

ACTION FORM BRYAN CITY COUNCIL

DATE OF COUNCIL MEETING: August 25, 2015		DATE SUBMITTED: August 4, 2015	
DEPARTMENT OF ORIGIN: Public Works - Engineering		SUBMITTED BY: Paul Kaspar	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	STRATEGIC INITIATIVE:
<input type="checkbox"/> BCD	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1ST READING	<input checked="" type="checkbox"/> PUBLIC SAFETY
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2ND READING	<input checked="" type="checkbox"/> SERVICE
<input checked="" type="checkbox"/> REGULAR	<input checked="" type="checkbox"/> STATUTORY		<input type="checkbox"/> ECONOMIC DEVELOP.
<input type="checkbox"/> WORKSHOP	<input type="checkbox"/> REGULAR		<input checked="" type="checkbox"/> INFRASTRUCTURE
			<input type="checkbox"/> QUALITY OF LIFE
AGENDA ITEM DESCRIPTION: Consider authorizing the Mayor to execute an Interlocal Agreement (ILA) with Brazos County, Texas to cost participate in the construction of waterline improvements associated with the proposed Brazos County Fleet Maintenance Facility, for the not to exceed amount of \$29,516.00, to improve waterline infrastructure and provide increased fire protection in the area.			
SUMMARY STATEMENT: The Brazos County Fleet Maintenance Facility included the construction of approximately 170 feet of 6 inch diameter waterline and a fire hydrant to provide water service and required fire flow for the proposed facility. The facility is located on Louis Street at the Brazos County complex located on State Highway 21 West. The existing development along Louis Street (residential and commercial) is served by an aging 2 inch diameter waterline running over 700 feet along Louis Street. Therefore, the opportunity to partner with Brazos County to extend the water line beyond the required length to serve the proposed facility to improve the water infrastructure and provide increased fire protection in the area motivates the City to cost participate in the waterline construction. The ILA also requires Brazos County to convey a water and sewer easement along State Highway 21 that will be used for future improvements.			
The total cost of the Public Infrastructure for this project, based on the bid provided by the contractor as awarded by the contract from Brazos County, is \$45,825.00. Brazos County is requesting the City to participate in the reimbursement of the actual construction costs to extend the 6 inch diameter waterline in an amount not to exceed \$29,516.00. The City's actual payment will be \$29,516.00 or the documented hard construction costs associated with the project, whichever is less. City staff requested Brazos County to include this additional waterline in their construction contract.			



Location map showing proposed layout of waterline.

STAFF ANALYSIS AND RECOMMENDATION: Staff recommends the City Council authorize the Mayor to execute an Interlocal Agreement (ILA) in order to cost share in the construction of waterline improvements for the Brazos County Fleet Maintenance Facility, for the not to exceed amount of \$29,516.00, to improve water infrastructure and provide increased fire protection in the area. The opportunity to partner with Brazos County to extend the waterline motivates the City to cost participate in the waterline construction.

OPTIONS (In Suggested Order of Staff Preference):

1. Authorize the Mayor to execute the agreement
2. Do not authorize the Mayor to execute the agreement

ATTACHMENTS:

1. Request for cost participation from Brazos County (pdf document)
2. Interlocal Agreement

FUNDING SOURCE: Water Operating Funds – Fund 510

APPROVALS: Jayson E. Barfknecht 08/05/15; Hugh R. Walker, 08/08/2015

APPROVED FOR SUBMITTAL:

APPROVED FOR SUBMITTAL: CITY ATTORNEY Janis K. Hampton, 08/16/2015

STATE OF TEXAS §

COUNTY OF BRAZOS §

**INTERLOCAL AGREEMENT BETWEEN
BRAZOS COUNTY AND
THE CITY OF BRYAN
FLEET MAINTENANCE BUILDING WATERLINE**

THIS INTERLOCAL AGREEMENT (“Agreement”) is hereby made and entered into this _____ day of _____, 2015, by and between the CITY OF BRYAN, TEXAS, a home rule municipal corporation (“Bryan”) and BRAZOS COUNTY, TEXAS (“County”), each acting by and through its duly authorized agents;

WHEREAS, the respective participating governments (the “Parties”) are authorized by the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to enter into a joint agreement for the performance of governmental functions; and

WHEREAS, the County is in the process of constructing a new Fleet Maintenance Facility located on Louis Street which will require the extension of a water line from SH 21; and

WHEREAS, Bryan has requested that the waterline be extended an additional 612 feet so that the system will form a loop, and is willing to pay the cost of such oversizing; and

WHEREAS, the County is willing to construct the additional waterline in exchange for Bryan’s promise to reimburse the County in accordance with the terms of this Agreement;

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

I. Construction

A. The waterline must be constructed up to City of Bryan standards and is subject to approval and acceptance by the City Engineer.

