



Mayor
 Ron Silvia
Mayor Pro Tempore
 John Happ
City Manager
 Glenn Brown

Council Members
 Ben White
 Ron Gay
 Lynn McIlhenny
 Chris Scotti
 David Ruesink

Agenda
College Station City Council
Workshop Meeting
Thursday, July 27, 2006 3:00 PM
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

1. Presentation, possible action, and discussion on items listed on the consent agenda.
2. Presentation, possible action, and discussion regarding Senior Center Project Update.
3. Presentation, possible action, and discussion on a City Council Update for Overall Policies and Guidelines for Economic Development.
4. Presentation, possible action, and discussion on an update of the Outside Agency Funding Review process for the Cities of College Station and Bryan.
5. Presentation, possible action, and discussion on future agenda items: A Council Member 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.

6. Council Calendars

July 27	Council Workshop and Regular Meeting – 3:00 p.m. and 7:00 p.m.
July 29	Hispanic Forum Awards & Scholarship Gala – Hilton – 6:00 p.m.
Aug. 1	National Night Out – 5:00 p.m.
Aug. 3	Regional Economic Opportunity Forum Luncheon – 11:30 a.m. – Reed Arena
Aug. 3	Reception for Economic Development Candidates – 5:30 p.m. College Station Conference Center
Aug. 4	New Employees Luncheon (CSISD) – Pebble Creek 11:45 a.m.

Aug. 7	Council Workshop and Regular Meeting – 3:00 p.m. and 7:00 p.m.
Aug. 8 - 11	9 th Annual Transportation Summit – Irving, Tx
Aug. 14	Special Meeting of City Council – Budget – 3:00 p.m.
Aug. 15	Transportation Committee Meeting – 4:30 p.m. – Admin Conference Room – City Hall
Aug. 21	Intergovernmental Committee Meeting – Noon – Convention and Visitors Bureau
Aug. 22	Special Meeting of City Council – Budget – 3:00 p.m.
Aug. 23	Special Meeting of City Council – Budget – 3:00 p.m.
Aug. 24	Council Workshop and Regular Meeting – 3:00 p.m. and 7:00 p.m.
Aug. 25 – 26	Newly Elected Officials Orientation – Dallas, TX
Aug. 31	Special Meeting of City Council – Budget – 3:00 p.m.

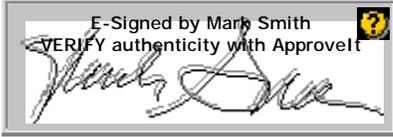
7. Discussion, review and possible action regarding the following meetings: Brazos County Health Dept., Brazos Animal Shelter, Brazos Valley Council of Governments, Cemetery Committee, City Center, CSISD/City Joint Meeting, Design Review Board, Façade Improvement Program Advisory Committee, Fraternal Partnership, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee and School District, Joint Relief Funding Review Committee, Library Committee, Making Cities Livable Conference, Metropolitan Planning Organization, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Sister City Association, TAMU Student Senate, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Transportation Committee, Wolf Pen Creek Oversight Committee, Wolf Pen Creek TIF Board, Zoning Board of Adjustments, (see attached posted notices for subject matters).
8. Executive Session will immediately follow the workshop meeting in the Administrative Conference Room.

Consultation with Attorney {Gov't Code Section 551.071}; possible action The City Council may seek advice from its attorney regarding a pending and contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. TCEQ Docket No. 2002-1147-UCR, Applications of Brushy Water Supply and College Station (Westside/Highway 60)
- b. TCEQ Docket No. 2003-0544MWD, Application of Nantucket, Ltd.
- c. TXU Lone Star Gas Rate Request.
- d. Cause No. 03-002098-CV-85, *Brazos County, College Station v. Wellborn Special Utility*

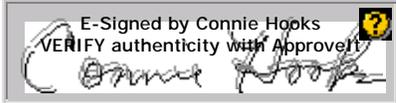
- District*
 - e. Civil Action No. H-04-4558, U.S. District Court, Southern District of Texas, Houston Division, *College Station v. U.S. Dept. of Agriculture, etc., and Wellborn Special Utility District*
 - f. Civil Action No. H-04-3876, U.S. District Court, Southern District of Texas, Houston Division, *JK Development v. College Station*
 - g. GUD No. 9530 – Gas Cost Prudence Review, Atmos Energy Corporation
 - h. GUD No. 9560 – Gas Reliability Infrastructure Program (GRIP) rate increases, Atmos Energy Corporation
 - i. Cause No. GN-502012, Travis County, *TMPA v. PUC* (College Station filed Intervention 7/6/05)
 - j. Cause No. 06-000703-CV-85, Patricia Moore, et al. v. Ross Stores, Inc., City of College Station, et al.
 - k. Possible settlement of water CCN with Wellborn
 - l. Possible settlement of sewer CCN issue
 - m. Weingarten Realty Zone Change
9. Final Action on executive session, if necessary.
10. Adjourn.

APPROVED:



City Manager

Notice is hereby given that a Workshop Meeting of the City Council of the City of College Station, Texas will be held on the July 27, 2006 at 3:00 p.m. at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda
 Posted this 24th day of July, 2006 at 2:00 p.m.



City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City’s website, www.cstx.gov . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on July 24, 2006 at 2:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

This public notice was removed from the official board at the College Station City Hall on the following date and time: _____ by

_____.

Dated this ____ day of _____, 2006.

CITY OF COLLEGE STATION, TEXAS

By _____

Subscribed and sworn to before me on this the ____ day of _____,

_____ Notary Public – Brazos County, Texas

My commission expires: _____

This building is wheelchair accessible. Handicap parking spaces are available. Any request for sign interpretive service must be made 48 hours before the meeting. To make arrangements call (979) 764-3517 or (TDD) 1-800-735-2989. Agendas may be viewed on www.cstx.gov. Council meetings are broadcast live on Cable Access Channel 19.

Agenda
College Station City Council
Regular Meeting
Thursday, July 27, 2006 at 7:00 p.m.
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

11. Pledge of Allegiance, Invocation, Consider absence requests

Hear Visitors: Any 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 6:45 p.m. Please limit remarks to three minutes. A timer alarm will sound after 2 1/2 minutes to signal that you have thirty seconds remaining so that you may 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.

Consent Agenda

Individuals who wish to address the City Council on a consent or 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. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will please state their name and address for the record and provided three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining so that the speaker may conclude your remarks.

Vision Statement I - Core Services – Professionals providing world-class customer focused services at a competitive cost through innovation and planning.

- 12.1 Presentation, possible action, and discussion to approve six (6) Pipeline Crossing Agreements for the Wellborn Road Utilities Relocation Project. The permits are required to bore under the railroad property to install water distribution lines.
- 12.2 Presentation, possible action, and discussion on a Standard Utility Agreement with the Texas Department of Transportation (TxDOT) covering relocation and cost reimbursement issues for the relocation of utilities along Wellborn Road.
- 12.3 Presentation, possible action, and discussion requesting approval of an Interlocal Agreement with the City of Bryan, to transfer funds in the amount of \$60,051 so that Bryan can execute a contract change order for construction of a water distribution system casing at the Beck Street extension along highway 2818.

- 12.4 Presentation, possible action, and discussion for the approval of an exception to Policy to allow Oakland Ridge Partners to construct sewer infrastructure necessary to connect the Oakland Ridge homes to the City sewer system.
- 12.5 Presentation, possible action, and discussion regarding the adoption of a resolution approving contract # 06-242 to Quality Tower Service totaling \$59,250.00 for the installation of communications towers in College Station's well field.
- 12.6 Presentation, possible action, and discussion regarding approval of Change Order #1 for Contract # 05-236, Phone System Replacement (Project CO 0400), with eLinear Solutions Inc. for a reduction in the amount of \$28,974.52.
- 12.7 Presentation, possible action, and discussion regarding approval of a contract for the purchase of Click2Gov Building Permits module Software License and Services Agreement with Sungard HTE for an amount not to exceed \$9,090.
- 12.8 Presentation, possible action, and discussion regarding Change Order No. 2 to the professional services contract (Contract No. 00-107) with LJA Engineering & Surveying, Inc. in the amount of \$24,135.94 for additional engineering and environmental services necessary to complete the design and obtain a US Army Corps of Engineers permit for the design of drainage and channel improvements to Bee Creek Tributary "A".
- 12.9 Presentation, possible action, and discussion on the award of Bid #06-118 for the purchase of Traffic Signal poles and mast arms, in the amount of \$88,744.00. These poles and mast arms will be installed at intersections of Harvey Mitchell Parkway at Holleman and Luther Street.
- 12.10 Presentation, possible action, and discussion on approving a resolution awarding Contract #06-257, a construction contract with Acklam Construction, in the amount of \$104,799.30 for installation of an 8' sidewalk on the north side of University Drive between Texas Avenue and College Avenue.
- 12.11 Presentation, possible action, and discussion approving a resolution granting a construction contract with Elliott Construction, Ltd. in the amount of \$2,824,678.32 for construction related to the relocation of a water transmission main.
- 12.12 Presentation, possible action, and discussion approving an ordinance changing the name of a portion of Arrington Road, located approximately 400 feet west of State Highway 6, to Old Arrington Road.

Vision Statement III – Planning and Development – Professionals who plan and develop a sustainable community balancing neighborhood and community interests.

- 12.13 Presentation, possible action and discussion approving a resolution authorizing banners for the College Station Medical Center in recognition of their 75th anniversary.

Vision Statement II – Parks and Leisure Services – Professionals providing a wide range of leisure, recreational, educational, and cultural opportunities.

- 12.14 Presentation, possible action, and discussion regarding a recommendation to name a walking path at the Brazos Valley Veterans Memorial in honor of Louis Lynn Stuart.
- 12.15 Presentation, possible action, and discussion awarding a design contract (Contract No. 06-185) with Brown Reynolds Watford Architects, in the amount of \$75,500.00, for the conceptual design of a Senior Citizens Center and funding will be transferred from the General Fund Contingency account.

Vision Statement I - Core Services – Professionals providing world-class customer focused services at a competitive cost through innovation and planning.

- 12.16 Presentation, possible action, and discussion regarding approval of a Resolution authorizing the City to pursue condemnation for a utility easement on property located near the intersection of State Highway 2818 and State Highway 21 in Brazos County for construction of a water transmission pipeline necessary for the Parallel Water Transmission Line Project.

Regular Agenda

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. The Mayor will recognize you 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 after 2 1/2 minutes to signal thirty seconds remaining so that the speaker may conclude your remarks.

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 after 2 1/2 minutes to signal thirty seconds remaining so that the speaker may conclude your 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.

Vision Statement III – Planning and Development – Professionals who plan and develop a sustainable community balancing neighborhood and community interests.

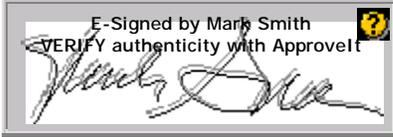
- 13.1 Public hearing, presentation, possible action, and discussion on an ordinance rezoning 3.16 acres located at 1005 Earl Rudder Freeway South from C-2 (Commercial Industrial) to C-1 (General Commercial).
- 13.2 Public hearing, presentation, possible action, and discussion on an ordinance authorizing a Conditional Use Permit for a nightclub located at 700 University Drive East, Suite 101, generally located at the southeast corner of the University Drive East and Tarrow Street intersection.
- 13.3 Public hearing, presentation, possible action, and discussion on an ordinance rezoning 14.31 acres located at FM 2154 in the general vicinity of the intersection of Barron Road and SH 40, from A-O (Agricultural Open) to R-1 (Single Family Residential).

Vision Statement I - Core Services – Professionals providing world-class customer focused services at a competitive cost through innovation and planning.

- 13.4 Presentation, possible action, and discussion on the proposed 2006-2007 Strategic Plan.
- 13.5 Presentation, possible action, and discussion regarding the adoption of an ordinance requiring plan review and issuance of a permit before installation of Fire Extinguishing and Notification Systems.
- 13.6 Presentation, possible action, and discussion regarding the research and development of a proposed Bryan-College Station Youth Commission.
14. The City Council may convene the executive session following the regular meeting to discuss matters posted on the executive session agenda for July 27, 2006.
15. Final action on executive session, if necessary.
16. Adjourn.

If litigation issues arise to the posted subject matter of these Council Meetings an executive session will be held.

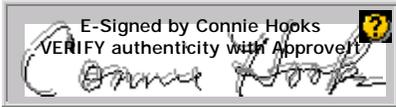
APPROVED:



City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, July 27, 2006 at 7:00 p.m. at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this the 24th day of July, 2006 at 2:00 p.m.



City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov. The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on July 24, 2006 at 2:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

This public notice was removed from the official posting board at the College Station City Hall on the following date and time: _____ by _____.

Dated this ____ day of _____, 2006.
By _____

Subscribed and sworn to before me on this the ____ day of _____, 2006.

Notary Public – Brazos County, Texas My commission expires: _____

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arrangements call (979) 764-3517 or (TDD) 1-800-735-2989. Agendas may be viewed on www.cstx.gov . Council meetings are broadcast live on Cable Access Channel 19.

**July 27, 2006
Workshop Agenda
Senior Center Project Update**

To: Glenn Brown, City Manager
From: Steve Beachy, Director of Parks and Recreation

Agenda Caption: Presentation, possible action, and discussion regarding Senior Center Project Update.

Recommendation(s): Provide direction to staff as required and approve a conceptual design contract that is included as a separate item on the consent agenda.

Summary: This project was initiated in 2000 as a Council Strategic Issue to increase the services for senior citizens in our community. At that time, a study was commissioned through the Eisenhower Leadership Program to examining senior programming and facilities in the community. That report brought to light the need for additional programming opportunities for seniors. It also recommended that the City start planning for a dedicated facility for these programs. The Exit Teen Center has been the home for senior programs for the last five years. However, participation now exceeds the capacity of that facility.

On July 28th, 2005 the Senior Advisory Committee requested permission from the City Council to seek support and input from the community for a future senior citizens center. The Senior Advisory Committee conducted two public meetings in September and six additional meetings with interested groups in October and November of that year.

With input received from these public meetings, the Senior Advisory Board developed a report that was presented to the City Council on December 15th, 2005. At that time the City Council directed staff to proceed with the development of a fiscal impact analysis for conceptual design for a Senior Citizens Center.

The topic was discussed again at the special Council retreats on February, 16, 2006 and July 29th & 30th, 2006. Discussion during both retreats supported the project and staff was directed to continue moving forward. A **Request for Proposals (RFQ)** was developed and released seeking qualified companies to submit proposals to develop a conceptual design.

Staff and a subcommittee from the Senior Advisory Committee reviewed and ranked these proposals and now recommend approval of an item on the consent agenda for a contract with Brown Reynolds Watford Architects for these conceptual design services.

This initial project is intended to develop a conceptual design including a proposed floor plan, site location, recommended materials along with the estimated construction costs for the facility. This information will provide a clearly defined scope for the new facility along with a budget estimate for the 2008 bond election.

Budget & Financial Summary: Funds for this project were not included in the FY06 budget. However, funds in the amount of \$75,500 are available and will be transferred from General Fund contingency. These funds are proposed to be appropriated from the General Fund through a contingency transfer and will be transferred to the General Government Capital Projects Fund as part of the of the budget amendment.

Attachments:

1. City Council Minutes December 15 2005



Mayor
 Ron Silvia
Mayor Pro Tempore
 John Happ
Interim City Manager
 Glenn Brown

Council Members
 Ben White
 Ron Gay
 Susan Lancaster
 Chris Scotti
 Nancy Berry

Minutes
College Station City Council
Workshop and Regular Meetings
Thursday, December 15, 2005 at 2:00 and 7:00 p.m.
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

COUNCIL MEMBERS PRESENT: Mayor Pro Tem Happ, Council members White, Gay, Lancaster, Scotti, Berry

COUNCIL MEMBER ABSENT: Mayor Silvia

STAFF PRESENT: Interim City Manager Brown, City Attorney Cargill Jr., City Secretary Hooks, Assistant City Secretary Casares

Mayor Pro Tem Happ called the meeting to order at 2:00 p.m.

Workshop Agenda Item No. 3 -- Presentation, possible action, and discussion regarding a follow up report from the Senior Advisory Committee concerning recommendations for a Senior Center.

Senior Service Coordinator Marci Rodgers remarked that on July 28, 2005 the Senior Advisory Committee requested permission from the City Council to seek support and input from the community for a future Senior Citizens Center. The Senior Advisory Committee conducted two public meetings in September and six additional meetings with interested groups in October and November. Information from the meetings was included in a report. The report recommended a facility between 15,000 and 22,000 square feet containing meeting rooms, kitchen, dining areas, exercise facilities, Educational Programs, transportation, health services, and walking space.

Dr. Robert Meyer described the recommendations for a senior center.

Joanne Yeager presented a brief history and study of a senior center.

Ray Reed defined the urgency of a senior center.

Joe LeCour illustrated the practical side of a senior center.

Council member Berry directed staff to move forward with a fiscal impact analysis for the design of the proposed senior center. Council member Lancaster seconded the motion, which carried unanimously, 6-0.

FOR: Happ, White, Gay, Lancaster, Scotti, Berry

AGAINST: None

ABSENT: Silvia

Council recessed for a short break at 3:16 p.m. and reconvened the workshop meeting at 3:30 p.m.

July 27, 2006
Workshop Agenda
City Council Update on Economic Development Policies and Guidelines

To: Glenn Brown, City Manager

From: Terry Childers, Acting Assistant City Manager

Agenda Caption: Presentation, discussion and possible action on a City Council Update for Overall Policies and Guidelines for Economic Development

Recommendation(s): Staff recommends Council discussion and affirmation of current economic development policies and guidelines.

Summary: The last City Council discussion and update of our Economic Development policies and guidelines was done on November 10, 2005. Current policies presented here for Council review are a compilation of council priorities, adopted Economic Development policy statements, and College Station Strategic Plan. Economic Development policies and guidelines have been agreed to by the City of College Station, the City of Bryan, Brazos County, and the Research Valley Partnership. Our Economic Development policies and guidelines provide direction to the Economic Development department and city administration in implementing council priorities for Economic Development.

Council review and affirmation of our current policies is particularly important as the City Manager prepares to interview and hire a new Economic Development Director.

Budgetary and Financial Summary: NA

Attachments:

1. Summary of Economic Development Policies and Guidelines

The City Council is being provided a status update of the City's Economic Development Policies for review and discuss in preparation of the City Manager beginning the interview process for a new Economic Development Director. The Council last reviewed and discussed our Economic Development policies in November 2005.

The City Council has established as its primary Economic Development policy objective to **promote a strong and diverse economic environment**. Specific policies and strategies have subsequently been developed in support of this overall policy objective. This status update identifies the existing policies and strategies for Council review and discussion.

Economic Development Department

The Economic Development Department has primary organizational responsibility to coordinate economic development activities undertaken by the City of College Station. The department is headed by the Economic Development Director and has two divisions – Economic Development and Community Development.

Council Priorities¹

The City Council has articulated its Economic Development policies through setting priorities and articulation of strategic issues. The City Manager and Economic Development Director focus and allocate city resources to address the priorities set be Council. The City Council set in 2005 six (6) strategic priorities. These priorities are the foundation of the City's economic development policies.

1. Promote development of strategic areas
2. Continue to strengthen and diversify the tax and job base by building a Knowledge based community with white collar jobs
3. Promote tourism
4. Promote revitalization and redevelopment and sales tax enhancement
5. Encourage and integrate City's economic development efforts with Research Valley Partnership
6. Develop a business friendly attitude

Partnership with other Economic Development Actors¹

The City Council set as policy through the College Station Strategic Plan that the Economic Development Department will partner with other community entities to promote a strong and diverse economic environment. The City has established a positive working relationship with the primary economic development actors in the region:

- Research Valley Partnership
- Texas A&M University
- Chamber of Commerce
- City of Bryan
- Convention and Visitors Bureau

¹ City of College Station Strategic Plan Update February 2005

² Economic Development Guidelines March 2005

The City is active in developing specific projects, coordinating policy, and supporting the overall policy objective to partner with other economic development actors in the community.

Economic Development Targets²

The City of College Station, City of Bryan, and Research Valley Partnership have established an industry target list. The College Station City Council approved the target industries list in March 2005 in conjunction with its approval of an amendment to Economic Development Guidelines.

- Biotechnology
- Customer support / Back office operation centers
- Corporate headquarters operations
- Distribution
- Information technology
- Manufacturing
- Recycling and products from recycled materials
- Value added to agriculture
- Technology transfer
- Research and Development Centers

Economic Development Incentives²

An important tool in the arsenal of the City to achieve the overall Council policy objective is the use of various economic development incentive programs to attract industry and to achieve critical Council priorities. The City operates under a standard set of incentives which have been jointly agreed upon by the City of College Station, City of Bryan, and Research Valley Partnership. The Incentives program is highlighted below:

Primary Community Incentives

- Tax Abatement
- Developed land
- Performance-based financial assistance (e.g. reimbursement/payment of permanent hard costs associated with relocation/expansion)
- Brokerage fees will be paid to a broker that successfully completes a deal located in College Station Business Center or Bryan Business Park or any publicly owned business parks in which free or reduced land is offered by the community. Fee limited to 5% of the value of the land.

Qualifying for Incentives

Policy requires a business to meet minimum qualifications to obtain incentives under established policy.

- **Community Incentives** includes all cash incentives available to existing businesses and businesses recruited from outside Brazos County. Each must qualify based on capital investment or gross payroll added in Brazos County and a time requirement. Criteria for Community Incentives:

¹ City of College Station Strategic Plan Update February 2005

² Economic Development Guidelines March 2005

- a. Create or retain primary jobs (jobs which produce 70% of the products or services which are ultimately exported to regional, statewide, national, or international markets).
 - b. Must meet one of the target industry list categories
- **Cash Incentives** provided from one funding entity
 - a. Brazos County Incentive Fund
 - b. Either Bryan or College Station
 - c. Brazos County
 - d. Either Bryan or College Station and Brazos County
 - Community incentives will not be offered to retail business except for those projects developed as mixed use projects in targeted areas (Northgate Redevelopment District, Texas Crossing, University Town Center).
 - **Other City Incentives**³

The City Council established parameters for Other Incentives permitted under the joint Economic Development Policies and Guidelines in a Council resolution dated July 22, 2004:

 - Public utility infrastructure installation or reimbursement
 - Public road and drainage infrastructure installation or reimbursement
 - Other public improvements (e.g. traffic signals, upgrade sidewalks, enhanced landscaping)
 - Waiver of municipal development fees and permits
 - One-stop expedited municipal permitting
 - Oversizing infrastructure
 - Other incentives tailored to specific needs available on a case by case basis
 - Tax abatement
 - Developed or raw land
 - Reimbursement for specified costs (e.g., demolition costs)
 - Public Improvement Districts, Municipal Management Districts, Tax Increment Reinvestment Zones, and other special districts
 - Qualifying thresholds required
 - **Economic and Fiscal Impact Statement**
 - Economic and Fiscal Impact Statement required for every applicant for Community Incentives
 - Community Payback period of 2 year or less unless approved by respective City Council

³ City Council Resolution July 22, 2004

Tax Increment Financing

The City has successfully established two (2) Tax Increment Finance Districts (TIF) as an economic development tool. The Wolf Pen Creek TIF and the recently established Northgate District TIF have been established to further Council policy of focusing on special areas in the city.

Strategies to Support Council Policy Direction

As an attachment to this report is a strategy summary for Council review.

Economic Development Funding

As an attachment to this report is the Economic Development Fund Summary for Council review.

Economic Development Vision Statement

We will promote a strong and diverse economic environment.

Strategy 1: We will promote the development of strategic areas.

★ **Promote commercial development in the Wolf Pen district (on-going)**

The Arctic Wolf Ice Arena construction on Holleman Drive is well underway. Foundation work was completed in December, and the 46,000 square foot metal building arrived on site December 23. Plans call for an April opening of the facility.

A concept plan for an Interactive Water Feature has been developed by Commercial Aquatic Engineering. Economic Development Staff is currently working with Public Works and Parks Department in an effort to find a suitable location for the feature and to allocate necessary resources from Tax Increment Financing revenues. Staff is also exploring recruitment opportunities for private restaurants and entertainment venues.

Staff is currently in the process of selecting a restaurant broker/consultant to analyze the feasibility of locating one or more restaurants in the WPC District.

Staff has assisted Grid Real Estate by providing demographic, planning, and other information for the development of a planned retail center at the Southwest corner of Dartmouth and Holleman.

★ **Promote development in Crescent Pointe through infrastructure development and rezoning (medium-term)**

Phases I and II infrastructure design are complete. The City has revised the Infrastructure Agreement with the Developer to outline cost participation by the Developer for Phase II infrastructure, landscaping, and entryways. Phase II construction will begin the first quarter of 2005.

A master plan for a PDD has been approved for the area. The Developer is currently preparing the documentation necessary for rezoning.

Development prospects include two office buildings, a restaurant, and one apartment complex, all of which are currently under negotiation to acquire land in this district. In addition, a 250,000 square foot corporate office building is under construction. Recruitment for this area continues and staff is working with the developer to finalize marketing materials. Covenants and restrictions for the district have been developed.

Strategy 2: We will continue to strengthen and diversify the tax and job base.

★ **Pursue engineering and development of a second class "A" business park for continued recruitment of technology companies (long-term)**

The development of Spring Creek Corporate Campus (SCCC) is well underway. The following items outline results to date and aspects of the project that are currently underway:

Master Planning: The master plan for SCCC is complete and integrates and accomplishes goals from several City sponsored plans including Greenways, Thoroughfare, and Bikeway plans.

Engineering: Mitchell and Morgan Engineers are currently under contract for engineering of the park including the entire Pebble Creek Parkway extension from Greens Prairie Road to SH 6, utilities, drainage, and pedestrian routes.

Construction: Phase I is anticipated to begin in the first quarter of 2006.

★ **Pursue updates of incentives guidelines (short-term)**

Commercial: Joint commercial guidelines were approved by the City Councils of both Bryan and College Station.

Industrial: Staff has met with the Research Valley Partnership regarding updating the industrial/technology incentive guidelines and is waiting on the RVP's review of the guidelines. The RVP has hired Carter and Burgess to provide consulting services on the revisions.

★ **Incorporate Research Valley Partnership branding (on-going)**

Branding Plan: City Council approved the Integration and Facilitation Plan of the “Research Valley” Brand. This plan involved the participation of multiple City Departments and outlines how the City can integrate the Research Valley Brand into various City marketing initiatives. To date, the “Research Valley” brand has been incorporated into the website, multiple publications, advertisements, City building entry doors, City fleet, and other marketing initiatives.

Signage: Economic Development staff is currently working with the Parks Department to update all signage in the business center to include “Research Valley”

★ **Enhance marketing mechanisms utilized to target site location consultants, real estate professionals, and business executives (short-term)**

Smart Sites: The “Smart Sites” database on the City’s website is a searchable real estate database. The database ties to GIS, allowing users to develop maps outlining items such as zoning, topography, aeriels, etc. The program also provides business and demographic statistics from a 1 to 30 mile radius around a selected location. The database is updated bi-monthly.

Cotton Bowl Ad: An “Invest in Aggieland” ad highlighting four developers and the projects that they were responsible for developing was placed in the Cotton Bowl program. The ad targets former TAMU students that may be interested in investing in College Station, and provides a “good will” item to individuals that have invested in the community.

Brochures: Northgate brochures for tourism and development have been designed and printing is scheduled to be completed by end of January 2005. Brochures for Wolf Pen Creek are planned.

Strategy 3: We will promote tourism.

★ **Continue development of Hotel/Conference Center (long-term)**

A Feasibility Study by the Convention & Visitors Bureau states that there is a need for a conference center facility. The study also states that the location should be in close proximity to the University. Staff has been working with numerous developers to determine an appropriate location and partner for the project. Additionally, exploratory meetings have been held with various parties regarding common goals and potential scenarios for the project.

★ **Support Convention and Visitors Bureau efforts to explore development/recruitment of a new tourism venue (ongoing)**

The Convention & Visitors Bureau is coordinating with the cities, county, and university to develop a comprehensive wayfinding plan and associated signage.

The Convention & Visitors Bureau is scheduled to explore various opportunities for a new venue through a feasibility report.

Strategy 4: We will promote revitalization and redevelopment.

★ **Promote redevelopment of targeted commercial properties and areas (ongoing)**

Redmond Terrace/Texas Avenue Crossing at George Bush Drive and Texas Ave complete and the owner is in the process of finalizing signage and leasing the remaining spaces in the center.

Retail: Economic Development staff is currently working with the owners of the Culpepper Plaza and the Post Oak Square shopping centers in an effort to assist them in redeveloping the two retail properties.

Cross Street Project: The Cross Street Warehouse loft project is complete. The project involved the demolition of four deteriorated multifamily buildings and the construction of a \$4+ million mixed-use project.

Gameday Project: Economic Development Staff has finalized a contract with Gameday Centers to develop a \$20-40 million mixed use condominium project at the corner of Wellborn Road and Church Avenue in Northgate. Contracts have been finalized and the developer is undergoing a feasibility analysis.

Former Albertson's/University Square Shopping Center on S. College Ave: Staff is in discussions with the owner of this property regarding its redevelopment.

Economic Development staff is currently working with Planning & Development staff to create a redevelopment plan and team. Developer focus groups are currently being organized.

Discussions are underway with various other commercial redevelopment projects including buildings located at George Bush Drive East, University Drive and Texas Avenue, and an entire block in Northgate.

Staff has begun work on infrastructure enhancements in Northgate including the University Drive Pedestrian project, gateways, water features, restrooms, and Church Avenue improvements.

★ **Promote redevelopment of targeted multi-family properties (ongoing)**

Multi-family property redevelopment was identified as a strategic priority during the 2004-2005 Strategic Planning Retreat. Due to increased commercial redevelopment activities and opportunities, staff has not focused resources on multi-family redevelopment to date.

★ **Target CDBG funds to infrastructure rehabilitation and public facility improvements (ongoing)**

The First, Maple and Louise Street Improvement Project was completed during the past year as was the University Sidewalk Installation Project. The following projects funded with CDBG funds are complete or nearing completion: Southside-A Drainage Improvement Project and the Lincoln Center Expansion and Pavilion Project. The expected completion date for the Lincoln Center Project is January 2005.

Community Development staff completed an environmental review for a Spray Park at the Lincoln Center and for Steeplechase Park construction. Funds were budgeted for both projects and staff anticipates that the Spray Park will be completed in 2005 and Steeplechase Park construction will be well underway in 2005.

Funds were also budgeted for the engineering and design of Tauber and Stasney Street Improvements, and for design and construction of various Northgate sidewalks. Community Development staff has also completed the required EO-12372 coordination with BVCOG related to the Northgate infrastructure improvements.

★ **Target CDBG funds, HOME funds and Cedar Creek proceeds for affordable housing projects and programs (ongoing)**

Community Development staff has been coordinating with the developer of a 100-unit elderly housing development (Terrace Pines Apartment Homes) and received Council and State approval for funding the development. Construction on the property will begin in January 2005. Staff also provided home-buyer counseling to 133 lower-income citizens and down payment assistance to 16 first-time homebuyers. Three single-family lots were donated to Habitat for Humanity (412 Holleman, 1114 Detroit and 1211 Arizona).

Using HOME funds, the City's Community Housing Development Organization (CHDO) completed construction on 1203 and 1205 Arizona and sold the homes to lower-income, first-time homebuyers.

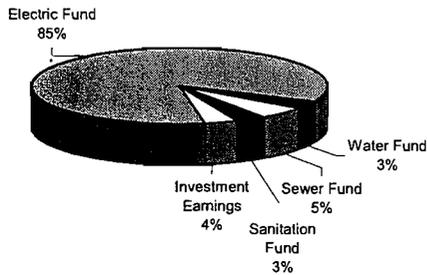
Using the City's ORP (Owner-occupied Reconstruction Program), two homes were constructed to replace dilapidated single-family homes (822 Nimitz and 1216 Phoenix), and three other ORP projects have been processed by staff and approved by Council. Two owner-occupied Rehabilitation projects were also completed in 2004 (1202 Haley Place and 3013 Normand).

Lastly, funds were allocated for Tenant Based Rental Assistance (TBRA) and administered by Twin City Mission to help low-income citizens with security deposits. 79 low-income citizens received TBRA assistance this reporting period.

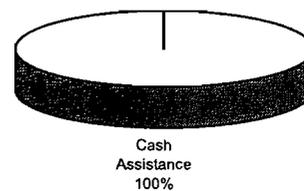
City of College Station Economic Development Fund Summary

	FY 04 ACTUAL	FY 05 REVISED BUDGET	FY 05 YEAR-END ESTIMATE	FY 06 BASE BUDGET	FY 06 APPROVED BUDGET	% CHANGE IN BUDGET FROM FY 05 TO FY 06
BEGINNING BALANCE	\$ 955,173	\$ 454,946	\$ 454,946	\$ 256,870	\$ 256,870	
REVENUES						
Operating transfers						
Electric Fund	\$ 315,000	\$ 315,000	\$ 315,000	\$ 315,000	315,000	0%
Water Fund	12,500	12,500	12,500	12,500	12,500	0%
Sewer Fund	20,000	20,000	20,000	20,000	20,000	0%
Sanitation Fund	12,500	12,500	12,500	12,500	12,500	0%
Investment Earnings	13,966	13,600	13,600	13,600	13,600	0%
TOTAL REVENUES	<u>\$ 373,966</u>	<u>\$ 373,600</u>	<u>\$ 373,600</u>	<u>\$ 373,600</u>	<u>\$ 373,600</u>	0%
TOTAL FUNDS AVAILABLE	<u>\$1,329,139</u>	<u>\$ 828,546</u>	<u>\$ 828,546</u>	<u>\$ 630,470</u>	<u>\$ 630,470</u>	-24%
EXPENDITURES AND TRANSFERS						
Cash Assistance	\$ 854,619	\$ 750,000	\$ 571,676	\$ 425,000	\$ 525,000	-30%
Other	16,886	13,440	0	0	0	-100%
TOTAL OPERATING EXPENSES AND TRANSFERS	<u>\$ 871,505</u>	<u>\$ 763,440</u>	<u>\$ 571,676</u>	<u>\$ 425,000</u>	<u>\$ 525,000</u>	-31%
DECREASE IN FUND BALANCE	<u>\$ (497,538)</u>	<u>\$ (389,840)</u>	<u>\$ (198,076)</u>	<u>\$ (51,400)</u>	<u>\$ (151,400)</u>	-61%
GAAP ADJUSTMENT	(2,689)					
ENDING FUND BALANCE	<u>\$ 454,946</u>	<u>\$ 65,106</u>	<u>\$ 256,870</u>	<u>\$ 205,470</u>	<u>\$ 105,470</u>	

ECONOMIC DEVELOPMENT FUND - SOURCES



ECONOMIC DEVELOPMENT FUND - USES



The Economic Development Fund is utilized to account for funds that are to be used for business attraction and retention.

This fund is prepared on the modified accrual basis of accounting. Using this method, revenues are recognized when they become measurable and available to finance expenditures of the current period. Expenditures are recognized when the related fund liability is incurred with the exception of several

items. The full listing of these exceptions can be found in the Financial Policies on page F-1.

Revenues for the Economic Development Fund will be collected from the Electric, Water, Wastewater, and Sanitation Funds. The contributions from these funds will total \$360,000. Investment earnings of approximately \$13,600 are also anticipated in FY06.

**July 27, 2006
Workshop Agenda
Outside Agency Funding Process Comparison**

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion on an update of the Outside Agency Funding Review process for the Cities of College Station and Bryan.

Recommendation(s): Staff recommends Council hear the report and provide any feedback desired.

Summary: Earlier this summer the City Council requested this item be placed on a workshop agenda.

Council appointed a seven member Outside Agency Funding Review Committee in February 2006 to review all City of College Station funding requests other than CDBG, requests from agencies with Council appointed board members, or funding requests for Hotel Tax funds from agencies eligible to receive such funding.

The College Station Outside Agency Funding Review Committee (OAFRC) has held six meetings and is in the process of reviewing the non-Hotel Tax applications. A public hearing was held on July 10, 2006 and each agency requesting non-Hotel Tax funds made a presentation to the OAFRC. The OAFRC will present recommendations to Council on the FY07 Outside Agency funding as part of the FY07 Budget process.

City of College Station requests for Hotel Tax funds and requests from agencies with Council appointed board members will be presented directly to Council as part of the budget process.

The City of Bryan is in the process of working on their budget and Outside Agency requests. The City of Bryan's current process is very similar to our old process. Agencies applying to the City of Bryan go through one of two processes - CDBG or General Fund. If an agency is eligible to apply for CDBG funds, then they can not apply for General Funds (i.e. MHMR, Twin City Mission, etc.). The City of Bryan Outside Agency process, or what they call "the General Fund process" is very similar to our version of the JRFRC process of previous years. The three Bryan members of the JRFRC meet and the agencies go through an application, review and ranking process. This process is based on a points system assigning points to their application, presentation, financials, etc.

Per a recent City of Bryan Council request, the Bryan Finance department is developing a "formula-based recommendation" system derived from calculations based on the tax rate and property appraisals. This system is also called "ability to pay". This process was presented to the Bryan City Council during their workshop on July 11th but no action was taken. Both the current process and the new formula based process will be presented during the Bryan City Council's July 25th workshop and regular session.

Budget & Financial Summary: Outside Agency requests and recommendations will be presented to Council as part of the FY07 Budget process.

Attachments: N/A

**July 27, 2006
Consent Agenda**

Pipeline Crossing Agreements for the Wellborn Road Utilities Relocation Project

To: Glenn Brown, City Manager

From: Charles McLemore, Acting Director of Public Works

Agenda Caption: Presentation, possible action, and discussion to approve six (6) Pipeline Crossing Agreements for the Wellborn Road Utilities Relocation Project. The permits are required to bore under the railroad property to install water distribution lines.

Recommendation(s): Staff recommends approval of the Pipeline Crossing Agreements.

Summary: This item is for the approval of six (6) Pipeline Crossing Agreements in order to connect water lines from the relocated water transmission line along Old Wellborn Road back to the existing water distribution system on the east side of Wellborn Road. Each permit requires a \$1,500.00 fee. The Koppe Bridge Crossing agreement is included as Attachment 1 as an example. The other permits are the similar for the 24-in Main, Navarro, Deacon, Fraternity Row and Rock Prairie Road Crossings. The Graham Road and SH 40 Crossings will be processed later. This item is in conjunction with the TxDOT Wellborn Road Widening Project and the City's Wellborn Road Utility Relocation Project.

Budget & Financial Summary: The funding for this project is from the Water Fund and budgeted under "Wellborn Widening".

Attachments:

1. Pipeline Crossing Agreement
2. Location Map

PL X 940206
Form Approved, AVP-Law

Folder No. 2393-29

PIPELINE CROSSING AGREEMENT

Mile Post: 70.62, Navasota Subdivision
Location: College Station, Brazos County, Texas

THIS AGREEMENT is made and entered into as of May 30, 2006, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (hereinafter the "Licensor") and **CITY OF COLLEGE STATION**, a Texas municipal corporation to be addressed at 1601 South Graham Rd., , College Station, Texas 77845 (hereinafter the "Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article I. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **One Thousand Five Hundred Dollars (\$1,500.00)**.

Article II. LICENSOR GRANTS RIGHT.

In consideration of the License Fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate only a

8"water pipeline crossing (hereinafter the "Pipeline")

in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated May 30, 2006, marked Exhibit A. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than the above-mentioned, and said Pipeline shall not be used for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

Article III. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in Exhibit B, attached hereto and hereby made a part hereof.

Article IV. IF WORK IS TO BE PERFORMED BY CONTRACTOR.

If a contractor is to do any of the work performed on the Pipeline (including initial construction and subsequent relocation or substantial maintenance and repair work), then the Licensee shall require its contractor to execute the Railroad's form Contractor's Right of Entry Agreement. Licensee acknowledges receipt of a copy of the Contractor's Right of Entry Agreement and understanding of its terms, provisions, and requirements, and will inform its contractor of the need to execute the Agreement. Under no circumstances will Licensee's contractor be allowed onto Licensor's premises without first executing the Contractor's Right of Entry Agreement.

Article V. INSURANCE.

- A. The Licensee is a public entity subject to the TEXAS TORT CLAIMS ACT TEX.CIV. PRAC. & REM. Code 101.001 (VERNON 1997 AND VERNON SUPP. 1999) and by entering into this Agreement expressly does not agree to and does not waive its governmental immunity. However, the Licensee agrees to self-insure any limits of its statutory liability of up to a maximum of \$300,000.00, if any, subject to the TEXAS TORT CLAIMS ACT. Licensor expressly consents to Licensee's self-insurance of said limits of liability.

Article VI. TERM.

This Agreement shall take effect as of the date first herein written and shall continue in full force and effect until terminated as herein provided.

Article VII. SPECIAL PROVISIONS

Sections 7(a), 7(b) and 13(b) of Exhibit B, hereto attached, are hereby amended to read as follows:

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS

- a) Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the right of way until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless, to the extent allowed by Texas law, from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

(a) The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.

(b) The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

(a) The Pipeline shall be constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with Union Pacific Railroad Co. Common Standard Specification 1029 adopted November 1949, or all amendments thereof and supplements thereto, which by this reference is hereby made a part hereof, except as may be modified and approved by the Licensor's Vice President-Engineering Services. In the event such Specification conflicts in any respect with the requirements of any federal, state or municipal law or regulation, such requirements shall govern on all points of conflict, but in all other respects the Specification shall apply.

(b) All work performed on property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.

(c) Prior to the commencement of any work in connection with the construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline where it passes underneath the roadbed and track or tracks of the Licensor the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Vice President-Engineering Services of the Licensor and then the work shall be done to the satisfaction of the Vice President-Engineering Services or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefor, all expense incurred by the Licensor in connection therewith, which expense shall include all assignable costs.

(d) The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.

Section 3. NOTICE OF COMMENCEMENT OF WORK.

If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

(a) The license herein granted is subject to the needs and requirements of the Licensor in the operation of its railroad or in the improvement and use of its property, and the Licensee shall, at the sole expense of the Licensee, reinforce the Pipeline, move all or any portion of the Pipeline to such new location as the Licensor may designate, whenever, in the furtherance of needs and requirements, the Licensor shall find such action necessary or desirable.

(b) All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be constructed and at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor, and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

SEE ARTICLE VII

~~(a) Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue or profits. Licensee shall telephone the Licensor at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunication company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable all at Licensee's expense, and will commence no work on the right of way until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expenses whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.~~

~~(b) In addition to other indemnity provisions in this Agreement, the Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) caused by the negligence of the Licensee, its contractor, agents and/or employees, resulting in (1) any damage to or destruction of any telecommunications system on Licensor's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Licensor's property, except if such costs, liability or expenses are caused solely by the direct active negligence of the Licensor. Licensee further agrees that it shall not have or seek recourse against Licensor for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Licensor's property or a customer or user of services of the fiber optic cable on Licensor's property.~~

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

(a) The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done on materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

(b) The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared

with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensor authorizes the Licensee to take down any fence of the Licensor or in any manner move or disturb any of the other property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the taking down of any fence or the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

(a) As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).

(b) As a major inducement and in consideration of the license and permission herein granted, the Licensee agrees to indemnify and hold harmless the Licensor from any Loss which is due to or arises from:

1. The prosecution of any work contemplated by this Agreement including the installation, construction, maintenance, repair, renewal, modification, reconstruction, relocation, or removal of the Pipeline or any part thereof; or
2. The presence, operation, or use of the Pipeline or contents escaping therefrom,

except to the extent that the Loss is caused by the sole and direct negligence of the Licensor.

Section 11. REMOVAL OF PIPE LINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may do such work of removal and restoration at the cost and expense of the Licensee. The Licensor may, at its option, upon such termination, at the entire cost and expense of the Licensee, remove the portions of the Pipeline located underneath its roadbed and track or tracks and restore such roadbed to as good a condition as it was in at the time of the construction of the Pipeline, or it may permit the Licensee to do such work of removal and restoration to the satisfaction of the Licensor. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

SEE ARTICLE VII 33

(a) If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.

~~(b) In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.~~

(c) Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

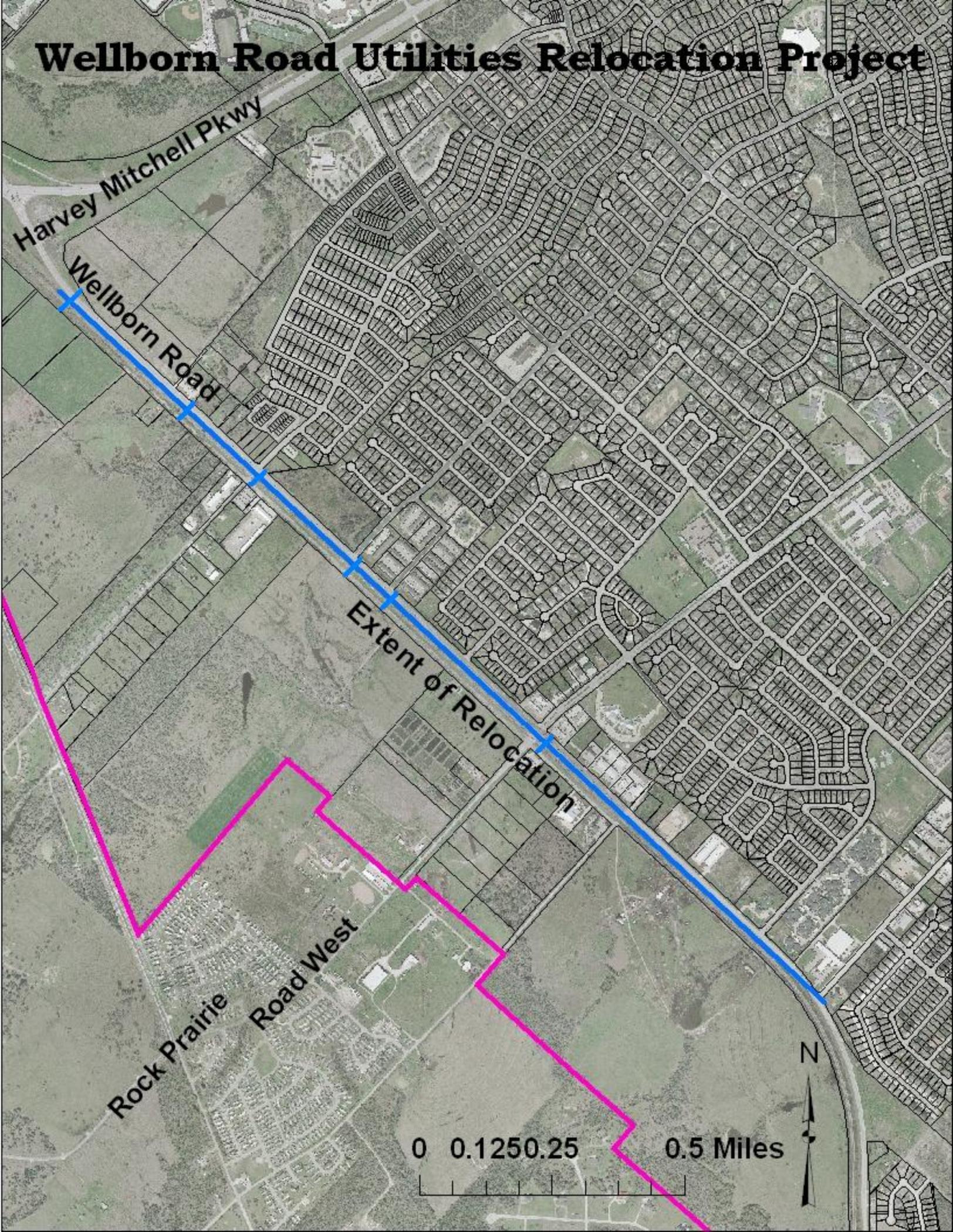
Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Wellborn Road Utilities Relocation Project



Harvey Mitchell Pkwy

Wellborn Road

Extent of Relocation

Rock Prairie Road West

0 0.125 0.25 0.5 Miles



July 27, 2006
Consent Agenda
Standard Utility Agreement for Relocation/ Reimbursement of Utilities in TxDOT
ROW

To: Glenn Brown, City Manager

From: Charles McLemore, Acting Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on a Standard Utility Agreement with the Texas Department of Transportation (TxDOT) covering relocation and cost reimbursement issues for the relocation of utilities along Wellborn Road.

Recommendation(s): Staff recommends approval of the Standard Utility Agreement.

Summary: The Standard Utility Agreement addresses reimbursement for relocation of utilities that are in the newly acquired right-of-way for Wellborn Road. The costs to relocate a utility line that currently exists in a dedicated easement are reimbursable by the State. However, the State can not pay for "betterment" of the newly designed, relocated system. Most of the line along Wellborn Road is in dedicated easement. There is a small amount of betterment in the new design. The reimbursement is currently estimated at 97% of the project costs. Items included in the Standard Utility Agreement are as follows: Standard Utility Agreement, Statement Covering Utility Construction Contract Work, Joint Use Acknowledgement/ Reimbursable Utility Adjustment, Affidavit of Utility Owner, and Attachment "I" Inclusion (of Removal) in Highway Construction Contract. Not all items shown on page 2 of Form ROW-U-35 are included herein. A copy of the entire utility package is available for viewing which includes plans, easements, estimates, etc. The relocation of these utilities is in conjunction with the TxDOT Wellborn Road Widening Project and the City's Wellborn Road Utilities Relocation Project.

Budget & Financial Summary: Funds for the relocation of these utilities are budgeted in the Water Fund under the item "Wellborn Widening".

Attachments:

1. TxDOT Letter
2. Standard Utility Agreement pages
3. Location Map



Texas Department of Transportation

1300 N. TEXAS AVE. • BRYAN, TEXAS 77803-2760 • (979) 778-2165

June 9, 2006

FM 2154
 Brazos County
 8017-1-63
 CSJ 0540-04-056
 STP 2004 (304)
 Limits: From 0.3 mile North of FM 2818
 to 0.6 mile South of SH 40

Utility Adjustment, U-10933
 City of College Station

Mr. Spencer G. Thompson, Jr.
 City of College Station
 P. O. Box 9960
 College Station, Texas 77842-9960

Dear Mr. Thompson:

Please find attached two (2) sets of the City of College Station's (City) waterline relocation package on the above project. This submission has been reviewed by the Texas Department of Transportation's (TxDOT) utility sections here in the Bryan District and in the Right of Way Division in Austin. The Right of Way Division has concurred with the Bryan District's recommendation for approval of the utility agreement. An elective betterment credit in the amount of 4.401% has been calculated and will be applied to the actual cost at the time of billing. An eligibility ratio in the amount of 97.45% has also been calculated which represents the percentage of the total cost less betterment that the City will be eligible for reimbursement.

In addition, you will find attached two (2) copies of an Advanced Funding Agreement for the removal of the existing waterline. The existing waterline will be removed by the State's contractor during construction and the City will be responsible for 2.55% of the removal cost. The total cost of removal is estimated to be \$82,720.00 making the City's share \$2,110.00. This amount will need to be advanced to TxDOT prior to letting of the project.

Please execute both sets of the utility package and the Advance Funding Agreement and return to Mr. Darrell Kolwes at the address listed above. Upon receipt, we will forward the utility package to TxDOT's Right of Way Division in Austin for final execution. We will return a fully executed original for your files and the City will then be released to commence its relocation.

If you should have any questions, please contact Mr. Kolwes at (979) 778-9724.

Sincerely,

Samuel L. Wilson
 Right of Way Administrator

Attachments



Form ROW-U-35
Rev. 12/2004
Replaces Form D-15-35, D-15-131, D-15-132, D-15 133, D-15-134 and D-15-137
GSD-EPC
Page 1

STANDARD UTILITY AGREEMENT

U-Number: 10933

District: Bryan
Federal Project No.: STP 2004 (304)
ROW CSJ: 0540-04-056
Highway Project Letting Date: June 2006

County: Brazos
Highway: FM 2154
From: 0.3 mile North of FM 2818
To: 0.6 miles South of SH 40

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, ("**State**"), and City of College Station, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** has deemed it necessary to make certain highway improvements as designated by the **State** and approved by the Federal Highway Administration within the limits of the highway as indicated above;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: Adjust location of approximately 12,000 LF of water line (36", 30", 24", 16", 12" & 8") along FM 2154 from highway station 131+89.96 to highway station 232+4.92; and more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **State** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

WHEREAS, the **State**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **State** will pay to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **State** participation.

