\$2,694.00
Fence	Contractor to furnish labor and materials to remove and re-install steel decorative fence as necessary to restore and paint any pad mount underground asset. This unit to be paid by lineal foot of existing fence.	90	LF	\$10.00	\$900.00



City of College Station - Purchasing Division
Bid Tabulation for #16-094
"Annual Pad-Mount Equipment Repair and Restoration"
Open Date: Thursday, August 11, 2016 @ 2:00 p.m.

Landscape	Contractor to furnish labor and materials to remove all landscape bushes, shrubs and trees located within (5) five feet of the side or back and (10) ten feet in front of any pad-mount underground asset. This unit is to be paid per asset.	10	Ea	\$55.00	\$550.00
Leveling	Contractor to furnish labor and materials to level (1) one existing single-phase pad-mount transformer.	210	Ea	\$43.00	\$9,030.00
MR	Contractor to furnish labor and materials to repair and restore all corrosion holes and divots on an underground pad mounted asset (single-phase or three-phase). This unit to be	545	SF	\$35.00	\$19,075.00
PB	Contractor to furnish labor and materials to replace (1) one missing or defective penta head bolt on (1) one single-phase pad-mount transformer and/or junction box.	25	Ea	\$11.00	\$275.00
PBA	Contractor to furnish labor and materials to replace (1) one damaged penta head bolt and locking assembly on (1) single-phase pad-mount transformer and/or junction box.	300	Ea	\$87.00	\$26,100.00
PL	Contractor to furnish labor to add or replace (1) one pad lock on pad-mount transformer and/or junction box. City to furnish pad lock.	280	Ea	\$1.00	\$280.00
R4"	Contractor to furnish labor and materials to raise (1) one existing single-phase pad up to existing grade. This unit includes raising the pad up to 4". Top of pad to be 2" above existing ground line.	40	Ea	\$55.00	\$2,200.00
R6"	Contractor to furnish labor and materials to raise (1) one existing single-phase pad 4.1"-6" to existing grade. This unit includes raising the pad from 4-1" to 6". Top of pad to be 2"	125	Ea	\$66.00	\$8,250.00
RC	Contractor to furnish labor and materials to apply rust converter to effected areas on (1) one single-phase pad-mount transformer and/or junction box.	300	Ea	\$48.00	\$14,400.00
RR	Contractor to furnish labor and materials to remove all rust and loose debris accumulated on metal services of (1) one single-phase pad-mount transformer and/or junction box.	475	Ea	\$109.00	\$51,775.00
TCJB	Contractor to furnish labor and material to apply epoxy top coat to one (1) single-phase pad-mount junction box.	2	Ea	\$87.00	\$174.00



City of College Station - Purchasing Division
Bid Tabulation for #16-094
"Annual Pad-Mount Equipment Repair and Restoration"
Open Date: Thursday, August 11, 2016 @ 2:00 p.m.

TCT	Contractor to furnish labor and materials to apply epoxy top coat to (1) one single-phase pad-mount transformer.	456	Ea	\$87.00	\$39,672.00
UM6-4-2a	Contractor to furnish labor to install and connect fault indicator to single-phase pad-mount transformer (Skirt pre-drilled). See Assembly Drawing.	125	Ea	\$43.00	\$5,375.00
UM6-4-2b	Contractor to furnish labor to install and connect fault indicator to single-phase pad-	350	Ea	\$61.00	\$21,350.00
TOTAL SINGLE-PHASE PAD-MOUNTED EQUIPMENT					\$238,504.00



City of College Station - Purchasing Division
Bid Tabulation for #16-094
"Annual Pad-Mount Equipment Repair and Restoration"
Open Date: Thursday, August 11, 2016 @ 2:00 p.m.

J-BOX & THREE-PHASE PAD-MOUNTED TRANSFORMERS

Item	Description	Quantity	Unit	Unit Price	Extended Price
3PH-75-500	Three phase 75 KVA to 500 KVA. Treat rust areas and paint with base & top coat epoxy outside and inside compartment areas where possible and re-install decals and numbers.	40	Ea	\$820.00	\$32,800.00
3PH-750-2500	Three phase 750 KVA to 2500 KVA. Treat rust areas and paint with base & top coat epoxy outside and inside compartment areas where possible and re-install decals and numbers.	20	Ea	\$1,093.00	\$21,860.00
3PH- J-BOX	Three phase J-Box Treat rust areas and paint with base & top coat epoxy outside and inside	7	Ea	\$329.00	\$2,303.00
TOTAL THREE-PHASE PAD-MOUNTED EQUIPMENT					\$56,963.00

YEAR 3 TOTAL	\$295,467.00
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GRAND TOTAL (Year 1, 2 and 3)	\$769,150.50
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Note: Soloman Corporation Submitted a letter of No-Bid.



Legislation Details (With Text)

File #: 16-0555 **Version:** 1 **Name:** Woodson Village Ratification
Type: Contract **Status:** Consent Agenda
File created: 8/31/2016 **In control:** City Council Regular
On agenda: 9/22/2016 **Final action:**
Title: Presentation, possible action, and discussion regarding ratification of contract #16300600 with Elliott Construction for emergency sewer line repairs in Woodson Village, in the amount of \$53,045.
Sponsors: David Coleman
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding ratification of contract #16300600 with Elliott Construction for emergency sewer line repairs in Woodson Village, in the amount of \$53,045.

Relationship to Strategic Goals: Core Services & Infrastructure

Recommendation: Staff recommends approval.

Summary: Wastewater collection lines in the rear easement of Thomas Street are 65 years old. Rainfall driven inflow & infiltration in recent months has caused sewage to backflow into numerous houses in the Thomas/Dexter area. A check valve has been installed recently on the wastewater service line at the residence at 800 Thomas as a temporary measure, but to address the larger problem we need to rehabilitate that section of sub-basin. The entire sub-basin (Woodson Village Subdivision) is identified for rehabilitation with engineering design in FY-17 and construction taking place in FY-18. However, the section of line along Thomas is the worst line in the entire sub-basin and needs to be rehabilitated immediately, to prevent raw sewage from backing up into homes during rain events.

Staff obtained three quotes to replace 620 feet of six inch wastewater collection line, replace one manhole and replace eight wastewater services along with restoration of yard/landscape and privacy fences. The low quote is from Elliott Construction for \$53,045 which exceeds City Manager authority. Due to the urgency of the need to protect private property, staff has awarded the contract and is requesting Ratification.

Contract #16300600 quotes:

1. Elliott Construction, LLC: \$53, 045.00
2. B. Ragan (Snook, TX): \$58,714.00
3. JB Elliott Construction, LLC (Navasota, TX): \$63,465.00

This contract is exempt from the competitive bidding process based on LGC 252.022 (a) (2) which states "This expenditure is exempt from the competitive bidding requirement as this procurement is necessary to preserve or protect the public health or safety of municipality."

Since immediate attention was warranted due to the raw sewage backing up into residences on Thomas Street after rainfall events, staff recommends approval of this Ratification request.

Budget & Financial Summary: Funds for this contract are available in the Wastewater Fund.

Legal Review: Yes.

Reviewed and Approved by Legal: Yes

Attachments: None (contract available in City Secretary's office)



Legislation Details (With Text)

File #: 16-0556 **Version:** 1 **Name:** Brenntag Chlorine Ratification
Type: Contract **Status:** Consent Agenda
File created: 8/31/2016 **In control:** City Council Regular
On agenda: 9/22/2016 **Final action:**
Title: Presentation, possible action, and discussion regarding ratification of purchases up to \$60,000 on price agreement #15300483 with Brenntag for bulk chlorine.
Sponsors: David Coleman
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding ratification of purchases up to \$60,000 on price agreement #15300483 with Brenntag for bulk chlorine.

Relationship to Strategic Goals: Core Services & Infrastructure

Recommendation: Staff recommends approval.

Summary: Purchase of bulk chlorine for water disinfection was expected to not exceed \$50,000 in the current fiscal year. However, contractor delays in the construction at Sandy Point Pump Station caused us to continue using bulk chlorine much longer than expected. Orders for bulk chlorine (in 1-ton cylinders) were required to meet TCEQ regulations for chlorine concentration in drinking water. Therefore, staff is requesting Ratification for chlorine purchases not to exceed \$60,000 in FY-16 under contract #15300483 with Brenntag.

Budget & Financial Summary: Funds are available in the Water Fund.

Reviewed and Approved by Legal: Yes

Attachments: None



Legislation Details (With Text)

File #: 16-0559 **Version:** 1 **Name:** Annual Award for City Branded Uniforms
Type: Presentation **Status:** Consent Agenda
File created: 9/1/2016 **In control:** City Council Regular
On agenda: 9/22/2016 **Final action:**
Title: Presentation, possible action, and discussion on the first renewal of Bid No. 15-080 for purchasing City branded uniforms for Parks athletic programs and other City departments with CC Creations for \$46,000; Monograms and More for \$40,000; and Promotional Designs, Inc. for \$40,000 for a combined annual estimated expenditure of \$126,000.
Sponsors: Mary Ellen Leonard
Indexes:
Code sections:
Attachments: [Bid 15-080 Combined Letters](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on the first renewal of Bid No. 15-080 for purchasing City branded uniforms for Parks athletic programs and other City departments with CC Creations for \$46,000; Monograms and More for \$40,000; and Promotional Designs, Inc. for \$40,000 for a combined annual estimated expenditure of \$126,000.

Relationship to Strategic Goals: Financially Sustainable City

Recommendation(s): Staff recommends approval to renew the blanket award to purchase City branded uniforms for Parks athletic programs and other City departments to CC Creations, Monograms and More and Promotional Designs, Inc.

Summary: Four (4) sealed, competitive bid were received and opened on Thursday, September 3, 2015. The bid submitted by Aramark Uniform Services was not considered for award due to being incomplete. The recommended awards are based on varying line item pricing between the three remaining bids. These awards will give departments more options when needing to place uniform orders.

These purchases will be made as needed during the term of the agreement. Approximately 70% (\$84,000) of the total expenditure will be utilized by the Athletic Division in the Parks and Recreation Department for league play: adult softball, volleyball, flag football, youth softball, volleyball, flag football, basketball, challenger sports and swim teams. The cost of these shirts are calculated into the registration fees charged to program participants and are recovered by the Parks and Recreation Department through these registration fees.

The other 30% (\$36,000) of shirts purchased will be used as employee uniforms for Fire, Public Works, Electric, etc.

This will be the first of two possible one year renewals for the blanket award. The award for CC Creations includes a City proposed increase of 15% for \$6,000 to better meet departmental orders for the local supplier.

Budget & Financial Summary: Funds are budgeted and available in various departmental operating budgets.

Legal Reviewed: N/A

Attachments: Signed Renewal Letters

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew ITB 15-080, Annual Purchase of City Wide T-Shirts, Caps and Polos in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed Forty Six Thousand and 00/100 Dollars (\$46,000). This includes a 15% increase to the not to exceed spending limit.

I understand this renewal term will be for the period beginning October 9, 2016 through October 8, 2017. This is the first of two possible renewals.

C.C. Creations

By: Andy O'Bannon
Printed Name: Andy O'Bannon
Title: Sales Manager
Date: 8-19-16

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew ITB 15-080, Annual Purchase of City Wide T-Shirts, Caps and Polos in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed Forty Thousand and 00/100 Dollars (\$40,000).

I understand this renewal term will be for the period beginning October 9, 2016 through October 8, 2017. This is the first of two possible renewals.

Promotional Designs, Inc.

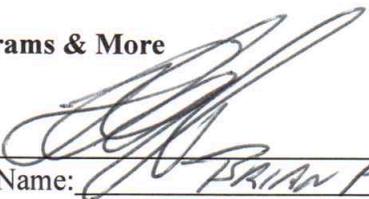
By: Brian Kater
Printed Name: Brian Katers
Title: President
Date: 8-17-16

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew ITB 15-080, Annual Purchase of City Wide T-Shirts, Caps and Polos in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed Forty Thousand and 00/100 Dollars (\$40,000).

I understand this renewal term will be for the period beginning October 9, 2016 through October 8, 2017. This is the first of two possible renewals.

Monograms & More

By: 
Printed Name: BRIAN PENDERGAST
Title: OWNER
Date: 8-20-16



Legislation Details (With Text)

File #: 16-0560 **Version:** 1 **Name:** Financial Advisor Services
Type: Presentation **Status:** Consent Agenda
File created: 9/1/2016 **In control:** City Council Regular
On agenda: 9/22/2016 **Final action:**
Title: Presentation, possible action, and discussion on renewing the financial advisory services consultant contract with Hilltop Securities, Inc. (formerly First Southwest Company) not to exceed \$150,000.
Sponsors: Mary Ellen Leonard
Indexes:
Code sections:
Attachments: [Contract 13-298 Financial Advisor Ren3](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on renewing the financial advisory services consultant contract with Hilltop Securities, Inc. (formerly First Southwest Company) not to exceed \$150,000.

Recommendation(s): Staff recommends approval of the renewal of the consultant contract between the City of College Station and Hilltop Securities, Inc.

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 third of four (4) renewal options and the renewal amount is not to exceed \$150,000. On January 22, 2016, First Southwest Company merged with their affiliate broker-dealer and began operating as Hilltop Securities, Inc. 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

RENEWAL 3 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 No/100 Dollars (\$150,000.00).

I understand this renewal term will be for the period beginning November 5, 2016 through November 4, 2017. This is the third of four (4) possible renewals.

Hilltop Securities, Inc.

By: 
Printed Name: Drew K. Masterson
Title: Managing Director
Date: 8/22/16

City of College Station

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Asst. City Manager/ CFO
Date: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

FirstSouthwest, a Division of Hilltop Securities Inc.
 Dallas, TX United States

Certificate Number:
 2016-102285

Date Filed:
 08/22/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of College Station

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

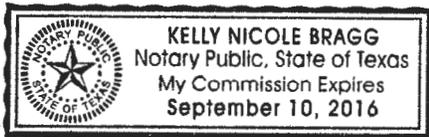
CCS-13-298
 Financial Advisor Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Leventhal, Laura	Dallas, TX United States	X	
Edge, J Michael	Dallas, TX United States	X	
Muschalek, John R	Dallas, TX United States	X	
Peterson, Robert W	Dallas, TX United States	X	
Feinberg, Hill A	Dallas, TX United States	X	
Hilltop Securities Holdings LLC	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Patrick Butts
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Patrick Butts, this the 22nd day of August, 2016, to certify which, witness my hand and seal of office.

Kelly Bragg
 Signature of officer administering oath

Kelly Bragg
 Printed name of officer administering oath

Notary Public
 Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-102285

Date Filed:
08/22/2016

Date Acknowledged:
08/29/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

FirstSouthwest, a Division of Hilltop Securities Inc.
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of College Station

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

CCS-13-298
Financial Advisor Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Leventhal, Laura	Dallas, TX United States	X	
	Edge, J Michael	Dallas, TX United States	X	
	Muschalek, John R	Dallas, TX United States	X	
	Peterson, Robert W	Dallas, TX United States	X	
	Feinberg, Hill A	Dallas, TX United States	X	
	Hilltop Securities Holdings LLC	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

FirstSouthwest, a Division of Hilltop Securities Inc.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Not Applicable

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

Not Applicable

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 FirstSouthwest, a Division of Hilltop Securities Inc.

By *Richard E. Smith*
Signature of vendor doing business with the governmental entity

8/22/2016
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/22/2016

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

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

PRODUCER Roach Howard Smith & Barton 8750 N Central Expressway Suite 500 Dallas TX 75231	CONTACT NAME: Helen Stuart PHONE (A/C. No. Ext): (972) 744-2704 E-MAIL ADDRESS: hstuart@rhsb.com	FAX (A/C. No.): (972) 744-2804	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Hilltop Securities Holdings LLC Hilltop Securities Inc. First Southwest Asset Management, LLC 1201 Elm Street, Suite 3500 Dallas TX 75270	INSURER A: Federal Ins Co		20281
	INSURER B: Great Northern Ins Co		20303
	INSURER C: Fireman's Fund Insurance Co		21873
	INSURER D: Pacific Indemnity Co		20346
	INSURER E: INSURER F:		

COVERAGES

CERTIFICATE NUMBER: Cert ID 33507

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"/> COMMERCIAL GENERAL LIABILITY <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:			35921632	01/01/2016	01/01/2017	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 \$ 2,000,000 per loc aggregate \$ 10,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			73560220	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79867765	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71719928	01/01/2016	01/01/2017	<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
C	Excess Umbrella			SHX00058013152	01/01/2016	01/01/2017	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 liability policy 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

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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ACORD 25 (2014/01)

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WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

**WC 124
(4-84)**

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 01/01/16 at 12:01 A. M. standard time, forms a part of
(DATE)

Policy No. (17)7171-99-28 of the PACIFIC INDEMNITY COMPANY
(NAME OF INSURANCE COMPANY)

issued to HILLTOP SECURITIES HOLDINGS LLC.

Endorsement No. _____

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.*

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION THAT THE
INSURED CONTRACTUALLY COMMITS TO
PRIOR TO A LOSS OR OCCURRENCE.
CORPUS CHRISTI ISD
P O BOX 110801, CORPUS CHRISTI, TX 78403

STATE OF ARIZONA
STATE PROCUREMENT OFFICE
100 N 15TH AVE, SUITE 201, PHOENIX, AZ
85007

Reference Copy



Legislation Details (With Text)

File #: 16-0562 **Version:** 1 **Name:** FY17 Exemptions
Type: Presentation **Status:** Consent Agenda
File created: 9/1/2016 **In control:** City Council Regular
On agenda: 9/22/2016 **Final action:**
Title: Presentation, possible action, and discussion to authorize expenditure of funds for FY 2017 for items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022 and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$50,000; and to authorize the City Manager to approve contracts and expenditures that are on the exemption list.
Sponsors: Mary Ellen Leonard
Indexes:
Code sections:
Attachments: [2017 Exemptions List-Final](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion to authorize expenditure of funds for FY 2017 for items exempt from competitive bidding as described more fully in Texas Local Government Code, Chapter 252.022 and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$50,000; and to authorize the City Manager to approve contracts and expenditures that are on the exemption list.

Relationship to Strategic Goals: Goal I.1. Spending taxpayer money efficiently

Recommendation(s): Staff recommends approval of the purchase requests as listed on the attached spreadsheet, and the authorization for the City Manager to approve contracts and expenditures that are on the exemption list.

Summary: Every fiscal year there are a number of expenditures incorporated in the approved budget that are not subject to competitive bidding or proposals. These expenditures are for sole source purchases; expenditures for personal, professional or planning services; captive replacement parts for equipment, and other exemptions more fully described in LGC 252.022 and other expenditures for interlocal contracts or fees mandated by state law that are greater than \$50,000. The intent of this item is for Council to authorize the expenditure(s) which will provide the ability to conduct daily affairs of the City which involve numerous decisions of a routine nature.

Budget & Financial Summary: Funds are either available or budgeted for each of the listed purchase requests in the fiscal year 2016-2017 budget in various funds of the City, or if necessary, will be made available by proposing an appropriate budget amendment or contingency transfer.

- Attachments:**
1. List of FY17 Annual Exemptions

2017 ANNUAL EXEMPTIONS	FY 2016 Approved	FY 2017 Request
LGC 252.022(a)(7)(A) - Single source due to patents, copyrights, secret processes or other natural monopolies		
US Postmaster (City postage expense)	\$70,000.00	\$60,000.00
Air Care Tech (Odor control for waste water treatment)	\$126,000.00	\$126,000.00
LGC 252.022 (a)(7)(D) - Captive replacement parts or components for equipment; computer software/hardware maintenance; equipment lease/maintenance		
EnRoute Emergency System (application software upgrade/maintenance)	\$150,000.00	\$86,000.00
Sungard Public Sector (Naviline Product Maintenance)	\$80,000.00	\$80,000.00
Tyler Technologies (MUNIS Product Maintenance and Services)	\$197,000.00	\$206,444.00
Tyler Technologies (eCitations)		\$15,000.00
Sungard Public Sector (Trakit Product Maintenance)	\$75,000.00	\$80,000.00
WestNet (FirstIn System Maintenance)	\$55,000.00	\$60,000.00
Heil of Texas (Parts/Services for Refuse Trucks)		\$60,000.00
Chastang Enterprises (Parts/Services for Autocars)		\$65,700.00
LGC 252.022(a)(4) - Personal, professional or planning services		
CME (geotechnical & construction testing)	\$30,000.00	\$20,000.00
Terracon (geotechnical & construction testing)	\$30,000.00	\$20,000.00
Gessner Engineering (geotechnical & construction testing)		\$20,000.00
Bickerstaff, Heath, Delgado, Acosta (electrical legal services related interim TCOS filing and power supply contracts)	\$100,000.00	\$100,000.00
Allen Boone Humphries Robinson (MMD legal issues)	\$50,000.00	\$50,000.00
LGC 252.022(a)(7)(c) - Gas, water and other utility services		
City of Bryan (utilities for wells and pump station)	\$1,000,000.00	\$1,000,000.00
Verizon (Local Phone Service)	\$144,796.00	\$115,095.00
Frontier (Long Distance Service)		\$27,031.00
Entergy (Well 8 electrical power)	\$150,000.00	\$150,000.00
Expenditures pursuant to established interlocal agreements with various agencies		
ILA with BVSWM (disposal fees)	\$1,644,150.00	\$1,650,000.00
ILA with Brazos County Appraisal District	\$280,253.00	\$288,661.00
ILA with City of Bryan (library services)	\$1,000,732.00	\$1,185,030.00
ILA with Brazos County, City of Bryan & TAMU for Community Emergency Operation Center (CEOC) Lease	\$80,214.00	\$87,430.00
ILA with Texas Comptroller (ATT wireless phone/data services)	\$60,000.00	\$60,000.00
ILA with National Intergovernmental Purchasing Alliance (NIPA) for Grainger (maintenance, repair and operational supplies)	\$75,000.00	\$75,000.00
ILA with National Intergovernmental Purchasing Alliance (NIPA) for Office Depot (office supplies and equipment)	\$120,000.00	\$130,000.00
ILA with Wellborn SUD for water wheeling	\$75,000.00	\$75,000.00
Brazos County Health Department	\$326,500.00	\$326,500.00
ILA with TASB (Buyboard) for Miller Uniforms to supply police and fire uniforms	\$90,000.00	\$90,000.00
Expenditures for mandated state fees		
TCEQ (inspections/assessments, permitting fees - W/WW)	\$160,000.00	\$160,000.00
BV Groundwater Conservation District - Assessment fees	\$200,000.00	\$200,000.00
Texas Workforce Commission (unemployment claims)	\$50,000.00	\$50,000.00
ERCOT (electric reliability fees)	\$74,000.00	\$74,000.00



Legislation Details (With Text)

File #: 16-0571 **Version:** 1 **Name:** Property Casualty, Excess General Liability and Excess Workers' Compensation policies for Fiscal Year 2017

Type: Contract **Status:** Consent Agenda

File created: 9/2/2016 **In control:** City Council Regular

On agenda: 9/22/2016 **Final action:**

Title: Presentation, possible action, and discussion regarding City of College Station Excess Liability and Workers' Compensation Insurance, Property/Boiler & Machinery, Commercial Crime, EMT Liability, and Auto Property Damage policies for Fiscal Year 2017. FY17 premiums for all lines of coverage total \$464,350.

Sponsors: Alison Pond

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding City of College Station Excess Liability and Workers' Compensation Insurance, Property/Boiler & Machinery, Commercial Crime, EMT Liability, and Auto Property Damage policies for Fiscal Year 2017. FY17 premiums for all lines of coverage total \$464,350.

Relationship to Strategic Goals: (Select all that apply)

- Good Governance
- Financially Sustainable City

Recommendation(s): The City of College Station Human Resources and Risk Management Department recommends approval of the above referenced insurance policies for the period October 1, 2016 to October 1, 2017.

Summary: Risk Management completed applications to solicit proposals for Excess Liability, Workers' Compensation and Excess Liability, Property/Boiler & Machinery, Commercial Crime, Auto Physical Damage, and EMT Liability insurance policies. Sole Broker of Record McGriff, Seibels and Williams of Texas, Inc., submitted the City's applications to the appropriate carriers and evaluated all proposals submitted.

The City's rate for Property, Mobile Equipment, Boiler & Machinery and Fleet Catastrophic Loss remains the same for FY16. A review of property values and covered locations along with Fleet value increases resulted in a ten percent (10%) increase in values. The City's vehicle schedule increased almost six percent (6%) due to updating equipment, while the carrier's rate has remained flat. This has increased the Auto Property Damage premium for vehicles valued at more than \$50,000. EMT

liability coverage rates remained the same based on exposures (number of ambulances) with no rate increase. Commercial crime coverage increased slightly due to an increase in employees. Overall, total insurance premiums increase \$30,893.00 or approximately 6.7 percent.

Budget & Financial Summary: Funds are available in the FY17 budget in the Property/Casualty Fund and the Workers' Compensation Fund.

Attachments: None



Legislation Details (With Text)

File #:	16-0572	Version:	1	Name:	Contract Renewal for Type D Hot Mix and Emulsion Installation
Type:	Renewal	Status:		Status:	Consent Agenda
File created:	9/5/2016	In control:		In control:	City Council Regular
On agenda:	9/22/2016	Final action:		Final action:	
Title:	Presentation possible action, and discussion regarding the renewal of contract no. 15300345 with Brazos Paving, Inc. for the purchase and installation of Type D Hot Mix Asphalt and Emulsion for an amount not to exceed \$3,013,550.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Signed Renewal letter Bid 15-066 Signed Annual Install of Type D Hot Mix				

Date	Ver.	Action By	Action	Result
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Presentation possible action, and discussion regarding the renewal of contract no. 15300345 with Brazos Paving, Inc. for the purchase and installation of Type D Hot Mix Asphalt and Emulsion for an amount not to exceed \$3,013,550.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of renewal no. 1 of contract no. 15300345 with Brazos Paving, Inc.

Summary: Four (4) sealed competitive bids were received and opened on August 4, 2015 in response to Bid 15-066. Brazos Paving, Inc. was the lowest responsible bidder. Brazos Paving, Inc. bid 35,000 tons of Type D Hot Mix Asphalt installed at \$84.30/ton and Emulsion installed for \$3.80/gallon. The vendor has requested an increase of 1.36% from \$84.30/ton to \$85.45/ton for Type D Hot Mix Asphalt installed. This is an increase of \$40,250 from the previous year. Installed Emulsion remains at \$3.80/gallon. The total contract award for Type D Hot Mix Asphalt is \$2,990,750.00 and the Emulsion is \$22,800.00 for a total not to exceed amount of \$3,013,550.00 for materials to be installed on City streets as needed. This is the first of two (2) possible one (1) year renewals.

Budget & Financial Summary: Funds are budgeted and available in the Street Maintenance Fund.

Attachments:

1. Signed renewal letter



August 18, 2016

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

RE: Renewal 1 – Bid 15-066, Contract 15300345
Annual Purchase and Installation of Type “D” Hot Mix and Emulsion

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 September 21, 2016 through September 20, 2017.

If this meets with your company’s approval, please complete the following renewal agreement and return it no later than Wednesday, August 31, 2016 via e-mail to hpavelka@cstx.gov. *Please follow up by mailing an 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

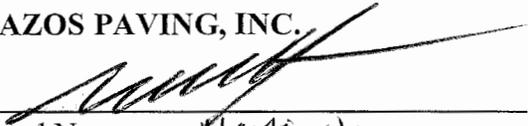
www.cstx.gov

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Renewal 1 – Bid 15-066, Contract 15300345, Annual Purchase and Installation of Type “D” Hot Mix and Emulsion, in accordance with all terms and conditions previously agreed to and accepted, for an amount not to exceed Three Million Thirteen Thousand Five Hundred Fifty and No/100 Dollars (\$3,013,550.00). This includes a vendor requested increase of 1.36% for line 1, which results in an overall increase of 1.35% from the original contract amount. Line item pricing is attached on the following page.

I understand this renewal term will be for the period beginning September 21, 2016 through September 20, 2017. This is the first of two possible renewals.

BRAZOS PAVING, INC.

By: 
Printed Name: Martin Jackson
Title: President
Date: 8/22/16

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____



City of College Station - Purchasing Division
Bid Tabulation for #15-066
"Annual Installation of Type D Hot Mix and Emulsion"
Open Date: Monday, August 10, 2015 @ 2:00 p.m.

				Brazos Paving, Inc. - Contract Year 1		Brazos Paving, Inc. - Renewal 1, Contract Year 2		
Item	Estimated Annual Quantity	Unit of Measure	Description	Unit Price	Total Price	Unit Price	Total Price	Percent Change
1	35,000	Ton	Asphalt Concrete, Hot Mix, Type D, Installed , 1 1/2 inch thick (including tack coat) in accordance with Section 32 12 16 of the "Bryan/College Station Unified Design Specifications"	\$84.30	\$2,950,500.00	\$85.45	\$2,990,750.00	1.36%
2	6,000	Gallon	Emulsion, (MC-30) Installed	\$3.80	\$22,800.00	\$3.80	\$22,800.00	0.00%
Grand Total				\$2,973,300.00		\$3,013,550.00		
AS NEEDED SERVICES								
Item	Estimated Annual Quantity	Unit of Measure	Description	Unit Price		Unit Price		Percent Change
3	As Needed	Sq Yard	When Required by City, mill and excavate the depleted asphalt up to 2 inches in depth. Contractor will retain asphalt millings.	\$1.80		\$1.80		0.00%
4	As Needed	Sq Yard	When Required by City, mill and excavate the depleted asphalt up to 2 inches in depth. Contractor will deliver the asphalt millings to the City's stockpile area at 2613 Texas Ave.	\$2.25		\$2.25		0.00%
5	As Needed	Ton	Repair any base failure that occurs before or during paving operation. Unit price should include labor and materials.	\$53.50		\$53.50		0.00%
6	As Needed	Ton	Delivery of HMAC to site for installation by City Crews.	\$6.80		\$6.80		0.00%
Bid Certification				Y				
Bid Bond				Y				
Addendums Acknowledged				Y				



Legislation Details (With Text)

File #: 16-0573 **Version:** 1 **Name:** Parts and Repair Services for Sanitation Trucks
Type: Agreement **Status:** Consent Agenda
File created: 9/5/2016 **In control:** City Council Regular
On agenda: 9/22/2016 **Final action:**

Title: Presentation, possible action, and discussion regarding ratification and approval of expenses for Autocar replacement parts and repair services for City sanitation trucks from Chastang Enterprises (Chastang Ford) and approval of increasing the current blanket order to extend its use through the end of FY16. Requested ratification amount: \$20,000. The new estimated annual expenditure for Autocar parts and repair services for City sanitation trucks for FY16 is \$69,763.35.

Sponsors: Donald Harmon

Indexes:

Code sections:

Attachments: [BB Contract Info](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding ratification and approval of expenses for Autocar replacement parts and repair services for City sanitation trucks from Chastang Enterprises (Chastang Ford) and approval of increasing the current blanket order to extend its use through the end of FY16. Requested ratification amount: \$20,000. The new estimated annual expenditure for Autocar parts and repair services for City sanitation trucks for FY16 is \$69,763.35.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends ratification of expenses in the amount of \$20,000 for Autocar parts and repair services for City sanitation trucks for FY16.

Summary: A not-to-exceed blanket order was originally issued in the amount of \$45,000 for anticipated FY16 expenses. Due to an unforeseen necessary and costly repair, the original blanket order amount was increased to \$49,763.35. To extend its use through the end of FY16, an additional \$20,000 is needed for a total contract amount of \$69,763.35. For 2017, the expenditure will be presented as part of the annual exemption list for budget purposes as parts and repair labor can be procured through the BuyBoard Purchasing Cooperative (Contract #430-13) which exempts the City from conducting a competitive bidding process. Products and services offered through BuyBoard contracts have been subjected to either the competitive bid or competitive proposal format based on Texas statutes under the Local Government Code Chapter 252.

Budget & Financial Summary: Funds are budgeted and available in the Fleet Maintenance Account.

Legal Review: Yes.

Attachments:

1. BuyBoard contract confirmation



Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Welcome Lisa [Log Off]

Administration	RFQ	Purchase Order	Reports	Shopping Cart	Help
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Vendor Contract Information

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Chastang Ford[X]

Price Range

Show all prices

Category

None Selected

Contract

None selected

Additional Searches:

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Vendor Name: Chastang Ford
Address: 6200 North Loop East
Houston, TX 77026
Phone Number: (713) 678-5007
Email: emiller@chastangford.com
Website: <http://www.chastangford.com>
Federal ID: 76-0423419
Contact: Ed Miller
Accepts RFQs: Yes
Minority Owned: Yes
Women Owned: No
Service-Disabled Veteran Owned: No
EDGAR: No
Contract Name: Vehicles, Heavy Duty Trucks (Repair Parts & Labor)
Contract#: 430-13
Effective Date: 12/01/2013
Expiration Date: 11/30/2016
Payment Terms: Net 30 days
Delivery Days: 120
Shipping Terms: Pre-paid and added to invoice
Freight Terms: FOB Destination
Ship Via: Common Carrier
Region Served: All Texas Regions
States Served: All States
Quote Reference Number: CF100813

Contact us 800-695-2919

BuyBoard Contract Pricing #430-13

https://app.buyboard.com/Search/Index?SearchTerm=& dashboardlive.cstx.gov Contract Entry - Munis [City of... Index

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com
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Chastang Ford[X]

Price Range
Show all prices

Category
None Selected

Contract
None selected

Additional Searches:

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Additional Resources

Vendor	Description	Pricing Sheet	Price	Qty	Add to Cart
Chastang Ford [MWBE]	Hourly Labor Rate for Repair/Service of Autocar Vehicle	N/A	\$125.00	<input type="checkbox"/>	Add Show Details
Chastang Ford [MWBE]	Per Mile Delivery Fee for AutoCar Vehicles. Line Item 10	N/A	\$3.50	<input type="checkbox"/>	Add Show Details
Chastang Ford [MWBE]	20% Discount Off Chastang Ford pricelist for Autocar Parts	N/A	\$0.00	<input type="checkbox"/>	Add Show Details
Chastang Ford [MWBE]	0% Discount Off Chastang Ford pricelist for AutocarThird Party (not OEM Options). Line Item 6	N/A	\$0.00	<input type="checkbox"/>	Add Show Details
Chastang Ford [MWBE]	0% Discount Off Chastang Ford pricelist for Autocar Optional Equipment. Line Item 4	Pricing Sheet	\$0.00	<input type="checkbox"/>	Add Show Details
Chastang Ford [MWBE]	0% Discount Off Chastang Ford pricelist for Autocar Extended Service Maintenance Agreements	N/A	\$0.00	<input type="checkbox"/>	Add Show Details
Chastang Ford [MWBE]	Autocar ACM42. Cabover style, Cab and chassis, Low Cab forward (ICF), Cummins ISB 200HP with Allison 2500 RDS, 6 speed transmission, complete with all manufacturer's standard equipment. Line Item 2	N/A	\$84,111.00	<input type="checkbox"/>	Add Show Details

Showing 1 to 7 of 7 entries (filtered from 56 total entries)

First Previous 1 Next Last



Legislation Details (With Text)

File #:	16-0574	Version:	1	Name:	Cain / Deacon Rail Road Crossing Project Design Contract
Type:	Contract	Status:		Status:	Consent Agenda
File created:	9/5/2016	In control:		In control:	City Council Regular
On agenda:	9/22/2016	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on approval of a professional services Contract No. 16300614 with Jones & Carter in the amount of \$427,000 for the professional engineering services related to the design of the Cain/Deacon Rail Road Crossing Switch Project.				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Project Map				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approval of a professional services Contract No. 16300614 with Jones & Carter in the amount of \$427,000 for the professional engineering services related to the design of the Cain/Deacon Rail Road Crossing Switch Project.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: The project includes the roadway extension of Deacon Road to Wellborn Road (FM 2154) and a new Union Pacific railroad crossing. The project also includes reconstructing Wellborn Road to improve grades across the railroad tracks and the removal of the existing Cain Road railroad crossing. The roadway extensions will be constructed with concrete pavement with curb, underground storm sewer and sidewalks. The railroad crossing removal will include all pavement and existing structures pertaining to the existing crossing. This project was approved with the FY16 budget to be funded with certificates of obligation and is one of several transportation projects originally prioritized by the 2015 Citizen Advisory Committee.

Budget & Financial Summary: A total project budget of \$3,775,000 is included for this project in the Streets Capital Improvement Projects Fund. A total of \$183,572 has been expended to date.

Legal review: Yes

Attachments:

1. Contract No. 16300614 (on file with the City Secretary's Office)
2. Project Location Map

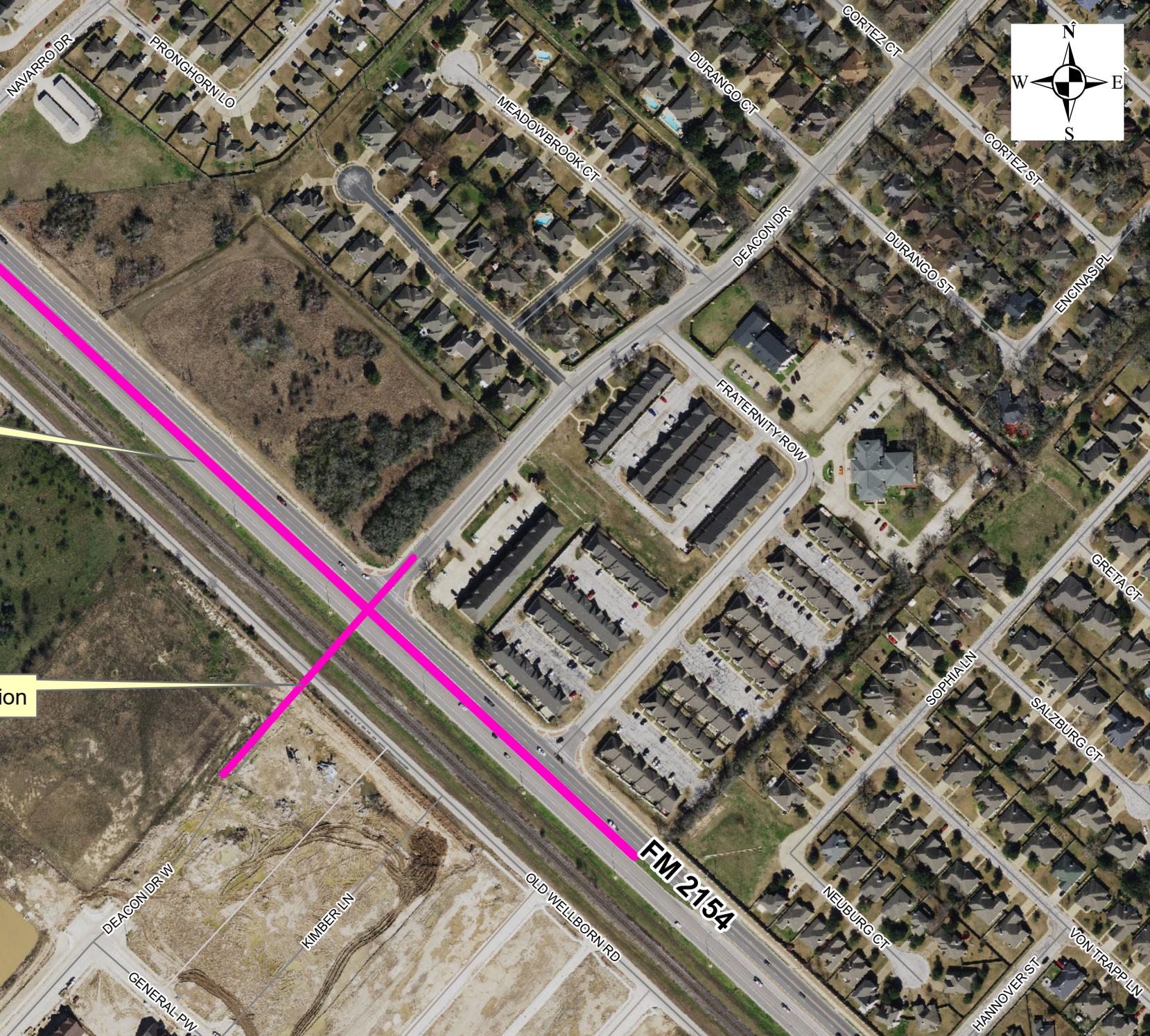


FM 2154

Project Location

Project Location

FM 2154





Legislation Details (With Text)

File #: 16-0575 **Version:** 1 **Name:** Greens Prairie Trail Construction Contract
Type: Contract **Status:** Consent Agenda
File created: 9/5/2016 **In control:** City Council Regular
On agenda: 9/22/2016 **Final action:**
Title: Presentation, possible action, and discussion regarding approval of the construction contract (Contract No. 16300538) with Hassell Construction in the amount of \$4,917,901.63 for the Greens Prairie Trail Widening Project.
Sponsors: Donald Harmon
Indexes:
Code sections:
Attachments: [Project Map](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approval of the construction contract (Contract No. 16300538) with Hassell Construction in the amount of \$4,917,907.63 for the Greens Prairie Trail Widening Project.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: This project includes reconstruction of approximately 3500 LF of Greens Prairie Trail from Wellborn Road (FM 2154) to and through the intersection of Royder Road. The project also includes changing the existing 2-lane asphalt roadway section into a 4-line minor arterial concrete roadway with raised medians. The construction of the roadway will include placement of electrical and fiber optic ductbank, installation of traffic signal and waterline relocation.

Budget & Financial Summary: The budget included for this project in the Streets Capital Improvement Fund in the FY17 Proposed Budget is \$4,895,000. A total of \$366,306 has been expended or committed to date, leaving a balance of \$4,528,694 for construction and remaining expenditures. As the construction contract exceeds the budget balance available, budget in the amount of \$450,000 will be transferred from the Lick Creek Hike and Bike Trail project. There is currently a budget balance available on the Lick Creek Hike and Bike Trail project as a favorable construction bid was received. Following the transfer, the revised total project budget for the Greens Prairie Trail Widening project will be \$5,395,000.

Attachments:

1. Contract on file in the City Secretary's Office
2. Project Location Map

GREENS PRAIRIE TRAIL REHABILITATION



PROJECT LOCATION





Legislation Details (With Text)

File #: 16-0576 **Version:** 1 **Name:** Greens Prairie Trail Speed Limit Reduction

Type: Ordinance **Status:** Consent Agenda

File created: 9/5/2016 **In control:** City Council Regular

On agenda: 9/22/2016 **Final action:**

Title: Presentation, possible action, and discussion on an ordinance amending Chapter 10, "Traffic Code", Section 3 "Speed Limits", Subsection F (1) "Temporary Speed Limits Established For Certain Described Streets", Traffic Schedule XIII, "Temporary Speed Limits", by temporarily amending the posted speed limit on Greens Prairie Trail between FM 2154 to Royder Road to 25 mph during the Greens Prairie Trail Widening Project.

Sponsors: Donald Harmon

Indexes:

Code sections:

Attachments: [Speed Reduction Zone Map-GPT](#)
[GPT Speed Reduction Ord](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on an ordinance amending Chapter 10, "Traffic Code", Section 3 "Speed Limits", Subsection F (1) "Temporary Speed Limits Established For Certain Described Streets", Traffic Schedule XIII, "Temporary Speed Limits", by temporarily amending the posted speed limit on Greens Prairie Trail between FM 2154 to Royder Road to 25 mph during the Greens Prairie Trail Widening Project.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: The City is widening Greens Prairie Trail from FM 2154 to Royder Road from a 2 lane to a 4 lane divided roadway. The project will include the reconstruction of the road subgrade, placement of concrete, utilities and a traffic signal at LedgeStone. The project is estimated to take 8 months to complete.

The travel lanes will be temporarily reduced to a width of 10 feet during construction. In addition to reduced lane widths during certain phases of construction it will be required that there be travel lane closures without barriers. Due to this and the close proximity of motorists to the construction zone and workers, staff is pursuing the temporary establishment of a 25 mph construction zone speed limit, which will lower the speed limit from the posted speed limit of 40 mph along Greens Prairie Trail. The temporary speed reduction ordinance will expire at the completion of the project.

Budget & Financial Summary: The passage of this ordinance will not result in any direct costs to the City as the contractor will install and maintain the necessary speed limit signs associated with this temporary speed reduction.

Attachments:

1. Ordinance
2. Location Map



Greens Prairie Trail Temporary Speed Limit Zone

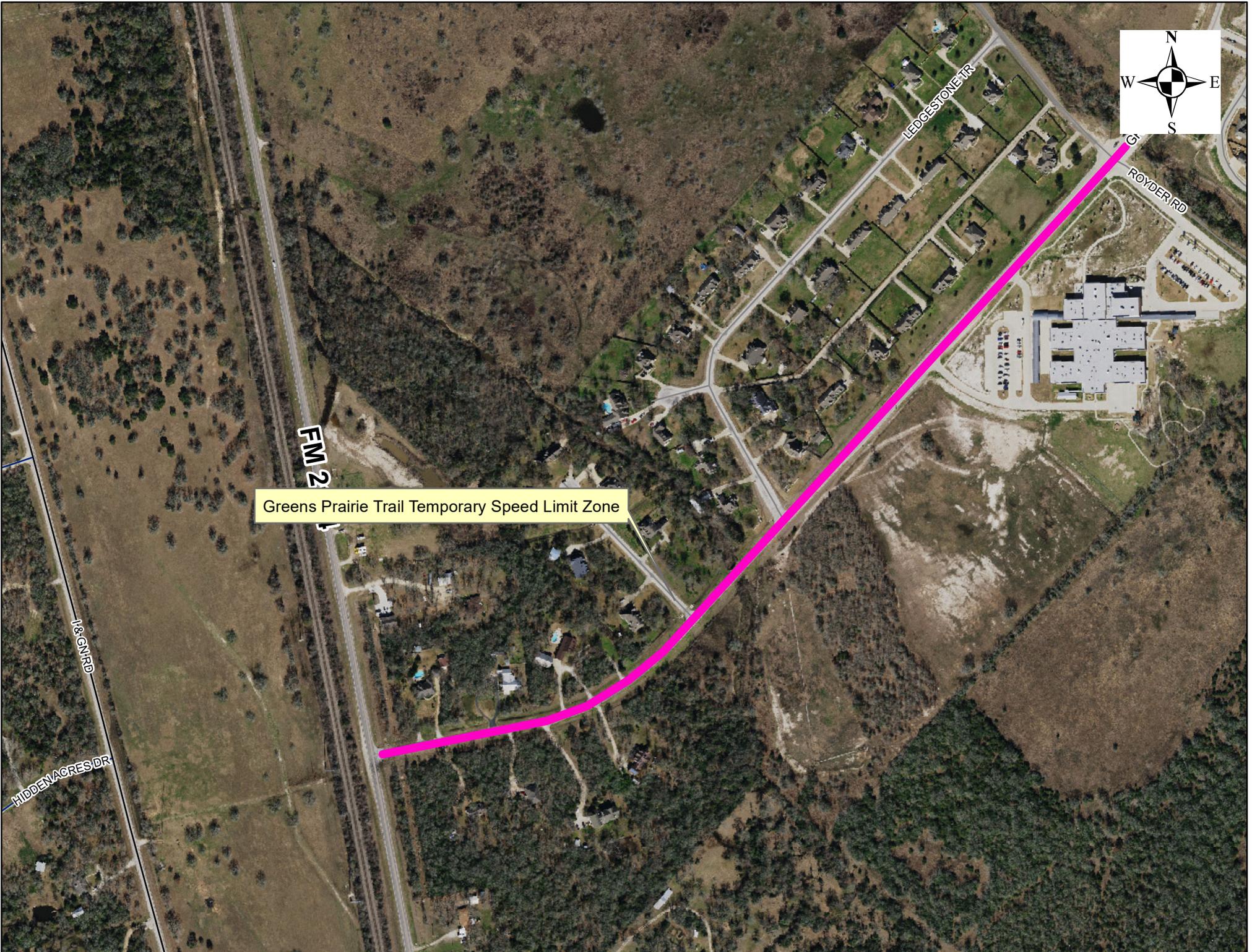
FM 2

LEDGESTONE TR

ROYDER RD

H & GN RD

HIDDEN ACRES DR



ORDINANCE NO. _____

AN ORDINANCE TEMPORARILY AMENDING CHAPTER 10, “TRAFFIC CODE”, SECTION 3, “SPEED LIMITS”, SUBSECTION F, “TEMPORARY SPEED LIMITS ESTABLISHED FOR CERTAIN DESCRIBED STREETS”, TRAFFIC SCHEDULE XIII, “TEMPORARY SPEED LIMITS”, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING BY ADDING GREENS PRAIRIE TRAIL - FOR EAST AND WEST BOUND FROM FM 2154 TO ROYDER ROAD, THE SPEED LIMIT SHALL BE TWENTY FIVE (25) MILES PER HOUR IN CONSTRUCTION AREAS WHEN POSTED. CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 10, “Traffic Code”, Section 3 “Speed Limits”, Subsection F (1) “Temporary Speed Limits Established For Certain Described Streets”, Traffic Schedule XIII, “Temporary Speed Limits”, of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

PART 2: 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 Hundred Dollars (\$200.00). 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 when proper speed limit signs are posted designating the speed limit and expires at the completion of the Greens Prairie Trail Widening Project

PASSED, ADOPTED and APPROVED this 22nd day of September, 2016.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT "A"

Chapter 10, "Traffic Code", Section 3 "Speed Limits", Subsection F (1) "Temporary Speed Limits Established For Certain Described Streets" of the Code of Ordinances of the City of College Station, Texas, is hereby temporarily amended by amending Traffic Schedule XIII to include:

Greens Prairie Trail - for east and west bound from FM 2154 to Royder Road, the speed limit shall be twenty five (25) miles per hour in construction zones when posted. After completion of the Greens Prairie Trial Widening Project and the temporary speed limit signs are removed, speed limits shall revert to those already established by ordinance. This ordinance does not repeal any other speed limit ordinances.



