



**Mayor**  
Ben White  
**Mayor Pro Tem**  
Ron Gay  
**City Manager**  
Glenn Brown

**Councilmembers**  
John Crompton  
James Massey  
Lynn McIlhaney  
Chris Scotti  
David Ruesink

**Agenda**  
**College Station City Council**  
**Regular Meeting**  
**Thursday, April 10, 2008 at 7:00 PM**  
**City Hall Council Chamber, 1101 Texas Avenue**  
**College Station, Texas**

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

Hear Visitors: A citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 6:30 pm. Please limit remarks to three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining to conclude your remarks. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager.

ON BEHALF OF THE CITIZENS OF COLLEGE STATION, HOME OF TEXAS A&M UNIVERSITY, WE WILL CONTINUE TO PROMOTE AND ADVANCE THE COMMUNITY'S QUALITY OF LIFE.

**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 state their name and address for the record and allowed three minutes. A timer will sound at 2 1/2 minutes to signal thirty seconds remaining for remarks.

2. Presentation, possible action and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.
  - a. Presentation, possible action, and discussion of minutes for City Council workshop and regular meetings, March 27, 2008.
  - b. Presentation, possible action, and discussion regarding annual renewal of software maintenance with Sungard Public Sector, Inc. in the amount of \$141,180.00.

c. Presentation, possible action, and discussion regarding ratification of Change Order #1 to contract 08-098 with Joe Orr, Inc. in the amount of \$18,200.00 to perform survey work associated with the recent annexation.

d. Presentation, possible action, and discussion on approval of 2008 contracts for employee insurance with Caremark, Deer Oaks EAP, The Standard Insurance Company, Minnesota Life, and Blue Cross Blue Shield for the health plan and reinsurance (stop loss).

e. Presentation, discussion and possible action authorizing the payment of Retention and Expansion and Payroll Grants in a total amount of \$45,000 to Reynolds and Reynolds, Inc.

f. Presentation, discussion and possible action on a resolution approving a modification and extension of the Note for the loan of HOME Investment Partnership (HOME) Program funds for the Santour Court Housing Tax Credit development; and authorization for the Mayor to sign the resolution.

g. Presentation, possible action, and discussion regarding a resolution approving a construction contract, including Alternate "A", with Brazos Valley Services in the amount of \$1,065,521.45 for the Church Avenue Phase II project.

h. Presentation, possible action, and discussion on a Resolution of the City Council of College Station, Texas, approving an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) to install, as part of the Wellborn Road widening project, landscape and hardscape improvements on Wellborn Road (F.M. 2154) from 0.36 miles south of F.M. 2818 to 0.6 miles south of S.H. 40 in an amount not to exceed \$92,984.00.

i. Presentation, possible action, and discussion on a resolution to award construction contract #08-147 for \$349,000 to Elliot Construction for installation of new water and wastewater service connection taps.

j. Presentation, possible action and discussion regarding approval of an annual price agreement with Vulcan Materials Company in an amount not to exceed \$217,500 for cover stone, trap rock for the maintenance of streets.

k. Presentation, possible action, and discussion on the award of Bid#08-48 for the installation of roadway traffic signs and post. These traffic signs and material are essential in guiding, warning and regulating vehicular and bicycle traffic throughout the City.

l. Presentation, possible action, and discussion regarding renewal of the annual purchase agreement for janitorial services in an amount not to exceed \$200,143.94.

m. Presentation, possible action and discussion of appointment of citizens to serve as election officials in the May 10, 2008 General and Special Election.

### **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 will sound at 2 1/2 minutes to signal thirty seconds remaining for 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 at 2 1/2 minutes to signal thirty seconds remaining to conclude remarks. After a public hearing is closed, there shall be no additional public comments. If Council needs additional information from the general public, some limited comments may be allowed at the discretion of the Mayor.

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

1. Presentation, public hearing, possible action and discussion on the Texas Avenue Streetscape project.
2. Presentation, possible action, and discussion regarding the update to the City of College Station's Comprehensive Plan.
3. Presentation, possible action, and discussion regarding College Station's Greenways Program including discussion of current practices and updating of the Greenways Plan.
4. Presentation, possible action and discussion on an update of the city's Red Light Camera Program.
5. Adjourn.

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

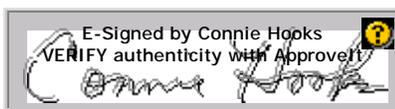
APPROVED:

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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, April 10, 2008 at 7:00 PM at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this 7th day of April, 2008 at 2:30 pm.



E-Signed by Connie Hooks  
VERIFY authenticity with ApproveIt

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](http://www.cstx.gov) . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on April 7, 2008 at 2:30 pm 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 \_\_\_\_\_, 2008.

By \_\_\_\_\_

Subscribed and sworn to before me on this the \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public – Brazos County, Texas      My commission expires: \_\_\_\_\_

The 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](http://www.cstx.gov) . Council meetings are broadcast live on Cable Access Channel 19.



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**City Manager**  
Glenn Brown

**Councilmembers**  
John Crompton  
James Massey  
Lynn McIlhaney  
Chris Scotti  
David Ruesink

**Draft Minutes**  
**City Council Workshop Meeting**  
**Thursday, March 27, 2008 3:00 p.m.**  
**City Hall Council Chambers, 1101 Texas Avenue**  
**College Station, Texas**

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**COUNCIL MEMBERS PRESENT:** Mayor White, Mayor Pro Tem Gay, Council members Crompton, Massey, McIlhaney, Scotti

**COUNCIL MEMBER ABSENT:** David Ruesink

**STAFF PRESENT:** City Manager Brown, City Attorney Cargill Jr., Deputy City Secretary McNutt, Management Team.

Mayor White called meeting to order at 3:00 p.m.

**Workshop Agenda Item No. 1 -- Presentation, possible action, and discussion on items listed on the consent agenda.**

No discussion needed.

**Workshop Agenda Item No. 2 -- Presentation, possible action, and discussion regarding neighborhood integrity items including code enforcement, city neighborhood University/student/property manager relationships, rental registration, permitted number of unrelated individuals, dense development standards, and neighborhood services.**

Bob Cowell, AICP, Director of Planning and Development Services presented an overview of the past neighborhood integrity issues and policy recommendations for addressing issues that will result in a strong and sustainable neighborhoods.