The **State** and **Utility** agree that all conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with 23 CFR 645, Subparts A & B and all other applicable federal and state laws, rules and regulations. **Utility** agrees to supply, upon request by the **State**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to **State** not later than 90 days after completion of the work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 80 percent (80%) of the eligible cost as shown in each such billing. In addition, the **State** will make a payment, before audit, which will bring the total percentage paid to the **Utility** up to the 90% eligible cost. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Alternatively, **State** agrees to pay **Utility** an agreed lump sum of \$ NA as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and/or relocations and upon receipt of a final billing, make payment to **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to proceed with the necessary adjustment, removal, and/or relocation. **Utility** agrees to proceed in such a manner that will not result in avoidable delay or interference with the **State's** highway construction. Should **Utility** by its actions cause interference or delay resulting in the imposition of damages upon the **State** by a third party, **Utility** agrees to indemnify the **State** for said damages. Such indemnity for a municipally-owned utility shall be to the extent allowed by state law.

The **State** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

Unless an item below is stricken and initialed by the **State**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Utility's Accounting Method (Attachment "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "C");
5. Statement Covering Contract Work – ROW-U-48 (Attachment "D");
6. Eligibility Ratio (Attachment "F");
7. Betterment Calculation and Estimates (Attachment "G");
8. Proof of Property Interest – ROW-U-1A, ROW-U-1B, or ROW-U-1C (Attachment "H");
9. Inclusion in Highway Construction Contract (if applicable) (Attachment "I"); and
10. Utility Joint Use Acknowledgment – ROW -U-JUA (Attachment "E").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification of this agreement or a written change or extra work order approved by the **State**.

The **Utility** agrees to provide "as-built" plans to the **State** within ninety (90) days of completion of the adjustment or relocation.

This agreement is subject to cancellation by the **State** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **State**.

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.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that the **Utility** agrees to indemnify and hold the **State** harmless for damage to existing facilities caused by the **Utility's** conduct. Such indemnity for a municipally-owned utility shall be to the extent allowed by state law.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: City of College Station

By: _____
Ron Silvia

Title: Mayor

Date: _____

By: _____
Glenn Brown

Title: City Manager

Date: _____

By: *Carla A. Robinson*
Carla A. Robinson

Title: City Attorney

Date: _____

By: _____
Jeff Kersten

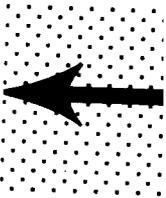
Title: Finance and Strategic Planning Director

Date: _____

EXECUTION RECOMMENDED:

District Engineer, Bryan District *

<p>THE STATE OF TEXAS</p> <p>Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.</p> <p>By: _____</p> <p>_____ **</p> <p>Date: _____</p>



* For locally-executed agreements, ROW Administrator recommends execution; otherwise District Engineer (or designee) .
** For locally-executed agreements, District Engineer (or designee) approves and executes; otherwise ROW Division Director.



STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK
 (AS APPEARING IN ESTIMATE)

U-No. 10933

District: Bryan
 County: Brazos
 Federal Project No.: STP 2004 (304)

ROW CSJ No.: 0540-04-056
 Highway No.: FM 2154

I, Ron Silvia, a duly authorized and qualified representative of the City of College Station, hereinafter referred to as **Owner**, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as appears in the estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicate on the estimate.

Procedure to be Used in Contracting Work

- A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.
- B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Such presently known contractors are listed below:
 - 1.
 - 2.
 - 3.
 - 4.
 - 5.
- C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. (If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.)
- D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).
- E. The utility plans and specifications, with the consent of the State, will be included in the construction contract awarded by the State.

 Signature

 Date

 Title

Mayor



Form ROW-U-JUAA
Rev. 5/2004
Replaces Forms D-15-24A and D-15-80A
GSD-EPC
Page 1 of 3

UTILITY JOINT USE ACKNOWLEDGEMENT REIMBURSABLE UTILITY ADJUSTMENT

U-Number: 10933

District: Bryan
Federal Project No.: STP 2004 (304)
ROW CSJ: 0540-04-056
Projected Highway Letting Date: June 2006

County: Brazos
Highway: FM 2154
From: 0.3 mile North of FM 2818
To: 0.6 mile South of SH 40

WHEREAS, the State of Texas, ("**State**"), acting by and through the Texas Department of Transportation ("**TxDOT**"), proposes to make certain highway improvements on that section of the above-indicated highway; and

WHEREAS, the City of College Station, ("**Owner**"), proposes to adjust or relocate certain of its facilities, if applicable, and retain title to any property rights it may have on, along or across, and within or over such limits of the highway right of way as indicated by the location map attached hereto.

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

It is agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this Acknowledgement shall serve to modify or extinguish any interest vested in **Owner** in the event the current facilities are retained, altered, modified, added to, or constructed on additional facilities presently located within the above described area. This interest is retained provided that if existing facilities are to be altered or modified, or new facilities constructed within said area, the **Owner** agrees to notify **TxDOT** at least 30 days prior to the beginning of construction, and to furnish necessary plans showing location, type of construction and methods to be used for protection of traffic. If, in the opinion of **TxDOT**, such alteration, modification or new construction is in conflict with the current highway or planned future highway improvements could endanger the traveling public using said highway, or be contrary to the recitals as set out above, **TxDOT** shall have the right to prescribe such regulations as deemed necessary to rectify the problem. These regulations shall not, however, extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

If **Owner's** facilities are located along a controlled access highway, **Owner** agrees that ingress and egress for servicing its facilities will be limited to frontage roads where provided, nearby or adjacent public roads and streets, or trails along or near the highway right of way lines which only connect to an intersecting road. Entry may be made to the outer portion of the highway right of way from any one or all access points. Where supports, manholes or other appurtenances of the **Owner's** facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by the **State** to the **Owner** setting forth the conditions for policing and other controls to protect highway users. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, the **Owner** shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required repairs, provided **TxDOT** is notified immediately when such repairs are initiated and adequate provision is made by **Owner** for the convenience and safety of highway traffic. Except as expressly provided herein, the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public.

If **Owner's** facilities are located along a non-controlled access highway, the **Owner's** rights of ingress and egress to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by highway construction shall be in accordance with applicable laws of the State of Texas.

If applicable, **Owner** will, by written notice, advise the **State** of the beginning and completion dates of the adjustment, removal, or relocation, and, thereafter, agrees to prosecute such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. At the completion of the adjustment, removal, or relocation, the **Owner** will deliver a set of "as-built" plans to the **State**.

The **Owner** and the **State**, by execution of this Acknowledgement, do not waive or relinquish any right that they may have under the law.

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.

In the event the **Owner** fails to comply with the requirements as set out herein, the **State** may take such action as it deems appropriate to compel compliance.

It is expressly understood that the **Owner** conducts the adjustment, removal, and/or relocation at its own risk, and that the **Owner** agrees to indemnify and hold the **State** harmless for damage to existing facilities caused by the **Owner's** conduct. Such indemnity for a municipally-owned utility shall be to the extent allowed by state law.

The signatories to this Acknowledgement warrant that each has the authority to enter into this Acknowledgement on behalf of the party represented.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Owner: City of College Station
Utility Name

EXECUTION RECOMMENDED:

By: Ron Silvia

District Engineer, Bryan District
Texas Department of Transportation

Title: Mayor

Date: _____

By: Glenn Brown

Title: City Manager

Date: _____

<p align="center">THE STATE OF TEXAS</p> <p align="center">Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.</p> <p>By: _____ Director, Right of Way Division</p> <p>Date: _____</p>

By: _____
Carla A. Robinson

Title: _____
City Attorney

Date: _____

By: _____
Jeff Kersten

Title: _____
Finance and Strategic Planning Director

Date: _____



Form ROW-U-1A
Rev. 3/2004
Replaces Form D-15-U1
GSD-EPC
Page 1 of 2

AFFIDAVIT
(for Utility Owner)

U-No. 10933

THE STATE OF TEXAS

§

District: Bryan

§

County: Brazos

COUNTY OF BRAZOS

§

Federal Project No.: STP 2004 (304)

ROW CSJ No.: 0540-04-056

Highway No.: FM 2154

(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Ron Silvia of the City of College Station, ("Utility") who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, Ron Silvia am over the age of 18 years and am fully competent to testify to the matters set forth in this Affidavit. I have personal knowledge of all facts and swear that such facts are true and correct.

1. See Attached;
[legal description of land]
2. See Attached;
[facts indicating affiant's familiarity with subject land, including inspection and surveys]
3. See Attached;
[facts attesting to ownership, including claims through deeds, etc.]
4. See Attached;
[facts showing use of property]
5. NA;
[facts showing nature and state of repair of enclosures or fencing]
6. See Attached;
[facts showing continuous possession for statutory period].

Further affiant sayeth not."

Signature

Mayor
Title

City of College Station
Company

Acknowledgment

State of Texas
County of Brazos

This instrument was acknowledged before me on _____ by Ron Silvia

as Mayor, of the City of College Station.

Notary Public's Signature

ATTACHMENT "I"
(to be used only for Inclusion in Highway Construction Contract)

In the best interest of both the **State** and the **Owner**, the **Owner** requests the **State** to include the plans and specifications for the work of removing the existing City of College Station waterline in the general contract for construction of Highway FM 2154 in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the **State** to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.

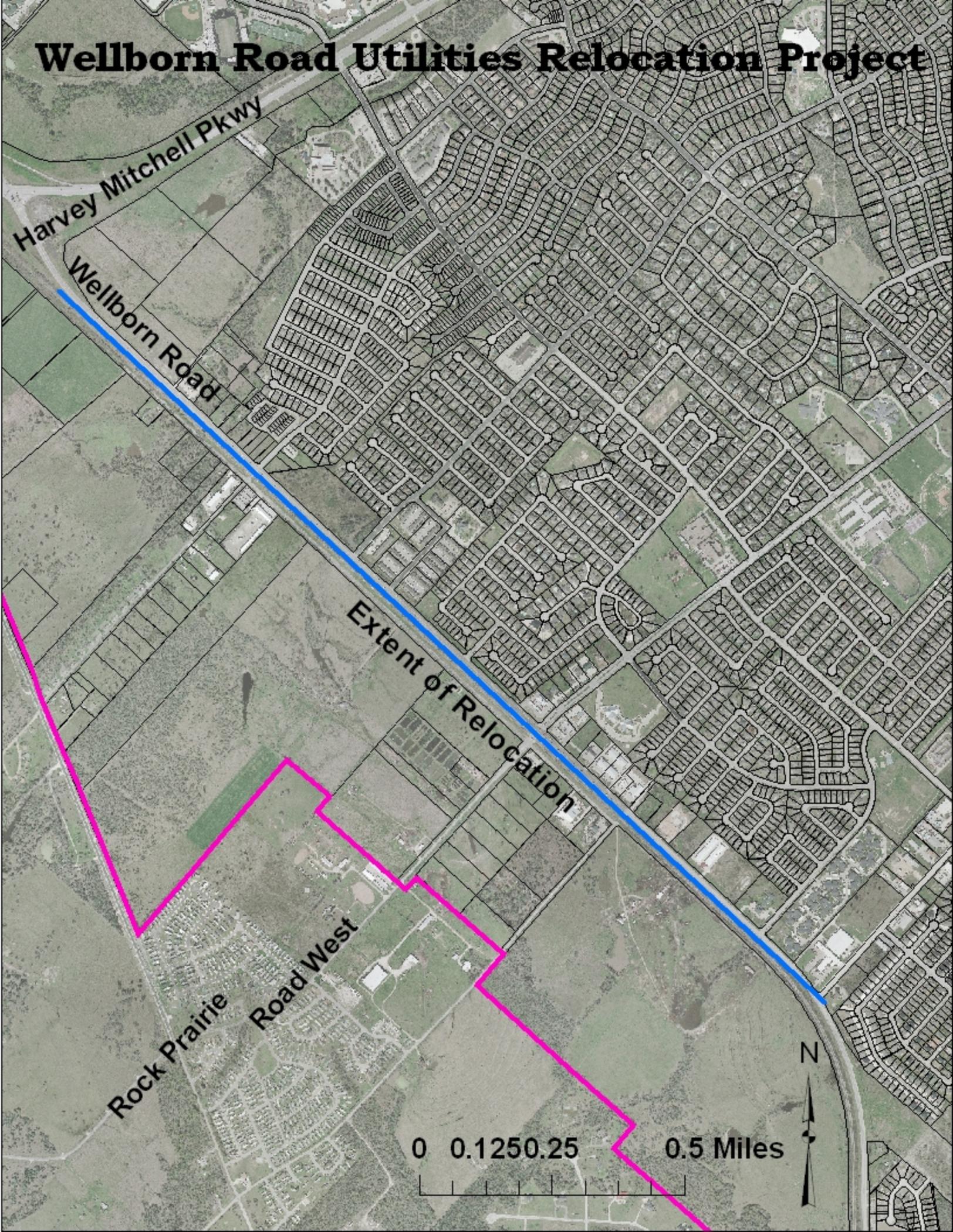
Utility: City of College Station

By: _____
Ron Silvia

Title: Mayor

Date: _____

Wellborn Road Utilities Relocation Project



July 27, 2006
Consent Agenda
Collaboration to Construct Water System Infrastructure with City of Bryan

To: Mr. Glenn Brown, City Manager

From: Mr. John Woody, Director, Water Services Department

Agenda Caption: Presentation, possible action, and discussion requesting approval of a Interlocal Agreement with the City of Bryan, to transfer funds in the amount of \$60,051 so that Bryan can execute a contract change order for construction of a water distribution system casing at the Beck Street extension along highway 2818.

Recommendation: Staff recommends Council approve the Interlocal Agreement with the City of Bryan.

Summary: The City of Bryan is currently constructing an extension of Beck Street, to intersect with highway 2818, as shown on the attached map. This new roadway will be constructed right over the future location of College Station's parallel water transmission line, which will be constructed in 2007-2008. The cities of College Station and Bryan propose to collaborate and construct a metal casing under the new roadway that will provide for simple installation of the future water transmission line. Without this casing, the water line would have to be bored under the road, which is very expensive. This collaboration saves College Station as much as \$100,000.

On 28 July 2005, the College Station City Council authorized the City Manager to sign an Inter-Local Agreement that allows collaboration between Bryan and College Station for Water Transfers and infrastructure issues. The resulting ILA was signed on 17 August 2005, stating the need for a pumped interconnect, and defining the terms and conditions for the construction, operation, and maintenance of water facilities.

As shown on the attached document, the City of Bryan has offered to construct the casing if College Station will pay the cost of \$60,051. Since this casement will save College Station both time and money in the parallel water transmission project, staff requests approval of this expenditure.

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

Attachments:

1. Interlocal Agreement
2. Beck Street Map
3. Beck Street Casing Proposal

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BRYAN
AND THE CITY OF COLLEGE STATION
WATER LINE CASING AT BECK STREET & HWY 2818**

This **Interlocal Agreement** (“Agreement”) is effective as of the _____ day of _____, 2006, by and between the City of Bryan, a Texas Home Rule Municipal Corporation, (hereinafter referred to as “**BRYAN**”) and the City of College Station, a Texas Home Rule Municipal Corporation, (hereinafter referred to as “**COLLEGE STATION**”) each acting herein by and through its City Council.

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, allows local governments to contract with each other to perform functions or services that each party to the contract is authorized to perform individually; and

WHEREAS, BRYAN and COLLEGE STATION each desire to enter into an Interlocal Agreement to improve city infrastructure along Highway 2818 for the purpose of enhancing the infrastructure qualities or capacities; and

WHEREAS, BRYAN competitively bid the “Beck Street Extension” project pursuant to Texas Local Government Code, to extend Beck Street to intersect with Highway 2818; and

WHEREAS, COLLEGE STATION is planning to construct a new water transmission pipeline in 2007- 2008 along Highway 2818 that will be located under the newly constructed extension of Beck Street; and

WHEREAS, BRYAN agrees to obtain a change order to the “Beck Street Extension” to install steel casing to accommodate COLLEGE STATION’S future water transmission pipeline and COLLEGE STATION will reimburse BRYAN for said change order; and

WHEREAS, BRYAN and COLLEGE STATION, have determined that it will be in the best interests of BRYAN and COLLEGE STATION to enter into this agreement enabling College Station to reimburse Bryan for installation of a steel casing that will save College Station the expense of boring the new water line under Beck Street in the near future.

NOW, THEREFORE, the cities herein enter into this Agreement to outline the joint participation of **BRYAN** and **COLLEGE STATION** as follows:

ARTICLE I DEFINITIONS

- 1.1 For the purposes of this Agreement, when not inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. The words “shall” and “will” are mandatory and the word “may” is permissive. Words not defined in this Agreement shall be given their common and ordinary meaning.
- 1.2 For the purposes of the Agreement, the following words, terms, phrases, and their derivatives shall have the meaning given in this Section.
- 1.3 **BRYAN** means the City of BRYAN, Texas, a home rule municipal corporation in the County of Brazos, State of Texas.
- 1.4 **COLLEGE STATION** means the City of COLLEGE STATION, Texas, a home rule municipal corporation in the County of Brazos, State of Texas.

ARTICLE II INFRASTRUCTURE IMPROVEMENT AGREEMENTS

- 2.1 The City of Bryan will execute a change order to their contract with Young Contractors for the Beck Street Extension project for the installation of 111 linear feet of 60” x 5/8” steel casing. Such steel casing shall be installed under Beck Street, near Highway 2818, at the location of College Station’s future water line crossing. (See Exhibit A) College Station will then reimburse the City of Bryan the sum of SIXTY THOUSAND FIFTY-ONE AND NO/100 DOLLARS (\$60,051.00). This work includes all labor, materials, equipment, and inspection necessary for a complete and usable steel casing, suitable for the future installation of College Station’s parallel water transmission line, as detailed in the attached proposal from the City of Bryan. (See Exhibit B) Upon satisfactory completion, payment will be made to the City of Bryan within thirty (30) days of the City of Bryan’s written notification that the work is complete.

ARTICLE III GENERAL PROVISIONS

- 3.1 **Amendment or Modification.** Except as otherwise provided herein, the terms and conditions of this Agreement may be modified at any time by the mutual consent of both cities. Mutual consent will be demonstrated by the approval of each city’s governing body or by the signatures of both the City Manager of the City of BRYAN and the City

Manager of the City of COLLEGE STATION for administrative matters specifically delegated to the City Managers in this Agreement. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by the City Manager of each city.

- 3.2 **Notice.** Written notice shall be deemed to have been duly served if delivered in person to the individual listed below or if it is delivered or sent by certified mail to the business address as listed below. Each city has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other city in writing.

BRYAN: City of Bryan
Attn: City Manager
300 South Texas Avenue
Bryan, Texas 77801

COLLEGE STATION: City of College Station
Attn: City Manager
1101 Texas Avenue
College Station, Texas 77840

- 3.3 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 3.4 **Jurisdiction and Venue.** This Agreement has been made under and shall be governed by the laws of the State of Texas. The cities agree that performance and all matters related thereto shall be in Brazos County, Texas.
- 3.5 **Governmental Immunity and Hold Harmless. To the extent permitted by law and without waiving each respective party's governmental immunity or the limitations as to damages contained in the Texas Tort Claims Act, College Station and Bryan agree to hold each other harmless from and against any and all claims or causes of action arising out of or in connection with the provision of water.**
- 3.6 It is understood that this Agreement contains the entire agreement between the cities and supersedes any and all prior agreements, arrangements, or understandings between the cities relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the cities, either before or after the execution of this Agreement, shall affect or modify any terms or obligations hereunder.
- 3.7 This Agreement remains in effect until construction of the "Beck Street Extension" project is completed, but in no event for more than two (2) years after the effective date of this Agreement.

- 3.8 Each city has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each city has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective cities.
- 3.9 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.
- 3.10 This Agreement and all rights and obligations contained herein may not be assigned without the prior written approval of the other party.
- 3.11 If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 3.12 This Agreement represents the entire and integrated agreement between COLLEGE STATION and BRYAN and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by written instrument approved and executed by the parties.
- 3.13 Notwithstanding any provision herein to the contrary, this Agreement is terminable at the will of either City Council for non-appropriation of funds during any fiscal year during the term hereof.
- 3.14 The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

SIGNED this the _____ day of _____, 2006.

CITY OF BRYAN

CITY OF COLLEGE STATION

BY: _____
Ernie Wentreck, Mayor

BY: _____
Ron Silvia, Mayor

ATTEST:

Mary Lynne Stratta, City Secretary

APPROVED:

Mary K. Moore, City Manager

Michael J. Cosentino, City Attorney

Hugh R. Walker, Deputy City Manager

ATTEST:

Connie Hooks, City Secretary

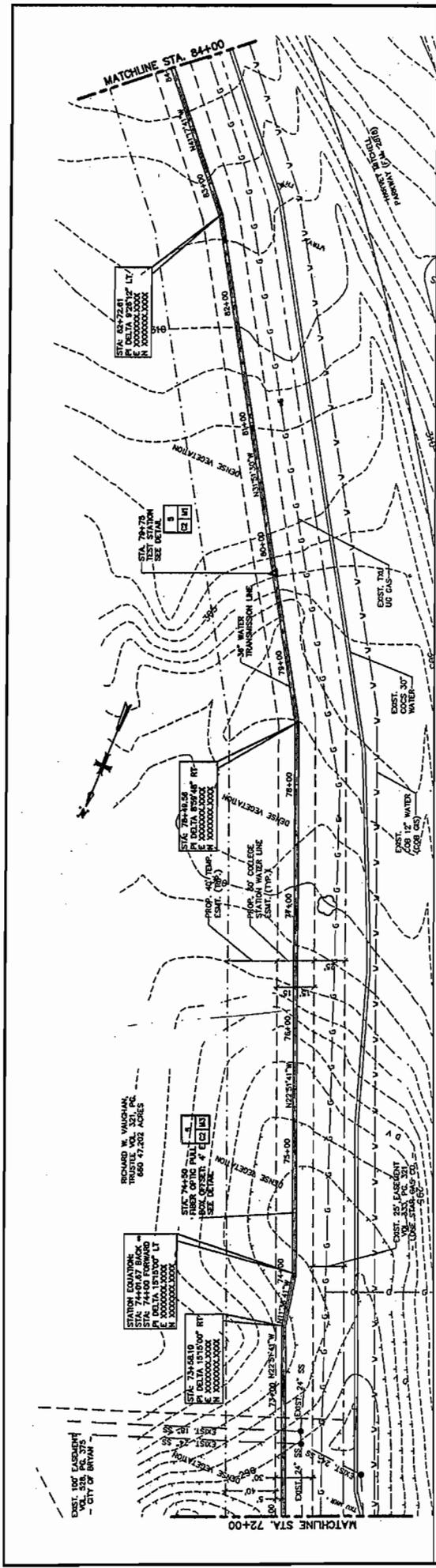
APPROVED:

Glenn Brown, Acting City Manager



City Attorney

Jeff Kersten, Chief Financial Officer



36" WATER TRANSMISSION LINE
PLAN AND PROFILE
STA. 72+00 TO STA. 84+00
 SCALE: HOR. 1"=40', VERT. 1"=4'

CITY OF COLLEGE STATION
WATER PRODUCTION SYSTEM EXPANSION
TRANSMISSION LINE (PHASE III)
 CONTRACT NO. 8

MALCOLM PIRNIE INC.
 DATE: APRIL 2004
 CB SHEET 13 OF 30
 CAD REF. NO. 3939036-032

NO.	DATE	BY	CHKD	APP

THIS DOCUMENT IS RELEASED UNDER THE PROVISIONS OF THE OPEN RECORDS ACT OF MISSOURI. IT IS THE POLICY OF MALCOLM PIRNIE INC. TO MAKE ALL INFORMATION CONTAINED HEREIN AVAILABLE TO THE PUBLIC. DATE: JUNE 30, 2004.

CONTRACTOR TO FIELD LOCATE EXISTING AND LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY OWNERS REPRESENTATIVE OF ANY CONFLICTS (TYP)

EXHIBIT A

David Coleman - Beck Street Casing Quote from Young for CS waterline crossing of Beck

From: "Kaspar, W. Paul " <pkaspar@bryantx.gov>
To: "Spencer Thompson" <Sthompson@cstx.gov>, "David Coleman" <dcoleman@cstx.gov>, "Edwin Savage" <Esavage@cstx.gov>
Date: 6/20/2006 10:18 AM
Subject: Beck Street Casing Quote from Young for CS waterline crossing of Beck
CC: "Martin, Michael" <MMartin@ekmail.com>, "Huff, Linda G" <lhuff@bryantx.gov>

Gentlemen:

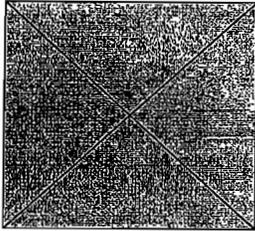
Attached is the requested quote for the casing to be installed across the new Beck Street Extension near FM2818. You may notice in the items list that they are using a crane. Once they ran the numbers for the weight of the casing they were uncomfortable lifting the casing with a trackhoe and the cost of renting the crane actually came out to be the cheapest.

Take a look and let me know how we are to proceed. Should they do the work and then send you a bill separate from our contract? Do you want us to change order into our contract and there be an interlocal between the Cities? A separate contract between CS and Young? Lots of options.

Paul

W. Paul Kaspar, P.E., CFM
Assistant City Engineer
City of Bryan Engineering Services
(979) 209-5030 (979) 209-5035 (fax)
pkaspar@bryantx.gov
<http://www.bryantx.gov>
<http://www.thegoodlifetexasstyle.com>

EXHIBIT B



YOUNG CONTRACTORS, INC.

2001 Marlin Highway 6
P.O. Drawer 1800
Waco, Texas 76705
(254)754-2324 Fax (254)752-2305

6310 Highway 21 West
P.O. Box 674
Bryan, Texas 77806
(979)779-1112 Fax (979)823-2797

June 16, 2006

Mr. W. Paul Kaspar, P.E.
City of Bryan Engineering Services
P. O. Box 1000
Bryan, Texas 77805

Project: Beck Street Extension
City Job No. 332-D3-0203
Bid No. 06-057

RE: LTO-010 Quote Request – Casing Installation

Dear Mr. Kaspar,

As requested, we are submitting the price for installing 60" x 5/8" Steel Casing at Beck Street near FM 2818.

The cost breakdown is as follows:

Item	Description	Qty	UM	Unit Price	Total
1	Labor, Equipment & Material for Casing	111	LF	\$541.00	\$60,051

This quote includes the following:

- Labor
- Equipment
- 60" x 5/8" Steel Casing
- Temporary End Seals
- Excavation and Spoil Removal
- Cement Sand Backfill (to existing elevation)
- Crane Service
- Welding Service

If you require additional information regarding this quote, please contact me.

Sincerely,

Edgar Acosta
Estimator
Young Contractors, Inc.

Cc: 3962047 Job File

SH 21

SEE INSET
BECK ST

HARVEY MITCHELL PKWY (FM 2818)

INSET

PROPOSED PARALLEL TRANSMISSION LINE

BECK ST

HARVEY MITCHELL PKWY

LEONARD RD

David Coleman - Beck Street Casing Quote from Young for CS waterline crossing of Beck

From: "Kaspar, W. Paul " <pkaspar@bryantx.gov>
To: "Spencer Thompson" <Sthompson@cstx.gov>, "David Coleman" <dcoleman@cstx.gov>, "Edwin Savage" <Esavage@cstx.gov>
Date: 6/20/2006 10:18 AM
Subject: Beck Street Casing Quote from Young for CS waterline crossing of Beck
CC: "Martin, Michael" <MMartin@ekmail.com>, "Huff, Linda G" <lhuff@bryantx.gov>

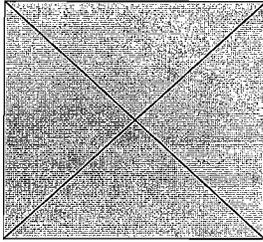
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- Equipment
- 60" x 5/8" Steel Casing
- Temporary End Seals
- Excavation and Spoil Removal
- Cement Sand Backfill (to existing elevation)
- Crane Service
- Welding Service

If you require additional information regarding this quote, please contact me.

Sincerely,

Edgar Acosta
Estimator
Young Contractors, Inc.

Cc: 3962047 Job File

July 27, 2006
Consent Agenda
Exception to Policy for Sewer Service to the Oakland Ridge Development

To: Mr. Glenn Brown, City Manager

From: Mr. John Woody, Director, Water Services Department

Agenda Caption: Presentation, possible action, and discussion for the approval of an exception to Policy to allow Oakland Ridge Partners to construct sewer infrastructure necessary to connect the Oakland Ridge homes to the City sewer system.

Recommendation: Staff recommends Council approve this request.

Summary: Oakland Ridge Partners, LLC has requested the City provide sewer service to homes that will be constructed in the Oakland Ridge subdivision, which is located on Jones Butler Road, near Cain Road. Their letter, with map, is attached. This 40 acre tract is outside the City's current certificated area for sewer, but it is within the City's extra-territorial jurisdiction (ETJ) and within the area that the City has applied for the sewer Certificate of Convenience and Necessity (CCN). The Developer has consented to be included in the City's CCN. The City's sewer CCN application has not yet been approved by the TCEQ, however, the area is presently not certificated and the City has the legal right to provide this sewer service

In January 2006, City Council approved a request from Mr. Tony Jones for him to construct a sewer line along Cain Road, for the City to provide sewer service to his development, Las Palomas. This current request from Oakland Ridge, if approved, would allow Oakland Ridge to participate with Mr. Jones in the cost of constructing the sewer line that would service both Las Palomas and Oakland Ridge.

City Policy states that the City may provide sewer service outside the City limits or the City's sewer certificated area, only in certain situations. (See attachment.) Since the City does not yet hold the CCN for this area, an exception to Policy is required. Exceptions are allowed for three cases, one of which is for health and safety reasons. The health and safety of all the area residents is much better served by having this development connected to the City sewer system, rather than being served by a small sewage treatment package plant that would discharge into one of the local ponds. On this basis, staff recommends approval of this request, to grant an exception to City Policy.

Budget & Financial Summary: City funds are not required to execute this project.

Attachments:

Letter from Oakland Ridge Partners, including map
Policy on extension of utilities to the ETJ

Oakland Ridge Partners, LLC

108 Mile Drive
College Station, Texas 77845

June 27, 2006

Mr. David Coleman, P.E.
Utilities Division Manager
City of College Station
1101 Texas Avenue
College Station, Texas 77842

RE: SANITARY SEWER SERVICES FOR OAKLAND
RIDGE SUBDIVISION, BRAZOS COUNTY TEXAS

Dear Mr. Coleman,

Please allow this letter to serve as a formal request for the City of College Station to acquire a Certificate of Convenience and Necessity (CCN) in order to establish itself as the sole sanitary sewer service provider to the above referenced project.

Said project is located outside existing College Station city limits and current CCN, however, same project does lie well within the City's ETJ (See attached Exhibit "A").

We understand that City Council Resolution in regard to providing sanitary sewer service outside City limits and/or CCN does not permit such without an exception and therefore we are with this letter also requesting an exception be made for this tract.

Sanitary sewer wastewater will be collected within the bounds of the subject tract by normal gravity flow methods, no lift station will be required to convey said wastewater to the City's proposed twelve inch (12") diameter sanitary sewer main that as you know is currently being constructed as part of the Las Palomas Subdivision project the same of which was recently granted City sanitary sewer service.

Oakland Ridge Partners, LLC will be financially responsible for the construction of the aforementioned on-site gravity flow sanitary sewer collection system in accordance with City of College Station and TCEQ Rules & Regulations. No off-site sanitary sewer utility lines or associated easements will be required as the Las Palomas Subdivision sanitary sewer improvements literally brought service to our "front door".

As a side note of interest, Oakland Ridge Partners, LLC was asked by Tony Jones, the owner/developer of Las Palomas Subdivision, to participate in the cost of constructing the aforesaid twelve inch (12") diameter sanitary sewer line and we have agreed by means of formal written contract to reimburse Mr. Jones a portion of the cost associated with the construction of same sanitary sewer line.

Please process this letter of request at your earliest convenience and if you have questions or problems with the items contained herein please do not hesitate to call me at (979) 219-0405 or Earl Havel at (979) 574-0443.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "David S. Borsack".

David S. Borsack
Managing Partner

LOCATION OF OAKLAND
RIDGE SUBDIVISION
39.87 ACRES

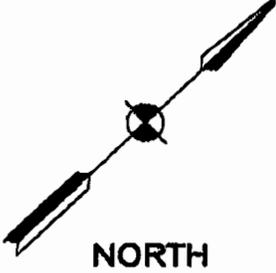
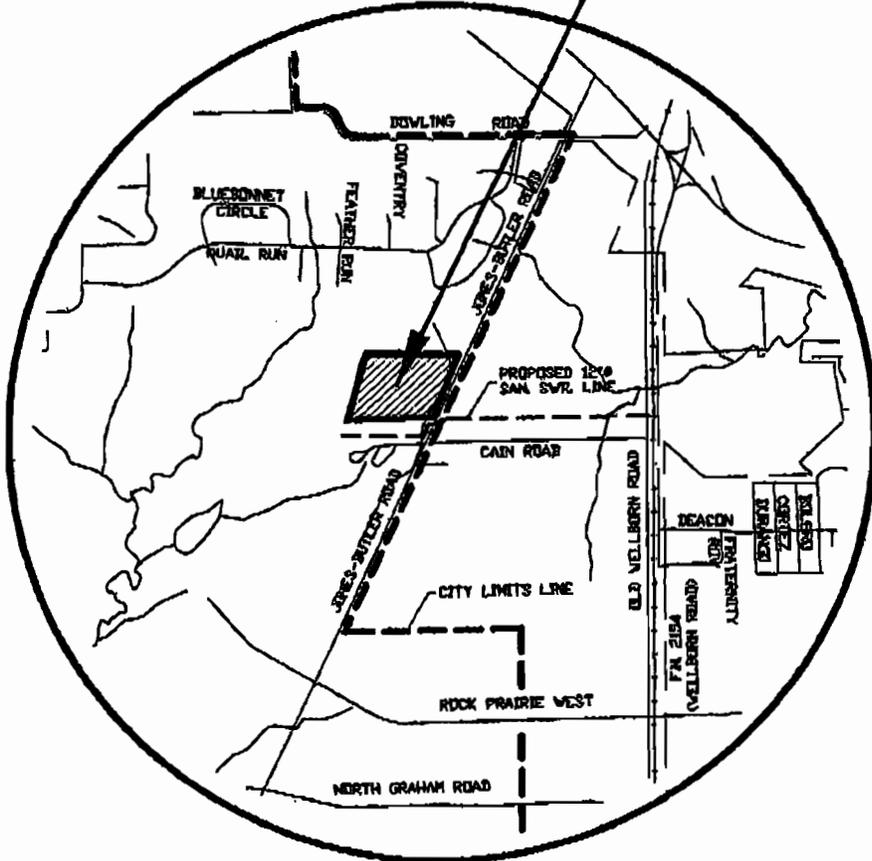


EXHIBIT "A" - VICINITY MAP

NTS.

RESOLUTION NO. 2-9-2006-13.04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AN OFFICIAL POLICY REGARDING THE EXTENSION OF WATER AND SEWER UTILITY SERVICES TO PROPERTIES WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF COLLEGE STATION, TEXAS.

WHEREAS, The City Council of the City of College Station adopted its current Comprehensive Plan in 1997, that includes *Section 2.09 Utility Goals and Objectives*; and

WHEREAS, The City Council of the City of College Station adopted, as part of the Comprehensive Plan, *Utility Objective 2.1* that states "Water service should be extended to undeveloped areas outside the city limits only as a condition of annexation"; and

WHEREAS, The City Council of the City of College Station adopted, as part of the Comprehensive Plan, *Utility Objective 3.1* that states "Sewer service should be extended to undeveloped areas outside the city limits only as a condition of annexation"; and

WHEREAS, the City of College Station has a Certificate of Convenience and Necessity for water and a Certificate of Convenience and Necessity wastewater is pending in certain parts of the City's Extraterritorial Jurisdiction in order to facilitate orderly development in that area; and

WHEREAS, under State law a certificated entity has the duty to serve in the area of convenience and necessity; and

WHEREAS, under State law cities have no land use control authority beyond the City Limits; now, therefore,

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

PART 1: That the City Council hereby approves this resolution adopting a policy stating that water and sewer utility services will not be available to properties outside the City's corporate limits without a petition for annexation from said properties meeting the legal requirements of such petitions or areas not certificated to the City of College Station for that service.

PART 2: That the City Council hereby requires that if the extension of service to a property is requested that is outside the City Limits of College Station, the Developer will extend utility service to the property under the supervision of City Staff and based on construction plans approved by the City Engineer. All construction will be in accordance with the fire code, TCEQ, and the City Subdivision Ordinance, whichever is more restrictive. The cost of the extension

of utility service will be borne solely by the Developer. Any upgrades in infrastructure required to meet fire, pressure, and/or TCEQ rules will be completed by the Developer at their expense. In the event of future connections to the utility service by other Subdivisions or Developers the original Developer will be reimbursed a prorated share based on calculations and methodology established within Chapter 11, Section 3: Water and Sewer Main Extension Policies. The cost shall be determined based on the point of connection of the new development.

If a developer determines that circumstances require that a package sewage treatment plant facility is appropriate, the cost and construction of such shall be borne by the developer and dedicated to the City for operation and maintenance. At such time that sewer lines can be extended by the City (or other new developments in the vicinity) to serve an area being served by a package plant, the facility shall be abandoned and removed at the City's discretion.

PART 3: That the City Council hereby agrees that it may grant exceptions as it deems necessary to the best interests of the City of College Station in the following cases:

- for other governmental agencies through an inter-local agreement,
- for the purpose of economic development; or
- for health and safety reasons

PART 4: That the City Council hereby establishes an annexation policy and program to incorporate affected areas in a manner that sufficiently addresses planning and development issues for these utility systems.

PART 5: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 9th day of February, 2006.

ATTEST:


 CONNIE HOOKS, City Secretary

APPROVED:


 RON SILVIA, Mayor

APPROVED:


 City Attorney

July 27, 2006
Consent Agenda
Installation of Communication Towers in the Wellfield

To: Glenn Brown, City Manager

From: John Woody, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding the adoption of a resolution approving contract # 06-242 to Quality Tower Service totaling \$59,250.00 for the installation of communications towers in College Station's well field.

Recommendation: Staff recommends Council approve this resolution.

Summary: The City has performed a security analysis of our Water Production Facilities as mandated by the Homeland Securities Act. Pursuant to that analysis, the City is currently installing additional security features in the well field. The City has purchased the communication towers necessary to support these features under separate contract. Contract 04-242 provides for the installation of these towers at each well site and Sandy Point Pump Station.

Budget & Financial Summary: Although five vendors requested a bid package in response to Invitation to Bid # 06-114, only one, Quality Tower Service, actually submitted a bid. Quality Tower Service's bid of \$59,250.00 is fair and reasonable. Re-bidding this work is unlikely to produce any savings and would delay implementation of our security features. Water Capital Improvements Projects Funds are budgeted and available.

Attachments:

- 1) Resolution for Communication Tower Installation.
- 2) Bid Tabulation # 06-114

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE INSTALLATION OF WELLFIELD COMMUNICATIONS TOWERS PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Installation of Wellfield Communications Towers Project; and

WHEREAS, the selection of Quality Tower Services, Ltd. is being recommended as the lowest responsible bidder for the construction services related to Installation of Wellfield Communications Towers Project now, therefore,

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

PART 1: That the City Council hereby finds that Quality Tower Services, Ltd. is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Quality Tower Services, Ltd. for \$59,250.00 for the labor, materials and equipment required for the improvements related the Installation of Wellfield Communications Towers Project.

PART 3: That the funding for this Project shall be as budgeted from the Water Capital Improvements Projects Fund, in the amount of \$59,250.00.

PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2006.

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:



City Attorney

July 27, 2006
Consent Agenda
Change Order #1 Contract 05-236, Phone System Replacement

To: Glenn Brown, City Manager

From: Olivia Burnside, Chief Information Officer

Agenda Caption: Presentation, possible action, and discussion regarding approval of Change Order #1 for Contract # 05-236, Phone System Replacement (Project CO 0400), with eLinear Solutions Inc. for a reduction in the amount of \$28,974.52.

Recommendation(s): Staff recommends approval.

Summary: This change order removes the purchase of spare phones and modules from the project (Item 1, 2 and 3), reconciles actual services provided with original projected services specified in the contract for phone placement and cabling (Items 4 and 5) and accounts for material substitutions (Items 6 and 7).

Budget & Financial Summary: Contract 05-236 was awarded to eLinear Solutions and approved by Council on August 8, 2005 for a total amount of \$819,669.78. Subsequently PO 051095 was issued for this full contract amount. This change order decreases the contract and PO total to \$790,695.26, a decrease and net return to the Project of \$28,974.52.

Attachments:

Change Order No. 1 to contract 05-236
Contract 05-236
PO 051095

N/A - IT Project			
CITY ENGINEER	Date	MAYOR	Date
<i>Steven W. Burt</i>	7-10-07		
DEPARTMENT DIRECTOR/ ADMINISTRATOR	Date	CITY SECRETARY	Date

Initial Order Description

eLinear Inc., a United States based corporation with corporate headquarters located at 2901 West Sam Houston Pkwy, Suite E-300, Houston, TX, authorized to do business in the state of Texas. ("SELLER") agrees to supply equipment ("Machines"), software ("Programs") and Services to the City of College Station, a Texas home-rule municipal corporation ("Purchaser") and to make available the manufacturer's System Maintenance services ("Maintenance Services") to Purchaser under the terms of this Agreement. Collectively, Machines and Programs are referred to as "Products".

The Products, Services and Maintenance Agreement to be provided to Purchaser are specified in Exhibits 1, 2 and 3 respectively. The parties may enter into new product schedules from time to time which shall be governed by this Agreement, provided all such product schedules shall be in writing, shall be signed by both parties, shall be sequentially numbered (Product Schedule A-1, A-2, A-3, etc.), and shall reference this Agreement and may not alter, amend, or modify this Agreement. Alternatively, Purchaser may provide SELLER with a purchase order for additional Products or Maintenance Services, which is in Purchaser's standard form. However, Purchaser acknowledges and agrees that, notwithstanding anything in Purchaser's standard form purchase order to the contrary, the Additional Terms of this Agreement will govern all additional orders of Products, Services and/or Maintenance reflected on product schedules or purchase orders SELLER accepts from Purchaser after the date hereof. . No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid for except upon the prior written order from authorized personnel of the City.

The original contract price may not be increased by more than **twenty-five percent (25%)**. Written change orders that do not exceed **twenty-five percent (25%)** of the original contract amount may be made or approved by the City Manager or his delegate if the change order is less than **Twenty-five Thousand Dollars (\$25,000.00)**. Changes in excess of **Twenty-five Thousand Dollars (\$25,000.00)** must be approved by the City Council prior to commencement of the services, work or delivery of equipment. **Any change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealing between the parties, nor implied acceptance of additional Work or changes to the Contract shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Seller in connection with any additional work, services or equipment shall be included in any change order and Seller's failure to include any such cost shall act to Waive and Release any claim for such non included cost.

The price for all Products, Services and the first year of Maintenance Support is shown in Exhibit 1. SELLER certifies that all known equipment, hardware, software and services to provide a complete turnkey telephone system as stated in SELLER's response to RFP #04-82, including modifications made by this Agreement and Exhibits is included in Exhibit 1. PURCHASER agrees to pay the total price of all Products, Project Management, Training and Support Materials. Services are described in the Statement of Work contained in Exhibit 2 and in the Technical Specifications to RFP #04-82 and SELLER's response to RFP #04-82 Technical Specifications, incorporated herein by reference. Maintenance Agreement Terms and Conditions are described in Exhibit 3.

Warranty

Seller represents and warrants that (1) the Hardware and the Licensed Software identified herein constitute all the applications or systems software or interfaces required by City to operate the Licensed Software; (2) the Licensed Software, as delivered to City hereunder, shall operate on or with the Hardware identified ; (3) the Licensed Software, as delivered to City hereunder shall meet the specifications, and documentation without the need for customization, or modification, or the delivery of any additional Services not included as part of this agreement; (4) the Licensed Software shall be compatible with City's existing data files, business information, and systems, such that significant additional applications or systems software or interfaces shall not be required to be produced or procured in order to complete the implementation of the Licensed Software; (5) and the Licensed Software shall be free of any defect in material of the media in which the Licensed Software is delivered, specified or provided by Licensor.

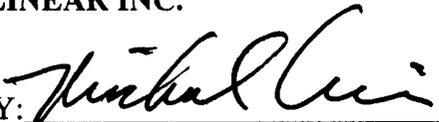
SELLER warrants that all equipment and parts delivered will be new and not reconditioned or previously used and will perform in accordance with manufacturer's specifications. eLinear shall maintain a trained staff capable of rendering the services set forth in this Agreement.

This Master Product Agreement, including the Additional Terms and Exhibits, form the complete Agreement (the "Agreement") regarding these Products, Services and Maintenance Agreements and replace and supercede any prior oral or written communication between us, including, without limitation, any purchase order that Purchaser issues for these Products, Services or Maintenance Agreements. The priority of documents shall be as follows:

- (1) This signed Agreement
- (2) Addendum to this Agreement
- (3) City's Request for Proposal
- (4) Contractor's Response to City's Request for Proposal
- (5) System specifications

By signing below, the parties agree to these terms.

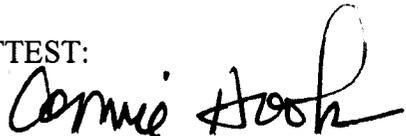
Agreed to
eLINEAR INC.

BY: 
 Printed Name: Michael Lewis
 Title: CEO
 Date: 7/21/05

Agreed to:
CITY OF COLLEGE STATION

BY: 
 Ron Silvia, Mayor
 Date: 8-16-05

ATTEST:


 Connie Hooks, City Secretary
 Date: 8-17-05

APPROVED:


 Glenn Brown, Acting City Manager
 Date: 8/16/05


 City Attorney
 Date: 8-15-05


 Jeff Kersten, Finance & Strategic
 Planning Director
 Date: 8-10-05

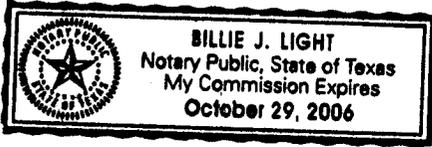
STATE OF TEXAS)

ACKNOWLEDGMENT

74

COUNTY OF Harris)

This instrument was acknowledged before me on the 21 day of July, 2005 by Michael Lewis in his/her capacity as CEO of eLinear Solutions, Inc., a corporation, on behalf of said corporation.



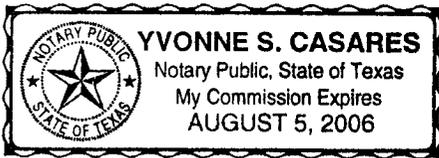
Billie J. Light
Notary Public in and for
the State of Texas

STATE OF TEXAS)

ACKNOWLEDGMENT

COUNTY OF BRAZOS)

This instrument was acknowledged before me on the 16th day of August, 2005 by Ron Sauer, in his capacity as Mayor of the City of College Station, a Texas home-rule municipality, on behalf of said municipality.



Yvonne S. Casares
Notary Public in and for
the State of Texas

Order, Delivery and Installation

Unless Purchaser requests otherwise and pays the corresponding charges, all Products are shipped via normal ground transportation. SELLER bears the risk of loss for each Product until it is accepted by Purchaser. Thereafter, Purchaser assumes the risk of loss

Acceptance Testing

Delivery and installation of the Products covered under this Agreement will occur in phases and at various locations as specified in the Statement of Work (SOW) and in accordance with the Project Plan (to be submitted by SELLER at the Project Initiation Meeting and accepted by the City Project Manager as specified in the SOW). Once the Products are installed at any specific location as specified herein, SELLER shall notify the Purchaser that the Product(s) as specified has been installed in good working order and is ready for use, that the modifications or enhancements are completed as defined and specified herein, are in good working order, ready for use, and to the best of SELLER's knowledge is one hundred percent operational and that the Product(s) as then installed are ready for testing at that location.

Following installation of the Products at all locations, SELLER shall notify the Purchaser in writing that the Products as specified have been installed in good working order and are ready for use, that the modifications or enhancements are completed as defined and specified herein, are in good working order, ready for use, and to the best of SELLER's knowledge are one hundred percent operational and that the Products as then installed are ready for system testing. The date of this notification by SELLER, is termed the Installation Completion Date. At that point, Purchaser shall have 30 consecutive days to perform and complete acceptance testing on-site.

If the Product(s) as installed and represented passes such testing as specified in the RFP and SELLER's response to the RFP, Purchaser shall so notify SELLER in a writing termed the Certificate of Acceptance. The date of this document is designated as the **Acceptance Date**, and marks the beginning of the initial one year warranty period. If the Product(s) as installed fails to pass such testing, Purchaser shall notify SELLER in writing and SELLER shall then have 20 working days to correct any failure. SELLER shall then certify to Purchaser that the failure has been corrected and Purchaser shall have ten 10 working days for additional testing at which time Purchaser shall supply the Certificate of Acceptance if the deliverable(s) passes testing. If the Products(s) fails testing twice, at City's option, (1) the Correction Period may be extended as may be agreed by the parties; or (2) City may terminate this Agreement, return the specifications, product and documentation to SELLER and SELLER will refund to Purchaser any payments previously remitted for the Products(s).

Payment and Assignment

Purchaser agrees to supply tax exemption documentation to SELLER. SELLER will submit Invoices in duplicate to the City of College Station, Accounting Dept., P.O. Box 9973, College Station, Texas 77842-0973. If invoices are subject to cash discount, discount period to be taken from the date of completion of order or date of receipt of invoice, whichever occurs last regardless of whether or not correct discount terms appear on invoice. All undisputed invoices to be paid in full within 30 days of receipt of invoice. The City will make installment payments in accordance with the following schedule:

- 20% Down Payment, within 30 days of Contract award
- 30% Upon Delivery and Installation of Equipment and Cabling at 4 Core sites (as defined in RFP and Statement of Work)
- 30% Successful cutover to the new system
- 20% Systems acceptance (defined as the date on the written Certificate of Acceptance)

Training charges will not be invoiced until completion of training. All undisputed amounts payable under this Agreement that remain unpaid for more than thirty (30) days are subject to TEX. GOV'T. CODE SECTION 2251.001 ET. SEQ. as amended.

Purchaser selects SMARTnet 24x7x4 SMARTnet Maintenance Service and Software Application Support plus Upgrades under this agreement and described in Exhibit 3. All Products and Maintenance Services covered under this Agreement and Exhibits will be purchased from SELLER and not direct from any other vendor or Company.

Title and License

The application, use and other aspects of the Programs are solely governed by the terms and conditions of the applicable agreement between Purchaser and the Owner of the Program. Purchaser does not receive title to any Program, but only the right to use the Program under the applicable license agreement between Purchaser and the Owner of the Program.

Escrow

Purchaser will not be furnished source code, but may at Purchaser's expense enter into a mutually acceptable agreement with SELLER to have source code deposited with a third party escrow agent.

Copyright Notices

SELLER and other third party software vendors shall have the unrestricted right to include copyright notices on all products provided by SELLER. Purchaser agrees to reproduce all copyright notices as provided by SELLER. and other third party software vendors and agrees not to make any adjustment or alteration to such copyright notices.

Right to Use

Purchaser shall have use of the Licensed Program Materials on computer processing units, switches, and routers as defined in the accompanying Cisco Master Services Agreement (Exhibit 3).

Product Documentation

SELLER will provide Purchaser two copies each of detailed technical documentation for the use of Purchaser's product. One copy will be in a searchable PDF document the other will be a printed document, organized in three-ring binders. Purchaser may reproduce additional copies of said documentation solely for its own use.

"Documentation" means all specifications, manuals, drawings, and other media and materials other than Equipment and Software. Other documentation such as Instruction Manuals and Training Manuals as specified in section 5.16.16 of RFP #04-82 Technical Specifications.