Legislation Details (With Text)

File #:	16-0577	Version:	1	Name:	SH30 / George Bush Dr. East Signal AFA
Type:	Agreement	Status:		Status:	Consent Agenda
File created:	9/5/2016	In control:		In control:	City Council Regular
On agenda:	9/22/2016	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on an Advance Funding Agreement (AFA) between the City of College Station and the State of Texas, acting through the Texas Department of Transportation (TXDOT).				
Sponsors:	Donald Harmon				
Indexes:					
Code sections:					
Attachments:	Ready Partial Execution_AFA-LF_SH30_v.08162016 ST 1615 Project Location Map- With Heading RES AFA lite at Bush & Hwy 30 2.pdf				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on an Advance Funding Agreement (AFA) between the City of College Station and the State of Texas, acting through the Texas Department of Transportation (TXDOT).

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: TXDOT identified the availability of Highway Safety Improvement Funds for the construction of signal improvements at the intersection of State Highway 30 (Harvey Rd) and George Bush Drive East. The City of College Station has contracted for the design of the signal improvements and will submit the completed plans to TXDOT for a scheduled January 2017 letting.

Budget & Financial Summary: A budget of \$75,000 is included in the Streets Capital Improvement Projects Fund for the City's portion of the estimated costs related to this AFA.

Attachments:

1. AFA
2. Resolution
3. Project Location Map

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For A Hazard Elimination/Safety Project –
Traffic Signals and Pedestrian Improvements
On System**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the “State”, and the City of College Station, acting by and through its duly authorized officials, called the “Local Government.”

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 114491, authorizing the State to undertake and complete a highway improvement generally described as Construct traffic signals and pedestrian facilities improvements at the intersection of SH 30 and George Bush Drive. The installation of traffic signals along with sidewalks and ADA ramps will be part of the pedestrian improvements called the “Project”; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 2016, which is attached to and made a part of this agreement as Attachment “A” for the improvement covered by this agreement. A map showing the Project location appears in Attachment B which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Scope of Work

Construct traffic signals and pedestrian facilities improvements at the intersection of SH 30 and George Bush Drive. The installation of traffic signals along with sidewalks and ADA ramps will be part of the pedestrian improvements.

3. Local Project Sources and Uses of Funds

A. The total estimated cost of the Project is shown in the Project Budget – Attachment C, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties are shown in Attachment C. The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

C. The Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, otherwise provided for in this agreement or approved otherwise in an amendment to this agreement. Where Special Approval has been granted by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.

F. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the

Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

G. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied by the State to the Project.

H. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If after final Project accounting any excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

I. The State will not pay interest on any funds provided by the Local Government.

J. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.

K. If the Project has been approved for a specified percentage or a "periodic payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.

L. If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

M. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.

N. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract.

Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

4. Termination of this Agreement

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

7. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
- B. The State Government is responsible for the cost of any environmental problem's mitigation and remediation.
- C. The State Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- D. The State Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.

E. Before the advertisement for bids, the State shall have written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. The State will use its approved contract letting and award procedures to let and award the construction contract.
- C. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- D. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property

The State is responsible for the provision and acquisition of any needed right of way or real property.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

Local Government: City Manager City of College Station P.O. Box 9960 College Station, Texas 77842	State: Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701
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15. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the Federal Highway Administration to be pertinent to ascertain

compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Local Government under the contract until the Local Government complies and/or
- b. cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event an Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Local Government may request the Texas Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

24. Disadvantaged Business Enterprise (DBE) Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the

Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify

and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

28. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform/>; and
3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

30. Non-Discrimination Provisions

A. Relocation Assistance: The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects.

B. Disability:

a. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. Seq.), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27.

b. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by the Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

C. Age: The Age Discrimination Act of 1974, as amended, (42 U.S.C. § 6101 et. Seq.), prohibits discrimination on the basis of age.

D. Race, Creed, Color, National Origin, or Sex:

a. The Airport and Airway Improvement Act of 1982 (49 U.S.C. § 4.71, Section 4.7123), as amended, prohibits discrimination based on race, creed, color, national origin, or sex.

b. The Federal Aviation Administration's Nondiscrimination state (4 U.S.C. § 47123) prohibits discrimination on the basis of race, color, national origin, and sex.

c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et. seq.), prohibits discrimination on the basis of sex.

d. Title IX of the Education Amendments of 1972, as amended, prohibits discrimination because of sex in education program or activities (20 U.S.C. 1681 et. seq.).

E. Civil Rights Restoration Act: The Civil Rights Restoration Act of 1987 (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs and activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not.

F. Minority Populations: Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority and low-income populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

G. Limited English Proficiency: Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure

compliance with Title VI, the Engineer must take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100).

31. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date

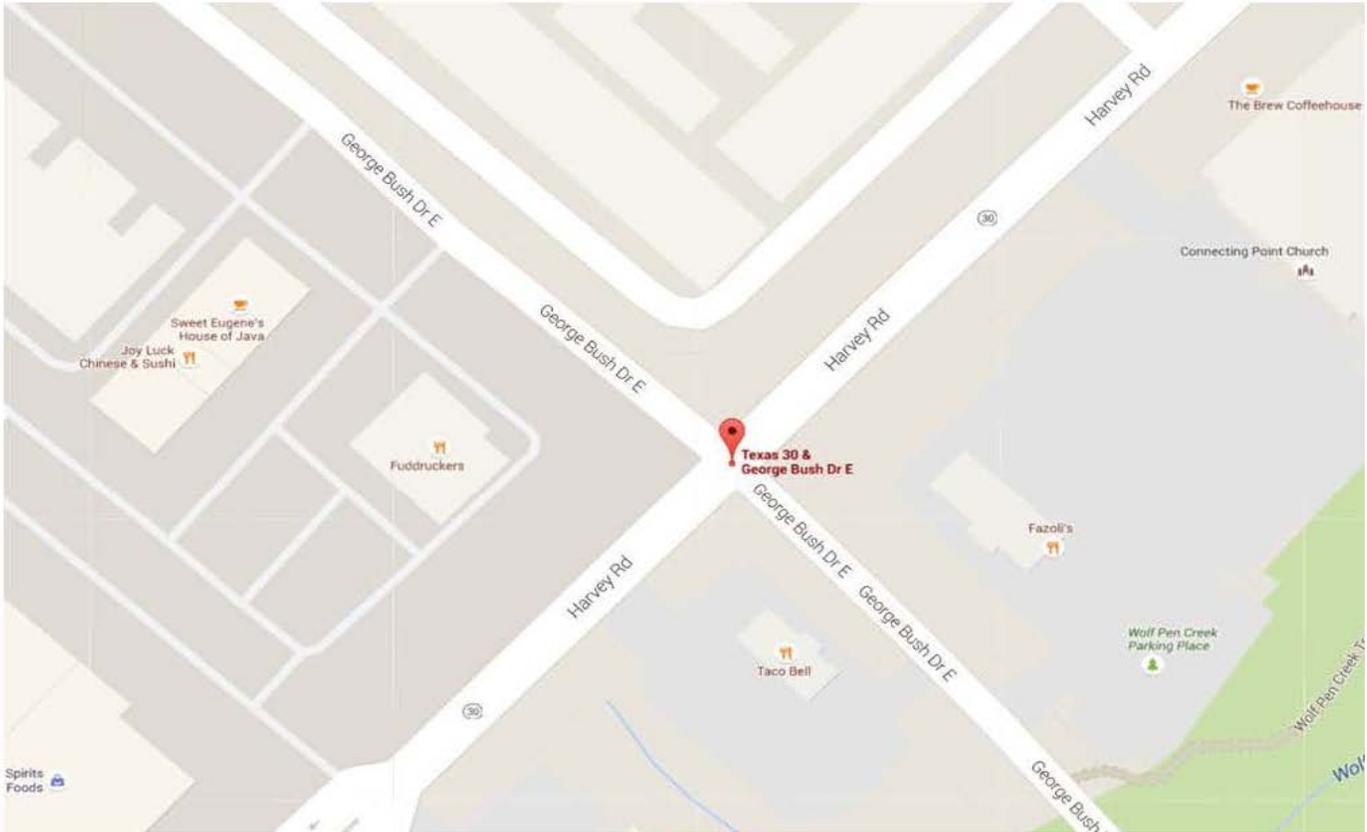
CSJ #2446-01-027
District # 17-Bryan
Code Chart 64 # 09050
Project: SH 30 and George Bush Drive East
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA # 20.205
Not Research and Development

Attachment A
Resolution or Ordinance

CSJ #2446-01-027
District # 17-Bryan
Code Chart 64 # 09050
Project: SH 30 and George Bush Drive East
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA # 20.205
Not Research and Development

ATTACHMENT B

LOCATION MAP OF PROPOSED WORK



ATTACHMENT C
SH 30 and George Bush Drive East (CSJ-2446-01-027)
PROJECT BUDGET

Cost will be allocated based on **90%** Federal Funding and **10%** State funding until the Federal/State funding reaches the maximum obligated amount. The Local Government will then be responsible for **100%** of the costs.

Description	Total Estimated	Federal Participation		State Participation		Local Participation	
	Cost	%	Cost	%	Cost	%	Cost
Engineering (By LG)	\$27,685.00	0%	\$0.00	0%	\$0.00	100%	\$27,685.00
Construction (By State)	\$287,920.00	90%	\$259,128.00	10%	\$28,792.00	0%	\$0.00
Construction (By State)	\$30,000.00	0%	\$0.00	0%	\$0.00	100%	\$30,000.00
Subtotal	\$345,605.00		\$259,128.00		\$28,792.00		\$57,685.00
Construction (Direct State Cost)	\$30,232.00	90%	\$27,208.80	10%	\$3,023.20	0%	\$0.00
Utilities (Direct State Cost)	\$864.00	90%	\$777.60	10%	\$86.40	0%	\$0.00
Environmental (Direct State Cost)	\$4,319.00	90%	\$3,887.10	10%	\$431.90	0%	\$0.00
Engineering (Direct State Cost)	\$6,478.00	90%	\$5,830.20	10%	\$647.80	0%	\$0.00
Right of Way (Direct State Cost)	\$1,296.00	90%	\$1,166.40	10%	\$129.60	0%	\$0.00
Indirect State Costs (6.38%)	\$18,370.00	0%	\$0.00	100%	\$18,370.00	0%	\$0.00
TOTAL	\$407,164.00		\$297,998.10		\$51,480.90		\$57,685.00

Initial payment by the Local Government to the State: **\$0.00**

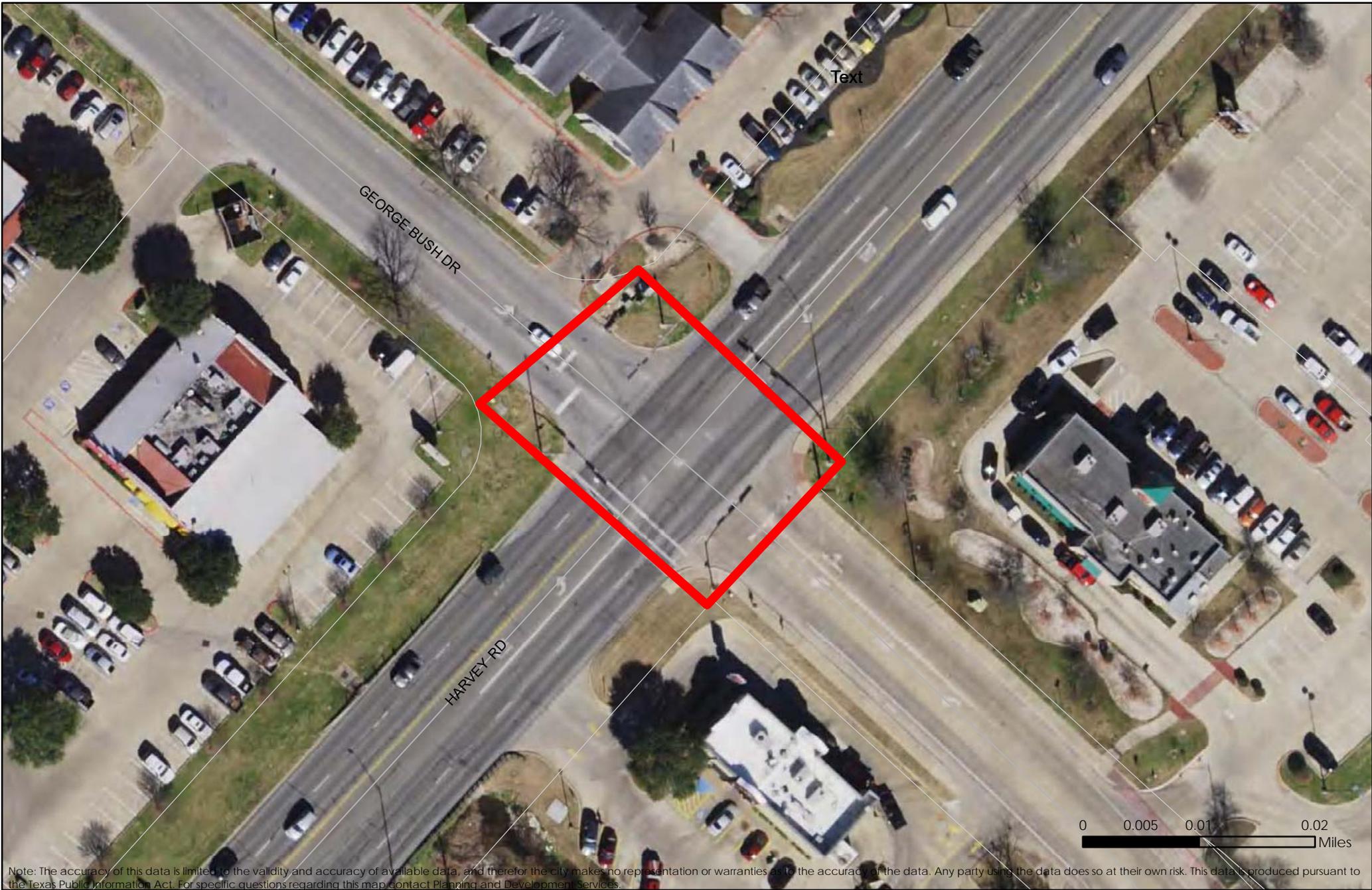
Payment by the Local Government to the State before construction: **\$30,000.00**

Estimated total payment by the Local Government to the State: **\$30,000.00**

This is an estimate. The final amount of Local Government participation will be based on actual costs.

ST-1615

SH 30 (Harvey Rd) at George Bush Drive East Signal Improvements Project



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AN ADVANCED FUNDING AGREEMENT WITH THE STATE OF TEXAS ACTING THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION (“TXDoT”) AUTHORIZING THE EXPENDITURE OF \$30,000.00 FOR CERTAIN PUBLIC ROADWAY IMPROVEMENTS INCLUDING AESTHETIC AND OPERATIONAL ENHANDCEMENTS TO CONSTRUCTION OF TRAFFIC SIGNAL IMPROVEMENTS AT STATE HIGHWAY 30 (AKA HARVEY ROAD) AND GEORGE BUSH DRIVE EAST; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER.

WHEREAS, TXDoT has deemed it necessary to make certain highway improvements at the interchange of State Highway 30 (Harvey Road) and George Bush Drive East including reconstructing traffic signals, lighting, pavement markings and pedestrian and bicycle facility improvements (the “Project”); and

WHEREAS, the City Council of the City of College Station, Texas, desires to participate in said Project by funding portions of the Project including traffic signals with aesthetic and operational enhancements; and which include installation of traffic signals as part of the Project; and by entering into this Advance Funding Agreement for a Hazard Elimination/Safety Project-Traffic Signals and Pedestrian Improvements on System; now, therefore,

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

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

PART 2: That the City Council hereby approves an agreement with TXDoT for the City to contribute an amount not to exceed \$30,000.00 for the costs associated with the City’s share of the Project as set forth in the Advance Funding Agreement for a Hazard Elimination/Safety Project-Traffic Signals and Pedestrian Improvements on System as set forth in Exhibit “A” attached hereto.

PART 3: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 22nd day of September, A.D. 2016.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney



Legislation Details (With Text)

File #: 16-0578 **Version:** 1 **Name:** Fm2818 / Longmire Signal AFA
Type: Agreement **Status:** Consent Agenda
File created: 9/5/2016 **In control:** City Council Regular
On agenda: 9/22/2016 **Final action:**
Title: Presentation, possible action, and discussion on approval of an Advanced Funding Agreement (AFA) between the City of College Station and the State of Texas, acting through the Texas Department of Transportation (TXDOT) for drive signal improvements at the intersection of FM 2818 and Longmire Drive.
Sponsors: Donald Harmon
Indexes:
Code sections:
Attachments: [Ready Partial Execution_AFA-LF_FM2818_v.08162016](#)
[ST1616 Location Map- with Heading](#)
[RES AFA lite at FM 2818 & Longmire 2.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approval of an Advanced Funding Agreement (AFA) between the City of College Station and the State of Texas, acting through the Texas Department of Transportation (TXDOT) for drive signal improvements at the intersection of FM 2818 and Longmire Drive.

Relationship to Strategic Goals:

- Core Services and Infrastructure

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

Summary: TXDOT identified the availability of Highway Safety Improvement Funds for the construction of signal improvements at the intersection of FM 2818 and Longmire Drive. The City of College Station has contracted for the design of the signal improvements and will submit the completed plans to TXDOT for a scheduled January 2017 letting.

Budget & Financial Summary: A budget of \$75,000 is included in the Streets Capital Improvement Projects Fund for the City's portion of the estimated costs related to this AFA.

Legal Review: Yes.

Attachments:

1. AFA
2. Resolution
3. Project Location Map

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
Hazard Elimination/Safety Project –
Traffic Signals and Pedestrian Improvements
On System**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the “State”, and the **City of College Station**, acting by and through its duly authorized officials, called the “Local Government.”

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 114491, authorizing the State to undertake and complete a highway improvement generally described as Safety work consisting of Traffic Signals Improvements called the “Project”; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20 **16**, which is attached to and made a part of this agreement as Attachment “A” for the improvement covered by this agreement. A map showing the Project location appears in Attachment “B,” which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Scope of Work

Work will consist of the construction and installation of traffic signals and pedestrian facilities improvements at the intersection of FM 2818 and Longmire Road. The installation of traffic signals along with sidewalks and ADA ramps will be part of the improvements.

3. Local Project Sources and Uses of Funds

A. The total estimated cost of the Project is shown in the Project Budget – Attachment “C”, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties are shown in Attachment “C”. The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

C. The Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, otherwise provided for in this agreement or approved otherwise in an amendment to this agreement. Where Special Approval has been granted by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.

F. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this

amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

G. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied by the State to the Project.

H. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If after final Project accounting any excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

I. The State will not pay interest on any funds provided by the Local Government.

J. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.

K. If the Project has been approved for a specified percentage or a "periodic payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.

L. If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

M. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.

N. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

4. Termination of this Agreement

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- A.** The agreement is terminated in writing with the mutual consent of the parties;
- B.** The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C.** The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D.** The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

7. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
- B. The State is responsible for the cost of any environmental problem's mitigation and remediation.
- C. The State Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- D. The State Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
- E. Before the advertisement for bids, the State shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract.

In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. The State will use its approved contract letting and award procedures to let and award the construction contract.

C. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

D. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property

The State is responsible for the provision and acquisition of any needed right of way or real property.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City Manager City of College Station P.O. Box 9960 College Station, Texas 77842	Director of Contract Services Office Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the

FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

- A. Compliance with Regulations:** The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time.
- B. Nondiscrimination:** The Local Government, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports:** The Local Government shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant there to, and will permit access to its books, records, accounts, other sources of information, and facilities as compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance:** In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Local Government under the contract until the Local Government complies and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions:** The Local Government will include the provisions of paragraphs (A) through (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event an Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Local

Government may request the Texas Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

24. Disadvantaged Business Enterprise (DBE) Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address

http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance

Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A.** No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C.** The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

28. Federal Funding Accountability and Transparency Act Requirements

- A.** Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

30. Non-Discrimination Provisions

A. Relocation Assistance: The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects.

B. Disability:

- a. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. Seq.), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27.
- b. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and

private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by the Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

C. Age: The Age Discrimination Act of 1974, as amended, (42 U.S.C. § 6101 et. Seq.), prohibits discrimination on the basis of age.

D. Race, Creed, Color, National Origin, or Sex:

a. The Airport and Airway Improvement Act of 1982 (49 U.S.C. § 4.71, Section 4.7123), as amended, prohibits discrimination based on race, creed, color, national origin, or sex.

b. The Federal Aviation Administration's Nondiscrimination state (4 U.S.C. § 47123) prohibits discrimination on the basis of race, color, national origin, and sex.

c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et. seq.), prohibits discrimination on the basis of sex.

d. Title IX of the Education Amendments of 1972, as amended, prohibits discrimination because of sex in education program or activities (20 U.S.C. 1681 et. seq.).

E. Civil Rights Restoration Act: The Civil Rights Restoration Act of 1987 (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs and activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not.

F. Minority Populations: Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority and low-income populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

G. Limited English Proficiency: Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the Engineer must take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100).

31. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ #2399-01-076
District # 17-Bryan
Code Chart 64 # 09050
Project: FM 2818 and Longmire Road Improvements
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA # 20.205
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date

CSJ #2399-01-076
District # 17-Bryan
Code Chart 64 # 09050
Project: FM 2818 and Longmire Road Improvements
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA # 20.205
Not Research and Development

**ATTACHMENT A
RESOLUTION OR ORDINANCE**

CSJ #2399-01-076
District # 17-Bryan
Code Chart 64 # 09050
Project: FM 2818 and Longmire Road Improvements
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA # 20.205
Not Research and Development

ATTACHMENT B LOCATION MAP OF PROPOSED WORK



ATTACHMENT C
FM 2818 and Longmire Road (CSJ-2399-01-076)
PROJECT BUDGET

Cost will be allocated based on **90%** Federal Funding and **10%** State funding until the federal/state funding reaches the maximum obligated amount. The Local Government will then be responsible for **100%** of the costs.

Description	Total Estimated	Federal Participation		State Participation		Local Participation	
	Cost	%	Cost	%	Cost	%	Cost
Engineering (By LG)	\$25,067.00	0%	\$0.00	0%	\$0.00	100%	\$25,067.00
Construction (By State)	\$260,695.00	90%	\$234,625.50	10%	\$26,069.50	0%	\$0.00
Construction (By State)	\$30,000.00	0%	\$0.00	0%	\$0.00	100%	\$30,000.00
Subtotal	\$315,762.00		\$234,625.50		\$26,069.50		\$55,067.00
Construction (Direct State Cost)	\$27,373.00	90%	\$24,635.70	10%	\$2,737.30	0%	\$0.00
Utilities (Direct State Cost)	\$782.00	90%	\$703.80	10%	\$78.20	0%	\$0.00
Environmental (Direct State Cost)	\$3,910.00	90%	\$3,519.00	10%	\$391.00	0%	\$0.00
Engineering (Direct State Cost)	\$5,866.00	90%	\$5,279.40	10%	\$586.60	0%	\$0.00
Right of Way (Direct State Cost)	\$1,173.00	90%	\$1,055.70	10%	\$117.30	0%	\$0.00
Indirect State Costs (6.38%)	\$16,632.00	0%	\$0.00	100%	\$16,632.00	0%	\$0.00
TOTAL	\$371,498.00		\$269,819.10		\$46,611.90		\$55,067.00

Initial payment by the Local Government to the State: **\$0.00**

Payment by the Local Government to the State before construction: **\$30,000.00**

Estimated total payment by the Local Government to the State: **\$30,000.00**

This is an estimate. The final amount of Local Government participation will be based on actual costs.

ST-1616
Longmire Dr at FM 2818 (Harvey Mitchell Parkway)
Signal Improvements Project



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AN ADVANCED FUNDING AGREEMENT WITH THE STATE OF TEXAS ACTING THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION (“TXDoT”) AUTHORIZING THE EXPENDITURE OF \$30,000.00 FOR CERTAIN PUBLIC ROADWAY IMPROVEMENTS INCLUDING AESTHETIC AND OPERATIONAL ENHANCEMENTS TO CONSTRUCTION OF TRAFFIC SIGNAL IMPROVEMENTS AT FARM TO MARKET ROAD 2818 (AKA HARVEY MITCHELL PARKWAY) AND LONGMIRE DRIVE; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER.

WHEREAS, TXDoT has deemed it necessary to make certain highway improvements at the interchange of Farm to Market Road 2818 (Harvey Mitchell Parkway) and Longmire Drive including reconstructing traffic signals, lighting, pavement markings and pedestrian and bicycle facility improvements (the “Project”); and

WHEREAS, the City Council of the City of College Station, Texas, desires to participate in said Project by funding portions of the Project including traffic signals with aesthetic and operational enhancements; and which include installation of traffic signals as part of the Project; and by entering into this Advance Funding Agreement for Hazard Elimination/Safety Project-Traffic Signals and Pedestrian Improvements on System; now, therefore,

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

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

PART 2: That the City Council hereby approves an agreement with TXDoT for the City to contribute an amount not to exceed \$30,000.00 for the costs associated with the City’s share of the Project as set forth in the Advance Funding Agreement for Hazard Elimination/Safety Project-Traffic Signals and Pedestrian Improvements on System as set forth in Exhibit “A” attached hereto.

PART 3: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 22nd day of September, A.D. 2016.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney



Legislation Details (With Text)

File #: 16-0579 **Version:** 1 **Name:** Market / Cottage 4-Way Stop
Type: Ordinance **Status:** Consent Agenda
File created: 9/5/2016 **In control:** City Council Regular
On agenda: 9/22/2016 **Final action:**
Title: Presentation, possible action, and discussion on an ordinance amending Chapter 10, "Traffic Code", Section 2 "Traffic Control Devices", C "Four-Way Stop Intersections", Traffic Schedule II - "Four-Way Stop Intersections", of the Code of Ordinances of the City of College Station, Texas, by implementing an all-way stop control intersections at the intersections of Market Street at Cottage Lane.
Sponsors: Troy Rother
Indexes:
Code sections:
Attachments: [4-Way Stop - Ordinance - Market Street @ Cottage Lane](#)
[4-Way Stop - Map - Market Street @ Cottage Lane](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on an ordinance amending Chapter 10, "Traffic Code", Section 2 "Traffic Control Devices", C "Four-Way Stop Intersections", Traffic Schedule II - "Four-Way Stop Intersections", of the Code of Ordinances of the City of College Station, Texas, by implementing an all-way stop control intersections at the intersections of Market Street at Cottage Lane.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: This ordinance codifies a 4-way stop at the intersection of Market Street with Cottage Lane. An all-way stop is warranted at this intersection in order to meet driver expectations.

Due to driver confusion and increasing volume on Market Street and Cottage Lane, citizens in the area asked the Traffic Engineer to determine if this intersection should be a 4-way stop. Upon investigation, Traffic Engineering determined that this intersection was creating driver confusion because two of the conflicting legs of this intersection are private roadways and by state statute these roadways must yield to public streets. Therefore, based upon Traffic Engineering's evaluation, the City of College Station Traffic Management Team recommends implementing an all-way stop at this intersection.

Budget & Financial Summary: : The installation of the Stop signs and Stop Bars is covered in the traffic operations budget.

Attachments:

1. Ordinance
2. Location Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, “TRAFFIC CODE”, SECTION 2 “TRAFFIC CONTROL DEVICES”, C “FOUR-WAY STOP INTERSECTIONS”, TRAFFIC SCHEDULE II – “FOUR-WAY STOP INTERSECTIONS”, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BE AMENDED BY ADDING MARKET STREET AT COTTAGE LANE 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 amending Chapter 10, “Traffic Code”, Section 2 “Traffic Control Devices”, C “Four-Way Stop Intersections”, Traffic Schedule II – “Four-Way Stop Intersections”, of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Hundred Dollars (\$200.00). 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 22nd day of September, 2016.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT “A”

That Chapter 10, “Traffic Code”, Section 2 “Traffic Control Devices”, C “Four-Way Stop Intersections”, Traffic Schedule II – “Four-Way Stop Intersections” is amended to include the following:

Market Street at Cottage Lane

Proposed 4-Way Stop at the intersection of Market Street with Cottage Lane.





Legislation Details (With Text)

File #:	16-0580	Version:	1	Name:	U-Turn Prohibition Holleman South / Market
Type:	Ordinance	Status:		Status:	Consent Agenda
File created:	9/5/2016	In control:		In control:	City Council Regular
On agenda:	9/22/2016	Final action:		Final action:	
Title:	Presentation, possible action, and discussion on an ordinance amending Chapter 10, "Traffic Code", Section 2 "Traffic Control Devices", N "U-turn prohibitions", Traffic Schedule XI - "No U-turns" to prohibit U-turns for southeast bound Holleman Drive South at the intersection of Holleman Drive South and Market Street.				
Sponsors:	Troy Rother				
Indexes:					
Code sections:					
Attachments:	No U-Turn - Ordinance - Holleman Drive South at Market Street No U-Turn - Map - Holleman Drive South at Market Street				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on an ordinance amending Chapter 10, "Traffic Code", Section 2 "Traffic Control Devices", N "U-turn prohibitions", Traffic Schedule XI - "No U-turns" to prohibit U-turns for southeast bound Holleman Drive South at the intersection of Holleman Drive South and Market Street.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: This ordinance prohibits U-turns for vehicles traveling southeast bound on Holleman Drive South at the intersection of Holleman Drive South at Market Street.

The College Station Police Department asked Traffic Engineering to evaluate a need to prohibit U-Turns at the intersection of Holleman Drive South at Market Street. Based upon Traffic Engineering's Evaluation, there is not sufficient pavement width for U-Turning vehicles to complete a U-Turn movement without going up over the curb or backing up and making a multipoint turn. This limited space has resulted in multiple vehicles going over the curb which has caused damage to the pavement and which has cause vehicles to get stuck on the curb when their vehicle wheel got stuck in a hole in the grass next to the curb that has been formed as a result of U-Turning vehicles.

Based upon Traffic Engineering's Evaluation, the Traffic Management Team recommends approving this ordinance.

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

Attachments:

1. Ordinance
2. Location map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, “TRAFFIC CODE”, SECTION 2 “TRAFFIC CONTROL DEVICES”, N “U-TURN PROHIBITIONS”, TRAFFIC SCHEDULE XI – “NO U-TURNS”, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY PROHIBITING U-TURNS FOR SOUTHEAST BOUND HOLLEMAN DRIVE SOUTH AT MARKET STREET; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 10, “Traffic Code”, Section 2 “Traffic Control Devices”, N “U-turn prohibitions”, Traffic Schedule XI – “No U-turns” be amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Hundred Dollars (\$200.00). 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 22nd day of September, 2016.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

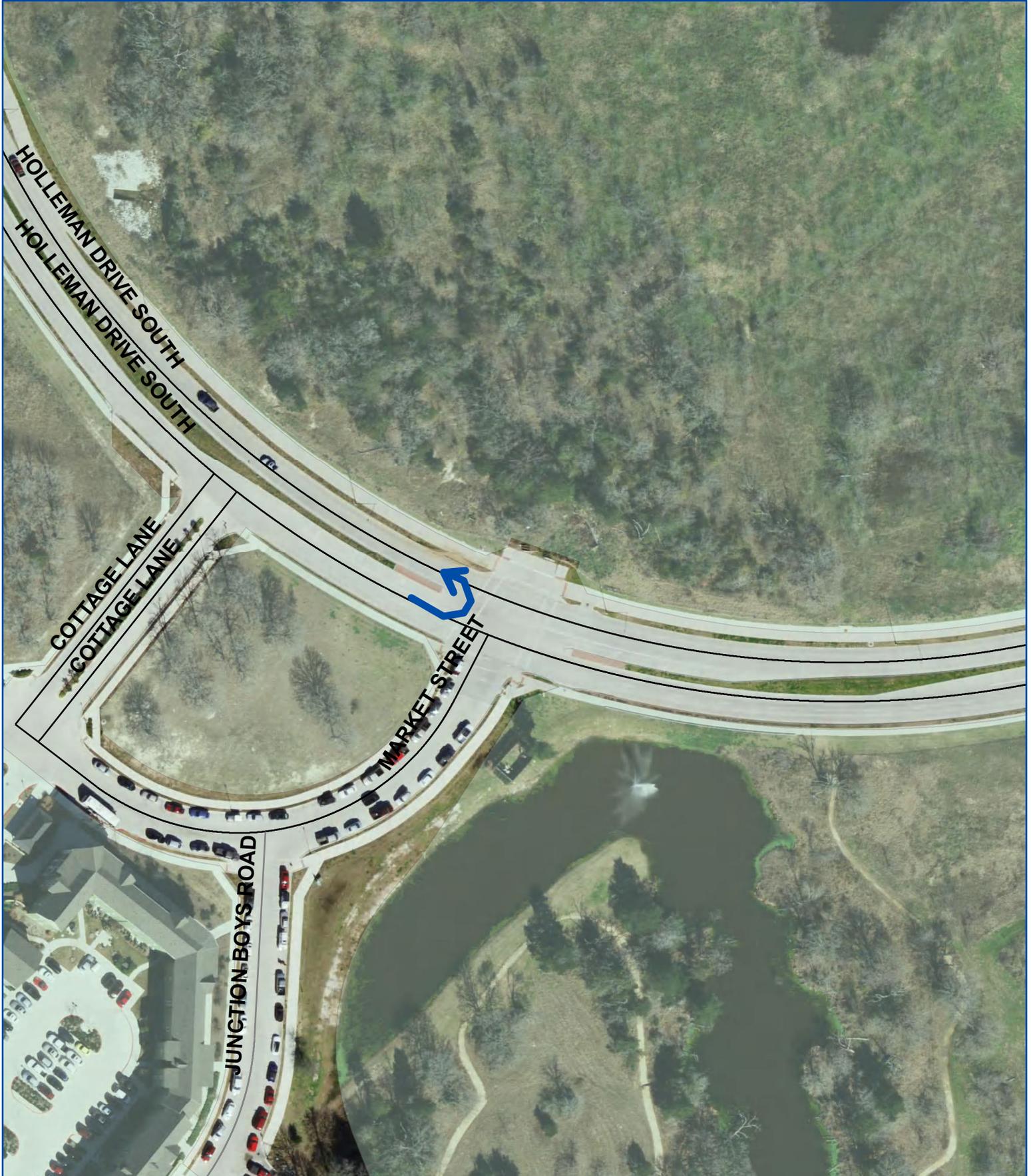
EXHIBIT “A”

That Chapter 10, “Traffic Code”, Section 2 “Traffic Control Devices”, N “U-turn prohibitions”, Traffic Schedule XI – “No U-turns” is amended to include the following:

1. Holleman Drive South

- a. NO U-TURNS on southeast bound Holleman Drive South at the intersection of Holleman Drive South and Market Street.

Proposed U-Turn Prohibition for Southeast Holleman Drive South at Market Street



Proposed prohibited movements: 



Legislation Details (With Text)

File #: 16-0581 **Version:** 1 **Name:** No Parking - Market, Cottage, Junction Boys
Type: Ordinance **Status:** Consent Agenda
File created: 9/5/2016 **In control:** City Council Regular
On agenda: 9/22/2016 **Final action:**
Title: Presentation, possible action, and discussion on an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations of Certain Described Areas", (1) "Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime" by removing parking along Market Street, Cottage Lane, and Junction Boys Road.
Sponsors: Troy Rother
Indexes:
Code sections:
Attachments: [No Parking - Ordinance - Market, Cottage, Junction Boys](#)
[No Parking - Map - Market, Cottage, Junction](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on an ordinance amending Chapter 10, "Traffic Code", Section 4 "Administrative Adjudication of Parking Violations", E "Parking Regulations of Certain Described Areas", (1) "Traffic Schedule XIV - No Parking Here to Corner or No Parking Anytime" by removing parking along Market Street, Cottage Lane, and Junction Boys Road.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

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

Summary: The purpose of this ordinance is to remove parking along Market Street, Cottage Lane, and Junction Boys Road. As part of the traffic mitigation plan a traffic signal was designed and is being installed at the intersection of Market Street with Holleman Drive South. To provide safe and efficient operations at this Traffic Signal, the plans call for the removal of parking along Market Street.

Additionally, residents have requested that Traffic Engineering evaluate parking along Cottage Lane. This parking in the result of a desire of Texas A&M University Students that live south of this area to access the TAMU bus route that picks up in this area. With the construction of Junction Boys Road and parking removal along Market Street, additional parking removal is needed along Cottage Lane and along Junction Boys Road. Parking removal is needed along Cottage Lane to provide emergency vehicle access to the apartments that take access at the intersection of Cottage Lane with Market Street. And, parking removal is needed along the first 230 feet of Junction Boys Road to provide emergency vehicle access to apartments that take access off Junction Boys Road.

To improve safety, mobility, and emergency vehicle access along these streets, the City of College Station Traffic Management Team recommends approving this ordinance.

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

Attachments:

1. Ordinance
2. Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, “TRAFFIC CODE”, SECTION 4 “ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS”, E “PARKING REGULATIONS OF CERTAIN DESCRIBED AREAS”, (1) “TRAFFIC SCHEDULE XIV - NO PARKING HERE TO CORNER OR NO PARKING ANYTIME”, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY REMOVING PARKING ON MARKET STREET, COTTAGE LANE, AND JUNCTION BOYS DRIVE, BY PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Chapter 10, “Traffic Code”, Section 4 “Administrative Adjudication of Parking Violations”, E “Parking Regulations of Certain Described Areas”, (1) “Traffic Schedule XIV – No Parking Here to Corner or No Parking Anytime”, of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”**, attached hereto and made a part of this ordinance for all purposes.
- PART 2:** That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3:** That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed liable for a civil offense and/or guilty of a Class C misdemeanor, and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), or upon conviction thereof, shall be punished by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Said Ordinance becomes effective ten (10) days after date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 22nd day of September 2016.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT “A”

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

1. Junction Boys Road – Any Time

- a. Northbound travel direction – No parking any time along Junction Boys Road from 230 feet south of the intersection with Market Street to the intersection with Market Street.
- b. Southbound travel direction – No parking any time along Junction Boys Road from the intersection with Market Street to 230 feet south of the intersection with Market Street.

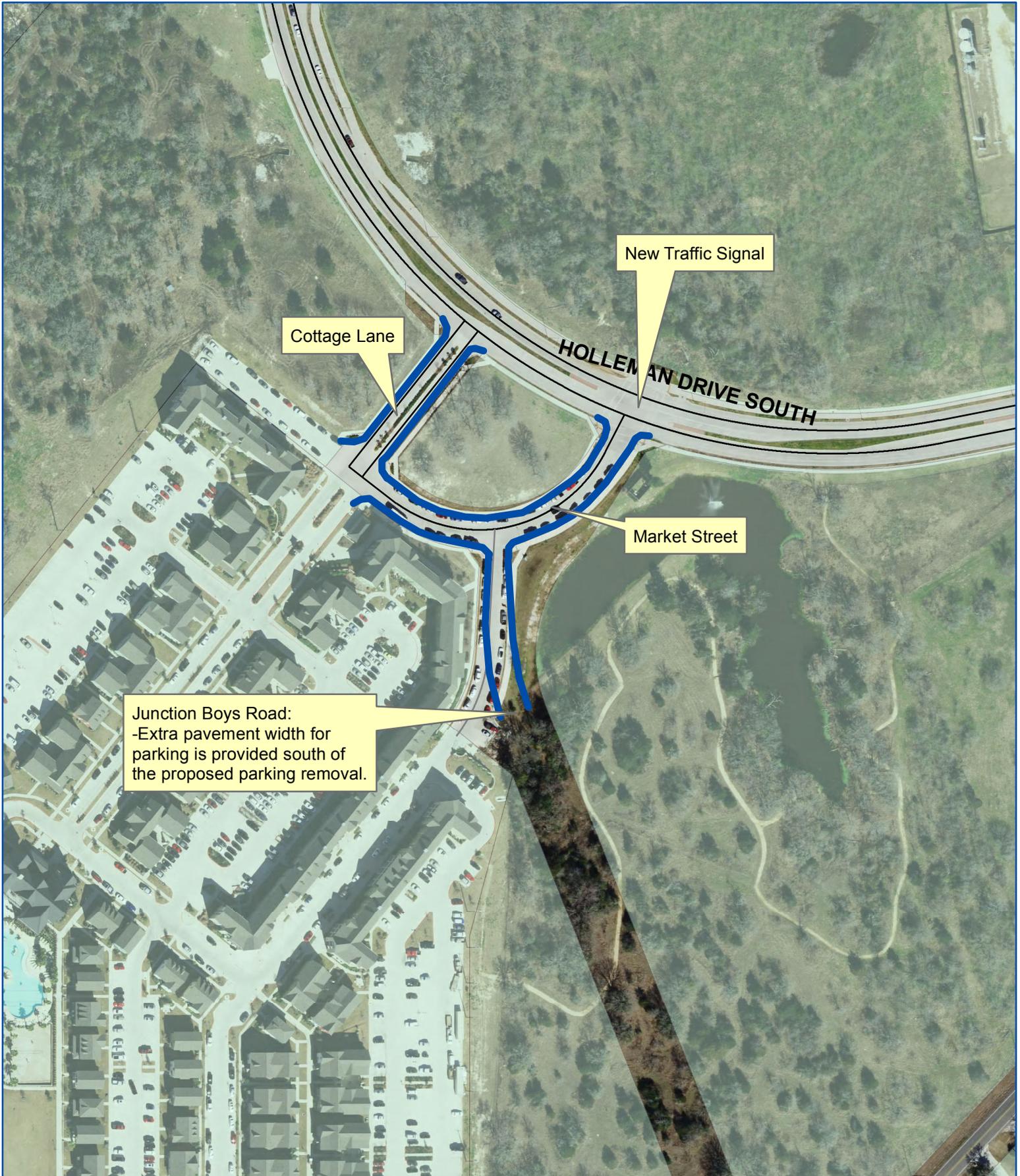
2. Market Street – Any Time

- a. Eastbound travel direction – No parking any time along Market Street from the intersection with Cottage Lane to the intersection with Holleman Drive South.
- b. Westbound travel direction – No parking any time along Market Street from the intersection with Holleman Drive South to the intersection with Cottage Lane.

3. Cottage Lane – Any Time

- a. Northeast travel direction – No parking any time along Cottage Lane from the intersection with Market Street to the intersection with Holleman Drive South.
- b. Southwest travel direction – No parking any time along Cottage Lane from the intersection with Holleman Drive South to the intersection with Market Street.

Proposed No Parking along Market Street, Cottage Lane, and Junction Boys Road.



No Parking ANY TIME: 



Legislation Details (With Text)

File #: 16-0582 **Version:** 1 **Name:** Xpedient Mail
Type: Presentation **Status:** Consent Agenda
File created: 9/6/2016 **In control:** City Council Regular
On agenda: 9/22/2016 **Final action:**
Title: Presentation, possible action, and discussion regarding a contract renewal with Xpedient Mail for printing and mailing utility bills, late notices and inserts not to exceed \$230,000.
Sponsors: Mary Ellen Leonard
Indexes:
Code sections:
Attachments: [Contract 15300340 Xpedient Mail Ren1](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding a contract renewal with Xpedient Mail for printing and mailing utility bills, late notices and inserts not to exceed \$230,000.

Relationship to Strategic Goals:

- Financially Sustainable City
- Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the contract with Xpedient Mail.

Summary: July 2015, an RFP process was conducted to select a vendor to provide utility bill printing and mailing services. Xpedient Mail was selected out of the twelve (12) responses received and a contract was approved by City Council on September 21, 2015. Xpedient Mail has performed satisfactorily during the initial contract term; therefore, it would be in the City’s best interest to renew the contract for another one (1) year term in accordance with the original contract terms, conditions and pricing. This is the first of two (2) possible one (1) year renewal options. Services: Using the base bill product from the City’s ERP software, Xpedient Mail produces, prints and mails utility bills, late notices and inserts. Additionally, the City is provided with an exact duplicate (image) of each bill. Currently 28,516 bills are mailed out per month which is 53% of the total 44,000 bills generated each month.

Budget & Financial Summary: FY 2017 actual expenses will depend upon the volume of utility bills, late notices and inserts that are produced and mailed to customers. Funds are budgeted and available in the Utility Customer Service and the Public Communications budget.

Reviewed and Approved by Legal: Yes

Attachments: Contract is available for review at the City Secretary’s office.

RENEWAL 1 ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract 15300340 for Printing, Inserting and Mailing Utility Bills in accordance with all terms and conditions previously agreed to and accepted for an amount not to exceed Two Hundred Thirty Thousand and No/100 Dollars (\$230,000.00).

I understand this renewal term will be for the period beginning October 1, 2016 through September 30, 2017. This is the first of two possible renewals.

Xpedient Mail

By: 
Printed Name: Brandon Warlick
Title: President
Date: 8/18/16

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/4/2015

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

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

PRODUCER BancorpSouth Insurance Services, Inc. 3310 N. University Drive Nacogdoches TX 75965	CONTACT NAME: Community Insurance Solutions PHONE (A/C, No, Ext): 855-377-1529 E-MAIL ADDRESS: cis@bxsi.com FAX (A/C, No): 225-490-9226
	INSURER(S) AFFORDING COVERAGE
INSURED SUNBBUS-03 Sunbelt Business Graphics, Inc Xpedient Mail P.O. Box 632099 Nacogdoches TX 75963-2099	INSURER A: Continental Casualty Company NAIC # 20443
	INSURER B: Continental Insurance Company 35289
	INSURER C: American Casualty Company of Readin 20427
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2116864255 **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"/> COMMERCIAL GENERAL LIABILITY <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 type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	5094926903	1/1/2015	1/1/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	5094910264	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	5094967385	2/9/2015	2/9/2016	<input 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

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

The City of College Station, its officials, employees and volunteers, are named as Additional Insureds with a Waiver of Subrogation under the General Liability and Auto Liability policies. General Liability and Auto Liability policies are primary and non-contributory. Workers Compensation includes waiver of subrogation in favor of certificate holder when required by written contract but in no event shall coverage exceed the limits, terms or conditions of the policy. 30 Day Notice of Cancellation is provided when required by Written Contract except in the event of cancellation for Non-Payment of Premium.

CERTIFICATE HOLDER **CANCELLATION**

City of College Station 1101 Texas Avenue College Station TX 77840-	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 INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Xpedient Mail
Bryan, TX United States

Certificate Number:
2016-105403

Date Filed:
08/29/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

College Station Utilities

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

15300340
Printing and Mailing Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Warlick, Brandon	College Station, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Brandon Warlick
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Brandon Warlick, this the 29th day of August, 2016, to certify which, witness my hand and seal of office.