The overview involved the most recent community engagement efforts:

Neighborhood Planning, Home Ownership programs, Property Maintenance Code, Neighborhood Services, Neighborhood-focused Code Enforcement, Rental Registration, Model lease program, Dense Development Standards, Improved Data Collection, Reporting, and Analysis, TAMU Aggie land Solution, TAMU/City relationship and joint efforts, Neighborhood Outreach, Outcome, Output

and programmatic performance measures, Nuisance properties, Party host responsibilities,

***Four Strategies recommended by City Staff:***

- 1) Improve neighborhood problem-solving capacity
- 2) Orient services delivery toward neighborhoods and enhance enforcement tools
- 3) Educate Stakeholders
- 4) Provide additional enforcement tools.

***Details within the proposed strategies:*** Actions toward neighborhood planning, promoting homeownership, property maintenance code, neighborhood integrity, focus needed, code enforcement, addition resources, neighborhood associations, rental registration (key part of this program) (leases) need to look at development standards, data collection / analysis.

Aggie land Solution: Spirit and communication with the university and students, Code of conduct, training and education, performance measures (to know how we are doing) Nuisance properties, host responsibilities, mediation (informal)

Mayor White provided citizens the opportunity to speak on the topic of Neighborhood Integrity. Jerry Cooper, 602 Bell, stressed the importance of preserving neighborhood integrity by limiting number of unrelated individuals.

Conner Prochaska, 903 Welsh, deferred his time to Tyler Koch.

Tyler Koch, 505 Lansing, presented a proposal to the Council on Neighborhood Integrity:

- Tier One: Neighborhood Education, P2P
- Tier Two: University Involvement – An Educational Approach
- Tier Three: Rental Registration
- Tier Four: Host Responsibility Ordinance

Michael Luther, 614 Welsh Ave., opposed the current ordinance, urged Council to enforce number of unrelated individuals.

Derek Ferrell, 400 Marion Pugh, expressed his appreciation to the Council for the time to speak.

Mark Gold, 1402 Sunny Ct., supported the rental registration program and give the homeowners the opportunity to have choices within their neighborhood.

Kirk Hausman, 2605 Spicewood Ct., agreed with the existing ordinance.

John Riley Bryan, P.O. Box 5371, explained that although students are short term residents, a new ordinance would not resolve the issue of neighborhood integrity.

Landon Proctor, 2017 Colgate, disagreed with the proposed ordinance.

In summary, City Council members acknowledged that discussion on neighborhood integrity was an ongoing process. The Council did not make a decision to change the number of unrelated roommates allowed in a single family home. Council members said they'd like to solve neighborhood disputes with more effective communication efforts. The majority of the Council felt that the rental registration program may also resolve code violation concerns.

**Workshop Agenda Item No. 3 -- Presentation, possible action, and discussion regarding College Station's Greenways Program including discussion of current practices and updating of the Greenways Plan.**

Deferred item to April 10, 2008 Regular Meeting.

**Workshop Agenda Item No. 4 -- Presentation, possible action, and discussion regarding the update to the City of College Station's Comprehensive Plan.**

Deferred item to April 10, 2008 Regular Meeting.

**Workshop Agenda Item No. 5 -- Presentation and discussion on an update of the city's Red Light Camera Program.**

Deferred item to April 10, 2008 Regular Meeting.

**Workshop Agenda Item No. 6 -- Council Calendar**

Council reviewed the upcoming events.

**Workshop Agenda Item No. 7 -- 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.**

Council members did not submit items for future discussion.

**Workshop Agenda Item No. 8 -- Discussion, review and possible action regarding the following meetings: Arts Council Subcommittee of the Council, Audit Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Cemetery Committee, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Library Committee, Metropolitan Planning Organization, National League of Cities, 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, Texas Municipal League, Transportation Committee, Wolf Pen Creek Oversight Committee, Wolf Pen Creek TIF Board, Zoning Board of Adjustments**

Council member McIlhaney – Health Board.

Mayor Pro Tem Gay –Transportation Sub-Committee meeting.

Council member Massey – IGC meeting; transportation projects and working with BVCOG (pandemic flu) animal control – EOC.

**Workshop Agenda Item No. 9-- Executive Session will immediately follow the workshop meeting in the Administrative Conference Room.**

Mayor White announced in open session that the City Council would convene into executive session pursuant to 551.071 of the Open Meetings Act to seek advice from City Attorney.

**Workshop Agenda Item No. 10 – 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. Application with TCEQ in Westside/Highway 60 area, near Brushy Water Supply Corporation.
- b. 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.*
- c. Cause No. GN-502012, Travis County, *TMPA v. PUC* (College Station filed Intervention 7/6/05)
- d. Sewer CCN request.
- e. Legal aspects of Water Well and possible purchase of or lease of another water site.
- f. Civil Action No. H-04-3876, U.S. District Court, Southern District of Texas, Houston Division, *JK Development v. College Station.*
- g. Cause No. 06-002318-CV-272, 272<sup>nd</sup> Judicial District Court, Brazos County, Texas, *Taylor Kingsley v. City of College Station, Texas and Does 1 through 10, inclusive.*
- h. Cause No. 485-CC, County Court at Law No. 1, Brazos County, Texas, *City of College Station v. David Allen Weber, et al.*
- i. Bed & Banks Water Rights Discharge Permits for College Station and Bryan
- j. Cause No. 07-001241-CV-361, 361<sup>st</sup> Judicial District Court, Brazos County, Texas *Gregory A. & Agnes A. Ricks v. City of College Station*
- k. Water CCN request
- l. Legal issues and advice on Brazos Valley Solid Waste Management Agency Contract, on proposed Brazos Valley Wide Area Communication Contract, on proposed Common Use Contract, on proposed Franchise with City of Bryan for B.T.U. Electric, on proposed easement and pole use for College Station electric line and update on legal proceedings for Grimes County Landfill site and on contract for site acquisitions.

**Workshop Agenda Item No. 11 -- Action on executive session, or any workshop agenda item not completed or discussed in today's workshop meeting will be discussed in tonight's Regular Meeting if necessary.**

No formal action taken.