WARRANTY

ELINEAR WARRENTS ALL PRODUCTS DELIVERED UNDER THIS AGREEMENT TO BE NEW AND DOES NOT CONTAIN RECONDITIONED PARTS, FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM INSTALLATION AND ACCEPTANCE BY PURCHASER. ELINEAR WILL REPLACE AND INSTALL, AT NO COST TO PURCHASER, ANY PRODUCTS THAT FAIL OR ARE DEFECTIVE OR NONCONFORMING WITH PRODUCT SPECIFICATIONS DURING THIS ONE YEAR PERIOD PROVIDED PURCHASER MAINTAINS AND OPERATES THE SYSTEM IN ACCORDANCE WITH SELLER'S INSTRUCTIONS AND WRITTEN DOCUMENTATION PROVIDED TO PURCHASER. THESE WARRANTIES ARE PURCHASER'S EXCLUSIVE WARRANTIES AND SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF ANY PRODUCT.

LIMITATION OF LIABILITY

IF EITHER PARTY IS ENTITLED TO RECOVER DAMAGES FROM THE OTHER, IN EACH INSTANCE, REGARDLESS OF THE BASIS ON WHICH DAMAGES CAN BE CLAIMED, EACH PARTY IS LIABLE ONLY FOR ACTUAL DAMAGES IN AN AMOUNT NO GREATER THAN THE PRICE PURCHASER HAS PAID FOR THE PRODUCT THAT IS THE SUBJECT OF THE CLAIM. UNDER NO CIRCUMSTANCES IS EITHER PARTY RESPONSIBLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF EITHER PARTY IS INFORMED OF THEIR POSSIBILITY.

BY ENTERING INTO THIS AGREEMENT THE CITY DOES NOT GIVE ITS CONSENT TO SUIT, WAIVE ITS GOVERNMENTAL IMMUNITY OR THE LIMITATIONS AS TO DAMAGES IN THE TEXAS TORT CLAIMS ACT.

Governing Law and Venue

This Agreement shall be governed by, subject to, and interpreted in accordance with the laws of the State of Texas and the United States of America, without regard to rules or laws regarding conflict of law. The parties hereto submit to the exclusive jurisdiction of the courts within the State of Texas.

Indemnification

It is further agreed that the Seller (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the hardware,

services and software provided by the SELLER under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

Release

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

Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

Force Majeure

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to any of the following unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay of failure: fire, flood, epidemic, strikes, acts of God, unusually severe weather, acts of public authorities, or delays of defaults caused by public carriers, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.

Term

This Agreement is effective from the date on which both parties execute this Agreement as set forth on the signature page hereto and shall remain in effect for the term provided herein.

Amendments

No amendment to this Agreement shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless waiver or consent to breach is in writing. The SELLER's response to the City of College Station is incorporated as part of this agreement and is incorporated as Exhibit 4.

Insurance

Prior to the commencement of any work under this Contract, SELLER shall furnish an original completed Certificate(s) of Insurance to the City's Finance Department, Attention: Risk Manager, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon. The original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the Purchaser. Purchaser shall have no duty to pay or perform under the Contract until such certificate shall have been delivered to the City's Finance Department. The City reserves the right to review the insurance requirements herein during the effective period of the Contract, including any extensions or renewal of the Contract, and to modify insurance coverage and their limits when deemed necessary and prudent by the City's Risk Manager, based upon changes in statutory law, court decisions, or circumstances surrounding the Contract. In no instance will the City allow modification whereupon the City may incur increased risk. Seller shall obtain and maintain in full force and effect, at the its sole cost and expense, for the duration of the Contract, including any extensions or renewal hereof, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to Purchaser, in the types and amounts shown in Exhibit 5.

**City of College Station
Bill of Materials
Cost Summary**

City Hall	\$174,996.14
Office of Technology and Information Services (OTIS)	\$262,785.68
Police Department	\$112,316.47
Utility Service Center (USC)	\$ 79,507.36
South Spur	\$ 20,837.16
Miscellaneous Sites	\$ 67,960.85
Cabling – All Sites (Not to Exceed)	\$ 82,584.00
Spare Phones (Not to Exceed)	
35 7960 w license & Maintenance @ \$300.84	\$ 10,529.40
8 7940 w license & Maintenance @ \$248.84	\$ 1,990.72
30 7914 Expansion Modules @ \$205.40	\$ 6,162.00
Total	\$819,669.78

City Hall

City of College Station - IPT Implementation Bill of Materials

Product Number	Product Description	Unit Price	Qty	Extended Price
City Hall 1st Floor				
CISCO2851-V/K9	2851 Voice Bundle,PVDM2-48,SP Serv,64F/256D	\$ 3,845.40	1	\$ 3,845.40
CAB-AC	Power Cord,110V	\$ -	1	\$ -
VIC2-2FXO	Two-port Voice Interface Card - FXO (Universal)	\$ 208.00	1	\$ 208.00
VVIC-1MFT-T1	1-Port RJ-48 Multiflex Trunk - T1	\$ 676.00	1	\$ 676.00
FL-SRST-SMALL	Feat Lic Survivable Remote Site Telephony up to 24 phones	\$ 390.00	1	\$ 390.00
S28NSPSK9-12308T	Cisco 2800 IOS SP SERVICES	\$ -	1	\$ -
PWR-2821-51-AC	Cisco 2821/51 AC power supply	\$ -	1	\$ -
ROUTER-SDM	Device manager for routers	\$ -	1	\$ -
PVDM2-48	48-Channel Packet Voice/Fax DSP Module	\$ -	1	\$ -
MEM2800-256D-INC	256MB DDR DRAM Memory factory default for the Cisco 2800	\$ -	1	\$ -
MEM2800-64CF-INC	64MB CF default for Cisco 2800 Series	\$ -	1	\$ -
CON-SNTP-C2851VK9	SMARTNET 24X7X4 2851 Voice Bundle,PV	\$ 982.96	1	\$ 982.96
WS-C3560G-48PS-E	Catalyst 3560 48 10/100/1000T PoE + 4 SFP Enhanced Image	\$ 7,014.80	1	\$ 7,014.80
CAB-16AWG-AC	AC Power cord, 16AWG	\$ -	1	\$ -
CON-SNTP-3560G48E	SMARTNET 24X7X4 Catalyst 3560 48 10/	\$ 1,139.60	1	\$ 1,139.60
GLC-LH-SM=	GE SFP,LC connector LX/LH transceiver	\$ 517.40	2	\$ 1,034.80
WS-C3560G-48PS-E	Catalyst 3560 48 10/100/1000T PoE + 4 SFP Enhanced Image	\$ 7,014.80	1	\$ 7,014.80
CAB-16AWG-AC	AC Power cord, 16AWG	\$ -	1	\$ -
CON-SNTP-3560G48E	SMARTNET 24X7X4 Catalyst 3560 48 10/	\$ 1,139.60	1	\$ 1,139.60
GLC-LH-SM=	GE SFP,LC connector LX/LH transceiver	\$ 517.40	2	\$ 1,034.80
WS-C3560G-48PS-E	Catalyst 3560 48 10/100/1000T PoE + 4 SFP Enhanced Image	\$ 7,014.80	1	\$ 7,014.80
CAB-16AWG-AC	AC Power cord, 16AWG	\$ -	1	\$ -
CON-SNTP-3560G48E	SMARTNET 24X7X4 Catalyst 3560 48 10/	\$ 1,139.60	1	\$ 1,139.60
GLC-LH-SM=	GE SFP,LC connector LX/LH transceiver	\$ 517.40	2	\$ 1,034.80
GLC-SX-MM=	GE SFP,LC connector SX transceiver	\$ 260.00	1	\$ 260.00
VG248	48 Port Voice over IP analog phone gateway	\$ 4,365.40	2	\$ 8,730.80
CAB-AC	Power Cord,110V	\$ -	2	\$ -
CON-SNTP-VG248	24x7x4 Svc, VG248 Analog Phn Gtwy	\$ 946.00	2	\$ 1,892.00
PEC-25CP15GY	25 pair 24AWG cable, male to female 50 pin Amphenol type 90°	\$ 18.98	4	\$ 75.92
VP24382TV25	24 RJ45 port patch panel w/ female RJ21 on back of panel	\$ 115.00	4	\$ 460.00
Cables	RJ-11 patch cables (approximate cost per 24 cables)	\$ 90.00	4	\$ 360.00
VG224	24 Port Voice over IP analog phone gateway	\$ 2,805.40	1	\$ 2,805.40
CAB-AC	Power Cord,110V	\$ -	1	\$ -

SVC-IPT-INF	Configure VG248 Analog Gateway	1	\$ 525.00	\$ 525.00
SVC-IPT-INF	Configure VG224 Analog Gateway	1	\$ 525.00	\$ 525.00
SVC-IPT-INF	Configure 3560 24 port switches	1	\$ 1,400.00	\$ 1,400.00
SVC-IPT-INF	Configure 3560 48 port switches	1	\$ 1,350.00	\$ 1,350.00
Total Installed Cost of System				\$ 174,996.14

Office of Technology and Information Services (OTIS)

City of College Station - IPT Implementation Bill of Materials

Product Number	Product Description	Unit Price	Qty	Extended Price
OTIS				
CISCO2851-V/K9	2851 Voice Bundle,PVDM2-48,SP Serv,64F/256D	\$ 3,845.40	1	\$ 3,845.40
CAB-AC	Power Cord,110V	\$ -	1	\$ -
VIC2-2FXO	Two-port Voice Interface Card - FXO (Universal)	\$ 208.00	1	\$ 208.00
VVIC-1MFT-T1	1-Port RJ-48 Multiflex Trunk - T1	\$ 676.00	1	\$ 676.00
FL-SRST-SMALL	Feat Lic Survivable Remote Site Telephony up to 24 phones	\$ 390.00	1	\$ 390.00
S28NSPSK9-12308T	Cisco 2800 IOS SP SERVICES	\$ -	1	\$ -
PWR-2821-51-AC	Cisco 2821/51 AC power supply	\$ -	1	\$ -
ROUTER-SDM	Device manager for routers	\$ -	1	\$ -
PVDM2-48	48-Channel Packet Voice/Fax DSP Module	\$ -	1	\$ -
MEM2800-256D-INC	256MB DDR DRAM Memory factory default for the Cisco 2800	\$ -	1	\$ -
MEM2800-64CF-INC	64MB CF default for Cisco 2800 Series	\$ -	1	\$ -
CON-SNTP-C2851VK9	SMARTNET 24X7X4 2851 Voice Bundle,PV	\$ 982.96	1	\$ 982.96
WS-C3560G-48PS-E	Catalyst 3560 48 10/100/1000T PoE + 4 SFP Enhanced Image	\$ 7,014.80	1	\$ 7,014.80
CAB-16AWG-AC	AC Power cord, 16AWG	\$ -	1	\$ -
CON-SNTP-3560G48E	SMARTNET 24X7X4 Catalyst 3560 48 10/	\$ 1,139.60	1	\$ 1,139.60
GLC-LH-SM=	GE SFP,LC connector LXLH transceiver	\$ 517.40	2	\$ 1,034.80
WS-C3560G-48PS-E	Catalyst 3560 48 10/100/1000T PoE + 4 SFP Enhanced Image	\$ 7,014.80	1	\$ 7,014.80
CAB-16AWG-AC	AC Power cord, 16AWG	\$ -	1	\$ -
CON-SNTP-3560G48E	SMARTNET 24X7X4 Catalyst 3560 48 10/	\$ 1,139.60	1	\$ 1,139.60
GLC-LH-SM=	GE SFP,LC connector LXLH transceiver	\$ 517.40	3	\$ 1,552.20
GLC-SX-MM=	GE SFP,LC connector SX transceiver	\$ 260.00	1	\$ 260.00
CALLMANAGER-4.1	CallManager 4.1 Top Level Part Number	\$ -	1	\$ -
MCS-7835-H1-IPC1	HW Only MCS-7835-H1 with 2048MB RAM and Two 72GB SCSI HD	\$ 6,240.00	1	\$ 6,240.00
CAB-AC	Power Cord,110V	\$ -	2	\$ -
CM4.1-K9-7835=	SW CallMgr 4.1, MCS 7835	\$ 4,157.40	1	\$ 4,157.40
CON-SAU-CM4-7835	SW APP SUPP + UPGR CallMgr 4.X - MCS-7835	\$ 2,814.24	1	\$ 2,814.24
CON-SNTP-MCS78351	SMARTNET 24X7X4 HW Only MCS-7835-H1	\$ 1,351.68	1	\$ 1,351.68
IPCX-3.Y-ENHANCED		\$ -	1	\$ -
IPCX-3YENH-SVR1	IPCX 3.5 or later 3.Y Enh Server (SW only)	\$ 3,117.40	1	\$ 3,117.40

KEY-CER1.2-500=	CER 1.2 USR LIC, 500 PHONES	1	\$	2,600.00	\$	2,600.00
CON-SAU-CER100-1X	SW APP SUPP + UPGR CER 1.2, 100 USR LICs	1	\$	176.00	\$	176.00
CON-SAU-CER100-1X	SW APP SUPP + UPGR CER 1.2, 100 USR LICs	1	\$	176.00	\$	176.00
CON-SAU-CER500-1X	SW APP SUPP + UPGR CER 1.2, 500 USR LICs	1	\$	880.00	\$	880.00
VG248	48 Port Voice over IP analog phone gateway	1	\$	4,365.40	\$	4,365.40
CAB-AC	Power Cord, 110V	1	\$	-	\$	-
CON-SNTP-VG248	24x7x4 Svc, VG248 Analog Phn Gtwy	1	\$	946.00	\$	946.00
PEC-25CP15GY	25 pair 24AWG cable, male to female 50 pin Amphenol type 90°	2	\$	18.98	\$	37.96
VP24382TV25	24 RJ45 port patch panel w/ female RJ21 on back of panel	2	\$	115.00	\$	230.00
Cables	RJ-11 patch cables (approximate cost per 24 cables)	2	\$	90.00	\$	180.00
VG224	24 Port Voice over IP analog phone gateway	1	\$	2,805.40	\$	2,805.40
CAB-AC	Power Cord, 110V	1	\$	-	\$	-
SVGVG-12307T	Cisco VG200 Series IP SUBSET/VOICE	1	\$	-	\$	-
MEM-224-1X64F-U	64MB Flash Memory for VG224 (Factory Upgrade)	1	\$	-	\$	-
MEM-224-1X128D-U	128MB DRAM Memory for VG224 (Factory Upgrade)	1	\$	-	\$	-
CON-SNTP-VG224	SMARTNET 24X7X4 24 Port Voice over I	1	\$	608.08	\$	608.08
PEC-25CP15GY	25 pair 24AWG cable, male to female 50 pin Amphenol type 90°	1	\$	18.98	\$	18.98
VP24382TV25	24 RJ45 port patch panel w/ female RJ21 on back of panel	1	\$	115.00	\$	115.00
Cables	RJ-11 patch cables (approximate cost per 24 cables)	1	\$	90.00	\$	90.00
CP-7960G	Cisco IP Phone 7960G, Global	42	\$	215.80	\$	9,063.60
SW-CCM-UL-7960	CallManager Unit license for single 7960 IP phone	42	\$	78.00	\$	3,276.00
CON-SNT-CP7960	8x5xNBD Svc, IP Phone 7960, Mgr Set (w/User Lic)	42	\$	7.04	\$	295.68
CP-7914=	7914 IP Phone Expansion Module for 7960	8	\$	205.40	\$	1,643.20
CP-	Footstand kit for 2 7914s	8	\$	-	\$	-
DOUBLFOOTSTAND=	7900 Series Transformer Power Cord, North America	8	\$	19.76	\$	158.08
CP-PWR-CORD-NA=	Footstand kit for 2 7914s	8	\$	5.20	\$	41.60
CP-	Cisco IP Phone 7940G, Global	8	\$	19.76	\$	158.08
DOUBLFOOTSTAND=	CallManager Unit license for single 7940 IP phone	3	\$	163.80	\$	491.40
CP-7940G	CallManager Unit license for single 7940 IP phone	3	\$	78.00	\$	234.00
SW-CCM-UL-7940	8x5xNBD Svc, IP Phone 7940, Bus Set (w/ User Lic)	3	\$	7.04	\$	21.12
CON-SNT-CP7940	Lightweight headset w/ noise canceling mic, w/ cord	15	\$	79.95	\$	1,199.25
VXI Tuffset 10	Canary 20-slot chassis for media conversion modules	1	\$	385.43	\$	385.43
CCN-2000	Canary Ethernet Management module	1	\$	274.29	\$	274.29
CN-20MGNT	Canary Ethernet Management module	1	\$	232.84	\$	232.84
CN-20RP	Canary Redundant Power module	1	\$	336.00	\$	336.00
CN-2047SA	100 Mb Ethernet UTP-to-Single-Fiber Media Converter Modules	5	\$	336.00	\$	1,680.00
CN-1037A	Gigabit Ethernet UTP-to-Single-Fiber Media Converter Modules	4	\$	1,176.00	\$	4,704.00
CN-1037E4A	Gigabit Ethernet UTP-to-Single-Fiber Media Converter Modules (Ext. Dist.)	4	\$	1,176.00	\$	4,704.00
			\$	1,236.80	\$	4,947.20
Central Park HQ						
WS-C3560-48PS-S	Catalyst 3560 48 10/100 PoE + 4 SFP Standard Image	1	\$	3,377.40	\$	3,377.40
CAB-AC	Power Cord, 110V	1	\$	-	\$	-
CON-SNTP-356048PS	SMARTNET 24X7X4 Catalyst 3560 48 10/	1	\$	562.32	\$	562.32
GLC-LH-SM=	GE SFP,LC connector LX/LH transceiver	1	\$	517.40	\$	517.40

Services for OTIS/Municipal Court/Parks					
SVC-IPT-CCM	Install and Configure CallManager Subscriber	\$ 1,400.00	1	\$	1,400.00
SVC-IPT-IPC	Install and Configure IPCX Server	\$ 1,400.00	1	\$	1,400.00
SVC-IPT-UTY	Install and Configure Unity Server	\$ 1,400.00	1	\$	1,400.00
SVC-IPT-IPC	IPCX Configuration for 15 agents/supervisors	\$ 5,600.00	1	\$	5,600.00
SVC-IPT-CWK	Install and Configure Cisco Works LMS Server	\$ 7,000.00	1	\$	7,000.00
SVC-IPT-CER	Install and Configure CER Server	\$ 6,000.00	1	\$	6,000.00
SVC-IPT-INF	Install and Configure Cisco2851 Router	\$ 525.00	1	\$	525.00
SVC-IPT-DEP	Import 124 IP Phones and associate with users	\$ 700.00	1	\$	700.00
SVC-IPT-DEP	Deploy 124 IP Phones with 20 Sidecars to the desktops	\$ 1,575.00	1	\$	1,575.00
SVC-IPT-INF	Install and Configure CiscoVG224 analog gateways	\$ 525.00	1	\$	525.00
SVC-IPT-INF	Install and Configure CiscoVG248 analog gateways	\$ 700.00	1	\$	700.00
SVC-IPT-INF	Configure 3560 48 port switches	\$ 1,500.00	1	\$	1,500.00
SVC-IPT-INF	Install and Configure Canary Chassis and Management / Converter	\$ 650.00	1	\$	650.00
Total Installed Cost of System					\$ 262,785.68

Police Department

City of College Station - IPT Implementation Bill of Materials

Product Number	Product Description	Unit Price	Qty	Extended Price
Police Department				
CISCO2851-V/K9	2851 Voice Bundle,PVDM2-48,SP Serv,64F/256D	\$3,845.40	1	\$ 3,845.40
CAB-AC	Power Cord,110V	\$ -	1	\$ -
VIC2-2FXO	Two-port Voice Interface Card - FXO (Universal)	\$ 208.00	1	\$ 208.00
VVIC-1MFT-T1	1-Port RJ-48 Multiflex Trunk - T1	\$ 676.00	1	\$ 676.00
FL-SRST-SMALL	Feat Lic Survivable Remote Site Telephony up to 24 phones	\$ 390.00	1	\$ 390.00
S28NSPSK9-12308T	Cisco 2800 IOS SP SERVICES	\$ -	1	\$ -
PWR-2821-51-AC	Cisco 2821/51 AC power supply	\$ -	1	\$ -
ROUTER-SDM	Device manager for routers	\$ -	1	\$ -
PVDM2-48	48-Channel Packet Voice/Fax DSP Module	\$ -	1	\$ -
MEM2800-256D-INC	256MB DDR DRAM Memory factory default for the Cisco 2800	\$ -	1	\$ -
MEM2800-64CF-INC	64MB CF default for Cisco 2800 Series	\$ -	1	\$ -
CON-SNTP-				
C2851VK9	SMARTNET 24X7X4 2851 Voice Bundle,PV	\$ 982.96	1	\$ 982.96
WS-C3560G-48PS-E	Catalyst 3560 48 10/100/1000T PoE + 4 SFP Enhanced Image	\$7,014.80	1	\$ 7,014.80
CAB-16AWG-AC	AC Power cord, 16AWG	\$ -	1	\$ -
CON-SNTP-				
3560G48E	SMARTNET 24X7X4 Catalyst 3560 48 10/	\$1,139.60	1	\$ 1,139.60
GLC-LH-SM=	GE SFP,LC connector LXLH transceiver	\$ 517.40	2	\$ 1,034.80
WS-C3560G-48PS-E	Catalyst 3560 48 10/100/1000T PoE + 4 SFP Enhanced Image	\$7,014.80	1	\$ 7,014.80
CAB-16AWG-AC	AC Power cord, 16AWG	\$ -	1	\$ -
CON-SNTP-				
3560G48E	SMARTNET 24X7X4 Catalyst 3560 48 10/	\$1,139.60	1	\$ 1,139.60
GLC-LH-SM=	GE SFP,LC connector LXLH transceiver	\$ 517.40	2	\$ 1,034.80
GLC-SX-MM=	GE SFP,LC connector SX transceiver	\$ 260.00	1	\$ 260.00
WS-C3560-48PS-S	Catalyst 3560 48 10/100 PoE + 4 SFP Standard Image	\$3,377.40	1	\$ 3,377.40
CAB-AC	Power Cord,110V	\$ -	1	\$ -
CON-SNTP-				
356048PS	SMARTNET 24X7X4 Catalyst 3560 48 10/	\$ 562.32	1	\$ 562.32
GLC-T=	1000BASE-T SFP	\$ 205.40	1	\$ 205.40
CALLMANAGER-4.1	CallManager 4.1 Top Level Part Number	\$ -	1	\$ -
MCS-7835-H1-IPC1	HW Only MCS-7835-H1 with 2048MB RAM and Two 72GB SCSI HD	\$6,240.00	1	\$ 6,240.00
CAB-AC	Power Cord,110V	\$ -	2	\$ -
CM4.1-K9-7835=	SW CallMgr 4.1, MCS 7835	\$4,157.40	1	\$ 4,157.40

CON-SAU-CM4-7835	SW APP SUPP + UPRGR CallMgr 4.X - MCS-7835	1	\$	2,814.24		\$	2,814.24
CON-SNTP-							
MCS78351	SMARTNET 24X7X4 HW Only MCS-7835-H1	1	\$	1,351.68		\$	1,351.68
CP-7960G	Cisco IP Phone 7960G, Global	6	\$	215.80		\$	13,811.20
		4	\$				4,992.00
SW-CCM-JUL-7960	CallManager Unit license for single 7960 IP phone	6	\$	78.00		\$	450.56
		4	\$	7.04		\$	821.60
CON-SNT-CP7960	8x5xNBD Svc, IP Phone 7960, Mgr Set (w/User Lic)	6	\$	205.40		\$	39.52
CP-7914=	7914 IP Phone Expansion Module for 7960	4	\$	19.76		\$	46.80
CP-	Footstand kit for 2 7914s	2	\$			\$	10.40
DOUBLFOOTSTAND=	Spare IP Phone power transformer for the 7970 phone	2	\$	23.40		\$	23.40
CP-PWR-CUBE-2=	7900 Series Transformer Power Cord, North America	2	\$	5.20		\$	4,365.40
CP-PWR-CORD-NA=	CallManager Attendant Console UG for Rel 1.2(1) (English)	1	\$	23.40		\$	
DOC-7815394=	48 Port Voice over IP analog phone gateway	1	\$			\$	
VG248	Power Cord,110V	1	\$			\$	
CAB-AC	24x7x4 Svc, VG248 Analog Phn Gtwy	1	\$	946.00		\$	946.00
CON-SNTP-VG248	25 pair 24AWG cable, male to female 50 pin Amphenol type 90°	2	\$	18.98		\$	37.96
PEC-25CP15GY	24 RJ45 port patch panel w/ female RJ21 on back of panel	2	\$	115.00		\$	230.00
VP24382TV25	RJ-11 patch cables (approximate cost per 24 cables)	2	\$	90.00		\$	180.00
Cables	48 Port Voice over IP analog phone gateway	1	\$	4,365.40		\$	
VG248	Power Cord,110V	1	\$			\$	
CAB-AC	24x7x4 Svc, VG248 Analog Phn Gtwy	1	\$	946.00		\$	946.00
CON-SNTP-VG248	25 pair 24AWG cable, male to female 50 pin Amphenol type 90°	2	\$	18.98		\$	37.96
PEC-25CP15GY	24 RJ45 port patch panel w/ female RJ21 on back of panel	2	\$	115.00		\$	230.00
VP24382TV25	RJ-11 patch cables (approximate cost per 24 cables)	2	\$	90.00		\$	180.00
Cables	48 Port Voice over IP analog phone gateway	1	\$	4,365.40		\$	
VG248	Power Cord,110V	1	\$			\$	
CAB-AC	24x7x4 Svc, VG248 Analog Phn Gtwy	1	\$	946.00		\$	946.00
CON-SNTP-VG248	25 pair 24AWG cable, male to female 50 pin Amphenol type 90°	2	\$	18.98		\$	37.96
PEC-25CP15GY	24 RJ45 port patch panel w/ female RJ21 on back of panel	2	\$	115.00		\$	230.00
VP24382TV25	RJ-11 patch cables (approximate cost per 24 cables)	2	\$	90.00		\$	180.00
Cables	Cisco ATA 186 2-Port Adaptor, 600 Ohm Impedance	6	\$	88.40		\$	530.40
ATA186-11-A	ATA Power Supply Cable for North America	6	\$			\$	
ATACAB-NA	CallManager Unit license for single SCCP analog port	1	\$	20.80		\$	249.60
SW-CCM-JUL-ANA	8x5xNBD Svc, Cisco ATA 186 2-Port Adaptor, 600	2	\$	7.04		\$	42.24
CON-SNT-ATA186	Lightweight headset w/ noise canceling mic, w/ cord	6	\$	79.95		\$	559.65
VXI Tuffset 10	Public Works (main)	7	\$			\$	
	Catalyst 3560 48 10/100 PoE + 4 SFP Standard Image	1	\$	3,377.40		\$	3,377.40
WS-C3560-48PS-S	Power Cord,110V	1	\$			\$	
CAB-AC	SMARTNET 24X7X4 Catalyst 3560 48 10/	1	\$	562.32		\$	562.32
CON-SNTP-							

356048PS									
GLC-SX-MM=	GE SFP,LC connector SX transceiver	2	\$ 260.00					\$ 520.00	
GLC-T=	1000BASE-T SFP	1	\$ 205.40					\$ 205.40	
WS-C3560-24PS-S	Catalyst 3560 24 10/100 PoE + 2 SFP Standard Image	1	\$1,973.40					\$ 1,973.40	
CAB-AC	Power Cord,110V	1	\$ -					\$ -	
CON-SNTP-356024PS	SMARTNET 24X7X4 Catalyst 3560 24 10/100	1	\$ 353.76					\$ 353.76	
GLC-T=	1000BASE-T SFP	1	\$ 205.40					\$ 205.40	
ATA186-I1-A	Cisco ATA 186 2-Port Adaptor, 600 Ohm Impedance	6	\$ 88.40					\$ 530.40	
ATACAB-NA	ATA Power Supply Cable for North America	6	\$ -					\$ -	
SW-CCM-UL-ANA	CallManager Unit license for single SCCP analog port	1	\$ 20.80					\$ 249.60	
CON-SNT-ATA186	8x5xNBD Svc, Cisco ATA 186 2-Port Adaptor, 600	2	\$ 7.04					\$ 42.24	
CP-7960G	Cisco IP Phone 7960G, Global	3	\$ 215.80					\$ 7,337.20	
SW-CCM-UL-7960	CallManager Unit license for single 7960 IP phone	3	\$ 78.00					\$ 2,652.00	
CON-SNT-CP7960	8x5xNBD Svc, IP Phone 7960, Mgr Set (w/User Lic)	3	\$ 7.04					\$ 239.36	
CP-7914=	7914 IP Phone Expansion Module for 7960	1	\$ 205.40					\$ 2,875.60	
CP-	Footstand kit for 2 7914s	7	\$ 19.76					\$ 138.32	
DOUBLEFOOTSTAND=								\$ 163.80	
CP-PWR-CUBE-2=	Spare IP Phone power transformer for the 7900 phone series	7	\$ 23.40					\$ 36.40	
CP-PWR-CORD-NA=	7900 Series Transformer Power Cord, North America	7	\$ 5.20						

Public Works (back)

SD2005	Linksys 5-Port 10/100/1000 Gigabit Switch	1	\$ 86.22					\$ 86.22	
CP-7960G	Cisco IP Phone 7960G, Global	3	\$ 215.80					\$ 647.40	
SW-CCM-UL-7960	CallManager Unit license for single 7960 IP phone	3	\$ 78.00					\$ 234.00	
CON-SNT-CP7960	8x5xNBD Svc, IP Phone 7960, Mgr Set (w/User Lic)	3	\$ 7.04					\$ 21.12	
CP-PWR-CUBE-2=	Spare IP Phone power transformer for the 7900 phone series	3	\$ 23.40					\$ 70.20	
CP-PWR-CORD-NA=	7900 Series Transformer Power Cord, North America	3	\$ 5.20					\$ 15.60	
ATA186-I1-A	Cisco ATA 186 2-Port Adaptor, 600 Ohm Impedance	1	\$ 88.40					\$ 88.40	
ATACAB-NA	ATA Power Supply Cable for North America	1	\$ -					\$ -	
SW-CCM-UL-ANA	CallManager Unit license for single SCCP analog port	2	\$ 20.80					\$ 41.60	
CON-SNT-ATA186	8x5xNBD Svc, Cisco ATA 186 2-Port Adaptor, 600	1	\$ 7.04					\$ 7.04	
CFT-2061	Canary 100 Mb UPT / MM media converter	1	\$ 187.64					\$ 187.64	

Services for Police Department/Public Works/Public Works Rear Building

SVC-IPT-CCM	Install and Configure CallManager Subscriber	1	\$1,400.00					\$1,400.00	
SVC-IPT-INF	Install and Configure Cisco2851 Router	1	\$525.00					\$525.00	
SVC-IPT-DEP	Import 113 IP Phones and associate with users	1	\$700.00					\$700.00	
SVC-IPT-DEP	Deploy 113 IP Phones with 16 Sidecars to the desktops	1	\$1,425.00					\$1,425.00	

SVC-IPT-DEP	Install and Configure Attendant Console on one workstation	1	\$350.00	\$350.00
SVC-IPT-INF	Install and Configure Cisco VG224 analog gateways	1	\$700.00	\$700.00
SVC-IPT-INF	Configure 3560 24 port switches	1	\$1,000.00	\$1,000.00
SVC-IPT-INF	Configure 3560 48 port switches	1	\$1,050.00	\$1,050.00
Total Installed Cost of System				\$ 112,316.47

Utility Service Center (USC)

City of College Station - IPT Implementation Bill of Materials

Product Number	Product Description	Unit Price	Qty	Extended Price
USC:				
CISCO2821-V/K9	2821 Voice Bundle,PVDM2-32,SP Serv,64F/256D	\$2,441.40	1	\$ 2,441.40
CAB-AC	Power Cord,110V	\$ -	1	\$ -
VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	\$ 416.00	1	\$ 416.00
FL-SRST-SMALL	Feat Lic Survivable Remote Site Telephony up to 24 phones	\$ 390.00	1	\$ 390.00
S28NSPSK9-12308T	Cisco 2800 IOS SP SERVICES	\$ -	1	\$ -
PWR-2821-51-AC	Cisco 2821/51 AC power supply	\$ -	1	\$ -
ROUTER-SDM	Device manager for routers	\$ -	1	\$ -
PVDM2-32	32-Channel Packet Voice/Fax DSP Module	\$ -	1	\$ -
MEM2800-256D-INC	256MB DDR DRAM Memory factory default for the Cisco 2800	\$ -	1	\$ -
MEM2800-64CF-INC	64MB CF default for Cisco 2800 Series	\$ -	1	\$ -
CON-SNTP-				
C2821VK9	SMARTNET 24X7X4 2821 Voice Bundle,PV	\$ 711.04	1	\$ 711.04
WS-C3560G-48PS-E	Catalyst 3560 48 10/100/1000T PoE + 4 SFP Enhanced Image	\$7,014.80	1	\$ 7,014.80
CAB-16AWG-AC	AC Power cord, 16AWG	\$ -	1	\$ -
CON-SNTP-				
3560G48E	SMARTNET 24X7X4 Catalyst 3560 48 10/	\$1,139.60	1	\$ 1,139.60
GLC-LH-SM=	GE SFP,LC connector LX/LH transceiver	\$ 517.40	2	\$ 1,034.80
GLC-SX-MM=	GE SFP,LC connector SX transceiver	\$ 260.00	1	\$ 260.00
WS-C3560G-48PS-E	Catalyst 3560 48 10/100/1000T PoE + 4 SFP Enhanced Image	\$7,014.80	1	\$ 7,014.80
CAB-16AWG-AC	AC Power cord, 16AWG	\$ -	1	\$ -
CON-SNTP-				
3560G48E	SMARTNET 24X7X4 Catalyst 3560 48 10/	\$1,139.60	1	\$ 1,139.60
GLC-LH-SM=	GE SFP,LC connector LX/LH transceiver	\$ 517.40	2	\$ 1,034.80
CALLMANAGER-4.1	CallManager 4.1 Top Level Part Number	\$ -	1	\$ -
MCS-7835-H1-IPC1	HW Only MCS-7835-H1 with 2048MB RAM and Two 72GB SCSI HD	\$6,240.00	1	\$ 6,240.00
CAB-AC	Power Cord,110V	\$ -	2	\$ -
CM4.1-K9-7835=	SW CallMgr 4.1, MCS 7835	\$4,157.40	1	\$ 4,157.40
CON-SAU-CM4-7835	SW APP SUPP + UPGR CallMgr 4.X - MCS-7835	\$2,814.24	1	\$ 2,814.24
CON-SNTP-				
MCS78351	SMARTNET 24X7X4 HW Only MCS-7835-H1	\$1,351.68	1	\$ 1,351.68
VG248	48 Port Voice over IP analog phone gateway	\$4,365.40	1	\$ 4,365.40
CAB-AC	Power Cord,110V	\$ -	1	\$ -

CON-SNTP-VG248	24x7x4 Svc, VG248 Analog Phn Gtwy	1	\$ 946.00	\$ 946.00
PEC-25CP15GY	25 pair 24AWG cable, male to female 50 pin Amphenol type 90°	2	\$ 18.98	\$ 37.96
VP24382TV25	24 RJ45 port patch panel w/ female RJ21 on back of panel	2	\$ 115.00	\$ 230.00
Cables	RJ-11 patch cables (approximate cost per 24 cables)	2	\$ 90.00	\$ 180.00
CP-7960G	Cisco IP Phone 7960G, Global	41	\$ 215.80	\$ 8,847.80
SW-CCM-UL-7960	CallManager Unit license for single 7960 IP phone	41	\$ 78.00	\$ 3,198.00
CON-SNT-CP7960	8x5xNBD Svc, IP Phone 7960, Mgr Set (w/User Lic)	41	\$ 7.04	\$ 288.64
CP-7914=	7914 IP Phone Expansion Module for 7960	12	\$ 205.40	\$ 2,464.80
CP-	Footstand kit for 2 7914s	6	\$ 19.76	\$ 118.56
DOUBLFOOTSTAND=				
CP-PWR-CORD-NA=	7900 Series Transformer Power Cord, North America	6	\$ 5.20	\$ 31.20
CP-PWR-CUBE-2=	Spare IP Phone power transformer for the 7970 phone	6	\$ 23.40	\$ 140.40
CCN-2000	Canary 20-slot chassis for media conversion modules	1	\$ 385.43	\$ 385.43
CN-20MGNT	Canary Ethernet Management module	1	\$ 274.29	\$ 274.29
CN-20RP	Canary Redundant Power module	1	\$ 232.84	\$ 232.84
CN-1037A	Gigabit Ethernet UTP-to-Single-Fiber Media Converter Modules	3	\$ 1,176.00	\$ 3,528.00
CN-2047SA	100 Mb Ethernet UTP-to-Single-Fiber Media Converter Modules	1	\$ 336.00	\$ 336.00
	SC Simplex to SC Simplex SM Patch Cords (price will vary depending on actual lengths required)	30	\$ 28.00	\$ 840.00

Main West (Warehouse)

WS-C3560-48PS-S	Catalyst 3560 48 10/100 PoE + 4 SFP Standard Image	1	\$ 3,377.40	\$ 3,377.40
CAB-AC	Power Cord, 110V	1	\$ -	\$ -
CON-SNTP-356048PS	SMARTNET 24X7X4 Catalyst 3560 48 10/	1	\$ 562.32	\$ 562.32
GLC-SX-MM=	GE SFP,LC connector SX transceiver	1	\$ 260.00	\$ 260.00
CP-7960G	Cisco IP Phone 7960G, Global	18	\$ 215.80	\$ 3,884.40
SW-CCM-UL-7960	CallManager Unit license for single 7960 IP phone	18	\$ 78.00	\$ 1,404.00
CON-SNT-CP7960	8x5xNBD Svc, IP Phone 7960, Mgr Set (w/User Lic)	18	\$ 7.04	\$ 126.72
ATA186-I1-A	Cisco ATA 186 2-Port Adaptor, 600 Ohm Impedance	1	\$ 88.40	\$ 88.40
ATACAB-NA	ATA Power Supply Cable for North America	1	\$ -	\$ -
SW-CCM-UL-ANA	CallManager Unit license for single SCCP analog port	2	\$ 20.80	\$ 41.60
CON-SNT-ATA186	8x5xNBD Svc, Cisco ATA 186 2-Port Adaptor, 600	1	\$ 7.04	\$ 7.04

Services for Utilities Services Center/USC Warehouse/Fleet Shop

SVC-IPT-CCM	Install and Configure CallManager Subscriber	1	\$ 1,400.00	\$ 1,400.00
SVC-IPT-INF	Install and Configure Cisco 2821 Router	1	\$ 525.00	\$ 525.00
SVC-IPT-DEP	Import 60 IP Phones and associate with users	1	\$ 700.00	\$ 700.00
SVC-IPT-DEP	Deploy 60 IP Phones with 10 Sidecars to the desktops	1	\$ 1,425.00	\$ 1,425.00
SVC-IPT-DEP	Install and Configure Attendant Console on one workstation	1	\$ 350.00	\$ 350.00
SVC-IPT-INF	Install and Configure CiscoVG248 analog gateway	1	\$ 700.00	\$ 700.00
SVC-IPT-INF	Configure 3560 48 port switches	1	\$ 1,050.00	\$ 1,050.00
Total Installed Cost of System				\$ 79,507.36

South Spur

City of College Station - IPT Implementation Bill of Materials

Fire Station 3					
WS-C3560-24PS-S	Catalyst 3560 24 10/100 PoE + 2 SFP Standard Image	1	\$ 1,973.40	\$	1,973.40
CAB-AC	Power Cord, 110V	1	-	\$	-
CON-SNTP-356024PS	SMARTNET 24X7X4 Catalyst 3560 24 10/100	1	353.76	\$	353.76
GLC-T=	1000BASE-T SFP	1	205.40	\$	205.40
GFT-1037-B	UTP-to-Single-Fiber, Bi-Directional Single-Mode Media Converter	1	877.80	\$	877.80
CFT-2067SB	100 Mb Ethernet UTP-to-Single-Fiber Media Converter Modules	0	293.00	\$	-
ATA186-11-A	Cisco ATA 186 2-Port Adaptor, 600 Ohm Impedance	4	88.40	\$	353.60
ATACAB-NA	ATA Power Supply Cable for North America	4	-	\$	-
SW-CCM-UL-ANA	CallManager Unit license for single SCCP analog port	8	20.80	\$	166.40
CON-SNT-ATA186	8x5xNBD Svc, Cisco ATA 186 2-Port Adaptor, 600	4	7.04	\$	28.16
CP-7960G	Cisco IP Phone 7960G, Global	7	215.80	\$	1,510.60
SW-CCM-UL-7960	CallManager Unit license for single 7960 IP phone	7	78.00	\$	546.00
CON-SNT-CP7960	8x5xNBD Svc, IP Phone 7960, Mgr Set (w/User Lic)	7	7.04	\$	49.28
Services					
SVC-IPT-INF	Install and Configure 3560 24 port switch	1	300.00	\$	300.00
SVC-IPT-DEP	Install and Configure ATAs	1	200.00	\$	200.00
SVC-IPT-DEP	Import IP Phones and associate with users	1	200.00	\$	200.00
SVC-IPT-DEP	Import IP Phones and associate with users	1	113.00	\$	113.00
SVC-IPT-DEP	Install and test Media Converter	1	150.00	\$	150.00
Total Installed Cost of System				\$	7,027.40
Second Year Maintenance					
Fire Station 5					
WS-C3560-24PS-S	Catalyst 3560 24 10/100 PoE + 2 SFP Standard Image	0	1,973.40	\$	-
CAB-AC	Power Cord, 110V	0	-	\$	-
GLC-T=	1000BASE-T SFP	1	205.40	\$	205.40
CON-SNTP-356024PS	SMARTNET 24X7X4 Catalyst 3560 24 10/100	0	353.76	\$	-
CON-SNTP-356048PS	SMARTNET 24X7X4 Catalyst 3560 48 10/100	1	562.32	\$	562.32
GFT-1037-B	UTP-to-Single-Fiber, Bi-Directional Single-Mode	1	877.80	\$	877.80
CFT-2067SB	100 Mb Ethernet UTP-to-Single-Fiber Media Converter Modules	0	293.00	\$	-

ATA186-11-A	Cisco ATA 186 2-Port Adaptor, 600 Ohm Impedance			4	\$ 88.40	\$ 353.60
ATACAB-NA	ATA Power Supply Cable for North America			4	-	-
SW-CCM-UL-ANA	CallManager Unit license for single SCCP analog port			8	20.80	166.40
CON-SNT-ATA186	8x5xNBD Svc, Cisco ATA 186 2-Port Adaptor, 600			4	7.04	28.16
CP-7960G	Cisco IP Phone 7960G, Global			7	215.80	1,510.60
SW-CCM-UL-7960	CallManager Unit license for single 7960 IP phone			7	78.00	546.00
CON-SNT-CP7960	8x5xNBD Svc, IP Phone 7960, Mgr Set (w/User Lic)			7	7.04	49.28

Services						
SVC-IPT-INF	Install and Configure 3560 24 port switch			1	\$ 300.00	\$ 300.00
SVC-IPT-DEP	Install and Configure ATAs			1	\$ 200.00	\$ 200.00
SVC-IPT-DEP	Import IP Phones and associate with users			1	\$ 200.00	\$ 200.00
SVC-IPT-DEP	Import IP Phones and associate with users			1	\$ 113.00	\$ 113.00
SVC-IPT-DEP	Install and test Media Converter			1	\$ 150.00	\$ 150.00
Total Installed Cost of System						\$ 5,262.56
Second Year Maintenance						

Landfill						
WS-C3560-24PS-S	Catalyst 3560 24 10/100 PoE + 2 SFP Standard Image			1	\$ 1,973.40	\$ 1,973.40
CAB-AC	Power Cord, 110V			1	-	-
CON-SNTP-356024PS	SMARTNET 24X7X4 Catalyst 3560 24 10/100			1	\$ 353.76	\$ 353.76
GLC-T=	1000BASE-T SFP			1	\$ 205.40	\$ 205.40
GFT-1037-B	UTP-to-Single-Fiber, Bi-Directional Single-Mode			1	\$ 877.80	\$ 877.80
CFT-2067SB	100 Mb Ethernet UTP-to-Single-Fiber Media Converter Modules			0	\$ 293.00	-
ATA186-11-A	Cisco ATA 186 2-Port Adaptor, 600 Ohm Impedance			2	\$ 88.40	\$ 176.80
ATACAB-NA	ATA Power Supply Cable for North America			2	-	-
SW-CCM-UL-ANA	CallManager Unit license for single SCCP analog port			4	\$ 20.80	\$ 83.20
CON-SNT-ATA186	8x5xNBD Svc, Cisco ATA 186 2-Port Adaptor, 600			2	\$ 7.04	\$ 14.08
CP-7960G	Cisco IP Phone 7960G, Global			7	\$ 215.80	\$ 1,510.60
SW-CCM-UL-7960	CallManager Unit license for single 7960 IP phone			7	\$ 78.00	\$ 546.00
CON-SNT-CP7960	8x5xNBD Svc, IP Phone 7960, Mgr Set (w/User Lic)			7	\$ 7.04	\$ 49.28

Services						
SVC-IPT-INF	Install and Configure 3560 24 port switch			1	\$ 300.00	\$ 300.00
SVC-IPT-DEP	Install and test Media Converter			1	\$ 150.00	\$ 150.00
SVC-IPT-DEP	Install and Configure ATAs			1	\$ 100.00	\$ 100.00
Total Installed Cost of System						\$ 6,340.32
Second Year Maintenance						

Lick Creek					
WS-C2950-12	12 port, 10/100 Catalyst Switch, Standard Image only	\$	465.40	1	\$ 465.40
CAB-AC	Power Cord, 110V	\$	-	1	\$ -
CON-SNTP-C2950-12	24x7x4 Svc, Cat2950: 12 port: 10/100 autosense/nego.	\$	69.52	1	\$ 69.52
CFT-2067SB	100 Mb Ethernet UTP-to-Single-Fiber Media Converter Modules	\$	293.00	1	\$ 293.00
ATA186-11-A	Cisco ATA 186 2-Port Adaptor, 600 Ohm Impedance	\$	88.40	2	\$ 176.80
ATACAB-NA	ATA Power Supply Cable for North America	\$	-	2	\$ -
SW-CCM-UL-ANA	CallManager Unit license for single SCCP analog port	\$	20.80	4	\$ 83.20
CON-SNT-ATA186	8x5xNBD Svc, Cisco ATA 186 2-Port Adaptor, 600	\$	7.04	2	\$ 14.08
CP-7940G	Cisco IP Phone 7940G, Global	\$	163.80	2	\$ 327.60
SW-CCM-UL-7940	CallManager Unit license for single 7940 IP phone	\$	78.00	2	\$ 156.00
CON-SNT-CP7940	8x5xNBD Svc, IP Phone 7940, Bus Set (w/ User Lic)	\$	7.04	2	\$ 14.08
CP-PWR-CUBE-2=	Spare IP Phone power transformer for the 7900 phone series	\$	23.40	2	\$ 46.80
CP-PWR-CORD-NA=	7900 Series Transformer Power Cord, North America	\$	5.20	2	\$ 10.40
Services					
SVC-IPT-INF	Install and Configure Cisco Switch	\$	300.00	1	\$ 300.00
SVC-IPT-DEP	Install and test Media Converter	\$	150.00	1	\$ 150.00
SVC-IPT-DEP	Install and Configure ATAs	\$	100.00	1	\$ 100.00
Total Installed Cost of System					\$ 2,206.88

South Spur Cable Total \$ 20,837.16

Miscellaneous Sites

City of College Station - IPT Implementation Bill of Materials

Lincoln Center					
WS-C3560-24PS-S	Catalyst 3560 24 10/100 PoE + 2 SFP Standard Image		\$ 1,973.40	1	\$ 1,973.40
CAB-AC	Power Cord, 110V		\$ -	1	\$ -
CON-SNTP-356024PS	SMARTNET 24X7X4 Catalyst 3560 24 10/100		\$ 353.76	1	\$ 353.76
GLC-T=	1000BASE-T SFP		\$ 205.40	2	\$ 410.80
ATA186-11-A	Cisco ATA 186 2-Port Adaptor, 600 Ohm Impedance		\$ 88.40	4	\$ 353.60
ATACAB-NA	ATA Power Supply Cable for North America		\$ -	4	\$ -
SW-CCM-UL-ANA	CallManager Unit license for single SCCP analog port		\$ 20.80	8	\$ 166.40
CON-SNT-ATA186	8x5xNBD Svc, Cisco ATA 186 2-Port Adaptor, 600		\$ 7.04	4	\$ 28.16
CP-7960G	Cisco IP Phone 7960G, Global		\$ 215.80	9	\$ 1,942.20
SW-CCM-UL-7960	CallManager Unit license for single 7960 IP phone		\$ 78.00	9	\$ 702.00
CON-SNT-CP7960	8x5xNBD Svc, IP Phone 7960, Mgr Set (w/User Lic)		\$ 7.04	9	\$ 63.36
GFT-1037E4B	Gigabit Ethernet UTP-to-Single-Fiber Media Converter Modules (Ext. Dist.)		\$ 1,163.80	1	\$ 1,163.80
GFT-1037-B	UTP-to-Single-Fiber, Bi-Directional Single-Mode Media Converter		\$ 877.80	1	\$ 877.80
West District Shop					
SD2005	Linksys 5-Port 10/100/1000 Gigabit Switch		\$ 86.22	1	\$ 86.22
CFT-2081SM	Canary 100 Mb UPT / SM 18 km media converter		\$ 243.80	2	\$ 487.60
CP-7940G	Cisco IP Phone 7940G, Global		\$ 163.80	2	\$ 327.60
SW-CCM-UL-7940	CallManager Unit license for single 7940 IP phone		\$ 78.00	2	\$ 156.00
CON-SNT-CP7940	8x5xNBD Svc, IP Phone 7940, Bus Set (w/ User Lic)		\$ 7.04	2	\$ 14.08
CP-PWR-CUBE-2=	Spare IP Phone power transformer for the 7900 phone series		\$ 23.40	2	\$ 46.80
CP-PWR-CORD-NA=	7900 Series Transformer Power Cord, North America		\$ 5.20	2	\$ 10.40
ATA186-11-A	Cisco ATA 186 2-Port Adaptor, 600 Ohm Impedance		\$ 88.40	1	\$ 88.40
ATACAB-NA	ATA Power Supply Cable for North America		\$ -	1	\$ -
SW-CCM-UL-ANA	CallManager Unit license for single SCCP analog port		\$ 20.80	2	\$ 41.60
CON-SNT-ATA186	8x5xNBD Svc, Cisco ATA 186 2-Port Adaptor, 600		\$ 7.04	1	\$ 7.04
Services					
SVC-IPT-INF	Install and Configure Switches		\$ 600.00	1	\$ 600.00
SVC-IPT-DEP	Install and test Media Converter		\$ 150.00	1	\$ 150.00
SVC-IPT-DEP	Install and Configure 3 ATAs		\$ 150.00	1	\$ 150.00
SVC-IPT-DEP	Import 11 IP Phones and associate with users		\$ 210.00	1	\$ 210.00
SVC-IPT-DEP	Deploy 11 IP Phones to the desktops		\$ 120.00	1	\$ 120.00
Total Installed Cost of System					10,531.02
Second Year Maintenance					\$ 466.40
Fire Station 1					