Vicki L. Fisher Signature of officer administering oath
Vicki L. Fisher Printed name of officer administering oath
Notary Public, State of Texas Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Xpedient Mail
 Bryan, TX United States

Certificate Number:
 2016-105403

Date Filed:
 08/29/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 College Station Utilities

Date Acknowledged:
 09/02/2016 *LDD*

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 15300340
 Printing and Mailing Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Warlick, Brandon	College Station, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



Legislation Details (With Text)

File #:	16-0591	Version:	1	Name:	Resolution to Set Public Hearing on Roadway Impact Fees
Type:	Resolution	Status:		Status:	Consent Agenda
File created:	9/7/2016	In control:		In control:	City Council Regular
On agenda:	9/22/2016	Final action:		Final action:	
Title:	Presentation, possible action, and discussion regarding approving a Resolution setting a public hearing to consider the imposition of Roadway Impact Fees.				
Sponsors:	Alan Gibbs				
Indexes:					
Code sections:					
Attachments:	Resolution				

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding approving a Resolution setting a public hearing to consider the imposition of Roadway Impact Fees.

Relationship to Strategic Goals:

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

Recommendation(s): Staff recommends approval.

Summary: This resolution sets the date and time for a public hearing on roadway impact fees for November 10th at the City Council Regular Meeting. Last year, the City Council directed staff to bring forward contracts for engineering firms to perform studies regarding possible implementation of impact fees for water, wastewater, and roadways. On January 28th, the City Council approved a contract with Kimley-Horn and Associates, Inc. for the roadway impact fee study. Earlier this summer Council approved a resolution calling for a public hearing, and later held a public hearing and adopted the land use assumptions and capital improvements plan associated with roadway impact fees. Now, in accordance with the law, a resolution must be approved by City Council to call for a public hearing date to consider an ordinance imposing roadway impact fees. As you may recall, the statute requires the City be divided into several roadway impact fee areas. We have divided the City into four quadrants. Both the public hearing and consideration of the roadway impact fee ordinance is scheduled for Thursday, November 10th.

Budget & Financial Summary: N/A

Legal Review: Yes

Attachments:

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SETTING A PUBLIC HEARING DATE OF NOVEMBER 10, 2016 FOR CONSIDERATION OF THE IMPOSITION OF ROADWAY IMPACT FEES.

WHEREAS, the City Council of the City of College Station, Texas (“City”) is considering roadway impact fees; and

WHEREAS, § 395.047 Texas Local Government Code sets forth that a political subdivision must adopt an order or resolution establishing a public hearing date to discuss the imposition of an impact fee; and

WHEREAS, the Impact Fee Advisory Committee for Roadways has reviewed and made its recommendations to City Council; and

WHEREAS, in accordance with the aforesaid statutory requirement the City Council desires to call a public hearing to discuss and consider roadway impact fees, now therefore,

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

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

PART 2: That the City Council of the City of College Station, Texas hereby calls for a public hearing to be held during the regular Council session on November 10, 2016 at 7:00 p.m. in the City Council Chambers at 1101 Texas Avenue, College Station, Texas. The purpose of this public hearing is to discuss the imposition of City-wide roadway impact fees divided into four quadrants.

PART 2: That City staff is hereby authorized and directed to notice said public hearing and to take all reasonable measures to give effect to this Resolution, including preparing notice in accordance with § 395.049 Texas Government Code.

ADOPTED this 22nd day of September, A.D. 2016.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney



Legislation Details (With Text)

File #: 16-0593 **Version:** 1 **Name:** Three Phase Transformers
Type: Presentation **Status:** Consent Agenda
File created: 9/7/2016 **In control:** City Council Regular
On agenda: 9/22/2016 **Final action:**
Title: Presentation, possible action, and discussion on a bid award for the annual blanket purchase of three phase pad-mounted transformers, which will be maintained in electrical inventory and expended as needed. The total recommended award is \$389,313 and will be awarded by line item to the lowest responsible bidder.
Sponsors: Mary Ellen Leonard
Indexes:
Code sections:
Attachments: [Tabulation](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on a bid award for the annual blanket purchase of three phase pad-mounted transformers, which will be maintained in electrical inventory and expended as needed. The total recommended award is \$389,313 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:

Stuart C. Irby	\$238,854.00
Techline	\$ 85,980.00
Priester Mell & Nicholson	\$ 64,479.00

TOTAL **\$389,313.00**

Summary: Nine (9) sealed competitive bids were received and opened on August 30, 2016. 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, blanket 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: Yes

Attachments: Bid Tabulation #16-101



City of College Station - Purchasing Division
Bid Tabulation for #16-101
"Annual Purchase of Three Phase Pad-Mount Transformers"
Open Date: Friday, August 30, 2016 @ 2:00 p.m.

SUMMARY

	Vendor	Manufacturer	Quantity	Unit Price	Total	Delivery
Item #1 75 KVA Padmount Transformer 208/120 Inventory #285-086-00037	Techline	Howard	3	\$5,275.00	\$15,825.00	8-10
Item #2 112.5 KVA Padmount Transformer 208/120 Inventory #285-086-00038	Techline	Howard	3	\$5,757.00	\$17,271.00	8-10
Item #3 150 KVA Padmount Transformer 208/120 Inventory #285-086-00039	Techline	Howard	3	\$6,150.00	\$18,450.00	8-10
Item #4 225 KVA Padmount Transformer 208/120 Inventory #285-086-00040	Techline	Howard	3	\$7,475.00	\$22,425.00	8-10
Item #5 300 KVA Padmount Transformer 208/120 Inventory #285-086-00041	Irby	Ermco	3	\$8,450.00	\$25,350.00	8-10
Item #6 500 KVA Padmount Transformer 208/120 Inventory #285-086-00042	Irby	Ermco	3	\$11,380.00	\$34,140.00	8-10
Item #7 750 KVA Padmount Transformer 208/120 Inventory #285-086-00043	Irby	Ermco	2	\$15,184.00	\$30,368.00	8-10
Item #8 1000 KVA Padmount Transformer 208/120 Inventory #285-086-00031	Irby	Ermco	1	\$18,445.00	\$18,445.00	8-10
Item #9 112.5 KVA Padmount Transformer 480/277 Inventory #285-086-00045	Techline	Howard	1	\$5,760.00	\$5,760.00	8-10
Item #10 150 KVA Padmount Transformer 480/277 Inventory #285-086-00046	Techline	Howard	1	\$6,249.00	\$6,249.00	8-10
Item #11 225 KVA Padmount Transformer 480/277 Inventory #285-086-00047	Irby	Ermco	1	\$7,237.00	\$7,237.00	8-10
Item #12 300 KVA Padmount Transformer 480/277 Inventory #285-086-00048	PM&N	CG Power Systems	3	\$7,956.00	\$23,868.00	8-10
Item #13 500 KVA Padmount Transformer 480/277 Inventory #285-086-00049	Irby	Ermco	3	\$9,987.00	\$29,961.00	8-10
Item #14 750 KVA Padmount Transformer 480/277 Inventory #285-086-00050	PM&N	CG Power Systems	3	\$13,537.00	\$40,611.00	8-10
Item #15 1000 KVA Padmount Transformer 480/277 Inventory #285-086-0005	Irby	Ermco	1	\$15,903.00	\$15,903.00	8-10
Item #16 1500 KVA Padmount Transformer 480/277 Inventory #285-086-00052	Irby	Ermco	1	\$20,788.00	\$20,788.00	8-10
Item #17 2000 KVA Padmount Transformer 480/277 Inventory #285-086-00053	Irby	Ermco	1	\$25,615.00	\$25,615.00	8-10
Item #18 2500 KVA Padmount Transformer 480/277 Inventory #285-086-00054	Irby	Ermco	1	\$31,047.00	\$31,047.00	8-10
				Total	\$389,313.00	



City of College Station - Purchasing Division
 Bid Tabulation for #16-101
 "Annual Purchase of Three Phase Pad-Mount Transformers"
 Open Date: Friday, August 30, 2016 @ 2:00 p.m.

ITEM NUMBER: 1

ITEM DESCRIPTION: 75 KVA Padmount Transformer 208/120

Order Quantity: 3

INVENTORY #: 285-086-00037

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	GE	\$6,375.79	\$19,127.37	\$6,375.79	16
Anixter #2	Ermco	\$5,814.36	\$17,443.08	\$7,185.99	8-10
Hill Country Electric	GE	Incomplete Bid			
KBS	Ermco	\$5,905.25	\$17,715.75	\$7,276.88	8-10
KBS #2	Cooper	\$7,606.25	\$22,818.75	\$8,946.04	12
Priester Mell & Nicholson	CG Power Systems	\$5,898.00	\$17,694.00	\$7,225.27	8-10
Stuart C Irby	Ermco	\$5,784.70	\$17,354.10	\$7,156.33	8-10
TEC	Ermco	\$5,936.00	\$17,808.00	\$7,307.63	8-10
TEC #2	GE	\$5,227.00	\$15,681.00	\$6,536.81	16-18
Techline	Howard	\$5,275.00	\$15,825.00	\$6,594.88	8-10
Wesco	ABB	\$6,069.00	\$18,207.00	\$7,343.49	10-20

Low Acceptable Bid

GE Prolec is unacceptable manufacturer



City of College Station - Purchasing Division
 Bid Tabulation for #16-101
 "Annual Purchase of Three Phase Pad-Mount Transformers"
 Open Date: Friday, August 30, 2016 @ 2:00 p.m.

ITEM NUMBER: 2

ITEM DESCRIPTION: 112.5 KVA Padmount Transformer 208/120

Order Quantity: 3

INVENTORY #: 285-086-00038

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	GE	\$5,424.74	\$16,274.22	\$7,247.81	16
Anixter #2	Ermco	\$6,200.00	\$18,600.00	\$8,092.67	8-10
Hill Country Electric	GE	Incomplete Bid	#VALUE!		
KBS	Ermco	\$6,296.90	\$18,890.70	\$8,189.57	8-10
KBS #2	Cooper	\$7,917.00	\$23,751.00	\$9,752.47	12
Priester Mell & Nicholson	CG Power Systems	\$6,394.00	\$19,182.00	\$8,249.77	8-10
Stuart C Irby	Ermco	\$6,220.00	\$18,660.00	\$8,112.67	8-10
TEC	Ermco	\$6,329.00	\$18,987.00	\$8,221.67	8-10
TEC #2	GE	\$5,597.00	\$16,791.00	\$7,420.07	16-18
Techline	Howard	\$5,757.00	\$17,271.00	\$7,537.65	8-10
Wesco	ABB	\$6,379.00	\$19,137.00	\$8,104.03	10-20

Low Acceptable Bid

GE Prolec is unacceptable manufacturer



City of College Station - Purchasing Division
 Bid Tabulation for #16-101
 "Annual Purchase of Three Phase Pad-Mount Transformers"
 Open Date: Friday, August 30, 2016 @ 2:00 p.m.

ITEM NUMBER: 3

ITEM DESCRIPTION: 150 KVA Padmount Transformer 208/120

Order Quantity: 3

INVENTORY #: 285-086-00039

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	GE	\$5,591.75	\$16,775.25	\$7,840.12	16
Anixter #2	Ermco	\$6,685.13	\$20,055.39	\$9,065.51	8-10
Hill Country Electric	GE	Incomplete Bid			
KBS	Ermco	\$6,790.00	\$20,370.00	\$9,170.38	8-10
KBS #2	Cooper	\$8,312.00	\$24,936.00	\$10,620.84	12
Priester Mell & Nicholson	CG Power Systems	\$7,091.00	\$21,273.00	\$9,373.01	8-10
Stuart C Irby	Ermco	\$6,654.00	\$19,962.00	\$9,034.38	8-10
TEC	Ermco	\$6,825.00	\$20,475.00	\$9,205.38	8-10
TEC #2	GE	\$5,770.00	\$17,310.00	\$8,018.37	16-18
Techline	Howard	\$6,150.00	\$18,450.00	\$8,442.12	8-10
Wesco	ABB	\$7,043.00	\$21,129.00	\$9,278.29	10-20

Low Acceptable Bid

GE Prolec is unacceptable manufacturer



City of College Station - Purchasing Division
 Bid Tabulation for #16-101
 "Annual Purchase of Three Phase Pad-Mount Transformers"
 Open Date: Friday, August 30, 2016 @ 2:00 p.m.

ITEM NUMBER: 4

ITEM DESCRIPTION: 225 KVA Padmount Transformer 208/120

Order Quantity: 3

INVENTORY #: 285-086-00040

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	GE	\$6,983.51	\$20,950.53	\$10,084.64	16
Anixter #2	Ermco	\$7,620.51	\$22,861.53	\$10,819.92	8-10
Hill Country Electric	GE	Incomplete Bid	#VALUE!		
KBS	Ermco	\$7,725.00	\$23,175.00	\$10,924.41	8-10
KBS #2	Cooper	\$9,618.00	\$28,854.00	\$12,838.56	12
Priester Mell & Nicholson	CG Power Systems	\$8,145.00	\$24,435.00	\$11,298.71	8-10
Stuart C Irby	Ermco	\$7,585.00	\$22,755.00	\$10,784.41	8-10
TEC	Ermco	\$7,780.00	\$23,340.00	\$10,979.41	8-10
TEC #2	GE	\$7,206.00	\$21,618.00	\$10,307.13	16-18
Techline	Howard	\$7,475.00	\$22,425.00	\$10,609.30	8-10
Wesco	ABB	\$8,074.00	\$24,222.00	\$11,120.02	10-20

Low Acceptable Bid

GE Prolec is unacceptable manufacturer



City of College Station - Purchasing Division
 Bid Tabulation for #16-101
 "Annual Purchase of Three Phase Pad-Mount Transformers"
 Open Date: Friday, August 30, 2016 @ 2:00 p.m.

ITEM NUMBER: 5

ITEM DESCRIPTION: 300 KVA Padmount Transformer 208/120

Order Quantity: 3

INVENTORY #: 285-086-00041

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	GE	\$7,918.56	\$23,755.68	\$11,826.96	16
Anixter #2	Ermco	\$8,491.28	\$25,473.84	\$12,536.51	8-10
Hill Country Electric	GE	Incomplete Bid	#VALUE!		
KBS	Ermco	\$8,620.00	\$25,860.00	\$12,665.23	8-10
KBS #2	Cooper	\$9,745.00	\$29,235.00	\$13,818.34	12
Priester Mell & Nicholson	CG Power Systems	\$9,139.00	\$27,417.00	\$13,149.54	8-10
Stuart C Irby	Ermco	\$8,450.00	\$25,350.00	\$12,495.23	8-10
TEC	Ermco	\$8,669.00	\$26,007.00	\$12,714.23	8-10
TEC #2	GE	\$8,171.00	\$24,513.00	\$12,079.40	16-18
Techline	Howard	\$8,770.00	\$26,310.00	\$12,664.95	8-10
Wesco	ABB	\$9,011.00	\$27,033.00	\$12,913.91	10-20

Low Acceptable Bid

GE Prolec is unacceptable manufacturer



City of College Station - Purchasing Division
 Bid Tabulation for #16-101
 "Annual Purchase of Three Phase Pad-Mount Transformers"
 Open Date: Friday, August 30, 2016 @ 2:00 p.m.

ITEM NUMBER: 6

ITEM DESCRIPTION: 500 KVA Padmount Transformer 208/120

Order Quantity: 3

INVENTORY #: 285-086-00042

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	GE	\$13,361.86	\$40,085.58	\$19,340.42	16
Anixter #2	Ermco	\$11,433.85	\$34,301.55	\$17,468.58	8-10
Hill Country Electric	GE	Incomplete Bid			
KBS	Ermco	\$11,600.00	\$34,800.00	\$17,634.73	8-10
KBS #2	Cooper	\$12,035.00	\$36,105.00	\$18,101.97	12
Priester Mell & Nicholson	CG Power Systems	\$12,997.00	\$38,991.00	\$19,024.34	8-10
Stuart C Irby	Ermco	\$11,380.00	\$34,140.00	\$17,414.73	8-10
TEC	Ermco	\$11,673.00	\$35,019.00	\$17,707.73	8-10
TEC #2	GE	\$13,788.00	\$41,364.00	\$19,766.56	16-18
Techline	Howard	\$12,095.00	\$36,285.00	\$17,966.57	8-10
Wesco	ABB	\$11,548.00	\$34,644.00	\$17,268.05	10-20

Low Acceptable Bid

GE Prolec is unacceptable manufacturer



City of College Station - Purchasing Division
 Bid Tabulation for #16-101
 "Annual Purchase of Three Phase Pad-Mount Transformers"
 Open Date: Friday, August 30, 2016 @ 2:00 p.m.

ITEM NUMBER: 7

ITEM DESCRIPTION: 750 KVA Padmount Transformer 208/120

Order Quantity: 2

INVENTORY #: 285-086-00043

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	GE	\$16,768.04	\$33,536.08	\$24,923.17	16
Anixter #2	Ermco	\$15,258.46	\$30,516.92	\$23,760.90	8-10
Hill Country Electric	GE	Incomplete Bid			
KBS	Ermco	\$15,395.00	\$30,790.00	\$23,897.44	8-10
KBS #2	Cooper	\$16,325.00	\$32,650.00	\$24,637.37	12
Priester Mell & Nicholson	CG Power Systems	\$19,198.00	\$38,396.00	\$27,553.64	8-10
Stuart C Irby	Ermco	\$15,184.00	\$30,368.00	\$23,686.44	8-10
TEC	Ermco	\$15,578.00	\$31,156.00	\$24,080.44	8-10
TEC #2	GE	\$17,303.00	\$34,606.00	\$25,458.13	16-18
Techline	Howard	\$17,675.00	\$35,350.00	\$25,858.69	10-12
Wesco	ABB	\$16,969.00	\$33,938.00	\$24,793.65	10-20

Low Acceptable Bid

GE Prolec is unacceptable manufacturer



City of College Station - Purchasing Division
 Bid Tabulation for #16-101
 "Annual Purchase of Three Phase Pad-Mount Transformers"
 Open Date: Friday, August 30, 2016 @ 2:00 p.m.

ITEM NUMBER: 8

ITEM DESCRIPTION: 1000 KVA Padmount Transformer 208/120

Order Quantity: 1

INVENTORY #: 285-086-00044

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	GE	\$23,053.61	\$23,053.61	\$32,721.64	16
Anixter #2	Ermco	\$18,536.41	\$18,536.41	\$29,418.02	8-10
Hill Country Electric	GE	Incomplete Bid			
KBS	Ermco	\$18,820.00	\$18,820.00	\$29,701.61	8-10
KBS #2	Cooper	\$20,915.00	\$20,915.00	\$31,233.25	12
Priester Mell & Nicholson	CG Power Systems	\$26,444.00	\$26,444.00	\$36,958.15	8-10
Stuart C Irby	Ermco	\$18,445.00	\$18,445.00	\$29,326.61	8-10
TEC	Ermco	\$18,924.00	\$18,924.00	\$29,805.61	8-10
TEC #2	GE	\$23,789.00	\$23,789.00	\$33,457.03	16-18
Techline	Howard	\$22,160.00	\$22,160.00	\$32,373.72	10-12
Wesco	ABB	\$19,500.00	\$19,500.00	\$29,586.79	10-20

Low Acceptable Bid

GE Prolec is unacceptable manufacturer



City of College Station - Purchasing Division
 Bid Tabulation for #16-101
 "Annual Purchase of Three Phase Pad-Mount Transformers"
 Open Date: Friday, August 30, 2016 @ 2:00 p.m.

ITEM NUMBER: 9

ITEM DESCRIPTION: 112.5 KVA Padmount Transformer 480/277

Order Quantity: 1

INVENTORY #: 285-086-00045

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	GE	\$5,318.56	\$5,318.56	\$7,129.15	16
Anixter #2	Ermco	\$6,141.54	\$6,141.54	\$7,985.23	8-10
Hill Country Electric	GE	Incomplete Bid			
KBS	Ermco	\$6,235.00	\$6,235.00	\$8,078.69	8-10
KBS #2	Cooper	\$10,550.00	\$10,550.00	\$12,401.71	12
Priester Mell & Nicholson	CG Power Systems	\$6,288.00	\$6,288.00	\$8,155.00	8-10
Stuart C Irby	Ermco	\$6,115.00	\$6,115.00	\$7,958.69	8-10
TEC	Ermco	\$6,270.00	\$6,270.00	\$8,113.69	8-10
TEC #2	GE	\$5,488.00	\$5,488.00	\$7,298.59	16-18
Techline	Howard	\$5,760.00	\$5,760.00	\$7,528.45	8-10
Wesco	ABB	\$6,358.00	\$6,358.00	\$8,092.07	10-20

Low Acceptable Bid

GE Prolec is unacceptable manufacturer



City of College Station - Purchasing Division
 Bid Tabulation for #16-101
 "Annual Purchase of Three Phase Pad-Mount Transformers"
 Open Date: Friday, August 30, 2016 @ 2:00 p.m.

ITEM NUMBER: 10

ITEM DESCRIPTION: 150 KVA Padmount Transformer 480/277

Order Quantity: 1

INVENTORY #: 285-086-00046

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	GE	\$5,680.41	\$5,680.41	\$7,945.01	16
Anixter #2	Ermco	\$6,424.62	\$6,424.62	\$8,785.33	8-10
Hill Country Electric	GE	Incomplete Bid			
KBS	Ermco	\$6,520.00	\$6,520.00	\$8,880.71	8-10
KBS #2	Cooper	\$10,765.00	\$10,765.00	\$13,095.69	12
Priester Mell & Nicholson	CG Power Systems	\$6,709.00	\$6,709.00	\$8,982.59	8-10
Stuart C Irby	Ermco	\$6,395.00	\$6,395.00	\$8,755.71	8-10
TEC	Ermco	\$6,559.00	\$6,559.00	\$8,919.71	8-10
TEC #2	GE	\$5,861.00	\$5,861.00	\$8,125.60	16-18
Techline	Howard	\$6,249.00	\$6,249.00	\$8,467.13	8-10
Wesco	ABB	\$6,927.00	\$6,927.00	\$9,114.80	10-20

Low Acceptable Bid

GE Prolec is unacceptable manufacturer



City of College Station - Purchasing Division
 Bid Tabulation for #16-101
 "Annual Purchase of Three Phase Pad-Mount Transformers"
 Open Date: Friday, August 30, 2016 @ 2:00 p.m.

ITEM NUMBER: 11

ITEM DESCRIPTION: 225 KVA Padmount Transformer 480/277

Order Quantity: 1

INVENTORY #: 285-086-00047

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	GE	\$6,785.57	\$6,785.57	\$9,923.12	16
Anixter #2	Ermco	\$7,270.77	\$7,270.77	\$10,526.30	8-10
Hill Country Electric	GE	Incomplete Bid			
KBS	Ermco	\$7,350.00	\$7,350.00	\$10,605.53	8-10
KBS #2	Cooper	\$11,480.00	\$11,480.00	\$14,705.23	12
Priester Mell & Nicholson	CG Power Systems	\$7,500.00	\$7,500.00	\$10,643.11	8-10
Stuart C Irby	Ermco	\$7,237.00	\$7,237.00	\$10,492.53	8-10
TEC	Ermco	\$7,423.00	\$7,423.00	\$10,678.53	8-10
TEC #2	GE	\$7,002.00	\$7,002.00	\$10,139.55	16-18
Techline	Howard	\$7,255.00	\$7,255.00	\$10,367.69	8-10
Wesco	ABB	\$7,785.00	\$7,785.00	\$10,765.73	10-20

Low Acceptable Bid

GE Prolec is unacceptable manufacturer



City of College Station - Purchasing Division
 Bid Tabulation for #16-101
 "Annual Purchase of Three Phase Pad-Mount Transformers"
 Open Date: Friday, August 30, 2016 @ 2:00 p.m.

ITEM NUMBER: 12

ITEM DESCRIPTION: 300 KVA Padmount Transformer 480/277

Order Quantity: 3

INVENTORY #: 285-086-00048

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	GE	\$7,902.06	\$23,706.18	\$11,886.32	16
Anixter #2	Ermco	\$8,070.77	\$24,212.31	\$12,106.93	8-10
Hill Country Electric	GE	Incomplete Bid			
KBS	Ermco	\$8,175.00	\$24,525.00	\$12,211.16	8-10
KBS #2	Cooper	\$12,060.00	\$36,180.00	\$16,137.37	12
Priester Mell & Nicholson	CG Power Systems	\$7,956.00	\$23,868.00	\$11,902.49	8-10
Stuart C Irby	Ermco	\$8,035.00	\$24,105.00	\$12,071.16	8-10
TEC	Ermco	\$8,239.00	\$24,717.00	\$12,275.16	8-10
TEC #2	GE	\$8,154.00	\$24,462.00	\$12,138.26	16-18
Techline	Howard	\$8,125.00	\$24,375.00	\$11,961.82	8-10
Wesco	ABB	\$8,637.00	\$25,911.00	\$12,404.83	10-20

Low Acceptable Bid

GE Prolec is unacceptable manufacturer



City of College Station - Purchasing Division
 Bid Tabulation for #16-101
 "Annual Purchase of Three Phase Pad-Mount Transformers"
 Open Date: Friday, August 30, 2016 @ 2:00 p.m.

ITEM NUMBER: 13

ITEM DESCRIPTION: 500 KVA Padmount Transformer 480/277

Order Quantity: 3

INVENTORY #: 285-086-00049

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	GE	\$9,448.45	\$28,345.35	\$15,427.17	16
Anixter #2	Ermco	\$10,034.87	\$30,104.61	\$16,049.94	8-10
Hill Country Electric	GE	Incomplete Bid			
KBS	Ermco	\$10,175.00	\$30,525.00	\$16,190.07	8-10
KBS #2	Cooper	\$13,825.00	\$41,475.00	\$19,862.52	12
Priester Mell & Nicholson	CG Power Systems	\$9,999.00	\$29,997.00	\$15,906.36	8-10
Stuart C Irby	Ermco	\$9,987.00	\$29,961.00	\$16,002.07	8-10
TEC	Ermco	\$10,245.00	\$30,735.00	\$16,260.07	8-10
TEC #2	GE	\$9,750.00	\$29,250.00	\$15,728.72	16-18
Techline	Howard	\$10,690.00	\$32,070.00	\$16,401.56	8-10
Wesco	ABB	\$10,527.00	\$31,581.00	\$16,285.70	10-20

Low Acceptable Bid

GE Prolec is unacceptable manufacturer



City of College Station - Purchasing Division
 Bid Tabulation for #16-101
 "Annual Purchase of Three Phase Pad-Mount Transformers"
 Open Date: Friday, August 30, 2016 @ 2:00 p.m.

ITEM NUMBER: 14

ITEM DESCRIPTION: 750 KVA Padmount Transformer 480/277

Order Quantity: 3

INVENTORY #: 285-086-00050

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	GE	\$11,794.85	\$35,384.55	\$19,955.38	16
Anixter #2	Ermco	\$13,711.79	\$41,135.37	\$22,186.83	8-10
Hill Country Electric	GE	Incomplete Bid			
KBS	Ermco	\$13,905.00	\$41,715.00	\$22,380.04	8-10
KBS #2	Cooper	\$17,450.00	\$52,350.00	\$25,750.35	12
Priester Mell & Nicholson	CG Power Systems	\$13,537.00	\$40,611.00	\$21,899.87	8-10
Stuart C Irby	Ermco	\$13,646.00	\$40,938.00	\$22,121.04	8-10
TEC	Ermco	\$13,998.00	\$41,994.00	\$22,473.04	8-10
TEC #2	GE	\$12,171.00	\$36,513.00	\$20,611.73	16-18
Techline	Howard	\$13,925.00	\$41,775.00	\$21,989.79	10-12
Wesco	ABB	\$14,774.00	\$44,322.00	\$22,673.84	10-20

Low Acceptable Bid

GE Prolec is unacceptable manufacturer



City of College Station - Purchasing Division
 Bid Tabulation for #16-101
 "Annual Purchase of Three Phase Pad-Mount Transformers"
 Open Date: Friday, August 30, 2016 @ 2:00 p.m.

ITEM NUMBER: 15

ITEM DESCRIPTION: 1000 KVA Padmount Transformer 480/277

Order Quantity: 1

INVENTORY #: 285-086-00051

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	GE	\$14,280.41	\$14,280.41	\$24,798.33	16
Anixter #2	Ermco	\$15,980.51	\$15,980.51	\$26,721.45	8-10
Hill Country Electric	GE	Incomplete Bid			
KBS	Ermco	\$16,225.00	\$16,225.00	\$26,965.94	8-10
KBS #2	Cooper	\$19,105.00	\$19,105.00	\$29,711.87	12
Priester Mell & Nicholson	CG Power Systems	\$16,333.00	\$16,333.00	\$26,904.24	8-10
Stuart C Irby	Ermco	\$15,903.00	\$15,903.00	\$26,643.94	8-10
TEC	Ermco	\$16,315.00	\$16,315.00	\$27,055.94	8-10
TEC #2	GE	\$14,736.00	\$14,736.00	\$25,253.92	16-18
Techline	Howard	\$18,375.00	\$18,375.00	\$28,459.57	10-12
Wesco	ABB	\$18,106.00	\$18,106.00	\$28,050.15	10-20

Low Acceptable Bid

GE Prolec is unacceptable manufacturer



City of College Station - Purchasing Division
 Bid Tabulation for #16-101
 "Annual Purchase of Three Phase Pad-Mount Transformers"
 Open Date: Friday, August 30, 2016 @ 2:00 p.m.

ITEM NUMBER: 16

ITEM DESCRIPTION: 1500 KVA Padmount Transformer 480/277

Order Quantity: 1

INVENTORY #: 285-086-00052

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	GE	\$18,393.81	\$18,393.81	\$32,940.40	16
Anixter #2	Ermco	\$20,810.26	\$20,810.26	\$35,462.92	8-10
Hill Country Electric	GE	Incomplete Bid			
KBS	Ermco	\$21,130.00	\$21,130.00	\$35,782.66	8-10
KBS #2	Cooper	\$24,225.00	\$24,225.00	\$38,658.08	12
Priester Mell & Nicholson	CG Power Systems	\$21,415.00	\$21,415.00	\$35,915.15	8-10
Stuart C Irby	Ermco	\$20,788.00	\$20,788.00	\$35,440.66	8-10
TEC	Ermco	\$21,246.00	\$21,246.00	\$35,898.66	8-10
TEC #2	GE	\$18,980.00	\$18,980.00	\$33,526.59	16-18
Techline	Howard	\$27,235.00	\$27,235.00	\$40,705.03	10-12
Wesco	ABB	\$22,448.00	\$22,448.00	\$36,129.99	10-20

Low Acceptable Bid

GE Prolec is unacceptable manufacturer



City of College Station - Purchasing Division
 Bid Tabulation for #16-101
 "Annual Purchase of Three Phase Pad-Mount Transformers"
 Open Date: Friday, August 30, 2016 @ 2:00 p.m.

ITEM NUMBER: 17

ITEM DESCRIPTION: 2000 KVA Padmount Transformer 480/277

Order Quantity: 1

INVENTORY #: 285-086-00053

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	GE	\$24,170.10	\$24,170.10	\$42,230.32	16
Anixter #2	Ermco	\$25,632.82	\$25,632.82	\$42,870.86	8-10
Hill Country Electric	GE	Incomplete Bid			
KBS	Ermco	\$26,020.00	\$26,020.00	\$43,258.04	8-10
KBS #2	Cooper	\$29,705.00	\$29,705.00	\$47,606.58	12
Priester Mell & Nicholson	CG Power Systems	\$26,462.00	\$26,462.00	\$44,458.66	8-10
Stuart C Irby	Ermco	\$25,615.00	\$25,615.00	\$42,853.04	8-10
TEC	Ermco	\$26,169.00	\$26,169.00	\$43,407.04	8-10
TEC #2	GE	\$24,941.00	\$24,941.00	\$43,001.22	16-18
Techline	Howard	\$32,735.00	\$32,735.00	\$49,997.85	10-12
Wesco	ABB	\$28,448.00	\$28,448.00	\$45,654.79	10-20

Low Acceptable Bid

GE Prolec is unacceptable manufacturer



City of College Station - Purchasing Division
 Bid Tabulation for #16-101
 "Annual Purchase of Three Phase Pad-Mount Transformers"
 Open Date: Friday, August 30, 2016 @ 2:00 p.m.

ITEM NUMBER: 18

ITEM DESCRIPTION: 2500 KVA Padmount Transformer 480/277

Order Quantity: 1

INVENTORY #: 285-086-00054

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
Anixter	GE	\$29,127.84	\$29,127.84	\$50,956.36	16
Anixter #2	Ermco	\$31,204.10	\$31,204.10	\$52,693.61	8-10
Hill Country Electric	GE	Incomplete Bid			
KBS	Ermco	\$31,650.00	\$31,650.00	\$53,139.51	8-10
KBS #2	Cooper	\$38,425.00	\$38,425.00	\$59,654.09	12
Priester Mell & Nicholson	CG Power Systems	\$32,747.00	\$32,747.00	\$54,518.26	8-10
Stuart C Irby	Ermco	\$31,047.00	\$31,047.00	\$52,536.51	8-10
TEC	Ermco	\$31,857.00	\$31,857.00	\$53,346.51	8-10
TEC #2	GE	\$30,057.00	\$30,057.00	\$51,885.52	16-18
Techline	Howard	\$40,725.00	\$40,725.00	\$61,707.15	10-12
Wesco	ABB	\$39,698.00	\$39,698.00	\$60,815.68	10-20

Low Acceptable Bid

GE Prolec is unacceptable manufacturer



Legislation Details (With Text)

File #: 16-0600 **Version:** 1 **Name:** Game Day Traffic Control Contract Termination
Type: Contract **Status:** Consent Agenda
File created: 9/9/2016 **In control:** City Council Regular
On agenda: 9/22/2016 **Final action:**
Title: Presentation, possible action, and discussion on ratifying termination of General Service Contract 16300455 with N-LINE Traffic Maintenance for TAMU post game traffic control.
Sponsors: Donald Harmon
Indexes:
Code sections:
Attachments: [NLine Termination Letter](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on ratifying termination of General Service Contract 16300455 with N-LINE Traffic Maintenance for TAMU post game traffic control.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends ratification of the contract termination.

Summary: After each Texas A&M University home football game, the Public Works Department for the City of College Station manages several different operations to dramatically improve mobility along the roadway network. One of these operations is the supervision of a contractor deploying traffic control devices which close some roadway access points and/or increase roadway capacities.

Competitive sealed bids for ITB 16-080, Annual Price Agreement for TAMU Post Game Day Traffic Control were solicited, and two were received and opened on June 30, 2016. N-Line Traffic Maintenance was recommended for award of contract as they submitted the lowest responsible bid and City Council approved the contract on August 25, 2016. After performing services for the first TAMU home game, N-Line Traffic Maintenance and the City mutually agreed to terminate the contract.

Budget & Financial Summary: N/A

Attachments:

1. Termination Letter



CITY OF COLLEGE STATION

September 8, 2016

Via Email and CMRRR #7013 2630 0001 4894 4053

Mr. David Gorman, Area Manager
N-Line Traffic Maintenance
PO Box 4750
Bryan, TX 77805
david@n-linetraffic.com

Re: Termination for Convenience of Contract No. 16300455

Dear Mr. Gorman:

The City of College Station (City) executed the a General Service Contract for the “Annual Price Agreement for TAMU Post Game Day Traffic Control” Contract No. 16300455 with N-Line Traffic Maintenance (Contractor) on August 29, 2016.

Under Section 6.2 “Termination” the City is terminating the Project and the Contract for convenience effective on September 8, 2016. All work by the Contractor shall cease immediately.

The Contractor shall be compensated by the City for the services performed and expenses incurred before the date of termination.

Please contact Troy Rother, City Traffic Engineer at trother@cstx.gov or 979-764-3838 if you have any questions, or if you want to discuss this letter please contact me.

Sincerely,

Donald Harmon
Director of Public Works

cc: Adam C. Falco, Senior Assistant City Attorney
Michael Lucas, Contracts Administrator

the heart of the Research Valley

P.O. BOX 9960
1101 TEXAS AVENUE
COLLEGE STATION • TEXAS • 77842

979.764.3510

www.cstx.gov



Legislation Details (With Text)

File #: 16-0601 **Version:** 1 **Name:** Game Day Traffic Control Contract Award
Type: Contract **Status:** Consent Agenda
File created: 9/9/2016 **In control:** City Council Regular
On agenda: 9/22/2016 **Final action:**
Title: Presentation, possible action, and discussion regarding ratification of a service contract (16300628) with Buyers Barricades Houston not to exceed \$62,000 for the 2016 TAMU Football Post Game Day Traffic Control.
Sponsors: Donald Harmon
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding ratification of a service contract (16300628) with Buyers Barricades Houston not to exceed \$62,000 for the 2016 TAMU Football Post Game Day Traffic Control.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends ratification of the contract with Buyers Barricades Houston for the amount of \$62,200.00.

Summary: After each Texas A&M University home football game, the Public Works Department for the City of College Station manages several different operations to dramatically improve mobility along the roadway network. One of these operations is the supervision of a contractor deploying traffic control devices which close some roadway access points and/or increase roadway capacities.

Competitive sealed bids for ITB 16-080, Annual Price Agreement for TAMU Post Game Day Traffic Control were solicited, and two were received and opened on June 30, 2016. N-Line Traffic Maintenance was recommended for award of contract as they submitted the lowest responsible bid and City Council approved the contract on August 25, 2016. After performing services for the first TAMU home game, N-Line Traffic Maintenance and the City mutually agreed to terminate the contract. Buyers Barricades is the second lowest responsible bidder and has agreed to enter into a contract to perform the services for the last five (5) home games in accordance with the original bid terms, conditions and pricing. The resulting contract will include two 1-year renewal options.

Budget & Financial Summary: Budget for the purchase and deployment of the traffic control devices needed after each TAMU football game has been included in the FY16 budget and in the proposed FY17 budget. An Interlocal Agreement with Texas A&M will be on a future Council agenda which will reimburse the City for half of the deployment costs.

Attachments:

1. Contract is on file in the City Secretary's Office



Legislation Details (With Text)

File #: 16-0592 **Version:** 2 **Name:** FY16 Budget Amendment #3 Hearing
Type: Presentation **Status:** Agenda Ready
File created: 9/7/2016 **In control:** City Council Regular
On agenda: 9/22/2016 **Final action:**
Title: Public Hearing, presentation, possible action, and discussion on Budget Amendment #3 amending Ordinance No. 3705 which will amend the budget for the 2015-2016 Fiscal Year in the amount of \$2,390,944; and presentation, possible action and discussion on an interfund transfer totaling \$2,390,944 and two interfund loans totaling \$2,390,944.
Sponsors: Mary Ellen Leonard
Indexes:
Code sections:
Attachments: [FY16 BA #3 List \(rev2\)](#)
[FY16 Budget Amendment #3 Ordinance](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion on Budget Amendment #3 amending Ordinance No. 3705 which will amend the budget for the 2015-2016 Fiscal Year in the amount of \$2,390,944; and presentation, possible action and discussion on an interfund transfer totaling \$2,390,944 and two interfund loans totaling \$2,390,944.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends the City Council approve Budget Amendment #3 and approve the interfund transfer and interfund loans.

Summary: The proposed budget amendment is to increase the FY16 budget appropriations by \$2,390,944. The charter of the City of College Station provides for the City Council to amend the annual budget in the event there are revenues available to cover increased expenditures and after holding a public hearing on such budget amendment. Attached is a summary with a description of the item included on the proposed budget amendment. This amendment also includes an interfund transfer of \$2,390,944 and two interfund loans totaling \$2,390,944. Transfers between Funds require Council approval.

Budget & Financial Summary: The City has resources or can reasonably expect resources to cover the appropriations in this budget amendment. The attached summary has the complete description of the item included on the proposed budget amendment, and the interfund transfer and interfund loans. If approved, the net revised budget appropriations will be \$315,642,130.

Reviewed and Approved by Legal: Yes

Attachments:

1. FY16 Budget Amendment #3 Detail Listing
2. Ordinance

The proposed budget amendment is to increase the FY16 budget for the item listed below by \$2,390,944, which includes one interfund transfer and two interfund loans. Interfund transfers require Council approval and are therefore included as part of this Budget Amendment.

1. **HUD Repayment – \$2,390,944 Transfer from Community Development Fund to a new Special Revenue Fund (Budget Amendment, Interfund Transfer, and Interfund Loans)**

In October 2009, the City purchased a piece of property on Holleman Drive with CDBG Funds with the intent to use it for a CDBG eligible development. Over time, City Council direction changed and a decision was made to sell the property to allow private development of the property to occur. HUD has informed the City that because an eligible project has not been completed, the City will be required to repay the funds used to purchase the land. In an e-mail to City staff dated July 15, 2016, the HUD Director in Houston directed that the CDBG funds should not be returned to Treasury, but that the City should set up a CDBG Local Account Fund which these funds will be deposited so that the HUD requirements are satisfied. City staff has established a separate bank account and a new special revenue fund entitled CDBG Local Account Fund to meet these requirements.

The HUD funds related to the Holleman property were originally received into the Community Development Fund. Therefore, the repayment of the funds will need to originate from the Community Development Fund as a transfer to the new CDBG Local Account Fund. Currently, the Community Development Fund lacks the funds to transfer into the newly-created local account. To meet the HUD requirement, cash will be loaned to the Community Development Fund by the General Fund (\$893,638) and the Wastewater Fund (\$1,497,306).

Once the Holleman property sale is closed and the proceeds are made available, the General Fund and Wastewater Fund loans will be repaid. It is anticipated that the closing on the property will occur in the latter part of FY17.

ORDINANCE NO. _____

AN ORDINANCE (BUDGET AMENDMENT #3) AMENDING ORDINANCE NO. 2015-3705 WHICH WILL AMEND THE BUDGET FOR THE 2015-2016 FISCAL YEAR AND AUTHORIZING AMENDED EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, on September 21, 2015, the City Council of the City of College Station, Texas, adopted Ordinance No. 2015-3705 approving its Budget for the 2015-2016 Fiscal Year; and

WHEREAS, on February 11, 2016, the City Council of the City of College Station, Texas, adopted Budget Amendment #1 approving its Budget for the 2015-2016 Fiscal Year; and

WHEREAS, on July 28, 2016, the City Council of the City of College Station, Texas, adopted Budget Amendment #2 approving its Budget for the 2015-2016 Fiscal Year; and

WHEREAS, this amendment was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the College Station City Charter, after notice of said hearing having been first duly given; now, therefore,

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

PART 1: That Ordinance No. 2015-3705 is hereby amended by amending the 2015-2016 Budget adopted thereto by a net amount of \$2,390,944 as further detailed in Exhibit A attached hereto and incorporated herein for all purposes.

PART 2: That this Budget Amendment #3 shall be attached to and made a part of the 2015-2016 Budget.

PART 3: That except as amended hereby, Ordinance No, 2015-3705 shall remain in effect in accordance with its terms.

PART 4: That this ordinance shall become effective immediately after passage and approval.

PASSED and APPROVED this _____ day of _____ 2016.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney



Legislation Details (With Text)

File #: 16-0585 **Version:** 1 **Name:** FY17 Budget Adoption
Type: Presentation **Status:** Agenda Ready
File created: 9/6/2016 **In control:** City Council Regular
On agenda: 9/22/2016 **Final action:**
Title: Presentation, possible action, and discussion on an ordinance adopting the City of College Station 2016-2017 Budget; and presentation, possible action and discussion ratifying the property tax revenue increase reflected in the budget.
Sponsors: Mary Ellen Leonard
Indexes:
Code sections:
Attachments: [Appendix A1 - FY17 Budget Adoption Ordinance](#)
[Copy of Appendix A2 - FY17 Attachment A IT submission](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on an ordinance adopting the City of College Station 2016-2017 Budget; and presentation, possible action and discussion ratifying the property tax revenue increase reflected in the budget.

Recommendation(s): Staff recommends the City Council approve the ordinance adopting the proposed 2016-2017 budget with any changes the Council wishes to include. A summary of changes the City Council has discussed will be presented to the Council for consideration.

Staff also recommends the City Council ratify the property tax revenue increase reflected in the budget.

Summary: There are two actions in this agenda item.

First is the consideration of the 2016 - 2017 proposed budget. The City Council received the proposed budget on August 11th, 2016 and held budget workshops on August 15th and August 16th. The City Council held a public hearing on the proposed budget on September 8th. The charter requires that the City Council adopt a budget no later than September 27th.

The City Council will need to include any proposed revisions to the budget in the motion to adopt the budget.

The second action is ratification of the property tax revenue increase reflected in the budget. This action is required due to recently enacted legislation. House Bill 3195 amends the local government code to say the following:

"(c) Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to

adopt the budget or a vote to set the tax rate as required by Chapter 26, Tax Code, or other law."

The proposed budget will result in additional property tax revenues over last year totaling \$4,507,782 or 15.10%.

The proposed tax rate is \$0.472500 per \$100 assessed valuation which is a two cent increase over the FY16 tax rate.

Budgetary and Financial Summary: The following is an overall summary of the proposed budget.

Subtotal Operation and Maintenance:	\$232,807,700
Subtotal Capital:	108,190,988
Total Proposed Budget:	\$340,998,688

Attachments:

1. FY17 Budget Ordinance with Attachment A

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A BUDGET FOR THE 2016-17 FISCAL YEAR AND AUTHORIZING EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, a proposed budget for the fiscal year October 1, 2016, to September 30, 2017, was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the Charter of the City of College Station, Texas, notice of said hearing having first been duly given; and

WHEREAS, the City Council has reviewed and amended the proposed budget and changes as approved by the City Council have been identified and their effect included in the budget; now therefore,

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

PART 1: That the proposed budget as amended by the City Council of the City of College Station, which is made a part hereof to the same extent as if set forth at length herein, is hereby adopted and approved, a copy of which is on file in the Office of the City Secretary in College Station, Texas.

PART 2: That authorization is hereby granted for the expenditure of the same under the respective items contained in said budget with the approved fiscal and budgetary policy statements of the City.

PART 3: That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby authorized to approve and execute contracts and documents authorizing the payment of funds and to expend public funds for expenditures that are \$100,000 or less; to approve and execute change orders authorizing the expenditure of funds pursuant to the TEXAS LOCAL GOVERNMENT CODE or as provided in the original contract document. The intent of this section is to provide the ability to conduct daily affairs of the City which involve numerous decisions of a routine nature.

PART 4: That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby, authorized to provide for transfers of any unexpended or unencumbered appropriation balance within each of the various departments in the General Fund and within any other fund of the City and to authorize transfers of Contingent Appropriations within a fund up to an amount equal to expenditures that are \$100,000 or less.

PART 5: That the City Council hereby approves the funding and the purchases that are made pursuant to interlocal agreements as provided by CHAPTER 271, SUBCHAPTERS (D) AND (F) of the TEXAS LOCAL GOVERNMENT CODE in this budget and authorizes the City Manager and his authorized and designated employees, at his discretion, to approve and execute contracts and documents authorizing the payment of funds, and to expend

public funds that have been expressly designated, approved, and appropriated in this budget for new and replacement equipment as set out in the 2016-17 Fiscal Year Equipment Replacement Fund, and technology related hardware and software as set out in Attachment "A" to this Ordinance.

PART 6: That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby authorized to approve and execute all contracts and documents authorizing the payment of funds and to expend public funds for expenditures related to the Enterprise Resource Planning (ERP) System; to approve and execute change orders authorizing the expenditure of funds pursuant to the TEXAS LOCAL GOVERNMENT CODE or as provided in the original contract documents. Expenditures must be appropriated from available funds. The intent of this section is to provide the ability to conduct daily affairs of the City which involve numerous decisions of a routine nature.

PART 7: That this ordinance shall become effective immediately after passage and approval.

PASSED AND APPROVED THIS ___nd DAY OF SEPTEMBER, 2016.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

ORDINANCE NO.**ATTACHMENT A**

Potential Technology Purchases made through a variety of Cooperative Purchasing Interlocal agreements as provided by Chapter 271, Subcaptors (D) and (F) of the Texas Local Government Code.