**Workshop Agenda Item No. 12 -- Adjourn.**

Refer to the regular meeting minutes for time of adjournment

APPROVED:

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Mayor Ben White

ATTEST

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City Secretary Connie Hooks

DRAFT



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**Draft Minutes**  
**City Council Regular Meeting**  
**Thursday, March 27, 2008 at 7:00 PM**  
**City Hall Council Chamber, 1101 Texas Avenue**  
**College Station, Texas**

**COUNCIL MEMBERS PRESENT:** Mayor White, Mayor Pro Tem Gay, Council members Crompton, Massey, Scotti, McIlhaney

**STAFF PRESENT:** City Manager Brown, City Attorney Cargill Jr., City Secretary Hooks, Deputy City Secretary McNutt, Management Team

**Regular Agenda Item No. 1 -- Pledge of Allegiance, Invocation Hear visitors.**

Mayor White called the meeting to order at 7:00 p.m. He led the audience in the Pledge of Allegiance. Chief R.B. Alley provided the invocation.

A motion was made by Mayor Pro Tem Gay to approve the absence request by Council Ruesink and seconded by Council member McIlhaney 6-0.

FOR: Mayor White, Gay, McIlhaney, Scotti, Massey and Crompton  
AGAINST: None

Anne Boykin and Colleen Risinger, member of the Historic Preservation Committee presented Doxie Wootan with the Historic marker # 82, 1205 Walton Drive.  
Mayor White presented a Proclamation proclaiming April 5, 2008 as “Don’t Mess with Texas Trash-Off Day” to Keep Brazos Beautiful Executive Director Laura Tankserley.

**Hear Visitors**

Tom Woodfin, 3215 Innsbruck Cir., thanked Council on the pedestrian project at Welsh/Harvey Mitchell intersection.

Tyler Koch, 505 Lansing, thanked the Council for listening to the students about the neighborhood integrity plans.

Darrek Farrow, 400 Marion Pugh, thanked the Council for working with the students.

Jonathan Coopersmith, 1811 Shadowwood, thanked the Council for the sidewalks on Southwest Parkway next to Texas.

Layne Westover 3000 Welsh, thanked Council for the improvements of the bicycle lanes on Welsh / Harvey Mitchell.

Brian Karl Alg, 3905 Dartmouth, expressed concerns about changing the ordinance related to number of unrelated individuals in one household.

Mike Newman, 211 Lee, representing the Oakwood Neighborhood Association, submitted a petition to City Manager Glenn Brown for the Council to consider using their neighborhood as a prototype for situations related to unrelated individuals in as unrelated residence in a single family dwelling-

**Regular Agenda Item No. 2 -- Presentation, possible action and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.**

- a. Approval of minutes for workshop and regular meetings, Thursday, March 13, 2008, and special meeting retreat, Tuesday, March 5, 2008.
- b. Approval of renewing an annual price agreement for Janitorial Supplies, Bid #06-44, with Pro Star Industries in an amount not to exceed \$57,174.18.
- c. Approval of renewing Bid #07-03 to Brazos Valley Services as a secondary vendor to provide Type D Hot Mix Asphalt for the maintenance of streets, in an amount not to exceed \$66,000.00.
- d. Approval of an Interlocal Agreement for cooperative purchasing activities between the City of College Station and City of San Marcos, Texas.
- e. Approval of a purchase order exceeding \$50,000 to First Texas Group for Interim Police Chief Services.
- f. Approval of furniture purchases for the newly renovated Police Department. Furniture purchases will be made through the TxMAS contract (state contract) to Wilton's Office Works in the amount of \$200,000.
- g. Approval of Change Order No. 1 to Contract 06-277 with LAN Walton for the Corsair Drive (AMS Road) extension project and the expenditure of funds in the amount of \$4,930.00.
- h. Approval of an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TX DOT) to construct, as part of the Texas Avenue widening project, capacity improvements to Harvey Road (SH 30) between Texas Avenue and George Bush Drive East in an amount not to exceed \$84,174.
- i. Approval of an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TX DOT) to install, as part of the Texas Avenue widening project, an opticom system and enforcement lights at the signalized intersections of Texas Avenue for an amount not to exceed \$8,717.
- j. Approval of a settlement agreement in the total amount of \$333,749 to satisfy the court ordered mediation between City of College Station and Machine Works, Inc.
- k. Approval of Change Order #1, in the amount of \$310,749 to satisfy the court ordered mediation between City of College Station and Machine Works, Inc.
- l. Approval of **Resolution No. 3-27-08-2L** expressing condolences to Congressman Chet Edwards on the passing of his father.

A motion was made by Mayor Pro Tem Gay to approve consent agenda items 2a thru 2l and seconded by Council member Massey which carried 6-0.

FOR: Mayor White, Gay, Massey, Scotti, Crompton and McIlhaney  
AGAINST: None  
ABSENT: Ruesink

**Regular Agenda Item No. 1 -- Presentation, possible action, and discussion of a resolution of the City Council of College Station, Texas, establishing the sale price of grave spaces in the College Station municipal cemeteries.**

Introduced by Warren Struss, Interim Director Parks and Recreation Department.

Ross Albrecht, Forestry/Urban Landscape Manager presented the Council a resolution establishing the sale price of grave spaces for the College Station Cemetery and the Memorial Cemetery of College Station.

A motion was made by Mayor Pro Tem Gay to approve **Resolution No. 3-27-08-01** on the sale prices of grave spaces for the College Station Cemetery and the Memorial Cemetery and seconded by Council member Crompton which carried 6-0.

FOR: Mayor White, Gay, Massey, Scotti, Crompton and McIlhaney  
AGAINST: None  
ABSENT: Ruesink

**Regular Agenda Item No. 2 -- Presentation, possible action, and discussion regarding a resolution awarding the bid and approval of a construction contract (Contract Number #08-116) with Acklam Construction Company in the amount of \$7,072,579.00 (Base bid plus Alternate #11) for the construction of Phase I of the Memorial Cemetery of College Station; approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt; and approval of a contingency transfer in the Water Capital Improvement Projects Fund to pay for the Water portion of the project.**

Introduced by Warren Struss, Interim Director Parks and Recreation Department.