WS-C3560-24PS-S	Catalyst 3560 24 10/100 PoE + 2 SFP Standard Image	1	\$ 1,973.40	\$ 1,973.40
CAB-AC	Power Cord,110V	1	\$ -	\$ -
CON-SNTP-356024PS	SMARTNET 24X7X4 Catalyst 3560 24 10/100	1	\$ 353.76	\$ 353.76
GLC-T=	1000BASE-T SFP	2	\$ 205.40	\$ 410.80
ATA186-11-A	Cisco ATA 186 2-Port Adaptor, 600 Ohm Impedance	3	\$ 88.40	\$ 265.20
ATACAB-NA	ATA Power Supply Cable for North America	3	\$ -	\$ -
SW-CCM-UL-ANA	CallManager Unit license for single SCCP analog port	6	\$ 20.80	\$ 124.80
CON-SNT-ATA186	8x5xNBD Svc, Cisco ATA 186 2-Port Adaptor, 600	3	\$ 7.04	\$ 21.12
CP-7960G	Cisco IP Phone 7960G, Global	11	\$ 215.80	\$ 2,373.80
SW-CCM-UL-7960	CallManager Unit license for single 7960 IP phone	11	\$ 78.00	\$ 858.00
CON-SNT-CP7960	8x5xNBD Svc, IP Phone 7960, Mgr Set (w/User Lic)	11	\$ 7.04	\$ 77.44
GFT-1037E4B	Gigabit Ethernet UTP-to-Single-Fiber Media Converter Modules (Ext. Dist.)	1	\$ 1,163.80	\$ 1,163.80
GFT-1037-B	UTP-to-Single-Fiber, Bi-Directional Single-Mode Media Converter	1	\$ 877.80	\$ 877.80
Services				
SVC-IPT-INF	Install and Configure 3560 24 port switch	1	\$ 300.00	\$ 300.00
SVC-IPT-DEP	Install and Configure ATAs	1	\$ 150.00	\$ 150.00
SVC-IPT-DEP	Install and test Media Converter	1	\$ 150.00	\$ 150.00
SVC-IPT-DEP	Import IP Phones and associate with users	1	\$ 200.00	\$ 200.00
SVC-IPT-DEP	Deploy IP Phones to the desktops	1	\$ 113.00	\$ 113.00
Total Installed Cost of System				\$ 9,412.92
Second Year Maintenance				\$ 452.32
Fire Station 2				
WS-C3560-24PS-S	Catalyst 3560 24 10/100 PoE + 2 SFP Standard Image	1	\$ 1,973.40	\$ 1,973.40
CAB-AC	Power Cord,110V	1	\$ -	\$ -
CON-SNTP-356024PS	SMARTNET 24X7X4 Catalyst 3560 24 10/100	1	\$ 353.76	\$ 353.76
GLC-T=	1000BASE-T SFP	2	\$ 205.40	\$ 410.80
ATA186-11-A	Cisco ATA 186 2-Port Adaptor, 600 Ohm Impedance	3	\$ 88.40	\$ 265.20
ATACAB-NA	ATA Power Supply Cable for North America	3	\$ -	\$ -
SW-CCM-UL-ANA	CallManager Unit license for single SCCP analog port	6	\$ 20.80	\$ 124.80
CON-SNT-ATA186	8x5xNBD Svc, Cisco ATA 186 2-Port Adaptor, 600	3	\$ 7.04	\$ 21.12
CP-7960G	Cisco IP Phone 7960G, Global	12	\$ 215.80	\$ 2,589.60
SW-CCM-UL-7960	CallManager Unit license for single 7960 IP phone	12	\$ 78.00	\$ 936.00
CON-SNT-CP7960	8x5xNBD Svc, IP Phone 7960, Mgr Set (w/User Lic)	12	\$ 7.04	\$ 84.48
GFT-1037E4B	Gigabit Ethernet UTP-to-Single-Fiber Media Converter Modules (Ext. Dist.)	1	\$ 1,163.80	\$ 1,163.80
GFT-1037-B	UTP-to-Single-Fiber, Bi-Directional Single-Mode	1	\$ 877.80	\$ 877.80
Services				
SVC-IPT-INF	Install and Configure 3560 24 port switch	1	\$ 300.00	\$ 300.00
SVC-IPT-DEP	Install and Configure 3 ATAs	1	\$ 150.00	\$ 150.00
SVC-IPT-DEP	Install and test Media Converter	1	\$ 150.00	\$ 150.00
SVC-IPT-DEP	Import IP Phones and associate with users	1	\$ 200.00	\$ 200.00
SVC-IPT-DEP	Deploy IP Phones to the desktops	1	\$ 113.00	\$ 113.00
Total Installed Cost of System				\$ 9,713.76

Second Year Maintenance

\$ 459.36

Fire Station 4

WS-C3560-24PS-S	Catalyst 3560 24 10/100 PoE + 2 SFP Standard Image	1	\$ 1,973.40	\$ 1,973.40
CAB-AC	Power Cord,110V	1	\$ -	\$ -
CON-SNTP-356024PS	SMARTNET 24X7X4 Catalyst 3560 24 10/100	1	\$ 353.76	\$ 353.76
GLC-T=	1000BASE-T SFP	0	\$ 205.40	\$ -
ATA186-11-A	Cisco ATA 186 2-Port Adaptor, 600 Ohm Impedance	4	\$ 88.40	\$ 353.60
ATACAB-NA	ATA Power Supply Cable for North America	4	\$ -	\$ -
SW-CCM-UL-7960	CallManager Unit license for single SCCP analog port	8	\$ 20.80	\$ 166.40
CON-SNT-ATA186	8x5xNBD Svc, Cisco ATA 186 2-Port Adaptor, 600	4	\$ 7.04	\$ 28.16
CP-7960G	Cisco IP Phone 7960G, Global	9	\$ 215.80	\$ 1,942.20
SW-CCM-UL-7960	CallManager Unit license for single 7960 IP phone	9	\$ 78.00	\$ 702.00
CON-SNT-CP7960	8x5xNBD Svc, IP Phone 7960, Mgr Set (w/User Lic)	9	\$ 7.04	\$ 63.36
CFT-2067SB	100 Mb Ethernet UTP-to-Single-Fiber Media Converter Modules	1	\$ 293.00	\$ 293.00
GFT-1037-B	UTP-to-Single-Fiber, Bi-Directional Single-Mode	1	\$ 877.80	\$ 877.80

Services

SVC-IPT-INF	Install and Configure 3560 24 port switch	1	\$ 300.00	\$ 300.00
SVC-IPT-DEP	Install and Configure 3 ATAs	1	\$ 150.00	\$ 150.00
SVC-IPT-DEP	Install and test Media Converter	1	\$ 150.00	\$ 150.00
SVC-IPT-DEP	Import IP Phones and associate with users	1	\$ 380.00	\$ 200.00
SVC-IPT-DEP	Deploy IP Phones to the desktops	1	\$ 210.00	\$ 113.00

Total Installed Cost of System

Second Year Maintenance	\$ 7,666.68
Second Year Maintenance	\$ 445.28

Library

WS-C3560-24PS-S	Catalyst 3560 24 10/100 PoE + 2 SFP Standard Image	1	\$ 1,973.40	\$ 1,973.40
CAB-AC	Power Cord,110V	1	\$ -	\$ -
CON-SNTP-356024PS	SMARTNET 24X7X4 Catalyst 3560 24 10/100	1	\$ 353.76	\$ 353.76
GLC-T=	1000BASE-T SFP	0	\$ 205.40	\$ -
CP-7960G	Cisco IP Phone 7960G, Global	10	\$ 215.80	\$ 2,158.00
SW-CCM-UL-7960	CallManager Unit license for single 7960 IP phone	10	\$ 78.00	\$ 780.00
CON-SNT-CP7960	8x5xNBD Svc, IP Phone 7960, Mgr Set (w/User Lic)	10	\$ 7.04	\$ 70.40
ATA186-11-A	Cisco ATA 186 2-Port Adaptor, 600 Ohm Impedance	7	\$ 88.40	\$ 618.80
ATACAB-NA	ATA Power Supply Cable for North America	7	\$ -	\$ -
SW-CCM-UL-ANA	CallManager Unit license for single SCCP analog port	14	\$ 20.80	\$ 291.20
CON-SNT-ATA186	8x5xNBD Svc, Cisco ATA 186 2-Port Adaptor, 600	7	\$ 7.04	\$ 49.28
CFT-2067SB	100 Mb Ethernet UTP-to-Single-Fiber Media Converter Modules	2	\$ 293.00	\$ 586.00
GFT-1037-B	UTP-to-Single-Fiber, Bi-Directional Single-Mode	0	\$ 877.80	\$ -

Services

SVC-IPT-INF	Install and Configure 3560 24 port switch	1	\$ 300.00	\$ 300.00
SVC-IPT-DEP	Install and Configure ATAs	1	\$ 350.00	\$ 175.00
SVC-IPT-DEP	Install and test Media Converter	1	\$ 150.00	\$ 150.00
SVC-IPT-DEP	Import 10 IP Phones and associate with users	1	\$ 200.00	\$ 200.00

SVC-IPT-DEP	Deploy 10 IP Phones to the desktops	\$ 113.00	1	\$ 125.00
Total Installed Cost of System				
		\$		\$ 7,830.84
Second Year Maintenance				
		\$		\$ 473.44
Teen Center				
CP-7940G	Cisco IP Phone 7940G, Global	\$ 163.80	2	\$ 327.60
SW-CCM-UL-7940	CallManager Unit license for single 7940 IP phone	\$ 78.00	2	\$ 156.00
CON-SNT-CP7940	8x5xNBD Svc, IP Phone 7940, Bus Set (w/ User Lic)	\$ 7.04	2	\$ 14.08
CP-PWR-CUBE-2=	Spare IP Phone power transformer for the 7900 phone series	\$ 23.40	2	\$ 46.80
CP-PWR-CORD-NA=	7900 Series Transformer Power Cord, North America	\$ 5.20	2	\$ 10.40
ATA186-H1-A	Cisco ATA 186 2-Port Adaptor, 600 Ohm Impedance	\$ 88.40	2	\$ 176.80
ATACAB-NA	ATA Power Supply Cable for North America	\$ -	2	\$ -
SW-CCM-UL-ANA	CallManager Unit license for single SCCP analog port	\$ 20.80	4	\$ 83.20
CON-SNT-ATA186	8x5xNBD Svc, Cisco ATA 186 2-Port Adaptor, 600	\$ 7.04	2	\$ 14.08
CFT-2067SB	100 Mb Ethernet UTP-to-Single-Fiber Media Converter Modules	\$ 293.00	2	\$ 586.00
GFT-1037-B	UTP-to-Single-Fiber, Bi-Directional Single-Mode Media Converter	\$ 877.80	0	\$ -
Maintenance Shop				
SD2005	Linksys 5-Port 10/100/1000 Gigabit Switch	\$ 86.22	1	\$ 86.22
CFT-2061	Canary 100 Mb UPT / MM media converter	\$ 187.64	2	\$ 375.28
CP-7940G	Cisco IP Phone 7940G, Global	\$ 163.80	2	\$ 327.60
SW-CCM-UL-7940	CallManager Unit license for single 7940 IP phone	\$ 78.00	2	\$ 156.00
CON-SNT-CP7940	8x5xNBD Svc, IP Phone 7940, Bus Set (w/ User Lic)	\$ 7.04	2	\$ 14.08
CP-PWR-CUBE-2=	Spare IP Phone power transformer for the 7900 phone series	\$ 23.40	2	\$ 46.80
CP-PWR-CORD-NA=	7900 Series Transformer Power Cord, North America	\$ 5.20	2	\$ 10.40
ATA186-H1-A	Cisco ATA 186 2-Port Adaptor, 600 Ohm Impedance	\$ 88.40	1	\$ 88.40
ATACAB-NA	ATA Power Supply Cable for North America	\$ -	1	\$ -
SW-CCM-UL-ANA	CallManager Unit license for single SCCP analog port	\$ 20.80	2	\$ 41.60
CON-SNT-ATA186	8x5xNBD Svc, Cisco ATA 186 2-Port Adaptor, 600	\$ 7.04	1	\$ 7.04
Hallaran Pool				
SD2005	Linksys 5-Port 10/100/1000 Gigabit Switch	\$ 86.22	1	\$ 86.22
CFT-2061	Canary 100 Mb UPT / MM media converter	\$ 187.64	2	\$ 375.28
CP-7940G	Cisco IP Phone 7940G, Global	\$ 163.80	3	\$ 491.40
SW-CCM-UL-7940	CallManager Unit license for single 7940 IP phone	\$ 78.00	3	\$ 234.00
CON-SNT-CP7940	8x5xNBD Svc, IP Phone 7940, Bus Set (w/ User Lic)	\$ 7.04	3	\$ 21.12
CP-PWR-CUBE-2=	Spare IP Phone power transformer for the 7900 phone series	\$ 23.40	3	\$ 70.20
CP-PWR-CORD-NA=	7900 Series Transformer Power Cord, North America	\$ 5.20	3	\$ 15.60
ATA186-H1-A	Cisco ATA 186 2-Port Adaptor, 600 Ohm Impedance	\$ 88.40	0	\$ -
ATACAB-NA	ATA Power Supply Cable for North America	\$ -	0	\$ -
SW-CCM-UL-ANA	CallManager Unit license for single SCCP analog port	\$ 20.80	0	\$ -
CON-SNT-ATA186	8x5xNBD Svc, Cisco ATA 186 2-Port Adaptor, 600	\$ 7.04	0	\$ -
Services				
SVC-IPT-INF	Install and Configure switches	\$ 900.00	1	\$ 900.00
SVC-IPT-DEP	Install and Configure ATAs	\$ 75.00	1	\$ 75.00
SVC-IPT-DEP	Install and test Media Converter	\$ 150.00	1	\$ 150.00

SVC-IPT-DEP	Import IP Phones and associate with users				1	\$ 150.00		\$ 150.00
SVC-IPT-DEP	Deploy IP Phones to the desktops				1	\$ 100.00		\$ 100.00
Total Installed Cost of System								\$ 5,237.20
Second Year Maintenance								\$ 70.40

CCWWTP (New)								
WS-C3560-24PS-S	Catalyst 3560 24 10/100 PoE + 2 SFP Standard Image				1	\$ 1,973.40		\$ 1,973.40
CAB-AC	Power Cord,110V				1	\$ -		\$ -
CON-SNTP-356024PS	SMARTNET 24X7X4 Catalyst 3560 24 10/100				1	\$ 353.76		\$ 353.76
GLC-T=	1000BASE-T SFP				2	\$ 205.40		\$ 410.80
CFT-2061	Canary 100 Mb UPT / MM media converter				1	\$ 187.64		\$ 187.64
CP-7960G	Cisco IP Phone 7960G, Global				15	\$ 215.80		\$ 3,237.00
SW-CCM-UL-7960	CallManager Unit license for single 7960 IP phone				15	\$ 78.00		\$ 1,170.00
CON-SNT-CP7960	8x5xNBD Svc, IP Phone 7960, Mgr Set (w/User Lic)				15	\$ 7.04		\$ 105.60
ATA186-I1-A	Cisco ATA 186 2-Port Adaptor, 600 Ohm Impedance				2	\$ 88.40		\$ 176.80
ATACAB-NA	ATA Power Supply Cable for North America				2	\$ -		\$ -
SW-CCM-UL-ANA	CallManager Unit license for single SCCP analog port				4	\$ 20.80		\$ 83.20
CON-SNT-ATA186	8x5xNBD Svc, Cisco ATA 186 2-Port Adaptor, 600				2	\$ 7.04		\$ 14.08
GFT-1037E4B	Gigabit Ethernet UTP-to-Single-Fiber Media Converter Modules (Ext. Dist.)				1	\$ 1,163.80		\$ 1,163.80
GFT-1037-B	UTP-to-Single-Fiber, Bi-Directional Single-Mode				1	\$ 877.80		\$ 877.80

Services								
SVC-IPT-INF	Install and Configure 3560 24 port switch				1	\$ 300.00		\$ 300.00
SVC-IPT-DEP	Install and Configure ATAs				1	\$ 175.00		\$ 175.00
SVC-IPT-DEP	Install and test Media Converter				1	\$ 150.00		\$ 150.00
SVC-IPT-DEP	Import IP Phones and associate with users				1	\$ 200.00		\$ 200.00
SVC-IPT-DEP	Deploy IP Phones to the desktops				1	\$ 125.00		\$ 125.00
Total Installed Cost of System								\$ 10,703.88
Second Year Maintenance								\$ 473.44

CCWWTP (Old)								
WS-C2950-12	12 port, 10/100 Catalyst Switch, Standard Image only				1	\$ 465.40		\$ 465.40
CAB-AC	Power Cord,110V				1	\$ -		\$ -
CON-SNTP-C2950-12	24x7x4 Svc, Cat2950: 12 port: 10/100 autosense/nego.				1	\$ 69.52		\$ 69.52
CFT-2061	Canary 100 Mb UPT / MM media converter				3	\$ 187.64		\$ 562.92
CP-7960G	Cisco IP Phone 7960G, Global				5	\$ 215.80		\$ 1,079.00
SW-CCM-UL-7960	CallManager Unit license for single 7960 IP phone				5	\$ 78.00		\$ 390.00
CON-SNT-CP7960	8x5xNBD Svc, IP Phone 7960, Mgr Set (w/User Lic)				5	\$ 7.04		\$ 35.20
CP-PWR-CUBE-2=	Spare IP Phone power transformer for the 7900 phone series				5	\$ 23.40		\$ 117.00
CP-PWR-CORD-NA=	7900 Series Transformer Power Cord, North America				5	\$ 5.20		\$ 26.00
ATA186-I1-A	Cisco ATA 186 2-Port Adaptor, 600 Ohm Impedance				1	\$ 88.40		\$ 88.40
ATACAB-NA	ATA Power Supply Cable for North America				1	\$ -		\$ -
SW-CCM-UL-ANA	CallManager Unit license for single SCCP analog port				2	\$ 20.80		\$ 41.60
CON-SNT-ATA186	8x5xNBD Svc, Cisco ATA 186 2-Port Adaptor, 600				1	\$ 7.04		\$ 7.04

Services

Cabling (All Sites)

Campus	Facility	Voice and Data TCs	Existing Cabling	Cabling Required	Max Drops Required	Notes	Hours Per Location	Cost Per Location
Base Sites								
City Hall	Main Building 1st Floor	Phone Room	Cat 5E/Cat 3	Add Cat 5E to Existing Horizontal Cabling to support VoIP	43		86	\$ 3,182.00
	Main Building 2nd Floor	Computer Room	Cat 5E/Cat 3	Add Cat 5E to Existing Horizontal Cabling to support VoIP	67		134	\$ 4,958.00
	Main Building	Network Closet	Cat 5/Voice Cable	Add Cat 5E to Existing Horizontal Cabling to support VoIP	40		80	\$ 2,960.00
Community Development Utility Service Center (USC)	Main Building	Comm Room	Cat 5/Voice Cable	New Voice and Data Cat 5E	312	Hours based on 312 cable drops, not locations	624	\$ 23,088.00
	Warehouse	Water Lunchroom	Cat 5/Voice Cable	New Voice and Data Cat 5E	116	Hours based on 312 cable drops, not locations	232	\$ 8,584.00
	Fleet Shop		Voice Cable	None	0		0	\$ -
	Control Building	Entrance/Wallboard	Voice Cable	None	0	Analog phone fed from Channel Bank at USC	0	\$ -
	Control Building	Entrance/Wallboard	Voice Cable	None	0	Analog phone fed from Channel Bank at USC	0	\$ -
Control Building	Entrance/Wallboard	Voice Cable	None	0	Analog phone fed from Channel Bank at USC	0	\$ -	
Control Building	Entrance/Wallboard	Voice Cable	None	0	Analog phone fed from Channel Bank at USC	0	\$ -	
Police	Main Building	Comm Room	Cat 5/Voice Cable	None	0	All cabling to be performed by City personnel	0	\$ -
	Main Building	Network Closet	Cat 5/Voice Cable	New Voice and Data Cat 5E	187	Hours based on 312 cable drops, not locations	374	\$ 13,838.00
	Rear Building	Signs Office; Traffic Office	Cat 5/Voice Cable	Add Cat 5E to Existing Horizontal Cabling to support VoIP	6		12	\$ 444.00
OTIS	Main Building	Comm Room	Cat 6/Cat 3	Add Cat 6 to Existing Horizontal Cabling to support VoIP	45		90	\$ 3,390.00
	Main Building	Comm Room	Cat 5E/Cat 3	Add Cat 5E to Existing Horizontal Cabling to support VoIP	50		100	\$ 3,700.00
	Main Building (Headquarters)	Comm Closet	Cat 5/Voice Cable	Add Cat 5E to Existing Horizontal Cabling to support VoIP	126	Hours based on 312 cable drops, not locations	252	\$ 9,324.00
Parks and Rec-World HQ	Forestry	Entrance/Wallboard	Cat 5/Voice Cable	Add Cat 5E to Existing Horizontal Cabling to support VoIP	2		4	\$ 148.00
Bioscience/Fiber Sites	Main Building	Comm Room	Cat 5	Add Cat 5E to Existing Horizontal Cabling to support VoIP	15		30	\$ 1,110.00
	Main Building West District Shop	Comm Closet	Cat 5E	None	0		0	\$ -
	Main Building	Entrance Enclosure	Cat 5E/Cat 3	Add Cat 5E to Existing Horizontal Cabling to support VoIP	3		6	\$ 222.00
	Main Building	Comm Closet	Cat 5	Add Cat 5E to Existing Horizontal Cabling to support VoIP	10		20	\$ 740.00
	Main Building	Comm Room	Cat 5E/Cat 3	Add Cat 5E to Existing Horizontal Cabling to support VoIP	19		38	\$ 1,406.00
	Teen Center	Attic Wallboard	Cat 5/Cat 3	Add Cat 5E to Existing Horizontal Cabling to support VoIP	6		12	\$ 444.00
Maintenance	Entrance/Wallboard	Cat 5/Voice Cable	Add Cat 5E to Existing Horizontal Cabling to support VoIP	3		6	\$ 222.00	

Shop	Shop	Entrance/Wallboard	Cable	Cabling to support VoIP				
	Hallaran Pool	Entrance/Wallboard	Voice Cable	Add Cat 5E to Existing Horizontal Cabling to support VoIP	3		6	\$ 222.00
	New Building	Comm Room	Cat 5E/Cat 3	Add Cat 5E to Existing Horizontal Cabling to support VoIP	15		30	\$ 1,110.00
	Old Building	The Cave	Cat 5/Cat 3	Add Cat 5E to Existing Horizontal Cabling to support VoIP	5		10	\$ 370.00
	Lab	Entrance Enclosure	Cat 5/Voice Cable	Add Cat 5E to Existing Horizontal Cabling to support VoIP	4		8	\$ 296.00
	Electrician Shop	Entrance/Wallboard	Cat 5/Voice Cable	Add Cat 5E to Existing Horizontal Cabling to support VoIP	2		4	\$ 148.00
	Main Building	Comm Room	Cat 5/Cat 3	Add Cat 5E to Existing Horizontal Cabling to support VoIP	20		40	\$ 1,480.00
Unidirectional Fiber Sites							0	\$ -
Fire Station 3	Main Building	Comm Room	Cat 5/Cat 5E/Cat 3	Add Cat 5E to Existing Horizontal Cabling to support VoIP	7		14	\$ 518.00
Fire Station 5	Main Building	Comm Room	Cat 5E	None	0		0	\$ -
Landfill	Operations Office Maintenance Shop	Comm Closet	Cat 5E/Cat 3	Add Cat 5E to Existing Horizontal Cabling to support VoIP	7		14	\$ 518.00
Lick Creek WWTP	Control Building	Entrance/Wallboard	Voice Cable	Add Cat 5E to Existing Horizontal Cabling to support VoIP	0		0	\$ -
OPX/Other Connectivity							6	\$ 222.00
Conference Center	Main Building	Comm Room			0		0	\$ -
Dowling Pump Station	Parks Annex	Entrance/Wallboard			0		0	\$ -
Northgate Parking Garage	Control Building	Entrance Enclosure, Operations Office		Labor prices are based on installing 1116 cable drops from closet to	0	work area outlet.	0	\$ -
Windsor Pointe Police Substation	Police Substation Administration Office	Entrance/Wallboard			0		0	\$ -
Thomas Park Pool	Office	Entrance/Wallboard			0		0	\$ -
Bee Creek Park	Adamson Lagoon (Pool) Cametry	Entrance/Wallboard			0		0	\$ -
Veterans Park	Maintenance Shop	Entrance/Wallboard			0		0	\$ -
Wolf Pen Creek Park	Maintenance Shop	Entrance Enclosure			0		0	\$ -
Central Park Softball Complex	Outdoor Pedestal	Ground Pedestal			0		0	\$ -
	Concessions	Outside NIB			0		0	\$ -
				Total Cable Drops (NOT TO EXCEED)	1116		2232	\$ 82,564.00
						Labor Hours		

Exhibit 2 Statement of Work

Changes to Statements of Work

The Statement of Work may only be changed by a written Change Authorization signed by both parties.

Written change orders totaling \$2,999.99 or less may be approved by the Purchaser's Project Manager. Change orders totaling \$3,000.00 to \$25,000.00 may be approved by the City Manager.

No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.

Subcontractors

SELLER may subcontract any part of the Services to a third party, provided that SELLER will remain ultimately responsible for the quality, performance and completion of Services, under this Agreement.

The term "subcontractor" shall mean and include only those hired by and having a direct contact with SELLER for performance of work on the Project. Purchaser shall have no responsibility to any subcontractor employed by SELLER for performance of work on the Project, and all subcontractors shall look exclusively to SELLER for any payments due. Purchaser will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. SELLER shall be fully responsible to the Purchaser for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and Purchaser

Project Completion and/or Termination

Fixed-Price Services will end when the tasks described in the Statement of Work are complete.

Either party may terminate this Agreement for cause after written notice to the other and a 30 day opportunity to cure any breach if the other party breaches any material provision of this Agreement, including nonpayment of any undisputed charges hereunder. Upon termination, SELLER will immediately stop work in an orderly manner.

Purchaser agrees to pay for all Services in the Statement of Work, all materials (including programs, program listings, documentation, reports or other similar works of authorship) SELLER delivers in accordance with the terms of this Agreement.

At any time, Purchaser may terminate the Project for convenience, in writing. At such time, Purchaser shall notify SELLER, in writing, who shall cease work immediately. SELLER shall be compensated for the services performed under the contract up to the date of termination and Purchaser will pay in full and receive all equipment ordered and received by SELLER for this project as of the termination date.

Customer Obligation

Purchaser agrees to provide reasonable access to the premises where Services will be performed during Purchaser's business hours, or during non-business hours only for work identified authorized in the Statement of Work to be accomplished during non-business hours. Purchaser will also provide other onsite cooperation and assistance as may be reasonably requested by SELLER.

Statement of Work

Project Name: PBX (Phone System) Replacement

Start Date: No later than 30 Days from Contract Signing

End Date: 160 Days from Start Date

Services: SELLER and its agents will assist the Purchaser's OTIS Department personnel in replacing the existing Nortel Meridian 1 Option 61 with Release 25, Nortel Norstars telephone switching and controlling equipment and the existing user desktop Meridian telephones with a Cisco based Voice Over IP (VoIP) call processing and voice messaging system, including IP user phones, unless otherwise specified. The proposed system must be installed and tested without impacting the existing system.

Cutover to the new system will be accomplished at an agreed upon time between Purchaser and SELLER. Promptly but not later than 30 days after contract award, SELLER will schedule a Project Initiation Meeting with Purchaser's representatives. At the Project Initiation Meeting, SELLER will present a draft Project Plan, including a draft Project Schedule and draft Test Plan. Following the Project Initiation Meeting, SELLER may begin data collection and site survey work. Installation of equipment and cabling will not commence until the Project Plan and Project Schedule are approved by the Purchaser's Project Manager. On a schedule mutually agreeable to SELLER and Purchaser, but commencing no later than initial equipment installation, SELLER and Purchaser's Project Managers, along with designated personnel, will meet on at least a weekly basis to review and discuss the Project. Specific objectives and meeting procedures will be developed at the first meeting, but will include at a minimum a review of the project schedule, work planned for the next week, project budget and issues that may impact project schedule or cost.

Services covered under this statement of work include:

- Provision and delivery of required products and materials including all hardware, software, and miscellaneous materials/accessories as listed in Exhibit 1.
- Installation of all products and materials including all hardware, software, and miscellaneous materials/accessories as listed in Exhibit 1.
- Configuration of products and materials including all hardware, software, and miscellaneous materials/accessories as listed in Exhibit 1.
- Labeling of all equipment and cabling installed as part of this project
- Testing of all products and materials including all hardware, software, and miscellaneous materials/accessories as listed in Exhibit 1, including integration and "system wide" testing.
- Documentation for all products and materials including all hardware and software listed in Exhibit 1, as well as "as built" drawings. "Documentation" means all specifications, manuals, drawings, and other media and materials other than Equipment and Software.
- Training for personnel.

SELLER Responsibilities:

1. Coordinate with the Purchaser's Project Manager on the installation schedule for the entire project. This process is to begin at the Project Initiation Meeting. SELLER shall deliver a proposed written Project Schedule at this meeting.
2. Re-verify equipment closet locations with the Purchaser's Project Manager prior to installation. Prior to the furnishing or installing of any equipment, approval of equipment, locations, layout, and installation shall be obtained from the Purchaser.
3. Provide and install all cables and connectors necessary, including copper and fiber optic patch cables, to complete and test the installation.

4. Provide all software updates and upgrades for twelve (12) months from the Acceptance Date at no extra cost (excluding labor)
5. Install, configure and test all materials, equipment and software.
6. Immediately notify the Purchaser Project Manager of any work delays that may impact the project schedule or budget, including delays caused by 3rd party firms or suppliers. Shipping delays are the sole responsibility of the SELLER.

Purchaser Responsibilities:

1. Provide a Project Manager who will be involved in the various stages of the project and who will be a single point of contact for SELLER Program Manager.
2. Ensure staff availability as reasonably requested by SELLER. In the event of conflict between SELLER requirements for staff support, excluding OTIS personnel, and Purchaser business; Purchaser's business requirements will take precedence. Schedule delays resulting from non-availability of Purchaser staff will be promptly brought to the attention of the Purchaser Project Manager and will not be delays that are attributable to SELLER.
3. Provide required configuration details for Call Manager, Unity, and IPCC Express as requested by SELLER according to the timeline outlined in the Project Plan.
4. Provide VPN connectivity to the network to allow for remote access by SELLER'S deployment team engineers. SELLER will follow Purchaser's requirements and procedures concerning VPN connectivity to ensure network security is maintained.
5. Provide required physical access to the Purchaser locations included in this SOW and the SELLER's RFP response.
6. Provide required network access to the Purchaser network.
7. Ensure the required analog and digital voice circuits, as well as Direct Inward Dial (DID) and any other related telephone services are in place.

Parties are bound by all specifications, terms and conditions, and requirements included in the Purchaser's RFP #04-82 and SELLER's response to RFP #04-82. In the event of a conflict between the terms of the RFP or SELLER's response to the RFP, the priority of documents listed in the Master Product Agreement will control to resolve the conflicting terms.

Amendment of Sites from RFP:

The sites designated for upgrade to the new system have been modified from those contained in Purchaser's RFP. These changes are the result of additional information obtained during discussion and negotiations concerning technical and cost feasibility as well as providing the best value system to the Purchaser. Listed below are the amended Core and Alternate sites:

Core Sites

- City Hall/Community Development
- OTIS/Municipal Court/Central Park
- Police Department/Public Works/Public Works Rear Building
- Utility Service Center (USC)/USC Warehouse/Fleet Shop

Alternate Sites with Converged Voice and Data

- Teen Center
- Lincoln Center

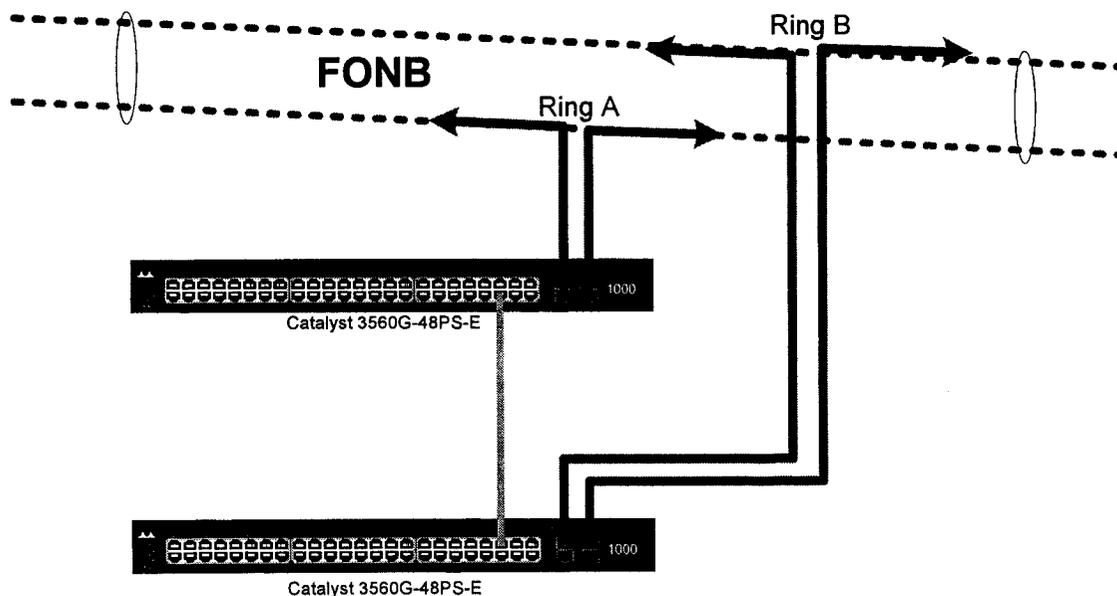
- Fire Station #1
- Fire Station #2
- Fire Station #3
- Fire Station #4
- Fire Station #5
- Carter's Creek Waste Water Treatment Plant (CCWWTP) New
- Landfill

Alternate Sites, Voice Only

- Lick Creek WWTP
- Library

Connectivity:

Core Sites: The Purchaser's fiber optic network backbone (FONB) consists of a single cable containing 48 single mode (SM) fiber optic strands. Two pairs of these strands (termed Ring A and Ring B for illustrative purposes in the diagram below) will be dedicated to this project to provide redundant connection between the four (4) Core Sites. Each Core Site will have two Catalyst 3560G-48PS-E switches installed. At each Core Site, one of the two Catalyst 3560G-48PS-E will be connected to Ring A of the FONB and the other Catalyst 3560G-48PS-E switch will be connected to Ring B of the FONB.



The specific fiber optic strands available for this project will be designated by the Purchaser's Project Manager. The following paragraphs provide specific designation of responsibility for both the Purchaser and the SELLER at each of the core and alternate sites.

Note: Furniture Guidelines referenced in the following paragraphs are defined as:

"SELLER will remove and restore furniture that can be reasonably moved by no more than two technicians, without additional tools such as hand trucks or carts, and furniture that does not require any disassembly or reassembly. In the event that furniture is greater than 100 lbs. or if it needs disassembly or reassembly, Purchaser shall either move and replace the

furniture, or SELLER may install the cable drop in a new location that is not covered by the furniture in question.”

1. City Hall/Community Development: (Appendix 1 to Exhibit 2)

Purchaser Responsibilities:

City Hall

Provide adequate rack space, power and environment for all equipment in Bill of Materials.

Provide copper cabling and termination materials (horizontal cable, patch panels, jacks, wallplates, etc).

Provide Telecommunications Room Pathways (cable tray etc.) and cable management for routing of cabling between equipment.

Provide Ring A and Ring B Single mode fiber circuits between fiber optic patch panels at City Hall and both adjacent Core sites on the ring (all SC connectors).

Provide two (2) terminated Category 6 cables for interconnection between Downstairs and Upstairs equipment.

Provide one (1) two-fiber Multimode fiber circuit between patch panels at City Hall (ST connectors) and Community Development (ST connectors).

Provide Verizon OPX circuits to designated OPX connected sites.

Community Development

Provide adequate rack space, power and environment for all equipment in Bill of Materials.

Provide copper cabling and termination materials (horizontal cable, patch panels, jacks, wallplates, etc).

Provide Telecommunications Room Pathways (cable tray etc.) and cable management for routing of cabling between equipment.

SELLER Responsibilities:

City Hall

Install, terminate, and test new horizontal cabling per RFP 04-82, Section 6 *Cable Systems*. This responsibility includes installation of above-ceiling cable suspension devices and work area outlet boxes where necessary, moving furniture that is within the agreed upon furniture guidelines to obtain adequate workspace, returning furniture after installation of completed and labeled outlet, and restoring any pre-existing cabling infrastructure to an operational condition if disconnection or disruption was necessary to enable cable installation.

Provide all fiber jumpers for connections between fiber patch panels and equipment.

Provide Unshielded Twisted Pair (UTP) Cat 6 patch cords to connect equipment to patch panels

Coordinate Trunk configuration, ordering, and installation with Verizon and the Purchaser to insure proper operation.

Provide compliant analog phone lines into Teleworks AVR/IVR server.

Install, configure, test and cutover all equipment and software.

Community Development

Install, terminate, and test new horizontal cabling per RFP 04-82, Section 6 *Cable Systems*. This responsibility includes installation of above-ceiling cable suspension devices and work area outlet boxes where necessary, moving furniture that is within the agreed upon furniture guidelines to obtain adequate workspace, returning furniture after installation of completed and labeled outlet, and restoring any pre-existing cabling infrastructure to an operational condition if disconnection or disruption was necessary to enable cable installation.

Provide all fiber jumpers for connections between fiber patch panels and equipment.

Install, configure, test and cutover all equipment and software.

2. OTIS/Municipal Court/Parks: (Appendix 2 to Exhibit 2)

Purchaser Responsibilities:

OTIS

Provide adequate rack space, power and environment for all equipment in Bill of Materials.

Provide copper cabling and termination materials (horizontal cable, patch panels, jacks, wallplates, etc).

Provide Telecommunications Room Pathways (cable tray etc.) and cable management for routing of cabling between equipment.

Provide Ring A and Ring B Single mode fiber circuits between fiber optic patch panels at OTIS and both adjacent Core sites on the ring (all SC connectors).

Provide one (1) two-fiber Single mode circuit between patch panels at OTIS (SC connectors) and Central Park (ST connectors).

Provide one (1) two-fiber Multimode circuit between patch panels at OTIS (SC connectors) and Municipal Court (SC connectors).

Provide one (1) 100Mbps Ethernet connection to the Purchaser's existing data network for gateway connectivity.

Municipal Court

Provide adequate rack space, power and environment for all equipment in Bill of Materials.

Provide copper cabling and termination materials (horizontal cable, patch panels, jacks, wallplates, etc).

Provide Telecommunications Room Pathways (cable tray etc.) and cable management for routing of cabling between equipment.

SELLER Responsibilities:

OTIS

Install, terminate, and test new horizontal cabling per RFP 04-82, Section 6 *Cable Systems*. This responsibility includes installation of above-ceiling cable suspension devices and work area outlet boxes where necessary, moving furniture that is within the agreed upon furniture guidelines to obtain adequate workspace, returning furniture after installation of completed and labeled outlet, and restoring any pre-existing cabling infrastructure to an operational condition if disconnection or disruption was necessary to enable cable installation.

Provide all fiber jumpers for connections between fiber patch panels and equipment.

Provide (UTP) Cat 6 patch cords to connect between equipment and Ethernet patch panels.

Coordinate Trunk configuration, ordering, and installation with Verizon and the Purchaser to insure proper operation.

Provide 100Mbps gateway functionality into Purchaser's existing data network.

Install, configure, test and cutover all equipment and software.

Municipal Court

Install, terminate, and test new horizontal cabling per RFP 04-82, Section 6 *Cable Systems*. This responsibility includes installation of above-ceiling cable suspension devices and work area outlet boxes where necessary, moving furniture that is within the agreed upon furniture guidelines to obtain adequate workspace, returning furniture after installation of completed and labeled outlet, and restoring any pre-existing cabling infrastructure to an operational condition if disconnection or disruption was necessary to enable cable installation.

Provide all fiber jumpers for connections between fiber patch panels and equipment.

Install, configure, test and cutover all equipment and software.

3. Police Department/Public Works Main/Public Works Rear Building: (Appendix 3 to Exhibit 2)

Purchaser Responsibilities:

Police Department

Provide adequate rack space, power and environment for all equipment in Bill of Materials.

Provide Telecommunications Room Pathways (cable tray etc.) and cable management for routing of cabling between equipment.

Provide Ring A and Ring B Single mode fiber circuits between fiber optic patch panels at PD and both adjacent Core sites on the ring (all SC connectors).

Provide one (1) two-fiber Multimode circuit between patch panels at PD (ST connectors) and Public Works Main (ST connectors).

Public Works

Provide adequate rack space, power and environment for all equipment in Bill of Materials.

Provide copper cabling and termination materials (horizontal cable, patch panels, jacks, wallplates, etc).

Provide Telecommunications Room Pathways (cable tray etc.) and cable management for routing of cabling between equipment.

Provide one (1) two-fiber Multimode circuit between patch panels at Public Works Main (SC connectors) and Public Works Rear (SC connectors).

Public Works Rear Building

Provide adequate rack space, power and environment for all equipment in Bill of Materials.

Provide copper cabling and termination materials (horizontal cable, patch panels, jacks, wallplates, etc).

Provide Telecommunications Room Pathways (cable tray etc.) and cable management for routing of cabling between equipment.

SELLER Responsibilities:

Police Department

Provide all fiber jumpers for connections between fiber patch panels and equipment.

Coordinate Trunk configuration, ordering, and installation with Verizon and the Purchaser to insure proper operation.

Provide and install Category 3 patch panels cabled to VG248 #1.

Provide compliant Administration Line Appearance audio into Higher Ground Recording System.

For purposes of maintaining existing phone service for the duration of the Purchaser's concurrent but separate PD Facility Renovation Project:

Provide duplicates of existing Analog Loop Start phone lines with VG248 #1 - #3, into existing Norstar Key Systems and end user analog devices via existing "66" telco blocks.

Install, configure, test and cutover all equipment and software.

Public Works Rear Building

Install, terminate, and test new horizontal cabling per RFP 04-82, Section 6 *Cable Systems*. This responsibility includes installation of above-ceiling cable suspension devices and work area outlet boxes where necessary, moving furniture that is within the agreed upon furniture guidelines to obtain adequate workspace, returning furniture after installation of completed and labeled outlet, and restoring any pre-existing cabling infrastructure to an operational condition if disconnection or disruption was necessary to enable cable installation.

Provide all fiber jumpers for connections between fiber patch panels and equipment.

Provide (UTP) Cat 6 patch cords to connect between equipment and Ethernet patch panels.

Install, configure, test and cutover all equipment and software.

Public Works Rear Building

Install, terminate, and test new horizontal cabling per RFP 04-82, Section 6 *Cable Systems*. This responsibility includes installation of above-ceiling cable suspension devices and work area outlet boxes where necessary, moving furniture that is within the agreed upon furniture guidelines to obtain adequate workspace, returning furniture after installation of completed and labeled outlet, and restoring any pre-existing cabling infrastructure to an operational condition if disconnection or disruption was necessary to enable cable installation.

Provide all fiber jumpers for connections between fiber patch panels and equipment.

Provide (UTP) Cat 6 patch cords to connect between equipment and Ethernet patch panels.

Install, configure, test and cutover all equipment and software.

4. Utility Service Center (USC)/USC Warehouse/Fleet Shop: (Appendix 4 to Exhibit 2)

Purchaser Responsibilities:

USC Main

Provide adequate rack space, power and environment for all equipment in Bill of Materials.

Provide copper cabling and termination materials (horizontal cable, patch panels, jacks, wallplates, etc).

Provide Telecommunications Room Pathways (cable tray etc.) and cable management for routing of cabling between equipment.

Provide Ring A and Ring B Single mode fiber circuits between fiber optic patch panels at USC and both adjacent Core sites on the ring (all SC connectors).

Provide one (1) two-fiber Multimode circuit between patch panels at USC Main (SC connectors) and Warehouse (SC connectors).

Provide one (1) voice grade copper circuit to the Fleet Shop.

Warehouse

Provide adequate rack space, power and environment for all equipment in Bill of Materials.

Provide copper cabling and termination materials (horizontal cable, patch panels, jacks, wallplates, etc).

Provide Telecommunications Room Pathways (cable tray etc.) and cable management for routing of cabling between equipment.

SELLER Responsibilities:USC Main

Install, terminate, and test new horizontal cabling per RFP 04-82, Section 6 *Cable Systems*. This responsibility includes installation of above-ceiling cable suspension devices and work area outlet boxes where necessary, moving furniture that is within the agreed upon furniture guidelines to obtain adequate workspace, returning furniture after installation of completed and labeled outlet, and restoring any pre-existing cabling infrastructure to an operational condition if disconnection or disruption was necessary to enable cable installation.

Provide all fiber jumpers for connections between fiber patch panels and equipment.

Provide (UTP) Cat 6 patch cords to connect between equipment and Ethernet patch panels.

Coordinate POTS/Trunk configuration, ordering, and installation with Verizon and the Purchaser to insure proper operation.

Provide and install Category 3 patch panels cabled to VG248.

Provide compliant Administration Line Appearance audio into Dictaphone Recorder.

Provide compliant analog phone lines into Porche Outage Response server.

Install, configure, test and cutover all equipment and software.

Warehouse

Install, terminate, and test new horizontal cabling per RFP 04-82, Section 6 *Cable Systems*. This responsibility includes installation of above-ceiling cable suspension devices and work area outlet boxes where necessary, moving furniture that is within the agreed upon furniture guidelines to obtain adequate workspace, returning furniture after installation of completed and labeled outlet, and restoring any pre-existing cabling infrastructure to an operational condition if disconnection or disruption was necessary to enable cable installation.

Provide all fiber jumpers for connections between fiber patch panels and equipment.

Provide (UTP) Cat 6 patch cords to connect between equipment and Ethernet patch panels.

Install, configure, test and cutover all equipment and software.

Alternate Sites with Converged Voice and Data

1. Teen Center: (Appendix 5 to Exhibit 2)

Purchaser Responsibilities:

Provide adequate rack space, power and environment for all equipment in Bill of Materials.

Provide copper cabling and termination materials (horizontal cable, patch panels, jacks, wallplates, etc).

Provide Telecommunications Room Pathways (cable tray etc.) and cable management for routing of cabling between equipment.

Provide two (2) single-fiber Single mode circuits to OTIS via separate FONB ring paths (all SC Connectors).

Provide one (1) two-fiber Multimode circuit between patch panels at Teen Center (SC connectors) and Hallaran Pool (SC connectors).

Provide one (1) two-fiber Multimode circuit between patch panels at Teen Center (SC connectors) and Southwood Valley Shop (SC connectors).

Provide one (1) existing Cisco 2950-12 for converged voice and data connectivity at Teen Center.

SELLER Responsibilities:

Install, terminate, and test new horizontal cabling per RFP 04-82, Section 6 *Cable Systems*. This responsibility includes installation of above-ceiling cable suspension devices and work area outlet boxes where necessary, moving furniture that is within the agreed upon furniture guidelines to obtain adequate workspace, returning furniture after installation of completed and labeled outlet, and restoring any pre-existing cabling infrastructure to an operational condition if disconnection or disruption was necessary to enable cable installation.

Provide all fiber jumpers for connections between fiber patch panels and equipment.

Provide (UTP) Cat 6 patch cords to connect between equipment and Ethernet patch panels.

Provide converged voice and data operation at Teen Center

Provide voice-only operation at Hallaran Pool and Southwood Valley Shop.

Install, configure, test and cutover all equipment and software.

2. Lincoln Center: (Appendix 5 to Exhibit 2)

Purchaser Responsibilities:

Provide adequate rack space, power and environment for all equipment in Bill of Materials.

Provide Telecommunications Room Pathways (cable tray etc.) and cable management for routing of cabling between equipment.

Provide two (2) single-fiber Single mode circuits to OTIS via separate FONB ring paths (all SC Connectors).

Provide one (1) two-fiber Single mode circuit between patch panels at Lincoln Center (SC connectors) and West District Shop (SC connectors).

SELLER Responsibilities:

Provide all fiber jumpers for connections between fiber patch panels and equipment.

Provide (UTP) Cat 6 patch cords to connect between equipment and Ethernet patch panels.

Provide converged voice and data operation at Lincoln Center.

Provide voice-only operation at West District Shop.

Install, configure, test and cutover all equipment and software.

3. Fire Station #1: (Appendix 6 to Exhibit 2)

Purchaser Responsibilities:

Provide adequate rack space, power and environment for all equipment in Bill of Materials.

Provide copper cabling and termination materials (horizontal cable, patch panels, jacks, wallplates, etc).

Provide Telecommunications Room Pathways (cable tray etc.) and cable management for routing of cabling between equipment.

Provide two (2) single-fiber Single mode circuits to OTIS via separate FONB ring paths (all SC Connectors).

SELLER Responsibilities:

Install, terminate, and test new horizontal cabling per RFP 04-82, Section 6 *Cable Systems*. This responsibility includes installation of above-ceiling cable suspension devices and work area outlet boxes where necessary, moving furniture that is within the agreed upon furniture guidelines to obtain adequate workspace, returning furniture after installation of completed and labeled outlet, and restoring any pre-existing cabling infrastructure to an operational condition if disconnection or disruption was necessary to enable cable installation.

Provide all fiber jumpers for connections between fiber patch panels and equipment.

Provide (UTP) Cat 6 patch cords to connect between equipment and Ethernet patch panels.

Install, configure, test and cutover all equipment and software.

4. Fire Station #2: (Appendix 5 to Exhibit 2)

Purchaser Responsibilities:

Provide adequate rack space, power and environment for all equipment in Bill of Materials.

Provide copper cabling and termination materials (horizontal cable, patch panels, jacks, wallplates, etc).

Provide Telecommunications Room Pathways (cable tray etc.) and cable management for routing of cabling between equipment.

Provide two (2) single-fiber Single mode circuits to OTIS via separate FONB ring paths (all SC Connectors).

SELLER Responsibilities:

Install, terminate, and test new horizontal cabling per RFP 04-82, Section 6 *Cable Systems*. This responsibility includes installation of above-ceiling cable suspension devices and work area outlet boxes where necessary, moving furniture that is within the agreed upon furniture guidelines to obtain adequate workspace, returning furniture after installation of completed and labeled outlet, and restoring any pre-existing cabling infrastructure to an operational condition if disconnection or disruption was necessary to enable cable installation.

Provide all fiber jumpers for connections between fiber patch panels and equipment.

Provide (UTP) Cat 6 patch cords to connect between equipment and Ethernet patch panels.

Install, configure, test and cutover all equipment and software.

5. Fire Station #3: (Appendix 4 to Exhibit 2)

Purchaser Responsibilities:

Provide adequate rack space, power and environment for all equipment in Bill of Materials.

Provide copper cabling and termination materials (horizontal cable, patch panels, jacks, wallplates, etc).

Provide Telecommunications Room Pathways (cable tray etc.) and cable management for routing of cabling between equipment.

Provide one (1) single-fiber Single mode circuit between patch panels at Fire Station 3 (SC connectors) and USC (SC connectors).

SELLER Responsibilities:

Install, terminate, and test new horizontal cabling per RFP 04-82, Section 6 *Cable Systems*. This responsibility includes installation of above-ceiling cable suspension devices and work area outlet boxes where necessary, moving furniture that is within the agreed upon furniture guidelines to obtain adequate workspace, returning furniture after installation of completed and labeled outlet, and restoring any pre-existing cabling infrastructure to an operational condition if disconnection or disruption was necessary to enable cable installation.

Provide all fiber jumpers for connections between fiber patch panels and equipment.

Provide (UTP) Cat 6 patch cords to connect between equipment and Ethernet patch panels.

Install, configure, test and cutover all equipment and software.

6. Fire Station #4: (Appendix 5 to Exhibit 2)

Purchaser Responsibilities:

Provide adequate rack space, power and environment for all equipment in Bill of Materials.

Provide copper cabling and termination materials (horizontal cable, patch panels, jacks, wallplates, etc).

Provide Telecommunications Room Pathways (cable tray etc.) and cable management for routing of cabling between equipment.

Provide two (2) single-fiber Single mode circuits to OTIS via separate FONB ring paths (all SC Connectors).

SELLER Responsibilities:

Install, terminate, and test new horizontal cabling per RFP 04-82, Section 6 *Cable Systems*. This responsibility includes installation of above-ceiling cable suspension devices and work area outlet boxes where necessary, moving furniture that is within the agreed upon furniture guidelines to obtain adequate workspace, returning furniture after installation of completed and labeled outlet, and restoring any pre-existing cabling infrastructure to an operational condition if disconnection or disruption was necessary to enable cable installation.

Provide all fiber jumpers for connections between fiber patch panels and equipment.

Provide (UTP) Cat 6 patch cords to connect between equipment and Ethernet patch panels.