ITEM	Quantity	Estimated Avg. Unit Cost	Projected Total
Scheduled Replacement/Repair/Additions			
Replacement PCs (Desktops and Workstations)	150	1,000	150,000
Replacement Monitors	50	145	7,250
Replacement Printers	15	950	14,250
Replacement Laptops	45	950	42,750
Replacement Copiers			75,000
Replacement Scanners			13,000
Printer replacement Parts			3,000
PC Replacement Parts (Video Cards, Hard Drive & Memory)			5,000
Replace virtual servers (includes 5 Hosts)		80,000	80,000
Replace single server	3	7,000	21,000
Server replacement parts			10,000
Server OS replacement/upgrade			7,000
New Storage (Upgrade Project)			683,000
SQL Std		4,000	4,000
Replacement UPS battery/units			25,000
Estimated Additional Desktop Software			35,000
Includes but not limited to New & Upgrade versions of Adobe Acrobat, PageMaker, Photoshop Illustrator, Premier, Audition, Microsoft Publisher, Windows 7/8, Frontpage, Project, Visio, Vstudio.net, AutoCAD, Crystal, Corel			
Computer Network Maint and Equipment Replacement			30,000
Motorola Radio Repair/Replacement			37,000
Telephone Repair/Replacement			100,000
Fiber ring expansion			225,000
Website Redesign			115,450
Subtotal - Scheduled Replacement			1,682,700
Service Level Adjustments			
Open Data Project Services			65,000
Server Access Management			41,000

ORDINANCE NO.**ATTACHMENT A****Potential Technology Purchases made through a variety of Cooperative Purchasing Interlocal agreements as provided by Chapter 271, Subcaptors (D) and (F) of the Texas Local Government Code.**

ITEM	Quantity	Estimated Avg. Unit Cost	Projected Total
Radio Replacement for Public Safety			1,385,000
Handheld citation writers for Northgate and Code Enforcement			37,500
E-citation Ticket Writers			18,900
PW Fuel Software Replacement			200,000
CEOC A/V Upgrade			27,500
Communication Infrastructure Improvements			30,000
Fiber to Lift Stations			64,000
PLC Processor Upgrade (10 processors in Water Production)			58,000
PLC Processor Upgrade (12 processors in Waste Water)			70,000
Specific Energy Pump Optimization Software Program			52,600
Backup Solution and VMWare Upgrade			42,100
CCWWTP Security Cameras			43,600
Subtotal - Service Level Adjustments			2,135,200

Unscheduled Replacements/Additions

Estimated Additional PC setups not identified specifically in budget includes but not limited to: Monitor, network card, extended warranty, added memory	30	1,000	30,000
Estimated Standard Desktop Software not identified specifically in budget Includes but not limited to: Microsoft Office , Trend, Microsoft Windows client access license, Novell ZenWorks			20,000
Estimated Additional Desktop Software Includes but not limited to New & Upgrade versions of Adobe Acrobat, PageMaker, Photoshop Illustrator, Premier, Audition Microsoft Publisher, Windows 7 Frontpage, Project, Visio, Vstudio.net AutoCAD, ESRI ArcGIS, Crystal Corel Draw, Cognos			20,000
Estimated Additional Printers/Plotters			15,000
Estimated Memory upgrades includes: desktop pcs, printers laptops			2,000
Estimated PC misc parts includes: CD Burners, harddrives modems, network cards, DVD Burner			8,000

ORDINANCE NO.**ATTACHMENT A**

Potential Technology Purchases made through a variety of Cooperative Purchasing Interlocal agreements as provided by Chapter 271, Subcaptors (D) and (F) of the Texas Local Government Code.

ITEM	Quantity	Estimated Avg. Unit Cost	Projected Total
mice, network cables			
Estimated Monitor upgrades includes: Flat Panel and larger than 24" monitor			5,000
Estimated Additional Scanners	20	800	16,000
Estimated Additional Moblie Devices/ Toughbook,laptops, tablets	65	1,500	97,500
Estimated Network Upgrades			20,000
Estimated Motorola Radio Repair/Replacement			15,000
Sub-Total Unscheduled Replacement/Additions			248,500
Phone System Maintenance			
Cisco_SmartNet Maintenance			50,000
Subtotal - Phone System Maintenance			50,000
Network Software on Master License Agreement (MLA)			
Microsoft Enterprise Agreement			60,000
CAD/RMS Project Software			100,000
CommVault			80,000
VMWARE support through VMWare	24	874	20,976
Vcenter Support	4	1,499	5,996
ZenWorks Configuration Management - 904 nodes			11,000
ZenWorks Asset Management -904 nodes			4,700
ZenWorks Patch Management - 904 nodes			8,000
Subtotal - Network Software on MLA			290,672
PC Hardware and Software Maintenance			
HP Printer/Plotter Maintenance			8,000
AutoCAD			7,000
Barracuda Spam/Spyware			5,500
Siemens Access Control System			28,000
Subtotal - PC Software Maintenance			48,500
IBM Hardware and Software Maintenance			
Hardware Maintenance (2 power 7's)			15,000
Power 7 Software Subscription and Support	2		7,700
Subtotal - IBM Hardware and Software Maintenance			22,700

Grand Total 4,478,272



Legislation Details (With Text)

File #: 16-0583 **Version:** 1 **Name:** FY17 Tax Rate Adoption
Type: Presentation **Status:** Agenda Ready
File created: 9/6/2016 **In control:** City Council Regular
On agenda: 9/22/2016 **Final action:**
Title: Presentation, possible action, and discussion on approval of an ordinance adopting the City of College Station 2016-2017 ad valorem tax rate of \$0.472500 per \$100 assessed valuation, the debt service portion being \$0.195339 per \$100 assessed valuation and the operations and maintenance portion being \$0.277161 per \$100 assessed valuation.
Sponsors: Mary Ellen Leonard
Indexes:
Code sections:
Attachments: [Appendix A2 - FY17 Tax Rate Ordinance](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion on approval of an ordinance adopting the City of College Station 2016-2017 ad valorem tax rate of \$0.472500 per \$100 assessed valuation, the debt service portion being \$0.195339 per \$100 assessed valuation and the operations and maintenance portion being \$0.277161 per \$100 assessed valuation.

Recommendation(s): Staff recommends Council adopt the effective tax rate of \$0.472500 per \$100 assessed valuation.

Summary: On August 11th, the City Council discussed the tax rate and called two public hearings on a tax rate of \$0.472500. This is a two cent increase from the current tax rate.

The tax rate must be adopted as two separate components - one for Operations and Maintenance and one for Debt Service.

\$0.277161	O&M
<u>\$0.195339</u>	Debt Service
\$0.472500	Total Tax Rate

This is the tax rate that was used to prepare the proposed budget. If the City Council adopts a tax rate lower than the proposed rate, the budget will have to be amended and reduced.

Current Tax Rate:	\$0.452500
Effective Tax Rate:	\$0.424282
Rollback Rate:	\$0.472820
Proposed Tax Rate:	\$0.472500

Budgetary and Financial Summary: The proposed tax rate of \$0.472500 per \$100 assessed valuation will generate approximately \$37.0 million. The property taxes are used to fund the general debt service of the City as well as a portion of the operations and maintenance costs of the General Fund.

Attachments:

1. Tax Rate Ordinance - \$0.472500 per \$100 assessed valuation

ORDINANCE NO. _____

AN ORDINANCE LEVYING THE AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF COLLEGE STATION, TEXAS, AND PROVIDING FOR THE GENERAL DEBT SERVICE FUND FOR THE YEAR 2016-17 AND APPORTIONING EACH LEVY FOR THE SPECIFIC PURPOSES.

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

SECTION 1. That there is hereby levied and there shall be collected for the use and support of the municipal government of the City of College Station, Texas, and to provide General Debt Service for the 2016-17 fiscal year upon all property, real, personal and mixed within the corporate limits of said city subject to taxation, a tax of forty-seven and twenty-five hundredths cents (\$0.472500) on each one hundred dollar (\$100.00) valuation of property, and said tax being so levied and apportioned to the specific purpose herein set forth:

1. For the maintenance and support of the general government (General Fund), twenty-seven and seventy-one hundredths and sixty-one thousandths cents (\$0.277161) on each one hundred dollar (\$100.00) valuation of property; and
2. For the general obligation debt service (Debt Service Fund), nineteen and fifty-three hundredths and thirty-nine thousandths cents (\$0.195339) on each one hundred dollars (\$100.00) valuation of property to be used for principal and interest payments on bonds and other obligations of the fund.

SECTION II. All moneys collected under this ordinance for the specific items therein named, shall be and the same are hereby appropriated and set apart for the specific purpose indicated in each item and the Assessor and Collector of Taxes and the Chief Financial Officer shall keep these accounts so as to readily and distinctly show the amount collected, the amounts expended and the amount on hand at any time, belonging to such funds. It is hereby made the duty of the Tax Assessor and Collector to deliver a statement at the time of depositing any money, showing from what source such taxes were received and to what account (General Fund or General Debt Service Fund) the funds were deposited.

SECTION III. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 11.63 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$17.71.

SECTION IV. That this ordinance shall take effect and be in force from and after its passage.

PASSED AND APPROVED THIS ___nd DAY OF SEPTEMBER 2016.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney



Legislation Details (With Text)

File #: 16-0549 **Version:** 1 **Name:** Electric Energy Rate Decrease
Type: Ordinance **Status:** Agenda Ready
File created: 8/29/2016 **In control:** City Council Regular
On agenda: 9/22/2016 **Final action:**
Title: Presentation, possible action, and discussion regarding the approval of changes to the electric rate ordinance lowering the energy rates charged for power by one percent, effective October 1, 2016.
Sponsors: Timothy Crabb
Indexes:
Code sections:
Attachments: [Electric Rate Ordinance 20161001.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding the approval of changes to the electric rate ordinance lowering the energy rates charged for power by one percent, effective October 1, 2016.

Relationship to Strategic Goals:

- Financially Sustainable City
- Core Services and Infrastructure

Recommendation(s):

Staff recommends approval of the changes to the electric rate ordinance.

Summary:

Pursuant to discussions held at the City Council FY17 Proposed Budget workshops, this item will revise the electric rate ordinance by lowering electric energy rates by one percent.

Budget & Financial Summary:

Based on the electric fund financial forecast, it is estimated that lowering electric energy rates by one percent will save electric customers \$951,464 in fiscal year 2017.

Attachments:

Electric Rate Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 11, "UTILITIES", SECTION 4 "ELECTRICAL SERVICE" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ELECTRIC ENERGY RATES CHARGED TO VARIOUS CUSTOMERS IN SUBSECTIONS A(1) THROUGH A(8); PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 11, "Utilities", Section 4 "Electrical Service", Subsections A(1) through A(8) 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 all previous ordinances in direct conflict with this ordinance are hereby superseded and repealed, but only to the extent of such conflict.

PART 3: 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 4: That this amendment becomes effective October 1, 2016.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2016.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

EXHIBIT "A"

Sec. 11-4. - Electrical service.

A. Electric Schedule of Rates.

The monthly rates to be charged customers for public utility services, namely electrical service, shall be in accordance with the schedules as follows:

(1) [Reserved.]

(2) **Electric Rate - Schedule R (Residential Customers)**

(a) Applicable to residential customers for all domestic usage where all energy is taken through a single meter. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service.

(b) **Character of Service** - A.C., 60 cycles per second, single phase, 120/240 volts. At City's discretion, apartments may be served at single phase, 120/208 volts for multi-family developments served from three-phase transformation.

(c) **Rate:**

Service Charge: \$7.00 per month, plus

Energy Charge: \$0.1169 per kWh for all kWh, except \$0.1123 per kWh for all kWh in the billing months of November through April.

(d) Existing residential units where served under one (1) master meter shall be billed under Rate Schedule R-1. No new master metered residential installations will be allowed, and all new installations will be individually metered.

(e) **Transmission Delivery Adjustment** - The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).

(f) **Automatic-Leave-On-Service** - Customers who qualify for automatic-leave-on service will be billed at the above rate except the monthly service charge will be deleted. Customers will be required to contract with the City for this service provision.

(g) **Electric Rider: Wind Watts Wind Energy Rider**

Availability. This optional service shall be available to all residential customers who select wind generated energy as a source of electricity under the City's Wind Watts Program, in lieu of electricity provided from traditional generation. Wind Watt's energy is available to customers on a first-come, first-serve basis subject to available supply.

Application. Eligible customers may select service under this rider at three levels of participation:

10% of monthly energy requirements

50% of monthly energy requirements

100% of monthly energy requirements

Rate. Same rate as for residential customers plus the monthly Wind Watts charge for the appropriate participation level:

10%: \$0.0005/kWh

50%: \$0.0025/kWh

100%: \$0.005/kWh

(3) Electric Rate - Schedule R-1 (Master Metered Residential Units)

- (a) Applicable to existing residential units for all domestic usage where all energy is taken through one (1) master meter. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service.
- (b) **Character of Service** - A.C., 60 cycles per second, single-phase, 120/240 volts; three-phase 120/240, 120/208, 240/480, 227/480, 2400/4160, 7200/12,470 volts as available at point of service. Three-phase customers served via underground primary to padmounted transformers will be furnished only 120/208 or 277/480 volt service.
- (c) **Rate** - The monthly rate charge for service under this schedule shall be determined as follows:

The average kilowatt-hour usage per month per residential unit shall be determined by dividing the total monthly kilowatt-hours purchased as determined by the City's master meter, by eighty-five percent (85%) of the total number of permanently constructed residential units.

The individual energy charge per residential unit shall thence be computed on the basis of the average kilowatt-hour usage per month per residential unit figured at the following rate:

Energy Charge: \$0.1169 per kWh for all kWh,

except

\$0.1123 per kWh for all kWh in the billing months of November through April.

The total monthly bill shall thence be determined by multiplying the energy charge per residential unit computed under the above rate by eighty-five percent (85%) of the number of permanently constructed residential units, and thence adding the following service charge:

Service Charge: \$100.00 per month per master meter

- (d) **Transmission Delivery Adjustment** - The monthly charge under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).

- (e) **Submetering** - Where electric service is submetered, the words "residential unit" in the above rate and minimum bill clauses shall be replaced with the word "submeter".

The customer operating the submetering system shall provide electric service to his tenants and render bills therefore in strict accordance with the electric submetering rules and regulations as established and amended by the Public Utility Commission of Texas in Substantive Rule No. 25.142, a copy of which is on file in the office of the City Secretary and on the Internet at:

<https://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.142/25.142.pdf>

All records and reports provided for in these rules and regulations, other than those specified below, shall be made available to the City upon request.

The customer shall not impose any additional charges on his tenants over and above those charges that are billed by the City. For verification purposes, the customer shall, within five days (5) after receipt of request, file a report with the Utilities Office Manager of the City showing a reconciliation of his billing to his tenants plus the billing for owner used energy with the charges that are billed by the City. This report shall provide as a minimum the following information:

A calculation of the average cost per kilowatt-hour for the current month.

A listing of all submeter readings and billings, including kilowatt-hour usage metered and total rate charge, for the current month.

- (f) **Electric Rider: Wind Watts Wind Energy Rider**

Availability. This optional service shall be available to all master metered customers who select wind generated energy as a source of electricity under the City's Wind Watts Program, in lieu of electricity provided from traditional generation. Wind Watt's energy is available to customers on a first-come, first-serve basis subject to available supply.

Application. Eligible customers may select service under this rider at three levels of participation:

10% of monthly energy requirements

50% of monthly energy requirements

100% of monthly energy requirements

Rate. Same rate as for small commercial customers plus the monthly Wind Watts charge for the appropriate participation level:

10%: \$0.0005/kWh

50%: \$0.0025/kWh

100%: \$0.005/kWh

(4) **Electric Rate - Schedule SC (Small Commercial Customers)**

- (a) Applicable to non-residential customers billed through a single meter whose monthly kilowatt demand does not exceed 15 kW. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service.
- (b) **Character of Service** - A.C., 60 cycles per second, single-phase, 120/240 volts; three-phase 120/240, 120/208, 240/480, 277/480 volts as available at point of service. Three-phase customers served via underground primary to padmounted transformers will be furnished only 120/208 or 277/480 volt service.
- (c) **Rate:**
 - Service Charge:** \$9.00 per month, plus
 - Energy Charge:** \$0.1344 per kWh for the first 1,000 kWh;
\$0.1028 per kWh for all kWh over 1,000.
- (d) **Billing Demand** - Demand meters will be installed on all commercial customers. A customer on this schedule whose metered demand is equal to or greater than 15 kW for any billing period shall be billed under the appropriate billing schedule for that demand for the next twelve-month period beginning with the current month.
- (e) **Transmission Delivery Adjustment** - The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).
- (f) **Electric Rider: Wind Watts Wind Energy Rider**

Availability. This optional service shall be available to all commercial customers who select wind generated energy as a source of electricity under the City's Wind Watts Program, in lieu of electricity provided from traditional generation. Wind Watt's energy is available to customers on a first-come, first-serve basis subject to available supply.

Application. Eligible customers may select service under this rider at three levels of participation:

10% of monthly energy requirements

50% of monthly energy requirements

100% of monthly energy requirements

Rate. Same rate as for small commercial customers plus the monthly Wind Watts charge for the appropriate participation level:

10%: \$0.0005/kWh

50%: \$0.0025/kWh

100%: \$0.005/kWh

(5) **Electric Rate - Schedule LP-1 (Medium Commercial Customers)**

- (a) Applicable to all commercial or industrial customers where service is taken through one meter at one point of delivery and where the monthly kilowatt demand is equal to or greater than 15 kW and less than 300 kW. Before service is furnished hereunder, an individual service agreement contract between the customer and the City may be required outlining all details of the service to be supplied, the terms of the contract, and the obligations of each party.
- (b) **Character of Service** - A.C., 60 cycles per second, single-phase, 120/240 volts; three phase 120/240, 120/208, 240/480, 277/480 volts as available at point of service. Three-phase customers served via underground primary to padmounted transformers will be furnished only 120/208 or 277/480 volt service.
- (c) **Rate:**
 - Service Charge:** \$25.00 per month, plus
 - Demand Charge:** \$10.40 per kW of monthly billing demand, plus
 - Energy Charge:** \$0.0729 per kWh for all kWh
- (d) **Minimum Monthly Charge** - The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
 - (i) \$181.00 per month plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - (ii) The sum of service, demand and energy charges under the above rate plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - (iii) The minimum monthly charge specified in customer's service contract with the City plus applicable transmission delivery adjustment on the kilowatt-hours used.
- (e) **Billing Demand** - The billing demand shall be in the maximum 15 minute measured kilowatt demand in the billing period, but not less than 50% of the peak demand measured in the twelve-month period ending with the current month. Unless otherwise specified in a firm electric service contract agreement, if at any time a customer billed under this schedule continues for a period of twelve consecutive months without a metered demand equal to or greater than 15 kW, Schedule SC shall apply beginning with the first month succeeding such twelve-month period. Likewise, a customer on this schedule whose metered demand is equal to or greater than 300 kW for any billing period shall be billed under Schedule LP-2 for the next twelve-month period beginning with the current month.
- (f) **Power Factor** - Should the power factor be lower than 0.90 lagging, the City may adjust the measured demand by multiplying by the ratio of 0.90 to the actual power factor.
- (g) **Primary Service** - Where service is taken by the customer at the City's available primary voltage and where the customer owns, operates, and maintains all service facilities except metering equipment, required to take service at such voltage, a credit

of 2% of the base rate charges will be allowed. Metering may be primary or secondary (corrected for the transformer losses) at the City's option.

- (h) **Transmission Delivery Adjustment** - The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).
- (i) **Electric Off Peak Rider** - This rider is used in lieu of demand fees when the off-peak demand exceeds the on-peak demand.

This off-peak rider shall apply in computing the customer's monthly electric bill. Under this rider, the demand for billing purposes shall be adjusted to be as follows:

$$\text{Off-peak Rider} = \frac{(X+Y)}{2}$$

Where:

X = the peak demand measured during the on-peak period

Y = the peak demand measured during the off-peak period

However, in no case shall the billing demand in any month be less than 50% of the peak demand measured in the twelve-month period ending with the current month.

The periods for application of this rider are defined as follows:

On-Peak Period - 6:00 AM through 11:00 PM on Monday through Friday

Off-Peak Period - 11:00 PM through 6:00 AM on Monday through Friday and 11:00 PM on Friday through 6:00 AM on Monday

- (j) **Electric Rider: Wind Watts Wind Energy Rider**

Availability. This optional service shall be available to all commercial customers who select wind generated energy as a source of electricity under the City's Wind Watts Program, in lieu of electricity provided from traditional generation. Wind Watt's energy is available to customers on a first-come, first-serve basis subject to available supply.

Application. Eligible customers may select service under this rider at three levels of participation:

10% of monthly energy requirements

50% of monthly energy requirements

100% of monthly energy requirements

Rate. Same rate as for medium commercial customers plus the monthly Wind Watts charge for the appropriate participation level:

10%:	\$0.0005/kWh
50%:	\$0.0025/kWh
100%:	\$0.005/kWh

(6) Electric Rate Schedule LP-2 (Large Commercial)

- (a) Applicable to all commercial or industrial customers where service is taken through one meter at one point of delivery and where the monthly kilowatt demand is equal to or greater than 300 kW and less than 1,500 kW. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service. Before service is furnished hereunder, an individual service agreement contract between the customer and the City may be required outlining all details of the service to be supplied, the terms of the contract, and the obligations of each party.
- (b) **Character of Service** - A.C., 60 cycles per second, three phase 120/208, 240/480, 277/480 volts as available at point of service. Three-phase customers served via underground primary to padmounted transformers will be furnished only 120/208 (up to 1,000 kVA of load) or 277/480 volt service.
- (c) **Rate:**
 - Service Charge:** \$75.00 per month, plus
 - Demand Charge:** \$10.40 per kW of monthly billing demand, plus
 - Energy Charge:** \$0.0703 per kWh for all kWh
- (d) **Minimum Monthly Charge** - The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
 - \$3,195.00 per month plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - The sum of service, demand and energy charges under the above rate plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
- (e) **Billing Demand** - The billing demand shall be in the maximum 15 minute measured kilowatt demand in the billing period, but not less than 50% of the peak demand measured in the twelve month period ending with the current month. Unless otherwise specified in a firm electric service contract agreement, if at any time a customer, billed under this schedule continues for a period of twelve consecutive months without a metered demand greater than or equal to 300 kW, Schedule LP-1 shall apply beginning with the first month succeeding such twelve month period.
- (f) **Power Factor** - Should the power factor be lower than 0.90 lagging, the City may adjust the measured demand by multiplying by the ratio of 0.90 of the actual power factor.

- (g) **Primary Service** - Where service is taken by the customer at the City's available primary voltage and where the customer owns, operates and maintains all service facilities, except metering equipment, required to take service at such voltage, a credit of 2% of the base rate charges will be allowed. Metering may be primary or secondary (corrected for the transformer losses) at the City's option.
- (h) **Transmission Delivery Adjustment** - The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).
- (i) **Electric On-Peak/Off-Peak Rider**

Upon the customer's request, this rider shall be made available to customers billed under the rate schedule LP-2, whose monthly demand is greater than 300 kW, and who can reduce their load during the City's On-Peak time between 5:00 p.m. and 8:00 p.m. Under this rider, the demand for billing purposes shall be adjusted to be as follows:

Rate: The applicable rate schedule demand charges shall be replaced by the following on-peak/off-peak rates:

On-Peak Demand Charge: \$6.65, plus

Off-Peak Demand Charge: \$3.75

However, in no case shall the off-peak billing demand in any month be less than 50% of the off-peak demand measured in the twelve-month period ending with the current month.

The periods for application of this rider are defined as follows:

On-Peak Period - 5:00 PM through 8:00 PM, daily.

Off-Peak Period - 8:00 PM through 5:00 PM, daily.

- (j) **Electric Rider: Wind Watts Wind Energy Rider**

Availability. This optional service shall be available to all commercial customers who select wind generated energy as a source of electricity under the City's Wind Watts Program, in lieu of electricity provided from traditional generation. Wind Watt's energy is available to customers on a first-come, first-serve basis subject to available supply.

Application. Eligible customers may select service under this rider at three levels of participation:

10% of monthly energy requirements

50% of monthly energy requirements

100% of monthly energy requirements

Rate. Same rate as for large commercial customers plus the monthly Wind Watts charge for the appropriate participation level:

10%: \$0.0005/kWh

50%: \$0.0025/kWh

100%: \$0.005/kWh

(7) Electric Rate Schedule LP - 3 (Industrial)

(a) Applicable to all industrial customers where service is taken through one meter at one point of delivery and where the monthly kilowatt demand is greater than or equal to 1,500 kW. Service will be furnished subject to the established rules and regulations of the City covering this type of service. Before service is furnished hereunder, an individual service agreement contract between the customer and the City may be required outlining all details of the service to be supplied, the terms of the contract, and the obligations of each party.

(b) **Character of Service** - A.C., 60 cycles per second, 277/480, 2400/4160, 7200/12,470 volts as available at point of service.

(c) **Rate:**

Service Charge: \$250.00 per month, plus

Demand Charge: \$9.85 per kW of monthly billing demand, plus

Energy Charge: \$0.0682 per kWh for all kWh

(d) **Minimum Monthly Charge** - The minimum monthly charge under this rate schedule shall be the highest of the following charges:

\$15,034.85 per month plus applicable transmission delivery adjustment on the kilowatt-hours used.

The sum of service, demand and energy charges under the above rate plus applicable transmission delivery adjustment on the kilowatt-hours used.

The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.

(e) **Billing Demand** - The billing demand shall be in the maximum 15-minute measured kilowatt demand in the billing period, but not less than 50% of the peak demand measured in the twelve-month period ending with the current month. Unless otherwise specified in a firm electric service contract agreement, if at any time a customer, billed under the schedule continues for a period of twelve consecutive months without a metered demand in equal to or greater than 1,500 kW, Schedule LP-2 shall apply beginning with the first month succeeding such twelve month period.

- (f) **Power Factor** - Should the power factor be lower than 0.90 lagging, the City may adjust the measured demand by multiplying by the ratio of 0.90 of the actual power factor.
- (g) **Primary Service** - Where service is taken by the customer at the City's available primary voltage and where the customer owns, operates and maintains all service facilities, except metering equipment, required to take service at such voltage, a credit of 2% of the base rate charges will be allowed. Metering may be primary or secondary (corrected for the transformer losses) at the City's option.
- (h) **Transmission Delivery Adjustment** - The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).
- (i) **Electric On-Peak/Off-Peak Rider**

Upon the customer's request, this rider shall be made available to customers billed under the rate schedule LP-3, whose monthly demand is 300 kW or greater, and who can reduce their load during the City's On-Peak time between 5:00 p.m. and 8:00 p.m. Under this rider, the demand for billing purposes shall be adjusted to be as follows:

Rate: The applicable rate schedule demand charges shall be replaced by the following on-peak/off-peak rates:

On-Peak Demand Charge: \$6.30, plus

Off-Peak Demand Charge: \$3.55

However, in no case shall the billing demand in any month be less than 50% of the peak demand measured in the twelve-month period ending with the current month.

The periods for application of this rider are defined as follows:

On-Peak Period - 5:00 PM through 8:00 PM, daily.

Off-Peak Period - 8:00 PM through 5:00 PM, daily.

- (j) **Electric Rider: Wind Watts Wind Energy Rider**

Availability. This optional service shall be available to all industrial customers who select wind generated energy as a source of electricity under the City's Wind Watts Program, in lieu of electricity provided from traditional generation. Wind Watt's energy is available to customers on a first-come, first-serve basis subject to available supply.

Application. Eligible customers may select service under this rider at three levels of participation:

10% of monthly energy requirements

50% of monthly energy requirements

100% of monthly energy requirements

Rate. Same rate as for industrial customers plus the monthly Wind Watts charge for the appropriate participation level:

10%: \$0.0005/kWh

50%: \$0.0025/kWh

100%: \$0.005/kWh

(8) Electric Rate-Schedule SL (Security Lights)

- (a) Applicable to all security lights installed and maintained by the City for customers at their request. The customer will be required to contract for security light service for a minimum period of three (3) years. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service.
- (b) **Additional construction costs for installing security lights:** The standard security light monthly fee includes installation of the security light on existing city-owned utility poles with available 120 volt service. No other facilities or poles shall be installed by the City or customer for the installation of security lights.
- (c) **Rates per month per light:**
 - (i) 100 Watt \$11.25
 - (ii) 400 Watt \$33.00



Legislation Details (With Text)

File #: 16-0566 **Version:** 1 **Name:** WW Rate Increase
Type: Ordinance **Status:** Agenda Ready
File created: 9/2/2016 **In control:** City Council Regular
On agenda: 9/22/2016 **Final action:**

Title: Presentation, possible action, and discussion regarding an ordinance amending Chapter 11, "Utilities" Section 2, "Water and Sewer Services," of the Code of Ordinances of the City of College Station, Texas having the effect of raising rates for wastewater service, clarifying service connection responsibilities, and establishing a fire flow test fee.

Sponsors: David Coleman

Indexes:

Code sections: Sec. 11-2. - Water and sewer services.

Attachments: [Ordinance.pdf](#)
[Redline Changes.pdf](#)

Date	Ver.	Action By	Action	Result
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Presentation, possible action, and discussion regarding an ordinance amending Chapter 11, "Utilities" Section 2, "Water and Sewer Services," of the Code of Ordinances of the City of College Station, Texas having the effect of raising rates for wastewater service, clarifying service connection responsibilities, and establishing a fire flow test fee.

Relationship to Strategic Goals:

- Financially Sustainable City
- Core Services and Infrastructure

Recommendation: Staff recommends approval of the ordinance.

Summary: The attached ordinance implements the sewer rates and fire flow test fee discussed with Council at the August 16, 2016 Budget Workshop, and will generate the revenue required for the FY-17 Budget that is being considered by City Council. The proposed rates will increase the Wastewater Service Charges and Usage Rates as follows, with an effective date of October 1, 2016:

Sewer Service Fees and Rates: 8% increase

This rate increase is required to keep up with the increased cost of operating the wastewater systems and to support the capital requirements described in the Wastewater Master Plan that was presented to City Council on June 9, 2016.

This ordinance revision will also clarify that developers are responsible to construct the private water

and sewer service lines in a re-development situation. The City will establish the actual service connection after the private service lines are constructed.

These changes are necessary to meet the demands of rapid growth, and staff recommends approval.

Budget & Financial Summary: The proposed new rates are estimated to generate approximately \$1.2 million in annual Wastewater Fund revenues. This increase is needed to continue meeting financial policies and bond covenants.

Attachments: Ordinance and redline changes.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 11, "UTILITIES" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING SECTIONS 2(D)(3) AND 2(D)(4) AS SET OUT BELOW; PROVIDING FOR AN INCREASE IN SEWER SERVICE FEES AND VOLUME RATES; CLARIFYING SERVICE CONNECTION RESPONSIBILITIES; ADDING SECTION 2(D)(5) TO CREATE A FIRE FLOW TEST FEE; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 11, "Utilities" Sections 2(D)(3) and 2(D)(4) 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 Chapter 11, "Utilities" Section 2(D)(5) is added to the Code of Ordinances of the City of College Station, Texas, as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 3: That all previous ordinances in direct conflict with this ordinance are hereby superseded and repealed.

PART 4: 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 5: New rates, fees, and other provisions are effective October 1, 2016.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2016.

ATTEST:

APPROVED:

Sherry Mashburn, City Secretary

Nancy Berry, Mayor

APPROVED:

City Attorney

Exhibit A**Sec. 11-2. - Water and sewer services.****D. Water and sewer rates, usage charges and fees.**

...

(3) Rates for sewerage service.

- (a) For customers using sewerage service for household purposes, where City water service is provided with a meter for each residential unit:

Service charge: \$20.28 for first four thousand (4,000) gallons of water metered.

Usage charge: \$4.06 per one thousand (1,000) gallons of water usage for the next six thousand (6,000) gallons of water metered.

Maximum billing: \$44.64 cap for metered water is ten thousand (10,000) gallons.

- (b) For customers using sewerage service for household purposes, multi-family residences with kitchen facilities in each residential unit where water service is provided without a meter for each residential unit:

Monthly charge per household unit: \$25.80

- (c) For customers using sewerage service for household purposes, multi-family residences with more than fifty (50) units without kitchen facilities in each unit:

Monthly charge per household unit: \$16.10

- (d) For customers using sewerage service for household purposes, multi-family residences having fifty (50) residential units or less without kitchen facilities in each residential unit, where water service is provided without a meter for each residential unit such as but not limited to fraternity houses, sorority houses, boarding houses and privately owned student dorms:

Service charge: \$17.40 per month

Usage charge: \$4.06 per one thousand (1,000) gallons of water usage.

- (e) For customers using sewerage service for commercial and/or industrial business establishments:

Service charge: \$17.40 per month

Usage charge: \$4.83 per one thousand (1,000) gallons of water usage.

- (f) For customers outside the City water service area (where City water meters do not exist), using City sewerage service for commercial and/or industrial business establishments the customer will be charged the monthly rate as set out in Subsection (e) herein, based on average rounded water use for the previous twelve (12) months:

Service charge: \$17.40 per month

Usage charge: \$4.83 per one thousand (1,000) gallons of water usage, based on average monthly water use for the previous twelve (12) months.

- (g) For customers outside the City water service area (where City water meters do not exist), using City sewerage service for household purposes, the customer will be charged the monthly rate as set out in Subsection (a) herein for ten thousand (10,000) gallons per month, unless the customer establishes, as determined by the City Manager, that the average rounded water usage is less than nine thousand one (9,001) gallons per month in which case the customer will be charged the following:

9,001—10,000 > gallons per month	\$44.64
7,001—9,000 gallons per month	\$36.51
5,001—7,000 gallons per month	\$28.39
0—5,000 gallons per month	\$20.28

- (h) For customers where sewerage service is provided through a satellite wastewater treatment plant not connected to the City's main sewer collection and treatment system (typically outside the corporate limits of the City):

Monthly charge per residential unit: \$49.05

- (i) Subject to available capacity under present City demand requirements, present system capability, anticipated demand requirements, and anticipated system capability, the City Council may enter into contracts for the sale of sanitary sewer service to wholesale customers outside the City's corporate limits.
- (j) All customers receiving sewer service under contract where the sewer rates are not addressed in the contract shall pay 1.15 times the amounts set forth above.

(4) Water and sewer service connection fees, and sewer inspection fees.

The City shall set-in all or direct the set-in of all water meters and shall inspect all water and sewer taps and connections to the City water and/or sewer system. All connections shall be made in accordance with the Bryan/College Station Unified Design Guidelines and Technical Specifications.

(a) Fee for water service connection.

The City will charge a service charge to all customers connecting to the water system within or outside the corporate limits of the City. The service charge will be based on water meter size.

- (i) The water service connection fee shall apply to all connections to the water system, including meter set-ins.

Service Charge for Water Connection:

Meter Size	Charge
¾ inch	\$607.00
1 inch	\$739.00
1 ½ inch	\$2,001.00
2 inch	\$2,961.00

(ii) For three-inch and larger water meters, a \$100 service charge will be assessed and includes only an inspection fee. Meters of this size must be purchased by the developer that meet current City specifications. Developer is responsible for contracting a licensed/bonded contractor, acquiring applicable permits to install the service connection in accordance with City specifications, and is to be inspected by City before meter is placed into service.

(iii) Redevelopment and/or Subdivision of Property.

When the use of an existing residential parcel is changed, such that the existing water service is no longer appropriate, the owner or developer is responsible for installing new taps and service stub outs for each new lot or building plot. All work must be performed by a licensed contractor, inspected by the City, and installed in accordance with the City's specifications and details. The City will install a water meter and meter enclosure once the owner completes the service line work and the respective service connection fee is paid.

(iv) Street crossing charge; water.

For properties not being subdivided or redeveloped, requested water service connections which require crossing a street, thoroughfare, improved alley or any appurtenance or portion thereof, an additional charge will be assessed based on length, depth, site conditions, conflicts, etc. The Owner will be required to be pay determined amount before any work is to commence by the City.

(b) Fee for sewer service connection.

All customers connecting to the sewerage system within or outside the corporate limits of the City will have a service charge based on sewer connection size.

(i) Service charge for sewer connection:

Sewer Connection Size	Charge
4 inch / RESIDENTIAL	\$350.00
6 inch / NON-RESIDENTIAL	\$100.00

(ii) For all six-inch/non-residential sewer connections, the service charge includes only an inspection fee. Developer is responsible for contracting a licensed/bonded contractor, acquiring applicable permits to install the service connection in accordance with City specifications, and is subject to City inspection.

(iii) Redevelopment and/or Subdivision of Property.

When the use of an existing residential parcel is changed, such that the existing wastewater service is no longer appropriate, the owner or developer is responsible for installing new taps and service stub outs for each new lot or building plot. All work must be performed by a licensed contractor, inspected by the City, and installed in accordance with the City's specifications and details. The City will install a clean-out with an enclosure once the owner completes the service line work and the respective service connection fee is paid.

(iv) Street crossing charge; sewer.

For properties not being subdivided or redeveloped, requested sewer service connections which require crossing of a street, thoroughfare, improved alley or any appurtenance or portion thereof, an additional charge will be assessed based on length, depth, site conditions, conflicts, etc. The Owner will be required to be pay determined amount before any work is to commence by the City.

(c) **Materials and equipment.**

All materials and equipment used in making any utility connection remains the property of the City.

(5) **Fire Flow Testing.**

For customers requesting a fire flow test on the existing City water system, an additional charge will be assessed as described herein.

Fire Flow Test Fee: \$100 per tested hydrant

(6) **General provisions.**

The City, shall be notified of any new service locations or changes in service levels. The City can require changes in service levels at any location when the current service is inadequate or is causing a health or service problem.

Exhibit A

Sec. 11-2. - Water and sewer services.

D. Water and sewer rates, usage charges and fees.

...

(3) Rates for sewerage service.

- (a) For customers using sewerage service for household purposes, where City water service is provided with a meter for each residential unit:

Service charge: \$~~20.28~~~~18.78~~ for first four thousand (4,000) gallons of water metered.

Usage charge: \$~~4.06~~~~3.76~~ per one thousand (1,000) gallons of water usage for the next six thousand (6,000) gallons of water metered.

Maximum billing: \$~~44.64~~~~41.34~~ cap for metered water is ten thousand (10,000) gallons.

- (b) For customers using sewerage service for household purposes, multi-family residences with kitchen facilities in each residential unit where water service is provided without a meter for each residential unit:

Monthly charge per household unit: \$~~25.80~~ ~~23.89~~

- (c) For customers using sewerage service for household purposes, multi-family residences with more than fifty (50) units without kitchen facilities in each unit:

Monthly charge per household unit: \$~~16.10~~ ~~14.91~~

- (d) For customers using sewerage service for household purposes, multi-family residences having fifty (50) residential units or less without kitchen facilities in each residential unit, where water service is provided without a meter for each residential unit such as but not limited to fraternity houses, sorority houses, boarding houses and privately owned student dorms:

Service charge: \$~~17.40~~~~16.11~~ per month

Usage charge: \$~~4.06~~~~3.76~~ per one thousand (1,000) gallons of water usage.

- (e) For customers using sewerage service for commercial and/or industrial business establishments:

Service charge: \$~~17.40~~~~16.11~~ per month

Usage charge: \$~~4.83~~~~4.7~~ per one thousand (1,000) gallons of water usage.

- (f) For customers outside the City water service area (where City water meters do not exist), using City sewerage service for commercial and/or industrial business establishments the customer will be charged the monthly rate as set out in Subsection (e) herein, based on average rounded water use for the previous twelve (12) months:

Service charge: \$~~17.40~~~~16.11~~ per month

Usage charge: \$4.~~83~~⁴⁷ per one thousand (1,000) gallons of water usage, based on average monthly water use for the previous twelve (12) months.

- (g) For customers outside the City water service area (where City water meters do not exist), using City sewerage service for household purposes, the customer will be charged the monthly rate as set out in Subsection (a) herein for ten thousand (10,000) gallons per month, unless the customer establishes, as determined by the City Manager, that the average rounded water usage is less than nine thousand one (9,001) gallons per month in which case the customer will be charged the following:

9,001—10,000 > gallons per month	\$ 44.64 ^{41.34}
7,001—9,000 gallons per month	\$ 36.51 ^{33.81}
5,001—7,000 gallons per month	\$ 28.39 ^{26.29}
0—5,000 gallons per month	\$ 20.28 ^{18.78}

- (h) For customers where sewerage service is provided through a satellite wastewater treatment plant not connected to the City's main sewer collection and treatment system (typically outside the corporate limits of the City):

Monthly charge per residential unit: \$~~49.05~~ ^{45.42}

- (i) Subject to available capacity under present City demand requirements, present system capability, anticipated demand requirements, and anticipated system capability, the City Council may enter into contracts for the sale of sanitary sewer service to wholesale customers outside the City's corporate limits.
- (j) All customers receiving sewer service under contract where the sewer rates are not addressed in the contract shall pay 1.15 times the amounts set forth above.

(4) Water and sewer ~~service connection~~ tap fees, meter set-in fees, and sewer inspection fees.

The City shall set-in all or direct the set-in of all water meters and shall inspect all water and sewer taps and connections to the City water and/or sewer system. All ~~taps and~~ connections shall be made in accordance with the Bryan/College Station Unified Design Guidelines and Technical Specifications.

- (a) **Fee for water ~~service connection~~ tap.**

The City will charge a service charge to all customers connecting to the water system within or outside the corporate limits of the City. The service charge will be based on water ~~meter~~ tap size.

- (i) The water ~~tap~~ service ~~connection fee~~ charge shall apply to all connections to the water system, ~~including requiring a tap to be made to the water main, construction of the service line and~~ meter set-in~~sin~~.

Service Charge for Water Connection Tap:

<u>Meter Tap Size</u>	<u>Charge</u>
¾ inch	\$607.00
1 inch	\$739.00
1 ½ inch	\$2,001.00
2 inch	\$2,961.00

(ii) For three-inch and ~~larger four-inch~~ water meters, a \$100 taps, ~~the~~ service charge will be assessed and includes only ~~the purchase of the meter and~~ an inspection fee. Meters of this size must be purchased ~~by from~~ the developer that meet current City specifications. Developer is responsible for contracting a licensed/bonded contractor, acquiring applicable permits ~~the making of the tap according to~~ install the service connection in accordance with City specifications, and is ~~subject to~~ be inspected by City before meter is placed into service. ~~inspection.~~

(iii) Redevelopment and/or Subdivision of Property

When the use of an existing residential parcel is changed, such that the existing water service is no longer appropriate, the owner or developer is responsible for installing new taps and service stub outs for each new lot or building plot. All work must be performed by a licensed contractor, inspected by the City, and installed in accordance with the City's specifications and details. The City will install a water meter and meter enclosure once the owner completes the service line work and the respective service connection fee is paid.

(iv) Street crossing charge; water.

For properties not being subdivided or redeveloped, requested water service connections ~~For those taps or meter set-ins~~ which require crossing a street, thoroughfare, improved alley or any appurtenance or portion thereof, an additional charge will be assessed based on length, depth, site conditions, conflicts, etc. The Owner will be required to be pay determined amount before any work is to commence by the City as described herein.

Street crossing charge: \$15.00 per linear foot.

(b) **Fee for sewer service connection tap.**

All customers connecting to the sewerage system within or outside the corporate limits of the City will have a service charge based on sewer connection tap size.

(i) **Service charge for sewer connection tap:**

Sewer <u>Connection-Tap</u> Size	Charge
4 inch / <u>RESIDENTIAL</u>	\$350.00
6 inch / <u>NON-RESIDENTIAL</u>	\$100.00

(ii) For all six-inch/non-residential sewer connectionstaps, the service charge includes only an inspection fee. Developer is responsible for contracting a licensed/bonded contractor, acquiring applicable permits to install the service connection in accordance with making of the tap according to City specifications, and is subject to City inspection.

(iii) Redevelopment and/or Subdivision of Property

When the use of an existing residential parcel is changed, such that the existing wastewater service is no longer appropriate, the owner or developer is responsible for installing new taps and service stub outs for each new lot or building plot. All work must be performed by a licensed contractor, inspected by the City, and installed in accordance with the City's specifications and details. The City will install a clean-out with an enclosure once the owner completes the service line work and the respective service connection fee is paid.

(iv) Street crossing charge; sewer.

For properties not being subdivided or redeveloped, requestedthose sewer service connectionstaps which require crossing of a street, thoroughfare, improved alley or any appurtenance or portion thereof, an additional charge will be assessed based on length, depth, site conditions, conflicts, etc. The Owner will be required to be pay determined amount before any work is to commence by the Cityas described herein.

Street crossing charge: \$15.00 per linear foot

(c) **Materials and equipment.**

All materials and equipment used in making any utility connection remains the property of the City.

(5) **Fire Flow Testing.**

For customers requesting a fire flow test on the existing City water system, an additional charge will be assessed as described herein.

Fire Flow Test Fee: \$100 per tested hydrant

(6) General provisions.

(a) —The City, shall be notified of any new service locations or changes in service levels. The City can require changes in service levels at any location when the current service is inadequate or is causing a health or service problem.



Legislation Details (With Text)

File #: 16-0596 **Version:** 1 **Name:** PUE Abandonment - Spring Creek Commons

Type: Ordinance **Status:** Agenda Ready

File created: 9/8/2016 **In control:** City Council Regular

On agenda: 9/22/2016 **Final action:**

Title: Public Hearing, presentation, possible action, and discussion regarding an ordinance vacating and abandoning a 3,402 square feet portion of a 15-foot wide Public Utility Easement, which is located on Lot 3, Block 1 of the Spring Creek Commons Phase 4 & 5, according to the plat recorded in Volume 9287, Page 128, of the Official Records of Brazos County, Texas.

Sponsors: Carol Cotter

Indexes:

Code sections:

Attachments: [VicinityMap](#)
[Location Map](#)
[Ordinance](#)
[Exhibit A](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance vacating and abandoning a 3,402 square feet portion of a 15-foot wide Public Utility Easement, which is located on Lot 3, Block 1 of the Spring Creek Commons Phase 4 & 5, according to the plat recorded in Volume 9287, Page 128, of the Official Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure

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

Summary: This public utility easement abandonment accommodates future development of the tract. There are no public or private utilities in the subject portion of the easement to be abandoned.

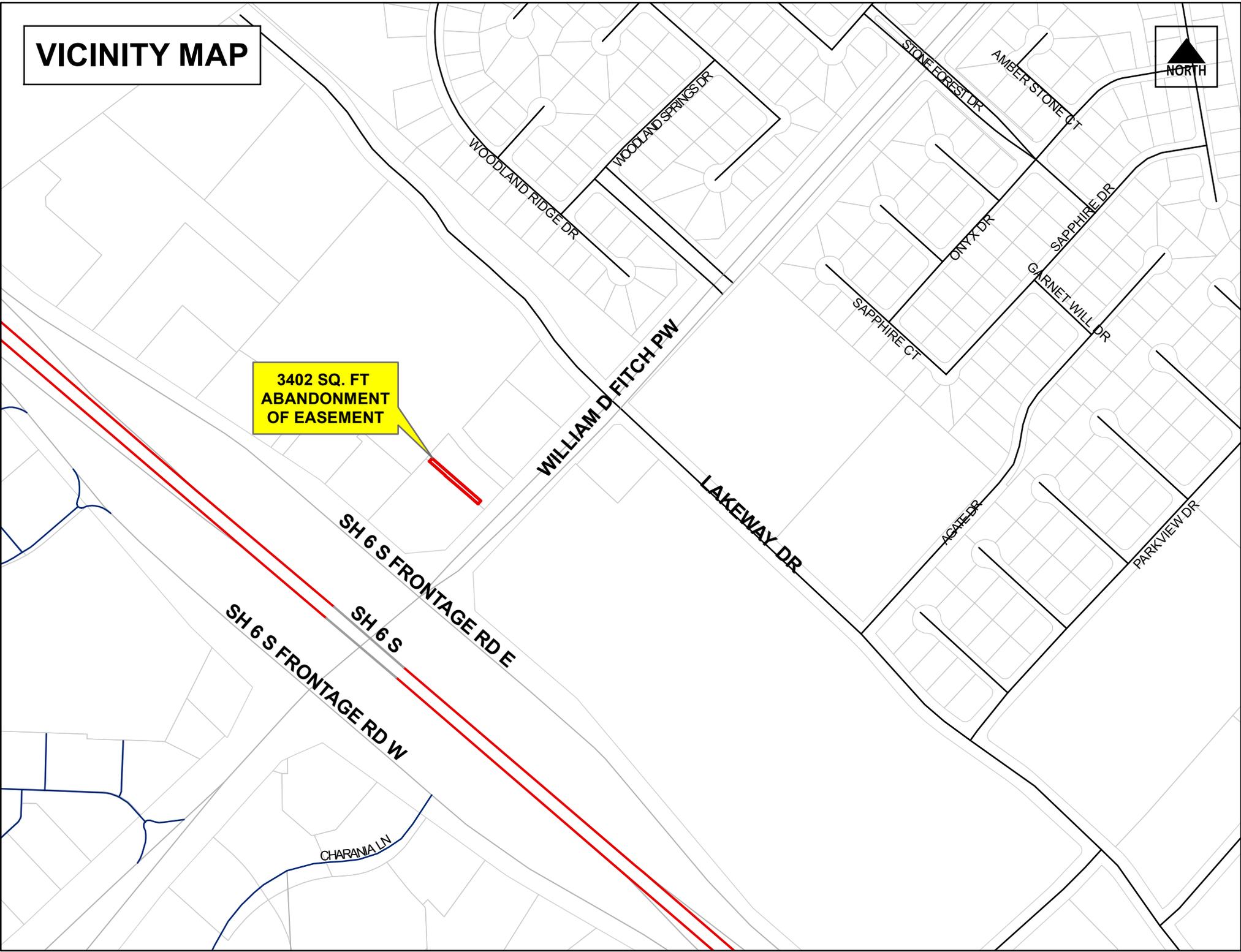
The 3,402 square feet portion of the 15-foot wide public utility easement to be abandoned is located on Lot 3, Block 1 of the Spring Creek Commons Phases 4 & 5, according to the plat recorded in Volume 9287, Page 128 of the Official Records of Brazos County, Texas.