Ross Albrecht, Forestry/Urban Landscape Manager presented the Council a brief overview of how the construction contract will construct Phase I of the Memorial Cemetery of College Station. He also presented a resolution awarding the bid with Acklam Construction Company in the amount of \$7,072,579.00 for the construction of Phase I and a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

A motion was made by Mayor Pro Tem Gay to approve **Resolution No's 3-27-08-02 and 3-27-08-02a** on awarding the bid with Acklam Construction Company and declaring intention to reimburse certain expenditures with proceeds from debt. Seconded by Council member Scotti which carried 5-1.

FOR: Mayor White, Gay, Scotti, Crompton and McIlhaney  
AGAINST: Council member Massey  
ABSENT: Ruesink

**Regular Agenda Item No. 3 -- Public hearing, presentation, discussion, and possible action regarding an Oil and Gas Operations Permit for the Terry-Terry Unit, Well #2 as requested by the operator, EnerVest Operating, LLC. of Houston, Texas.**

Introduced by Mark Smith, Director of Public Works.

Alan Gibbs, City Engineer presented an overview of the Terry-Terry Unit Well #2 a 600 acre unit well located within the city limits. Staff recommended approval of the permit as drafted with a minimum of \$25,000 security provided by the applicant. The applicant has complied with the permitting requirements as outlined in Ordinance #1916.

Mayor White opened the public hearing. No one spoke. Mayor White closed the public hearing.

A motion was made by Council member Crompton to approve **Resolution No. 3-27-08-03** on the 6 foot solid fence with red tip and seconded by Mayor Pro Tem Gay which carried 6-0.

FOR: Mayor White, Gay, Crompton, Massey, Scotti and McIlhaney

AGAINST: None

ABSENT: Ruesink

**Regular Agenda Item No. 4 -- Public hearing, presentation, possible action, and discussion on consideration of an ordinance amending Chapter 15, "Impact Fees," amending the land use assumptions and capital improvements plan and the imposition of updated water and wastewater impact fees in Service Areas 92-01, 97-01, 97-02B, and 99-01.**

Introduced by Mark Smith, Director of Public Works.

Alan Gibbs, City Engineer presented the Council an overview of this item to amend Chapter 15 "Impact fees," by replacing Chapter 15 of the Code of Ordinances in its entirety. The affected impact fees are 92-01 (Graham Road Sewer), 97- 01 (Spring Creek – Sewer), 97-02B (Alum Creek Sewer), and 99-01 (Harley Water). The "Water and Wastewater Impact Fees" report was prepared by our consultant Rimrock Consulting Company.

Mayor White opened the public hearing. No one spoke. Mayor White closed the public hearing.

A motion was made by Council member Crompton to approve **Ordinance No. 3060** on the amending of Chapter 15 "Impact Fees." Seconded by Mayor Pro Tem Gay which carried 5-0.

Council member Massey abstained from item due to the proximity of his residence to the affected area.

FOR: Mayor White, Crompton, Scotti, Gay and McIlhaney

AGAINST: None

AGAINST: Ruesink

**Regular Agenda Item No. 5 -- Public hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning 0.35 acre of public sanitary sewer easement, which is located on Lot One, Block One of River Oaks Subdivision according to the plat recorded in Volume 8194, Page 181 of the Deed Records of Brazos County, Texas.**

Introduced by Mark Smith, Director of Public Works.

Alan Gibbs, City Engineer briefly presented a staff report describing the request to abandon a 0.35 acre public sanitary sewer easement, located on Lot One, Block One of River Oaks Subdivision. He explained there is currently no public infrastructure in this easement to be abandoned, as this development was completed and accepted December 21, 2007, and the referenced plat dedicated a separate Public Utility Easement for the sewer re-alignment.

Mayor White opened the public hearing. No one spoke. Mayor White closed the public hearing.

A motion was made by Mayor Pro Tem Gay to approve **Ordinance No. 3061** to vacate and abandon 0.35 acre of public sanitary sewer easement and seconded by Council member Scotti which carried 6-0.

FOR: Mayor White, Gay, Massey, McIlhane, Scotti and Crompton

AGAINST: None

ABSENT: Ruesink

**Regular Agenda Item No. 6 -- Public hearing, presentation, possible action, and discussion concerning consideration of an ordinance amending Chapter 10, "Traffic Code," to remove parking on certain sections of Longmire Drive north of Airline Drive and Longmire Court.**

Chuck Gilliam, Capital Improvement Projects Director, presented an ordinance requesting the amendment of Chapter 10, "Traffic Code," on certain sections of Longmire Drive between Airline Drive, Valley View Drive, and Longmire Court as "No Parking Zone."

Mayor White opened the public hearing.

Jean Marie Linhart, 3011 Durango St., spoke in support of the no parking.

Mayor White closed the public hearing.

A motion was made by Mayor Pro Tem Gay to approve **Ordinance No. 3062** on the no parking zone for certain sections of Longmire Drive between Airline Drive, Valley View Drive, and Longmire Court. Seconded by Council member McIlhane which carried 6-0.

FOR: Mayor White, Gay, Massey, Crompton, McIlhane, and Scotti

AGAINST: None

ABSENT: Ruesink

**Regular Agenda Item No. 7 -- Presentation, possible action and discussion on appointments to Outside Agency Funding Review Committee.**

Janet Duffy, Assistant Director of Fiscal Services presented five (5) applicants to the Council for Places 3 and 4 of the Outside Agency Funding Review Committee.

A motion was made by Council member Crompton to appoint Gregg Baird and Susan Irza to the Outside Agency Funding Review Committee for a three (3) year term and seconded by Council member Massey which carried 6-0.

FOR: Mayor White, Gay, Massey, Crompton, McIlhane, Gay and Scotti

AGAINST: None

ABSENT: Ruesink

**Regular Agenda Item No. 8 -- Adjourn.**

Hearing no objections, Mayor White adjourned the meetings at 8:10 p.m. on Thursday, March, 27, 2008.

PASSED and APPROVED this 10th day of April, 2008.

APPROVED:

\_\_\_\_\_  
Mayor Ben White

ATTEST:

\_\_\_\_\_  
City Secretary Connie Hooks

**April 10, 2008**  
**Consent Agenda Item 2b**  
**Annual Sungard Software Maintenance**

**To:** Glenn Brown, City Manager

**From:** Ben Roper, IT Director

**Agenda Caption:** Presentation, possible action, and discussion regarding annual renewal of software maintenance with Sungard Public Sector, Inc. in the amount of \$141,180.00.