B. County is responsible for compliance with bonding, procurement, and public bidding laws, ordinances, and policies. County is further responsible for obtaining permission from the Texas Department of Transportation, if necessary, for construction within State right of way. Bryan shall have no responsibility for the bidding, awarding, direction, or supervision of the work.

C. This contract is anticipated to involve approximately \$45,825.00 in construction costs, as shown in the breakdown attached to this Agreement as **Exhibit A**, which is incorporated herein for all purposes. Bryan’s share is anticipated to be \$29,516.00.

D. If the County determines that a change order is necessary which would increase Bryan’s share, Bryan shall not be responsible for any such increase unless the City Manager shall have approved of such change order in advance. The change order may not increase Bryan’s share by more than 25% of the original amount.

E. Insurance. The County will require its contractor and subcontractors to carry insurance that meet the following requirements. Bryan must be provided with certificates of insurance from a reputable

insurance company with an A.M. Best rating of "A", licensed to write insurance in the State of Texas, naming Bryan as an additional insured on the following policies:

1. Statutory Workers Compensation and Employer's Liability Insurance in the amount of \$500,000. Waiver of subrogation in favor of Bryan is required. This requirement may be waived with satisfactory evidence that the contractor/subcontractor has no employees.
2. Commercial General Liability Insurance with a \$1,000,000 combined single limit, per occurrence. The policy shall be on a standard occurrence form, shall include coverage for acts of independent contractors, and waiver of subrogation in favor of Bryan is required.
3. Automobile Public Liability Insurance with a \$1,000,000 combined single limit on all vehicles used pursuant to this contract, including coverage for owned, non-owned, and hired vehicles. This coverage requirement may be satisfied by way of endorsement to the CGL policy or a separate policy.

II. Easement

As a condition for reimbursement of the costs set forth above, the County agrees to convey to Bryan a twenty-foot (20') wide water and wastewater easement over, across, and under the property described in **Exhibit B**, which is incorporated herein for all purposes.

III. Reimbursement

Following acceptance of the water line by Bryan's City Engineer and conveyance of the water and wastewater easement described in Exhibit B, the County shall submit a request for reimbursement in writing, along with invoices, receipts, or other documentation necessary to document the Cost of Bryan's share. Bryan shall pay the County within thirty (30) days following receipt of such request.

IV. Term and Termination

This Agreement shall be in force for a term of one (1) year following execution by both parties, which shall be deemed to be the later date approval was authorized by both governing bodies.

This Agreement may be terminated by either party in the event of a breach, provided that the breaching party is given written notice and sixty (60) days to cure such breach. If the breaching party fails to cure such breach within the allotted time, the non-breaching party may send notice of termination, effective immediately upon receipt.

V. Miscellaneous

A. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such deleted provision, there shall be added as part of this Agreement a provision that is legal, valid and enforceable and that is as similar as possible in terms and substance as possible to the deleted provision.

B. Texas law to apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas and the obligations of the parties created hereunder are performable by the parties in

the City of Bryan, Texas. Venue for any litigation arising under this Agreement shall be in a court of appropriate jurisdiction in Brazos County, Texas.

C. Sole Agreement. This Agreement constitutes the sole and only Agreement of the Parties hereto respecting the subject matter covered by this Agreement, and supersedes any prior understandings or written or oral agreements between the parties.

D. Amendments. Except as otherwise provided herein, no amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.

E. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any and all other legal remedies. Said rights and remedies are provided in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

F. No Waiver. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

G. Incorporation of Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

H. Incorporation of Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

I. Headings. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs.

J. Duplicate Originals. The parties may execute this Agreement in duplicate originals, each of equal dignity. If the parties sign this Agreement on different dates, the later date shall be the effective date of this Agreement for all purposes.

K. Gender and Number. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice versa, unless the context requires otherwise

Executed to be effective the date the agreement is executed by both parties.