Install, configure, test and cutover all equipment and software.

7. Fire Station #5: (Appendix 4 to Exhibit 2)

Purchaser Responsibilities:

Provide adequate rack space, power and environment for all equipment in Bill of Materials.

Provide Telecommunications Room Pathways (cable tray etc.) and cable management for routing of cabling between equipment.

Provide one (1) single-fiber Single mode circuit between patch panels at Fire Station 5 (SC connectors) and USC (SC connectors).

Provide one (1) existing Cisco WS-3560-48PS-S configured with one (1) GLC-T= GBIC for converged voice and data connectivity.

SELLER Responsibilities:

Provide all fiber jumpers for connections between fiber patch panels and equipment.

Provide (UTP) Cat 6 patch cords to connect between equipment and Ethernet patch panels.

Reconfigure existing Cisco WS-3560-48PS-S for converged voice and data connectivity.

Install, configure, test and cutover all equipment and software.

8. Carter's Creek Waste Water Treatment Plant (CCWWTP) New: (Appendix 6 to Exhibit 2)

Purchaser Responsibilities:

Provide adequate rack space, power and environment for all equipment in Bill of Materials.

Provide copper cabling and termination materials (horizontal cable, patch panels, jacks, wallplates, etc).

Provide Telecommunications Room Pathways (cable tray etc.) and cable management for routing of cabling between equipment.

Provide two (2) single-fiber Singlemode circuits to OTIS via separate FONB ring paths (all SC Connectors).

Provide one (1) two-fiber Multimode circuit between patch panels at CCWWTP New (SC connectors) and Old building (SC connectors).

Provide one (1) two-fiber Multimode circuit between patch panels at CCWWTP Old (SC connectors) and Lab (SC connectors).

Provide one (1) two-fiber Multimode circuit between patch panels at CCWWTP Old (SC connectors) and Electrician Shop (SC connectors).

SELLER Responsibilities:

Install, terminate, and test new horizontal cabling per RFP 04-82, Section 6 *Cable Systems*. This responsibility includes installation of above-ceiling cable suspension devices and work area outlet boxes where necessary, moving furniture that is within the agreed upon furniture guidelines to obtain adequate workspace, returning furniture after installation of completed and labeled outlet, and restoring any pre-existing cabling infrastructure to an operational condition if disconnection or disruption was necessary to enable cable installation.

Provide all fiber jumpers for connections between fiber patch panels and equipment.

Provide (UTP) Cat 6 patch cords to connect between equipment and Ethernet patch panels.

Provide converged voice and data operation at CCWWTP New.

Provide voice-only operation at Old building, Lab and Electrician Shop.

Install, configure, test and cutover all equipment and software.

9. Landfill : (Appendix 4 to Exhibit 2)

Purchaser Responsibilities:

Provide adequate rack space, power and environment for all equipment in Bill of Materials.

Provide copper cabling and termination materials (horizontal cable, patch panels, jacks, wallplates, etc).

Provide Telecommunications Room Pathways (cable tray etc.) and cable management for routing of cabling between equipment.

Provide one (1) single-fiber Singlemode circuit between patch panels at Landfill (SC connectors) and USC (SC connectors).

Provide one (1) voice grade copper circuit to Shop.

SELLER Responsibilities:

Install, terminate, and test new horizontal cabling per RFP 04-82, Section 6 *Cable Systems*. This responsibility includes installation of above-ceiling cable suspension devices and work area outlet boxes where necessary, moving furniture that is within the agreed upon furniture guidelines to obtain adequate workspace, returning furniture after installation of completed and labeled outlet, and restoring any pre-existing cabling infrastructure to an operational condition if disconnection or disruption was necessary to enable cable installation.

Provide all fiber jumpers for connections between fiber patch panels and equipment.

Provide (UTP) Cat 6 patch cords to connect between equipment and Ethernet patch panels.

Install, configure, test and cutover all equipment and software.

Alternate Sites, Voice Only

1. Lick Creek WWTP: (Appendix 4 to Exhibit 2)

Purchaser Responsibilities:

Provide adequate rack space, power and environment for all equipment in Bill of Materials.

Provide copper cabling and termination materials (horizontal cable, patch panels, jacks, wallplates, etc).

Provide Telecommunications Room Pathways (cable tray etc.) and cable management for routing of cabling between equipment.

Provide one (1) single-fiber Single mode circuit between patch panels at Lick Creek (SC connectors) and USC (SC connectors).

SELLER Responsibilities:

Install, terminate, and test new horizontal cabling per RFP 04-82, Section 6 *Cable Systems*. This responsibility includes installation of above-ceiling cable suspension devices and work area outlet boxes where necessary, moving furniture that is within the agreed upon furniture guidelines to obtain adequate workspace, returning furniture after installation of completed and labeled outlet, and restoring any pre-existing cabling infrastructure to an operational condition if disconnection or disruption was necessary to enable cable installation.

Provide all fiber jumpers for connections between fiber patch panels and equipment.

Provide (UTP) Cat 6/Cat 3 patch cords to connect between equipment and Ethernet patch panels as appropriate.

Install, configure, test and cutover all equipment and software.

2. Library: (Appendix 5 to Exhibit 2)

Purchaser Responsibilities:

Provide adequate rack space, power and environment for all equipment in Bill of Materials.

Provide copper cabling and termination materials (horizontal cable, patch panels, jacks, wallplates, etc).

Provide Telecommunications Room Pathways (cable tray etc.) and cable management for routing of cabling between equipment.

Provide two (2) single-fiber Single mode circuits to OTIS via separate FONB ring paths (all SC Connectors).

SELLER Responsibilities:

Install, terminate, and test new horizontal cabling per RFP 04-82, Section 6 *Cable Systems*. This responsibility includes installation of above-ceiling cable suspension devices and work area outlet boxes where necessary, moving furniture that is within the agreed upon furniture guidelines to obtain adequate workspace, returning furniture after installation of completed and labeled outlet, and restoring any pre-existing cabling infrastructure to an operational condition if disconnection or disruption was necessary to enable cable installation.

Provide all fiber jumpers for connections between fiber patch panels and equipment.

Provide (UTP) Cat 6/Cat 3 patch cords to connect between equipment and Ethernet patch panels as appropriate

Install, configure, test and cutover all equipment and software.

Scheduling

Work shall be performed during Purchaser's normal hours of operation for the building where work is taking place. Purchaser understands and acknowledges that it may be advantageous and less disruptive to Purchaser business to accomplish cabling tasks outside normal work hours. Notwithstanding the foregoing understanding, any requests to perform work outside normal working hours must be submitted to, coordinated with and approved by the Purchaser's Project Manager at least sixteen (16) working hours prior to the desired start of the designated task. Seller will not charge overtime or premium time for work performed outside normal working hours that is authorized by Purchaser as a convenience to SELLER.

Specifications and Standards

SELLER shall conform to all technical specifications, standards and requirements specified in RFP #04-82, including the "Technical Specifications" section.

SELLER's Exceptions to the Technical Specifications

Sections 5.10.6.8 and 5.10.10 and Item 5.g in the RFP#04-82 as noted in SELLER's response to RFP #04-82 are acknowledged and resolved as follows:

1. Technical Specifications, Section 5.10.6.8 – Purchaser acknowledges that there is no direct integration between Unity and Groupwise and will consider third party integration software, hardware, service and installation as a separate option to this contract.

2. Technical Specifications, Section 5.10.10 – Purchaser acknowledges Cisco hardware and software service contracts, termed SmartNet. Exhibit 3 governs software licensing and maintenance and service agreements between Cisco and Purchaser.
3. Section 5.g. – Support agreements from Cisco and SELLER are incorporated as Exhibits 6 and 7 respectively to the Master Product Agreement.

RFP Changes and Modifications

The following changes and modifications to the RFP# 04-82 and SELLER's response to RFP#04-82 have been discussed and agreed to by SELLER and Purchaser:

1. The cabling and equipment Bill of Materials (BOM) and pricing are changed to that listed in Exhibit 1.
2. Purchaser will furnish Station Cords for all telephones.
3. Physical sites and equipment and services provided at each site are as listed in Exhibit 1 and this Statement of Work.
4. Purchaser will provide all hardware (e.g. outlet boxes, jacks, wallplates, etc.) for SELLER to terminate the Standard Information Outlet (SIO) as defined in RFP #04-82, section 6.20. Installation and termination remains SELLER's responsibility.

User Training

Prior to system cutover, SELLER will provide up to five (5) days of training classes. Classes will consist of a maximum of twelve (12) people per session and each session will last for a minimum of ninety (90) minutes. SELLER shall install temporary cabling and equipment in a location, designated by Purchaser, to conduct this training. Additionally, SELLER will provide a minimum of two (2) hours dedicated hands-on training for all users who will perform Call Attendant duties, up to a maximum of 20 sessions. Sessions may be combined to facilitate training at Purchaser's option.

Post cutover and Refresher Training will be conducted as per section 5.16.14 of RFP 04-82 Technical Specifications.

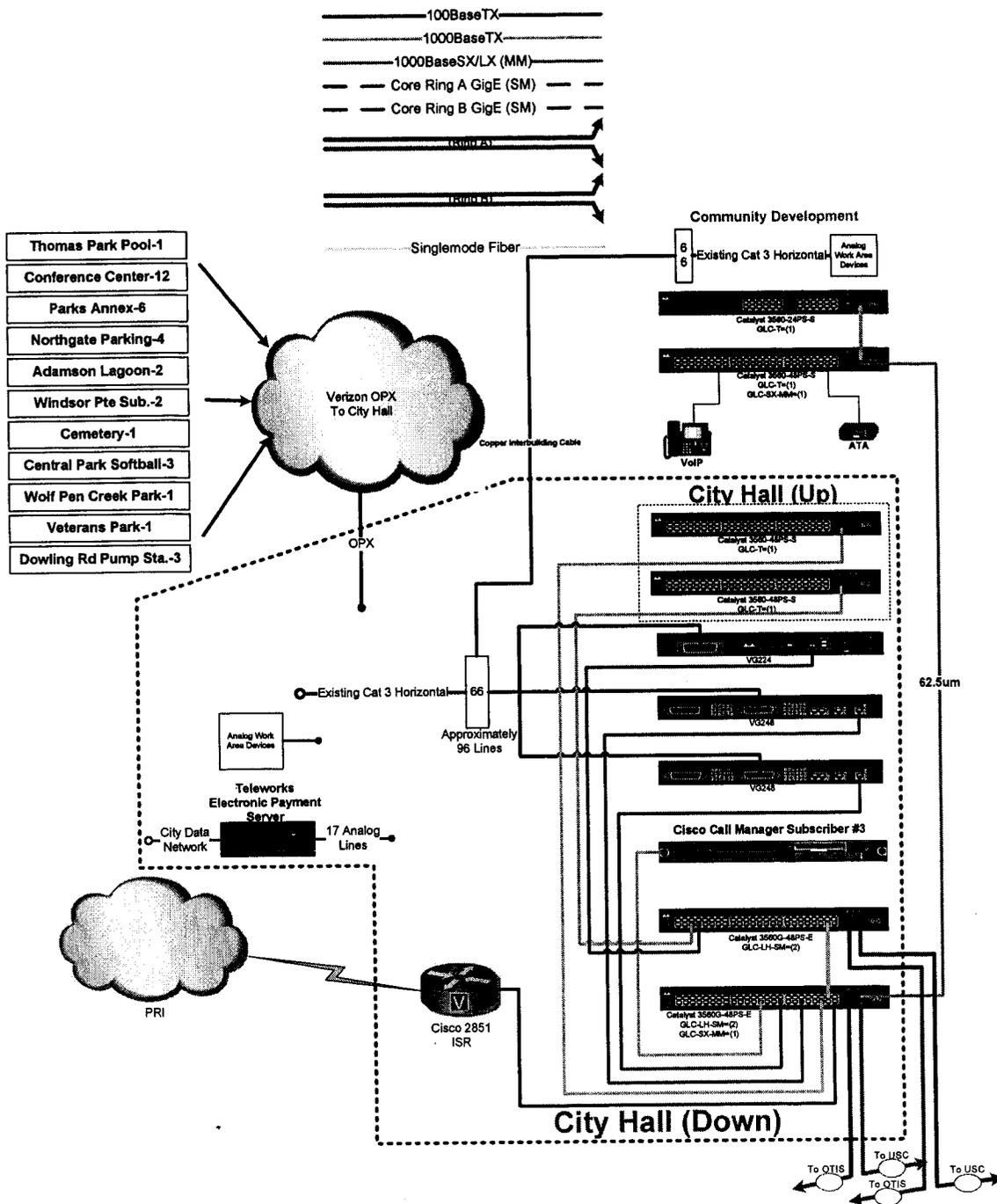
System Testing

SELLER will be responsible for creating and overseeing complete Testing Plans for the implementation. This will include SELLER testing of all major components of the solution which include:

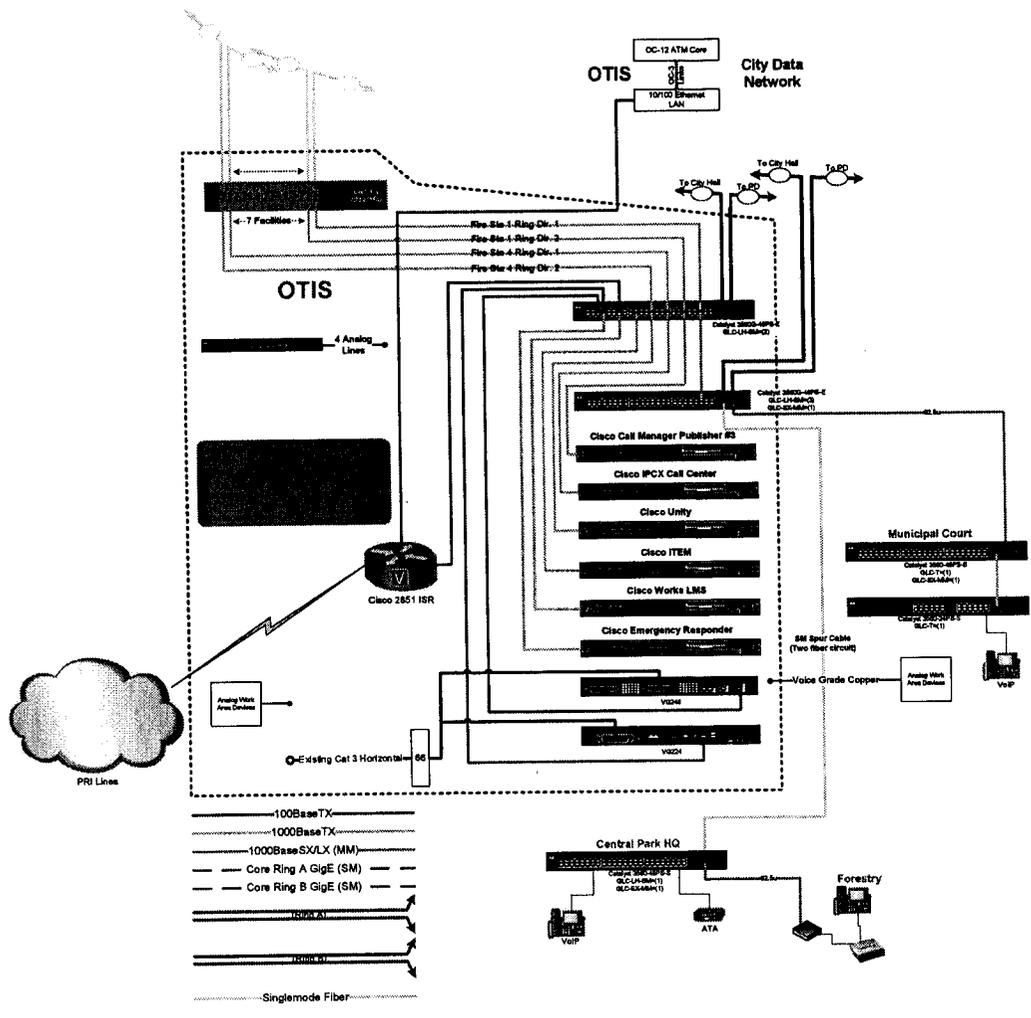
- Cisco CallManager
- Cisco Unity (VM only)
- IPCC Express
- Cisco WLMS
- Cisco ITEM
- Cisco Emergency Responder
- Analog Gateways (VG224, VG248, ATAs)
- IP Phones
- Gateways (routers)
- Switches

The testing plan will address redundancy / failover testing, configuration / integration testing, and user acceptance testing. Detailed Testing Plans will be created to address the specific components, and these Testing Plans will reflect the exact configurations / features implemented as part of this project. Purchaser will perform all required End User testing procedures as defined by the Testing Plans, and that Purchaser will perform these procedures within the specified timeframe as agreed upon by Purchaser and SELLER.

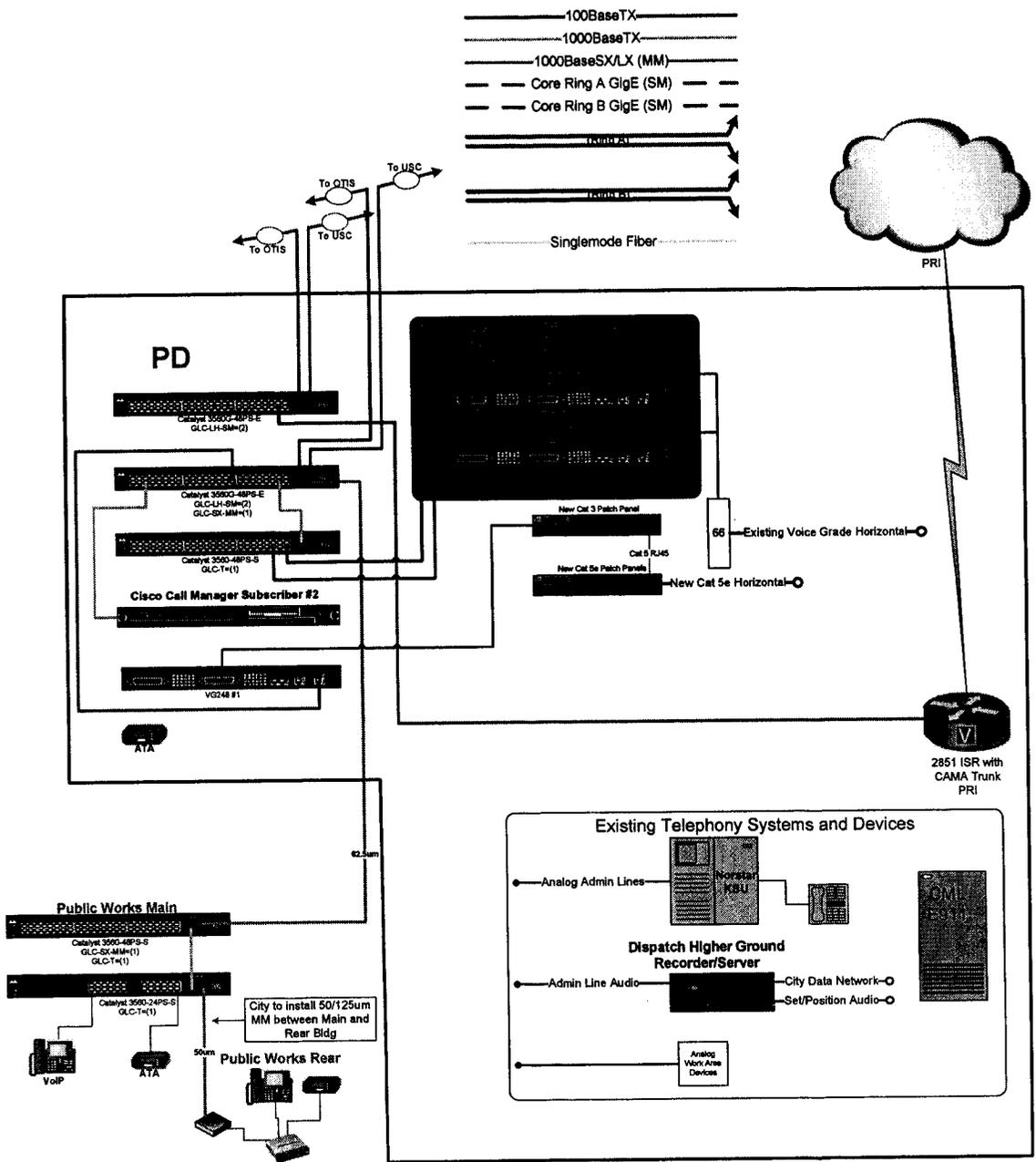
An initial rough draft of the testing plan will be presented at the Project Initiation Meeting. The testing plan will be updated and modified as required during planning and installation.



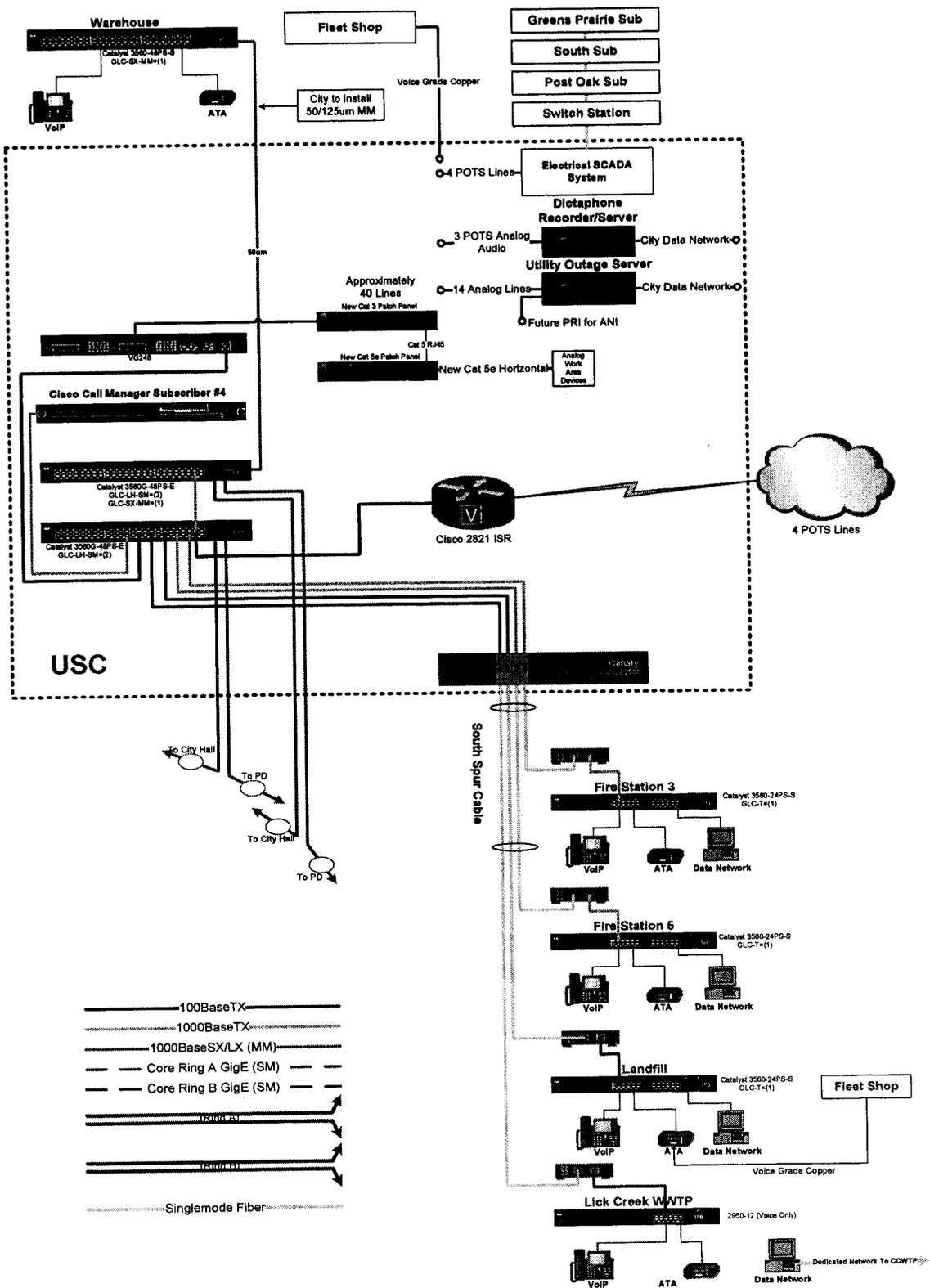
Appendix 1 to Exhibit 2
City Hall



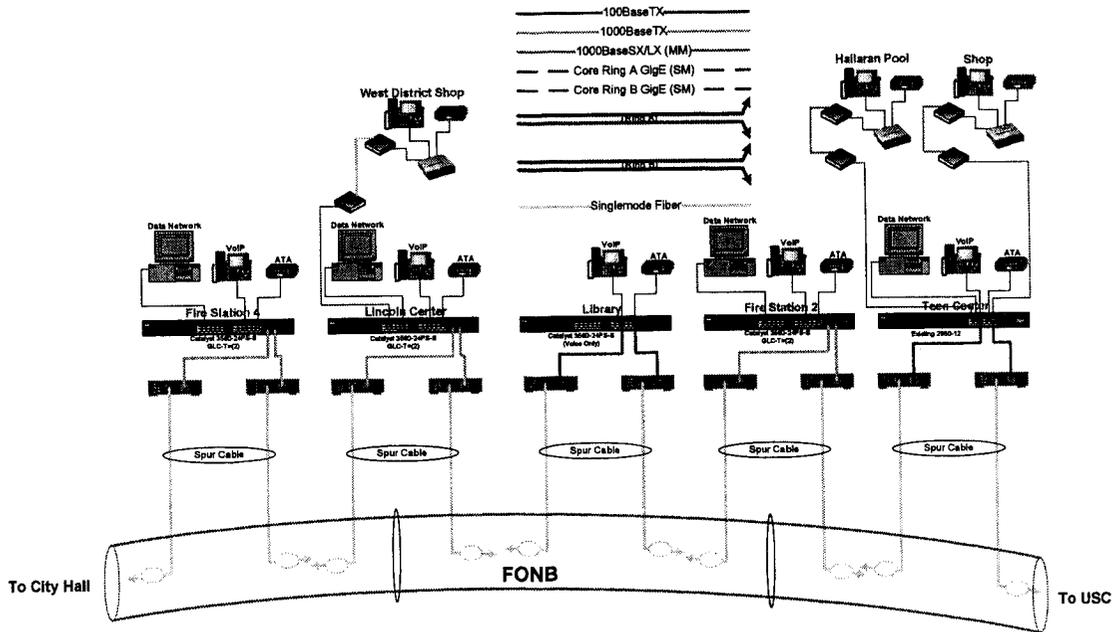
Appendix 2 to Exhibit 2
OTIS



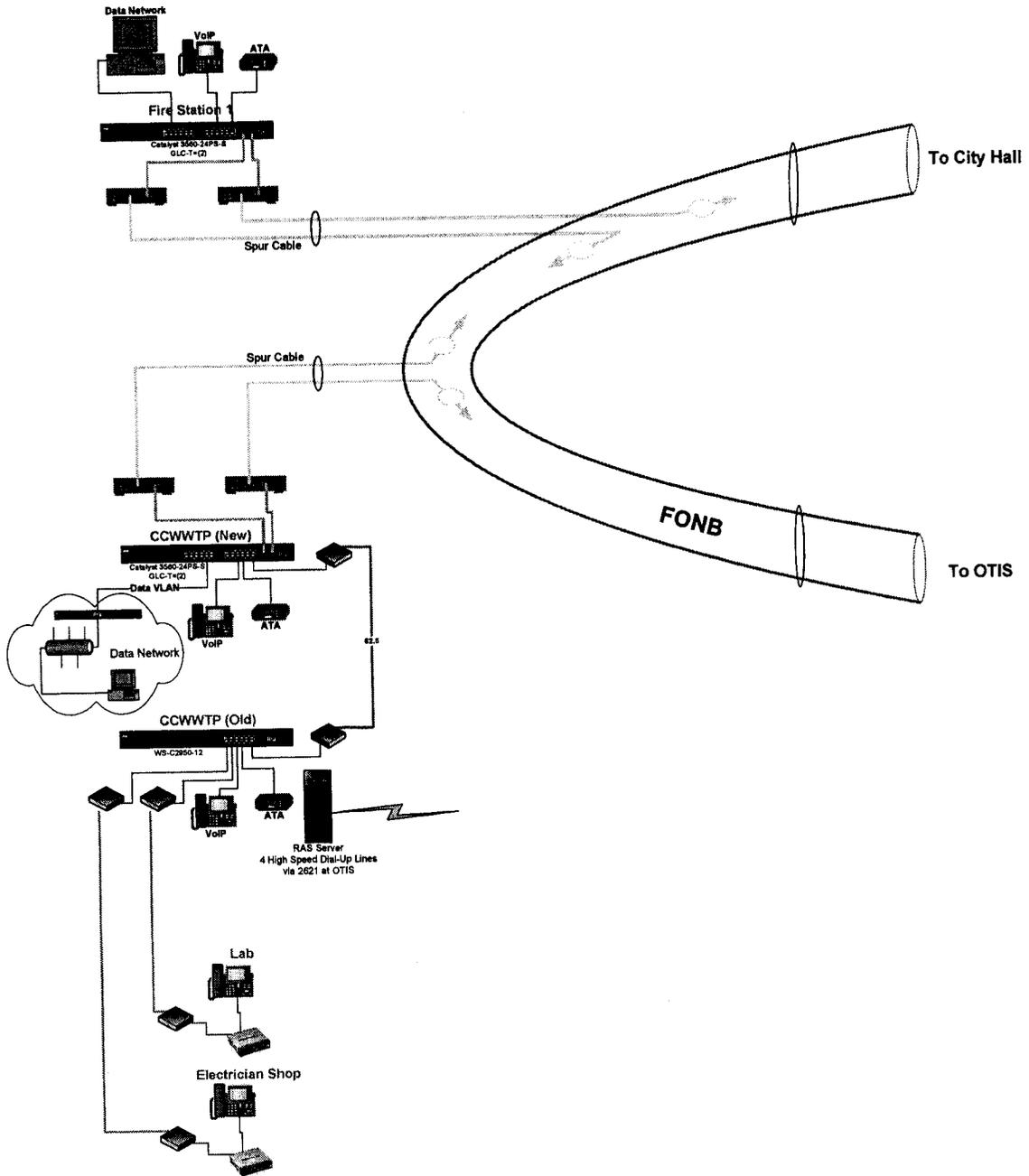
Appendix 3 to Exhibit 2
Police Department



**Appendix 4 to Exhibit 2
Utility Service Center
And Alternate Sites Group 1**



**Appendix 5 to Exhibit 2
Alternate Sites Group 2**



Appendix 6 to Exhibit 2
Alternate Sites Group 3



City of College Station Purchase Order

1101 Texas Avenue P O Box 9960
College Station, Texas 77842-0960
(979) 764-3555 Fax: (979) 764-3899
www.cstx.gov

Purchase Order No.
051095
Above number must appear on all correspondence
Date
08/22/05

45158

V	ELINEAR SOLUTIONS
E	2901 W SAM HOUSTON PKWY N
N	SUITE E-300
D	HOUSTON, TX 77043
O	TEL# (713) 358-5050
R	FAX# (713) 896-0510

S	CITY OF COLLEGE STATION
H	UTILITY SERVICE CENTER
I	OTIS/COMMUNICATIONS
P	310 KRENEK TAP ROAD
T	COLLEGE STATION, TX 77845

DELIVER BY	F.O.B.	TERMS	ACCOUNT NO.	PROJECT NO.	REQ. NO.	BID NO
12/31/05	COLLEGE S	NET/10	SEE BELOW			
LINE	QUANTITY	UOM	DESCRIPTION	UNIT COST	EXTENSION	
1	606159.66	EA	HARDWARE AS LISTED IN EXHIBIT 1 TO THE PRODUCT AGREEMENT (SUITABLE SUBSTITUTE(S), AS AGREED BY THE CITY'S PROJECT MANAGER IS ACCEPTABLE)	1.0000	606159.66	
2	35.00	EA	SPARE 7960 PHONES WITH LICENSE AND MAINTENANCE, AS NEEDED	300.8400	10529.40	
3	8.00	EA	SPARE 7940 PHONES WITH LICENSE AND MAINTENANCE, AS NEEDED	248.8400	1990.72	
4	30.00	EA	SPARE 7914 EXPANSION MODULE FOR 7960 PHONE *NOTE: PURCHASE AND INSTALLATION MUST BE APPROVED BY CITY'S PROJECT MANAGER PRIOR TO ORDER	205.4000	6162.00	
5	73244.00	EA	INSTALLATION AND CONFIGURATION OF HARDWARE AS LISTED IN EXHIBIT 1 OF THE PRODUCT AGREEMENT	1.0000	73244.00	
6	82584.00	EA	CABLING--DROPS (1116 QTY) NOT TO EXCEED \$82,584	1.0000	82584.00	
7	12000.00	EA	USER TRAINING	1.0000	12000.00	
8	6000.00	EA	INFORMAL TECHNICAL TRAINING	1.0000	6000.00	
9	9000.00	EA	PROJECT MANAGEMENT	1.0000	9000.00	
10	12000.00	EA	PROJECT PLANNING	1.0000	12000.00	
PAYMENT TO BE INVOICED AND PAID AS FOLLOWS: 20% DOWN PAYMENT, WITHIN 30 DAYS OF CONTRACT AWARD 30% UPON DELIVERY AND INSTALLATION OF EQUIPMENT AND CABLING AT 4 CORE SITES (AS DEFINED IN RFP AND STATEMENT OF WORK) 30% SUCCESSFUL CUTOVER TO THE NEW SYSTEM 20% SYSTEMS ACCEPTANCE (DEFINED AS THE DATE ON THE WRITTEN CERTIFICATE OF ACCEPTANCE) TERMS, CONDITIONS, AND PRICING FOR MASTER PRODUCT AGREEMENT (CONTRACT NO. 05-236) AND CISCO MASTER SERVICES AGREEMENT (CONTRACT NO. 05-236A) SHALL APPLY TO THIS PURCHASE ORDER COUNCIL APPROVAL AUGUST 8, 2005 ITEM 12.6						
NOTICE TO VENDOR: To insure prompt payment mail invoice in duplicate and copy of paid freight bill to be included if invoicing for prepaid freight. Mail invoice to Attn: Accounting Department, P. O. Box 9973, College Station, Texas 77842-0973. The City of College Station is exempt from Federal, State, and Local taxes. Federal No. is 1-74-6000534-5.					GRAND TOTAL	

Cheryl K. Jurney

PURCHASING AGENT



City of College Station Purchase Order

1101 Texas Avenue P O Box 9960
College Station, Texas 77842-0960
(979) 764-3555 Fax: (979) 764-3899
www.cstx.gov

2 129

Purchase Order No.
051095
Above number must appear on all correspondence
Date
08/22/05

45158

V	ELINEAR SOLUTIONS
E	2901 W SAM HOUSTON PKWY N
N	SUITE E-300
D	HOUSTON, TX 77043
O	TEL# (713) 358-5050
R	FAX# (713) 896-0510

S	CITY OF COLLEGE STATION
H	UTILITY SERVICE CENTER
I	OTIS/COMMUNICATIONS
P	310 KRENEK TAP ROAD
T	COLLEGE STATION, TX 77845

DELIVER BY	F.O.B.	TERMS	ACCOUNT NO.	PROJECT NO.	REQ. NO.	BID NO
12/31/05	COLLEGE S	NET/10	SEE BELOW			
LINE	QUANTITY	UOM	DESCRIPTION		UNIT COST	EXTENSION
<p>NOTICE TO VENDOR: To insure prompt payment mail invoice in duplicate and copy of paid freight bill to be included if invoicing for prepaid freight. Mail invoice to Attn: Accounting Department, P. O. Box 9973, College Station, Texas 77842-0973. The City of College Station is exempt from Federal, State, and Local taxes. Federal No. is 1-74-6000534-5.</p>						
					GRAND TOTAL	819669.78

Cheryl K. Jurney

PURCHASING AGENT



City of College Station Purchase Order

1101 Texas Avenue P O Box 9960
College Station, Texas 77842-0960
(979) 764-3555 Fax: (979) 764-3899
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Purchase Order No.
051095
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Date
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45158

V ELINEAR SOLUTIONS
E 2901 W SAM HOUSTON PKWY N
N SUITE E-300
D HOUSTON, TX 77043
O TEL# (713) 358-5050
R FAX# (713) 896-0510

S CITY OF COLLEGE STATION
H UTILITY SERVICE CENTER
I OTIS/COMMUNICATIONS
P 310 KRENEK TAP ROAD
T COLLEGE STATION, TX 77845
O

DELIVER BY	F.O.B.	TERMS	ACCOUNT NO.	PROJECT NO.	REQ. NO.	BID NO
12/31/05						

LINE	QUANTITY	UOM	DESCRIPTION			UNIT COST	EXTENSION
***** * ACCOUNTING INFORMATION ONLY - DO NOT SEND THIS PAGE TO THE VENDOR* *****							
	REQ/ACCT		DATE	REQ. BY	PROJECT	AMOUNT	
	0000019646		08/18/05	BEN ROPER/KIM VOITIER	CO0400	624841.78	
	22591119717020						
	0000019646		08/18/05	BEN ROPER/KIM VOITIER	CO0400	155828.00	
	13791119717040						
	0000019646		08/18/05	BEN ROPER/KIM VOITIER	CO0400	18000.00	
	22591119717030						
	0000019646		08/18/05	BEN ROPER/KIM VOITIER	CO0400	21000.00	
	13791119717090						

NOTICE TO VENDOR: To insure prompt payment mail invoice in duplicate and copy of paid freight bill to be included if invoicing for prepaid freight. Mail invoice to Attn: Accounting Department, P. O. Box 9973, College Station, Texas 77842-0973. The City of College Station is exempt from Federal, State, and Local taxes. Federal No. is 1-74-6000534-5.

GRAND TOTAL

Cheryl K. Jurney
PURCHASING AGENT

**July 27, 2006
Consent Agenda
Internet Application for Building Permits**

To: Glenn Brown, City Manager

From: Olivia Burnside, Chief Information Officer

Agenda Caption: Presentation, possible action, and discussion regarding approval of a contract for the purchase of Click2Gov Building Permits module Software License and Services Agreement with Sungard HTE for an amount not to exceed \$9,090.

Recommendation(s): Staff recommends approval.

Summary: This software module will enable both contractors and citizens to view information regarding specific Building Permit Applications, schedule inspections, and track status and comments online, at their convenience. This will improve efficiency, access to information, and communication with our customers. This project is included in the Technology Plan.

This contract (06-245) is a Supplement to the H.T.E., Inc. Software and License Agreement dated March 13, 1998 between Sungard HTE Inc. and the City of College Station. This contract is exempt from competitive bidding by LGC 252.022(a)(7)(A) due to one source based on software copyrights. Sungard HTE is the software vendor for approximately 20 modules (applications) hosted on the IBM i5 computer and used by virtually every City department including, but not limited to Utility Customer Servicer, Finance, Budget and Accounting, Fleet Management and Planning and Development Services.

Budget & Financial Summary: This project was approved through a service level adjustment in the 2006 operating budget and is under budget. Ongoing costs of \$1,220 were approved as a part of the service level adjustment.

Attachments:

Supplemental contract for Click2Gov Software and License Agreement
Insurance Certificate

**SUPPLEMENT TO H.T.E., INC. SOFTWARE LICENSE AND SERVICES AGREEMENT
BY AND BETWEEN SUNGARD HTE INC. AND CITY OF COLLEGE STATION, TX
SCHEDULE A-PRICING AND PAYMENT SCHEDULE
CONTRACT NO. COLG-20060604**

This Supplement is to the H.T.E., Inc. Software License and Services Agreement (Agreement) dated March 13, 1998, between SunGard HTE Inc. (HTE) and City of College Station, TX (Customer). Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

SunGard HTE Licensed Programs	License Fees	Installation Fees	Annual Support
Click2Gov BP Module - K3	\$ 6,070.00	\$ 1,800.00	\$ 1,220.00
SunGard HTE Licensed Program Totals	\$ 6,070.00	\$ 1,800.00	\$ 1,220.00

Payment Schedule*	Total Contract	Due Upon Contract Execution	Due As Incurred/ Delivered	Due As Otherwise Noted
License Fees	\$ 6,070.00	\$ 6,070.00		
Installation Fees	1,800.00		\$ 1,800.00	
Annual Support	1,220.00			\$ 1,220.00
Grand Total	\$ 9,090.00	\$ 6,070.00	\$ 1,800.00	\$ 1,220.00

APPLICABLE TAXES ARE NOT INCLUDED IN THIS SCHEDULE, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER. CUSTOMER IS A TAX EXEMPT ENTITY AND WILL PROVIDE ITS TAX EMEMPTION NUMBER.

***Payments:**

THE AMOUNTS NOTED ABOVE SHALL BE PAYABLE AS FOLLOWS:

- License Fees: Upon execution of this Supplement.
- Installation Fees: On invoice; upon completion.
- Annual Support Fees: Prior to the commencement of the initial term of support. Support fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. Rates for subsequent years of support service are subject to change.
- Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the SunGard HTE Corporate Travel and Expense Reimbursement Policy. SunGard HTE agrees to use the same diligence in controlling reimbursable expenses as it uses in its own business for expenses incurred by SunGard HTE.

Click2Gov Conditions

Customer agrees to meet the requirements of the HTE Click2Gov Hardware Recommendations attached. Click2Gov Licensed Programs do not include source code.

Licensed Program Testing and Acceptance

The License Program Testing and Acceptance as defined in Section VI of the Agreement shall extend for a period of sixty (60) days commencing on the first day of Installation and Configuration services of each Licensed Program.

Warranty

SunGard HTE warrants that for a period of one hundred twenty (120) days after testing and acceptance of the Licensed Programs, the SunGard HTE Licensed Programs herein will perform in substantial compliance with the reference documentation supplied by SunGard HTE, provided the Licensed Programs are used in the proper operating environment. SunGard HTE does not warrant that the functions contained in the Licensed Programs will meet the Customer's requirement or will operate in the combinations which may be selected for use by the Customer after the one hundred twenty (120) day period.

Any other utility or incidental software distributed by SunGard HTE will be on an "AS IS" and "WITH ALL FAULTS" basis without warranty of any kind either expressed or implied. SunGard HTE shall be responsible only for the Licensed Programs and products as originally supplied and accepted by Customer, and for changes made to the Licensed Programs by SunGard HTE's authorized representatives. SunGard HTE will not be responsible for the consequences of attempts at changes or modifications to the products and Licensed Programs made by the Customer or any other unauthorized party.

SunGard HTE warrants that it has the right to license the SunGard HTE Licensed Programs listed herein and that the SunGard HTE Licensed Programs do not infringe any intellectual property of any third party. SunGard HTE agrees to defend and indemnify Customer against expenses, including reasonable attorneys' fees, costs, expert fees and other fees and expenses and liability arising from any claim of infringement related to SunGard HTE Licensed Programs provided SunGard HTE shall have the right to control the defense or settlement of any such claim. If use of the SunGard HTE Licensed Programs by the Customer is enjoined by any infringement proceeding, SunGard HTE shall, if possible, obtain without unreasonable expense the right of License for the Customer to use the SunGard HTE Licensed Programs or if that is not possible, SunGard HTE shall refund to the Customer the license fees paid under this Supplement for the particular Licensed Program that is determined to be infringing.

SunGard HTE does not make any representations or warranties with respect to intellectual property rights of any third party products. Any such representations or warranties are made solely by the Vendor of such products, and shall not be construed as a warranty with respect to infringement and the like by SunGard HTE.

SUNGARD HTE MAKES NO WARRANTIES, OTHER THAN AS STATED HEREIN, WITH RESPECT TO THE PARTICULAR LICENSED PROGRAM(S), EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

Remedies and Limitation of Liability

In situations involving performance or nonperformance of Licensed Programs furnished under this Supplement, the Customer's remedy is (1) the prompt correction by SunGard HTE of Licensed Program defects, or (2) if, after commercially reasonable efforts, HTE is unable to make the Licensed Programs operate as warranted, HTE shall reimburse Customer actual, direct damages to the limits set forth in Section XI of the Agreement. Customer shall return or destroy the Licensed Programs for which damages are sought once the reimbursement has been received.

SunGard HTE's liability for claims related to bodily injury, death and damage to real property and tangible personal property, as provided in Section XI of the Agreement, is intended to include, and does include, claims in which automobiles are involved.

HTE Support Services

The initial term of HTE support services shall commence one hundred twenty (120) days after installation/configuration of the Licensed Program(s), and extend for a twelve (12) month term. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the initial support period. Support Services do not include maintenance on modifications made to the Licensed Program(s) at Customer's request.

Scheduled Resource Changes

Customer acknowledges that HTE makes every effort to schedule training and project management sessions sufficiently in advance to make effective use of HTE's personnel and to obtain favorable prices for travel and living. In the event Customer schedules and then cancels training or project management, Customer shall be obligated to reimburse HTE for any non-refundable expenses incurred by HTE for travel expenses. Notwithstanding the above, HTE will use commercially reasonable efforts to reschedule HTE personnel in order to mitigate Customer's costs and expenses under this paragraph. To the extent HTE is successful in such rescheduling, Customer's payment obligations shall be reduced.

Preprinted Terms and Conditions

Preprinted conditions and all other terms, not included in this Supplement or in the Agreement, on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Agreement, and if applicable, this Supplement and the Hardware Purchase Agreement if applicable, shall control unless expressly accepted by SunGard HTE in writing to the Customer.

Non-Hiring Statement

During the term of this Supplement and for a period of twenty-four (24) months after the termination of this Supplement, neither party may offer to hire or in any way employ or compensate any of the employees of the other Party or persons who have been employed by that party within the immediate past twenty-four (24) months without prior consent of the other party.

Provisions of Insurance

The provisions for insurance as defined in the Agreement are hereby terminated for this and subsequent SunGard HTE supplements and shall be replaced with the attached "Certificate of Liability Insurance".

Estimated Travel and Living Expenses

The Travel and Living Expense Estimated below includes travel and living expenses associated with services performed for the Licensed Programs in this Supplement. Customer agrees to pay actual travel and living expenses incurred by HTE. HTE will use commercially reasonable efforts not to exceed the projected expense defined below.

Airfare	\$550 (booked at least 21 days in advanced)	1 Flight
Hotel	\$93/Night	2 Nights - \$186
Per diem	\$39/Day	2 Days - \$78
Car Rental	\$45/Day	3 Days - \$135
Miscellaneous Expenses (Parking, Tolls, Mileage etc.) = \$100		
Total Estimate = \$1,049		
Customer is Tax Exempt		

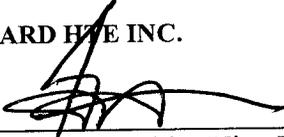
The terms and conditions contained in this Supplement, including the prices, will be honored as set forth herein, provided this Supplement is fully executed by August 31, 2006.

Customer warrants that the amounts to be paid hereunder will be paid out of Customers budgeted funds.

CITY OF COLLEGE STATION, TX

SUNGARD HTE INC.

Ron Silvia, Mayor


Grant Harbin, Vice President

Date

July 5, 2006
Date

ATTEST:

Connie Hooks, City Secretary

Date

Glenn Brown, City Manager

Date



Angela M. DeLuca
City Attorney

Date

Jeff Kersten, Chief Financial Officer

Date

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
 135
 CLP-001106171-16

PRODUCER

Marsh USA Inc.
 TWO LOGAN SQUARE
 PHILADELPHIA, PA 19103-2797
 Attn: Contract.ReviewCSS@marsh.com Fax: 212-948-1306

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

- COMPANY
A LIBERTY MUTUAL FIRE INSURANCE COMPANY
- COMPANY
B N/A
- COMPANY
C LIBERTY INSURANCE CORPORATION
- COMPANY
D

669365-SUNGA-GAWU-06-07 HTE GAW WAIVE

INSURED

SUNGARD DATA SYSTEMS INC.,
 ITS COMPANIES AND SUBSIDIARIES
 680 E. SWEDESFORD ROAD
 WAYNE, PA 19087

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 8

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	TB2-631-508221-046	05/01/06	05/01/07	GENERAL AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 1,000,000 MED EXP (Any one person) \$ 10,000
A	AUTOMOBILE LIABILITY	AS2-631-508221-056 (AOS)	05/01/06	05/01/07	COMBINED SINGLE LIMIT \$ 2,000,000
	<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 <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE				DEDUCTIBLES: COMP: \$1000 PPT, HIRED PPT, LT TRUCK/ \$3000 OTHER COLL: \$1000 PPT, HIRED PPT, LT TRUCK/ \$3000 OTHER
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY				UMBRELLA FORM OTHER THAN UMBRELLA FORM EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WA7-63D-508221-016 (AOS)	05/01/06	05/01/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
C	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:	WC7-631-508221-026 (AZ)	05/01/06	05/01/07	<input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL EL EACH ACCIDENT \$ 1,000,000 EL DISEASE-POLICY LIMIT \$ 1,000,000 EL DISEASE-EACH EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CITY OF COLLEGE STATION, TX. IS INCLUDED AS AN ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY. WAIVER OF SUBROGATION IS APPLICABLE, UNDER THE GENERAL LIABILITY, AUTOMOBILE LIABILITY AND WORKERS' COMPENSATION, WHERE REQUIRED BY CONTRACT AND PERMITTED BY LAW.

CERTIFICATE HOLDER

CITY OF COLLEGE STATION, TX
 ATTN: ROGER EARWOOD
 1101 TEXAS AVENUE
 COLLEGE STATION, TX 77842

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

By: Mary Radaszewski

Mary Radaszewski

MM1(3/02)

VALID AS OF: 05/03/06

July 27, 2006
Consent Agenda
Change Order #2 to the Bee Creek Tributary "A" Drainage
Improvements Phases IV & V Design Contract with LJA Engineering

To: Glenn Brown, City Manager

From: Charles McLemore, Acting Director of Public Works

Agenda Caption: Presentation, possible action, and discussion regarding Change Order No. 2 to the professional services contract (Contract No. 00-107) with LJA Engineering & Surveying, Inc. in the amount of \$24,135.94 for additional engineering and environmental services necessary to complete the design and obtain a US Army Corps of Engineers permit for the design of drainage and channel improvements to Bee Creek Tributary "A".

Recommendation(s): Staff recommends approval of Change Order #2 in the amount of \$24,135.94.

Summary: The original LJA contract is for the design of drainage and channel improvements to Bee Creek Tributary "A" from Brothers Boulevard to Texas Avenue. Change Order #2 is for additional engineering and environmental services necessary to complete the project, including revising and submitting a US Army Corps of Engineers (USACE) individual permit application. The additional work consists of conducting a wetlands delineation of the project area to be included with the permit application and additional field surveying to locate new utilities and improvements in the project area.

The original design contract is in the amount of \$200,236.00. Change order number 1 increased the contract to \$204,473. This change will result in an increase in the design contract amount by 12.05%.

Budget & Financial Summary: Funds in the amount of \$795,000 are currently budgeted for this project in the Drainage Utility Capital Projects Fund as part of the Bee Creek Tributary "A" Drainage Improvements Phases IV & V project (SD0001). This change order will bring the total funds expended or committed to \$243,675.77.

Attachments:

- 1) Change Order #2
- 2) LJA proposal
- 3) Proposal response
- 4) Location Map

CHANGE ORDER NO. 2 Contract No. 00-107 DATE: June 6, 2006
 P.O.# 001230 PROJECT: Bee Creek Tributary A Drainage Improvements Phases IV & V, SD-0001

OWNER: City of College Station
 P.O. Box 9960
 College Station, Texas 77842

CONTRACTOR: LJA Engineering & Surveying, Inc.
 2929 Briarpark Dr., Ste. 600 Ph: (713) 953-5200
 Houston, Texas 77042-3703 Fax: (713) 953-5026

PURPOSE OF THIS CHANGE ORDER:

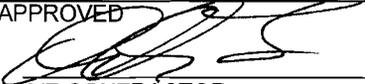
For the additional engineering and environmental services necessary to complete the project, including revising and submitting a US Army Corps of Engineers (USACE) individual permit, including a wetland delineation, and performing an additional field survey to locate new utilities and other improvements in the project site.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
A	EA	Revise and Submit USACE Permit	\$21,015.94	0	1	\$21,015.94
B	EA	Additional Survey	\$3,120.00	0	1	\$3,120.00
					TOTAL	\$24,135.94

THE NET AFFECT OF THIS CHANGE ORDER IS 12.05% INCREASE.