**Recommendation(s):** Staff recommends approval.

**Summary:** Sungard Public Sector, formally Sungard HTE, is the vendor for the City's Enterprise Resource Planning (ERP) software suite. This software consists of twenty six software modules that are used throughout the city for such functions as payroll, purchasing and inventory, land management, utility billing, fleet management, code enforcement, and others. Annual maintenance includes software updates, technical assistance, and program patches and fixes.

This software maintenance cost was included in Attachment A to the budget ordinance included in the 2007-2008 Annual Budget approved by Council on September 13, 2007, grouped under purchases using State approved purchasing programs. Sungard was previously certified by the State under the Certified Information System Vendor (CISV) program. Changes in State Law eliminated this program effective September 1, 2007, which resulted in Sungard not qualifying under any State approved purchasing programs.

**Budget & Financial Summary:** Funding for this maintenance purchase is included in the 2007-2008 IT Operations budget.

**Attachments:**  
None

**10 April 2008  
Consent Agenda Item 2c  
Annexation Survey Work, Change Order #1**

**To:** Glenn Brown, City Manager

**From:** Bob Cowell, AICP, Director of Planning and Development Services

**Agenda Caption:** Presentation, possible action, and discussion regarding ratification of Change Order #1 to contract 08-098 with Joe Orr, Inc. in the amount of \$18,200.00 to perform survey work associated with the recent annexation.

**Recommendation:** Staff recommends approval of the change order.

**Summary:** In January of this year, staff entered into a contact with Joe Orr, Inc. to survey the areas proposed for annexation. The areas, as originally surveyed, were changed on two different occasions - once during the Council Workshop meeting on 14 February 2008 and again at the regular Council meeting on 28 February 2008. Each time, the affected areas needed to be surveyed again.

This change order represents the cost associated with resurveying the annexation areas following the aforementioned Council meetings. Since the change order is greater than five percent of the original contract amount, it must be ratified by the City Council.

**Budget & Financial Summary:** The original amount for contract 08-098 was \$28,000.00. Change Order #1 will increase the amount by \$18,200.00 for a total of \$46,200.00. Funds are budgeted and available to cover this change order.

**Attachments:**

1. Invoice from Joe Orr, Inc.



**April 10, 2008**  
**Consent Agenda Item 2d**  
**Employee Insurance**

**To:** Glenn Brown, City Manager

**From:** Julie O'Connell, Director of Human Resources

**Agenda Caption:** Presentation, possible action, and discussion on approval of 2008 contracts for employee insurance with Caremark, Deer Oaks EAP, The Standard Insurance Company, Minnesota Life, and Blue Cross Blue Shield for the health plan and reinsurance (stop loss).

**Recommendation(s):** Staff recommends approval of contracts.

**Summary:** At the October 25, 2007 Council meeting, the City Council approved expenditures for fees, premiums and projected claims with the above carriers. The stop loss premium was approved on November 19, 2007. At each meeting, the Council was informed that the contracts would be brought back at a later date for approval, as the contracts had not been received from the carriers before the required designated time for approval of expenditures for 2008. All of the contracts have now been received and reviewed, and this action completes the process.

**Budget and Financial Summary:** No costs are associated with this approval; expenditures were approved with the October 25, 2007 and November 19, 2007 actions.

**Attachments: (Available in the City Secretary's Office)**

- 1. Blue Cross/Blue Shield Contract for health plan**
- 2. Caremark Contract for pharmacy plan**
- 3. Standard Insurance Contract for long term disability**
- 4. Deer Oaks EAP Contract for employee assistance program**
- 5. Blue Cross/Blue Shield Contract for stop loss**
- 6. Minnesota Life Contract for life insurance**

**April 10, 2008**  
**Consent Agenda Item 2e**  
**Reynolds and Reynolds, Inc. Grant Payment**

**To:** Glenn Brown, City Manager

**From:** David Gwin, Director of Economic and Community Development

**Agenda Caption:** Presentation, discussion and possible action authorizing the payment of Retention and Expansion and Payroll Grants in a total amount of \$45,000 to Reynolds and Reynolds, Inc.

**Recommendation(s):** In fulfillment of the City's contractual obligation, staff recommends approval of a \$45,000 payment to Reynolds and Reynolds, Inc. for performance in 2007.

**Summary:** On December 14, 2006, the City Council unanimously approved an Economic Development Agreement with Reynolds and Reynolds, Inc to provide Retention and Expansion and Payroll Grants for economic performance at their 200 Quality Circle campus in the Business Center at College Station. The term of this agreement is ten (10) years and the total maximum amount of all applicable grants is \$550,000.

The Retention and Expansion component of the existing Agreement requires Reynolds and Reynolds to maintain real and personal property of at least \$24 million and maintain an annual payroll of \$18 million. As a performance incentive, the Agreement provides for Reynolds and Reynolds to receive a Retention and Expansion Grant in an amount of \$30,000 and a Payroll Grant of \$5,000 for each \$1 million increment in additional payroll over the \$18 million base.

Based on the Statement of Compliance as recently submitted by Reynolds and Reynolds to the Research Valley Partnership and the City, the company has established real and personal property valuation in an amount of \$35,256,198 and, as such, is eligible for a Retention and Expansion Grant of \$30,000. Further, the company currently maintains a payroll of \$21,835,291.20 and, as such, is eligible for a combined Payroll Grant of \$15,000.

**Budget & Financial Summary:** Funding in the amount of \$45,000 is budgeted and available in the City's Economic Development Fund.

**Attachments:**

Statement of Compliance – Reynolds & Reynolds Co. - 2007



Mayor Ben White  
City of College Station  
Post Office Box 9960  
College Station, Texas 77842

April 1, 2008

RE: 2007 Economic Development Agreement Performance

Dear Mayor White:

In accordance with Article IV §(1), (2), and (3) of the Economic Development Agreement (the "Agreement"), dated March 15, 2007, between the City of College Station, Brazos County, Research Valley Partnership and Reynolds and Reynolds Company, Inc. (the "Company"), please accept this letter and its related attachments as certification of our 2007 performance and an official request for payment in that regard.