Budget & Financial Summary: N/A

Attachments:

1. Vicinity Map
2. Location Map
3. Ordinance
4. Exhibit "A"

VICINITY MAP



**3402 SQ. FT
ABANDONMENT
OF EASEMENT**

SH 6 S FRONTAGE RD E
SH 6 S
SH 6 S FRONTAGE RD W

WILLIAM D FITCH PW
LAKEWAY DR

CHARANIA LN

WOODLAND RIDGE DR

WOODLAND SPRINGS DR

STONE FOREST DR

AMBER STONE CT

SAPPHIRE CT

ONYX DR

SAPPHIRE DR

GARNET WILL DR

AGATE DR

PARKVIEW DR



ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING 3,402 SQUARE FEET OF A PUBLIC UTILITY EASEMENT LOCATED ON LOT 3, BLOCK 1, OF SPRING CREEK COMMONS, PHASE 4 & 5, ACCORDING TO THE PLAT RECORDED IN VOLUME 9287, PAGE 128 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of the 15-foot wide Public Utility Easement, located on Lot 3, Block 1, of Spring Creek Commons, Phase 4 & 5, according to the plat recorded in Volume 9287, Page 128, of the Official Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (such portion hereinafter referred to as the "PUE"); and

WHEREAS, in order for the PUE to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the PUE described in Exhibit "A" attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the PUE will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the PUE.
3. There is no anticipated future public need or use for the PUE.
4. Abandonment of the PUE will not impact access for all public utilities to serve current and future customers.

PART 2: That the PUE as described in Exhibit "A" be abandoned and vacated by the City.

ORDINANCE NO. _____

Page 2 of 2

PASSED, ADOPTED and APPROVED this _____ day of _____, 2016.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

Exhibit "A"

**METES AND BOUNDS DESCRIPTION
OF A
3402 SQUARE FOOT TRACT
SPRING CREEK COMMONS, PHASE 4 & 5
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF LOT 3, BLOCK 2, SPRING CREEK COMMONS, PHASE 4 & 5, ACCORDING TO THE PLAT RECORDED IN VOLUME 9287, PAGE 128 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A 15.00 FOOT WIDE PUBLIC UTILITY EASEMENT AS DESCRIBED IN VOLUME 9287, PAGE 128 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, SAME BEING A 15.00 FOOT WIDE WATER LINE EASEMENT AS DESCRIBED IN VOLUME 9281, PAGE 215 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT A ½ INCH IRON ROD FOUND ON THE NORTHWEST LINE OF WILLIAM D. FITCH PARKWAY (130' R.O.W.) MARKING THE SOUTH CORNER OF SAID LOT 3 AND THE EAST CORNER OF LOT 1, BLOCK 1, ALAM ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 4261, PAGE 181 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, FOR REFERENCE AN "X" IN CONCRETE ON THE NORTHWEST LINE OF WILLIAM D. FITCH PARKWAY MARKING THE EAST CORNER OF SAID LOT 3 BEARS: N 43° 03' 27" E FOR A DISTANCE OF 98.70 FEET;

THENCE: N 49° 07' 56" W ALONG THE COMMON LINE OF SAID LOT 3 AND SAID LOT 1 FOR A DISTANCE OF 30.31 FEET TO THE NORTHWEST LINE OF AN EXISTING 0.70 ACRE POWER LINE EASEMENT AS DESCRIBED IN VOLUME 1231, PAGES 20, 25 AND 30 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, AND THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 49° 07' 56" W CONTINUING ALONG THE COMMON LINE OF SAID LOT 3 AND SAID LOT 1 FOR A DISTANCE OF 226.59 FEET, FOR REFERENCE AN "X" FOUND IN CONCRETE AT AN EXISTING SANITARY SEWER MANHOLE ON THE SOUTHEAST LINE OF LOT 10, BLOCK 1, SPRING CREEK COMMONS, PHASE 4 & 5 (PLAT 9287/128) MARKING THE COMMON CORNER OF SAID LOT 3 AND SAID LOT 1 BEARS: N 49° 07' 56" W FOR A DISTANCE OF 15.00 FEET;

THENCE: THROUGH SAID LOT 3 FOR THE FOLLOWING CALLS:

N 41° 15' 49" E THROUGH SAID EXISTING 15.00 FOOT WIDE EASEMENTS FOR A DISTANCE OF 15.00 FEET;

S 49° 07' 56" E ALONG THE NORTHEAST LINE OF SAID EXISTING EASEMENTS FOR A DISTANCE OF 227.03 FEET;

S 42° 55' 14" W THROUGH SAID EXISTING EASEMENTS AND ALONG THE NORTHWEST LINE OF SAID POWER EASEMENT FOR A DISTANCE OF 15.01 FEET TO THE **POINT OF BEGINNING** CONTAINING 3402 SQUARE FEET OF LAND, MORE OF LESS, AS SURVEYED ON THE GROUND. BEARING SYSTEM SHOWN HEREIN IS BASED ON THE TEXAS STATE PLANE CENTRAL ZONE GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION. DISTANCES SHOWN HEREIN ARE GRID DISTANCES. TO CONVERT TO SURFACE DISTANCES MULTIPLY BY A COMBINED SCALE FACTOR OF 1.00008478115335 (CALCULATED USING GEOID 2012A).

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

//JOBS/16-570/16-570.DOCX

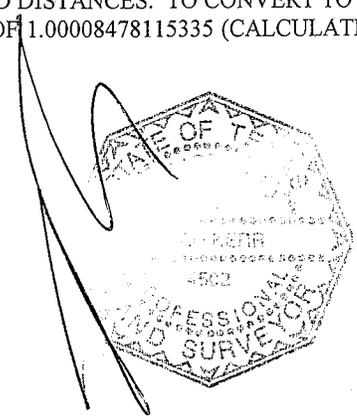
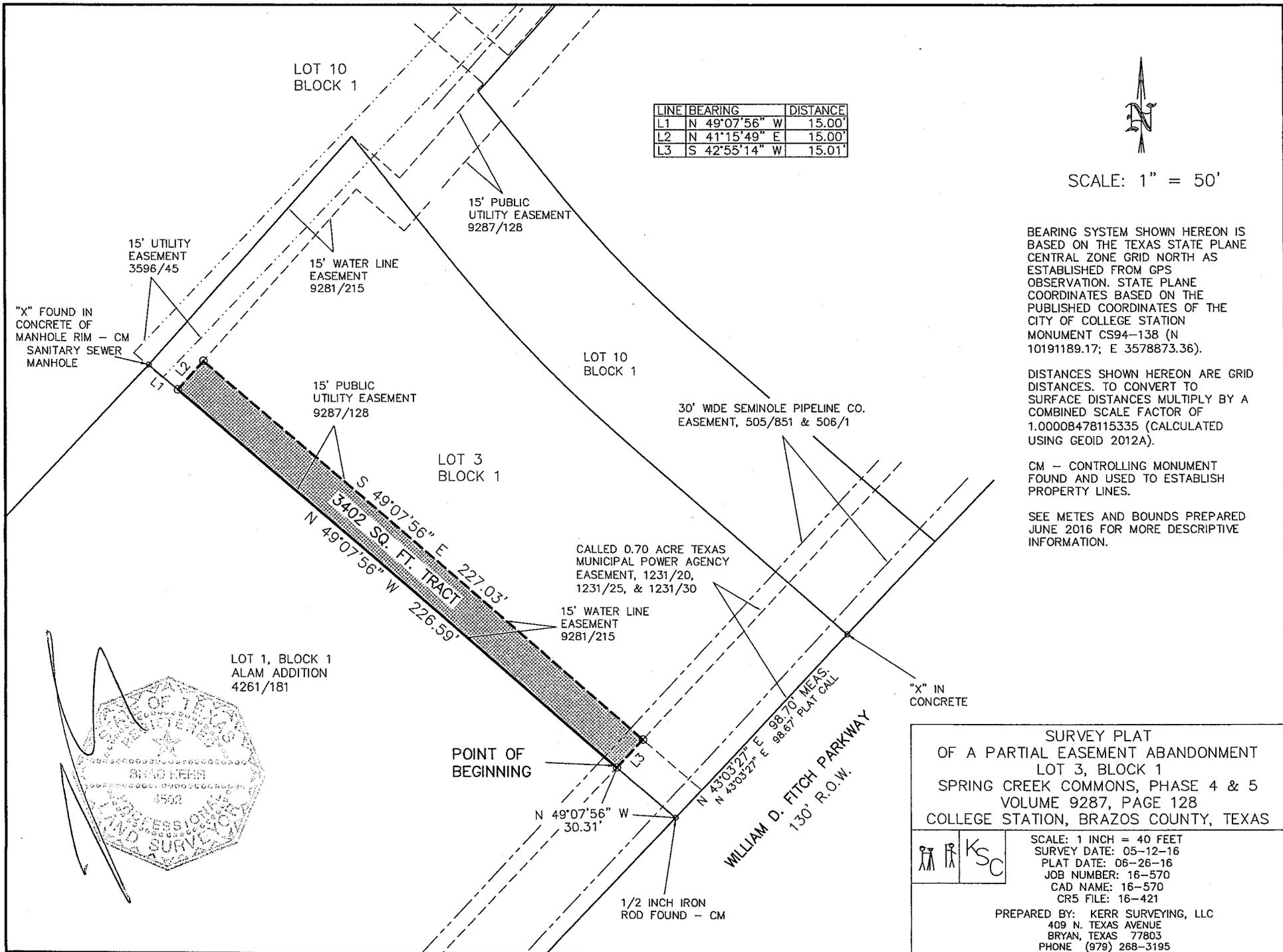


Exhibit "A"



BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS STATE PLANE CENTRAL ZONE GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION. STATE PLANE COORDINATES BASED ON THE PUBLISHED COORDINATES OF THE CITY OF COLLEGE STATION MONUMENT CS94-138 (N 10191189.17; E 3578873.36).

DISTANCES SHOWN HEREON ARE GRID DISTANCES. TO CONVERT TO SURFACE DISTANCES MULTIPLY BY A COMBINED SCALE FACTOR OF 1.00008478115335 (CALCULATED USING GEOID 2012A).

CM - CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY LINES.

SEE METES AND BOUNDS PREPARED JUNE 2016 FOR MORE DESCRIPTIVE INFORMATION.

**SURVEY PLAT
OF A PARTIAL EASEMENT ABANDONMENT
LOT 3, BLOCK 1
SPRING CREEK COMMONS, PHASE 4 & 5
VOLUME 9287, PAGE 128
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

SCALE: 1 INCH = 40 FEET
 SURVEY DATE: 05-12-16
 PLAT DATE: 06-26-16
 JOB NUMBER: 16-570
 CAD NAME: 16-570
 CR5 FILE: 16-421
 PREPARED BY: KERR SURVEYING, LLC
 409 N. TEXAS AVENUE
 BRYAN, TEXAS 77803
 PHONE (979) 268-3195





Legislation Details (With Text)

File #: 16-0602 **Version:** 1 **Name:** W-WW Impact Fees
Type: Ordinance **Status:** Agenda Ready
File created: 9/9/2016 **In control:** City Council Regular
On agenda: 9/22/2016 **Final action:**
Title: Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 15, "Impact Fees," of the Code of Ordinances of the City of College Station, Texas providing for system-wide impact fees for water and wastewater services within the City and portions of its extraterritorial jurisdiction.
Sponsors: David Coleman
Indexes:
Code sections:
Attachments: [ORD Amend Ch 15 10 w-ww FINAL.pdf](#)
[ORD excerpt 15-6 thru 15-9.pdf](#)

Date	Ver.	Action By	Action	Result
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Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 15, "Impact Fees," of the Code of Ordinances of the City of College Station, Texas providing for system-wide impact fees for water and wastewater services within the City and portions of its extraterritorial jurisdiction.

Relationship to Strategic Goals:

- Financially Sustainable City
- Core Services and Infrastructure

Recommendation: Staff recommends approval of the ordinance.

Summary: On 28 January 2016, City Council approved a consulting contract with Freese & Nichols to perform an Impact Fee study for Water and Wastewater. On 14 July 2016, City Council approved the resulting Land Use Assumptions and Capital Improvement Plan. On 8 September 2016, City Council provided guidance to staff regarding a potential Ordinance to implement system-wide impact fees for water and wastewater service.

Staff presents the attached Ordinance, with an effective date of 1 December 2016, which would implement the following impact fees (in two phases) within the entire City service areas and portions of the extra-territorial jurisdiction:

Water Meter Size	Water Impact Fee	Water Impact Fee
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	per meter	per meter
	Eff. 1 Dec 2016	Eff. 1 Dec 2017
5/8"	\$250	\$500
1"	\$425	\$850
1-1/2"	\$2,675	\$5,350
2"	\$2,675	\$5,350
3"	\$6,675	\$13,350
4"	\$13,325	\$26,650
6"	\$26,675	\$53,350
8"	\$45,000	\$90,000
10"	\$66,675	\$133,350

Water Meter Size	Wastewater Impact	Wastewater Impact
	Fee, per meter	Fee, per meter
	Eff. 1 Dec 2016	Eff. 1 Dec 2017
5/8"	\$1,500	\$3,000
1"	\$2,550	\$5,100
1-1/2"	\$8,025	\$16,050
2"	\$8,025	\$16,050
3"	\$20,025	\$40,050
4"	\$39,975	\$79,950
6"	\$80,025	\$160,050
8"	\$135,000	\$270,000
10"	\$200,025	\$400,050

Budget & Financial Summary: The proposed new impact fees are estimated to generate approximately \$32.4 million over the next ten years, to partially fund capital costs required to meet the demands of growth.

Legal Review: Yes.

Attachment: Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CHAPTER 15 OF ITS CODE OF ORDINANCES; PROVIDING FOR SYSTEM-WIDE IMPACT FEES FOR WATER AND WASTEWATER SERVICES WITHIN THE CITY AND PORTIONS OF ITS EXTRATERRITORIAL JURISDICTION; PROVIDING FOR SEVERALBILITY; DECLARING A PENALTY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER.

WHEREAS, on or about January 28, 2016, the City of College Station (“City”) acting by and through its City Council secured the professional services of Freese and Nichols (“Consultant”) to consider imposition of system-wide water services impact fees and system-wide wastewater services impact fees the latter of which includes portions of the City’s extraterritorial jurisdiction; and

WHEREAS, Chapter 395, Texas Local Government Code, sets forth the requirements and procedures to be followed when considering the imposition of such fees; and

WHEREAS, on or about March 31, 2016 the City appointed an advisory committee; and

WHEREAS, the City adopted Resolution No. 06-09-16-21 on or about June 9, 2016 setting a public hearing to consider land use assumptions and capital improvements plan; and

WHEREAS the City made such land use assumptions and capital improvements plans for both water and wastewater available to the public by when notice of the public hearing to consider same was timely published; and

WHEREAS, following such public hearing regarding the land use assumptions and capital improvements plans, the City Council of the City adopted Resolution No. 07-14-16-01 on or about July 14, 2016 approving same; and

WHEREAS, the City adopted Resolution No. 08-25-16-2c on or about August 25, 2016 setting a public hearing to consider the imposition of system-wide water services impact fees and system-wide wastewater services impact fees and timely published notice of same; and

WHEREAS, on or about September 8, 2016 the City Council of the City received the advisory committee’s written comments; and

WHEREAS, on or about September 22, 2016 a public hearing was held to consider the imposition of impact fees for system-wide water services and for system-wide wastewater services; and

WHEREAS, in accordance with Chapter 2007, Texas Government Code, a Takings Impact Assessment was prepared and duly adopted on or about July 14, 2016 with respect to the proposed wastewater services impact fees as affecting portions of the City’s extraterritorial jurisdiction; and

WHEREAS, the City has duly complied with all applicable requirements to consider the imposition of impact fees as described herein and as allowed and required by law, and now desires to adopt system-wide water services impact fees and system-wide wastewater collection and treatment services impact fees; now therefore

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

Part 1: That Chapter 15, titled “Impact Fees” of the Code of Ordinances of the City of College Station, Texas, is hereby 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 Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not less than Twenty-Five Dollars (\$25.00) or more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective not less than ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

Part 4: This Ordinance shall go into effective December 1, 2016.

PASSED, ADOPTED and APPROVED this 22nd day of September, 2016.

APPROVED:

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT “A”

That Chapter 15, “Impact Fees” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

“Chapter 15 - IMPACT FEES**Article I. Local Area Impact Fees.**

Sec. 15-1. - General provisions.

A. Short title.

Reserved.

B. Purpose.

This article is intended to assure the provision of adequate public facilities to serve new development in the City by requiring each development to pay its pro rata share of the costs of such improvements necessitated by and attributable to such new development.

C. Authority.

This article is adopted pursuant to Texas Local Government Code Chapter 395, (S.B. 336) and pursuant to the College Station City Charter. The provisions of this article shall not be construed to limit the power of the City to utilize other methods authorized under State law or pursuant to other City powers to accomplish the purposes set forth herein, either in substitution or in conjunction with this article. Guidelines may be developed by resolution or otherwise to implement and administer this article.

D. Definitions.

- (1) **Advisory Committee** means the Planning and Zoning Commission or such committee as may be appointed by City Council to meet the requirements of Chapter 395, Texas Local Government Code regarding impact fees.
- (2) **Area-related facility** means a capital improvement or facility expansion which is designated in the Impact Fee Capital Improvements Plan and which is not a site-related facility. Area-related facility may include a capital improvement which is located off-site, within, or on the perimeter of the development site.
- (3) **Assessment** means the determination of the amount of the maximum impact fee per service unit which can be imposed on new development pursuant to this Article.
- (4) **Capital improvement** means either a roadway facility, a water facility, a sanitary sewer facility or a drainage facility, with a life expectancy of three (3) or more years, to be owned and operated by or on behalf of the City.
- (5) **City** means the City of College Station, Texas.
- (6) **Credit** means the amount of the reduction of an impact fee for fees, payments or charges for the same type of capital improvements for which the fee has been assessed.
- (7) **Facilities expansion** means either a roadway expansion, a water facility expansion or a sanitary sewer facility expansion.

- (8) **Final plat approval** or **approval of a final plat** means the point at which the applicant has complied with all conditions of approval, and the plat has been released for filing with Brazos County.
- (9) **Impact fee** means either a fee for roadway facilities, a fee for water facilities, or a fee for sanitary sewer facilities imposed on new development by the City pursuant to this article in order to fund or recoup the costs of capital improvements or facilities expansions necessitated by and attributable to such new development. Impact fees do not include the dedication of rights-of-way or easements for such facilities, or the construction of such improvements. Impact fees also do not include pro rata charges or acreage charges for sanitary sewer improvements or front footage charges for sanitary sewer and water lines imposed pursuant to Section 11-3 of the utility chapter; or funds deposited in escrow for the construction of roadway improvements imposed pursuant to the subdivision chapter.
- (10) **Impact fee capital improvements plan** means either a roadway improvements plan, a water improvements plan or a sanitary sewer improvements plan adopted or revised pursuant to this article. Impact fee capital improvements plan may refer to either the plan for a particular service area or to the aggregation of capital improvements or facilities expansions and the associated costs programmed for all service areas for a particular category of capital improvements or facilities expansions.
- (11) **Land use assumptions** means the projections of population and employment growth and associated changes in land uses, densities and intensities adopted by the City, as may be amended from time to time, upon which the impact fee capital improvements plans are based.
- (12) **New development** means a project involving the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure, or any use or extension of land, which has the effect of increasing the requirements for capital improvements or facility expansions, measured by the number of service units to be generated by such activity, and which requires either the approval and filing with Brazos County of a plat pursuant to the City's subdivision regulations, the issuance of a building permit, or connection to the City's water or sanitary sewer system.
- (13) **Offset** means the amount of the reduction of an impact fee designed to fairly reflect the value of area-related facilities or other roadway facilities pursuant to rules herein established or administrative guidelines, provided by a developer pursuant to the City's subdivision regulations or requirements.
- (14) **Recoupment** means the imposition of an impact fee to reimburse the City for capital improvements which the City has previously oversized to serve new development.
- (15) **Roadway** means any thoroughfare, major or minor arterials or collectors designated in the City's adopted Thoroughfare Plan, as may be amended from time to time. Roadway does not include any roadway designated as a numbered highway on the official federal or Texas highway system.
- (16) **Roadway expansion** means the expansion of the capacity or redesign of an existing roadway in the City, but does not include the repair, maintenance, modernization, or expansion of an existing roadway to better serve existing development.
- (17) **Roadway facility** means an improvement or appurtenance to a roadway which includes, but is not limited to, design, rights-of-way, whether conveyed by deed or easement; intersection improvements; traffic control devices; turn lanes; drainage facilities

associated with the roadway; street lighting or curbs. Roadway facility also includes any improvement or appurtenance to an intersection with a roadway officially enumerated in the Federal or Texas Highway System. Roadway facility excludes those improvements or appurtenances to a roadway which are site-related facilities.

- (18) **Roadway improvements plan** means the adopted plan, as may be amended from time to time, which identifies the roadway facilities or roadway expansions and their costs for each roadway benefit area, which are necessitated by and which are attributable to new development, for a period not to exceed ten (10) years, which are to be financed in whole or in part through the imposition of roadway facilities fees pursuant to this article.
- (19) **Service area** means either a roadway benefit area, a water benefit area, or sanitary sewer benefit area within the City, within which impact fees for capital improvements or facilities expansions will be collected for new development occurring within such area and within which fees so collected will be expended for those types of improvements or expansions identified in the type of capital improvements plan applicable to the service area.
- (20) **Service unit** means the applicable standard units of measure shown on the conversion table in the Impact Fees Capital Improvements Plan which can be converted to living unit equivalents (L.U.E.) as set out in Exhibit B in the Capital Improvements Plan, as the context indicates, which serves as the standardized measure of consumption, use or generation attributable to the new unit of development.
- (21) **Sanitary sewer facility** means an improvement for providing sanitary sewer service, including, but not limited to, land or easements, treatment facilities, lift stations, or interceptor mains. Sanitary sewer facility excludes sanitary sewer lines or mains which are constructed by developers, the costs of which are reimbursed from pro rata charges paid by subsequent users of the facilities. Sanitary sewer facilities exclude site-related facilities.
- (22) **Sanitary sewer facility expansion** means the expansion of the capacity of any existing sanitary sewer improvement for the purpose of serving new development, but does not include the repair, maintenance, modernization, or expansion of an existing sanitary sewer facility to serve existing development.
- (23) **Sanitary sewer improvements plan** means the adopted plan, as may be amended from time to time, which identifies the sanitary sewer facilities or sanitary sewer expansions and their associated costs which are necessitated by and which are attributable to new development for a period not to exceed ten (10) years, and which are to be financed in whole or in part through the imposition of sanitary sewer facilities fees pursuant to this article.
- (24) **Single-family residential lot** means a lot platted to accommodate a single-family dwelling unit, as authorized under the City's zoning regulations.
- (25) **Site-related facility** means an improvement or facility which is for the primary use or benefit of a new development and/or which is for the primary purpose of safe and adequate provision of roadway, water or sanitary sewer facilities to serve the new development, and which is not included in the impact fees capital improvements plan and for which the developer or property owner is solely responsible under subdivision and other applicable regulations.
- (26) **Water facility** means an improvement for providing water service, including, but not limited to, land or easements, water treatment facilities, water supply facilities, water

transmission or distribution lines. Water facility excludes water lines or mains which are reimbursed from pro rata charges paid by subsequent users of the facilities. Water facility excludes site-related facilities.

- (27) **Water facility expansion** means the expansion of the capacity of any existing water facility for the purpose of serving new development, but does not include the repair, maintenance, modernization, or expansion of an existing water facility to serve existing development.
- (28) **Water improvement plan** means the adopted plan, as may be amended from time to time, which identifies the water facilities or water expansions and their associated costs which are necessitated by and which are attributable to new development, for a period not to exceed ten (10) years, and which are to be financed in whole or in part through the imposition of water facilities fees pursuant to this article.

E. Applicability.

The provisions of this article apply to all new development, as defined herein, within the corporate boundaries of the City. The provisions of this article apply uniformly within each service area.

F. Impact fee as condition of development approval.

No application for new development shall be approved within the City without assessment of an impact fee pursuant to this article, and no permit shall be issued unless the applicant has paid the impact fee imposed by and calculated herein.

G. Land use assumptions.

- (1) Land use assumptions for the City are attached hereto as Exhibit "A" and is incorporated herein by reference.
- (2) The land use assumptions for the City shall be updated at least every three (3) years, utilizing the amendment procedure set forth in subsection Q.
- (3) Amendments to the land use assumptions shall incorporate projections of changes in land uses, densities, intensities and population therein over at least a ten-year period.

H. Impact fees per service unit.

- (1) The maximum impact fee per service unit for each service area shall be computed by dividing the total costs of capital improvements necessitated by and attributable to new development in the service area identified in the impact fee capital improvements plan for that category of capital improvements by the total number of service units anticipated within the service area, based upon the land use assumptions for that service area. Maximum impact fees per service unit for each service area shall be established by category of capital improvements and shall be as set forth in Exhibit C, attached hereto and made a part of this article by reference.
- (2) The impact fee per service unit which is to be paid by each new development within a service area shall be that established by ordinance by the City Council, as may be amended from time to time, and shall be an amount less than or equal to the maximum impact fee per service unit established in paragraph (1) above. Impact fees which are to be paid shall be as set forth in Exhibit D, attached hereto and made a part of this Article by reference.

- (3) Impact fee Exhibits C and D may be amended from time to time utilizing the amendment procedure set forth in subsection Q.

I. Assessment of impact fees.

Assessment of impact fees.

- (1) The approval of any new development shall include as a condition the assessment of the impact fee applicable to such development.
- (2) Assessment of the impact fee for any new development shall be made as follows:

(Ordinance No. 1972 of August 27, 1992)

- (a) A development which is submitted for approval pursuant to the City's subdivision regulations following the effective date of this article, assessment shall be at the time of final plat approval for R Rural, E Estate, RS Restricted Suburban, GS General Suburban, D Duplex, T Townhouse, R-4 Apartment/Low Density, R-5 Apartment Medium Density, R-6 Apartment High Density, and R-7 Mobile Home Park and assessment for all other Zoning Districts shall be at the time of issuance of the building permit, and shall be the amount of the maximum impact fee per service unit then in effect, as set forth in Exhibit C, as computed by the procedures set forth in Subsection H(1). The City, in its sole discretion, may provide the subdivider with a copy of Exhibit C prior to final plat approval, but such shall not constitute assessment within the meaning of this article.
 - (b) For a development which has received final plat approval prior to the effective date of this article and for which no replatting is necessary prior to issuance for a permit, assessment shall be on the effective date of this ordinance, and shall be the amount of the maximum impact fee per service unit set forth in Exhibit C.
 - (c) For land on which new development is approved to occur without platting after the effective date of this article, assessment shall be at the time of issuance of a permit for connection to the water or sewer system.
- (3) Following assessment of the impact fee pursuant to paragraph (2)(b) above, the amount of the impact fee per service unit for that development cannot be increased, unless the owner proposes to change the approved development by the submission of a new application for final plat approval, in which case new assessment shall occur at the Exhibit C rate then in effect.
 - (4) Following the lapse or expiration of approval for a plat, a new assessment must be performed at the time a new application for such development is filed.
 - (5) An application for an amending plat made pursuant to V.T.C.S., Local Government Code, Section 212.016 is not subject to reassessment for an impact fee.

(Ordinance No. 1972 of August 27, 1992)

J. Computation and collection of impact fees.

- (1) The impact fees due for the new development shall be collected prior to or at the time of final plat recordation for roadway facilities, water and sanitary sewer facilities unless an agreement between the developer and the City has been executed providing for a different time of payment.

(Ordinance No. 2213 of October 10, 1996)

- (2) The impact fees due for land on which new development occurs or is proposed to occur without platting, impact fees shall be collected at the time of issuance of a permit for connection to the water or sewer system.
- (3) Following the filing and acceptance of an application for a building permit or the request for connection to the City's water or sanitary sewer system, the City shall compute the impact fees due for the new development in the following manner.
 - (a) The amount of each impact fee due shall be determined by multiplying the number of service units generated by the new development by the impact fee due per service unit for the service area using Exhibit D. The number of service units shall be determined by using the conversion table contained in the impact fee capital improvements plan.
 - (b) The amount of each impact fee due shall be reduced by an allowable offsets or credits for that category of capital improvements, in the manner provided in subsection L.
 - (c) The total amount of the impact fees due for the new development shall be calculated and attached to the development application or request for connection as a condition of approval.
- (4) The amount of each impact fee due for a new development shall not exceed an amount computed by multiplying the fee assessed per service unit pursuant to subsection H by the number of service units generated by the development.
- (5) If the building permit for which an impact fee has been paid has expired, and a new application is thereafter filed, the impact fees due shall be computed using Exhibit D then in effect, with credits for previous payment of fees being applied against the new fees due.
- (6) Whenever the property owner proposes to increase the number of service units for a development, the additional impact fees collected for such new service units shall be determined by using Exhibit D then in effect and such additional fee shall be collected either prior to or at the time of issuance of a new building permit, in the case of impact fees for roadway facilities, or prior to or at the time of enlargement of the connection to the City's water or sanitary sewer system, in the case of impact fees for water or sanitary sewer facilities.
- (7) In its sole discretion, the City may permit the developer or property owner, upon written application, to pay impact fees for all or a portion of a single-family residential lots at the time of final plat recording for such development, in the amounts provided in paragraph (2) of this subsection.

K. Suspension of fee collection.

- (1) For any new development which has received final plat approval prior to August 27, 1992, in accordance with Texas Local Government Code, Chapter 212, or pursuant to the City's subdivision regulations, the City may assess, but shall not collect any impact fee as herein defined, on any service unit for which a valid building permit is issued within one (1) year subsequent to the effective date of this Article.
- (2) If the building permit, which is obtained within the period provided for in paragraph (1) above, subsequently expires, and no new application is made and approved within such period, the new development shall be subject to the payment of an impact fee, as provided in subsection J.

- (3) During such one (1) year period, the City may impose and collect on such new development pro rata fees including lot or acreage fees for sanitary sewer improvements pursuant or front footage charges for sanitary sewer and water lines which have been previously installed by the City pursuant to Section 11-3 of the Code of Ordinances, as amended, and may accept deposits in escrow for roadway facilities pursuant to the City's subdivision regulations. After the expiration of such period, collection of all such fees, charges or deposits in escrow, unless elsewhere expressly authorized, shall be suspended and fees shall be collected for such new developments pursuant to the provisions of this article.

L. Offsets and credits against impact fees.

- (1) The City shall offset the reasonable value of any area-related facilities or other roadway facilities, pursuant to rules established in this section or pursuant to guidelines and which have been dedicated to and have been received after initial acceptance by the City on or after August 27, 1992, including the value of rights-of-way for roadways, or capital improvements constructed pursuant to an agreement with the City, against the amount of the impact fee due for that category of capital improvement.
- (2) The City shall credit pro rata charges, including lot or acreage fees or charges, which have been paid pursuant to Section 11-3 of the Code of Ordinances, as amended, and eligible escrow fees deposited for roadway facilities prior to the effective date of this article, and during the one-year period following adoption of this ordinance, during which impact fees established herein may not be collected for certain new developments pursuant to subsection K., against the amount of an impact fee due for that category of capital improvement, subject to guidelines established for the City.
- (3) All offsets and credits against impact fees shall be subject to the following limitations and shall be granted based on this ordinance and additional standards promulgated by the City, which may be adopted as administrative guidelines.
 - (a) No offset or credit shall be given for the dedication or construction of site related facilities.
 - (b) No offset or credit shall exceed an amount equal to the eligible value of the offset multiplied by a fraction, the numerator of which is the impact fee per service unit due for the new development as computed using Exhibit D and the denominator of which is the maximum impact fee per service unit for the new development as computed using Exhibit C.
 - (c) The unit costs used to calculate the offsets shall not exceed those assumed for the capital improvements included in the impact fees capital improvements plan for the category of facility within the service area for which the impact fee is imposed.
 - (d) No offsets shall be given for roadway facilities which are not identified within the applicable impact fees capital improvements plan, except that offsets may be given for the value of dedicated rights-of-way or the value of constructed capital improvements for roadways designated in the City's Thoroughfare Plan built to City standards and initially accepted by the City. Offsets may only be given for dedications or construction made and initially accepted after January 1, 1984.
 - (e) No credit shall be given for roadway facilities which are not identified within the applicable impact fees capital improvements plan, except that credit may be given for money deposits (other than impact fees) paid to the City toward the costs of rights-of-way or the costs of construction capital improvements for eligible roadways

designated in the City's Thoroughfare Development Plan built to City standards and initially accepted by the City. Credit may only be given for rights-of-way acquired or construction completed and initially accepted by the City. Credit may only be given for rights-of-way acquired or construction completed and initially accepted after January 1, 1984.

- (f) Offsets or credits given for new developments which have received final plat approval prior to the effective date of this article, or offsets or credits acquired for new developments during the one (1) year period specified in subsection K., shall be reduced by subtracting an amount equal to the impact fees which would have been due for the number of existing service units using Exhibit D adopted hereby.
 - (g) If an offset or credit applicable to a plat has not been exhausted within ten (10) years from the date of the acquisition of the first building permit issued or connection made after the effective date of this ordinance or within such period as may be otherwise designated by contract, such offset or credit shall lapse.
 - (h) In no event will the City reimburse the property owner or developer for an offset or credit when no impact fees for the new development can be collected pursuant to this article or for any amount exceeding the total impact fees due for the development for that category of capital improvement, unless otherwise agreed to by the City.
- (4) An applicant for new development must apply for an offset or credit against impact fees due for the development either at the time of application for final plat approval or (1) for roadway fees, at the time of building permit application, and (2) for water and sewer fees, at the time of connection, unless the City agrees to a different time. The applicant shall file a petition for offsets or credits with the City on a form provided for such purpose. The contents of the petition shall be established by administrative guidelines. The City must provide the applicant, in writing, with a decision on the offset or credit request, including the reasons for the decision. The decision shall specify the maximum value of the offset or credit which may be applied against an impact fee, which amount and the date of the determination shall be associated with the plat for the new development.
- (5) The available offset or credit associated with the plat shall be applied against an impact fee in the following manner.
- (a) For single-family residential lots in a new development consisting only of single-family residential lots which have received final plat approval, such offset or credit shall be prorated equally among such lots and shall remain applicable to such lots, to be applied at the time of filing and acceptance of an application for a building permit or connection, as appropriate against impact fees due.
 - (b) For all other types of new development, including those involving mixed uses, which have received final plat approval, the offset or credit applicable to the plat shall be applied to the impact fee due at the time of issuance of the first building permit or connection to which the offset or credit is applicable, and thereafter to all subsequently issued building permits or connections, until the offset or credit has been exhausted.
 - (c) At its sole discretion, the City may authorize alternative credit or offset agreements upon petition by the owner in accordance with guidelines promulgated by the City.

M. Establishment of accounts.

- (1) The City's Fiscal Services Department shall establish an account to which interest is allocated for each service area for each category of capital facility for which an impact fee is imposed pursuant to this article. Each impact fee collected within the service area shall be deposited in such account.
- (2) Interest earned on the account into which the impact fees are deposited shall be considered funds of the account and shall be used solely for the purposes authorized in subsection N.
- (3) The City's Fiscal Services Department shall establish adequate financial and accounting controls to ensure that impact fees disbursed from the account are utilized solely for the purposes authorized in subsection N. Disbursement of funds shall be authorized by the City at such times as are reasonably necessary to carry out the purposes and intent of this article, provided, however, that any fee paid shall be expended within a reasonable period of time, but not to exceed ten (10) years from the date the fee is deposited into the account.
- (4) The City's Fiscal Services Department shall maintain and keep financial records for impact fees, which shall show the source and disbursement of all fees collected in or expended from each service area. The records of the account into which impact fees are deposited shall be open for public inspection and copying during ordinary business hours. The City may establish a fee for copying services.
- (5) The City's Fiscal Services Department shall maintain and keep adequate financial records for said account which shall show the source and disbursement of all funds placed in or expended by such account.

N. Use of proceeds of impact fee accounts.

- (1) The impact fees collected for each service area pursuant to this article may be used to finance or to recoup the costs of any capital improvements or facilities expansions identified in the applicable impact fee capital improvements plan for the service area, including the construction contract price, surveying and engineering fees, land acquisition costs (including land purchases, court awards and costs, attorney's fees, and expert witness fees), and the fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the impact fee capital improvements plan who is not an employee of the political subdivision. Impact fees may also be used to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by or on behalf of the City to finance such capital improvements or facilities expansions.
- (2) Impact fees collected pursuant to this article shall not be used to pay for any of the following expenses:
 - (a) Construction, acquisition or expansion of capital improvements or assets other than those identified in the applicable impact fee capital improvements plan;
 - (b) Repair, operation, or maintenance of existing or new capital improvements or facilities expansions;
 - (c) Upgrading, expanding or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;
 - (d) Upgrading, expanding or replacing existing capital improvements to provide better service to existing development; provided, however, that impact fees may be used to pay the costs of upgrading, expanding or replacing existing capital improvements

in order to meet the need for new capital improvements generated by new development;

- (e) Administrative and operating costs of the City; or
- (f) Roadway facilities or roadway expansions in the extraterritorial jurisdiction of the City.
- (g) In the event that a capital improvement or facility expansion involves more than one (1) service area for a particular category of capital improvement, funds from each service area involved may be pooled to finance the project; provided, however, that in the event the funds expended from any service area exceed the proportionate share of the costs of the facilities attributable to the development in such service area, such account shall be credited in the amount exceeding such share, to be repaid from impact fee proceeds collected in other contributing service areas.

O. Appeals.

- (1) The property owner or applicant for new development may appeal the following decisions to the City Council: (1) applicability of an impact fee to the development; (2) the amount of the impact fee due; (3) the availability or the amount of an offset or credit; (4) the application of an offset or credit against any impact fee due; (5) the amount of a refund due, if any.
- (2) The burden of proof shall be on the appellant to demonstrate that the amount of the fee or the amount of the offset or credit was not calculated according to the applicable schedule of impact fees or the guidelines established for determining offsets and credits.
- (3) The appellant must file a notice of appeal with the City Secretary within thirty (30) days following the decision. If the notice of appeal is accompanied by a bond or other sufficient surety satisfactory to the City Attorney in an amount equal to the original determination of the impact fee due, the development application may be processed while the appeal is pending.

P. Refunds.

- (1) Any impact fee or portion thereof collected pursuant to this Article, which has not been expended within the service area within ten (10) years from the date of payment, shall be refunded, upon application, to the record owner of the property at the time the refund is paid or, if the impact fee was paid by another governmental entity, to such governmental entity, together with interest calculated from the date of collection to the date of refund at the statutory rate as set forth in Article 1.03, Title 79, Revised Statutes (Article 5069-1.03, Vernon's Texas Civil Statutes), or any successor statute.
- (2) An impact fee collected pursuant to this article shall be considered expended if the total expenditures for capital improvements or facilities expansions authorized in subsection N. within the service area within ten (10) years following the date of payment exceeds the total fees collected for such improvements or expansions during such period.
- (3) If a refund is due pursuant to paragraphs (1) and (2) above, the City shall pro-rate the same by dividing the difference between the amount of expenditures and the amount of the fees collected by the total number of service units assumed within the service area for the period to determine the refund due per service unit. The refund to the record owner shall be calculated by multiplying the refund due per service unit by the number of service units for the development for which the fee was paid, and interest due shall be calculated upon that amount.

- (4) Upon completion of all the capital improvements or facilities expansions identified in the impact fee capital improvements plan for the service area, the City shall recalculate the maximum impact fee per service unit using the actual costs for the improvements or expansions. If the maximum impact fee per service unit based on actual cost is less than the impact fee per service unit paid, the City shall refund the difference, if such difference exceeds the impact fee paid by more than ten (10) percent (1096). The refund to the record owner shall be calculated by multiplying such difference by the number of service units for the development for which the fee was paid, and interest due shall be calculated upon that amount.
- (5) If the building permit for a new development for which an impact fee has been paid has expired, and a modified or new application has not been filed within six (6) months of such expiration, the City shall, upon written application, refund the amount of the impact fee to the applicant. The City may establish guidelines for refunding of impact fees collected for which construction plans have been abandoned.

Q. Updates to plan and revision of fees.

- (1) The City shall update its land use assumptions and impact fees capital improvements plans and shall recalculate its impact fees not less than once every five (5) years in accordance with the procedures set forth in Texas Local Government Code Section 395.052, or in any successor statute.
- (2) The City may review its land use assumptions, impact fee capital improvements plans, and other factors such as market conditions more frequently than provided in paragraph (1) above to determine whether the land use assumptions and impact fee capital improvements plans should be updated and the impact fee recalculated accordingly, or whether Exhibit D collection rates should be increased, decreased, or otherwise changed.

R. Functions of Advisory Committee.

- (1) The Advisory Committee shall perform the following functions:
 - (a) Advise and assist the City in adopting land use assumptions;
 - (b) Review the impact fee capital improvements plans and file written comments thereon;
 - (c) Monitor and evaluate implementation of the impact fee capital improvements plans;
 - (d) Advise the City of the need to update or revise the land use assumptions, impact fee capital improvements plans and impact fees; and file a semiannual report evaluating the progress of the City in achieving the impact fee capital improvements plans and identifying any problems in implementing the plans or administering the impact fees.
- (2) The City Council shall adopt, by resolution, procedural rules by which the Advisory Committee may carry out its duties.
- (3) The City shall make available to the Advisory Committee any professional reports prepared in the development or implementation of the impact fee capital improvements plans.

S. Agreement for capital improvements.

- (1) An owner of a new development may construct or finance a capital improvement or facility expansion designated in the impact fee capital improvements plan, if required or

authorized by the City, by entering into an agreement with the City prior to the issuance of any building permit for the development. The agreement shall be on a form approved by the City, and shall identify the estimated cost of the improvement or expansion, the schedule for initiation and completion of the improvement or expansion, a requirement that the improvement be designed and completed to City standards and such other terms and conditions as deemed necessary by the City. The agreement shall provide for the method to be used to determine the amount of the offset to be given against impact fees due for the development.

- (2) In the event that the City elects to reimburse an owner for the dedication, construction or financing of a capital improvement or facility expansion designated in the impact fee capital improvements plan, the terms of reimbursement shall be incorporated in the agreement required by paragraph (1) above.

T. Use of other financing mechanisms.

- (1) The City may finance capital improvements or facilities expansions designated in the impact fee capital improvements plan through the issuance of bonds, through the formation of public improvement districts or other assessment districts, or through any other authorized mechanism, in such manner and subject to such limitations as may be provided by law, in addition to the use of impact fees.
- (2) Except as herein otherwise provided, the assessment and collection of an impact fee shall be additional and supplemental to, and not in substitution of, any other tax, fee, charge or assessment which is lawfully imposed on and due against the property.
- (3) The City may pay all or part of impact fees due for a new development taking into account available offsets and credits pursuant to duly adopted criteria.

U. Impact fee as additional and supplemental regulation.

Impact fees established by this article are additional and supplemental to, and not in substitution of, any other requirements imposed by the City on the development of land or the issuance of building permits or certificates of occupancy. Such fee is intended to be consistent with and to further the policies of City's Comprehensive Plan, the Impact Fee Capital Improvements Plan, the Zoning Ordinance, Subdivision Regulations and other City policies, ordinances and resolutions by which the City seeks to ensure the provision of adequate public facilities in conjunction with the development of land.

V. Relief procedures.

- (1) Any person who has paid an impact fee or an owner of land upon which an impact fee has been paid may petition the City Council to determine whether any duty required by this ordinance has not been performed within the time so prescribed. The petition shall be in writing and shall state the nature of the unperformed duty and request that the act be performed within sixty (60) days of the request. If the City Council determines that the duty is required pursuant to the ordinance and is late in being performed, it shall cause the duty to commence with sixty (60) days of the date of the request and to continue until completion.
- (2) The City Council may grant a variance or waiver from any requirement of this ordinance, upon written request by a developer or owner of property subject to the ordinance, following a public hearing, and only upon finding that a strict application of such requirement would when regarded as a whole result in confiscation of the property.

- (3) The City Council may grant a waiver from any requirement of this ordinance on other grounds, as may be set forth in administrative guidelines.
- (4) If the City Council grants a variance or waiver to the amount of the impact fee due for a new development under this section, it shall cause to be appropriated from other City funds the amount of the reduction in the impact fee to the account for the service area in which the property is located.

W. Exemption from ordinance.

Any building permit application which was duly accepted for filing prior to the effective date of this article and which is subsequently granted, shall be exempt from the assessment and payment of an impact fee, unless such application thereafter expires.

(Ord. No. [2013-3521](#), Pt. 1(Exh. T), 9-12-2013; Ord. No. [2016-3750](#), Pt. 1(Exh. A), 2-11-2016)

Sec. 15-2. - Roadway facilities fees (reserved).

(Ordinance No. 1972 of August 27, 1992)

Sec. 15-3. - Water facilities fees.

A. Water service area.

- (1) There is hereby established a water benefit area, constituting the Service Area as depicted on Exhibit A, attached hereto and incorporated herein by reference.
- (2) The boundaries of the water benefit area may be amended from time to time and new water benefit areas may be delineated, pursuant to the procedures in Section 15-1, subsection Q.

B. Water improvements plan.

- (1) The Water Improvements Plan for the Service Area is hereby adopted as Exhibit B, attached hereto and incorporated by reference herein.
- (2) The Water Improvements Plan may be amended from time to time, pursuant to the procedures in Section 13-1, subsection Q.

C. Water facilities fees.

- (1) The maximum impact fees per service unit for water facilities are hereby adopted and incorporated in Exhibit C attached hereto and made a part hereof by reference.
- (2) The impact fees per service unit for water facilities, which are to be paid by each new development, are hereby adopted and incorporated in Exhibit D attached hereto and made a part hereof by reference.
- (3) The impact fees per service unit for water facilities may be amended from time to time, pursuant to the procedures in Section 15-1, Subsection Q.

(Ordinance No. 2385 of April 22, 1999)

Sec. 15-4. - Sewer facilities fees.

A. Sanitary sewer service area.

- (1) There is hereby established a sanitary sewer benefit area, constituting the Service Area as depicted on Exhibit A, attached hereto and incorporated herein by reference.
- (2) The boundaries of the sanitary sewer benefit area may be amended from time to time, and new sanitary sewer benefit areas may be delineated, pursuant to the procedures in Section 15-1, subsection Q.

B. Sanitary sewer improvements plan.

- (1) The Sanitary Sewer Improvements Plan for the Service Area is hereby adopted as Exhibit B, attached hereto and incorporated by reference herein.
- (2) The Sanitary Sewer Improvements Plan may be amended from time to time, pursuant to the procedures in Section 15-1, subsection Q.