City of Bryan

Brazos County

Jason P. Bienski, Mayor

Duane Peters, County Judge

Date: _____

Date: _____

ATTEST:

ATTEST:

Mary Lynne Stratta, City Secretary

Karen McQueen, County Clerk

APPROVED AS TO FORM:

Janis K. Hampton, City Attorney

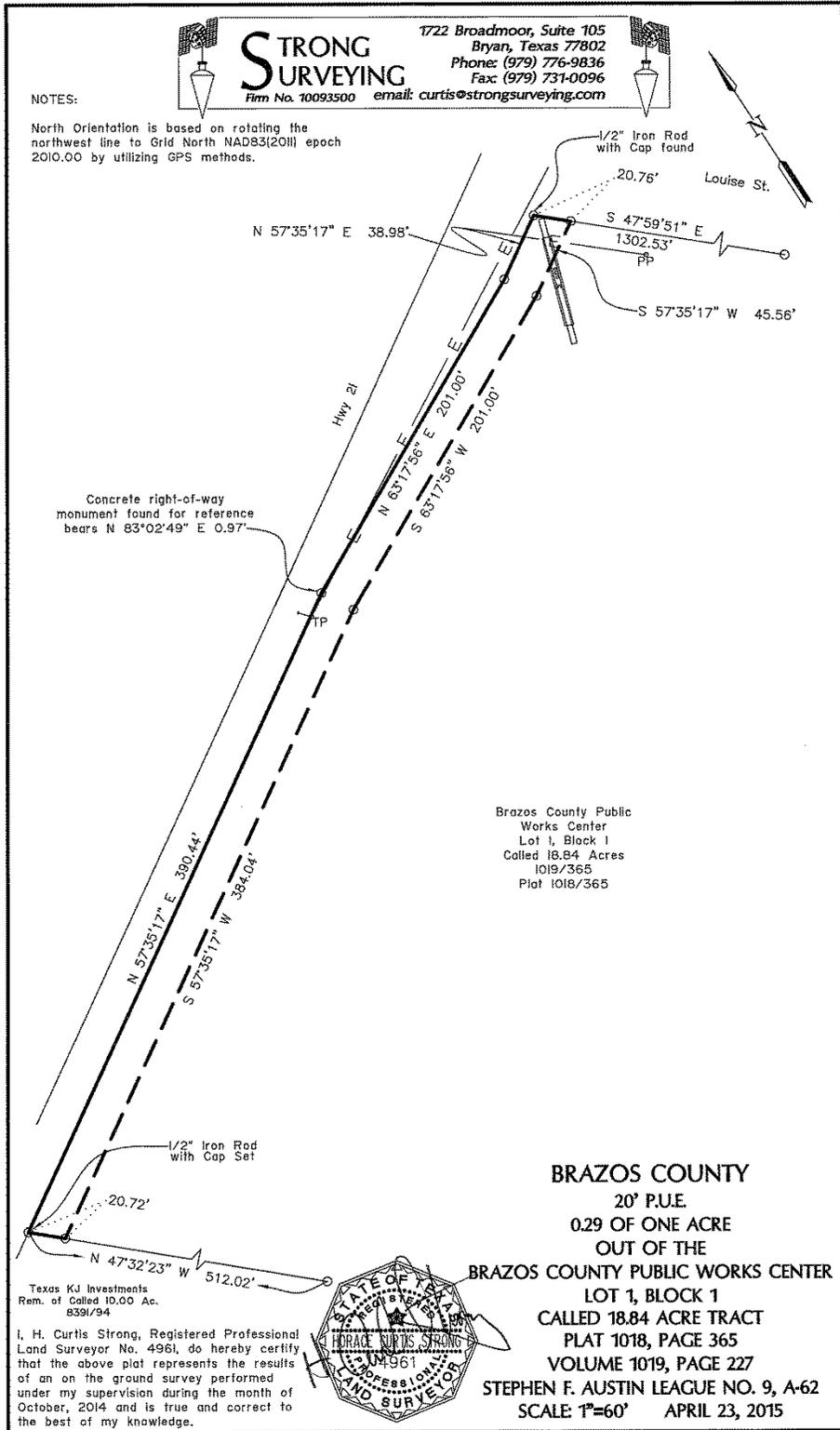
Exhibit A – Cost sharing breakdown

Exhibit A
Brazos County Fleet Maintenance Building
Waterline Cost Sharing Breakdown