Per the attached documentation as provided by Mr. William W. Matteson, CPA and our Director of Tax and Financial Reporting, Reynolds & Reynolds Company realized and currently maintains a Real Property value of \$18,154,447 and Personal Property valuation of \$17,101,751 at its 200 Quality Circle, College Station, Texas location. In accordance with the provisions of the Agreement, the Company requests payment of a Retention and Expansion Grant in the amount of \$30,000.

Further, per the attached documentation as provided by Ms. Sheri Robinson, our Vice President – Accounting, Reynolds & Reynolds Company currently maintains an annual Payroll of \$21,835,291.20 at its 200 Quality Circle, College Station, Texas location. In accordance with the provisions of the Agreement, the Company also requests remittance of Payroll Grants in a cumulative amount of \$15,000.

I, the undersigned, being an authorized representative of Reynolds and Reynolds Company, do hereby certify that the above stated amounts are correct; and that Reynolds & Reynolds Company is in full compliance with all terms of the aforementioned Agreement and, as such, eligible for a 2007 payment of \$45,000 from the City of College Station, Texas.

  
Signature

*Exec. V.P.*  
Title

P.O. Box 1824  
Dayton, Ohio 45401  
937.485.2000

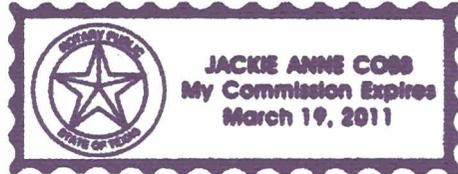


County of Brazos,  
State of Texas

I, Jackie Cobb, certify that Carlan Cooper signed the  
above statement in my presence on April 3, 2008.

Jackie Cobb  
Notary Public

Seal:



**RECEIVED AND REVIEWED**

I, the undersigned, being an authorized representative of the Research Valley Partnership, do hereby certify that the above statements and related attachments have been reviewed and are correct; and that Reynolds & Reynolds Company is in full compliance with all terms of the aforementioned Agreement and, as such, eligible for a 2007 payment of \$45,000 from the City of College Station, Texas.

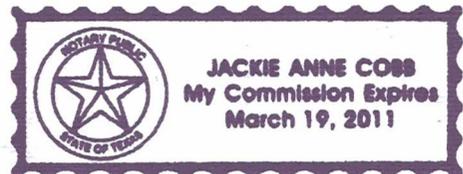
Bob Malaise  
Signature  
SE. VP of Economic Development Services  
Title

County of Brazos,  
State of Texas

I, Jackie Cobb, certify that Bob Malaise signed the  
above statement in my presence on April 3, 2008.

Jackie Cobb  
Notary Public

Seal:



P.O. Box 1824  
Dayton, Ohio 45401  
937.485.2000



STATEMENT OF COMPLIANCE WITH ECONOMIC DEVELOPMENT  
AGREEMENT BETWEEN REYNOLDS & REYNOLDS AND THE CITY OF  
COLLEGE STATION, BRAZOS COUNTY, AND THE RESEARCH VALLEY  
PARTNERSHIP

Company Name: Reynolds & Reynolds

Date of Agreements: City of College Station – February 19, 2007  
Brazos County – February 19, 2007  
The RVP – February 19, 2007

Annual retention expansion grant as of 2/19/2008

Maintain real and personal property at the property At least \$24,000,000

Maintain a payroll at the property At least \$18,000,000

REYNOLDS & REYNOLDS acting by and through its duly authorized representatives (the “Owner”), hereby certifies any improvements on the Property, as called for in the above referenced Agreement, have been completed and constructed pursuant to said agreement. Owner further certifies that it is in compliance with every other applicable term of said Agreement.

Signed this 22<sup>nd</sup> day of January, 2008.

REYNOLDS & REYNOLDS

BY: Will W. Math

Title: Asst. Secretary

THE RESEARCH VALLEY PARTNERSHIP

1500 RESEARCH PARKWAY, SUITE 270 COLLEGE STATION, TEXAS 77845  
TEL 800.449.4012 OR 979.260.1755 FAX 979.260.5252 WWW.RESEARCHVALLEY.ORG

I, William W. Matteson, CPA, Director of Tax and Financial Reporting, certify that the following is true and accurate as of 12/31/2007 for the cost of the building located at 200 Quality Circle Drive, College Station, Brazos County, Texas 77845:

Cost of Building at 12/31/2007	\$18,154,447
<u>Cost of Property other than Real at 12/31/2007</u>	<u>\$17,101,751</u>
Capital Investment at 12/31/2007	\$35,256,198



William W. Matteson

County of Montgomery,  
State of Ohio

I, Sherah Edwards, certify that William W. Matteson signed the above statement in my presence on January 21, 2008.



Sherah Edwards  
Notary Public

SHERAH EDWARDS, Notary Public  
In and for the State of Ohio  
My Commission Expires Dec. 21, 2010

I, Sheri Robinson, Vice President-Accounting, certify that the following is true and accurate as of December 31, 2007 for Reynolds and Reynolds employees located in College Station.

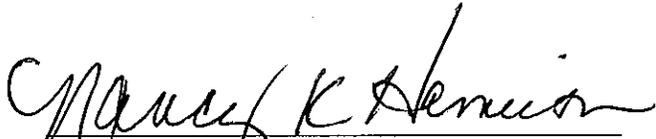
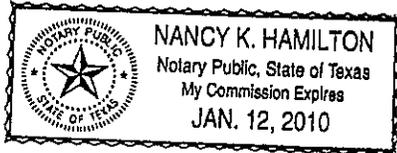
618 full-time employees with an annual salary of \$17,970,597.99  
1016 part-time employees with an annual salary of \$3,864,693.21



Sheri Robinson

County of Harris,  
State of Texas:

I, Nancy K. Hamilton, certify that Sheri Robinson signed the above statement in my presence on January 8, 2006.