ORIGINAL CONTRACT AMOUNT	\$200,236.00	
Change Order No. 1	\$4,237.00	2.12% CHANGE
Change Order No. 2	\$24,135.94	12.05% CHANGE
REVISED CONTRACT AMOUNT	\$228,608.94	14.17% TOTAL CHANGE

ORIGINAL CONTRACT TIME	468 Days
Time Extension No. 1	0 Days
Time Extension No. 2	0 Days
Revised Contract Time	468 Days

APPROVED  7-12-06
 A/E CONTRACTOR Date


 CITY ATTORNEY Date

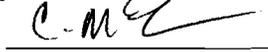
CONSTRUCTION CONTRACTOR Date
 7/14/06
 PROJECT MANAGER Date

DIRECTOR OF FISCAL SERVICES Date

MAYOR Date

FOR  7-14-6
 CITY ENGINEER Date

CITY SECRETARY Date

 07/14/06
 DEPARTMENT DIRECTOR Date

CITY MANAGER Date

LJA Engineering & Surveying, Inc.



2929 Briarpark Drive Phone 713.953.5200
Suite 600 Fax 713.953.5026
Houston, Texas 77042-3703 www.ljaengineering.com

May 19, 2006

Ms. Danielle Charbonnet, E.I.T.
Public Works Department
City of College Station
2613 Texas Avenue South
College Station, Texas 77842

CHANGE ORDER NO. 2

Re: Engineering Services for Bee Creek Drainage Improvement Project
Re-Submittal of a Mitigation Application and Report
LJA Job No. 1646-0001 (1.0)
LJA Proposal No. 06-0549

Dear Ms. Charbonnet:

This change order is being submitted for the additional engineering and environmental services necessary to complete the project. This effort includes revising and submitting an individual permit and additional field survey to locate new utilities within the project site since originally surveyed.

We request a lump sum increase of \$35,896.00 for the additional engineering effort. Please refer to the attached sheets for a breakdown of the additional engineering effort. This amount will be billed to you under Phase 501 referencing this Change Order.

We appreciate the opportunity to provide these services to you. If this change order is acceptable to you, please sign and return one original copy to our office. If you have any questions regarding this matter, please feel free to contact me.

Sincerely,

Wallace E. Trochesset, P.E.
Senior Project Manager

WET/rca

Copy: Curt Kamman, Othon, Inc.

**City of College Station
Public Works Department**

By: _____

Name: Danielle Charbonnet

Title: Project Manager



LJA Engineering & Surveying, Inc.

2929 Briarpark Drive Phone 713.953.5200
 Suite 600 Fax 713.953.5026
 Houston, Texas 77042-3703 www.ljaengineering.com

CHANGE ORDER NO. 2
COST SUMMARY
Bee Creek Tributary A, College Station, Texas
May 19, 2006

Item	Quantity	Unit	Rate	Cost
LABOR				
Senior Project Manager	16	HR	\$ 150.00	\$ 2,400.00
Assistant Project Manager	30	HR	\$ 70.00	\$ 2,100.00
CADD Support	18	HR	\$ 60.00	\$ 1,080.00
Clerical Support	6	HR	\$ 52.00	\$ 312.00
			SUBTOTAL	\$ 5,892.00
DIRECT COSTS				
Travel Expenses (mileage, parking, lodging)	1	LS	\$ 600.00	\$ 600.00
			SUBTOTAL	\$ 600.00
TOTAL LABOR				\$ 5,892.00
TOTAL DIRECT COSTS				\$ 600.00
SUBCONSTULTANT COSTS (ENVIRONMENTAL CONSULTANT)				\$ 26,284.00
SUBCONSTULTANT COSTS (CARLOMAGNO SURVEY)				\$ 3,120.00
TOTAL ADDITIONAL ENGINEERING EFFORT				\$ 35,896.00



**SERVICES PROVIDED BY OTHON, INC.
To LJA Engineering & Surveying, Inc. – Prime Consultants**

**For the City of College Station
Bee Creek Tributary – Drainage Improvements**

PROJECT: **Drainage Improvements to Bee Creek Tributary
From Brothers Boulevard to Texas Avenue**

COUNTY: **Brazos County, Texas**

SCOPE OF SERVICES

OTHON, Inc. would provide services to perform a wetland delineation of the proposed project area and submit an individual permit application to the U.S. Army Corps of Engineers (USACE) for impacts resulting from the proposed work.

Situated in the southern portion of the city of College Station in Brazos County, Texas; the project extends approximately 2,600 feet along a tributary to Bee Creek. The purpose of the proposed project is to improve storm water drainage of the surrounding area feeding into the Bee Creek Tributary.

This Scope of Services is based on the tasks that are required to complete the wetland delineation and obtain an approved USACE individual permit. These tasks consist of general project management, data collection and research, site reconnaissance, report/document preparation, and document submittal with respective agency coordination. Quality assurance and control will be provided throughout the project.

Task 1: Project Management **\$4,689.52**

- Project oversight and daily management of the project.
- Appropriate communications in an effort to expedite completion of the project.
- Coordinate the daily environmental study activities of the project.
- Provide status reports.
- Coordinate and attend all necessary sponsor management meetings, includes all direct costs involved with transportation to and from the project site, including lodging.

Task 2: Data Collection and research, preliminary data organization, and preliminary agency coordination **\$2,173.00**

- Data gathering from public and private sources.
- Initial drafts of mapping and graphics depicting general environmental status and constraints

Mr. Wallace Trochesset, P.E.
 May 19, 2006
 Page 2

- Culmination of data/information in a format to perform a Desk Top Review and conduct preliminary coordination with resource agencies.

Task 3: Site Reconnaissance and field work **\$3,477.00**

- General site reconnaissance for natural and cultural resource issues as well as general environmental issues/anomalies.
- Specific field surveys pertaining to existing conditions for natural and cultural resources (Includes wetland delineation).

Task 4: Report Preparation **\$10,153.18**

4.1 Wetland Delineation Report

- This task includes the level of effort required for composing a wetland delineation report consisting of data gathered and presented according to the USACE Technical Report Y-87-1. In addition this report will be presented to the USACE as an appendices contained within the individual permit application.

4.2 Individual Permit Application

- The permit package will contain:
 - a cover letter
 - a table of contents
 - existing site conditions and proposed impacts
 - regulated activity summary
 - Eng form 4345
 - respective design drawings and graphics
 - a copy of the wetland delineation report
 - site photographs,
 - completed TCEQ Tier II Water Quality Certification Questionnaire

4.3 TCEQ Tier II Water Quality Certification Questionnaire

- This task includes the level of effort required for accurately completing a TCEQ Tier II Water Quality Certification.

Mr. Wallace Trochesset, P.E.
 May 19, 2006
 Page 3

4.4 Wetland Mitigation Plan

- Provide a detailed mitigation plan written according to the USACE, Fort Worth District guidelines and containing but not limited to the following:
 - a table of contents
 - existing site conditions and proposed impacts
 - regulated activity and impacts summary
 - respective design drawings and graphics
 - a copy of the wetland delineation report
 - design specifications and graphics depicting the proposed mitigation
 - success criteria
 - contingency plan
 - monitoring and long term management
 - site photographs
- An approved alternative
 - mitigation bank
 - fee in lieu

Task 5: Submittal of Documents and Respective Agency Coordination \$4,574.70

5.1 Wetland Delineation Report

- Submit wetland delineation report for review and verification in conjunction with Individual Permit application.

5.2 Individual Permit Application

- Submittal of an Individual Permit Application package (including the wetland delineation as an appendix and coordinate with the USACE for impacts to Waters of the United States.
- Address comments from the USACE and other agencies resulting from being sent out for public comments.

5.3 TCEQ Tier II Water Quality Certification Questionnaire

- Submittal of a completed CWA §401 Tier II Water Quality Certification Questionnaire and respond to any questions/comments.

Mr. Wallace Trochesset, P.E.
 May 19, 2006
 Page 4

5.4 Wetland Mitigation

- Submittal of a detailed mitigation plan (per USACE, Fort Worth District) or approved alternative.
- Address comments and questions from the USACE.

5.5 Endangered Species Act Coordination

- The proposed scope of work includes a standard reconnaissance and review of the project area with presentation to the USACE. However, further coordination with U.S. Fish and Wildlife Service pertaining to ESA § 7 or § 10 is beyond the scope of services for this project. Any informal or formal consultation with USFWS pertaining to the Endangered Species Act would require an additional services agreement.

5.6 Historical and Archeological Review And Survey

- The proposed scope of work includes a standard historical/archeological "desk top" review and coordination with the Texas Historic Commission. A full archeological survey including a permit application for survey is beyond the scope of services of this contract and would require an additional services agreement.

Task 6: Quality Control Measures

\$1,216.60

- Implement technical reviews for Othon's environmental services throughout the duration of the project.

Assumptions

OTHON, Inc. makes some general assumptions that specific items or information will be provided by the prime consultant and/or the project sponsor and does not account for these items or information in our billing

1. OTHON, Inc assumes that specific design information will be provided in electronic format as needed to complete the USACE individual permit application, including a detailed mitigation plan. Specific design information may include but not be limited to the following:
 - Plan Layouts
 - Typical Cross Sections
 - Bridge Profiles
 - Surveying Data

**CARLOMAGNO** Surveying, Inc.

Dante Carlomagno
President

2714 Finfeather Bryan, TX 77801 Email - CS@CarlomagnoSurveying.com
Phone (979) 775-2873 www.CarlomagnoSurveying.com
Fax (979) 775-4787

To: David Templeton
LJA Engineering & Surveying, Inc.
2929 Briarpark Drive, Suite 600
Houston TX 77042-3703

Hello Mr. Templeton,

We're writing in regard to the Bee Creek Tributary Drainage Improvements project in College Station, TX. We received your red-lined plans and proposed to complete the field work of the shown areas for a cost of \$3,120, with no tax. We could complete this in approximately 5-7 working days from the order date. Thanks for your consideration!

Dante Carlomagno
Texas Registered Professional Land Surveyor No. 1562



June 6, 2006

Mr. Wallace Trochesset, P.E.
LJA Engineering & Surveying, Inc.
2929 Briarpark Drive, Suite 600
Houston, Texas 77042-3703

**RE: Bee Creek IV & V, SD-0001
Change Order #2**

Dear Mr. Trochesset:

I have reviewed your proposal dated May 19, 2006 for additional engineering and environmental services, including obtaining a USACE individual permit, necessary to complete the project. Your proposal for Change Order #2 has been approved with the following changes: The remaining funds for Environmental Services under the original Professional Services Contract in the amount of \$11,760.06 will be reallocated and applied to the proposal. The remaining proposed amount of \$24,135.94 will be approved as an increase to the original contract under Change Order #2. Because this change order will result in an increase of the original contract amount by more than 5%, it must be approved by the City Council.

I have enclosed the original change order for the City of College Station. Please sign and return the original by Wednesday, June 21 in order to meet the deadlines for the next possible Council meeting. Should you have any questions, please call me at (979) 764-5028.

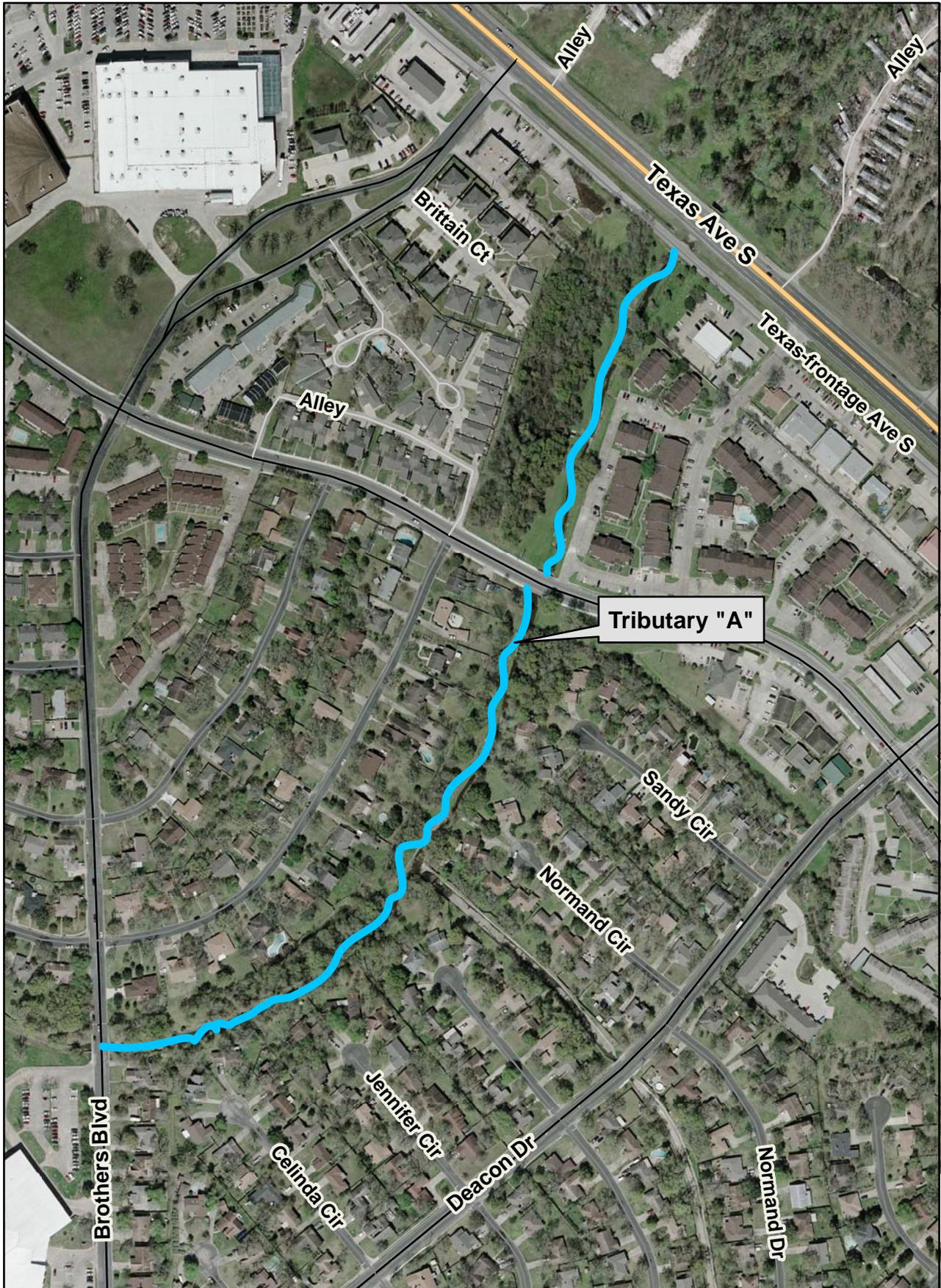
Thank you,

Danielle A. Charbonnet
Project Manager

Encl: City of College Station Change Order #2

Cc: Bob Mosley, City Engineer
File

Bee Creek Tributary "A" Drainage Improvements Phases IV&V (SD-0001)



**July 27, 2006
Consent Agenda
Traffic Signal Poles & Mast Arms**

To: Glenn Brown, City Manager

From: Charles McLemore, Acting Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on the award of Bid#06-118 for the purchase of Traffic Signal poles and mast arms, in the amount of \$88,744.00. These poles and mast arms will be installed at intersections of Harvey Mitchell Parkway at Holleman and Luther Street.

Recommendation(s): Staff recommends award of Bid #06-118 to lowest responsible bidder, Reliapole Solutions Inc., in the amount of \$88,744.00.

Summary: Over the past two years accidents have increased in frequency and severity at the intersections of Luther Street and Harvey Mitchell Parkway and Holleman and Harvey Mitchell Parkway. Temporary barriers prohibit left-turns from Luther Street and Harvey Mitchell Parkway. Increased vehicle traffic through this corridor has also increased vehicle delays and makes it extremely difficult to exit both Luther St and Holleman Drive onto Harvey Mitchell Parkway. To address the public safety concerns and improve traffic flow at these intersections plans are in progress to signalize these two intersections. The purchase of the signal poles is one element of the project.

The signal design for these intersections is underway and we anticipate construction will begin in late 2006.

Budget & Financial Summary: Funds to purchase these signal supports are budgeted and available in the 2003 Traffic Signal Capital Improvement Funds.

Attachments:

1. Bid Tabulation #06-118

6/29/06

**Bid #06-118
Traffic Signal Poles**

Vendor Company: **RELIAPOLE SOLUTIONS, INC.**

Item Number	Item Description	Quantity	Unit Price	UOM	Notes	Total
1	30ft long steel pole per specs	4	\$3,125.00	ea	PELCO	\$12,500.00
2	15ft long support arms per specs	4	\$375.00	ea	PELCO	\$1,500.00
3	15ft long support arms per specs	4	\$405.00	ea	PELCO	\$1,620.00
4	35ft long steel mast arms per specs	4	\$1,707.00	ea	PELCO	\$6,828.00
5	30ft long steel mast arms per specs	1	\$1,625.00	ea	PELCO	\$1,625.00
6	24ft long steel signal poles per specs	1	\$2,535.00	ea	PELCO	\$2,535.00
7	30ft long steel signal poles per specs	4	\$9,550.00	ea	PELCO	\$38,200.00
8	55 ft long steel signal mast arms per specs	4	\$5,984.00	ea	PELCO	\$23,936.00
9	Lot of all fittings for installation	1	\$0.00	ea	Included	\$0.00

Grand Total

\$88,744.00

Delivery - 14 Weeks

Acknowledged Addendum - Yes

Vendor Company: **STRUCTURAL AND STEEL PRODUCTS, INC.**

Item Number	Item Description	Quantity	Unit Price	UOM	Notes	Total
1	30ft long steel pole per specs	4	\$3,711.00	ea	Valmont	\$14,844.00
2	15ft long support arms per specs	4	\$408.00	ea	Valmont	\$1,632.00
3	15ft long support arms per specs	4	\$411.00	ea	Valmont	\$1,644.00
4	35ft long steel mast arms per specs	4	\$1,442.00	ea	Valmont	\$5,768.00
5	30ft long steel mast arms per specs	1	\$1,286.00	ea	Valmont	\$1,286.00
6	24ft long steel signal poles per specs	1	\$3,216.00	ea	Valmont	\$3,216.00
7	30ft long steel signal poles per specs	4	\$10,551.00	ea	Valmont	\$42,204.00
8	55 ft long steel signal mast arms per specs	4	\$8,198.00	ea	Valmont	\$32,792.00
9	Lot of all fittings for installation	1	\$0.00	ea	Included	\$0.00

Grand Total

\$103,386.00

Delivery - 70 to 84 Calendar Days

Acknowledged Addendum - Yes

Vendor Company: **JEM ENGINEERING**

Item Number	Item Description	Quantity	Unit Price	UOM	Notes	Total
1	30ft long steel pole per specs	4	\$3,070.00	ea		\$12,280.00
2	15ft long support arms per specs	4	\$436.00	ea		\$1,744.00
3	15ft long support arms per specs	4	\$436.00	ea		\$1,744.00
4	35ft long steel mast arms per specs	4	\$4,012.00	ea		\$16,048.00
5	30ft long steel mast arms per specs	1	\$3,529.00	ea		\$3,529.00
6	24ft long steel signal poles per specs	1	\$2,760.00	ea		\$2,760.00
7	30ft long steel signal poles per specs	4	\$16,517.00	ea		\$66,068.00
8	55 ft long steel signal mast arms per specs	4	\$0.00	ea		\$0.00
9	Lot of all fittings for installation	1	\$0.00	ea	Included	\$0.00

Grand Total

\$104,173.00

Delivery - N/A

Acknowledged Addendum - Yes

Vendor Company: **MILLERBERND MANUFACTURING CO.**

Item Number	Item Description	Quantity	Unit Price	UOM	Notes	Total
1	30ft long steel pole per specs	4	\$7,175.00	ea	Millerbernd	\$28,700.00
2	15ft long support arms per specs	4	\$367.00	ea	Millerbernd	\$1,468.00
3	15ft long support arms per specs	4	\$482.00	ea	Millerbernd	\$1,928.00
4	35ft long steel mast arms per specs	4	\$1,694.00	ea	Millerbernd	\$6,776.00
5	30ft long steel mast arms per specs	1	\$1,480.00	ea	Millerbernd	\$1,480.00
6	24ft long steel signal poles per specs	1	\$6,575.00	ea	Millerbernd	\$6,575.00
7	30ft long steel signal poles per specs	4	\$7,175.00	ea	Millerbernd	\$28,700.00
8	55 ft long steel signal mast arms per specs	4	\$5,359.00	ea	Millerbernd	\$21,436.00
9	Lot of all fittings for installation	1	\$0.00	ea	Included	\$0.00

Grand Total

\$97,063.00

Delivery - 70 to 84 Calendar Days

Acknowledged Addendum - Yes

Staff Recommended Award

**July 27, 2006
Consent Agenda
University Drive Sidewalk Improvements Construction Contract**

To: Glenn Brown, City Manager

From: Charles McLemore, Acting Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on approving a resolution awarding Contract #06-257, a construction contract with Acklam Construction, in the amount of \$104,799.30 for installation of an 8' sidewalk on the north side of University Drive between Texas Avenue and College Avenue.

Recommendation(s): Staff recommends award of the contract to the lowest, responsible bidder meeting specifications, Acklam Construction.

Summary: This contract is for the installation of an 8' sidewalk on the north side of University Drive between Texas Avenue and College Avenue. Sealed competitive bids were received from one (1) contracting firms and the summary of the results is as follows:

Acklam Construction	\$104, 799.30
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Budget & Financial Summary: Funds are budgeted and available for this project from the Streets Capital Fund. This project is being done in cooperation with Texas A&M University. At a future council meeting an Interlocal Agreement (ILA) with TAMU will come before council authorizing a cost sharing for one half the engineering and construction amounts.

Attachments:

1. Resolution
2. 06-115 Bid Tab
3. Project Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE UNIVERSITY DRIVE SIDEWALK IMPROVEMENTS PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the University Drive Sidewalk Improvements Project; and

WHEREAS, the selection of Acklam Construction is being recommended as the lowest responsible bidder for the construction services related to the University Drive Sidewalk Improvements Project; now, therefore,

BE IT RESOLVED by the City Council of the City of College Station, Texas:

PART 1: That the City Council hereby finds that Acklam Construction is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Acklam Construction for \$ 104,799.30 for the labor, materials and equipment required for the improvements related the University Drive Sidewalk Improvements Project.

PART 3: That the funding for this Project shall be as budgeted from the Streets Capitol Fund in the amount of \$ 104,799.30.

PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 27th day of July, A.D. 2006.

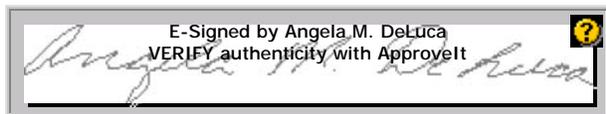
ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:



City Attorney

**UNIVERSITY DRIVE SIDEWALK IMPROVEMENTS
 BID 06-115
 7/6/2006**

General Items:				Acklam Construction Contact: Jon Acklam 979-690-8500	
ITEM NO.	QUANT.	UNIT	Description	Unit Price	Item Total
1.01	1310	L.F	10' Wide clearing & grubbing for sidewalk preparation	\$1.00	\$1,310.00
1.02	1310	L.F	8' Sidewalk (includes rough grading, sand cushion, concrete, rebar & clean-up)	\$32.00	\$41,920.00
1.03	155	L.F	5' Sidewalk (includes rough grading, sand cushion, concrete, rebar & clean-up)	\$20.00	\$3,100.00
1.04	407	S.F.	Concrete ramp / sidewalk removal & disposal	\$2.00	\$814.00
1.05	9	E.A.	Type 7 Concrete Ramp	\$450.00	\$4,050.00
1.06	1	E.A.	Type 8 Concrete Ramp	\$700.00	\$700.00
1.07	119	S.F.	Additional 4" Sidewalk / Concrete Patching	\$4.00	\$476.00
1.08	2	E.A.	match)	\$400.00	\$800.00
1.09	20	L.F	concrete, and paint)	\$100.00	\$2,000.00
1.10	34	L.F.	Concrete Curb & Gutter Repair	\$40.00	\$1,360.00
1.11	1	L.S.	Relocate / Reset Existing Signs (4) & Utility Pedestal (1)	\$2,180.00	\$2,180.00
1.12	9.5	L.F	4' Negative sidewalk (includes excavation, site preparation & curbs)	\$40.00	\$380.00
1.13	11.5	L.F	6' Negative sidewalk (includes excavation, site, preparation & curbs)	\$50.00	\$575.00
2.01	1	L.S.	Traffic Control & Safety Plan	\$2,185.00	\$2,185.00
2.02	47	E.A.	Median Barrier 36" Tubular Markers (includes installation and clean-up)	\$81.75	\$3,842.25
2.03	47	E.A.	Median Barrier 40" Marker Curb (includes installation and clean-up)	\$224.65	\$10,558.55
2.04	4	E.A.	Median Barrier 18" End Cap (includes removal of all existing, cleaning, application of new markings)	\$138.50	\$554.00
2.05	1	L.S.	Pavement stripping (includes removal of all existing, cleaning, application of new markings)	\$15,925.00	\$15,925.00
3.01	1	L.S.	Mobilization / Demolition	\$4,000.00	\$4,000.00
3.02	1330	S.F.	Localized Site Grading	\$0.75	\$997.50
3.03	146	L.F	Utility Trench (includes backfill & clean-up)	\$2.00	\$292.00
3.04	180	L.F	2" Power Conduit (2" SCH. 40 PVC)	\$2.00	\$360.00
3.05	1	L.S.	Utility Pole Foundation (includes drilling, materials, conduit, & clean-up)	\$1,800.00	\$1,800.00
3.06	200	L.F	Erosion Control Silt Fence	\$2.50	\$500.00
3.07	9	E.A.	Inlet Box / Drainage Flume Protection	\$30.00	\$270.00
3.08	1	L.S.	Tree Protection Fencing	\$150.00	\$150.00
3.09	1	L.S.	Site Clean Up	\$400.00	\$400.00
3.10	1	L.S.	Remove & Dispose of Bus Stop Canopy, Bench, Concrete / brick pad	\$2,000.00	\$2,000.00
3.11	1	L.S.	Remove & Dispose Utility Pole Foundation Top (top 12" for proper sidewalk elevation)	\$150.00	\$150.00
3.12	3000	S.F.	Hydro-mulch seeding	\$0.27	\$810.00
3.13	8.5	L.F	4' Concrete drainage flume	\$40.00	\$340.00
TOTAL BASE BID:					\$104,799.30

BID TOTAL:					\$104,799.30
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Calendar Days for Completion	90
Certification of Bid	Y
Addendum Acknowledged	1
Bid Bond	Y
Deviations/Conditions	None



Project Location

**July 27, 2006
Consent Agenda
Wellborn Road Utility Relocation Construction Contract**

To: Glenn Brown, City Manager

From: Charles McLemore, Acting Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on the resolution approving a construction contract with Elliott Construction, Ltd. in the amount of \$2,824,678.32 for construction related to the relocation of a water transmission main.

Recommendation: Staff recommends award of the contract to the lowest, responsible bidder meeting specifications. For this particular project staff concurs with the recommendation by the Project Engineer that Elliott Construction, Ltd. is the lowest responsible bidder meeting specifications. In addition, staff recommends that Bid Alternate "A" not be included in the award.

Summary: This contract is for construction related to the relocation of a water transmission main along Wellborn Road south of Harvey Mitchell Parkway. The relocation of City utilities is in conjunction with the TxDOT Wellborn Road Widening Project. Sealed competitive bids for Bid # 06-103 were received from seven (7) contracting firms and the summary of the results is as follows:

Dudley Construction, Ltd.	\$2,683,664.50
Elliot Construction	\$2,824,678.32
Brazos Valley Services	\$2,915,993.29
Young Contractors	\$3,112,811.21
Big State Excavation	\$3,219,170.43
Jalco	\$3,616,535.53
Doughtie Construction	\$3,934,028.60

Budget & Financial Summary: Funds are budgeted and available for this project from the Water Utility Fund.

Attachments:

1. Resolution Elliott
2. 06-76 Bid Tab
3. Project Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE WELLBORN ROAD UTILITY RELOCATION PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction of the Wellborn Road Utility Relocation Project; and

WHEREAS, the selection of Elliott Construction, Ltd., is being recommended as the lowest responsible bidder for the construction services related to the Wellborn Road Utility Relocation Project; now, therefore,

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

PART 1: That the City Council hereby finds that Elliott Construction, Ltd. is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Elliott Construction, Ltd. for the Base Bid only for \$2,824,678.32 for the labor, materials and equipment required for the improvements related to the Wellborn Road Utility Relocation Project.

PART 3: That the funding for this Project shall be as budgeted from the Wastewater Utility Fund in the amount of \$2,824,678.32.

PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 27th day of July, A.D. 2006.

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:



City Attorney

**WELLBORN ROAD UTILITY RELOCATION
 BID TABULATION #06-103**

BASE BID WELLBORN ROAD WATER LINE RELOCATION			Dudley Construction Contact: Mark Dudley 979-776-2235	Elliott Construction Contact: Scott Elliott 979-690-7152	Brazos Valley Services Contact: Ricky Palasota 936-399-7012	Big State Excavation Neil Cantrell 281-440-8088	Young Contractors Contact: William Thomas 979-823-2797	Jalco Contact: David George 713-729-6553	Doughtie Construction Contact: Tony Doughtie 936-295-5750							
ITEM NO.	QUANT.	UNIT	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	1	LS	\$305,469.00	\$305,469.00	\$200,000.00	\$200,000.00	\$185,000.00	\$185,000.00	\$120,000.00	\$120,000.00	\$300,000.00	\$300,000.00	\$200,000.00	\$200,000.00	\$285,000.00	\$285,000.00
2	1	LS	\$9,600.00	\$9,600.00	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$35,000.00	\$35,000.00	\$50,000.00	\$50,000.00	\$26,000.00	\$26,000.00
3	1	LS	\$7,810.00	\$7,810.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$12,000.00	\$12,000.00	\$25,300.00	\$25,300.00
4	33000	SF	\$0.25	\$8,250.00	\$0.05	\$1,650.00	\$0.10	\$3,300.00	\$0.05	\$1,650.00	\$0.07	\$2,310.00	\$0.08	\$2,640.00	\$0.12	\$3,960.00
5	12000	SF	\$1.30	\$15,600.00	\$0.40	\$4,800.00	\$0.50	\$6,000.00	\$0.50	\$6,000.00	\$0.45	\$5,400.00	\$0.46	\$5,520.00	\$0.95	\$11,400.00
6	6438.89	LF	\$15.10	\$97,227.24	\$29.50	\$189,947.26	\$30.00	\$193,166.70	\$32.00	\$206,044.48	\$36.00	\$231,800.04	\$42.00	\$270,433.38	\$29.00	\$186,727.81
7	6558.89	LF	\$40.23	\$263,864.14	\$33.50	\$219,722.82	\$31.00	\$203,325.59	\$55.00	\$360,738.95	\$53.00	\$347,621.17	\$25.00	\$163,972.25	\$51.00	\$334,503.39
8	573.2	LF	\$8.00	\$4,585.60	\$7.50	\$4,299.00	\$30.00	\$17,196.00	\$5.00	\$2,866.00	\$30.00	\$17,196.00	\$12.00	\$6,878.40	\$17.00	\$9,744.40
9	10686	LF	\$1.80	\$19,234.80	\$1.00	\$10,686.00	\$4.00	\$42,744.00	\$2.00	\$21,372.00	\$1.00	\$10,686.00	\$1.00	\$10,686.00	\$4.00	\$42,744.00
10	500	LF	\$9.23	\$4,615.00	\$10.00	\$5,000.00	\$10.00	\$5,000.00	\$54.00	\$27,000.00	\$7.00	\$3,500.00	\$4.50	\$2,250.00	\$11.00	\$5,500.00
Water Line Items:																
11	3575	LF	\$119.30	\$426,497.50	\$139.00	\$496,925.00	\$134.00	\$479,050.00	\$139.00	\$496,925.00	\$132.00	\$471,900.00	\$176.50	\$630,987.50	\$230.00	\$822,250.00
12	3041	LF	\$93.00	\$282,813.00	\$116.00	\$352,756.00	\$120.00	\$364,920.00	\$113.00	\$343,633.00	\$107.00	\$325,387.00	\$140.00	\$425,740.00	\$190.00	\$577,790.00
13	1406	LF	\$65.00	\$91,390.00	\$94.00	\$132,164.00	\$83.00	\$116,698.00	\$83.00	\$116,698.00	\$84.00	\$118,104.00	\$104.00	\$146,224.00	\$125.00	\$175,750.00
14	285	LF	\$41.80	\$11,913.00	\$73.00	\$20,805.00	\$57.00	\$16,245.00	\$65.00	\$18,525.00	\$80.00	\$22,800.00	\$98.00	\$27,930.00	\$95.00	\$27,075.00
15	943	LF	\$30.16	\$28,440.88	\$47.50	\$44,792.50	\$41.00	\$38,663.00	\$45.00	\$42,435.00	\$72.00	\$67,896.00	\$69.00	\$65,067.00	\$75.00	\$70,725.00
16	2595	LF	\$32.45	\$84,207.75	\$33.25	\$86,283.75	\$32.00	\$83,040.00	\$40.00	\$103,800.00	\$47.00	\$121,965.00	\$53.00	\$137,535.00	\$38.00	\$98,610.00
17	252	LF	\$24.20	\$6,098.40	\$41.00	\$10,332.00	\$30.00	\$7,560.00	\$35.00	\$8,820.00	\$55.00	\$13,860.00	\$77.00	\$19,404.00	\$47.00	\$11,844.00
18	332	LF	\$19.46	\$6,460.72	\$28.50	\$9,462.00	\$20.00	\$6,640.00	\$28.00	\$9,296.00	\$33.00	\$10,956.00	\$52.00	\$17,264.00	\$23.00	\$7,636.00
19	68	LF	\$23.17	\$1,575.56	\$18.00	\$1,224.00	\$30.00	\$2,040.00	\$24.00	\$1,632.00	\$40.00	\$2,720.00	\$74.00	\$5,032.00	\$21.00	\$1,428.00
20	60	LF	\$653.46	\$39,207.60	\$735.00	\$44,100.00	\$725.00	\$43,500.00	\$720.00	\$43,200.00	\$590.00	\$35,400.00	\$1,400.00	\$84,000.00	\$700.00	\$42,000.00
21	303	LF	\$546.85	\$165,695.55	\$558.00	\$169,074.00	\$600.00	\$181,800.00	\$575.00	\$174,225.00	\$500.00	\$151,500.00	\$615.00	\$186,345.00	\$600.00	\$181,800.00
22	41	LF	\$303.28	\$12,434.48	\$394.00	\$16,154.00	\$450.00	\$18,450.00	\$260.00	\$10,660.00	\$390.00	\$15,990.00	\$288.00	\$11,808.00	\$390.00	\$15,990.00
23	189	LF	\$472.30	\$89,264.70	\$460.00	\$86,940.00	\$500.00	\$94,500.00	\$470.00	\$88,830.00	\$430.00	\$81,270.00	\$560.00	\$105,840.00	\$530.00	\$100,170.00
24	39	LF	\$244.43	\$9,532.77	\$342.00	\$13,338.00	\$350.00	\$13,650.00	\$225.00	\$8,775.00	\$340.00	\$13,260.00	\$250.00	\$9,750.00	\$350.00	\$13,650.00
25	193	LF	\$357.00	\$68,901.00	\$376.00	\$72,568.00	\$400.00	\$77,200.00	\$390.00	\$75,270.00	\$330.00	\$63,690.00	\$465.00	\$89,745.00	\$420.00	\$81,060.00
26	51	LF	\$179.76	\$9,167.76	\$230.00	\$11,730.00	\$300.00	\$15,300.00	\$185.00	\$9,435.00	\$220.00	\$11,220.00	\$190.00	\$9,690.00	\$280.00	\$14,280.00
27	753	LF	\$283.30	\$213,324.90	\$308.00	\$231,924.00	\$325.00	\$244,725.00	\$350.00	\$263,550.00	\$260.00	\$195,780.00	\$436.00	\$328,308.00	\$380.00	\$286,140.00
28	182	LF	\$136.50	\$24,843.00	\$184.00	\$33,488.00	\$250.00	\$45,500.00	\$150.00	\$27,300.00	\$180.00	\$32,760.00	\$203.00	\$36,946.00	\$230.00	\$41,860.00
29	1	EA	\$5,117.00	\$5,117.00	\$4,650.00	\$4,650.00	\$5,200.00	\$5,200.00	\$19,000.00	\$19,000.00	\$4,800.00	\$4,800.00	\$11,000.00	\$11,000.00	\$7,780.00	\$7,780.00
30	5	EA	\$8,946.00	\$44,730.00	\$8,285.00	\$41,425.00	\$9,100.00	\$45,500.00	\$14,000.00	\$70,000.00	\$8,500.00	\$42,500.00	\$16,000.00	\$80,000.00	\$10,200.00	\$51,000.00
31	1	EA	\$5,164.00	\$5,164.00	\$5,010.00	\$5,010.00	\$5,600.00	\$5,600.00	\$5,700.00	\$5,700.00	\$5,000.00	\$5,000.00	\$7,600.00	\$7,600.00	\$6,400.00	\$6,400.00
32	1	EA	\$4,804.00	\$4,804.00	\$4,435.00	\$4,435.00	\$5,300.00	\$5,300.00	\$7,500.00	\$7,500.00	\$4,600.00	\$4,600.00	\$6,600.00	\$6,600.00	\$6,650.00	\$6,650.00
33	2	EA	\$4,159.00	\$8,318.00	\$4,370.00	\$8,740.00	\$5,300.00	\$10,600.00	\$7,800.00	\$15,600.00	\$4,000.00	\$8,000.00	\$6,500.00	\$13,000.00	\$6,630.00	\$13,260.00
34	1	EA	\$3,466.00	\$3,466.00	\$2,880.00	\$2,880.00	\$3,780.00	\$3,780.00	\$7,000.00	\$7,000.00	\$3,800.00	\$3,800.00	\$4,000.00	\$4,000.00	\$4,720.00	\$4,720.00
35	2	EA	\$4,819.00	\$9,638.00	\$4,344.00	\$8,688.00	\$5,300.00	\$10,600.00	\$6,500.00	\$13,000.00	\$4,600.00	\$9,200.00	\$6,000.00	\$12,000.00	\$5,580.00	\$11,160.00
36	4	EA	\$7,616.00	\$30,464.00	\$6,770.00	\$27,080.00	\$7,650.00	\$30,600.00	\$14,600.00	\$58,400.00	\$7,100.00	\$28,400.00	\$14,000.00	\$56,000.00	\$8,490.00	\$33,960.00
37	2	EA	\$4,851.00	\$9,702.00	\$4,360.00	\$8,720.00	\$5,500.00	\$11,000.00	\$5,700.00	\$11,400.00	\$6,200.00	\$12,400.00	\$6,000.00	\$12,000.00	\$6,200.00	\$12,400.00
38	2	EA	\$2,943.00	\$5,886.00	\$3,020.00	\$6,040.00	\$4,000.00	\$8,000.00	\$4,000.00	\$8,000.00	\$3,400.00	\$6,800.00	\$4,400.00	\$8,800.00	\$4,670.00	\$9,340.00
39	1	EA	\$2,040.00	\$2,040.00	\$1,530.00	\$1,530.00	\$2,500.00	\$2,500.00	\$4,300.00	\$4,300.00	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00	\$3,250.00	\$3,250.00
40	1	EA	\$2,073.00	\$2,073.00	\$1,965.00	\$1,965.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00	\$3,200.00	\$3,200.00
41	2	EA	\$3,462.00	\$6,924.00	\$3,380.00	\$6,760.00	\$4,000.00	\$8,000.00	\$4,000.00	\$8,000.00	\$2,700.00	\$5,400.00	\$4,400.00	\$8,800.00	\$4,660.00	\$9,320.00
42	3	EA	\$4,025.00	\$12,075.00	\$3,210.00	\$9,630.00	\$4,100.00	\$12,300.00	\$8,800.00	\$26,400.00	\$3,500.00	\$10,500.00	\$8,200.00	\$24,600.00	\$4,720.00	\$14,160.00
43	1	EA	\$2,679.00	\$2,679.00	\$2,260.00	\$2,260.00	\$3,325.00	\$3,325.00	\$4,200.00	\$4,200.00	\$8,700.00	\$8,700.00	\$15,500.00	\$15,500.00	\$3,980.00	\$3,980.00
44	1	EA	\$1,825.00	\$1,825.00	\$1,440.00	\$1,440.00	\$1,150.00	\$1,150.00	\$1,800.00	\$1,800.00	\$1,600.00	\$1,600.00	\$2,400.00	\$2,400.00	\$2,630.00	\$2,630.00
45	1	EA	\$1,752.00	\$1,752.00	\$1,370.00	\$1,370.00	\$1,150.00	\$1,150.00	\$3,200.00	\$3,200.00	\$1,600.00	\$1,600.00	\$2,300.00	\$2,300.00	\$2,430.00	\$2,430.00
46	1	EA	\$1,034.00	\$1,034.00	\$825.00	\$825.00	\$1,675.00	\$1,675.00	\$1,000.00	\$1,000.00	\$1,300.00	\$1,300.00	\$1,800.00	\$1,800.00	\$2,580.00	\$2,580.00
47	2	EA	\$2,175.00	\$4,350.00	\$1,736.00	\$3,472.00	\$2,650.00	\$5,300.00	\$2,600.00	\$5,200.00	\$2,900.00	\$5,800.00	\$3,300.00	\$6,600.00	\$3,550.00	\$7,100.00
48	2	EA	\$888.00	\$1,776.00	\$580.00	\$1,160.00	\$1,000.00	\$2,000.00	\$1,700.00	\$3,400.00	\$1,600.00	\$3,200.00	\$1,300.00	\$2,600.00	\$1,370.00	\$2,740.00
49	1	EA	\$892.00	\$892.00	\$582.00	\$582.00	\$1,000.00	\$1,000.00	\$850.00	\$850.00	\$1,800.00	\$1,800.00	\$1,300.00	\$1,300.00	\$1,370.00	\$1,370.00

**WELLBORN ROAD UTILITY RELOCATION
 BID TABULATION #06-103**

50	7	EA	12" Gate Valve,	\$1,383.00	\$9,681.00	\$1,250.00	\$8,750.00	\$1,525.00	\$10,675.00	\$1,600.00	\$11,200.00	\$2,200.00	\$15,400.00	\$2,300.00	\$16,100.00	\$1,710.00	\$11,970.00
51	1	EA	12"X8" Tee,	\$578.00	\$578.00	\$425.00	\$425.00	\$625.00	\$625.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,250.00	\$1,250.00	\$810.00	\$810.00
52	2	EA	12"X6" Tee,	\$553.00	\$1,106.00	\$400.00	\$800.00	\$625.00	\$1,250.00	\$500.00	\$1,000.00	\$1,400.00	\$2,800.00	\$1,200.00	\$2,400.00	\$800.00	\$1,600.00
53	3	EA	12"X8" Reducer,	\$292.00	\$876.00	\$245.00	\$735.00	\$300.00	\$900.00	\$320.00	\$960.00	\$1,100.00	\$3,300.00	\$950.00	\$2,850.00	\$550.00	\$1,650.00
54	5	EA	12"X45" Degree Bend,	\$385.00	\$1,925.00	\$370.00	\$1,850.00	\$530.00	\$2,650.00	\$400.00	\$2,000.00	\$1,200.00	\$6,000.00	\$750.00	\$3,750.00	\$615.00	\$3,075.00
55	5	EA	12"X22.5" Degree Bend,	\$385.00	\$1,925.00	\$370.00	\$1,850.00	\$530.00	\$2,650.00	\$400.00	\$2,000.00	\$1,200.00	\$6,000.00	\$750.00	\$3,750.00	\$613.00	\$3,065.00
56	2	EA	12"X11.5" Degree Bend,	\$382.00	\$764.00	\$370.00	\$740.00	\$530.00	\$1,060.00	\$400.00	\$800.00	\$1,200.00	\$2,400.00	\$750.00	\$1,500.00	\$615.00	\$1,230.00
57	6	EA	8" Gate Valve,	\$798.00	\$4,788.00	\$680.00	\$4,080.00	\$860.00	\$5,160.00	\$820.00	\$4,920.00	\$1,500.00	\$9,000.00	\$1,300.00	\$7,800.00	\$980.00	\$5,880.00
58	1	EA	8"X90" Degree Bend,	\$271.00	\$271.00	\$210.00	\$210.00	\$375.00	\$375.00	\$220.00	\$220.00	\$500.00	\$500.00	\$550.00	\$550.00	\$570.00	\$570.00
59	1	EA	8"X45" Degree Bend,	\$262.00	\$262.00	\$225.00	\$225.00	\$370.00	\$370.00	\$200.00	\$200.00	\$500.00	\$500.00	\$550.00	\$550.00	\$480.00	\$480.00
60	2	EA	8"X3" Tee,	\$332.00	\$664.00	\$250.00	\$500.00	\$425.00	\$850.00	\$240.00	\$480.00	\$520.00	\$1,040.00	\$650.00	\$1,300.00	\$750.00	\$1,500.00
61	2	EA	3" Gate Valve,	\$425.00	\$850.00	\$365.00	\$730.00	\$450.00	\$900.00	\$240.00	\$480.00	\$600.00	\$1,200.00	\$750.00	\$1,500.00	\$480.00	\$960.00
62	3	EA	6" Gate Valve,	\$527.00	\$1,581.00	\$500.00	\$1,500.00	\$600.00	\$1,800.00	\$600.00	\$1,800.00	\$700.00	\$2,100.00	\$950.00	\$2,850.00	\$670.00	\$2,010.00
63	1	EA	2" Water Service (8 Meters),	\$3,390.00	\$3,390.00	\$1,275.00	\$1,275.00	\$9,000.00	\$9,000.00	\$2,400.00	\$2,400.00	\$1,800.00	\$1,800.00	\$3,200.00	\$3,200.00	\$4,200.00	\$4,200.00
64	2	EA	2" Water Service (6 Meters),	\$3,132.00	\$6,264.00	\$1,275.00	\$2,550.00	\$6,750.00	\$13,500.00	\$2,200.00	\$4,400.00	\$1,200.00	\$2,400.00	\$3,100.00	\$6,200.00	\$3,600.00	\$7,200.00
65	505	LF	3" PVC Water Service,	\$14.43	\$7,287.15	\$18.00	\$9,090.00	\$15.00	\$7,575.00	\$42.00	\$21,210.00	\$20.00	\$10,100.00	\$28.00	\$14,140.00	\$18.20	\$9,191.00
66	5	EA	1.5" Water Service (1 Meter),	\$840.00	\$4,200.00	\$710.00	\$3,550.00	\$1,500.00	\$7,500.00	\$1,700.00	\$8,500.00	\$1,400.00	\$7,000.00	\$2,000.00	\$10,000.00	\$1,780.00	\$8,900.00
67	1	EA	Manual 8" Blow Off,	\$6,690.00	\$6,690.00	\$6,175.00	\$6,175.00	\$3,500.00	\$3,500.00	\$8,700.00	\$8,700.00	\$5,500.00	\$5,500.00	\$2,200.00	\$2,200.00	\$550.00	\$550.00
68	8	EA	Fire Hydrant, Type 1,	\$2,525.00	\$20,200.00	\$2,510.00	\$20,080.00	\$3,050.00	\$24,400.00	\$2,600.00	\$20,800.00	\$3,100.00	\$24,800.00	\$5,600.00	\$44,800.00	\$2,800.00	\$22,400.00
69	6	EA	Fire Hydrant, Blow Off,	\$3,781.00	\$22,686.00	\$3,000.00	\$18,000.00	\$4,925.00	\$29,550.00	\$5,100.00	\$30,600.00	\$3,700.00	\$22,200.00	\$4,500.00	\$27,000.00	\$2,680.00	\$16,080.00
70	1	EA	Tap Exist. 42" RCCP Water Line,	\$26,795.00	\$26,795.00	\$26,846.00	\$26,846.00	\$21,000.00	\$21,000.00	\$37,000.00	\$37,000.00	\$27,000.00	\$27,000.00	\$30,000.00	\$30,000.00	\$28,900.00	\$28,900.00
71	1	EA	Connect to Exist. 42" Water Line,	\$7,735.00	\$7,735.00	\$15,400.00	\$15,400.00	\$12,000.00	\$12,000.00	\$27,000.00	\$27,000.00	\$7,200.00	\$7,200.00	\$20,000.00	\$20,000.00	\$19,400.00	\$19,400.00
72	1	EA	Connect to Exist. 30" Water Line,	\$10,844.00	\$10,844.00	\$8,825.00	\$8,825.00	\$8,500.00	\$8,500.00	\$22,000.00	\$22,000.00	\$7,700.00	\$7,700.00	\$9,300.00	\$9,300.00	\$8,200.00	\$8,200.00
73	1	EA	Connect to Exist. 24" Water Line,	\$15,913.00	\$15,913.00	\$16,300.00	\$16,300.00	\$17,000.00	\$17,000.00	\$8,900.00	\$8,900.00	\$11,000.00	\$11,000.00	\$7,000.00	\$7,000.00	\$19,500.00	\$19,500.00
74	1	EA	Connect to Exist. 16" Water Line,	\$2,171.00	\$2,171.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$7,600.00	\$7,600.00	\$3,200.00	\$3,200.00	\$6,800.00	\$6,800.00	\$2,500.00	\$2,500.00
75	1	EA	Connect to Exist. 12" Water Line,	\$1,968.00	\$1,968.00	\$1,700.00	\$1,700.00	\$2,000.00	\$2,000.00	\$4,800.00	\$4,800.00	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$2,350.00	\$2,350.00
76	4	EA	Connect to Exist. 8" Water Line,	\$1,709.00	\$6,836.00	\$1,000.00	\$4,000.00	\$1,500.00	\$6,000.00	\$25,000.00	\$100,000.00	\$2,900.00	\$11,600.00	\$2,800.00	\$11,200.00	\$2,150.00	\$8,600.00
77	1	EA	Connect to Exist. 6" Water Line,	\$736.00	\$736.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$2,900.00	\$2,900.00	\$1,900.00	\$1,900.00	\$2,100.00	\$2,100.00
78	1	LF	6" X 22.5 Degree Bend,	\$244.00	\$244.00	\$165.00	\$165.00	\$350.00	\$350.00	\$170.00	\$170.00	\$500.00	\$500.00	\$550.00	\$550.00	\$475.00	\$475.00
79	1	EA	Air Release Valve,	\$19,836.00	\$19,836.00	\$8,800.00	\$8,800.00	\$8,060.00	\$8,060.00	\$5,000.00	\$5,000.00	\$6,200.00	\$6,200.00	\$14,000.00	\$14,000.00	\$8,815.00	\$8,815.00
80	300	LF	Line (<3" diam),	\$30.80	\$9,240.00	\$29.00	\$8,700.00	\$15.00	\$4,500.00	\$17.00	\$5,100.00	\$25.00	\$7,500.00	\$37.00	\$11,100.00	\$25.00	\$7,500.00
81	1	EA	As-Built Survey,	\$9,254.00	\$9,254.00	\$10,500.00	\$10,500.00	\$11,000.00	\$11,000.00	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$12,000.00	\$12,000.00
82	1	EA	24" DIP Water Line (Alt. A),	\$3,371.00	\$3,371.00	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$5,500.00	\$5,500.00	\$500.00	\$500.00	\$15,500.00	\$15,500.00
TOTAL BASE BID:					\$2,683,664.50		\$2,824,678.32		\$2,915,993.29		\$3,219,170.43		\$3,112,811.21		\$3,616,535.53		\$3,934,028.60

BID ALTERNATE "A"

83	2618		24" DIP Water Line (Alt. A),	\$65.00	\$170,170.00	\$72.00	\$188,496.00	\$87.50	\$229,075.00	\$79.00	\$206,822.00	\$78.00	\$204,204.00	\$105.00	\$274,890.00	\$105.00	\$274,890.00
84	3		24" Butterfly Valve (Alt. A),	\$4,025.00	\$12,075.00	\$3,210.00	\$9,630.00	\$4,100.00	\$12,300.00	\$6,000.00	\$18,000.00	\$3,600.00	\$10,800.00	\$6,300.00	\$18,900.00	\$4,720.00	\$14,160.00
85	1		24" X 12" Tee (Alt. A),	\$2,060.00	\$2,060.00	\$1,810.00	\$1,810.00	\$2,380.00	\$2,380.00	\$2,100.00	\$2,100.00	\$2,200.00	\$2,200.00	\$2,500.00	\$2,405.00	\$2,405.00	\$2,405.00
86	3		24" X 6" Tee (Alt. A),	\$1,687.00	\$5,061.00	\$1,615.00	\$4,845.00	\$2,230.00	\$6,690.00	\$2,000.00	\$6,000.00	\$2,000.00	\$6,000.00	\$2,300.00	\$6,900.00	\$2,268.00	\$6,804.00
87	1		24" Cap (Alt. A),	\$1,034.00	\$1,034.00	\$825.00	\$825.00	\$1,400.00	\$1,400.00	\$1,000.00	\$1,000.00	\$1,300.00	\$1,300.00	\$1,400.00	\$1,298.00	\$1,298.00	\$1,298.00
88	1		12" Gate Valve (Alt. A),	\$1,394.00	\$1,394.00	\$1,250.00	\$1,250.00	\$1,525.00	\$1,525.00	\$1,800.00	\$1,800.00	\$2,300.00	\$2,300.00	\$2,000.00	\$2,000.00	\$1,710.00	\$1,710.00
89	1		Manual 6" Blow Off (Alt. A),	\$3,152.00	\$3,152.00	\$1,510.00	\$1,510.00	\$3,500.00	\$3,500.00	\$2,700.00	\$2,700.00	\$5,500.00	\$5,500.00	\$3,600.00	\$3,600.00	\$5,175.00	\$5,175.00
90	1		Air Release Valve (Alt. A),	\$19,836.00	\$19,836.00	\$8,800.00	\$8,800.00	\$8,060.00	\$8,060.00	\$6,200.00	\$6,200.00	\$2,400.00	\$2,400.00	\$14,000.00	\$14,000.00	\$10,500.00	\$10,500.00
TOTAL BID ALTERNATE					\$214,782.00		\$217,166.00		\$264,930.00		\$244,622.00		\$234,704.00		\$324,190.00		\$316,942.00

TOTAL BASE BID:		\$2,683,664.50		\$2,824,678.32		\$2,915,993.29		\$3,219,170.43		\$3,112,811.21		\$3,616,535.53		\$3,934,028.60
ALTERNATE "A":		\$214,782.00		\$217,166.00		\$264,930.00		\$244,622.00		\$234,704.00		\$324,190.00		\$316,942.00
GRAND TOTAL		\$2,898,446.50		\$3,041,844.32		\$3,180,923.29		\$3,463,792.43		\$3,347,515.21		\$3,940,725.53		\$4,250,970.60



Harvey Mitchell Pkwy

Water Main Relocation Area

Wellborn Road

0 0.125 0.25 0.5 Miles

**July 27, 2006
Consent Agenda
Arrington Road Renaming**

To: Glenn Brown, City Manager

From: Lance Simms, Acting Director of Planning and Development Services

Agenda Caption: Presentation, possible action, and discussion on an ordinance changing the name of a portion of Arrington Road, located approximately 400 feet west of State Highway 6, to Old Arrington Road.