Item #	Reqd for Site	Reqd by W.D.	Total Quant.	Units	Desc.	Unit Price	Brazos County Costs	CoB Water Services Cost
1	168	612	780	L.F.	6" PVC Water Line	\$38.00	\$6,384.00	\$23,256.00
2	1	0	1	Ea.	Fire Hydrant Assembly	\$3,885.00	\$3,885.00	\$0.00
3	1	0	1	Ea.	6"x6" M.J. Cut In Tee	\$1,195.00	\$1,195.00	\$0.00
4	2	2	4	Ea.	6" Valves	\$950.00	\$1,900.00	\$1,900.00
5	1	0	1	Ea.	6"x22.5 Bend	\$325.00	\$325.00	\$0.00
6	0	2	2	Ea.	6"x90 Bend	\$350.00	\$0.00	\$700.00
7	2	0	2	Ea.	1.5" Water Meter	\$1,310.00	\$2,620.00	\$0.00
8	0	3	3	Ea.	Reconnect Ex. Meter (labor only)	\$620.00	\$0.00	\$1,860.00
9	0	20	20	L.F.	Open Cut Roadway	\$90.00	\$0.00	\$1,800.00
Estimate Construction Cost							\$16,309.00	\$29,516.00

19 July 15
F1443

Exhibit B – Easement



**BRAZOS COUNTY
20' P.U.E.
0.29 OF ONE ACRE
OUT OF THE
BRAZOS PUBLIC WORKS CENTER
LOT 1, BLOCK 1
CALLED 18.84 ACRE TRACT
PLAT 1018, PAGE 365
VOLUME 1019, PAGE 227
STEPHEN F. AUSTIN LEAGUE NO. 9, A-62
APRIL 23, 2015**

All that certain lot, tract or parcel of land being 0.29 of one acre situated in the STEPHEN F. AUSTIN LEAGUE NO. 9, ABSTRACT NO. 62, Brazos County, Texas, and being a part of that certain Called 18.84 acre tract, being Lot 1, Block 1 of the Brazos County Public Works Center subdivision as described in plat of record in Volume 1018, Page 227, Official Records of Brazos County Texas, same being described in deed from Geo International Corporation, a Delaware Corporation, to Brazos County, Texas of record in Volume 1019, Page 227 Official Records of Brazos County, Texas, said 0.29 of one acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron Rod with Cap found for the most northerly corner, said corner being the most northerly corner of said Called 18.84 acre tract, said corner also being located in the southeasterly right-of-way line of Highway 21, said corner also being located in the southwesterly right-of-way line of Louis Street;

THENCE S 47 ° 59 ' 51 " E, along a northeasterly line of said Called 18.84 acre tract and the southwesterly right-of-way line of Louis Street a distance of 20.76 feet to a point for the most easterly corner;

THENCE S 57 ° 35 ' 17 " W, across said Called 18.84 acre tract a distance of 45.56 feet to a point for angle point;

THENCE S 63 ° 17 ' 56 " W, continuing across said Called 18.84 acre tract a distance of 201.00 feet to a point for angle point;

THENCE S 57 ° 35 ' 17 " W, continuing across said Called 18.84 acre tract a distance of 384.04 feet to a point for the most southerly corner, said corner being located in a southwesterly line of said Called 18.84 acre tract, said corner also being located in the northeasterly line of the Texas KJ Investments Remainder of Called 10.00 acre tract as described in Volume 8391, Page 94;

THENCE N 47 ° 32 ' 23 " W, along a southwesterly line of said Called 18.84 acre tract and the northeasterly line of said Remainder of Called 10.00 acre tract a distance of 20.72 feet to a 1/2" Iron Rod with Cap found for the most westerly corner, said corner being a westerly corner of said Called 18.84 acre tract, said corner also being the most northerly corner of said Remainder of Called 10.00 acre tract, said corner also being located in the southeasterly right-of-way line of Highway 21;

THENCE N 57 ° 35 ' 17 " E, along a northwesterly line of said Called 18.84 acre tract and the southeasterly right-of-way line of Highway 21 a distance of 390.44 feet to a point for an exterior corner, a Concrete right-of-way Monument found for reference bears N 83°02'49" E a distance of 0.97 feet;

THENCE N 63 ° 17 ' 56 " E, continuing along a northwesterly line of said Called 18.84 acre tract and the southeasterly right-of-way line of Highway 21 a distance of 201.00 feet to a 1/2" Iron Rod with Cap found for an exterior corner;

THENCE N 57 ° 35 ' 17 " E, continuing along a northwesterly line of said Called 18.84 acre tract and the southeasterly right-of-way line of Highway 21 a distance of 38.98 feet TO THE PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.29 OF ONE ACRE OF LAND MORE OR LESS, according to a survey performed on the ground during the month of October, 2014 under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961 and working under Firm No. 10093500. North Orientation is based on rotating the northwest line to grid north, NAD83(2011) epoch 2010.00 Texas State Plane, Central Zone as derived by GPS observations. For other information see accompanying plat.