  
Nancy K. Hamilton  
Notary in and for Harris County, Texas

Work Location	Gross Earnings
COLLEGE STATION	\$5.04
COLLEGE STATION	\$6.60
COLLEGE STATION	\$20.44
COLLEGE STATION	\$20.79
COLLEGE STATION	\$22.40
COLLEGE STATION	\$26.81
COLLEGE STATION	\$29.40
COLLEGE STATION	\$32.40
COLLEGE STATION	\$34.00
COLLEGE STATION	\$34.56
COLLEGE STATION	\$35.60
COLLEGE STATION	\$36.80
COLLEGE STATION	\$37.60
COLLEGE STATION	\$37.94
COLLEGE STATION	\$38.16
COLLEGE STATION	\$49.20
COLLEGE STATION	\$52.64
COLLEGE STATION	\$52.96
COLLEGE STATION	\$63.84
COLLEGE STATION	\$65.80
COLLEGE STATION	\$82.16
COLLEGE STATION	\$86.96
COLLEGE STATION	\$90.51
COLLEGE STATION	\$94.64
COLLEGE STATION	\$99.60
COLLEGE STATION	\$101.44
COLLEGE STATION	\$106.05
COLLEGE STATION	\$108.00
COLLEGE STATION	\$110.56
COLLEGE STATION	\$117.60
COLLEGE STATION	\$117.84
COLLEGE STATION	\$130.98
COLLEGE STATION	\$143.99
COLLEGE STATION	\$149.31
COLLEGE STATION	\$153.68
COLLEGE STATION	\$155.89
COLLEGE STATION	\$158.11
COLLEGE STATION	\$172.06
COLLEGE STATION	\$178.56
COLLEGE STATION	\$183.68
COLLEGE STATION	\$198.17
COLLEGE STATION	\$198.24
COLLEGE STATION	\$208.00
COLLEGE STATION	\$217.84
COLLEGE STATION	\$221.15
COLLEGE STATION	\$223.04
COLLEGE STATION	\$228.06
COLLEGE STATION	\$228.96
COLLEGE STATION	\$239.52
COLLEGE STATION	\$240.66
COLLEGE STATION	\$245.60
COLLEGE STATION	\$266.16
COLLEGE STATION	\$271.44
COLLEGE STATION	\$276.43
COLLEGE STATION	\$277.13
COLLEGE STATION	\$287.36

Work Location	Gross Earnings
COLLEGE STATION	\$629.58
COLLEGE STATION	\$630.56
COLLEGE STATION	\$635.53
COLLEGE STATION	\$641.27
COLLEGE STATION	\$668.48
COLLEGE STATION	\$671.79
COLLEGE STATION	\$674.31
COLLEGE STATION	\$676.32
COLLEGE STATION	\$698.96
COLLEGE STATION	\$704.72
COLLEGE STATION	\$720.10
COLLEGE STATION	\$723.10
COLLEGE STATION	\$732.34
COLLEGE STATION	\$734.96
COLLEGE STATION	\$745.52
COLLEGE STATION	\$749.35
COLLEGE STATION	\$755.37
COLLEGE STATION	\$761.04
COLLEGE STATION	\$761.92
COLLEGE STATION	\$762.46
COLLEGE STATION	\$765.26
COLLEGE STATION	\$790.88
COLLEGE STATION	\$794.40
COLLEGE STATION	\$798.49
COLLEGE STATION	\$801.36
COLLEGE STATION	\$801.64
COLLEGE STATION	\$801.92
COLLEGE STATION	\$804.30
COLLEGE STATION	\$810.30
COLLEGE STATION	\$818.72
COLLEGE STATION	\$824.32
COLLEGE STATION	\$824.80
COLLEGE STATION	\$838.40
COLLEGE STATION	\$841.20
COLLEGE STATION	\$843.43
COLLEGE STATION	\$847.76
COLLEGE STATION	\$848.48
COLLEGE STATION	\$852.80
COLLEGE STATION	\$858.16
COLLEGE STATION	\$859.52
COLLEGE STATION	\$866.53
COLLEGE STATION	\$880.39
COLLEGE STATION	\$883.44
COLLEGE STATION	\$899.12
COLLEGE STATION	\$917.20
COLLEGE STATION	\$929.88
COLLEGE STATION	\$931.58
COLLEGE STATION	\$931.76
COLLEGE STATION	\$940.32
COLLEGE STATION	\$944.30
COLLEGE STATION	\$946.80
COLLEGE STATION	\$952.72
COLLEGE STATION	\$958.72
COLLEGE STATION	\$961.03
COLLEGE STATION	\$967.92
COLLEGE STATION	\$968.80

Work Location	Gross Earnings
COLLEGE STATION	\$1,241.20
COLLEGE STATION	\$1,247.75
COLLEGE STATION	\$1,250.90
COLLEGE STATION	\$1,253.56
COLLEGE STATION	\$1,255.04
COLLEGE STATION	\$1,255.80
COLLEGE STATION	\$1,258.40
COLLEGE STATION	\$1,261.84
COLLEGE STATION	\$1,288.00
COLLEGE STATION	\$1,307.60
COLLEGE STATION	\$1,315.09
COLLEGE STATION	\$1,316.96
COLLEGE STATION	\$1,318.17
COLLEGE STATION	\$1,319.85
COLLEGE STATION	\$1,336.65
COLLEGE STATION	\$1,337.92
COLLEGE STATION	\$1,340.01
COLLEGE STATION	\$1,343.84
COLLEGE STATION	\$1,346.56
COLLEGE STATION	\$1,371.04
COLLEGE STATION	\$1,378.79
COLLEGE STATION	\$1,378.96
COLLEGE STATION	\$1,387.05
COLLEGE STATION	\$1,390.27
COLLEGE STATION	\$1,393.12
COLLEGE STATION	\$1,403.69
COLLEGE STATION	\$1,403.76
COLLEGE STATION	\$1,408.12
COLLEGE STATION	\$1,410.99
COLLEGE STATION	\$1,411.30
COLLEGE STATION	\$1,414.88
COLLEGE STATION	\$1,416.64
COLLEGE STATION	\$1,418.97
COLLEGE STATION	\$1,427.28
COLLEGE STATION	\$1,431.76
COLLEGE STATION	\$1,431.92
COLLEGE STATION	\$1,432.16
COLLEGE STATION	\$1,439.69
COLLEGE STATION	\$1,442.00
COLLEGE STATION	\$1,442.21
COLLEGE STATION	\$1,443.44
COLLEGE STATION	\$1,444.24
COLLEGE STATION	\$1,448.56
COLLEGE STATION	\$1,448.69
COLLEGE STATION	\$1,450.07
COLLEGE STATION	\$1,456.20
COLLEGE STATION	\$1,469.65
COLLEGE STATION	\$1,469.68
COLLEGE STATION	\$1,469.68
COLLEGE STATION	\$1,472.72
COLLEGE STATION	\$1,473.43
COLLEGE STATION	\$1,478.24
COLLEGE STATION	\$1,480.22
COLLEGE STATION	\$1,482.53
COLLEGE STATION	\$1,483.68
COLLEGE STATION	\$1,487.04