Recommendation(s): Adopt ordinance designating a portion of Arrington Road to Old Arrington Road.

Summary: In an effort to maximize efficiency for emergency responders including fire, police, and medical services, the City of College Station strives to maintain street names that are clearly distinguishable from others within our local 9-1-1 service area. In order to do this, the Arrington Road located approximately 400 feet west of State Highway 6 needs to be changed.

There are two locations along State Highway 40, separated by approximately 2,000 feet, where it is intersected by streets named Arrington Road. The first intersection is located 400 feet west of State Highway 6, which provides access south to the Nantucket area. The second location is 2,000 feet west of the first location and was constructed as part of the Greens Prairie Road realignment. This second location provides access to Forest Ridge Elementary via Greens Prairie Road, and currently ends on the south side of the intersection with Greens Prairie Road. According to the city's Thoroughfare Plan, this street will extend south and connect to the proposed Old Arrington Road near Oaks Drive South. The land on both sides of the proposed Old Arrington Road is zoned for commercial use and the city has been approached about developing this area. As part of the development, the proposed Old Arrington Road will be abandoned by the city and the roadway removed with the construction of the development.

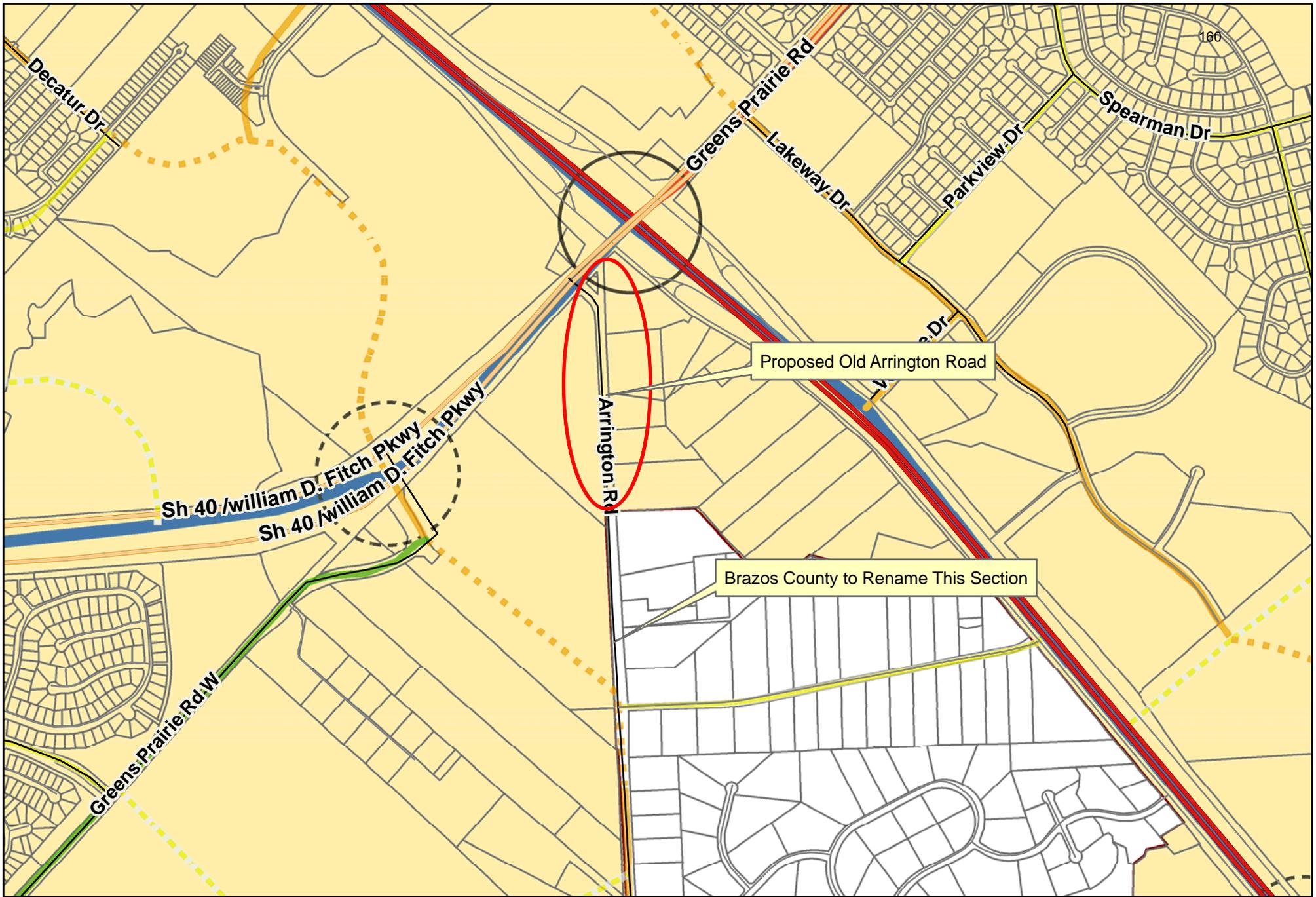
The owners and residents of the four (4) properties that are addressed off of this roadway within the City Limits have been notified by letter of the proposed change. The United States Postal Service will recognize the existing street addresses for one year as long as the current residents submit a change of address form to the postal service.

Since the newly constructed Arrington Road will extend and connect to the proposed Old Arrington Road outside the City Limits, city staff has contacted representatives with the County about renaming the section of Arrington Road from the City Limit to Oaks Drive South.

Budget & Financial Summary: N/A

Attachments:

1. Small area map
2. Ordinance



Proposed Old Arrington Road



1,000 500 0 1,000 Feet



1 inch equals 1,000 feet

ORDINANCE NO. _____

AN ORDINANCE RENAMING ARRINGTON ROAD FROM WILLIAM D. FITCH PARKWAY (SH 40) TO THE SOUTH CITY LIMITS OF COLLEGE STATION, TO OLD ARRINGTON ROAD.

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

- PART 1:** There are two streets located within the City of College Station, Texas, city limits that each are named "Arrington Road".
- PART 2:** The City of College Station, Texas, strives to maintain street names that are clearly distinguishable from others within the local 9-1-1 service area.
- PART 3:** That the residents currently addressed off of this roadway have been notified of the proposed name change and may continue to receive mail at the current address for up to one year.
- PART 4:** That the street currently named Arrington Road and located approximately 400 feet west of State Highway 6 be renamed to Old Arrington Road to ensure that the street is clearly distinguishable from others within the City's 9-1-1 service area.
- PART 5:** That this ordinance shall become effective ten (10) days after the date of passage by the City Council, as provided by Section 34 of the Charter of the City of College Station.

PASSED, ADOPTED AND APPROVED this twenty-seventh day of July 2006.

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:



City Attorney

July 27, 2006
Consent Agenda
Banner Resolution for the College Station Medical Center

To: Glenn Brown, City Manager

From: Lance Simms, Acting Director of Planning & Development Services

Agenda Caption: Presentation, possible action and discussion on a resolution authorizing banners for the College Station Medical Center in recognition of their 75th anniversary.

Recommendation(s): Staff recommends adopting the resolution as submitted.

Summary: This resolution allows the College Station Medical Center to erect and display fifteen vertical banners on light standards within the Center's Rock Prairie Road parking lot in recognition of their 75th anniversary this summer.

Section 7.4.E.1 of the City of College Station Unified Development Ordinance (UDO) exempts banners from UDO regulations where there has been a resolution of the City Council that finds that the display of the signs (a) promotes a positive image for the City of College Station for the attraction of business or tourism; (b) depicts an accomplishment of an individual or group; and (c) creates a positive community spirit.

Budget & Financial Summary: N/A

Attachments:

1. Letter from the College Station Medical Center
2. Photo of Banner
3. Resolution

COLLEGE STATION MEDICAL CENTER

163

P O Box 10000
1604 Rock Prairie Road
College Station, TX 77842-3500
(979) 764-5163
Facsimile (979) 696-7373

Tom Jackson
Chief Executive Officer

June 20, 2006

Lance Simms
Assistant Director of Planning
& Development Services
City of College Station
1101 Texas Avenue
College Station, TX 77840

Dear Lance,

Thank you for taking the time to meet with Frank, Melissa and me this past week. We appreciate your insight and support of our vision for the hospital's future.

The fifteen banners celebrating our 75th Anniversary were placed on our front parking lot light poles on May 8th in honor of the celebration party we were holding the following Friday. We had hoped to keep the banners up until August, just as a reminder of our longevity in the community and to celebrate this event for our employees and patients.

After August, we planned to remove the anniversary banners and replace with something appropriate to the overall hospital image.

Thank you for allowing us to pursue a resolution regarding the banners.

I look forward to working with you in the future.


Thomas Wm. Jackson
Chief Executive Officer





JUL 13 2006



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING BANNER DISPLAYS THAT HONOR THE COLLEGE STATION MEDICAL CENTER'S 75TH ANNIVERSARY.

WHEREAS, the College Station Medical Center proposes to erect and display fifteen vertical banners on light standards within the Center's Rock Prairie Road parking lot; and

WHEREAS, the College Station Medical Center opened its doors to the College Station/Bryan community on August 23, 1931 as the Wilkerson Memorial Hospital; and

WHEREAS, the City of College Station recognizes the College Station Medical Center's 75th Anniversary this summer; and

WHEREAS, Section 7.4.E.1 of the City of College Station Unified Development Ordinance (UDO) exempts banners from UDO regulation where there has been a resolution of the City of College Station City Council that finds that the display of the signs (a) promotes a positive image for the City of College Station for the attraction of business or tourism; (b) depicts an accomplishment of an individual or group; and (c) creates a positive community spirit; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS that the proposed banners meet the above criteria, and that they may be displayed subject to the following conditions:

- (1) The display of the College Station Medical Center's 75th Anniversary banners shall be allowed until September 1, 2006.
- (2) All banner locations shall be approved by City staff.

ADOPTED this 27th day of July, A.D. 2006.

ATTEST:

APPROVED:

 CONNIE HOOKS, City Secretary

 RON SILVIA, Mayor

APPROVED:

E-Signed by Carla A. Robinson
VERIFY authenticity with Approver

City Attorney

July 27, 2006
Consent Agenda Item
Recommendation to Name a Park Facility

To: Glenn Brown, City Manager

From: Steve Beachy, Director of Parks and Recreation

Agenda Caption: Presentation, possible action, and discussion regarding a recommendation to name a walking path at the Brazos Valley Veterans Memorial in honor of Louis Lynn Stuart.

Recommendation(s): Staff recommends approval of this request. This request was considered by the Parks and Recreation Advisory Board on July 11, 2006 and the recommendation was unanimously approved (9 - 0).

Summary: This request was submitted by Mr. Al Jones on behalf of the Brazos Valley Veterans Memorial Board, in recognition of the outstanding service and support provided by Mr. Lynn Stuart. Mr. Stuart has been involved with the development of the memorial since its inception. His leadership, guidance and strong support brought this high profile project from a noble idea to a true community asset.

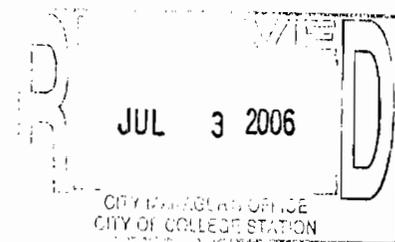
Mr. Stuart, Aggie Class of '52, is a Charter Member of the Board of Directors for the Brazos Valley Veterans Memorial, a retired US Army General Officer, local businessman and outstanding community leader. His commitment to the memorial was an essential part the overall success of the project.

In the spring of 2005, the Board of Directors for Brazos Valley Veterans Memorial voted unanimously to recommend the naming of the proposed walk to be located in the memorial area of Veterans Park and Athletic Complex in honor of Mr. Louis Lynn Stuart. If approved by the City Council, the Board and the City will formally recognize him at an appropriate time after the completion of the project.

Budget & Financial Summary: Any costs associated with this recommendation will be minimal and can be assumed by the Parks and Recreation Department FY 2006 budget. Funding for the development of the pathway will be the responsibility of the Veterans Memorial Board.

Attachments:

- 1 Letter of request from Al Jones
- 2 Brazos Valley Veterans Memorial Site Plan
- 3 City of College Station Naming Policy



June 30, 2006

Mr. Glenn Brown
 City Manager
 City of College Station
 P. O. Box 9960
 College Station, TX 77840

Dear Mr. Brown:

In compliance with the Guidelines for the Naming of Public Facilities, dated April 8, 2004, of the City of College Station, Texas, it is my distinct privilege to petition you today on behalf of the Brazos Valley Veterans Memorial, Inc., a non-profit corporation charged with the responsibility of funding, building and maintaining the only all-veterans memorial in the United States, located in College Station's Veterans Park and Athletic Complex, for the purpose of initiating that process required to have the College Station City Council approve the naming of a pathway, partially existing with plans for expansion, on the approximately 12-acre memorial site.

Our objective to name the pathway is for the purpose of making it easily identifiable and helpful for those who wish to walk through the memorial park from one memorial site to another. Our board considered carefully the requirements that the name be representative of and consistent with the values and character of the community and, in particular, acceptable to the large population of veterans and Aggies who live in College Station and the Brazos Valley. We believe that our choice reflects clearly the cultural, historical, patriotic and philanthropic considerations required by the City's guidelines. Further, we are convinced that the name we are herewith recommending enhances the reputation of the City of College Station and an understanding of the Veterans Park and Athletic Complex.

At a regularly scheduled meeting of the board of directors of the Brazos Valley Veterans Memorial in the spring of 2003, the board voted unanimously to name the memorial pathway the Louis Lynn Stuart Pathway in recognition of the outstanding services rendered on behalf of the memorial by Louis Lynn Stuart, Brigadier General, United States Army, Retired.

★
 Brazos Valley Veterans Memorial
 2501 Texas Ave. South • Suite 105-C
 College Station, TX 77840
 979.696.2787

www.veterans-memorial.org
 donations@veterans-memorial.org



General Stuart was born in Texas, raised in Texas, graduated in 1952 from Texas A&M University, married in Texas, raised his family in Texas, owned Bryan Construction Company in Texas and has lived his entire life in Texas. His honors are too numerous to list here, but suffice it to say he is one of the very few Americans to become a United States Army General, he was the Bryan-College Station Chamber of Commerce's Man of the Year, he is known as an outstanding businessman who placed ethics and integrity before profits and short-term gains, and he is a man who reflects his spiritual values in all that he does. His friendships are true, his loyalty beyond question and his love for family, friends and country beyond the call of duty. General Stuart reflects the values and character that this community most respects, strives to achieve and treasures. His name is synonymous with truth, justice and the American way.

General Stuart was one of the five charter members of the Brazos Valley Veterans Memorial board that envisioned a memorial and park for the purpose of honoring with dignity and strength the sacrifices made by veterans on behalf of America and the freedoms Americans value above all else. General Stuart developed the funding mechanism that enabled the Veterans Memorial board to raise nearly a million dollars over a five-year period to pay for the memorial site development, sculptures, infrastructure, design, and honor walls. General Stuart mobilized the business community and joined its members with the veterans of the seven counties of the Brazos Valley for the purpose of building the most beautiful veterans memorial in all of Texas. His tireless work led to the realization of the Brazos Valley Veterans Memorial that was unveiled and dedicated on November 11, 2002 with former President George H. W. Bush in attendance. Moreover, much of General Stuart's work on behalf of the Veterans Memorial, fundraising, construction oversight, negotiations, board development, business relations, press relations, etc., was performed while he was undergoing medical treatments in Houston for cancer. His will was never broken, his faith never shattered and his determination and persistence set an example for thousands of citizens associated with this sacred mission on behalf of America's veterans.

It is for these reasons, consistent with the guidelines set forth by the City of College Station, that the Board of Directors is so proud to recommend the naming of the pathway the Louis Lynn Stuart Pathway. It is my special



privilege and deep honor to present this petition to you on behalf of our board, community, state and nation.

FORTHE BOARD OF DIRECTORS:


AL JONES
Major General, United States Army (Ret.)
Former Brazos County Judge

Attachments:
Veterans Memorial Park Pathway Plan
College Station Guidelines for the Naming of Public Facilities

City of College Station, Texas **GUIDELINES FOR THE NAMING OF PUBLIC FACILITIES**

Approved April 8, 2004 - Agenda Item 10.10

Purpose

The purpose of these guidelines is to establish a systematic and consistent approach for the official naming of public facilities in the City of College Station, including parks, facilities, recreational areas, streets, and municipal buildings.

Objectives

- Ensure that parks, facilities, recreational areas, and municipal buildings are easily identified and located.
- Ensure that given names to parks, facilities, recreational areas, and municipal buildings are consistent with the values and character of the area or neighborhood served.
- Encourage public participation in the naming, renaming, and dedication of parks, facilities, recreational areas, and municipal buildings.
- Encourage the dedication of lands, facilities, or donations by individuals and/or groups.
- Advance the reputation of the City as well as increase the understanding and public support for its programs.

Criteria

The practice of the City of College Station is to name parks, recreation areas, facilities, and municipal buildings through an adopted process utilizing the above objectives, emphasizing community values and character, local and national history, geography, the environment, civics, and service to the City of College Station. Therefore, the following criteria shall be used in determining the appropriateness of the naming designation:

- Neighborhood, geographic, or common usage identification;
- A historical figure, place, event, or other instance of historical or cultural significance;
- National and state historical leaders or heroes, both past and present;
- An individual, living or deceased [a] who has made a significant land and/or monetary contribution to the park, recreation area, facility, or municipal building, or [b] who has had the contribution made "In Memoriam" and when the name has been stipulated as a condition of the donation;
- An individual, living or deceased, who has contributed outstanding civic service to the City;
- Predominant plant materials; or
- Streams, rivers, lakes, and creeks.

Facilities or specialized areas may have a name different from that of the larger park, recreation area, facility, or municipal building.

When feasible, the process to name parks, recreation areas, facilities, and municipal buildings should begin within twelve (12) months after the City has acquired title to the land and/or formally accepted the dedication.

Names that are similar to existing parks, recreation areas, facilities, and municipal buildings should not be considered in order to minimize confusion.

Renaming

The City reserves the right to change the name of a park, recreation area, facility or municipal building to maintain consistency with these guidelines. However, renaming carries with it a much greater burden of process compared to initial naming. Tradition and continuity of name and community identification are important community values. Each request to rename must meet the criteria of this policy, but meeting all criteria does not ensure renaming.

Procedures

Upon approval of these guidelines by Council, procedures consistent with the guidelines will be developed. It is anticipated that naming/renaming requests will be submitted to the City Manager. The Manager will then forward the request through an appropriate board, committee, or organization or directly to the City Council for approval. (For example, if the naming or renaming request is for a parks facility, the City Manager will submit the request to the Parks and Recreation Advisory Board who will review and make a recommendation. The City Manager will review that recommendation and then submit it to Council for approval.)

The City Council may, upon its own initiative, name or rename a City facility without following these guidelines. An individual council member may submit a naming suggestion to the City Manager, who will then apply the guidelines and procedures.

**July 27, 2006
Consent Agenda
Senior Center Conceptual Design Contract Award**

To: Glenn Brown, City Manager

From: Steve Beachy, Director of Parks and Recreation

Agenda Caption: Presentation, possible action, and discussion awarding a design contract (Contract No. 06-185) with Brown Reynolds Watford Architects, in the amount of \$75,500.00, for the conceptual design of a Senior Citizens Center and funding will be transferred from the General Fund Contingency account.

Recommendation(s): Staff recommends approval of the contract with Brown Reynolds Watford Architect and transfer of funds from the General Fund Contingency account.

Summary: Request for Proposals were solicited from March 17th through April 27, 2006 for conceptual design services for a new senior center facility (Project Number GG0601). Three proposals were received and then ranked by a committee composed of staff members and representatives from the Senior Advisory Committee. Brown Reynolds Watford Architects was the top choice of the review panel. This project was initiated in 2000 as a Council Strategic Issue to increase the services for senior citizens in our community.

On July 28th, 2005 the Senior Advisory Committee requested permission from the City Council to seek support and input from the community for a future senior citizens center. The Senior Advisory Committee conducted two public meetings in September and six additional meetings with interested groups in October and November of that year.

With input received from these public meetings, the Senior Advisory Board developed a report that was presented to the City Council on December 15th, 2005. At that time the City Council directed staff to proceed with the development of a fiscal impact analysis for conceptual design for a Senior Citizens Center. The topic was discussed again at the special Council retreat on February, 16, 2006 conducted at the Marriott Hotel. Once again, the project was supported and staff directed to continue with the project.

This professional services contract is for the development of a conceptual design including proposed floor plan, site plan, recommended materials and estimated construction costs. This information will be for use in developing a recommendation for the next general obligation bond election.

Budget & Financial Summary: Funds for this project were not included in the FY06 budget. However, funds in the amount of \$75,500 are available and will be transferred from General Fund contingency. These funds will be appropriated to the General Government Capital Improvements Fund as part of a future FY06 budget amendment.

Attachments:

- 1) Contract 06-185
- 2) Contingency Transfer Form

City of College Station

PROFESSIONAL SERVICES CONTRACT

This Contract is between the **City of College Station**, a Texas home-rule municipal corporation, (the "City") and **Brown Reynolds Watford Architects**, a Texas corporation (the "Contractor"), whereby the Contractor agrees to provide the City with certain professional services as described herein and the City agrees to pay the Contractor for those services.

**ARTICLE I
Scope of Services**

1.01 In consideration of the compensation stated in paragraph 2.01 hereinbelow, the Contractor agrees to provide the City with the professional services as described in **Exhibit "A"**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: Conceptual Design for a Senior Services Project (the "Project").

**ARTICLE II
Payment**

2.01 In consideration of the Contractor's provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Contractor according to the terms set forth in **Exhibit "B"**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed **Seventy Five Thousand Five Hundred Dollars and 00/100 Dollars (\$ 75,500)**.

**ARTICLE III
Time of Performance and Construction Cost**

3.01 The Contractor shall complete the professional services within the times set forth below. The Contractor shall exercise a degree of care and diligence in the performance of all services under this Contractor in accordance with the professional standards prevailing among Contractors in the location in which Contractor practices or College Station, Texas, whichever is the higher standard, skilled in design for projects of similar scope, and all of the Contractor services shall be performed as expeditiously as is consistent with said standards and the orderly progress of the Work.

[Conceptual Design: 140 calendar days after the authorization to commence planning]

3.02 All design work and other professional services provided under this Contract must be completed by the following date: 140 days from notice to proceed.

- 3.03 **Time is of the essence of this Contract.** The Contractor shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified. Promptly after the execution of this Contract, the Contractor shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Contractor's services to meet the City's project milestone dates which are included in this Contract. The Contractor's schedule shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which Contractor has control shall not be exceeded without written approval from the City.
- 3.04 The Contractor's services consist of all of the services required to be performed by Contractor, Contractor's employees and Contractor's consultants under the terms of this Contract. Such services include normal civil, structural, mechanical and electrical engineering services, plumbing, food service, acoustical and landscape services, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Contractor shall contract and employ at his expense consultants necessary for the design of the Project, and such consultants shall be licensed as required by the State of Texas and approved in writing by the City.
- 3.05 The Contractor shall designate a principal of the firm reasonably satisfactory to the City who shall, so long as employed by Contractor and acceptable to the City, remain in charge of professional services through completion and be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.
- 3.06 Contractor shall be responsible for the coordination of all drawings and design documents relating to Contractor's design and used on the Project, regardless of whether such drawings and documents are prepared by Contractor. Contractor shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Contractor and for their compliance with all applicable codes, ordinances, regulations, laws and statutes.
- 3.07 Contractor's evaluations of the City's project budget and the preliminary estimates of construction cost and detailed estimates of construction cost, represent the Contractor's best judgment as a design professional familiar with the construction industry.
- 3.08 The construction budget for this Project, which is established as a condition of this Contract is \$To be determined. This construction budget shall not be exceeded unless the amount is changed in writing by the City.

ARTICLE IV
Conceptual Design

- 4.01 Upon the Contractor's receipt from the City of a letter of authorization to commence planning, the Contractor shall meet with the City for the purpose of determining the

nature of the Project. The Contractor shall inquire in writing as to the information he believes the City may have in its possession that is necessary for the Contractor's performance. The City shall provide the information within its possession that it can make available to the Contractor. The City shall designate a representative to act as the contact person on behalf of the City.

- 4.02 The Contractor shall determine the City's needs with regard to the Project, including, but not limited to, tests, analyses, reports, site evaluations, needs surveys, comparisons with other municipal Projects, review of budgetary constraints and other preliminary investigations necessary for the Project. Contractor shall verify the observable existing conditions of the Project and verify any existing as-built drawings. Contractor shall confirm that the Project can be designed and constructed within the time limits outlined in this Contract. Contractor shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases. Contractor shall confirm that the Project can be designed and constructed for the dollar amount of the project budget, if applicable.
- 4.03 The Contractor shall prepare a conceptual design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The conceptual design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Contractor shall meet with City staff and the City Council to make a presentation of his report.

ARTICLE V

Change Orders & Documents & Materials

- 5.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.
- 5.02 Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the amount set forth in paragraph 2 of this Contract by more than five percent (5%). Changes in excess of this amount must be approved by the City Council prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all

services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

- 5.03 The Contractor shall furnish the City Ten (10) sets of plans and specifications and electronic media for reproduction. It is hereby agreed that additional copies shall be provided to the City at the City's expense. The Contractor shall provide the City zero (0) sets of reproducible, mylar-record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Contractor. The Contractor shall provide copies of documents, computer files if available, surveys, notes, and tracings used or prepared by the Contractor. The foregoing documentation, the Contractor's work product, and other information in the Contractor's possession concerning the Project shall be the property of the City from the time of preparation. The Contractor shall also furnish one set of digital files representing the final as-built mylars.

ARTICLE VI

Warranty, Indemnification & Release

- 6.01 As an experienced and qualified design professional, the Contractor warrants that the information provided by the Contractor reflects high professional and industry standards, procedures, and performances. The Contractor warrants the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of other services under this Contract, pursuant to a high standard of performance in the profession. The Contractor warrants that the Contractor will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Contractor, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Contractor, its employees, associates, agents, or subcontractors.
- 6.02 The Contractor shall promptly correct any defective designs or specifications furnished by the Contractor at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Contractor's services hereunder or of the Project itself shall in no way alter the Contractor's obligations or the City's rights hereunder.
- 6.03 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Contractor shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Contractor shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Contractor shall have ultimate control

over the execution of the professional services. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors.

- 6.04 The Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Contractor, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.
- 6.05 **Indemnity.** The Contractor agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents (separately and collectively referred to in this paragraph as "Indemnitee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnitee, and liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person, including but not limited to Contractor, any of its subcontractors of any tier, or of any employee or invitee of Contractor or of any such subcontractors, that is caused by, arises out of, related to, or in connection with, the negligence of and/or negligent performance of this Contract by Contractor or by any such subcontractors of any tier, under this Contract.
- 6.06 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 10.05, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.
- 6.07 **Release.** The Contractor releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Contractor or its employees and any loss of or damage to any property of the Contractor or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Contractor's work to be performed hereunder. Both the City and the Contractor expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Contractor or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in

whole or in part by the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE VII Insurance

7.01 The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on Exhibit C.

ARTICLE VIII Use of Drawings, Specifications and Other Documents

8.01 The Drawings, Specifications and other documents prepared by the Contractor and Contractor's consultants for this Project shall become the property of the City whether the Project is completed or not. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Contractor's Drawings, Specifications and other documents.

8.02 The documents prepared by Contractor may be used as a prototype for other facilities by the City. The City may elect to use the Contractor to perform the site adaptation and other architectural services involved in reuse of the prototype. If so, the Contractor is obligated to perform the work for an additional compensation that will fairly compensate the Contractor and its consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Contract. If the City elects to employ a different architect to perform the site adaptation and other architectural services involved in reuse of the prototype, that architect will be entitled to use Contractor's consultants on the same basis that Contractor would have been entitled to use them for the work on the reuse of the prototype, and such architect will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Contractor will not be responsible for errors and omissions of a subsequent architect. The Contractor shall commit its consultants to the terms of this subparagraph.

8.03 In the event of termination of this Agreement for any reason, the City shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

8.04 Only the details of the drawings relating to this Project may be used by the Contractor on other projects, but they shall not be used as a whole without written authorization by the City. The City furnished forms, conditions, and other written documents shall not be used on other projects by the Contractor.

ARTICLE IX Termination

- 9.01 The City may terminate this Contract at any time upon thirty (30) calendar days written notice. Upon the Contractor's receipt of such notice, the Contractor shall cease work immediately. The Contractor shall be compensated for the services satisfactorily performed prior to the termination date.
- 9.02 If, through any cause, the Contractor fails to fulfill its obligations under this Contract, or if the Contractor violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Contractor five (5) calendar days written notice to the Contractor. The Contractor will be compensated for the services satisfactorily performed before the termination date.
- 9.03 No term or provision of this Contract shall be construed to relieve the Contractor of liability to the City for damages sustained by the City because of any breach of contract and/or negligence by the Contractor. The City may withhold payments to the Contractor for the purpose of setoff until the exact amount of damages due the City from the Contractor is determined and paid.

ARTICLE X
Miscellaneous Terms

- 10.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
- 10.02 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City of College Station
Attn: Peter Lamont
P.O. Box 9960
College Station, Texas 77842

Contractor:
BRW Architects
Attn: Tom Parker
2700 Earl Rudder Freeway, Suite 4000
College Station, TX 77842

- 10.03 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

- 10.04 This Contract represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.
- 10.05 This Contract and all rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of the City.
- 10.06 If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 10.07 The Contractor, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of College Station, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Contractor must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.
- 10.08 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.
- 10.09 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
- 10.10 **Notice of Indemnification.** City and Contractor hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.

[BRW Architects]

CITY OF COLLEGE STATION

By: 
 Printed Name: Tom Parker _____
 Title: Director _____
 Date: 7/7/06 _____

By: _____
 Ron Silvia, Mayor
 Date: _____

ATTEST:

 Connie Hooks, City Secretary
 Date: _____

APPROVED:

Glenn Brown, City Manager

Date: _____



City Attorney

Date: _____

Jeff Kersten, Chief Financial Officer

Exhibit "A"
Scope of Services

BROWN REYNOLDS WATFORD



ARCHITECTS INC.

2700 EARL RUDDER FREEWAY SOUTH
 SUITE 4000
 COLLEGE STATION, TX 77843
 979-694-1791
 FAX 979-694-8293
 www.brwarch.com

June 28, 2006

City of College Station
 1101 Texas Avenue
 P.O. Box 9960
 College Station, Texas 77842

Attention Mr. Peter Lamont

Re: City of College Station
 Senior Citizen Center

Project No.: City GG-0000, BRW 0000.00

Mr. Lamont:

Based upon our meeting 06-23-06 it is BRW's understanding that the standard College Station contract can be changed pending the project scope. Having determined this we propose the following for preliminary design only:

Development of a site plan for the Senior Center

- Building location
- Parking
- Utility locations

Development of floor plans

BRW will provide three schemes for the building during the initial phases

The programming will be developed for the project through a series of group meetings. We propose three large group meetings with interested citizens and several smaller meetings to finalize the program

The final scheme will include floor plans, elevations, and 3-D computer modeling indicating the proposed materials for the project

Presentation of the project

The project will be given to the City in digital format as well as color renderings on paper.

A detailed proposed construction cost will be included with current costs and a projected escalation of construction cost for the next year.

The above services are for architectural only. The engineering that will be needed for Civil, Structural, Mechanical, and Electrical will be addressed in a separate contract. Additionally, Survey and soil investigation is also excluded for the services listed above.

A proposed schedule is attached indicating the scope of work and the time allocated for each activity. The proposed time frame to complete this phase of the project is four months.

Fees for preliminary design:

Programming and conceptual design fixed fee of \$75,500.00

Please call our off office so that we may address any question you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas W. Parker".

Thomas W. Parker, AIA, RAS

Director

Exhibit "B"**Payment Terms****SELECT ONE:**

Compensation is based on *actual* hours of work/time devoted to providing the described professional services. The Contractor will be paid at a rate of \$ 88.82 per hour, or at the rates per service or employee shown below. The City will reimburse the Contractor for *actual*, non-salary expenses at the rate of _____ percent (____%) above the Contractor's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract (\$75,500).

The Contractor must submit *monthly* invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

Exhibit "C"
Insurance Requirements

**CITY OF COLLEGE STATION CONTRACTS
INSURANCE COVERAGE & LIMIT REQUIREMENTS**

EFFECTIVE 10-1-02

Commercial General Liability, (a.k.a.) Public Liability

Coverage limit should be **\$2 million** aggregate with **\$1 million** per occurrence.

This coverage should provide liability coverage for the following:

Fire Damage Liability, **\$100,000** minimum

Medical Expense, **\$5,000** minimum

Personal & Advertising Injury

Products & Completed Operations with Separate Aggregate

Contractual Liability

Host Liquor Liability

Explosion, Collapse, Underground

Business Auto Liability

Coverage limit **\$1 million combined single limit**

This coverage should provide liability for the following:

Any Auto

All Owned Autos

Scheduled Autos

Hired Autos

Non Owned Autos, (includes rented & leased vehicles)

Workers Compensation

Coverage Limit **Texas Statutory**

Employers Liability

Coverage Limit **\$1,000,000/ \$1,000,000/ \$1,000,000**

This coverage should provide liability for the following:

E.L. Each Accident **\$1,000,000**

E.L. Disease- Each Employee **\$1,000,000**

E.L. Disease- Policy Limit **\$1,000,000**

Professional Liability

Coverage Limit **\$2 million** Aggregate with **\$1 million** per occurrence*

Claims made policies are *acceptable on this line of coverage**

Must have an *Extended Reporting Period Endorsement**

Pollution Liability

Coverage Limit minimum \$1 million or \$5 million depending upon DOT/TNRCC Classification of materials being transported. (Can be endorsed onto Business Auto Liability on form MCS-90 Endorsement- Motor Carrier Policies for insurance for Public Liability)

Umbrella / Excess Liability

Coverage Limit minimum should be equal to or Greater than \$5million per occurrence/aggregate when combined with the lowest primary liability coverage. This coverage **MUST** follow form.

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Builders' Risk

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Performance Bonds & Payment Bonds

Required on construction projects at \$100,000.00 and above. However, City has the option to have a performance bond on projects below \$100,000.00 dollars. Payment bonds are also required on projects at \$25,000.00 and above.

Commercial Crime/Fidelity Bond

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Liquor Legal Liability (if alcohol is sold on premise)

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Tenant's Contents and Betterments

Required for Tenant's renting/leasing City of College Station Building / Office Space

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Leasehold Interest Insurance

Required when renting or leasing City of College Station buildings or offices.

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Exhibit "C"

Insurance Requirements

1. The Contractor agrees to maintain the types and amounts of insurance required in this Contract throughout the term of the Contract. The following insurance policies shall be required:

- (a) Commercial General Liability
- (b) Business Automobile Liability
- (c) Workers' Compensation
- (d) Professional Liability

2. For each of these policies, the Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. Certificates of insurance and endorsements shall be furnished to and approved by the City's Risk Manager *before* any letter of authorization to commence planning will issue or any work on the Project commences. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. **All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit "D", and approved by the City *before* work commences.**

3. The Contractor shall include all subcontractors as additional insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4. General Requirements Applicable to All Policies.

- (a) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the certificate of insurance and are acceptable only on a "per occurrence" basis for property damage only.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College Station by certified mail, return receipt requested.
- (e) Upon request, certified copies of all insurance policies shall be furnished to the City.
- (f) The certificates of insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following

provisions and warranties: (a) that the insurance company is licensed and admitted to do business in the State of Texas; (b) that the insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO; (c) all endorsements and coverages according to the requirements of this Contract; (d) the form of notice of cancellation, termination, or change in coverage provisions; and (e) original endorsements affecting coverage required by this Contract.

- (g) The City of College Station, its officials, employees, and volunteers are to be added as "Additional Insureds" to the Commercial General Liability and Business Automobile Liability Policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and volunteers.

5. Commercial (General) Liability requirements:

- (a) Coverage shall be written by a carrier with an "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- (c) Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- (d) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (e) The coverage shall include but not be limited to: premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, "Explosion Collapse and Underground" coverage.
- (f) The City shall be named as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non contributory.

6. Business Automobile Liability requirements:

- (a) Coverage shall be written by a carrier with an "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

7. Workers' Compensation Insurance requirements:

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all employees of the Contractor, the Contractor, all employees of any and all subcontractors, and all other persons providing*

services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

- (b) The worker's compensation insurance shall include the following terms:
- (i) Employer's Liability limits of \$1,000,000 for each accident is required.
 - (ii) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - (iii) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- (c) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid specifications, this Agreement, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which

furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be

covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.

8. Professional Liability requirements:

- (a) Coverage shall be written by a carrier with a "B+:VII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$25,000.00.
- (c) Coverage must be maintained for two (2) years after the expiration of the term or termination of this Contract.

Exhibit "D"

Certificate(s) of Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCE

198

DATE
07/05/2006

PRODUCER McLaughlin Brunson Insurance Agency, LLP
9535 Forest Lane
Suite 118
Dallas TX 75243

INSURED Brown Reynolds Watford Architects, Inc.
3535 Travis, #250 & #260
LB 102
Dallas TX 75204

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: Hudson Insurance Company
INSURER B: United States Fidelity and Guaranty Company
INSURER C: Hartford Underwriters Insurance Company
INSURER D:
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> X, C, U coverages GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	BK01274471	12/20/2005	12/20/2006	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
C	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	46UECIY0429	12/20/2005	12/20/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	BK01274471	12/20/2005	12/20/2006	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Professional Liab.	AEE71101-01	01/22/2006	01/22/2007	\$1,000,000 Per Claim / Aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. The City of College Station is named as an Additional Insured as required by written contract on the General, Auto and Umbrella Liability coverages.

CERTIFICATE HOLDER
 City of College Station
 PO Box 9960
 College Station TX 77842

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
Patsy P. McLaughlin

REQUEST FOR CONTINGENCY TRANSFER

DATE: July 27, 2006

FROM: CONTINGENCY ACCOUNT AMOUNT
General Fund Contingency \$77,500

TO: ACCOUNT NUMBER AMOUNT
General Government Capital Projects Transfer Out \$77,500

JUSTIFICATION OF NEED FOR TRANSFER:

- 1. Why is this request of such an emergency nature that it must be made immediately?**
The City is trying to move forward with the conceptual design process in order to develop more accurate construction cost estimates for the Senior Center Project.
- 2. Why was the item not budgeted in the normal budgetary process?**
It was not known during the budget process last year that moving forward with the conceptual design would occur this fiscal year.
- 3. Justification as to why the transfer cannot be made within the division or department?**
Funds are not available in the Parks Department budget for this project because those funds are committed to other ongoing programming and projects.

Council Approval Required: Yes **Date Approved by Council:** _____

Requested by : _____ **Budget Review:** _____

Approved: _____
Department Head

Approved: _____
Budget Officer

Approved: _____
City Manager

July 27, 2006
Consent Agenda
Condemnation for Utility Easement on Weber Property
for Water Transmission Pipeline

To: Glenn Brown, City Manager

From: John Woody, Director, Water Services Department

Agenda Caption: Presentation, possible action, and discussion regarding approval of a Resolution authorizing the City to pursue condemnation for a utility easement on property located near the intersection of State Highway 2818 and State Highway 21 in Brazos County for construction of a water transmission pipeline necessary for the Parallel Water Transmission Line Project.

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

Summary: This easement is needed to complete the Parallel Water Transmission Line Project, which will provide essential additional water transmission capacity from the wellfield to the City's pump station on Dowling Road. The first two phases of the parallel transmission pipeline are in place, and this easement is required to construct the third (and final) phase.

On 13 July 2006, Council approved a Needs Resolution authorizing staff to pursue the purchase of this easement. The final City offer was based on an independent appraisal which determined the fair market value of the easement. Staff has made all reasonable efforts to reach an amicable agreement with Mr. Weber, and he has rejected these offers. Since timely completion of the water transmission line is of vital importance, Staff recommends approval of this Resolution to pursue condemnation.

Budget & Financial Summary: Funds to purchase the easement are budgeted and available in the Water Services Department Capital Improvement Project Budget. Construction funds for the pipeline are programmed in FY-07 and FY-08.

Attachments:
Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS RELATING TO: (1) THE AUTHORITY OF THE CITY TO INITIATE, COMPLETE, AND ACQUIRE BY CONDEMNATION AN EXCLUSIVE, PERMANENT PUBLIC UTILITY EASEMENT REGARDING 0.60 ACRES OF LAND MORE OR LESS, AND A RELATED TEMPORARY CONSTRUCTION EASEMENT REGARDING 0.63 ACRES OF LAND MORE OR LESS, IN BRAZOS COUNTY, TEXAS, A PART OF THE STEPHEN F. AUSTIN LEAGUE NO. 9, ABSTRACT NO. 62; (2) A DECLARATION THAT A PUBLIC NECESSITY EXISTS FOR THE CITY TO ACQUIRE SAID EASEMENTS BY CONDEMNATION IN ORDER TO ACCOMPLISH AN AUTHORIZED AND DECLARED PUBLIC USE AND PURPOSE; (3) THE RATIFICATION OF ALL PRIOR CITY ACTS AND RESOLUTIONS; AND (4) THE ESTABLISHMENT OF AN EFFECTIVE DATE AND COMPLIANCE WITH THE OPEN MEETING STATUTES.

WHEREAS, the City of College Station, Texas (“City”) is a home rule municipality which is duly incorporated and chartered under the constitution and laws of Texas; and

WHEREAS, the City owns, operates, constructs, repairs, and maintains a municipal water utility system (“water utility system”) as a public service, in order to provide water service to the public and the City, now and in the future; and

WHEREAS, the City’s ownership, operation, construction, repair, and maintenance of the water utility system is a benefit to the public, because the system currently provides, and will provide in the future, an important source of water to the public and the City. Therefore, the water utility system, including the City’s ownership, operation, construction, repair, and maintenance of the system, now and in the future, are hereby declared to be worthwhile public uses and purposes; and

WHEREAS, the City, through a condemnation proceeding, may exercise the power of eminent domain to acquire property, inside or outside the municipality, in order to efficiently carry out the ownership, operation, construction, repair, and maintenance of its water utility system pursuant to the following, non-exclusive authority, the contents of which are incorporated by reference: Chapters 251 and 402 of the Texas Local Government Code; Chapter 21 of the Texas Property Code; and articles I and II of the City Charter; and

WHEREAS, the City is engaged in the following project regarding the improvement and expansion of its water utility system: the Water Transmission Line Project also referred to as the Water Project (“project”). This project will benefit the public and the City because its completion and operation will enhance and improve the source and distribution of water available to the community at large. Therefore, this project, which includes the acquisition of the easements herein described, is hereby declared to be a worthwhile public use and purpose; and

WHEREAS, the City determines that the best interests and needs of the public, including the health, safety, and welfare of the public, require that the City’s water utility system should be improved and expanded through the City’s acquisition, by a condemnation proceeding, of the following easements: (a) an exclusive, permanent public utility easement and right of way (“permanent public utility easement”) regarding the project, on, in, over, along, under, across, and through a certain tract or parcel of land, being and situated in Brazos County, Texas, containing 0.60 acres more or less, a part of the Stephen F. Austin League No. 9, Abstract No. 62, and for the payment of reasonable, adequate, and just compensation by the City to the owner or owners thereof, as required by law, said property being more particularly described by metes and bounds and survey plat in Exhibit A, which is attached hereto and incorporated by reference; and (b) a related temporary construction easement (“temporary construction easement”) regarding the project, on, in, over, along, under, across, and through a certain tract or parcel of land, being and situated in Brazos County, Texas, containing 0.63 acres more or less, a part of the Stephen F. Austin League No. 9, Abstract No. 62, and for the payment of reasonable, adequate, and just compensation by the City to the owner or owners thereof, as required by law, said property being more particularly described by metes and bounds and survey plat in Exhibit B, which is attached hereto and incorporated by reference; and (c) said permanent utility easement and temporary construction easement being hereafter referred to as the subject property unless otherwise designated; and

WHEREAS, pursuant the authority stated herein, the City intends and seeks to acquire the aforementioned easements regarding the subject property for the following, declared public uses and purposes regarding the project: (a) the construction, installation, inspection, placement and removal of water lines, water pipelines, and related water utility infrastructure, facilities, and improvements by the City, on, in, over, above, along, under, across, and through said property, in order to improve, expand, and maintain the source, transmission and distribution of water within the City’s water utility system, now and in the future, for the benefit of the public and the City, as described herein; and (b) the permanent ownership, operation, construction, repair, inspection, placement, removal, and maintenance of the water utility system at the location of said permanent utility easement on the subject property, including all utility infrastructure, facilities, or improvements placed on, in, over, above, along, under, across, and through said property, in order to improve, expand, and maintain the transmission and distribution of water within the City’s water utility system, now and in the future, for the benefit of the public and the City, as described herein; and

WHEREAS, pursuant to the project, a public necessity exists for the City to acquire by condemnation proceeding the permanent public utility easement and the temporary construction easement regarding the subject property for the public uses and purposes described herein, and

WHEREAS, pursuant to the project, the City’s acquisition of the permanent public utility easement and the temporary construction easement regarding the subject property by a condemnation proceeding is necessary to accomplish, achieve, and advance the public uses and purposes described herein; and

WHEREAS, upon acquisition of the permanent public utility easement, the City shall allow the owner of the subject property to use all or any part of the easement acquired for any purpose that

does not damage, destroy, injure, or interfere with the City's efficient, safe, or convenient use of the easement acquired, as described herein, including the specific use limitations of said owner as described herein;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of College Station, Texas:

1. Singular nouns and pronouns shall include the plural, and the masculine gender shall include the feminine gender, where necessary for a correct meaning of this resolution.
2. All prior resolutions or orders regarding the project, the permanent public utility easement, the temporary construction easement, and the subject property are hereby supplemented and incorporated by reference.
3. All prior acts of the City, including the acts of its elected officials, officers, employees, agents, or attorneys, regarding the project, the permanent public utility easement, the temporary construction easement, and the subject property are hereby authorized, ratified, approved, confirmed, and validated.
4. All statements made in the caption, preamble, preliminary recitals, and the documents attached to this resolution are true, correct, and incorporated by reference.
5. The best interests and needs of the public, including the health, safety, and welfare of the public, pursuant to the utility project described above, require that the water utility system of the City be improved and expanded by the City's acquisition of the permanent public utility easement and the temporary construction easement regarding the subject property, as described herein.
6. The permanent public utility easement and the temporary construction easement regarding the subject property, pursuant to the project and as described herein, is sought and shall be acquired by the City for the following public uses and purposes:
 - a. the construction, installation, inspection, placement and removal of water lines, water pipelines, and related water utility infrastructure, facilities, and improvements by the City, on, in, over, above, along, under, across, and through said property, including but not limited to water transmission lines, connecting water pipelines, access facilities, attachment structures and equipment, and communication lines specifically related thereto, in order to improve, expand, and maintain the source, transmission, and distribution of water within the City's water utility system, now and in the future, for the benefit of the public and the City; and

- b. the permanent ownership, operation, construction, repair, inspection, placement, removal, and maintenance of the water utility system at the location of said permanent utility easement, including all utility infrastructure, facilities, or improvements placed on, in, over, above, along, under, across, and through said property, as described herein, in order to improve, expand, and maintain the source, transmission, and distribution of water within the City's water utility system, now and in the future, for the benefit of the public and the City;
 - c. any other public use and purpose described in this resolution.
- 7. All public uses and purposes described in this resolution are hereby declared to be worthwhile, convenient, and necessary to justify and support the acquisition of the permanent public utility easement and the temporary construction easement by the City through a condemnation proceeding.
- 8. Regarding the permanent public utility easement, temporary construction easement, and subject property described in this resolution, and pursuant to the project, the City hereby declares the following:
 - a. The City made a bona fide, good faith offer to purchase said easements from the owner of the subject property. Said offer was rejected or not accepted by the owner. Thus, the City and said owner are unable to agree on the issue of damages or compensation. Therefore, a public necessity and convenience exists for the City to acquire said easements through a condemnation proceeding for the public uses and purposes stated in this resolution.
 - b. The City's acquisition of said easements through a condemnation proceeding is necessary and convenient to accomplish, achieve, and advance the public uses and purposes stated in this resolution.
- 9. Pursuant to the project, the City's elected officials, officers, employees, agents, representatives, and attorneys are hereby authorized to engage in the following conduct regarding the permanent public utility easement, the temporary construction easement, and the subject property:
 - a. Said representatives shall have the authority to lay-out or map the exact location of the land needed regarding the subject property.
 - b. Said representatives shall have the authority to hire, engage, or direct such City staff, engineers, surveyors, appraisers, title companies, architects, attorneys, or other persons or entities needed to effect: the mapping or design of the necessary utility

infrastructure, facilities, or improvements on the subject property; the establishment and acquisition of the necessary title to the subject property; and the construction, operation, inspection, and maintenance of the necessary utility infrastructure, facilities, or improvements on the subject property.