C. Sanitary sewer facilities fees.

- (1) The maximum impact fees per service unit for sanitary sewer facilities are hereby adopted and incorporated in Exhibit C attached hereto and made a part hereof by reference.
- (2) The impact fees per service unit for sanitary sewer facilities, which are to be paid by each new development, are hereby adopted and incorporated in Exhibit D attached hereto and made a part hereof by reference.
- (3) The impact fees per service unit for sewer facilities may be amended from time to time, pursuant to the procedures in Section 15-1, subsection Q.

Sec. 15-5. - Drainage facilities fees (reserved).

(Ordinance No. 1972 of August 27, 1992)

NOTE:

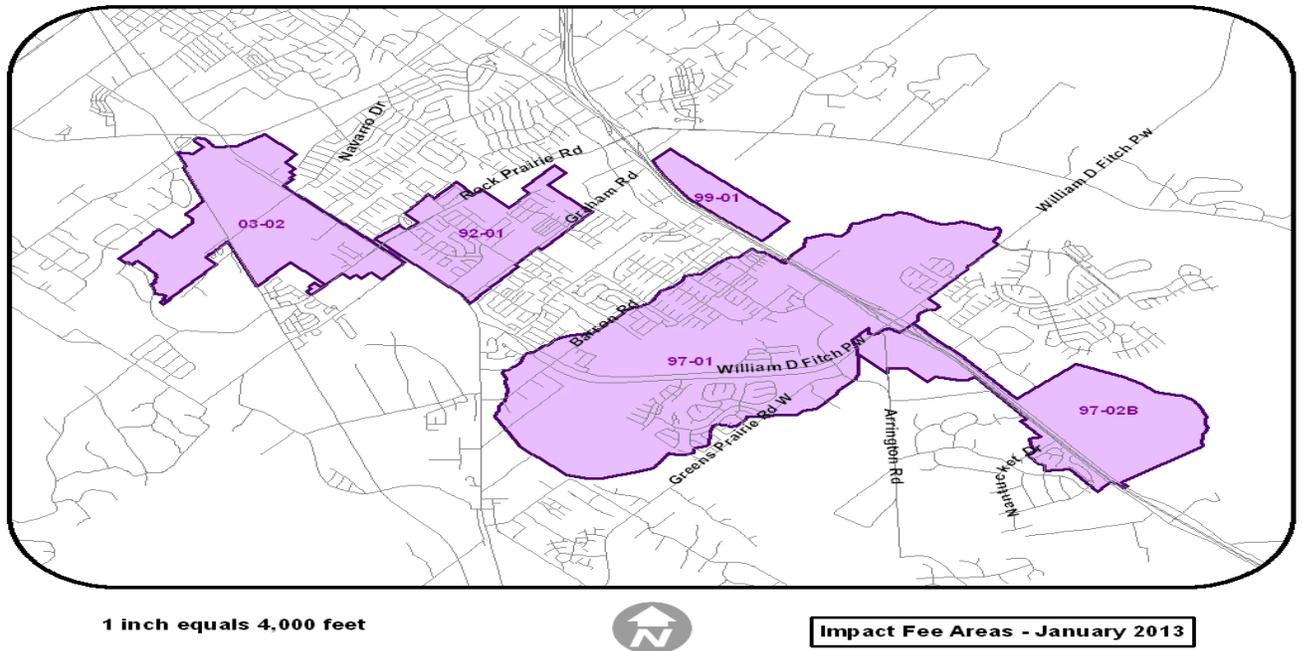
SEE: Resolution No. 12-11-97-6-b approved by Council on December 12, 1997, adopting land use assumptions, capital improvements, and sanitary sewer impact fees for Service Area 97-01 (Pebble Hills/Greens Prairie Road area).

SEE: Resolution No. 12-11-97-6-c approved by Council on December 12, 1997, adopting land use assumption, capital improvements and sanitary sewer impact fees for Service Area 97-02 (Lick Creek/Nantucket area).

SEE: Resolution No. 7-22-99-3.3 approved by Council on April 22, 1999, adopting land use assumption, capital improvements and sanitary sewer impact fees for Service Area 99-01 (along northeastern right-of-way of S.H. 6).

EXHIBIT A: LAND USE ASSUMPTIONS

Figure 2-1: Impact Fee Service Areas



(Ord. No. [2013-3537](#), Pt. 1(Exh. A), 11-14-2013)

**TABLE
POPULATION AND LAND USE PROJECTIONS FOR AREA 92-01, GRAHAM ROAD
WASTEWATER
WASTEWATER
CITY OF COLLEGE STATION**

**2-1A
LINE
UTILITY**

Land Use	2013		2023		Full Buildout	
	ACRES	%	ACRES	%	ACRES	%
Business Park	15.2	3.02%	20.5	4.07%	24.3	4.81%
General Suburban	196.6	38.93%	196.8	38.97%	196.9	38.99%
Institutional/Public	38.3	7.58%	38.3	7.58%	38.3	7.58%
Medical Use	0.0	0.00%	8.8	1.75%	15.0	2.97%
Natural Areas - Protected	0.0	0.00%	15.9	3.15%	27.0	5.35%

Natural Areas - Reserved	0.0	0.00%	4.0	0.79%	6.8	1.35%
Neighborhood Conservation	15.2	3.01%	15.3	3.02%	15.3	3.03%
Suburban Commercial	66.6	13.19%	70.8	14.02%	73.7	14.59%
Urban	16.9	3.35%	16.9	3.35%	16.9	3.35%
Right-of-Way	90.8	17.99%	90.8	17.99%	90.8	17.99%
Subtotal Developed Land Uses	439.7	87.06%	478.1	94.67%	505.0	100.00%
Undeveloped	65.3	12.94%	26.9	5.33%	0.0	0.00%
TOTAL GROSS ACRES	505.0	100.00%	505.0	100.0%	505.0	100.00%
Population	2,725		2,725		2,725	
Population per Urban Acres	6.20		5.70		5.40	
Population per Total Acres	5.40		5.40		5.40	

Source: City of College Station, 2013, College Impact Fee Update 92.01 Graham Rd. Wastewater (Template from Staff 2013 9 3).xlsx. Assumes full buildout by 2030, Per Jennifer Prochazka, 8 30 2013.

(Ord. No. [2013-3537](#), Pt. 1(Exh. A), 11-14-2013)

Figure 2-3: Future Land Uses, Graham Road Sewer



(Ord. No. [2013-3537](#), Pt. 1(Exh. A), 11-14-2013)

**TABLE 2-1B
 POPULATION AND LAND USE PROJECTIONS FOR AREA 97-01, SPRINGCREEK
 WASTEWATER LINE
 WASTEWATER LINE
 WASTEWATER UTILITY
 CITY OF COLLEGE STATION**

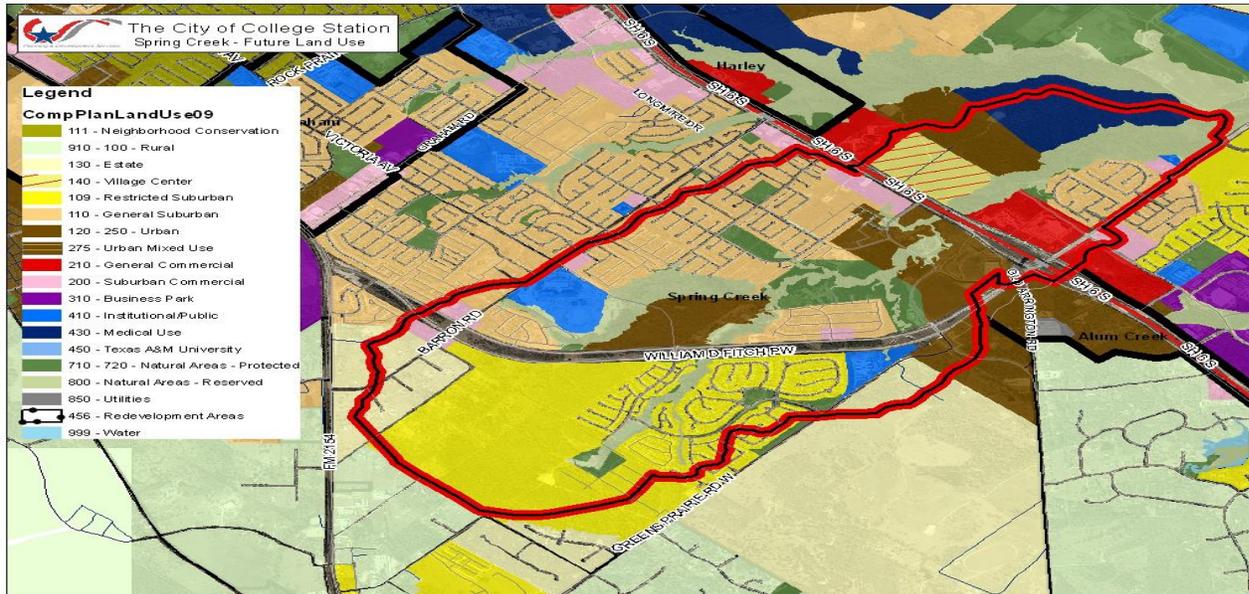
Land Use	2013		2023		Full Buildout	
	ACRES	%	ACRES	%	ACRES	%
Estate	112.7	4.70%	113.7	4.74%	117.8	4.91%
General Commercial	37.9	1.58%	42.4	1.77%	60.3	2.52%
General Suburban	296.1	12.35%	307.4	12.82%	352.5	14.71%
Institutional/Public	70.0	2.92%	70.7	2.95%	73.6	3.07%
Medical	0.0	0.00%	17.1	0.71%	85.7	3.58%
Natural Areas - Protected	0.0	0.00%	21.4	0.89%	107.2	4.47%

Natural Areas - Reserved	0.0	0.00%	53.4	2.23%	267.6	11.16%
Restricted Suburban	261.7	10.92%	319.0	13.31%	548.6	22.89%
Suburban Commercial	31.1	1.30%	36.2	1.51%	56.7	2.37%
Urban	38.6	1.61%	84.1	3.51%	266.4	11.11%
Utilities	1.3	0.05%	1.3	0.05%	1.3	0.05%
Village Center	0.0	0.00%	12.3	0.51%	61.5	2.57%
Right-of-Way	394.0	16.44%	394.0	16.44%	394.0	16.44%
Subtotal Developed Land Uses	1,243.4	51.87%	1,473.0	61.45%	2,393.2	99.84%
Undeveloped	1,153.6	48.13%	924.0	38.55%	3.8	0.16%
TOTAL GROSS ACRES	2,397.0	100.00%	2,397.0	100.00%	2,397.0	100.00%
Population	5,193		6,525		11,864	
Population per Urban Acres	4.18		4.43		4.96	
Population per Total Acres	2.17		2.72		4.95	

Source: City of College Station, 2013, College Station Impact Fee Update 97 01 Springcreek Wastewater (Template from Staff 4013 8 30).xlsx

(Ord. No. [2013-3537](#), Pt. 1(Exh. A), 11-14-2013)

Figure 2-5: Future Land Uses, Spring Creek Sewer Line



(Ord. No. [2013-3537](#), Pt. 1(Exh. A), 11-14-2013)

**TABLE
POPULATION AND LAND USE PROJECTIONS FOR AREA 97-01B, ALUM CREEK
WASTEWATER
WASTEWATER
CITY OF COLLEGE STATION** **2-1C
LINE
UTILITY**

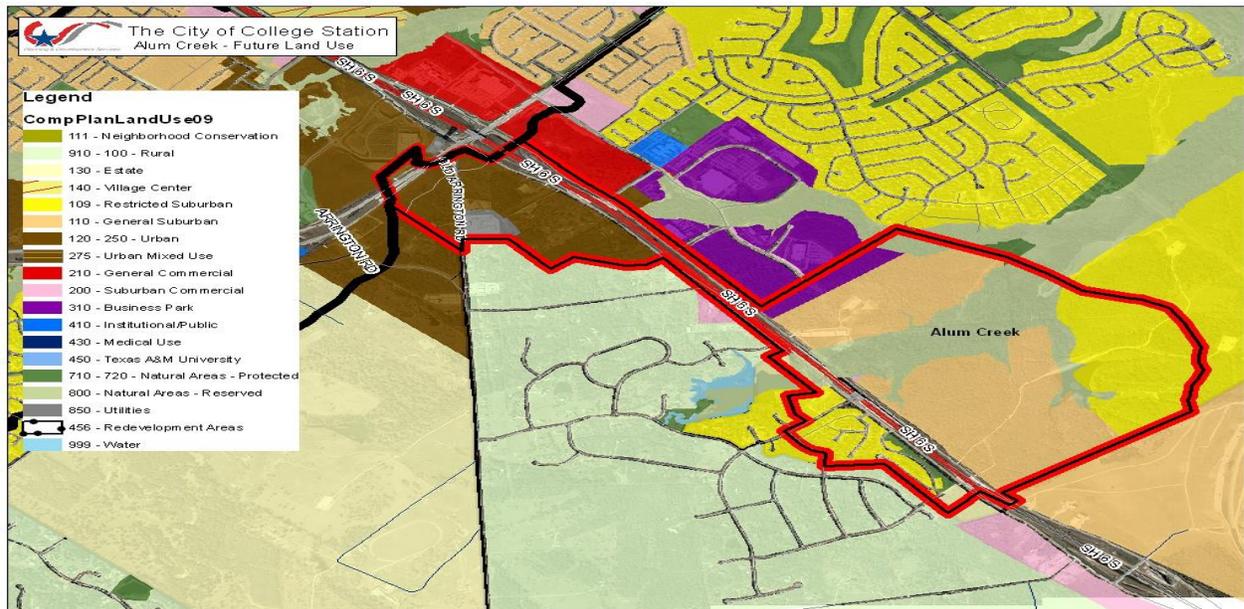
Land Use	2013		2023		Full Buildout	
	ACRES	%	ACRES	%	ACRES	%
Business Park	1.2	0.16%	13.8	1.83%	24.1	3.20%
Estate	0.0	0.00%	3.0	0.40%	5.4	0.72%
General Suburban	6.0	0.80%	132.9	17.68%	236.7	31.48%
Natural Areas - Protected	0.0	0.00%	2.4	0.32%	4.4	0.59%
Natural Areas - Reserved	0.0	0.00%	64.5	8.58%	117.3	15.60%
Restricted Suburban	28.9	3.84%	92.1	12.24%	143.7	19.11%

Rural	0.2	0.03%	0.2	0.03%	0.2	0.03%
Suburban Commercial	0.0	0.00%	0.1	0.01%	0.2	0.03%
Urban	55.4	7.37%	75.8	10.07%	92.4	12.29%
Utilities	9.7	1.29%	9.7	1.29%	9.7	1.29%
Right-of-Way	107.1	14.24%	107.1	14.24%	107.1	14.24%
Subtotal Developed Land Uses	208.5	27.73%	501.6	66.70%	741.2	98.57%
Undeveloped	543.5	72.27%	250.4	33.30%	10.8	1.43%
TOTAL GROSS ACRES	752.0	100.00%	752.0	100.00%	752.0	100.00%
Population	183		2,306		4,042	
Population per Urban Acres	0.88		4.60		5.45	
Population per Total Acres	0.24		3.07		5.38	

Source: City of College Station, 2013, College Station Impact Fee Update 97 02B Alum Creek Wastewater (Template from Staff 213 8 30).xlsx.

(Ord. No. [2013-3537](#), Pt. 1(Exh. A), 11-14-2013)

Figure 2-7: Future Land Uses, Alum Creek Sewer Line



(Ord. No. [2013-3537](#), Pt. 1(Exh. A), 11-14-2013)

TABLE **2-1D**
POPULATION AND LAND USE PROJECTIONS FOR AREA 99-01, HARLEY WATER
LINE
WATER **UTILITY**
CITY OF COLLEGE STATION

Land Use	2013		2023		Full Buildout	
	ACRES	%	ACRES	%	ACRES	%
General Commercial	8.0	5.16%	9.2	5.94%	23.0	14.84%
General Suburban	0.0	0.00%	0.2	0.15%	0.6	0.39%
Medical Use	12.9	8.32%	19.6	12.65%	49.0	31.61%
Natural Area - Reserved	0.0	0.00%	5.1	3.28%	12.7	8.19%
Suburban Commercial	1.0	0.65%	26.3	16.98%	65.8	42.45%
Right-of-Way	3.9	2.52%	3.9	2.52%	3.9	2.52%
Subtotal Developed Land Use	25.8	16.65%	64.3	41.51%	155.0	100.00%

Undeveloped	129.2	83.35%	90.7	58.49%	0.0	0.00%
TOTAL GROSS ACRES	155.0	100.00%	155.0	100.00%	155.0	100.00%
Population	0		0		0	
Population per Urban Acres	0.00		0.00		0	
Population per Total Acres	0.00		0.00		0.00	

Source: City of College Station Impact Fee Update 99 01 Harley Water Line (Template from Staff 2013 8 30).xlsx.

(Ord. No. [2013-3537](#), Pt. 1(Exh. A), 11-14-2013)

Figure 2-9: Future Land Uses, Harley Water Line



(Ord. No. [2013-3537](#), Pt. 1(Exh. A), 11-14-2013)

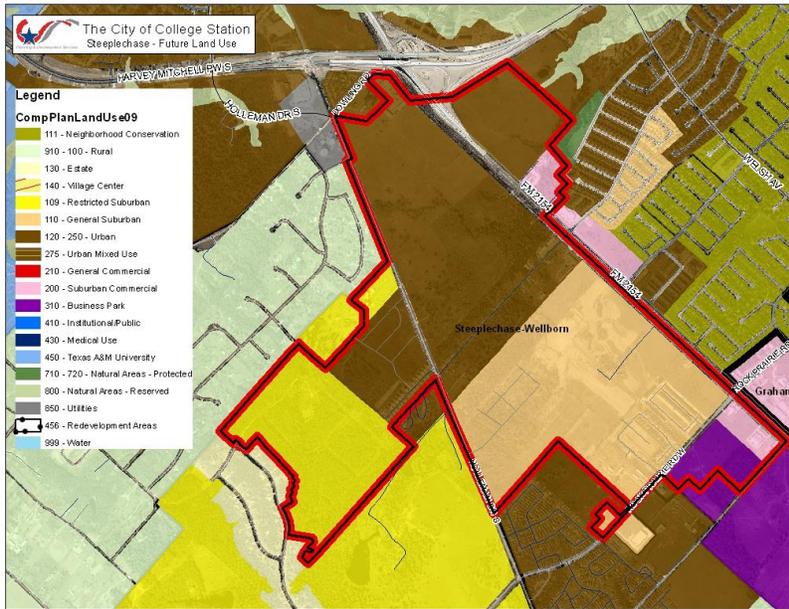
TABLE **2-1E**
POPULATION AND LAND USE PROJECTIONS FOR AREA 03-02, STEEPLECHASE
WASTEWATER **LINE**
WASTEWATER **UTILITY**
CITY OF COLLEGE STATION

Land Use	2013		2023		Full Buildout	
	ACRES	%	ACRES	%	ACRES	%
Business park	0.2	0.03%	12.4	1.60%	23.6	3.05%
Estate	0.0	0.03%	0.1	0.02%	0.1	0.01%
General Suburban	74.1	9.57%	151.6	19.58%	222.8	28.78%
Restricted Suburban	8.1	1.05%	68.4	8.84%	123.9	16.00%
Rural	0.1	0.01%	0.3	0.03%	0.4	0.05%
Suburban Commercial	14.3	1.85%	17.3	2.24%	20.1	2.60%
Urban	76.8	9.92%	198.0	25.57%	309.4	39.96%
Right-of-Way	74.0	9.56%	74.0	9.56%	74.0	9.56%
Subtotal Developed Land Uses	247.6	31.98%	522.1	67.43%	774.3	100.00%
Undeveloped	526.7	68.02%	252.2	32.57%	0.0	0.00%
TOTAL GROSS ACRES	774.3	100.00%	774.3	100.00%	774.3	100.00%
Population	911		8,259		15,016	
Population per Urban Acres	3.68		15.82		19.39	
Population per Total Acres	1.18	10.67		19.39		

Source: City of College Station 2013, College Station Impact Fee Update 03 02 Steeplechase Wastewater (Template from Staff 2013 8 30).xlsx.

(Ord. No. [2013-3537](#), Pt. 1(Exh. A), 11-14-2013)

Figure 2-11: Future Land Uses, Steeplechase Sewer Line



(Ord. No. [2013-3537](#), Pt. 1(Exh. A), 11-14-2013)

EXHIBIT B: CAPITAL IMPROVEMENTS PROGRAMS

Table 2-2
CAPACITY DEMAND FOR EACH NEW LUE
CITY OF COLLEGE STATION

AREA	BASIS	CAPACITY PER LUE FOR WATER/SEWER LINES
Area 92-01 Graham Road Sewer Line	Peak Day	1,068 gallons daily
Area 97-01 Spring Creek Sewer Line	Peak Day	1,068 gallons daily
Area 97-02B Alum Creek Sewer Line	Peak Day	1,068 gallons daily
Area 99-01 Harley Water Line	Peak Day	668 gallons daily
Area 03-02 Steeplechase Sewer Line	Peak Day	1,068 gallons daily

SOURCE: College Station City Staff.

(Ord. No. [2013-3537](#), Pt. 1(Exh. B), 11-14-2013)

Table 2-3
CONVERSION OF LAND USES TO LIVING UNITS EQUIVALENT
CITY OF COLLEGE STATION

LAND USE	LUEs PER ACRE (a)				
	Water	Sewer			
	Harley	Graham	Spring Crk	Alum Crk	Steeplechase
Business Park		2.00		2.00	2.00
Estate			1.00	1.00	1.00
General Commercial	5.50		5.50		
General Suburban		8.00	6.97	6.97	8.00
Institutional/Public		2.50	2.50		
Medical	5.55	5.55	5.50		
Natural Areas - Protected					
Natural Areas - Reserved					
Neighborhood Conservation		4.00			
Restricted Suburban			4.00	4.11	4.00
Rural				0.33	0.33
Suburban Commercial		4.55	4.55	4.55	4.55
Urban			5.92	5.92	20.00
Utilities					
Village Center			35.00		
Reserved from Development					

Right-of-Way					
Undeveloped					

Sources: City of College Station, 2013, College Station Impact Fee Update 97 01 Springcreek Wastewater (Template from Staff 4013 8 30).xlsx; College Station Impact Fee Update 92 01 Graham Rd Wastewater (Template from Staff 2013 9 3).xlsx; College Station Impact Fee Update 03 02 Steeplechase Wastewater (Template from Staff 2013 8 30).xlsx; College Station Impact Fee Update 99 01 Harley Water Line (Template from Staff 2013 8 30).xlsx; and College Station Impact Fee Update 97 02B Alum Creek Wastewater (Template from Staff 2013 8 30).xlsx. Not all uses are found in all areas.

(Ord. No. [2013-3537](#), Pt. 1(Exh. B), 11-14-2013)

Table 2-4
LUE EQUIVALENCIES FOR VARIOUS TYPES
AND SIZES OF WATER METERS

METER TYPE	METER SIZE	CONTINUOUS DUTY MAXIMUM RATE (gpm)	RATIO TO 5/8" METER
SIMPLE	5/8" x 3/4"	10	1.000
SIMPLE	3/4"	15	1.000
SIMPLE	1"	25	2.500
SIMPLE	1 1/2"	50	5.000
SIMPLE	2"	80	8.000
COMPOUND	2"	80	8.000
TURBINE	2"	100	10.000
COMPOUND	3"	160	16.000
TURBINE	3"	240	24.000
COMPOUND	4"	250	25.000

TURBINE	4"	420	42.000
COMPOUND	6"	500	50.000
TURBINE	6"	920	92.000
COMPOUND	8"	800	80.000
TURBINE	8"	1600	160.000
COMPOUND	10"	1150	115.000
TURBINE	10"	2500	250.000
TURBINE	12"	3300	330.000

SOURCE: AWWA Standards C700, C701, C702, C703. By policy, a ¾" meter will be charged for one LUE of service.

(Ord. No. [2013-3537](#), Pt. 1(Exh. B), 11-14-2013)

TABLE 2-5A

ESTIMATION OF LIVING UNITS EQUIVALENT FOR AREA 92-01, GRAHAM ROAD
WASTEWATER LINE
WASTEWATER UTILITY
CITY OF COLLEGE STATION

LAND USE	LUEs PER ACRE (a)	ESTIMATE LUEs		
		2013	2023	Buildout
Business Park	2.00	30	41	49
General Suburban	8.00	1,000	1,001	1,002
Institution/Public	2.50	95	95	96
Medical Use	5.55	0	25	30
Natural Areas - Protected	0.00	0	0	0
Natural Areas - Reserved	0.00	1	1	1

Neighborhood Conservation	4.00	47	47	47
Suburban Commercial	4.55	241	260	317
Urban	0.00	168	168	168
Right-of-Way	0.00	0	0	0
Undeveloped	0.00	0	0	0
Totals		1,582	1,638	1,710
Population per LUE		1.72	1.66	1.59

Source: City of College Station, 2013, College Station Impact Fee Update 92 01 Graham Rd. Wastewater (Template from Staff 2013 9 3).xlsx.

(Ord. No. [2013-3537](#), Pt. 1(Exh. B), 11-14-2013)

TABLE **2-5B**
ESTIMATION OF LIVING UNITS EQUIVALENT FOR AREA 97-01, SPRINGCREEK
WASTEWATER **LINE**
WASTEWATER **UTILITY**
CITY OF COLLEGE STATION

LAND USE	LUEs PER ACRE (a)	ESTIMATE LUEs		
		2013	2023	Buildout
Estate	1.00	35	36	40
General Commercial	5.50	208	233	332
General Suburban	6.97	1,129	1,207	1,580
Institutional/Public	2.50	175	177	184
Medical	5.50	0	94	171
Natural Areas - Protected	0.00	0	0	0
Natural Areas - Reserved	0.00	0	0	0

Restricted Suburban	4.00	1,052	1,281	2,200
Suburban Commercial	4.55	21	44	279
Urban	5.92	84	353	1,626
Utilities	0.00	0	0	0
Village Center	35.00	0	430	2,153
Right-of-Way	0.00	0	0	0
Undeveloped	0.00	0	0	0
Totals		2,704	3,855	8,565
Population per LUE		1.92	1.69	1.39

Source: City of College Station, 2013, College Station Impact Fee Update 97 01 Springcreek Wastewater (Template from Staff 4013 8 30).xlsx.

(Ord. No. [2013-3537](#), Pt. 1(Exh. B), 11-14-2013)

TABLE ESTIMATION OF LIVING UNITS EQUIVALENT FOR AREA **2-5C**
 ALUM CREEK WASTEWATER CITY OF COLLEGE STATION 97-02B, LINE UTILITY

LAND USE	LUEs PER ACRE (a)	ESTIMATE LUEs		
		2013	2023	Buildout
Business Park	2.00	2	27	48
Estate	1.00	0	3	5
General Suburban	6.97	8	892	1,623
Natural Areas - Protected	0.00	1	1	1
Natural Areas - Reserved	0.00	0	0	0

Restricted Suburban	4.11	88	348	483
Rural	0.33	0	0	0
Suburban Commercial	4.55	0	1	1
Urban	5.92	239	360	495
Utilities	0.00	0	0	0
Undeveloped	0.00	0	0	0
Totals		338	1,631	2,656
Population per LUE		0.54	1.41	1.52

Source: City of College Station, 2013, College Station Impact Fee Update 97 02B Alum Creek Wastewater (Temple from Staff 2013 8 30).xlsx.

(Ord. No. [2013-3537](#), Pt. 1(Exh. B), 11-14-2013)

TABLE **2-5D**
ESTIMATION OF LIVING UNITS EQUIVALENT FOR AREA 99-01, HARLEY WATER
LINE
WATER **UTILITY**
CITY OF COLLEGE STATION

LAND USE	LUEs PER ACRE (a)	ESTIMATE LUEs		
		2013	2023	Buildout
General Commercial	5.50	44	51	127
General Suburban	0.00	0	0	0
Medical Use	5.50	71	108	270
Natural Areas - Reserved	0.00	0	0	0
Suburban Commercial	0.00	0	0	0
Right-of-Way	0.00	0	0	0

Undeveloped	0.00	0	0	0
Totals		115	158	396
Population per LUE		0.00	0.00	0.00

Source: City of College Station, 2013, College Station Impact Fee Update 99 01 Harley Water Line (Template from Staff 2013 8 30) xlsx.

(Ord. No. [2013-3537](#), Pt. 1(Exh. B), 11-14-2013)

TABLE **2-5E**
ESTIMATION OF LIVING UNITS EQUIVALENT FOR AREA 03-02, STEEPLECHASE
WASTEWATER **LINE**
WASTEWATER **UTILITY**
CITY OF COLLEGE STATION

LAND USE	LUEs PER ACRE (a)	ESTIMATE LUEs		
		2013	2023	Buildout
Business Park	2.00	0	24	47
Estate	1.00	0	0	0
General Suburban	8.00	261	931	1,542
Restricted Suburban	4.00	16	257	479
Rural	0.33	0	0	0
Suburban Commercial	4.55	65	79	97
Urban	20.00	234	2,657	4,886
Undeveloped	0.00	0	0	0
Totals		576	3,949	7,051
Population pre LUE		1.58	2.09	2.13

Source: City of College Station, 2013, College Station Impact Fee Update 03 02 Steeplechase Wastewater (Template from Staff 2013 8 30).xlsx.

(Ord. No. [2013-3537](#), Pt. 1(Exh. B), 11-14-2013)

TABLE **2-6A**
 ESTIMATED SERVICE DEMAND BY FACILITY TYPE FOR AREA 92-01
 GRAHAM ROAD WASTEWATER LINE
 WASTEWATER UTILITY
CITY OF COLLEGE STATION

FACILITY TYPE/LAND USE	VOLUME		
	2013	2023	BUILDOUT
Peak Flow (MGD)(a): Gallons per LUE Daily	1.690	1.775	1.826
	1,068	1,068	1,068
TOTAL LUE'S	1,582	1,662	1,710
(a) Peak	1,068 gals/LUE/daily		

Existing Capacity details are contained in **Table 2-7A**

(Ord. No. [2013-3537](#), Pt. 1(Exh. B), 11-14-2013)

TABLE **2-6B**
 ESTIMATED SERVICE DEMAND BY FACILITY TYPE FOR AREA 97-01
 SPRINGCREEK WASTEWATER LINE
 WASTEWATER UTILITY
CITY OF COLLEGE STATION

FACILITY TYPE/LAND USE	VOLUME		
	2013	2023	BUILDOUT
Peak Flow (MGD)(a): Gallons per LUE Daily	2.888	4.117	9.147
	1,068	1,068	1,068

TOTAL LUE'S	2,704	3,855	8,565
(a) Peak	1,068 gals/LUE/daily		

Existing Capacity details are contained in **Table 2-7B**

(Ord. No. [2013-3537](#), Pt. 1(Exh. B), 11-14-2013)

TABLE ESTIMATE SERVICE DEMAND BY FACILITY TYPE FOR AREA **2-6C**
 ALUM CREEK WASTEWATER 97-02B
 WASTEWATER LINE
CITY OF COLLEGE STATION UTILITY

FACILITY TYPE/LAND USE	VOLUME		
	2013	2023	BUILDOUT
Peak Flow (MGD)(a):	0.361	1.742	2.837
Gallons per LUE Daily	1,068	1,068	1,068
TOTAL LUE'S	338	1,631	2.656
(a) Peak	1,068 gals/LUE/daily		

Existing Capacity details are contained in **Table 2-7C**

(Ord. No. [2013-3537](#), Pt. 1(Exh. B), 11-14-2013)

TABLE ESTIMATE SERVICE DEMAND BY FACILITY TYPE FOR AREA **2-6D**
 HARLEY WATER 99-01,
 WATER LINE
CITY OF COLLEGE STATION UTILITY

FACILITY TYPE/LAND USE	VOLUME		
	2013	2023	BUILDOUT
Peak Flow (MGD)(a):	0.077	0.106	0.264
Gallons per LUE Daily	668	668	668
TOTAL LUE'S	115	158	396
(a) Peak	668 gals/LUE/daily		

Existing Capacity details are contained in **Table 2-7D**

(Ord. No. [2013-3537](#), Pt. 1(Exh. B), 11-14-2013)

TABLE ESTIMATED SERVICE DEMAND BY FACILITY TYPE FOR AREA 03-02
 STEEPCHASE WASTEWATER WASTEWATER LINE
 CITY OF COLLEGE STATION UTILITY **2-6E**

FACILITY TYPE/LAND USE	VOLUME		
	2013	2023	BUILDOUT
Peak Flow (MGD)(a):	0.615	4.217	7.530
Gallons per LUE Daily	1,068	1,068	1,068
TOTAL LUE'S (b)	576	3,949	7,051
(a) Peak	1,068 gals/LUE/daily		

Existing Capacity details are contained in **Table 2-7E**

(Ord. No. [2013-3537](#), Pt. 1(Exh. B), 11-14-2013)

2-7A

TABLE
CIP INVENTORY AND COSTING FOR AREA 92-01, GRAHAM ROAD WASTEWATER
LINE
WASTEWATER
CITY OF COLLEGE STATION

UTILITY

FACILITY TYPE/NAME	TOTAL CONSTRUCTION COST	FACILITY CAPACITY				2013-2023	
		TOTAL	CURRENT CUSTOMERS	2013- 2023 GROWTH	POST 2023 GROWTH	CAPITAL COST	COST PER LUE
MAJOR COLLECTION LINES EXISTING FACILITIES		%					
Phase I	\$372,994	100.00%	92.51%	3.28%	4.20%	\$12,251	
Phase II	\$46,735	100.00%	100.00%	0.00%	0.00%	\$0	
Phase III	\$53,789	100.00%	92.51%	3.28%	4.20%	\$1,767	
Subtotal Existing Facilities	\$473,519	100.00%	93.25%	2.96%	3.79%	\$14,017	
FUTURE FACILITIES None		%					
Subtotal Future Facilities	\$0	0.00%	0.00%	0.00%	0.00%	\$0	
TOTAL COLLECTION LINES	\$473,519	100.00%	93.25%	2.96%	3.79%	\$14,017	\$249.58
CONSTRUCTION COST TOTAL	\$473,519					\$14,017	\$249.58

(Ord. No. [2013-3537](#), Pt. 1(Exh. B), 11-14-2013)

TABLE **2-7B**
CIP INVENTORY AND COSTING AREA 97-01, SPRINGCREEK WASTEWATER LINE
WASTEWATER **UTILITY**
CITY OF COLLEGE STATION

FACILITY TYPE/NAME	TOTAL CONSTRUCTION COST	FACILITY CAPACITY				2013-2023	
		TOTAL	CURRENT CUSTOMERS	2013-2023 GROWTH	POST 2023 GROWTH	CAPITAL COST	COST PER LUE
MAJOR COLLECTION LINES EXISTING FACILITIES		%					
Phase I	\$631,215	100.00%	31.57%	13.44%	54.99%	\$84,861	
Phase II	\$813,752	100.00%	31.57%	13.44%	54.99%	\$109,401	
Subtotal Existing Facilities	\$1,444,967	100.00%	31.57%	13.44%	54.99%	\$194,262	
FUTURE FACILITIES		%					
subtotal Future Facilities	\$0	0.00%	0.00%	0.00%	0.00%	\$0	
TOTAL COLLECTION LINES	\$1,444,967	100.00%	31.57%	13.44%	54.99%	\$194,262	\$168.71
CONSTRUCTION COST TOTAL	\$1,444,967					\$194,262	\$168.71

(Ord. No. [2013-3537](#), Pt. 1(Exh. B), 11-14-2013)

TABLE **2-7C**
 CIP INVENTORY AND COSTING FOR AREA 97-02B, ALUM CREEK WASTEWATER
 LINE
 WASTEWATER UTILITY
CITY OF COLLEGE STATION

FACILITY TYPE/NAME	TOTAL CONSTRUCTION COST	FACILITY CAPACITY				2013-2023	
		TOTAL	CURRENT CUSTOMERS	2013-2023 GROWTH	POST 2023 GROWTH	CAPITAL COST	COST PER LUE
MAJOR COLLECTION LINES EXISTING FACILITIES		%					
Phase I	\$214,271	100.00%	12.73%	48.67%	38.60%	\$104,294	
Subtotal Existing Facilities	\$214,271	100.00%	12.73%	48.67%	38.60%	\$104,294	
FUTURE FACILITIES		%					
Subtotal Future Facilities	\$0	0.00%	0.00%	0.00%	0.00%	\$0	
TOTAL COLLECTION LINES	\$214,271	100.00%	12.73%	48.67%	38.60%	\$104,294	\$80.67
CONSTRUCTION COST TOTAL	\$214,271					\$104,294	\$80.67

(Ord. No. [2013-3537](#), Pt. 1(Exh. B), 11-14-2013)

TABLE **2-7D**
 CIP INVENTORY AND COSTING FOR AREA 99-01, HARLEY WATER LINE
 WATER UTILITY
CITY OF COLLEGE STATION

		FACILITY CAPACITY	2013-2023

FACILITY TYPE/NAME	TOTAL CONSTRUCTION COST	TOTAL	CURRENT CUSTOMERS	2013-2023 GROWTH	POST 2023 GROWTH	CAPITAL COST	COST PER LUE
MAJOR TRANSMISSION LINES EXISTING FACILITIES		%					
Phase I	\$342,978	100.00%	29.04%	10.97%	59.99%	\$37,628	
Subtotal Existing Facilities	\$342,978	100.00%	29.04%	10.97%	59.99%	\$37,628	
FUTURE FACILITIES		%					
Subtotal Future Facilities	\$0	0.00%	0.00%	0.00%	0.00%	\$0	
TOTAL TRANSMISSION LINES	\$342,978	100.00%	29.04%	10.97%	59.99%	\$37,628	\$866.00
CONSTRUCTION COST TOTAL	\$342,978					\$37,628	\$866.00

(Ord. No. [2013-3537](#), Pt. 1(Exh. B), 11-14-2013)

TABLE **2-7E**
CIP INVENTORY AND COSTING FOR AREA 03-02, STEEPLECHASE WASTEWATER LINE
WASTEWATER **UTILITY**
CITY OF COLLEGE STATION

FACILITY TYPE/NAME	TOTAL CONSTRUCTION COST	FACILITY CAPACITY				2013-2023	
		TOTAL	CURRENT CUSTOMERS	2013-2023 GROWTH	POST 2023 GROWTH	CAPITAL COST	COST PER LUE

MAJOR COLLECTION LINES EXISTING FACILITIES		LUEs					
Sanitary Sewer Facilities	\$1,130,147	3,800	576	3,224	0	\$958,841	
Subtotal Existing Facilities	\$1,130,147	3,800	576	3,224	0	\$958,841	
FUTURE FACILITIES None		LUEs					
Subtotal Future Facilities	\$0	0	0	0	0	\$0	
TOTAL COLLECTION LINES	\$1,130,147	3,800	576	3,224	0	\$958,841	\$284.30
CONSTRUCTION COST TOTAL	\$1,130,147					\$958,841	\$284.30

(Ord. No. [2013-3537](#), Pt. 1(Exh. B), 11-14-2013)

**TABLE 2-8
SUMMARY OF CAPITAL COSTS**

UTILITY	AREA	FACILITY	COST/LUE*
WASTEWATER	92-01	Major Collection	\$249.58
	Graham Rd.	Study Costs	\$100.60
TOTAL CAPITAL COSTS 92-01 Graham Road Wastewater			\$350.18
WASTEWATER	97-01	Major Collection	\$168.71
	Spring Creek	Study Costs	\$4.91
TOTAL CAPITAL COSTS 97-01 Spring Creek Wastewater			\$173.61

WASTEWATER	97-02B	Major Collection	\$80.67
	Alum Creek	Study Costs	\$4.37
TOTAL CAPITAL COSTS 97-02B Alum Creek Wastewater			\$85.04
WATER	99-01	Major Transmission	\$866.00
	Harley	Study Costs	\$130.03
TOTAL CAPITAL COSTS 99-01 Harley Water Line			\$996.03
WASTEWATER	03-02	Major Collection	\$284.30
	Steeplechase	Study Costs	\$2.72
TOTAL CAPITAL COSTS 03-02 Steeplechase Wastewater			\$287.02

* An LUE is equal to use by a typical household with a 5/8" water meter (existing customers) or a 3/4" water meter for new customers. Totals may not add due to rounding.

(Ord. No. [2013-3537](#), Pt. 1(Exh. B), 11-14-2013)

TABLE **3-1A**
CATEGORIZATION OF UTILITY FOR AREA 92-01, GRAHAM ROAD WASTEWATER LINE
WASTEWATER **UTILITY**
CITY OF COLLEGE STATION

FACILITY TYPE/NAME	BOND ISSUE			FACILITY CAPACITY		TOTAL DEBT PRINCIPAL PER CURRENT
	ISSUANCE	ISSUANCE	REMAINING	TOTAL	FOR CURRENT	
<u>MAJOR COLLECTION</u>						
Phase I	1993	\$196,927	\$14,091	100%	92.51%	\$8.24
Phase II	1993	\$24,674	\$1,766	100%	100.00%	\$1.12
Phase III	1993	\$28,399	\$2,032	100%	92.51%	\$1.19

Subtotal Wastewater Collection		\$250,000	\$17,889			\$10.54
OUTSTANDING DEBT TOTAL		250,000	\$17,889			\$10.54

Source for outstanding principal: City of College Station Impact Fee Update 92 01 Graham Rd. Wastewater (Template from Staff 2013 9 3).xlsx.

(Ord. No. [2013-3537](#), Pt. 1(Exh. B), 11-14-2013)

TABLE **3-1B**
CATEGORIZATION OF UTILITY FOR AREA 97-01, SPRINGCREEK WASTEWATER LINE
WASTEWATER **UTILITY**
CITY OF COLLEGE STATION

FACILITY TYPE/NAME	BOND ISSUE			FACILITY CAPACITY		TOTAL DEBT PRINCIPAL PER CURRENT
	ISSUANCE	ISSUANCE	REMAINING	TOTAL	FOR CURRENT	
<u>MAJOR COLLECTION</u>						
Phase I	1998	\$314,523	\$110,742	100%	31.57%	\$12.93
Phase II	1998	\$405,477	\$142,766	100%	31.57%	\$16.67
Subtotal Wastewater Collection		\$720,000	\$253,508			\$29.60
OUTSTANDING DEBT TOTAL		\$720,000	\$253,508			\$29.60

Source for outstanding principal: City of College Station Impact Fee Update 97 01, Springcreek Wastewater (Template from Staff 4013 8 30).xlsx.

(Ord. No. [2013-3537](#), Pt. 1(Exh. B), 11-14-2013)

TABLE **3-1C**
 CATEGORIZATION OF UTILITY DEBT FOR AREA 97-02B, ALUM CREEK
 WASTEWATER LINE
 WASTEWATER UTILITY
CITY OF COLLEGE STATION

FACILITY TYPE/NAME	BOND ISSUE			FACILITY CAPACITY		TOTAL DEBT PRINCIPAL PER CURRENT
	ISSUANCE	ISSUANCE	REMAINING	TOTAL	FOR CURRENT	
<u>MAJOR COLLECTION</u>						
Phase I	1998	\$396,000	\$139,429	100%	12.73%	\$52.50
Subtotal Wastewater Collection		\$396,000	\$139,429			\$52.50
OUTSTANDING DEBT TOTAL	\$396,000	\$139,429			\$52.50	

Source for outstanding principal: City of College Station Impact Fee Update 97 02B Alum Creek Wastewater (Template from Staff 2013 8 30).xlsx.

Area 99-01, Harley Water Line, is not funded by debt, and thus the calculated rate credit is zero and not shown in **Table 3-1.

(Ord. No. [2013-3537](#), Pt. 1(Exh. B), 11-14-2013)

TABLE **3-1E**
 CATEGORIZATION OF UTILITY DEBT FOR AREA 03-02, STEEPLECHASE WASTEWATER
 LINE
 WASTEWATER UTILITY
CITY OF COLLEGE STATION

FACILITY TYPE/NAME	BOND ISSUE			FACILITY CAPACITY		TOTAL DEBT PRINCIPAL PER CURRENT
	ISSUANCE	ISSUANCE	REMAINING	TOTAL	FOR CURRENT	
<u>MAJOR COLLECTION</u>						

Sanitary Sewer Facilities	2004	\$1,000,000	\$677,642	100%	15.16%	\$178.33
Subtotal Wastewater Collection		\$1,000,000	\$677,642			\$178.33
OUTSTANDING DEBT TOTAL		\$1,000,000	\$677,642			\$178.33

Source for outstanding principal: City of College Station Impact Fee Update 03 02 Steeplechase Wastewater (Template from Staff 2013 8 30).xlsx.