- c. Said representatives shall have the authority, with the consent of the property owner or through a court order, to enter upon the subject property for the purpose of: surveying and establishing title; determining reasonable, adequate, and just compensation; conducting tests; or negotiating with the owner for the purchase of the required property interests.
 - d. Said representatives shall have the authority, after determining reasonable, adequate, and just compensation for said easements, to negotiate with the property owner for the purpose of acquiring for the City the required property interests by purchase.
 - e. Said representatives shall have the authority to initiate and complete condemnation proceedings against said owner, in order to acquire through condemnation all required property interests and title regarding the subject property.
 - f. Said representatives shall have the authority to initiate and complete all other actions deemed necessary and appropriate to effect the accomplishment of the public uses and purposes described herein.
10. Upon acquisition of the permanent public utility easement, the City shall allow the owner of the subject property to use all or any part of the easement acquired for any purpose that does not damage, destroy, injure, or interfere with the City's efficient, safe, or convenient use of the easement acquired; however: (a) said owner shall not be allowed to lay-out, dedicate, construct, maintain, or use any house, structure, or reservoir, or to permit same to be accomplished, on, over, under, through or within said easement except as provided herein; but (b) said owner shall be allowed to lay-out, dedicate, construct, maintain, or use roads, streets, alleys, and driveways, on, over, or within said easement, provided that said use does not change the grade over the land of said easement without the prior written consent of the City.
11. Upon acquisition of the temporary construction easement, said easement shall exist only for such period of time as is required for the construction, installation, completion, and inspection of all utility infrastructure, facilities, or improvements placed on, in, over, above, along, under, across, and through the subject property, as described herein, after which time said temporary construction easement shall cease to operate or be effective.

- 12. This resolution and order shall take effect immediately from and after its passage.
- 13. This resolution was considered and passed at a meeting held in compliance with Chapter 551 of the Texas Government Code, the Texas Open Meetings Act.

ADOPTED this 27th day of July, A.D. 2006.

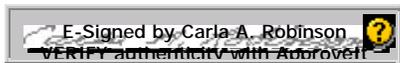
ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:



City Attorney

Joe Orr, Inc.
Surveyors & Engineers
 2167 Post Oak Circle
 College Station, TX 77845
 (979) 690-3378

Proposed Easement
 Newsco Addition
 Stephen F. Austin League No. 9
 Bryan, Brazos County, Texas
 September 21, 2004

All that certain tract of parcel of land lying and being situated in the Stephen F. Austin League No. 9, Abstract No. 62, in Bryan, Brazos County, Texas, being a part of Lot 1 Block 1 of the Newsco addition to the City of Bryan according to plat of record in Volume 470, Page 871 of the Deed Records of Brazos County, Texas, lying along and adjoining the northeast line of the existing Lone Star Gas Company easement as described by said plat and amendment recorded in Volume 6218, Page 209 of the Official Public Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at a ½" iron rod with a blue plastic cap stamped "College Station Easement" set in the line between the said Newsco addition and the Amtex Subdivision Phase I according to plat of record in Volume 495, Page 449 of the Deed Records of Brazos County, Texas, from which a concrete right-of-way monument was found S 67" 01' 21" W – 30.0 feet at the common corner of the said Newsco addition and the said Amtex Subdivision in the northeast right-of-way line of Harvey Mitchell Parkway (F.M. 2818).

Thence N 22" 53' 41" W – 508.54 feet along the northeast line of the said Lone Star Gas Company easement 30 feet from and parallel to the northeast right-of-way line of F.M. 2818 to a hole drilled in concrete at an angle point;

Thence N 4" 00' 23" E – 198.92 feet along the east line of the amended TXU easement described in Volume 6218, Page 209 of the Official Public Records of Brazos County, Texas, to a ½" iron rod with a blue plastic cap stamped "College Station Easement" set at an angle point;

Thence N 22" 53' 41" W – 139.86 feet along the northeast line of the platted Lone Star Gas Company easement 30' from and parallel to the northeast right-of-way line of F.M. 2818 to a ½" iron rod with a blue plastic cap stamped "College Station Easement" set in the northwest line of the said Newsco addition and the southeast line of the Union Pacific Railroad 0.64 acre tract as described by deed recorded in Volume 311, Page 27 of the Deed Records of Brazos County, Texas from which a concrete right-of-way marker was found S 58" 57' 02" W – 30.31 feet;

Thence N 58° 57' 02" E – 30.31 feet along the line between the said Newsco addition and the said Union Pacific Railroad tract to the most northerly comer of this tract;

Thence through the said Newsco addition as follows;

S 22° 53' 41" E – 151.33 feet to an angle point;

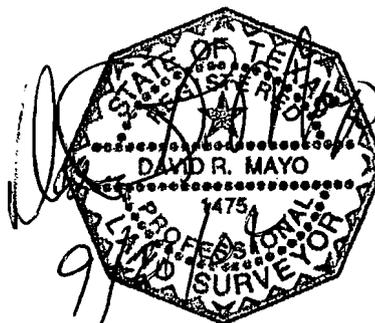
S 4° 00' 23" W – 198.92 feet to and angle point;

S 22° 53' 41" E – 453.01 feet to an angle point;

S 45° 23' 41" E – 52.26 feet to the line between the said Newsco addition and the said Amtex Subdivision;

Thence S 67° 01' 21" W – 50.00 feet along the line between the said Newsco addition and the said Amtex Subdivision to the Point of Beginning and containing 0.60 acres of land more or less.

Bearings are TX State Plane, central zone, NAD-83 datum, based on City of College Station monument no. 107 and GPS observations.



Joe Orr, Inc.
Surveyors & Engineers
 2167 Post Oak Circle
 College Station, TX 77845
 (979) 690-3378

Proposed Temporary- Easement
 Nowsco Addition
 Stephen F. Austin League No. 9
 Bryan, Brazos County, Texas
 March 16, 2006

All that certain tract of parcel of land lying and being situated in the Stephen F. Austin League No. 9, Abstract No. 62, in Bryan, Brazos County, Texas, being a part of Lot 1 Block 1 of the Nowsco addition to the City of Bryan according to plat of record in Volume 470, Page 871 of the Deed Records of Brazos County, Texas, lying between the northeast line of the existing Lone Star Gas Company easement as described by said plat and amendment recorded in Volume 6218, Page 209 of the Official Public Records of Brazos County, Texas, and the northeast right-of-way line of Harvey Mitchell Parkway (F.M. 2818) and being more particularly described as follows:

Beginning at a concrete right-of-way monument found at the common corner of the said Nowsco addition and the Amtex Subdivision Phase I according to plat of record in Volume 495, Page 449 of the Deed Records of Brazos County, Texas, in the northeast right-of-way line of Harvey Mitchell Parkway (F.M. 2818).

Thence N 67° 01' 21" E – 30.00 feet along the line between the said Nowsco addition and the said Amtex Subdivision to a ½" iron rod with a blue plastic cap stamped "College Station Easement" set for the most easterly corner of this tract;

Thence N 22° 53' 41" W – 508.54 feet along the northeast line of the said platted Lone Star Gas Company easement 30 feet from and parallel to the northeast right-of-way line of F.M. 2818 to a hole drilled in concrete at an angle point;

Thence N 4° 00' 23" E – 198.92 feet along the east line of the amended TXU easement described in Volume 6218, Page 209 of the Official Public Records of Brazos County, Texas, to a ½" iron rod with a blue plastic cap stamped "College Station Easement" set at an angle point;

Thence N 22° 53' 41" W – 139.86 feet along the northeast line of the platted Lone Star Gas Company easement 30' from and parallel to the northeast right-of-way line of F.M. 2818 to a ½" iron rod with a blue plastic cap stamped "College Station Easement" set in the northwest line of the said Nowsco addition and the southeast line of the Union Pacific Railroad 0.64 acre tract as described by deed recorded in Volume 311, Page 27 of the Deed Records of Brazos County, Texas;

Thence S 58° 57' 02" W – 30.31 feet along the line between the said Newsco addition and the said Union Pacific Railroad tract to a concrete right-of-way marker found in the northeast right-of-way line of Harvey Mitchell Parkway (F.M. 2818) at the most westerly corner of this tract;

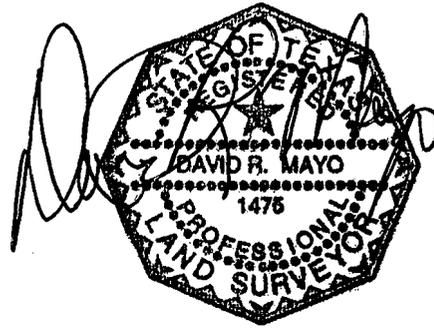
Thence along said right-of-way line as follows;

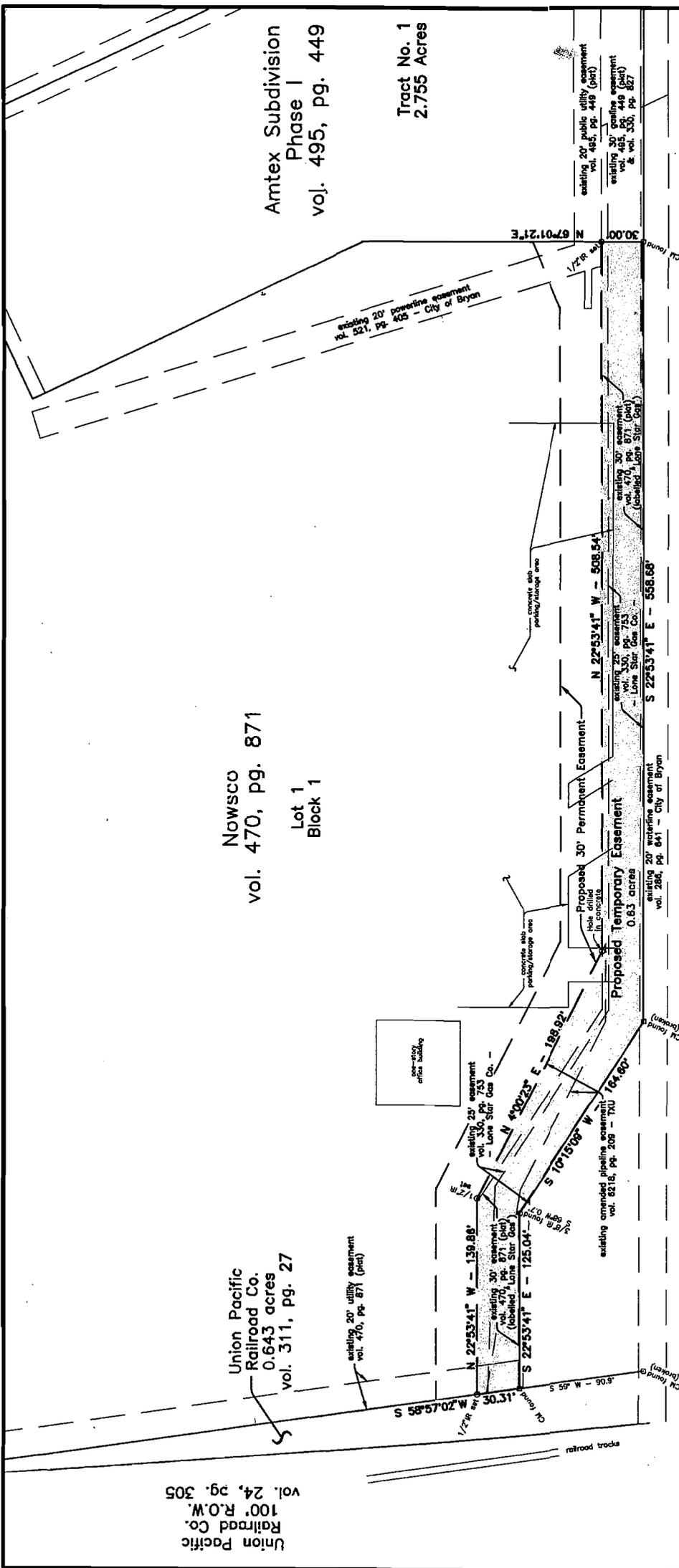
S 22° 53' 41" E – 125.04 feet to an angle point from which a 3/8" iron rod was found S 68° W - 0.7';

S 10° 15' 09" W – 164.60 feet to a concrete right-of-way marker at an angle point

S 22° 53' 41" E – 558.68 feet along said right-of-way line to the Point of Beginning and containing 0.63 acres of land more or less.

Bearings are TX State Plane, central zone, NAD-83 datum, based on City of College Station monument no. 107 and GPS observations. See survey plat prepared with this written description.





Union Pacific Railroad Co.
100' R.O.W.
vol. 24, pg. 305

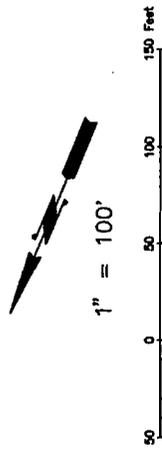
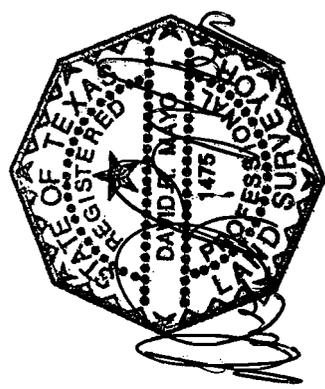
Union Pacific Railroad Co.
0.643 acres
vol. 311, pg. 27

NowSCO
vol. 470, pg. 871
Lot 1
Block 1

Amtex Subdivision
Phase I
vol. 495, pg. 449

Tract No. 1
2.755 Acres

Harvey Mitchell Parkway
(F.M. 2818)



Notes:
All existing utilities and easements are not shown on this plat.
"1/2\"/>

JOE ORR, INC.
SURVEYING & ENGINEERING
COLLEGE STATION, TX 77845
(979) 892-3378

PROPOSED TEMP. EASEMENT - REVISED

NOWSCO TRACT
S.F. AUSTIN LEAGUE No. 9
BRYAN, TEXAS

DATE: 10/20/06
DRAWN BY: D.R.M.
CHECKED: [Signature]
DATE: 11/20/06
SCALE: AS SHOWN

**July 27, 2006
Regular Agenda
Greensworld Rezoning Request**

To: Glenn Brown, City Manager

From: Lance Simms, Acting Director of Planning & Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance rezoning 3.16 acres located at 1005 Earl Rudder Freeway South from C-2 (Commercial Industrial) to C-1 (General Commercial).

Recommendation(s): The Planning and Zoning Commission unanimously voted to recommend approval of the rezoning request at their regular meeting on 6 July 2006. Staff also recommends approval of the rezoning request.

Summary: The property owner is requesting the C-1 (General Commercial) zoning district for the development of two restaurants. The existing C-2 (Commercial Industrial) zoning district does not allow for restaurants.

The Comprehensive Plan shows the subject property and the surrounding area as Retail Regional. The property to the north is zoned C-2 (Commercial Industrial) and is developed as Douglass Nissan. The property to the east is zoned A-O (Agricultural Open) and undeveloped. The property to the south is zoned C-1 (General Commercial) and is currently undeveloped. The subject property will have access via the frontage road off of State Highway 6 that runs along the west side of the property. State Highway 6 is considered a Freeway on the City's thoroughfare Plan.

The rezoning request is in compliance with the City's Comprehensive Plan.

Budget & Financial Summary: N/A

Attachments:

1. Small Area Map (SAM) and Aerial Map
2. Item Background
3. Infrastructure and Facilities
4. Ordinance



DEVELOPMENT REVIEW

GREENSWORLD PH 1 LOTS 1-3

Case:
06-500118

REZONING

ITEM BACKGROUND: The subject property was annexed into the City of College Station in August of 1958 and was platted in August of 1992.

INFRASTRUCTURE AND FACILITIES

Water: There is an existing 18-inch waterline along the SH6 frontage road. Any extension of the public water system is required to meet City guidelines. A Water Report is required for the subdivision at time of platting and/or Site Development to ensure compliance.

Sewer: There is a 21-inch sanitary sewer line along the rear of the property. Any extension of the public sewer system is required to meet City guidelines.

Streets: This parcel fronts on State Highway 6 frontage road, a freeway/expressway on the City's Thoroughfare Plan.

Off-site Easements: None are known to be required at this time.

Drainage: Drainage is to the east towards Carter's Creek.

Floodplain: A Letter of Map Revision (LOMR) has been submitted to FEMA to remove the property from the floodplain based on previous fill placed on the property.

Oversize request: None has been requested at this time.

Impact Fees: None

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES AS DESCRIBED BELOW; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

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

PART 2: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 34 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 27th day of July, 2006.

APPROVED:

RON SILVIA, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:

City Attorney

ORDINANCE NO. _____

Page 2

EXHIBIT "A"

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

The following property is rezoned from C-2 Commercial Industrial to C-1 General Commercial:

All that certain lot, tract or parcel of land being 3.16 acres situated in the RICHARD CARTER LEAGUE, Abstract No. 8, Brazos County, Texas, and being a part of Lot 1, Block 1, and all of Lots 2 and 3, Block 1, Greensworld Subdivision, Phase 1 as recorded in Volume 1292, Page 209, Deed/Official Records of Brazos County, Texas, same being a part of that certain Called 34.13 acre tract as described in Partial Release of Lien executed by DAVIS AND SCARMARDO CONSTRUCTION CO. of record in Volume 1082, Page 337, Official Records of Brazos County, Texas, said 3.16 of one acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron Rod found in the northeast right-of-way line of State Highway 6 for the most westerly corner, said corner being the most westerly corner of said Lot 3, Block 1, said corner also being the most southerly corner of Lot 1, Greensworld Phase 2 as recorded in Volume 2478, Page 255 ;

THENCE N 76 ° 45 ' 08 " E, along the northwest line of said Lots 3 and 1 respectively, a distance of 472.86 feet to a 1/2" Iron Rod with Cap set for the most northerly corner, a 1/2" Iron Rod found for the most northerly corner of said Lot 3 bears S 76 ° 45 ' 08 " W a distance of 43.20 feet;

THENCE S 33 ° 04 ' 15 " E, a distance of 156.96 feet to a 1/2" Iron Rod with Cap set for angle point;

THENCE S 48 ° 37 ' 57 " E, a distance of 142.52 feet to a 1/2" Iron Rod with Cap set for the most easterly corner, said corner being located in the southeast line of said Lot 1, Block 1, an angle point in said Lot 1, Block 1 bears N 76 ° 11 ' 24 " E a distance of 237.83 feet;

THENCE S 76 ° 11 ' 24 " W, along the southeast line of said Lot 1, Block 1 a distance of 566.54 feet to a 1/2" Iron Rod found in the northeast right-of-way line of said State Highway 6 for the most southerly corner, said corner being a south corner of said Lot 1;

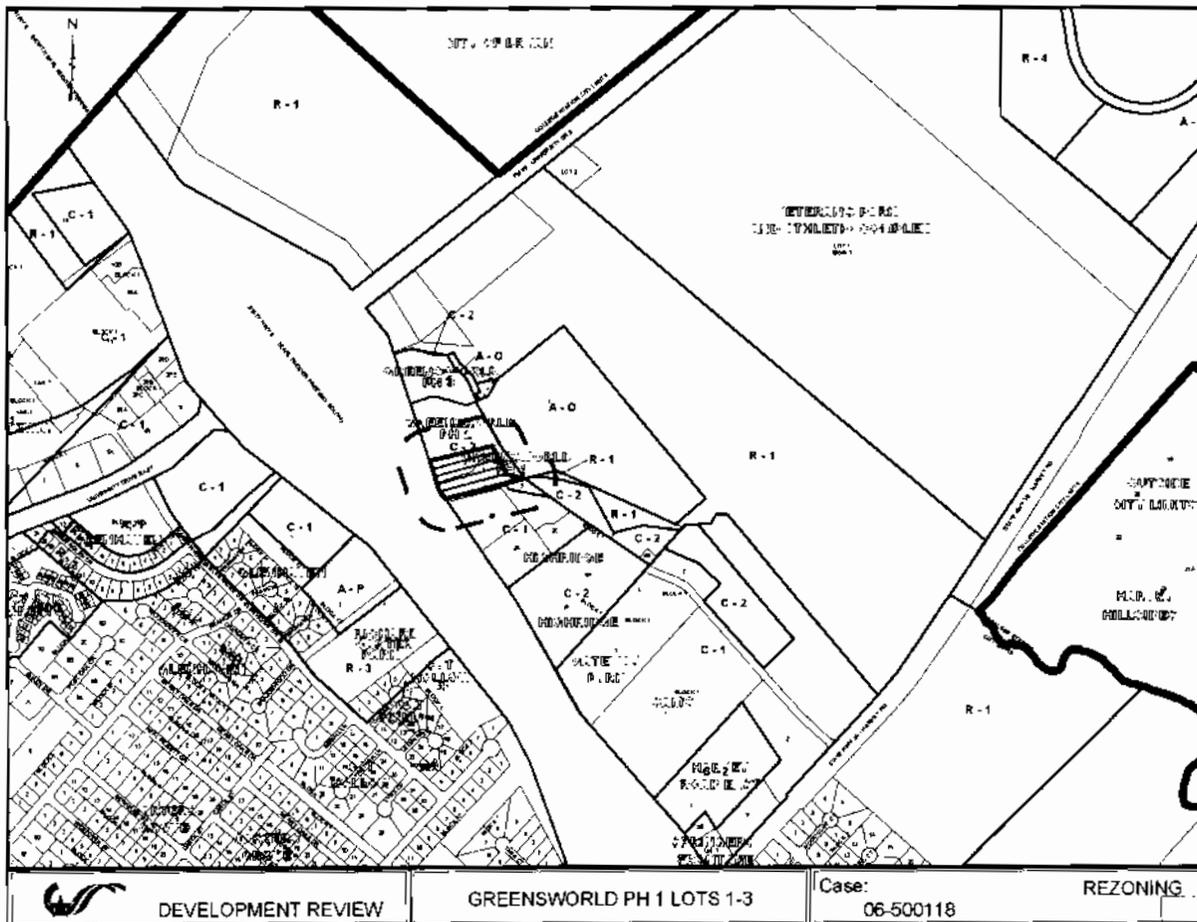
THENCE N 36 ° 16 ' 43 " W, along the northeast right-of-way line of said State Highway 6 a distance of 60.00 feet to a 1/2" Iron Rod found for angle point, said corner being the most westerly corner of said Lot 1, Block 1 and also being the most southerly corner of said Lot 2, Block 1;

THENCE N 18 ° 13 ' 02 " W, continuing along the northeast right-of-way line of said State Highway 6 with the southwest line of said Lots 2 and 3 respectively, a distance of 215.00 feet to the PLACE OF BEGINNING containing 137,811 square feet or 3.16 acres of land more or less, according to a survey performed during December 2005, under the supervision of H. Curtis Strong, registered Professional Land Surveyor No. 4961. North Orientation is based on rotating the northwest line to plat calls in Volume 1292, Page 209.

ORDINANCE NO. _____

Page 3

EXHIBIT "B"



**July 27, 2006
Regular Agenda
Conditional Use Permit for Fast Eddie's**

To: Glenn Brown, City Manager

From: Lance Simms, Acting Director of Planning & Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance authorizing a Conditional Use Permit for a nightclub located at 700 University Drive East, Suite 101, generally located at the southeast corner of the University Drive East and Tarrow Street intersection.

Recommendation(s): The Planning & Zoning Commission voted unanimously to recommend approval of the Condition Use Permit at their regular meeting on 6 July 2006. Staff also recommends approval.

Summary: The applicant is requesting a Conditional Use Permit in order to open a billiards venue and sports tavern in a 9,500 square foot vacant lease space in the Village Shopping Center on University Drive, which has 80,080 square feet of lease space. Approximately 75% of the floor space will be used for billiards. The remainder of the floor space will be utilized for bar seating and sports viewing. The proposed hours of operation are 11:00 a.m. to 2:00 a.m., Monday through Friday, and 12:00 p.m. to 2:00 a.m., Saturday and Sunday. The total allowed occupancy depends on the floor plan for the billiards venue, but the applicant anticipates the peak maximum not to exceed 200 persons, including an expected employment of 10 people.

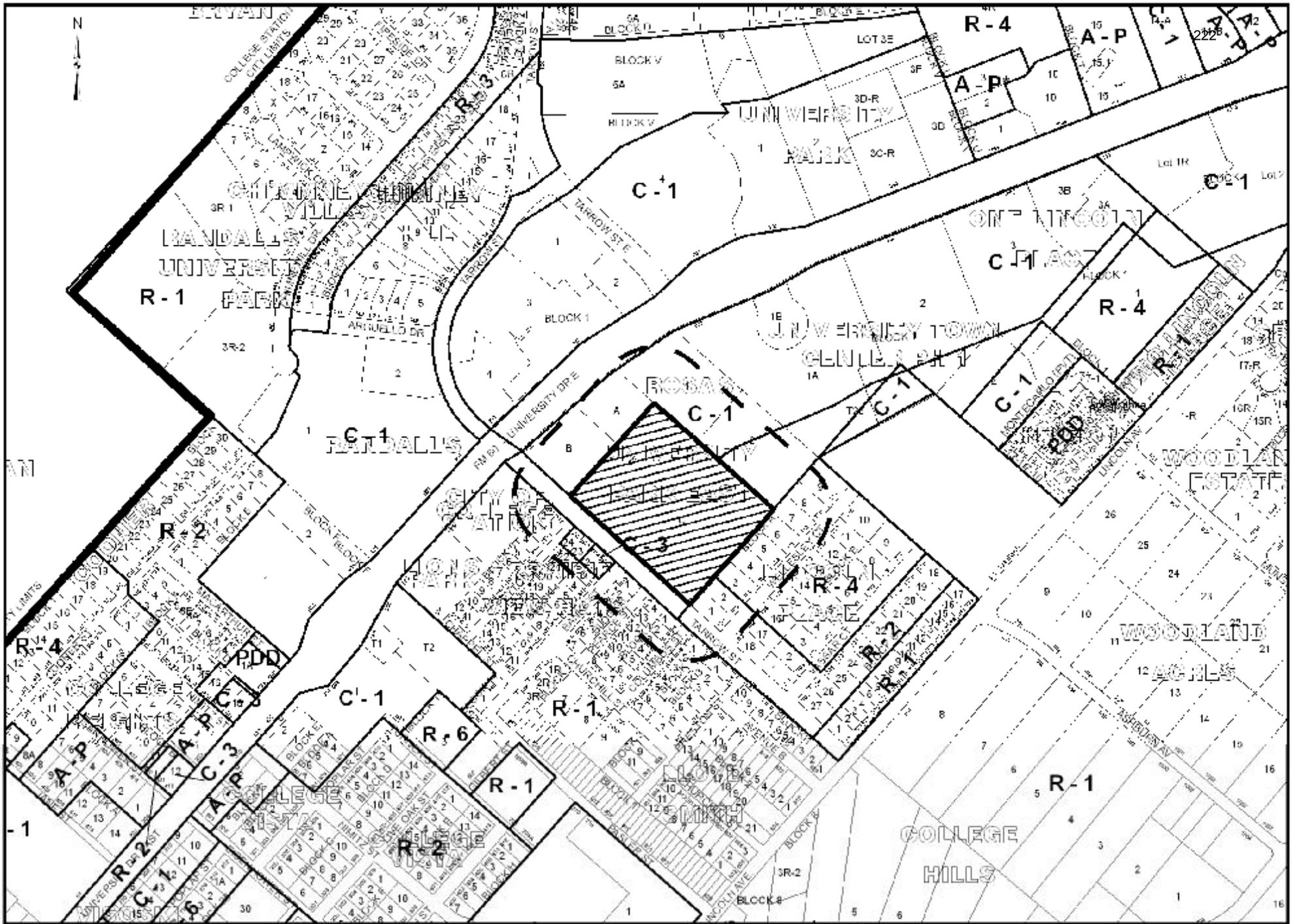
The Village Shopping Center currently has 370 parking spaces for this site. If the shopping center were to develop under the parking requirements of the current Unified Development Ordinance, 320 parking spaces would be required, an excess of 50 spaces. Additionally, shopping centers are permitted to have a maximum of 25% of intense uses, including restaurants, coffee shops, and nightclubs. Currently, there are no other intense uses in this shopping center. With this venue, there would be 12% of the total lease space designated as an intense use.

The Texas Alcoholic Beverage Commission regulates the sales of alcoholic beverages near schools, churches and hospitals. Sales are prohibited within 300' of a church, public or private school, or public hospital. The lease space is within 500' to the nearest single family residence, approximately one-half mile from College Hills Elementary and one-mile from Scott & White Clinic.

Budget & Financial Summary: NA

Attachments:

1. Small Area Map
2. Aerial Map
3. Item Background and Staff Analysis
4. Ordinance



DEVELOPMENT REVIEW

FAST EDDIES

Case:
06-500113

CUP



DEVELOPMENT REVIEW

FAST EDDIES

Case:
06-500113

CUP



Item Background & Staff Analysis

Item Background: The subject property was annexed in 1956 and has been zoned C-1 General Commercial prior to 1977. The property was rezoned in 1992 from C-1 General Commercial to C-B Business Commercial, but with the adoption of the Unified Development Ordinance in 2003 C-B Business Commercial and C-1 General Commercial were combined into C-1 General Commercial. The property was platted in 1983.

Recent development activity in the vicinity includes the development of University Town Center and Rosa's Cafe to the east. Abuelos's Mexican Restaurant is the first of 5 restaurants to complete construction and Boston Pizza is currently under construction. Future phases of commercial uses for University Town Center are expected to begin development in the coming months.

Comprehensive Plan Considerations: The Land Use Plan designates this area as Retail Regional. University Drive is a major arterial and Tarrow Street is a major collector on the City's Thoroughfare Plan. The subject property is zoned C-1 General Commercial and is bounded by C-1 General Commercial to the north and east, R-4 Multi-Family and R-1 Single Family Residential to the south, and R-1 Single Family Residential and C-3 Light Commercial to the west.

Staff Analysis: Section 3.13 of the Unified Development Ordinance authorizes the existence of conditional uses. The Planning and Zoning Commission may recommend to the City Council to approve an application for a conditional use permit where it reasonably determines that there will be no significant negative impact upon residents of surrounding property or upon the general public.

The City Council may permit a conditional use subject to appropriate conditions and safeguards, when after public notice and hearing the Council finds that: *(Staff comments are in italics)*

1. "The proposed use meets all the minimum standards established in the ordinance for the type of use proposed." *Staff conducted a technical review and found general compliance with development regulations with the exception of the items listed below in the staff recommendation.*
2. "That the proposed use meets the purpose and intent of the ordinance and is in harmony with the development policies and goals and objectives as embodied in the Comprehensive Plan for Development of the City." *The request is in compliance with the Comprehensive Plan.*
3. "That the proposed use will not be detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants, nor be substantially or permanently injurious to neighboring property." *The public hearing is an opportunity for the Commission to measure the potential impact on surrounding land uses.*

The City Council may impose additional reasonable restrictions or conditions to carry out the spirit and intent of the Unified Development Ordinance and to mitigate adverse effects of the proposed use. These requirements may include, but are not limited to, increased open space, loading and parking requirements, additional landscaping, and additional improvements such as curbing, sidewalks and screening.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE", SECTION 3.13, "DEVELOPMENT REVIEW PROCEDURES, CONDITIONAL USE PERMIT", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES AS DESCRIBED BELOW; DECLARING A PENALTY, AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 12, "Unified Development Ordinance", Section 3.13, "Development Review Procedures, Conditional Use Permit", 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 any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 34 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 27th day of July, 2006.

ATTEST:

APPROVED:

Connie Hooks, City Secretary

RON SILVIA, MAYOR

APPROVED:

City Attorney

ORDINANCE NO. _____

PAGE 2 OF 3

EXHIBIT "A"

That the Official Zoning Map of the City of College Station, Section 3.13, "Development Review Procedures, Conditional Use Permit", of Chapter 12, "Unified Development Ordinance", is hereby amended as follows:

That a Conditional Use Permit is hereby granted for a nightclub as provided for in Chapter 12, "Unified Development Ordinance", Section 3.13, "Development Review Procedures, Conditional Use Permit", of the Code of Ordinances of the City of College Station. The property located at 700 University Drive, Suite 101A is granted a Conditional Use Permit for a night club, as graphically shown on Exhibit "B".

**July 27, 2006
Regular Agenda
Southern Trace Rezoning**

To: Glenn Brown, City Manager

From: Lance Simms, Acting Director of Planning & Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance rezoning 14.31 acres located at FM 2154 in the general vicinity of the intersection of Barron Road and SH 40, from A-O (Agricultural Open) to R-1 (Single Family Residential).

Recommendation(s): The Planning & Zoning Commission unanimously recommended approval of the rezoning request with the condition that the property provide a 20 foot buffer for the A-O zoning district to the south. Staff also recommends approval.

Summary: The applicant is requesting a rezoning in preparation of the development of a residential subdivision on this property. The subject property is surrounded by R-1 (Single Family Residential) to the north, A-O (Agricultural Open) to the south, Wellborn Road to the west, and State Highway 40 to the east.

The Land Use Plan designates this area as Single Family Residential, Medium Density. The property has frontage on FM 2154, a major arterial, and State Highway 40, a freeway on the City's Thoroughfare Plan. This rezoning is in compliance with the Comprehensive Plan.

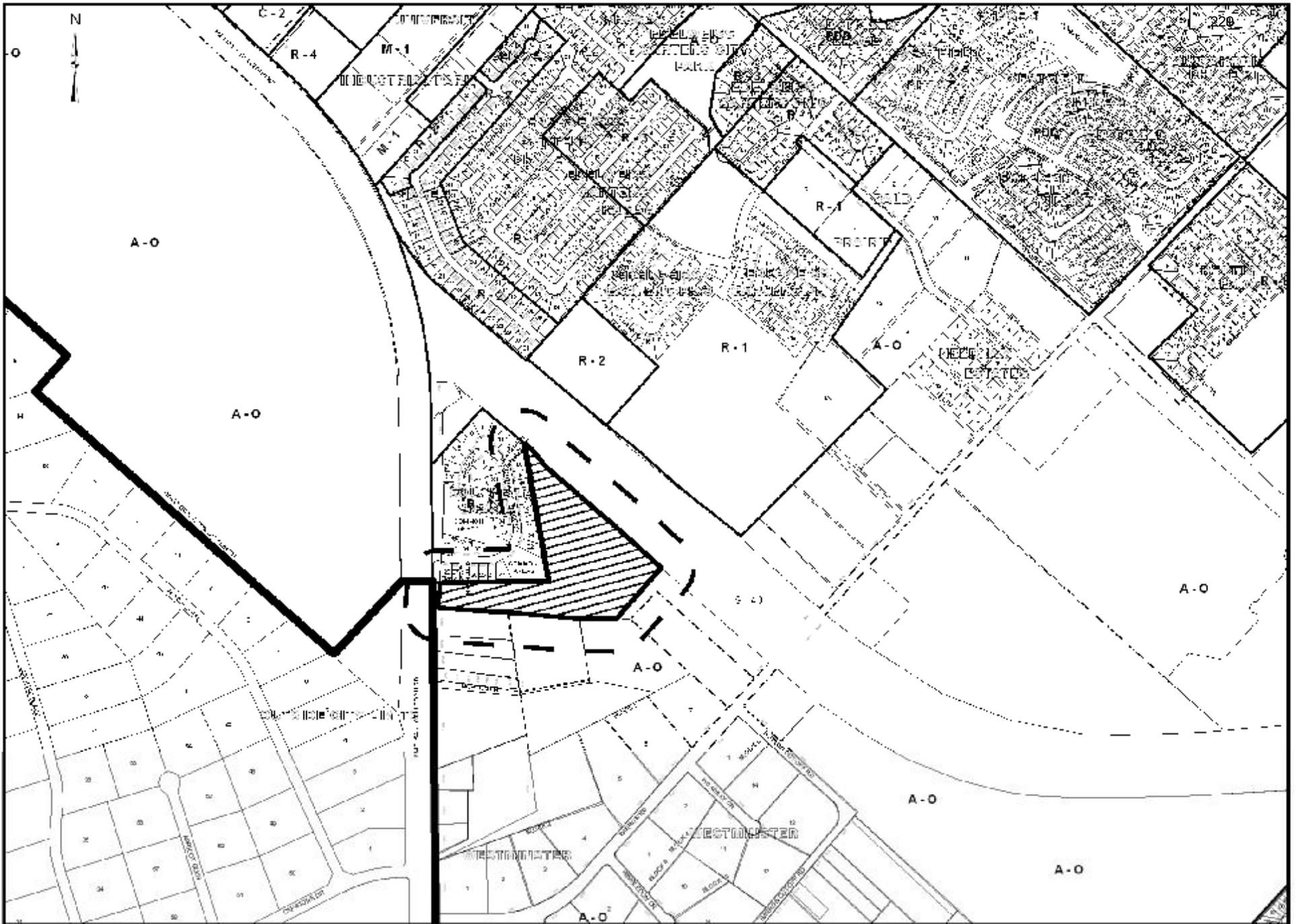
The property is surrounded by large lot agricultural, single family development, and vacant property to the south, and Southern Trace subdivision to the north. The entire area is designated as Single Family Residential, Medium Density on the Land Use Plan.

Item Background: The subject property was annexed in 1995 and was subsequently rezoned A-O, Agricultural Open. The property is not platted. Recent development activity in the vicinity includes Phase 1 of Southern Trace Subdivision to the north, and Edelweiss Gartens Phase 6-12 located east across State Highway 40.

Budget & Financial Summary: None

Attachments:

1. Small Area Map (SAM) and Aerial
2. Infrastructure and Facilities
3. Zoning Fact Sheet, R-1, Single Family Residential
4. Ordinance



DEVELOPMENT REVIEW

SOUTHERN TRACE PH 2

Case:
06-500114

REZONING



DEVELOPMENT REVIEW

SOUTHERN TRACE PH 2

Case:
06-500114

REZONING

ATTACHMENT 5

INFRASTRUCTURE AND FACILITIES

Water: The subject property is supported by both an 8-in and a 12-in water main from the north. The Master Utility Plan illustrates a 12-in water main to be extended along Wellborn Road.

Sewer: The subject property is supported by two 8-in sanitary sewer mains from the north. The Master Utility Plan illustrates a 6-in sanitary sewer main to be extended thru the property toward the south.

Streets: The subject property will take access off the extension of the existing residential street, Southern Way Dr. Since this development is surrounded by two TxDOT ROW (Wellborn Road and SH 40), any connections off these ROW would require TxDOT approval.

Off-site Easements: None known at this time.

Drainage: The subject property is located in the Lick Creek Drainage Basin.

Flood Plain: None.

Oversize request: None known at this time.

Impact Fees: None.

UNIFIED DEVELOPMENT ORDINANCE FACT SHEET

R-1 Single-Family Residential

This district includes lands planned for single-family residential purposes and accessory uses. This district is designed to accommodate sufficient, suitable residential neighborhoods, protected and/or buffered from incompatible uses, and provided with necessary and adequate facilities and services.

Permitted Uses:

- Single-family Detached
- Educational Facility, Primary & Secondary
- Parks
- Country Club
- Wireless Telecommunication Facility -Unregulated

Permitted with Specific Use Standards:

- Government Facilities
- Places of Worship
- Sexually Oriented Business
- Utility

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES AS DESCRIBED BELOW; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

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

PART 2: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 34 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 27th day of July, 2006.

APPROVED:

RON SILVIA, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:

City Attorney *Harry Cargill*

ORDINANCE NO. _____

Page 2

EXHIBIT "A"

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

The following property is rezoned from A-O, Agricultural Open to R-1, Single Family with the condition that 20 feet of existing natural vegetated buffer be maintained between the subject property and all properties zoned A-O, Agricultural Open to the south. Where no existing vegetation exists, buffer plantings as set out in Article 7.6 Buffers of the Unified Development Ordinance must be maintained:

ORDINANCE NO. _____

Page 3

FIELD NOTES
SOUTHERN TRACE SUBDIVISION, PHASE 2
PROPOSED R-1 ZONING DISTRICT
14.31 Acres

Being all that certain tract or parcel of land lying and being situated in the ROBERT STEVENSON SURVEY, Abstract No. 54 in College Station, Brazos County, Texas and being all of the called 14.31 acres of land conveyed to MWM, L.P. by deed recorded in Volume 6503, Page 247 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at the southwest corner of the 1.08 acre State of Texas Transportation Commission tract as recorded in Volume 6589, Page 160 (O.R.B.C.), said corner also marking the lower northwest corner of the called 14.31 acre tract and being in the east right-of-way line of Farm-to-Market Road No. 2154 (Wellborn Road, based on a 100' right-of-way);

THENCE: S 86° 04' 47" E, at 39.84 feet pass the southeast corner of said 1.08 acre tract, said corner also being the southwest corner of the SOUTHERN TRACE Subdivision as amended in Volume 7289, Page 243, continue for a total distance of 754.61 feet to the southeast corner of said subdivision and an internal-ell corner of the beforementioned 14.31 acre tract;

THENCE: N 06° 15' 33" W along the line common to the said subdivision and the said 14.31 acre tract for a distance of 901.50 feet for corner, said corner also being in the southwest margin of State Highway No. 40 right-of-way (width varies);

THENCE: along the southwest margin of said State Highway No. 40 right-of-way for the following five (5) calls:

- 1) S 48° 20' 35" E for a distance of 73.91 feet,
- 2) S 34° 10' 14" E for a distance of 133.83 feet,
- 3) S 45° 28' 50" E for a distance of 656.17 feet,
- 4) S 43° 45' 44" E for a distance of 328.23 feet and
- 5) S 39° 46' 12" E for a distance of 9.46 feet for the most easterly corner of this tract;

THENCE: S 45° 33' 57" W along the southeast line of the said 14.31 acre tract for a distance of 437.65 feet for corner, said corner also being in the northeast line of the called 5.0 acre Rodney W. Bovey tract described in Volume 279, Page 554 of the Brazos County Deed Records (B.C.D.R.);

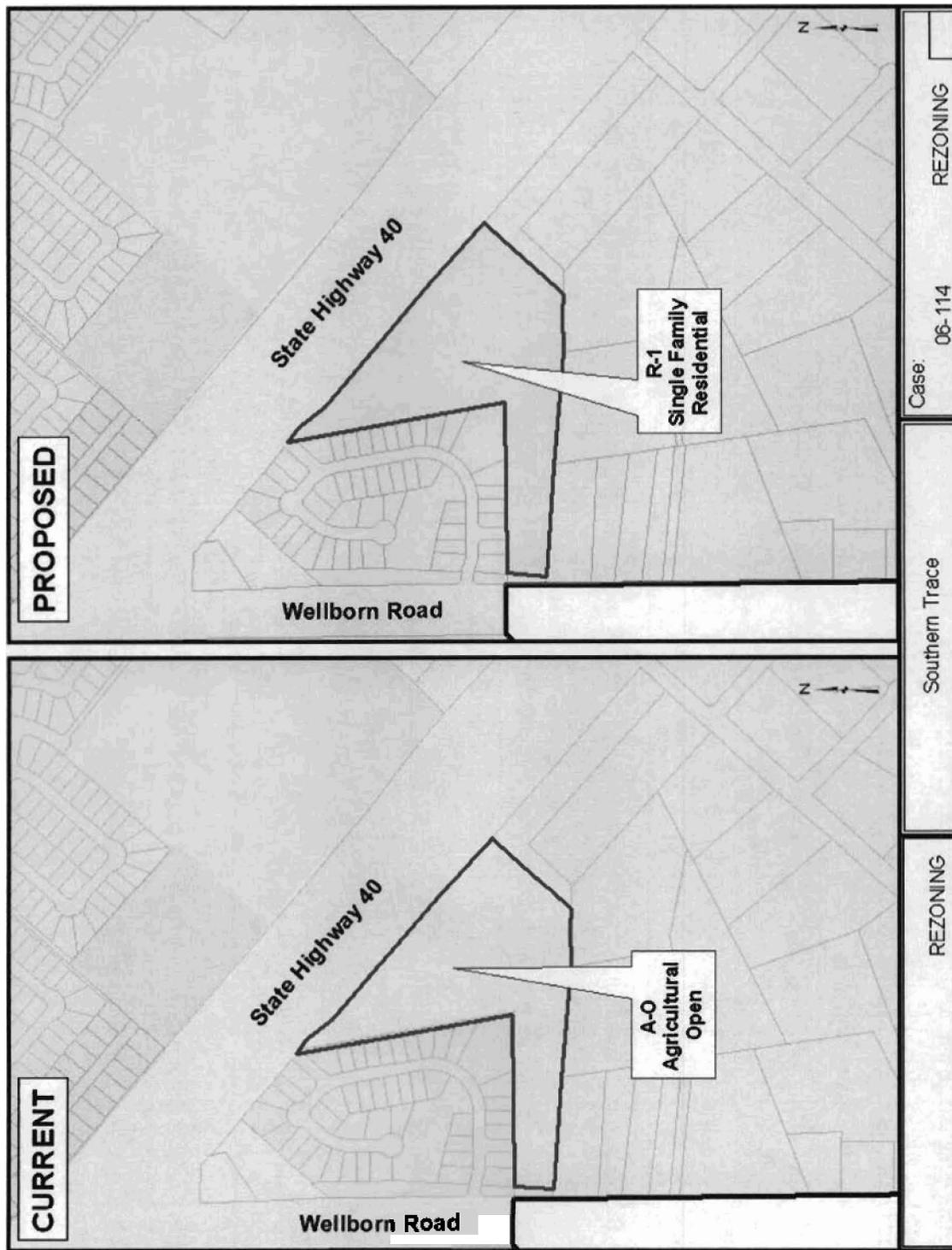
THENCE: N 82° 16' 42" W along the common line of this 14.31 acre tract and the following three (3) tracts (lying to the south): Bovey 5.0 acre tract (279/554), the Christopher A. Dale et ux 4.819 acre tract (3494/73 and 3498/295) and the William B. Gregory, Jr. 2 acre tract (567/475) for a distance of 1193.65 feet for corner, said corner also being in the beforementioned east right-of-way line of Farm-to-Market Road No. 2154;

THENCE: N 03° 15' 45" E for a distance of 166.00 feet to the POINT OF BEGINNING and containing 14.31 acres of land, more or less.

ORDINANCE NO. _____

Page 4

EXHIBIT "B"



**July 27, 2006
Workshop Agenda
Proposed Strategic Plan**

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion on the proposed 2006-2007 Strategic Plan.

Recommendation(s): Staff recommends Council provide any feedback desired on the proposed strategic plan.

Summary: The City Council held a strategic planning retreat on June 29 and 30. At that time the City Council made revisions to the strategic plan and identified priorities for the next year. Those revisions have been incorporated into a draft strategic plan for the City Council to consider.

Budget & Financial Summary: The strategic plan priorities will be reflected in the proposed budget.

Attachments: The draft strategic plan will be given to Council prior to the meeting.

Date 7/27/06
Regular Session Agenda
Fire Extinguishing and Notification Systems Permits

To: Glenn Brown, City Manager

From: Robert Alley, Fire Chief

Agenda Caption: Presentation, possible action, and discussion regarding the adoption of an ordinance requiring plan review and issuance of a permit before installation of Fire Extinguishing and Notification Systems.

Recommendation(s): Staff recommends City Council adopt this ordinance to improve the development process. Staff has contacted the Fire Alarm, Fire Sprinkler and Hood System Contractors that work in this area about this ordinance change. All comments received on this ordinance change were positive.

Summary: Adoption of this Fire Extinguishing and Notification System ordinance will require contractors to submit construction plans for Fire Extinguishing Systems and Notification Systems, to the Fire Marshal's Office for review and permitting prior to installation of the systems. This process will allow installation errors to be identified while still in the plans format thereby eliminating costly changes in the field. The Fire Marshal's Office will review the submitted plans within 7 business days and issue a permit at no fee to the contractor.

Budget & Financial Summary: No new costs associated with this ordinance.

Attachments:

1. Fire Extinguishing and Notification Systems Ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 6, "FIRE PROTECTION", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 6, "Fire Protection", of the Code of Ordinances of the City of College Station, Texas, be as set out in Exhibit "A," attached hereto and made part of this ordinance for all practical purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2000.00). 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 34 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2006.

APPROVED:

RON SILVIA, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

That Chapter 6, "Fire Protection", Section 1 "Fire Prevention Code, Subsection (B) "Amendments to the International Fire Code" of the Code of Ordinances of the City of College Station, is hereby amended by adding paragraph (39), as set out hereafter to read as follows:

(39) Section 901.2 (Construction documents) is amended by deleting this section in its entirety and replacing with the following:

Section 901.2 Permits Required for Installation or Modification of Fire Extinguishing and Notification Systems

- (1) After a building permit is issued, but in all events, before work begins on any new or existing fire sprinkler system, fire suppression system, occupancy notification system, standpipe system, hood system or alarm system two sets of plans must be submitted to and approved by the Fire Marshal or designee. Such plans will be reviewed within seven business days after filing. Upon approval a permit will be issued.
- (2) If plans do not comply with provisions of the International Fire Code, the Fire Marshal or his designee shall return the plans to the applicant to be re-filed. The applicant shall then re-submit the plans and such plans will be reviewed within seven business days after receipt. Upon approval a permit will be issued.
- (3) If work is performed before a permit is issued the Fire Marshal or his designee may issue a stop work order mandating that all work shall cease on the system in question until permit requirements are met.

July 27, 2006
Regular Agenda
Proposed Bryan-College Station Youth Commission Update

To: Glenn Brown, City Manager

From: Olivia Burnside, Chief Information Officer

Agenda Caption: Presentation, possible action, and discussion regarding the research and development of a proposed Bryan-College Station Youth Commission.

Recommendation(s): Approval of report regarding a proposed Bryan-College Station Youth Commission

Summary: After a series of meetings and research regarding the establishment of a Bryan-College Station Youth Commission, the steering committee working on this project is recommending a year-long planning(*August '06 to August '07*), promotion and implementation process. This is being recommended to assure that the youth have adequate time to learn about the program, take ownership and become willing to be instrumental in its implementation and success.

If the project recommendations are accepted by the City Councils of both College Station and Bryan, a resolution will be prepared to come back to the councils for approval at a later date.

Budget & Financial Summary: No financial commitment recommended at this time.

Attachments:

Report of Recommendations

History

Problem as presented to Council Workshop April 27, 2006 by Mays Business Student Corey Nichols

- Many teens do not feel that they have the opportunity to get involved in their community.
- The opportunities are there, however many students might not know how to get involved.
- Most teens don't realize what a vital part of the community they are and how many of the decisions made within the city government truly pertain to them.

Recommendation of Mays Business School presenter

- Youth Commission should be implemented that would allow students in B/CS to...
 - Voice their opinions on issues concerning them
 - Take a more active and involved role within their community
 - Learn how a city government functions and become more civic minded
 - "Meet the needs of the students" and give them "hands on" experience.

Recommendation is for a **Council Appointed Commission Format.**

Community Research Team

- *Ronnie Jackson, City of Bryan*
- *Peggy Calliham, City of College Station*
- *Mike Mullen, City of College Station*
- *Becky Davis, United Way Youth Cabinet*
- *Youth from both Bryan and College Station representing Teen Court and United Way Youth Cabinet*

Pro

- No minimum age restriction as in committee membership
- Greater voice for participants when in a group of peers
- A group would involve more youth from the community
- Close relationship to Councils - It would have the blessing of council but would also have a requirement to report back at least annually.

Con

- Requires staff liaison
- Could be viewed as just a venue to look for problems that may not exist
- This format is the preferred one but only after sufficient time for planning and building.

Other possible formats considered

- Youth appointments to positions on present city boards.
- Neighborhood association format.

Recommended time frame

July/August 2006

- City Council workshop presentations in Bryan and College Station respectively.
- Pending Council direction, a resolution could be finalized and put on a future agenda for a vote.
- Planning till the end of the year

January 2007 until August 2007

- Continue the development process with recruiting in Spring.
- Present a list of qualified applicants to Councils for approval

September 2007

- Youth Commission in place

Process

- Formation of a steering committee of youth and adults to begin the process of planning
- Work from January 2007 until August 2007 at which time there would either be sufficient youth involvement and city support to create a full blown Youth Commission or it would die a natural death "in committee".

No funding is recommended at this time.