(Ord. No. [2013-3537](#), Pt. 1(Exh. B), 11-14-2013)

TABLE **3-2A**
DERIVATION OF MAXIMUM FEES FOR AREA 92-01, GRAHAM ROAD
WASTEWATER **LINE**
THROUGH THE EQUITY RESIDUAL **MODEL**
CITY OF COLLEGE STATION

UTILITY/FACILITY TYPE	CONSTRUCTION COSTS	ALTERNATION ADJUSTMENT		MAXIMUM FEE AMOUNT		HIGHER OF A or B
		A Rate Credit	B 50% Adjustment	A Rate Credit	B 50% Adjustment	
<u>WASTEWATER UTILITY</u>						
Major Collection	\$249.58	\$10.54	\$124.79	\$239.04	\$124.79	\$239.04
CIP/Study Costs	\$100.60	\$0.00	\$50.30	\$100.60	\$50.30	\$100.60
Subtotal Wastewater	\$350.18	\$10.54	\$175.09	\$339.63	\$175.09	\$339.63
TOTALS	\$350.18	\$10.54	\$175.09	\$339.63	\$175.09	\$339.63

(Ord. No. [2013-3537](#), Pt. 1(Exh. B), 11-14-2013)

TABLE 3-2B
DERIVATION OF MAXIMUM IMPACT FEES FOR AREA 97-01, SPRINGCREEK WASTEWATER LINE THROUGH THE EQUITY RESIDUAL MODEL CITY OF COLLEGE STATION

UTILITY/FACILITY TYPE	CONSTRUCTION COSTS	ALTERNATION ADJUSTMENT		MAXIMUM FEE AMOUNT		HIGHER OF A or B
		A Rate Credit	B 50% Adjustment	A Rate Credit	B 50% Adjustment	
<u>WASTEWATER UTILITY</u>						
Major Collection	\$168.71	\$29.60	\$84.35	\$139.11	\$84.35	\$139.11
CIP/Study Costs	\$4.91	\$0.00	\$2.45	\$4.91	\$2.45	\$4.91
Subtotal Wastewater	\$173.61	\$29.60	\$86.81	\$144.01	\$86.81	\$144.01
TOTALS	\$173.61	\$29.60	\$86.81	\$144.01	\$86.81	\$144.01

(Ord. No. [2013-3537](#), Pt. 1(Exh. B), 11-14-2013)

TABLE 3-2C DEVIATION OF MAXIMUM IMPACT FEES FOR AREA 97-02B, ALUM CREEK WASTEWATER LINE THROUGH THE EQUITY OF RESIDUAL MODEL CITY OF COLLEGE STATION

UTILITY/FACILITY TYPE	CONSTRUCTION COSTS	ALTERNATION ADJUSTMENT		MAXIMUM FEE AMOUNT		HIGHER OF A or B
		A Rate Credit	B 50% Adjustment	A Rate Credit	B 50% Adjustment	
<u>WASTEWATER UTILITY</u>						
Major Collection	\$80.67	\$52.50	\$40.34	\$28.18	\$40.34	\$40.34

CIP/Study Costs	\$4.37	\$0.00	\$2.19	\$4.37	\$2.19	\$4.37
Subtotal Wastewater	\$85.04	\$52.50	\$42.52	\$44.71	\$42.52	\$44.71
TOTALS	\$85.04	\$52.50	\$42.52	\$32.55	\$42.52	\$44.71

(Ord. No. [2013-3537](#), Pt. 1(Exh. B), 11-14-2013)

3-2D

TABLE
DERIVATION OF MAXIMUM IMPACT FEES FOR AREA 99-01, HARLEY WATER LINE THROUGH THE EQUITY RESIDUAL MODEL CITY OF COLLEGE STATION

UTILITY/FACILITY TYPE	CONSTRUCTION COSTS	ALTERNATION ADJUSTMENT		MAXIMUM FEE AMOUNT		HIGHER OF A or B
		A Rate Credit	B 50% Adjustment	A Rate Credit	B 50% Adjustment	
<u>WASTEWATER UTILITY</u>						
Major Collection	\$866.00	\$0.00	\$433.00	\$866.00	\$433.00	\$866.00
CIP/Study Costs	\$130.03	\$0.00	\$65.02	\$130.03	\$65.02	\$130.03
Subtotal Wastewater	\$996.03	\$0.00	\$498.02	\$996.03	\$498.02	\$996.03
TOTALS	\$996.03	\$0.00	\$498.02	\$996.03	\$498.02	\$996.03

(Ord. No. [2013-3537](#), Pt. 1(Exh. B), 11-14-2013)

TABLE **3-2E**
DERIVATION OF MAXIMUM IMPACT FEES FOR AREA 03-02, STEEPLECHASE
WASTEWATER
THROUGH THE EQUITY RESIDUAL LINE
CITY OF COLLEGE STATION **MODEL**

UTILITY/FACILITY TYPE	CONSTRUCTION COSTS	ALTERNATION ADJUSTMENT		MAXIMUM FEE AMOUNT		HIGHER OF A or B
		A Rate Credit	B 50% Adjustment	A Rate Credit	B 50% Adjustment	
<u>WASTEWATER UTILITY</u>						
Major Collection	\$284.30	\$178.33	\$142.15	\$105.98	\$142.15	\$142.15
CIP/Study Costs	\$2.72	\$0.00	\$1.36	\$2.72	\$1.36	\$2.72
Subtotal Wastewater	\$287.02	\$178.33	\$143.51	\$108.70	\$143.51	\$144.87
TOTALS	\$287.02	\$178.33	\$143.51	\$108.70	\$143.51	\$144.87

(Ord. No. [2013-3537](#), Pt. 1(Exh. B), 11-14-2013)

EXHIBIT C: MAXIMUM IMPACT FEES

TABLE **3-3A**
MAXIMUM AND EFFECTIVE IMPACT FEES FOR VARIOUS WATER METER SIZES
FOR AREA 92-01, GRAHAM ROAD WASTEWATER LINE
CITY OF COLLEGE STATION

METER TYPE	METER SIZE	MULTIPLIER	FEE AMOUNTS	
			MAXIMUM	EFFECTIVE
SIMPLE	5/8" x 3/4"	1.000	\$339.63	\$339.63
SIMPLE	3/4"	1.000	\$339.63	\$339.63

SIMPLE	1"	2.500	\$849.09	\$849.09
SIMPLE	1½"	5.000	\$1,698.17	\$1,698.17
SIMPLE	2"	8.000	\$2,717.08	\$2,717.08
COMPOUND	2"	8.000	\$2,717.08	\$2,717.08
TURBINE	2"	10.000	\$3,396.34	\$3,396.34
COMPOUND	3"	16.000	\$5,434.15	\$5,434.15
TURBINE	3"	24.000	\$8,151.23	\$8,151.23
COMPOUND	4"	25.000	\$8,490.86	\$8,490.86
TURBINE	4"	42.000	\$14,264.65	\$14,264.65
COMPOUND	6"	50.000	\$16,981.72	\$16,981.72
TURBINE	6"	92.000	\$31,246.37	\$31,246.37
COMPOUND	8"	80.000	\$27,170.75	\$27,170.75
TURBINE	8"	160.000	\$54,341.51	\$54,341.51
COMPOUND	10"	115.000	\$39,057.96	\$39,057.96
TURBINE	10"	250.000	\$84,908.61	\$84,908.61
TURBINE	12"	330.000	\$112,079.36	\$112,079.36

(Ord. No. [2013-3537](#), Pt. 1(Exhs. C, D), 11-14-2013)

TABLE **3-3B**
MAXIMUM AND EFFECTIVE IMPACT FEES FOR VARIOUS WATER METER SIZES
FOR AREA 97-01, SPRINGCREEK WASTEWATER LINE
CITY OF COLLEGE STATION

METER TYPE	METER SIZE	MULTIPLIER	FEE AMOUNTS	
			MAXIMUM	EFFECTIVE

SIMPLE	5/8" x 3/4"	1.000	\$144.01	\$144.01
SIMPLE	3/4"	1.000	\$144.01	\$144.01
SIMPLE	1"	2.500	\$360.04	\$360.04
SIMPLE	1 1/2"	5.000	\$720.07	\$720.07
SIMPLE	2"	8.000	\$1,152.12	\$1,152.12
COMPOUND	2"	8.000	\$1,152.12	\$1,152.12
TURBINE	2"	10.000	\$1,440.15	\$1,440.15
COMPOUND	3"	16.000	\$2,304.23	\$2,304.23
TURBINE	3"	24.000	\$3,456.35	\$3,456.35
COMPOUND	4"	25.000	\$3,600.36	\$3,600.36
TURBINE	4"	42.000	\$6,048.61	\$6,048.61
COMPOUND	6"	50.000	\$7,200.73	\$7,200.73
TURBINE	6"	92.000	\$13,249.34	\$13,249.34
COMPOUND	8"	80.000	\$11,521.16	\$11,521.16
TURBINE	8"	160.000	\$23,042.33	\$23,042.33
COMPOUND	10"	115.00	\$16,561.67	\$16,561.67
TURBINE	10"	250.000	\$36,003.64	\$36,003.64
TURBINE	12"	330.000	\$47,524.80	\$47,524.80

(Ord. No. [2013-3537](#), Pt. 1(Exhs. C, D), 11-14-2013)

TABLE 3-3C
MAXIMUM AND EFFECTIVE IMPACT FEES FOR VARIOUS WATER METER SIZES
FOR AREA 97-02B, ALUM CREEK WASTEWATER LINE
CITY OF COLLEGE STATION

METER TYPE	METER SIZE	MULTIPLIER	FEE AMOUNTS	
			MAXIMUM	EFFECTIVE
SIMPLE	5/8" x 3/4"	1.000	\$44.71	\$44.71
SIMPLE	3/4"	1.000	\$44.71	\$44.71
SIMPLE	1"	2.500	\$111.77	\$111.77
SIMPLE	1 1/2"	5.000	\$223.54	\$223.54
SIMPLE	2"	8.000	\$357.66	\$357.66
COMPOUND	2"	8.000	\$357.66	\$357.66
TURBINE	2"	10.000	\$447.08	\$447.08
COMPOUND	3"	16.000	\$715.32	\$715.32
TURBINE	3"	24.000	\$1,072.98	\$1,072.98
COMPOUND	4"	25.000	\$1,117.69	\$1,117.69
TURBINE	4"	42.000	\$1,877.72	\$1,877.72
COMPOUND	6"	50.000	\$2,235.38	\$2,235.38
TURBINE	6"	92.000	\$4,113.10	\$4,113.10
COMPOUND	8"	80.000	\$3,576.61	\$3,576.61
TURBINE	8"	160.000	\$7,153.21	\$7,153.21
COMPOUND	10"	115.000	\$5,141.37	\$5,141.37
TURBINE	10"	250.000	\$11,176.89	\$11,176.89
TURBINE	12"	330.000	\$14,753.50	\$14,753.50

(Ord. No. [2013-3537](#), Pt. 1(Exhs. C, D), 11-14-2013)

TABLE **3-3D**
MAXIMUM AND EFFECTIVE IMPACT FEES FOR VARIOUS WATER METER SIZES
FOR AREA 99-01, HARLEY WATER LINE
CITY OF COLLEGE STATION

METER TYPE	METER SIZE	MULTIPLIER	FEE AMOUNTS	
			MAXIMUM	EFFECTIVE
SIMPLE	5/8" x 3/4"	1.000	\$996.03	\$996.03
SIMPLE	3/4"	1.000	\$996.03	\$996.03
SIMPLE	1"	2.500	\$2,490.08	\$2,490.08
SIMPLE	1 1/2"	5.000	\$4,980.15	\$4,980.15
SIMPLE	2"	8.000	\$7,968.24	\$7,968.24
COMPOUND	2"	8.000	\$7,968.24	\$7,968.24
TURBINE	2"	10.000	\$9,960.31	\$9,960.31
COMPOUND	3"	16.000	\$15,936.49	\$15,936.49
TURBINE	3"	24.000	\$23,904.73	\$23,904.73
COMPOUND	4"	25.000	\$24,900.76	\$24,900.76
TURBINE	4"	42.000	\$41,833.28	\$41,833.28
COMPOUND	6"	50.000	\$49,801.53	\$49,801.53
TURBINE	6"	92.000	\$91,634.81	\$91,634.81
COMPOUND	8"	80.000	\$79,682.44	\$79,682.44
TURBINE	8"	160.000	\$159,364.89	\$159,364.89
COMPOUND	10"	115.000	\$114,543.51	\$114,543.51

TURBINE	10"	250.000	\$249,007.64	\$249,007.64
TURBINE	12"	330.000	\$328,690.08	\$328,690.08

(Ord. No. [2013-3537](#), Pt. 1(Exhs. C, D), 11-14-2013)

TABLE **3-3E**
MAXIMUM AND EFFECTIVE IMPACT FEES FOR VARIOUS WATER METER SIZES
FOR AREA 03-02, STEEPCHASE WASTEWATER LINE
CITY OF COLLEGE STATION

METER TYPE	METER SIZE	MULTIPLIER	FEE AMOUNTS	
			MAXIMUM	EFFECTIVE
SIMPLE	5/8" x 3/4"	1.000	\$144.87	\$144.87
SIMPLE	3/4"	1.000	\$144.87	\$144.87
SIMPLE	1"	2.500	\$362.18	\$362.18
SIMPLE	1 1/2"	5.000	\$724.37	\$724.37
SIMPLE	2"	8.000	\$1,158.99	\$1,158.99
COMPOUND	2"	8.000	\$1,158.99	\$1,158.99
TURBINE	2"	10.000	\$1,448.73	\$1,448.73
COMPOUND	3"	16.000	\$2,317.97	\$2,317.97
TURBINE	3"	24.000	\$3,476.96	\$3,476.96
COMPOUND	4"	25.000	\$3,621.83	\$3,621.83
TURBINE	4"	42.000	\$6,084.67	\$6,084.67
COMPOUND	6"	50.000	\$7,243.66	\$7,243.66
TURBINE	6"	92.000	\$13,328.33	\$13,328.33
COMPOUND	8"	80.000	\$11,589.85	\$11,589.85

TURBINE	8"	160.000	\$23,179.71	\$23,179.71
COMPOUND	10"	115.000	\$16,660.42	\$16,660.42
TURBINE	10"	250.000	\$36,218.30	\$36,218.30
TURBINE	12"	330.000	\$47,808.15	\$47,808.15

(Ord. No. [2013-3537](#), Pt. 1(Exhs. C, D), 11-14-2013)

EXHIBIT D: IMPACT FEES CHARGED

TABLE **3-3A**
MAXIMUM AND EFFECTIVE IMPACT FEES FOR VARIOUS WATER METER SIZES
FOR AREA 92-01, GRAHAM ROAD WASTEWATER LINE
CITY OF COLLEGE STATION

METER TYPE	METER SIZE	MULTIPLIER	FEE AMOUNTS	
			MAXIMUM	EFFECTIVE
SIMPLE	5/8" x 3/4"	1.000	\$339.63	\$339.63
SIMPLE	3/4"	1.000	\$339.63	\$339.63
SIMPLE	1"	2.500	\$849.09	\$849.09
SIMPLE	1 1/2"	5.000	\$1,698.17	\$1,698.17
SIMPLE	2"	8.000	\$2,717.08	\$2,717.08
COMPOUND	2"	8.000	\$2,717.08	\$2,717.08
TURBINE	2"	10.000	\$3,396.34	\$3,396.34
COMPOUND	3"	16.000	\$5,434.15	\$5,434.15
TURBINE	3"	24.000	\$8,151.23	\$8,151.23
COMPOUND	4"	25.000	\$8,490.86	\$8,490.86
TURBINE	4"	42.000	\$14,264.65	\$14,264.65

COMPOUND	6"	50.000	\$16,981.72	\$16,981.72
TURBINE	6"	92.000	\$31,246.37	\$31,246.37
COMPOUND	8"	80.000	\$27,170.75	\$27,170.75
TURBINE	8"	160.000	\$54,341.51	\$54,341.51
COMPOUND	10"	115.000	\$39,057.96	\$39,057.96
TURBINE	10"	250.000	\$84,908.61	\$84,908.61
TURBINE	12"	330.000	\$112,079.36	\$112,079.36

(Ord. No. [2013-3537](#), Pt. 1(Exhs. C, D), 11-14-2013)

TABLE **3-3B**
MAXIMUM AND EFFECTIVE IMPACT FEES FOR VARIOUS WATER METER SIZES
FOR AREA 97-01, SPRINGCREEK WASTEWATER LINE
CITY OF COLLEGE STATION

METER TYPE	METER SIZE	MULTIPLIER	FEE AMOUNTS	
			MAXIMUM	EFFECTIVE
SIMPLE	5/8" x 3/4"	1.000	\$144.01	\$144.01
SIMPLE	3/4"	1.000	\$144.01	\$144.01
SIMPLE	1"	2.500	\$360.04	\$360.04
SIMPLE	1 1/2"	5.000	\$720.07	\$720.07
SIMPLE	2"	8.000	\$1,152.12	\$1,152.12
COMPOUND	2"	8.000	\$1,152.12	\$1,152.12
TURBINE	2"	10.000	\$1,440.15	\$1,440.15
COMPOUND	3"	16.000	\$2,304.23	\$2,304.23
TURBINE	3"	24.000	\$3,456.35	\$3,456.35

COMPOUND	4"	25.000	\$3,600.36	\$3,600.36
TURBINE	4"	42.000	\$6,048.61	\$6,048.61
COMPOUND	6"	50.000	\$7,200.73	\$7,200.73
TURBINE	6"	92.000	\$13,249.34	\$13,249.34
COMPOUND	8"	80.000	\$11,521.16	\$11,521.16
TURBINE	8"	160.000	\$23,042.33	\$23,042.33
COMPOUND	10"	115.00	\$16,561.67	\$16,561.67
TURBINE	10"	250.000	\$36,003.64	\$36,003.64
TURBINE	12"	330.000	\$47,524.80	\$47,524.80

(Ord. No. [2013-3537](#), Pt. 1(Exhs. C, D), 11-14-2013)

TABLE **3-3C**
MAXIMUM AND EFFECTIVE IMPACT FEES FOR VARIOUS WATER METER SIZES
FOR AREA 97-02B, ALUM CREEK WASTEWATER LINE
CITY OF COLLEGE STATION

METER TYPE	METER SIZE	MULTIPLIER	FEE AMOUNTS	
			MAXIMUM	EFFECTIVE
SIMPLE	5/8" x 3/4"	1.000	\$44.71	\$44.71
SIMPLE	3/4"	1.000	\$44.71	\$44.71
SIMPLE	1"	2.500	\$111.77	\$111.77
SIMPLE	1 1/2"	5.000	\$223.54	\$223.54
SIMPLE	2"	8.000	\$357.66	\$357.66
COMPOUND	2"	8.000	\$357.66	\$357.66
TURBINE	2"	10.000	\$447.08	\$447.08

COMPOUND	3"	16.000	\$715.32	\$715.32
TURBINE	3"	24.000	\$1,072.98	\$1,072.98
COMPOUND	4"	25.000	\$1,117.69	\$1,117.69
TURBINE	4"	42.000	\$1,877.72	\$1,877.72
COMPOUND	6"	50.000	\$2,235.38	\$2,235.38
TURBINE	6"	92.000	\$4,113.10	\$4,113.10
COMPOUND	8"	80.000	\$3,576.61	\$3,576.61
TURBINE	8"	160.000	\$7,153.21	\$7,153.21
COMPOUND	10"	115.000	\$5,141.37	\$5,141.37
TURBINE	10"	250.000	\$11,176.89	\$11,176.89
TURBINE	12"	330.000	\$14,753.50	\$14,753.50

(Ord. No. [2013-3537](#), Pt. 1(Exhs. C, D), 11-14-2013)

TABLE **3-3D**
MAXIMUM AND EFFECTIVE IMPACT FEES FOR VARIOUS WATER METER SIZES
FOR AREA 99-01, HARLEY WATER LINE
CITY OF COLLEGE STATION

METER TYPE	METER SIZE	MULTIPLIER	FEE AMOUNTS	
			MAXIMUM	EFFECTIVE
SIMPLE	5/8" x 3/4"	1.000	\$996.03	\$996.03
SIMPLE	3/4"	1.000	\$996.03	\$996.03
SIMPLE	1"	2.500	\$2,490.08	\$2,490.08
SIMPLE	1 1/2"	5.000	\$4,980.15	\$4,980.15
SIMPLE	2"	8.000	\$7,968.24	\$7,968.24

COMPOUND	2"	8.000	\$7,968.24	\$7,968.24
TURBINE	2"	10.000	\$9,960.31	\$9,960.31
COMPOUND	3"	16.000	\$15,936.49	\$15,936.49
TURBINE	3"	24.000	\$23,904.73	\$23,904.73
COMPOUND	4"	25.000	\$24,900.76	\$24,900.76
TURBINE	4"	42.000	\$41,833.28	\$41,833.28
COMPOUND	6"	50.000	\$49,801.53	\$49,801.53
TURBINE	6"	92.000	\$91,634.81	\$91,634.81
COMPOUND	8"	80.000	\$79,682.44	\$79,682.44
TURBINE	8"	160.000	\$159,364.89	\$159,364.89
COMPOUND	10"	115.000	\$114,543.51	\$114,543.51
TURBINE	10"	250.000	\$249,007.64	\$249,007.64
TURBINE	12"	330.000	\$328,690.08	\$328,690.08

(Ord. No. [2013-3537](#), Pt. 1(Exhs. C, D), 11-14-2013)

TABLE **3-3E**
MAXIMUM AND EFFECTIVE IMPACT FEES FOR VARIOUS WATER METER SIZES
FOR AREA 03-02, STEEPCHASE WASTEWATER LINE
CITY OF COLLEGE STATION

METER TYPE	METER SIZE	MULTIPLIER	FEE AMOUNTS	
			MAXIMUM	EFFECTIVE
SIMPLE	5/8" x 3/4"	1.000	\$144.87	\$144.87
SIMPLE	3/4"	1.000	\$144.87	\$144.87
SIMPLE	1"	2.500	\$362.18	\$362.18

SIMPLE	1½"	5.000	\$724.37	\$724.37
SIMPLE	2"	8.000	\$1,158.99	\$1,158.99
COMPOUND	2"	8.000	\$1,158.99	\$1,158.99
TURBINE	2"	10.000	\$1,448.73	\$1,448.73
COMPOUND	3"	16.000	\$2,317.97	\$2,317.97
TURBINE	3"	24.000	\$3,476.96	\$3,476.96
COMPOUND	4"	25.000	\$3,621.83	\$3,621.83
TURBINE	4"	42.000	\$6,084.67	\$6,084.67
COMPOUND	6"	50.000	\$7,243.66	\$7,243.66
TURBINE	6"	92.000	\$13,328.33	\$13,328.33
COMPOUND	8"	80.000	\$11,589.85	\$11,589.85
TURBINE	8"	160.000	\$23,179.71	\$23,179.71
COMPOUND	10"	115.000	\$16,660.42	\$16,660.42
TURBINE	10"	250.000	\$36,218.30	\$36,218.30
TURBINE	12"	330.000	\$47,808.15	\$47,808.15

(Ord. No. [2013-3537](#), Pt. 1(Exhs. C, D), 11-14-2013)

Article II. System-Wide Impact Fees.

15-6 System-Wide Impact Fee for Water Services.

- A. Purpose.** This Section is intended to ensure the provision of adequate public facilities to serve new development in an identified service area by requiring each such new development to pay a share of the costs of water improvements necessitated by and attributable to it as set forth herein and in accordance with Chapter 395, Texas Local Government Code.
- B. Authorization.** This Section is adopted pursuant to Chapter 395 Texas Local Government Code and other applicable law. Chapter 395 supplements this Section to the extent that its provisions may be applicable hereto and, to such extent, its provisions are incorporated herein. The provisions of this Section shall not be construed to limit the power of the City to utilize other methods authorized under state law or pursuant to other City powers to accomplish the purposes set forth herein, either in substitution or in conjunction with this Section. Guidelines may be developed by ordinance, resolution, or otherwise to implement and administer this Section.

Impact fees established by this Section are additional and supplemental to, and not in substitution of, any other requirements imposed by the City on the development or subdivision of land, the issuance of building permits, or the sale of water or wastewater taps.

- C. Service Area.** The impact fee service area for this Section is established, consisting of land within the City limits and portions of the City's extraterritorial jurisdiction as shown in the Water and Wastewater Impact Fee Study prepared by Freese and Nichols, Inc. dated July 2016 a portion showing the service area which is attached hereto as Exhibit "E," incorporated herein for all purposes and a copy of which shall be made available to view at the City Secretary's office along with a copy of the entire Study.
- D. Land Use Assumptions.** The land use assumptions for the impact fee imposed under this Section upon which the capital improvements plan for water facilities are based are as set forth in the Water and Wastewater Impact Fee Study prepared by Freese and Nichols, Inc. dated July 2016 a portion showing the land use assumptions which is attached hereto as Exhibit "F," incorporated herein for all purposes and a copy of which shall be made available to view at the City Secretary's office.
- E. Capital Improvements Plan.** The capital improvements plan for this Section identifying capital improvements for the provision of water services in the service area is as set forth in the Water and Wastewater Impact Fee Study prepared by Freese and Nichols, Inc. dated July 2016 a portion showing the capital improvements plan which is attached hereto as Exhibit "G," incorporated herein for all purposes and a copy of which shall be made available to view at the City Secretary's office.
- F. Service Unit.** Service units used to determine the amount of impact fees under this Section shall be expressed in terms of Land Use Equivalents ("LUEs") with one LUE representing one typical water meter for one single-family residence receiving water service.
- G. Impact fee.** In accordance with this Section and based upon the land use assumptions and capital improvements plan herein, the maximum impact fee per service unit for water services is as set forth in Exhibit "H" attached hereto,

incorporated herein for all purposes and a copy of which shall be made available to view at the City Secretary's office. In accordance with this Section and based upon the land use assumptions and capital improvements plan herein there is hereby imposed a system-wide water services impact fee per service unit as set forth in Exhibit "I" attached hereto, incorporated herein for all purposes and a copy of which shall be made available to view at the City Secretary's office.

- H. Assessment and Collection.** Assessment and collection of the impact fee established under this Section shall be as set forth herein and in accordance with applicable state law, and with assessment to occur at time of final plat approval by the City Planning and Zoning Commission when platting is required. If platting is not required, assessment shall occur at the earliest time allowed by law or by agreement as allowed by law.
- I. Accounting.** Funds collected through the adoption of the impact fee set forth in this Section shall be deposited in interest-bearing accounts clearly identifying the category of capital improvements or facility expansions within the service area for which the fee is adopted.
- J. Certification.** The City Council of the City certifies that none of the impact fee under this Section will be used or expended for an improvement or expansion not identified in the capital improvements plan.

EXHIBIT E: SERVICE AREA FOR SYSTEM-WIDE WATER SERVICES

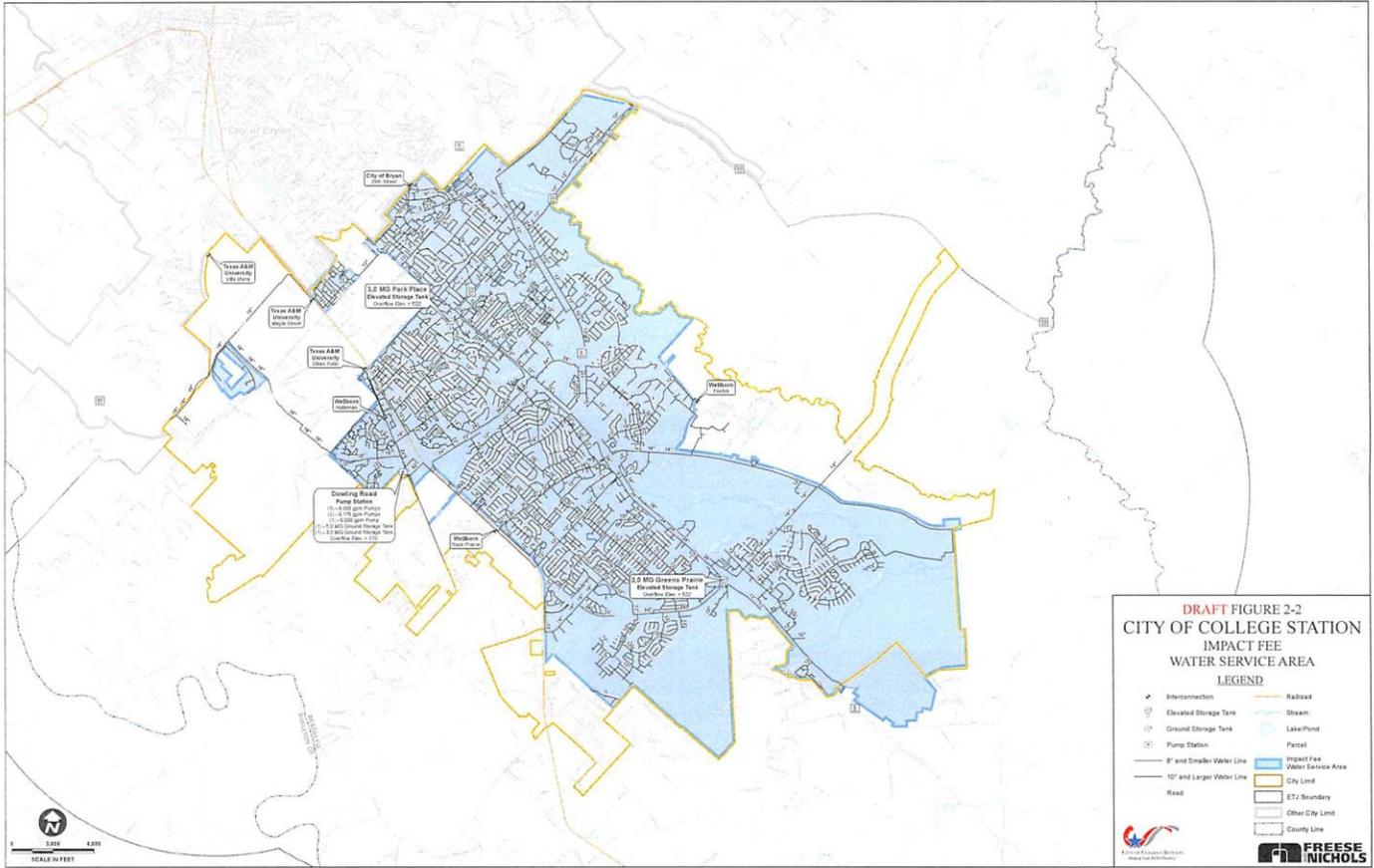


EXHIBIT F: LAND USE ASSUMPTIONS FOR SYSTEM-WIDE WATER SERVICES

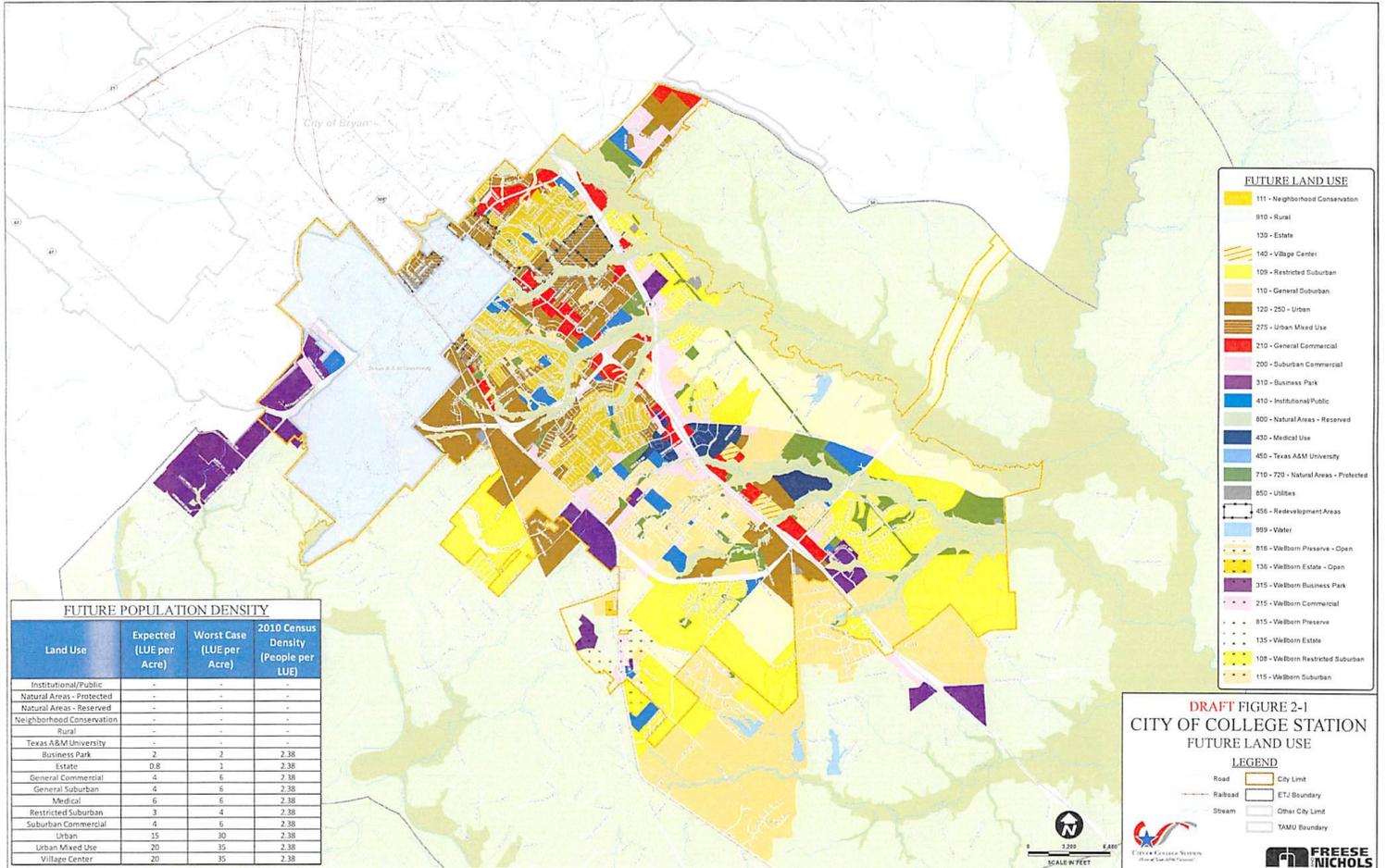


EXHIBIT G-1: CAPITAL IMPROVEMENTS PLAN FOR SYSTEM-WIDE WATER SERVICES

Table 3-3: Proposed Water System Impact Fee Eligible Capital Projects

No.	Description of Project	Capital Cost
EXISTING		
A	High Service Pumping Improvements	\$3,647,228
B	Bio-Corridor Waterline	\$998,884
C	Area 2 Waterline Extension	\$1,224,780
D	Cooling Tower Expansion	\$3,840,099
E	Well #9	\$5,228,000
F	Well #9 Collection Line - budget	\$3,337,000
G	Land- Rowe & Allen	\$1,082,378
H	Land- Hanson South	\$1,048,633
I	2016 Impact Fee Study	\$50,000
Existing Project Sub-total		\$20,457,002
PROPOSED		
1	SH 6 Water Line Connection Phase 1 - 24" SE of Creagor Lane	\$960,300
2	SH 6 Water Line Connection Phase 2	\$2,326,700
3	18-inch and 16-inch PRVs for Lower Pressure Plane	\$546,000
4	New 3 MG Elevated Storage Tank	\$7,761,000
5	SH 40 Water Line Extension - Graham Road to Barron Road	\$2,732,600
6	SH 40 Water Line Extension - Sonoma Subdivision to Victoria Avenue	\$599,100
7	SH 6 Water Line Connection Phase 3 - 24" SE of Greens Prairie Road	\$823,700
8	Dowling Road Pump Station North Water Line Replacement	\$1,151,300
9	Harvey Mitchell Parkway Water Line Replacement	\$3,580,200
10	Water Supply Well 10	\$8,018,400
Proposed Project Sub-total		\$28,499,300
Total Capital Improvements Cost		\$48,956,302

EXHIBIT G-2 MAP OF CAPITAL IMPROVEMENTS PLAN FOR SYSTEM-WIDE WATER SERVICES

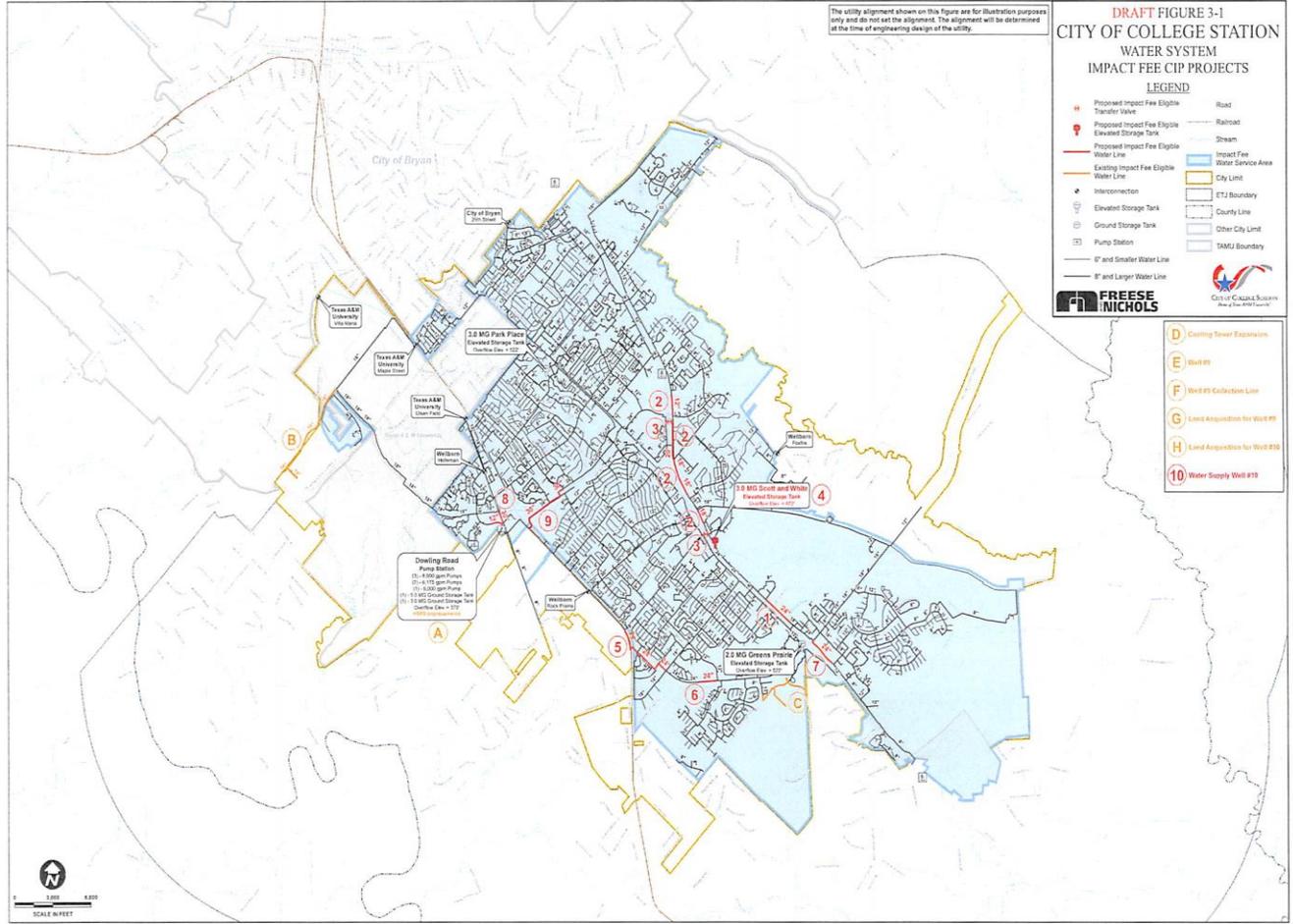


EXHIBIT H: MAXIMUM IMPACT FEE PER SERVICE UNIT FOR WATER SERVICES

Table 4-4: Water Impact Fee Calculation

Water Impact Fee	
Total Eligible Capital Improvement Costs	\$29,244,626
Total Eligible Financing Costs	\$4,896,224
Total Eligible Impact Fee Costs	\$34,140,850
Growth in Service Units (LUEs)	10,618
Maximum Water Impact Fee per Service Unit⁽¹⁾	\$3,215
Impact Fee Rate Credit per Service Unit	-\$298
Maximum Allowable Water Impact Fee⁽²⁾	\$2,917

(1) Total Eligible Costs divided by the Growth in Service Units (LUEs).

(2) Maximum Allowable Water Impact Fee is Maximum Water Impact Fee minus the Impact Fee Credit per Service Unit.

EXHIBIT I: IMPACT FEE IMPOSED PER SERVICE UNIT FOR SYSTEM-WIDE WATER SERVICES

Water Meter Size	Water Impact Fee per meter	Water Impact Fee per meter
	Eff. 1 Dec 2016	Eff. 1 Dec 2017
5/8"	\$250	\$500
1"	\$425	\$850
1-1/2"	\$2,675	\$5,350
2"	\$2,675	\$5,350
3"	\$6,675	\$13,350
4"	\$13,325	\$26,650
6"	\$26,675	\$53,350
8"	\$45,000	\$90,000
10"	\$66,675	\$133,350

15-7 System-Wide Impact Fees for Wastewater Services.

- A. Purpose.** This Section is intended to ensure the provision of adequate public facilities to serve new development in an identified service area by requiring each such new development to pay a share of the costs of wastewater collection and treatment improvements necessitated by and attributable to it as set forth herein and in accordance with Chapter 395, Texas Local Government Code.
- B. Authorization.** This Section is adopted pursuant to Chapter 395 Texas Local Government Code and other applicable law. Chapter 395 supplements this Section to the extent that its provisions may be applicable hereto and, to such extent, its provisions are incorporated herein. The provisions of this Section shall not be construed to limit the power of the City to utilize other methods authorized under state law or pursuant to other City powers to accomplish the purposes set forth herein, either in substitution or in conjunction with this Section. Guidelines may be developed by ordinance, resolution, or otherwise to implement and administer this Section.

Impact fees established by this Section are additional and supplemental to, and not in substitution of, any other requirements imposed by the City on the development or subdivision of land, the issuance of building permits, or the sale of water or wastewater taps.

- C. Service Area.** The impact fee service area for this Section is established, consisting of land within the City limits and portions of the City's extraterritorial jurisdiction as depicted in the Water and Wastewater Impact Fee Study prepared by Freese and Nichols, Inc. dated July 2016 a portion showing the service area which is attached hereto as Exhibit "J," incorporated herein for all purposes and a copy of which shall be made available to view at the City Secretary's office along with a copy of the entire Study.
- D. Land Use Assumptions.** The land use assumptions for the impact fee imposed under this Section upon which the capital improvements plan for wastewater facilities are based are set forth in the Water and Wastewater Impact Fee Study prepared by Freese and Nichols, Inc. dated July 2016 a portion showing the land use assumptions which is attached hereto as Exhibit "K," incorporated herein for all purposes and a copy of which shall be made available to view at the City Secretary's office.
- E. Capital Improvements Plan.** The capital improvements plan for this Section identifying capital improvements for the provision of wastewater services in the service area is as set forth in the Water and Wastewater Impact Fee Study prepared by Freese and Nichols, Inc. dated July 2016 a portion showing the capital improvements plan which is attached hereto as Exhibit "L," incorporated herein for all purposes and a copy of which shall be made available to view at the City Secretary's office.
- F. Service Units.** Service units used to determine the amount of impact fees under this Section shall be expressed in terms of Land Use Equivalents ("LUEs") with one LUE representing one typical water meter for one single-family residence receiving wastewater services.
- G. Impact fee.** In accordance with this Section and based upon the land use assumptions and capital improvements plan above, the maximum impact fee per service unit for wastewater collection and treatment services is as set forth in Exhibit "M" attached hereto, incorporated herein for all purposes and a copy of which shall

be made available to view at the City Secretary's office. In accordance with this Section and based upon the land use assumptions and capital improvements plan above there is hereby imposed a system-wide wastewater collection and treatment impact fee per service unit as set forth in Exhibit "N" attached hereto, incorporated herein for all purposes and a copy of which shall be made available to view at the City Secretary's office.

- H. Assessment and Collection.** Assessment and collection of the impact fee established under this Section shall be as set forth herein and in accordance with applicable state law, and with assessment to occur at time of final plat approval by the City Planning and Zoning Commission when platting is required. If platting is not required, assessment shall occur at the earliest time allowed by law or by agreement as allowed by law.
- I. Accounting.** Funds collected through the adoption of the impact fee set forth in this Section shall be deposited in interest-bearing accounts clearly identifying the category of capital improvements or facility expansions within the service area for which the fee is adopted.
- J. Certification.** The City Council of the City certifies that none of the impact fee under this section will be used or expended for an improvement or expansion not identified in the capital improvements plan.

EXHIBIT J: SERVICE AREA FOR SYSTEM-WIDE WASTEWATER COLLECTION & TREATMENT SERVICES

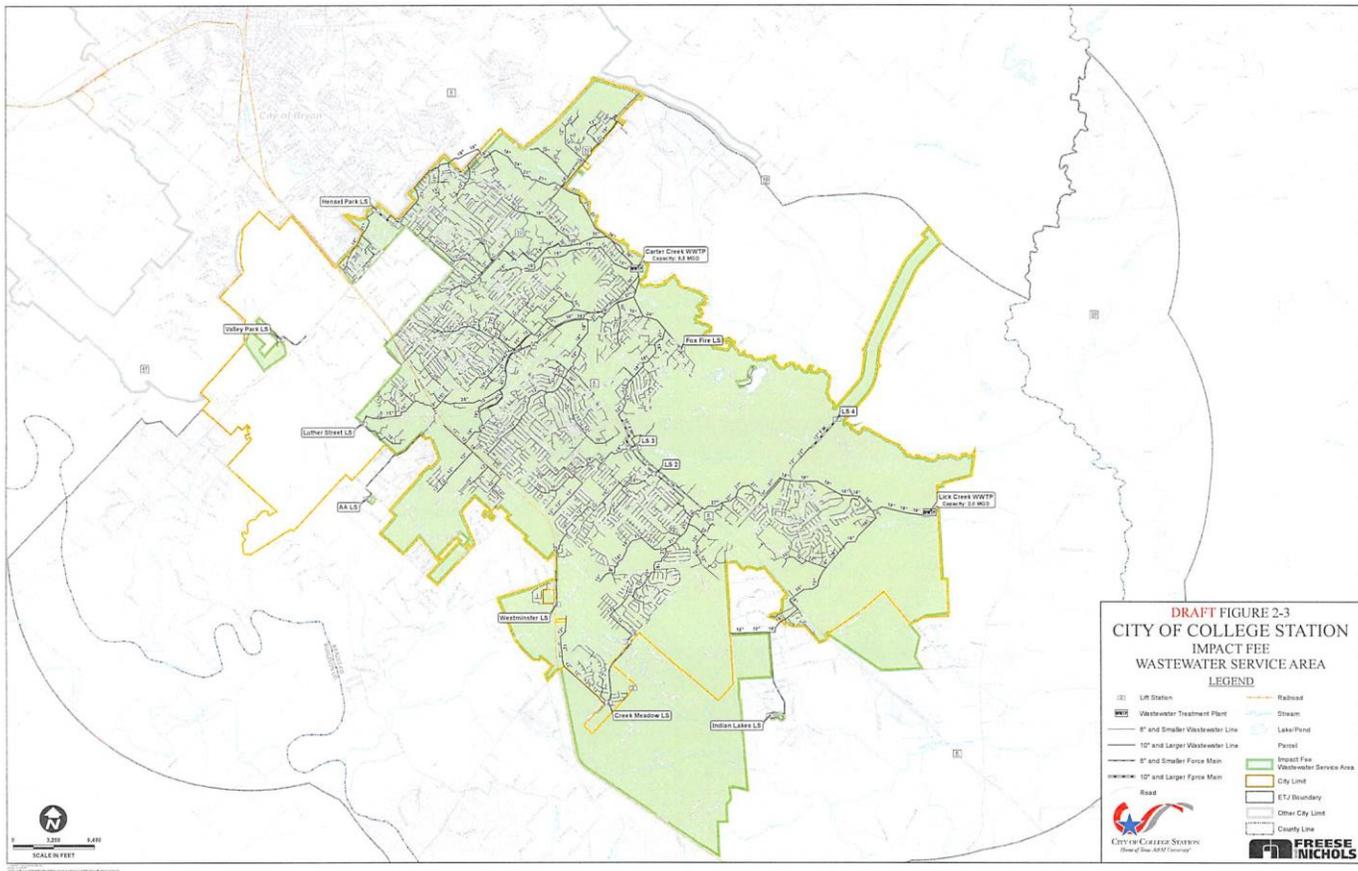


EXHIBIT K: LAND USE ASSUMPTION FOR SYSTEM-WIDE WASTEWATER COLLECTION & TREATMENT SERVICES

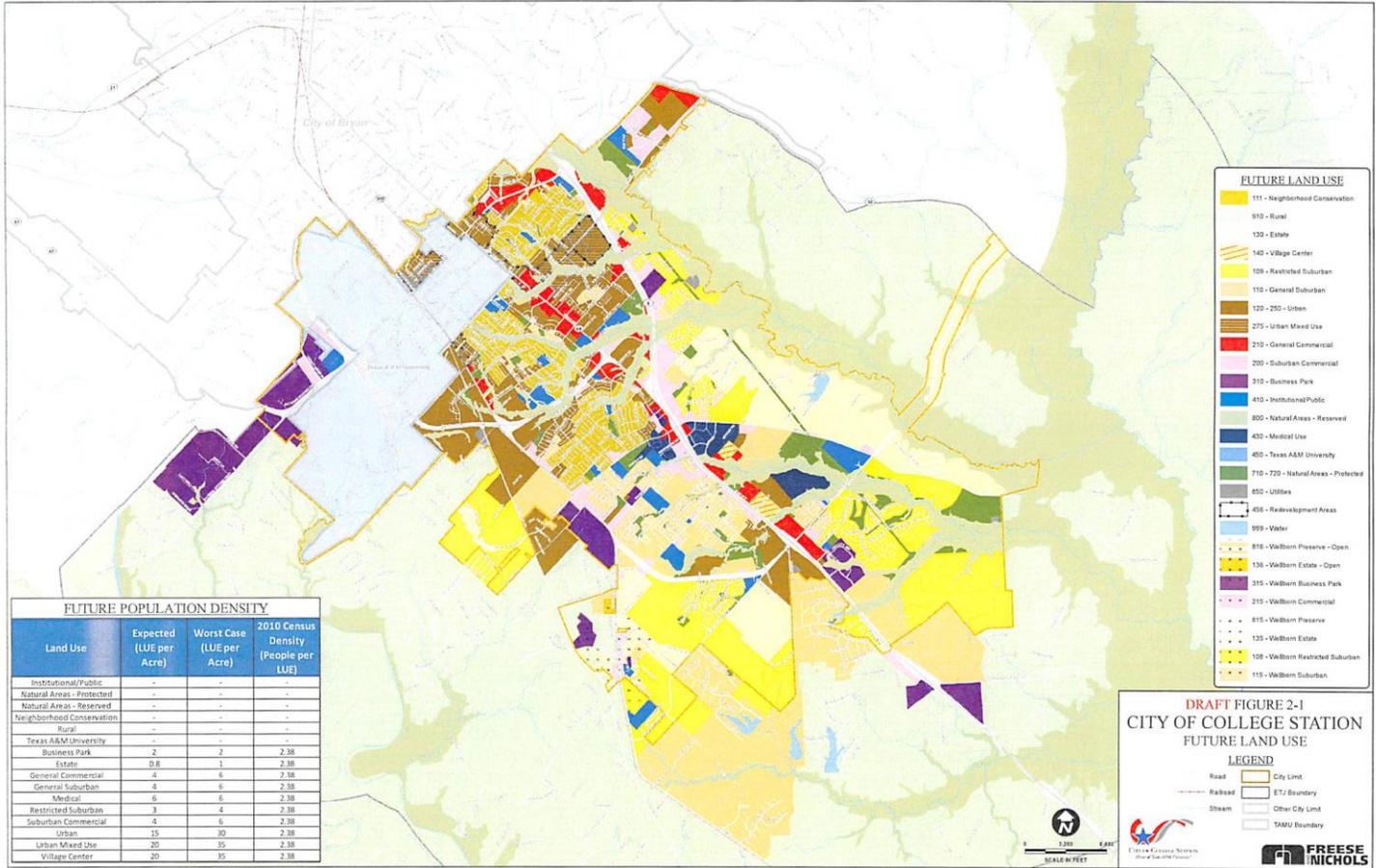


EXHIBIT L-1: CAPITAL IMPROVEMENTS PLAN FOR SYSTEM-WIDE WASTEWATER COLLECTION & TREATMENT SERVICES

Table 3-4: Proposed Wastewater System Impact Fee Eligible Capital Projects

No.	Description of Project	Capital Cost
EXISTING		
A	Bee Creek Interceptor Phase 1	\$3,600,939
B	Royder/Live Oak Sewer Service	\$1,691,256
C	2016 Impact Fee Study	\$50,000
Existing Project Sub-total		\$5,342,195
PROPOSED		
1	54/60-inch Bee Creek Interceptor Phase 2	\$7,060,400
2	42/48-inch Bee Creek Interceptor Phase 3	\$5,511,400
3	54-inch Lick Creek Interceptor Phase 1	\$2,756,600
4	54-inch Lick Creek Interceptor Phase 2	\$8,739,500
5	Expand Lick Creek WWTP Capacity to 5 MGD	\$29,949,000
6	42/48-inch Medical District Interceptor Phase 1	\$9,319,500
7	4 MGD Diversion Lift Station and 24-inch Force Main	\$12,024,500
8	42-inch Northeast Interceptor Phase 1	\$3,501,600
9	48-inch Northeast Interceptor Phase 2	\$2,577,900
10	36-inch Northeast Interceptor Phase 3	\$5,587,400
11	24/30-inch Northeast Interceptor Phase 4	\$3,427,700
12	30/36-inch Southwood Valley Interceptor Phase 1	\$3,286,400
13	15/18/24-inch Southwood Valley Interceptor Phase 2	\$1,961,400
14	Hensel Park Lift Station Expansion to 6 MGD	\$4,682,500
15	Expand Lick Creek WWTP Capacity to 8 MGD	\$24,717,000
16	Diversion Lift Station Expansion to 10 MGD	\$2,496,000
17	24/27-inch Alum Creek Interceptor	\$9,018,800
18	3 MGD Peach Creek Lift Station and 16-inch Force Main	\$4,165,200
19	12/21/24-inch Royder Road Interceptor	\$4,086,500
20	18/21/24-inch Medical District Interceptor Phase 2	\$3,456,900
Proposed Project Sub-total		\$148,326,200
Total Capital Improvements Cost		\$153,668,395

EXHIBIT L-2 MAP OF CAPITAL IMPROVEMENTS PLAN FOR SYSTEM-WIDE WASTEWATER COLLECTION & TREATMENT SERVICES

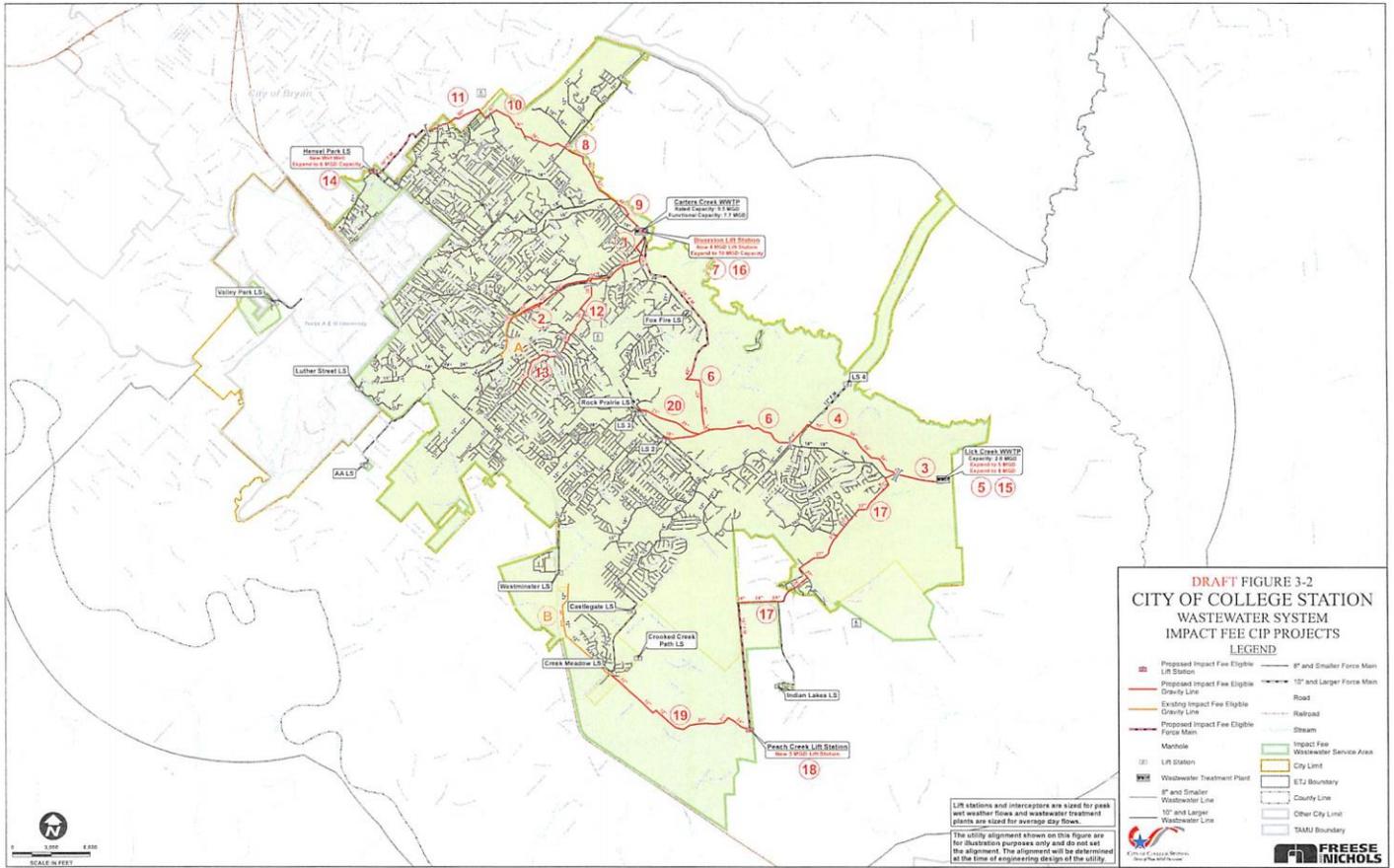


EXHIBIT M: MAXIMUM IMPACT FEE PER SERVICE UNIT FOR WASTEWATER COLLECTION & TREATMENT SERVICES

Table 4-5: Wastewater Impact Fee Calculation

Wastewater Impact Fee	
Total Eligible Capital Improvement Costs	\$60,666,267
Total Eligible Financing Costs	\$11,619,219
Total Eligible Impact Fee Costs	\$72,285,486
Growth in Service Units (LUEs)	12,058
Maximum Wastewater Impact Fee per Service Unit⁽¹⁾	\$5,995
Impact Fee Rate Credit per Service Unit	-\$476
Maximum Allowable Wastewater Impact Fee⁽²⁾	\$5,519

(1) Total Eligible Costs divided by the Growth in Service Units (LUEs).

(2) Maximum Allowable Wastewater Impact Fee is Maximum Wastewater Impact Fee minus the Impact Fee Credit per Service Unit.

EXHIBIT N: IMPACT FEE IMPOSED PER SERVICE UNIT FOR SYSTEM-WIDE WASTEWATER COLLECTION & TREATMENT SERVICES

Water Meter Size	Wastewater Impact Fee – per meter Eff. 1 Dec 2016	Wastewater Impact Fee – per meter Eff. 1 Dec 2017
5/8”	\$1,500	\$3,000
1”	\$2,550	\$5,100
1-1/2”	\$8,025	\$16,050
2”	\$8,025	\$16,050
3”	\$20,025	\$40,050
4”	\$39,975	\$79,950
6”	\$80,025	\$160,050
8”	\$135,000	\$270,000
10”	\$200,025	\$400,050

15-8 System-Wide Roadway Impact Fees. (reserved)**ARTICLE III. ADMINISTRATION AND ENFORCEMENT.****Section 15-9. Appeal.**

- A.** The property owner or applicant for new development may appeal the following decisions to the Director of Planning and Development Services, or his/her designee:
- (1) The applicability of an impact fee to the development;
 - (2) The value of the impact fee due;
 - (3) The availability or the value of an offset or credit;
 - (4) The application of an offset or credit against an impact fee due; and/or
 - (5) The amount of the refund due, if any.
- B.** All appeals shall be taken within 30 days of notice of the action from which the appeal is taken.
- C.** The burden of proof shall be on the appellant to demonstrate that the value of the fee or the value of the offset or credit was not calculated according to the applicable impact fee schedule or the guidelines established for determining offsets and credits.
- D.** The appellant may appeal the decision of the Director of Planning and Development Services to the Council. A notice of appeal to the Council must be filed by the applicant with the City Secretary within 30 days following the Director's decision. If the notice of appeal is accompanied by a bond or other sufficient surety satisfactory to the City Attorney in an amount equal to the Director's determination of the impact fee due, the development application, utility application, subdivision plat, building permit or other required City permit or authorization for development may be processed and issued while the appeal is pending.

ADDITIONS PROPOSED TO CHAPTER 15:

“Article II. System-Wide Impact Fees.

15-6 System-Wide Impact Fee for Water Services.

- A. Purpose.** This Section is intended to ensure the provision of adequate public facilities to serve new development in an identified service area by requiring each such new development to pay a share of the costs of water improvements necessitated by and attributable to it as set forth herein and in accordance with Chapter 395, Texas Local Government Code.
- B. Authorization.** This Section is adopted pursuant to Chapter 395 Texas Local Government Code and other applicable law. Chapter 395 supplements this Section to the extent that its provisions may be applicable hereto and, to such extent, its provisions are incorporated herein. The provisions of this Section shall not be construed to limit the power of the City to utilize other methods authorized under state law or pursuant to other City powers to accomplish the purposes set forth herein, either in substitution or in conjunction with this Section. Guidelines may be developed by ordinance, resolution, or otherwise to implement and administer this Section.

Impact fees established by this Section are additional and supplemental to, and not in substitution of, any other requirements imposed by the City on the development or subdivision of land, the issuance of building permits, or the sale of water or wastewater taps.

- C. Service Area.** The impact fee service area for this Section is established, consisting of land within the City limits and portions of the City’s extraterritorial jurisdiction as shown in the Water and Wastewater Impact Fee Study prepared by Freese and Nichols, Inc. dated July 2016 a portion showing the service area which is attached hereto as Exhibit “E,” incorporated herein for all purposes and a copy of which shall be made available to view at the City Secretary’s office along with a copy of the entire Study.
- D. Land Use Assumptions.** The land use assumptions for the impact fee imposed under this Section upon which the capital improvements plan for water facilities are based are as set forth in the Water and Wastewater Impact Fee Study prepared by Freese and Nichols, Inc. dated July 2016 a portion showing the land use assumptions which is attached hereto as Exhibit “F,” incorporated herein for all purposes and a copy of which shall be made available to view at the City Secretary’s office.
- E. Capital Improvements Plan.** The capital improvements plan for this Section identifying capital improvements for the provision of water services in the service area is as set forth in the Water and Wastewater Impact Fee Study prepared by Freese and Nichols, Inc. dated July 2016 a portion showing the capital improvements plan which is attached hereto as Exhibit “G,” incorporated herein for all purposes and a copy of which shall be made available to view at the City Secretary’s office.
- F. Service Unit.** Service units used to determine the amount of impact fees under this Section shall be expressed in terms of Land Use Equivalents (“LUEs”) with one LUE representing one typical water meter for one single-family residence receiving water service.

- G. Impact fee.** In accordance with this Section and based upon the land use assumptions and capital improvements plan herein, the maximum impact fee per service unit for water services is as set forth in Exhibit “H” attached hereto, incorporated herein for all purposes and a copy of which shall be made available to view at the City Secretary’s office. In accordance with this Section and based upon the land use assumptions and capital improvements plan herein there is hereby imposed a system-wide water services impact fee per service unit as set forth in Exhibit “I” attached hereto, incorporated herein for all purposes and a copy of which shall be made available to view at the City Secretary’s office.
- H. Assessment and Collection.** Assessment and collection of the impact fee established under this Section shall be as set forth herein and in accordance with applicable state law, and with assessment to occur at time of final plat approval by the City Planning and Zoning Commission when platting is required. If platting is not required, assessment shall occur at the earliest time allowed by law or by agreement as allowed by law.
- I. Accounting.** Funds collected through the adoption of the impact fee set forth in this Section shall be deposited in interest-bearing accounts clearly identifying the category of capital improvements or facility expansions within the service area for which the fee is adopted.
- J. Certification.** The City Council of the City certifies that none of the impact fee under this Section will be used or expended for an improvement or expansion not identified in the capital improvements plan.

EXHIBIT E: SERVICE AREA FOR SYSTEM-WIDE WATER SERVICES

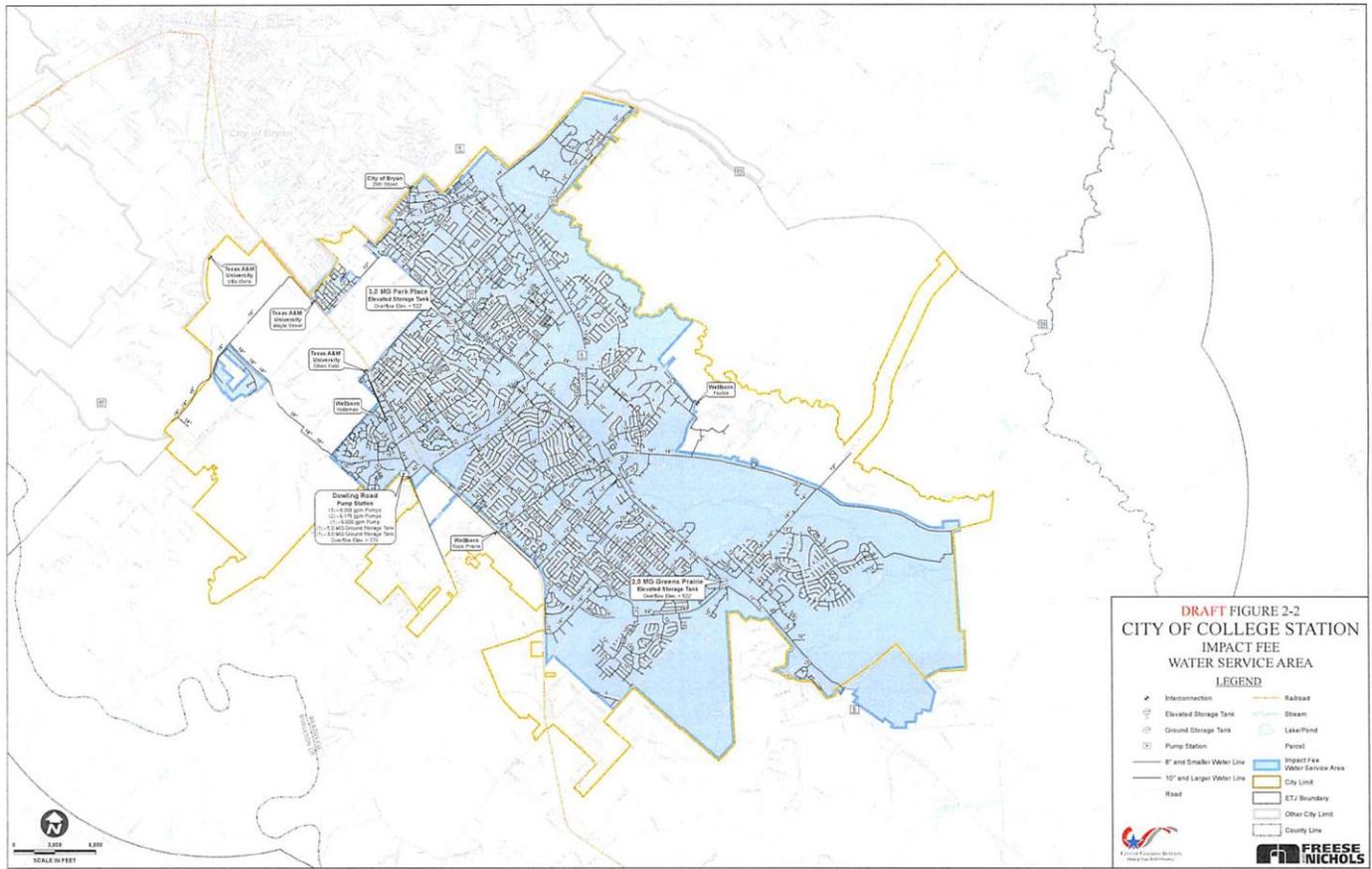


EXHIBIT F: LAND USE ASSUMPTIONS FOR SYSTEM-WIDE WATER SERVICES

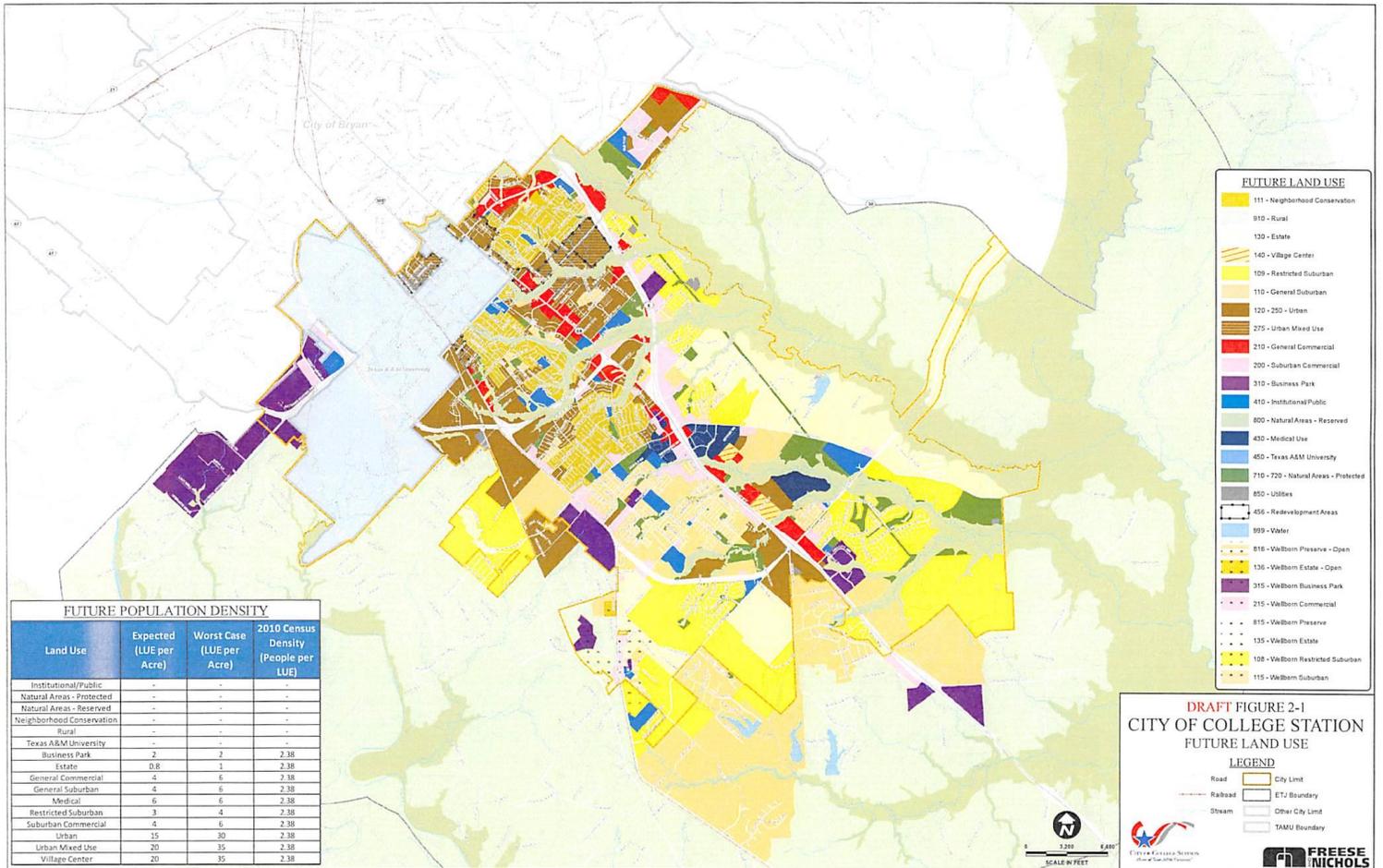


EXHIBIT G-1: CAPITAL IMPROVEMENTS PLAN FOR SYSTEM-WIDE WATER SERVICES

Table 3-3: Proposed Water System Impact Fee Eligible Capital Projects

No.	Description of Project	Capital Cost
EXISTING		
A	High Service Pumping Improvements	\$3,647,228
B	Bio-Corridor Waterline	\$998,884
C	Area 2 Waterline Extension	\$1,224,780
D	Cooling Tower Expansion	\$3,840,099
E	Well #9	\$5,228,000
F	Well #9 Collection Line - budget	\$3,337,000
G	Land- Rowe & Allen	\$1,082,378
H	Land- Hanson South	\$1,048,633
I	2016 Impact Fee Study	\$50,000
Existing Project Sub-total		\$20,457,002
PROPOSED		
1	SH 6 Water Line Connection Phase 1 - 24" SE of Creagor Lane	\$960,300
2	SH 6 Water Line Connection Phase 2	\$2,326,700
3	18-inch and 16-inch PRVs for Lower Pressure Plane	\$546,000
4	New 3 MG Elevated Storage Tank	\$7,761,000
5	SH 40 Water Line Extension - Graham Road to Barron Road	\$2,732,600
6	SH 40 Water Line Extension - Sonoma Subdivision to Victoria Avenue	\$599,100
7	SH 6 Water Line Connection Phase 3 - 24" SE of Greens Prairie Road	\$823,700
8	Dowling Road Pump Station North Water Line Replacement	\$1,151,300
9	Harvey Mitchell Parkway Water Line Replacement	\$3,580,200
10	Water Supply Well 10	\$8,018,400
Proposed Project Sub-total		\$28,499,300
Total Capital Improvements Cost		\$48,956,302

EXHIBIT G-2 MAP OF CAPITAL IMPROVEMENTS PLAN FOR SYSTEM-WIDE WATER SERVICES

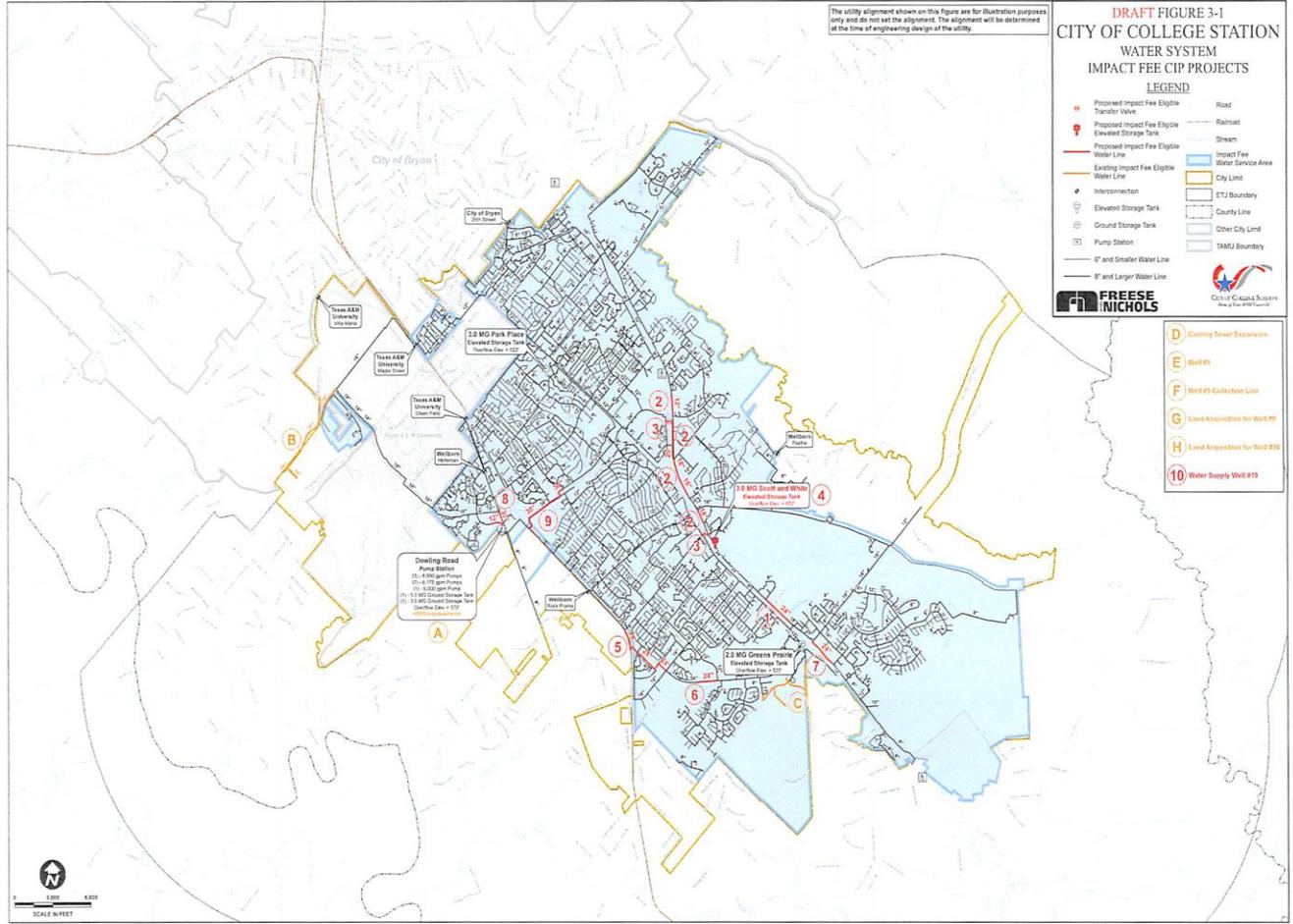


EXHIBIT H: MAXIMUM IMPACT FEE PER SERVICE UNIT FOR WATER SERVICES

Table 4-4: Water Impact Fee Calculation

Water Impact Fee	
Total Eligible Capital Improvement Costs	\$29,244,626
Total Eligible Financing Costs	\$4,896,224
Total Eligible Impact Fee Costs	\$34,140,850
Growth in Service Units (LUEs)	10,618
Maximum Water Impact Fee per Service Unit⁽¹⁾	\$3,215
Impact Fee Rate Credit per Service Unit	-\$298
Maximum Allowable Water Impact Fee⁽²⁾	\$2,917

(1) Total Eligible Costs divided by the Growth in Service Units (LUEs).

(2) Maximum Allowable Water Impact Fee is Maximum Water Impact Fee minus the Impact Fee Credit per Service Unit.

EXHIBIT I: IMPACT FEE IMPOSED PER SERVICE UNIT FOR SYSTEM-WIDE WATER SERVICES

Water Meter Size	Water Impact Fee per meter	Water Impact Fee per meter
	Eff. 1 Dec 2016	Eff. 1 Dec 2017
5/8"	\$250	\$500
1"	\$425	\$850
1-1/2"	\$2,675	\$5,350
2"	\$2,675	\$5,350
3"	\$6,675	\$13,350
4"	\$13,325	\$26,650
6"	\$26,675	\$53,350
8"	\$45,000	\$90,000
10"	\$66,675	\$133,350

15-7 System-Wide Impact Fees for Wastewater Services.

- A. Purpose.** This Section is intended to ensure the provision of adequate public facilities to serve new development in an identified service area by requiring each such new development to pay a share of the costs of wastewater collection and treatment improvements necessitated by and attributable to it as set forth herein and in accordance with Chapter 395, Texas Local Government Code.
- B. Authorization.** This Section is adopted pursuant to Chapter 395 Texas Local Government Code and other applicable law. Chapter 395 supplements this Section to the extent that its provisions may be applicable hereto and, to such extent, its provisions are incorporated herein. The provisions of this Section shall not be construed to limit the power of the City to utilize other methods authorized under state law or pursuant to other City powers to accomplish the purposes set forth herein, either in substitution or in conjunction with this Section. Guidelines may be developed by ordinance, resolution, or otherwise to implement and administer this Section.

Impact fees established by this Section are additional and supplemental to, and not in substitution of, any other requirements imposed by the City on the development or subdivision of land, the issuance of building permits, or the sale of water or wastewater taps.

- C. Service Area.** The impact fee service area for this Section is established, consisting of land within the City limits and portions of the City's extraterritorial jurisdiction as depicted in the Water and Wastewater Impact Fee Study prepared by Freese and Nichols, Inc. dated July 2016 a portion showing the service area which is attached hereto as Exhibit "J," incorporated herein for all purposes and a copy of which shall be made available to view at the City Secretary's office along with a copy of the entire Study.
- D. Land Use Assumptions.** The land use assumptions for the impact fee imposed under this Section upon which the capital improvements plan for wastewater facilities are based are set forth in the Water and Wastewater Impact Fee Study prepared by Freese and Nichols, Inc. dated July 2016 a portion showing the land use assumptions which is attached hereto as Exhibit "K," incorporated herein for all purposes and a copy of which shall be made available to view at the City Secretary's office.
- E. Capital Improvements Plan.** The capital improvements plan for this Section identifying capital improvements for the provision of wastewater services in the service area is as set forth in the Water and Wastewater Impact Fee Study prepared by Freese and Nichols, Inc. dated July 2016 a portion showing the capital improvements plan which is attached hereto as Exhibit "L," incorporated herein for all purposes and a copy of which shall be made available to view at the City Secretary's office.
- F. Service Units.** Service units used to determine the amount of impact fees under this Section shall be expressed in terms of Land Use Equivalents ("LUEs") with one LUE representing one typical water meter for one single-family residence receiving wastewater services.
- G. Impact fee.** In accordance with this Section and based upon the land use assumptions and capital improvements plan above, the maximum impact fee per service unit for wastewater collection and treatment services is as set forth in Exhibit "M" attached hereto, incorporated herein for all purposes and a copy of which shall

be made available to view at the City Secretary's office. In accordance with this Section and based upon the land use assumptions and capital improvements plan above there is hereby imposed a system-wide wastewater collection and treatment impact fee per service unit as set forth in Exhibit "N" attached hereto, incorporated herein for all purposes and a copy of which shall be made available to view at the City Secretary's office.

- H. Assessment and Collection.** Assessment and collection of the impact fee established under this Section shall be as set forth herein and in accordance with applicable state law, and with assessment to occur at time of final plat approval by the City Planning and Zoning Commission when platting is required. If platting is not required, assessment shall occur at the earliest time allowed by law or by agreement as allowed by law.
- I. Accounting.** Funds collected through the adoption of the impact fee set forth in this Section shall be deposited in interest-bearing accounts clearly identifying the category of capital improvements or facility expansions within the service area for which the fee is adopted.
- J. Certification.** The City Council of the City certifies that none of the impact fee under this section will be used or expended for an improvement or expansion not identified in the capital improvements plan.

EXHIBIT J: SERVICE AREA FOR SYSTEM-WIDE WASTEWATER COLLECTION & TREATMENT SERVICES

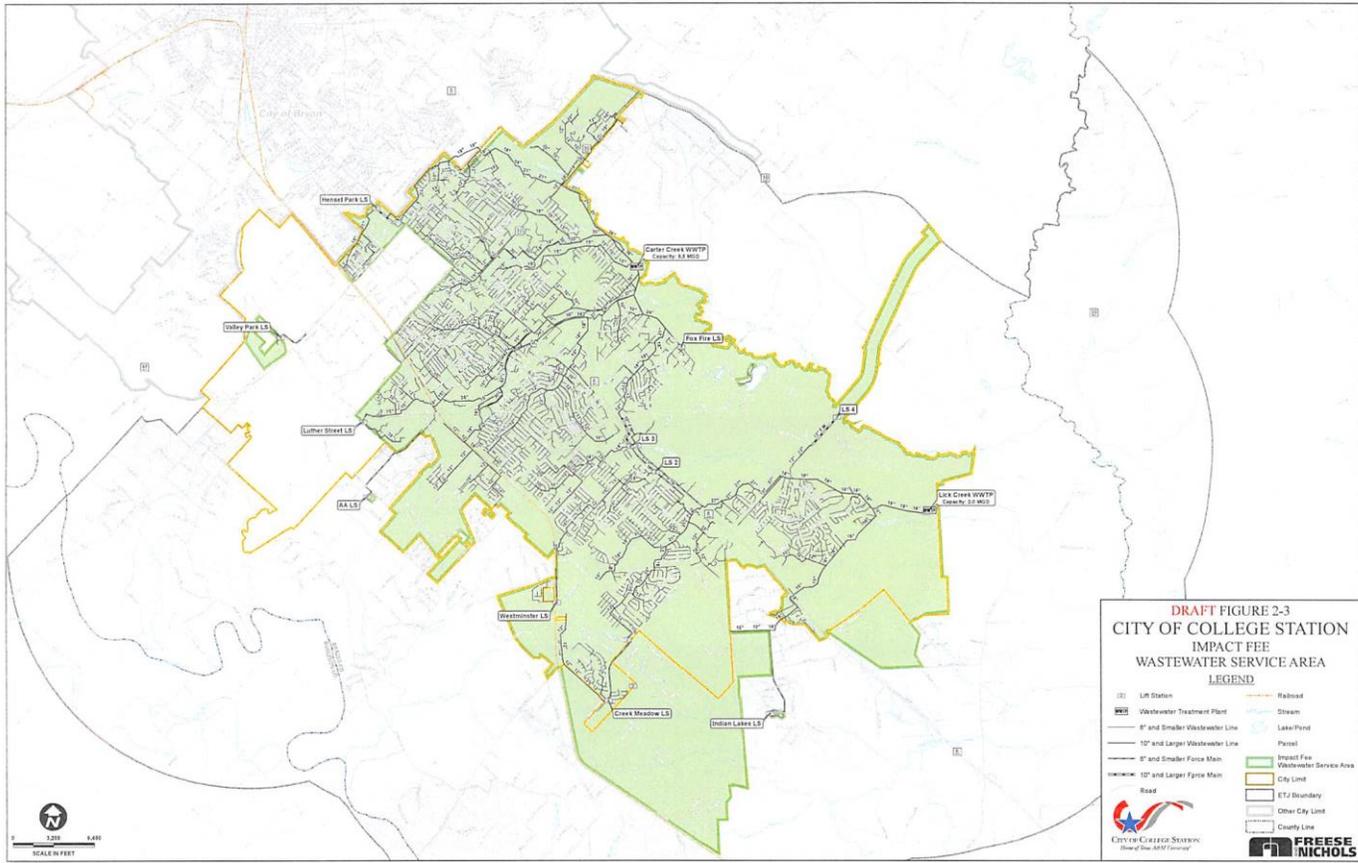


EXHIBIT K: LAND USE ASSUMPTION FOR SYSTEM-WIDE WASTEWATER COLLECTION & TREATMENT SERVICES

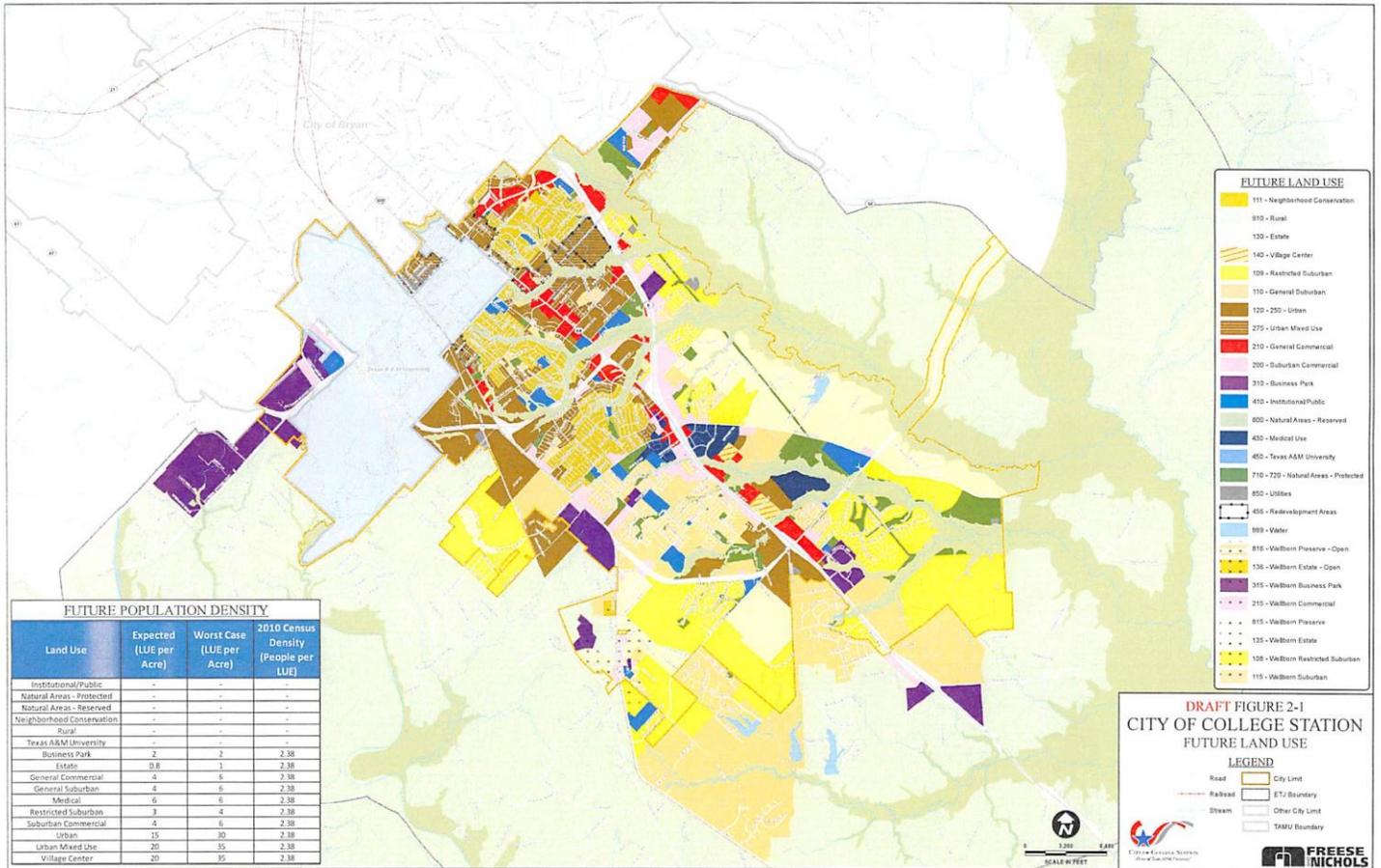


EXHIBIT L-1: CAPITAL IMPROVEMENTS PLAN FOR SYSTEM-WIDE WASTEWATER COLLECTION & TREATMENT SERVICES

Table 3-4: Proposed Wastewater System Impact Fee Eligible Capital Projects

No.	Description of Project	Capital Cost
EXISTING		
A	Bee Creek Interceptor Phase 1	\$3,600,939
B	Royder/Live Oak Sewer Service	\$1,691,256
C	2016 Impact Fee Study	\$50,000
Existing Project Sub-total		\$5,342,195
PROPOSED		
1	54/60-inch Bee Creek Interceptor Phase 2	\$7,060,400
2	42/48-inch Bee Creek Interceptor Phase 3	\$5,511,400
3	54-inch Lick Creek Interceptor Phase 1	\$2,756,600
4	54-inch Lick Creek Interceptor Phase 2	\$8,739,500
5	Expand Lick Creek WWTP Capacity to 5 MGD	\$29,949,000
6	42/48-inch Medical District Interceptor Phase 1	\$9,319,500
7	4 MGD Diversion Lift Station and 24-inch Force Main	\$12,024,500
8	42-inch Northeast Interceptor Phase 1	\$3,501,600
9	48-inch Northeast Interceptor Phase 2	\$2,577,900
10	36-inch Northeast Interceptor Phase 3	\$5,587,400
11	24/30-inch Northeast Interceptor Phase 4	\$3,427,700
12	30/36-inch Southwood Valley Interceptor Phase 1	\$3,286,400
13	15/18/24-inch Southwood Valley Interceptor Phase 2	\$1,961,400
14	Hensel Park Lift Station Expansion to 6 MGD	\$4,682,500
15	Expand Lick Creek WWTP Capacity to 8 MGD	\$24,717,000
16	Diversion Lift Station Expansion to 10 MGD	\$2,496,000
17	24/27-inch Alum Creek Interceptor	\$9,018,800
18	3 MGD Peach Creek Lift Station and 16-inch Force Main	\$4,165,200
19	12/21/24-inch Royder Road Interceptor	\$4,086,500
20	18/21/24-inch Medical District Interceptor Phase 2	\$3,456,900
Proposed Project Sub-total		\$148,326,200
Total Capital Improvements Cost		\$153,668,395

EXHIBIT L-2 MAP OF CAPITAL IMPROVEMENTS PLAN FOR SYSTEM-WIDE WASTEWATER COLLECTION & TREATMENT SERVICES

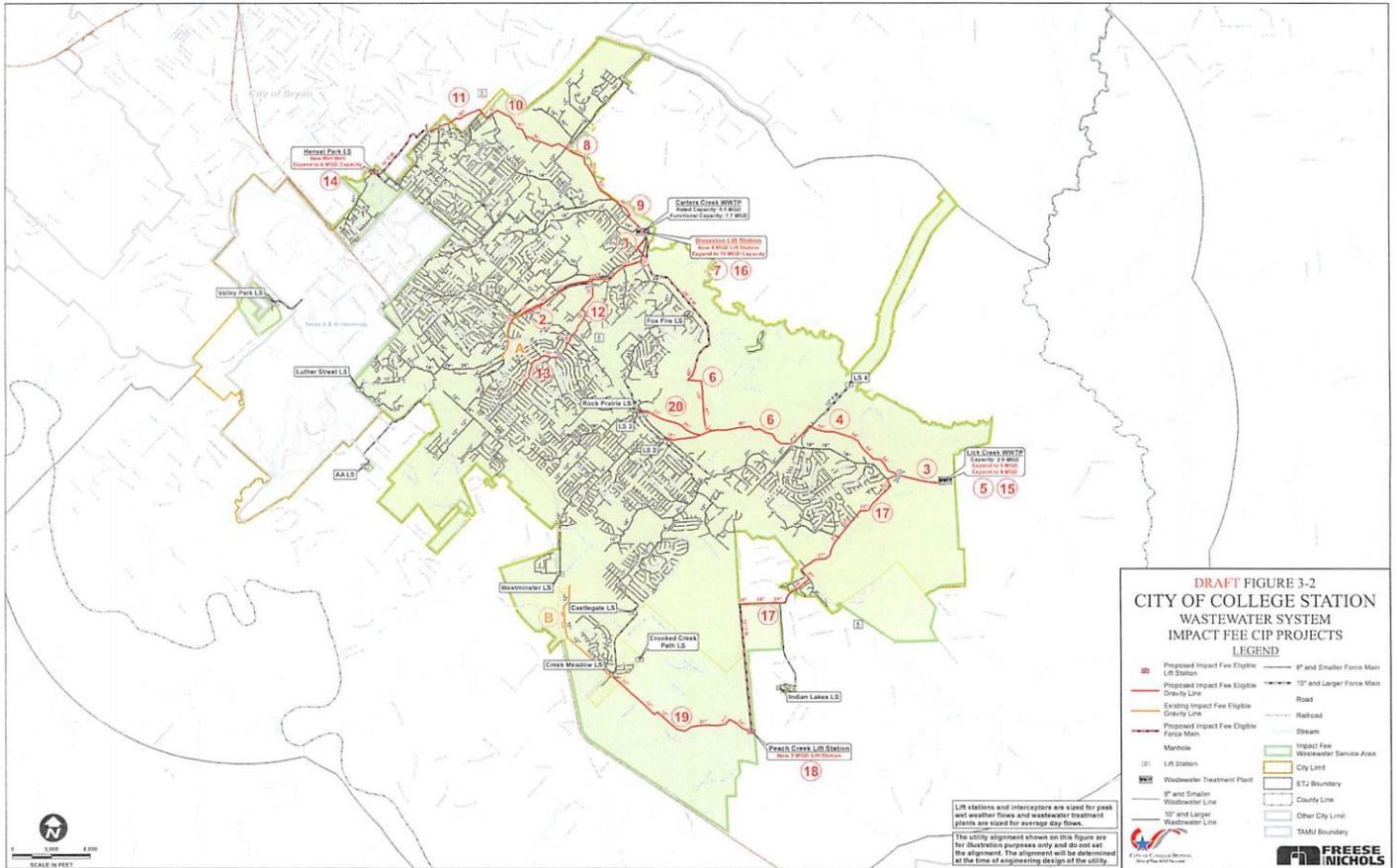


EXHIBIT M: MAXIMUM IMPACT FEE PER SERVICE UNIT FOR WASTEWATER COLLECTION & TREATMENT SERVICES

Table 4-5: Wastewater Impact Fee Calculation

Wastewater Impact Fee	
Total Eligible Capital Improvement Costs	\$60,666,267
Total Eligible Financing Costs	\$11,619,219
Total Eligible Impact Fee Costs	\$72,285,486
Growth in Service Units (LUEs)	12,058
Maximum Wastewater Impact Fee per Service Unit⁽¹⁾	\$5,995
Impact Fee Rate Credit per Service Unit	-\$476
Maximum Allowable Wastewater Impact Fee⁽²⁾	\$5,519

(1) Total Eligible Costs divided by the Growth in Service Units (LUEs).

(2) Maximum Allowable Wastewater Impact Fee is Maximum Wastewater Impact Fee minus the Impact Fee Credit per Service Unit.

EXHIBIT N: IMPACT FEE IMPOSED PER SERVICE UNIT FOR SYSTEM-WIDE WASTEWATER COLLECTION & TREATMENT SERVICES

Water Meter Size	Wastewater Impact Fee – per meter Eff. 1 Dec 2016	Wastewater Impact Fee – per meter Eff. 1 Dec 2017
5/8”	\$1,500	\$3,000
1”	\$2,550	\$5,100
1-1/2”	\$8,025	\$16,050
2”	\$8,025	\$16,050
3”	\$20,025	\$40,050
4”	\$39,975	\$79,950
6”	\$80,025	\$160,050
8”	\$135,000	\$270,000
10”	\$200,025	\$400,050

15-8 System-Wide Roadway Impact Fees. (reserved)**ARTICLE III. ADMINISTRATION AND ENFORCEMENT.****Section 15-9. Appeal.**

- A.** The property owner or applicant for new development may appeal the following decisions to the Director of Planning and Development Services, or his/her designee:
- (1) The applicability of an impact fee to the development;
 - (2) The value of the impact fee due;
 - (3) The availability or the value of an offset or credit;
 - (4) The application of an offset or credit against an impact fee due; and/or
 - (5) The amount of the refund due, if any.
- B.** All appeals shall be taken within 30 days of notice of the action from which the appeal is taken.
- C.** The burden of proof shall be on the appellant to demonstrate that the value of the fee or the value of the offset or credit was not calculated according to the applicable impact fee schedule or the guidelines established for determining offsets and credits.
- D.** The appellant may appeal the decision of the Director of Planning and Development Services to the Council. A notice of appeal to the Council must be filed by the applicant with the City Secretary within 30 days following the Director's decision. If the notice of appeal is accompanied by a bond or other sufficient surety satisfactory to the City Attorney in an amount equal to the Director's determination of the impact fee due, the development application, utility application, subdivision plat, building permit or other required City permit or authorization for development may be processed and issued while the appeal is pending."