Work Location	Gross Earnings
COLLEGE STATION	\$1,711.64
COLLEGE STATION	\$1,711.68
COLLEGE STATION	\$1,722.32
COLLEGE STATION	\$1,724.08
COLLEGE STATION	\$1,727.29
COLLEGE STATION	\$1,732.88
COLLEGE STATION	\$1,737.59
COLLEGE STATION	\$1,739.92
COLLEGE STATION	\$1,743.00
COLLEGE STATION	\$1,744.56
COLLEGE STATION	\$1,749.62
COLLEGE STATION	\$1,751.15
COLLEGE STATION	\$1,752.32
COLLEGE STATION	\$1,760.81
COLLEGE STATION	\$1,760.88
COLLEGE STATION	\$1,761.36
COLLEGE STATION	\$1,773.12
COLLEGE STATION	\$1,774.16
COLLEGE STATION	\$1,774.72
COLLEGE STATION	\$1,781.36
COLLEGE STATION	\$1,789.68
COLLEGE STATION	\$1,790.78
COLLEGE STATION	\$1,791.36
COLLEGE STATION	\$1,797.81
COLLEGE STATION	\$1,798.56
COLLEGE STATION	\$1,806.00
COLLEGE STATION	\$1,810.04
COLLEGE STATION	\$1,812.56
COLLEGE STATION	\$1,821.92
COLLEGE STATION	\$1,841.92
COLLEGE STATION	\$1,853.36
COLLEGE STATION	\$1,858.80
COLLEGE STATION	\$1,871.04
COLLEGE STATION	\$1,879.34
COLLEGE STATION	\$1,885.36
COLLEGE STATION	\$1,886.08
COLLEGE STATION	\$1,889.44
COLLEGE STATION	\$1,893.17
COLLEGE STATION	\$1,894.06
COLLEGE STATION	\$1,901.34
COLLEGE STATION	\$1,902.00
COLLEGE STATION	\$1,902.46
COLLEGE STATION	\$1,906.80
COLLEGE STATION	\$1,911.49
COLLEGE STATION	\$1,922.64
COLLEGE STATION	\$1,927.12
COLLEGE STATION	\$1,929.09
COLLEGE STATION	\$1,931.76
COLLEGE STATION	\$1,934.00
COLLEGE STATION	\$1,941.86
COLLEGE STATION	\$1,944.67
COLLEGE STATION	\$1,950.24
COLLEGE STATION	\$1,987.04
COLLEGE STATION	\$1,996.00
COLLEGE STATION	\$1,996.72
COLLEGE STATION	\$2,002.48

Work Location	Gross Earnings
COLLEGE STATION	\$2,317.60
COLLEGE STATION	\$2,324.72
COLLEGE STATION	\$2,338.92
COLLEGE STATION	\$2,342.16
COLLEGE STATION	\$2,348.24
COLLEGE STATION	\$2,351.28
COLLEGE STATION	\$2,352.35
COLLEGE STATION	\$2,356.96
COLLEGE STATION	\$2,360.80
COLLEGE STATION	\$2,362.63
COLLEGE STATION	\$2,366.19
COLLEGE STATION	\$2,370.62
COLLEGE STATION	\$2,372.76
COLLEGE STATION	\$2,373.12
COLLEGE STATION	\$2,376.00
COLLEGE STATION	\$2,382.08
COLLEGE STATION	\$2,386.40
COLLEGE STATION	\$2,390.48
COLLEGE STATION	\$2,397.88
COLLEGE STATION	\$2,403.45
COLLEGE STATION	\$2,412.88
COLLEGE STATION	\$2,413.52
COLLEGE STATION	\$2,414.80
COLLEGE STATION	\$2,417.59
COLLEGE STATION	\$2,432.40
COLLEGE STATION	\$2,434.15
COLLEGE STATION	\$2,435.52
COLLEGE STATION	\$2,442.52
COLLEGE STATION	\$2,446.56
COLLEGE STATION	\$2,457.28
COLLEGE STATION	\$2,457.52
COLLEGE STATION	\$2,459.04
COLLEGE STATION	\$2,461.04
COLLEGE STATION	\$2,461.60
COLLEGE STATION	\$2,462.88
COLLEGE STATION	\$2,471.96
COLLEGE STATION	\$2,476.39
COLLEGE STATION	\$2,482.40
COLLEGE STATION	\$2,488.00
COLLEGE STATION	\$2,497.25
COLLEGE STATION	\$2,499.49
COLLEGE STATION	\$2,500.16
COLLEGE STATION	\$2,506.42
COLLEGE STATION	\$2,512.96
COLLEGE STATION	\$2,524.16
COLLEGE STATION	\$2,541.92
COLLEGE STATION	\$2,555.60
COLLEGE STATION	\$2,561.04
COLLEGE STATION	\$2,562.62
COLLEGE STATION	\$2,570.32
COLLEGE STATION	\$2,572.64
COLLEGE STATION	\$2,576.70
COLLEGE STATION	\$2,582.78
COLLEGE STATION	\$2,589.54
COLLEGE STATION	\$2,628.16
COLLEGE STATION	\$2,641.60

Work Location	Gross Earnings
COLLEGE STATION	\$3,021.36
COLLEGE STATION	\$3,026.36
COLLEGE STATION	\$3,026.96
COLLEGE STATION	\$3,029.60
COLLEGE STATION	\$3,036.62
COLLEGE STATION	\$3,036.79
COLLEGE STATION	\$3,041.10
COLLEGE STATION	\$3,044.56
COLLEGE STATION	\$3,067.68
COLLEGE STATION	\$3,076.81
COLLEGE STATION	\$3,079.28
COLLEGE STATION	\$3,079.52
COLLEGE STATION	\$3,086.59
COLLEGE STATION	\$3,087.12
COLLEGE STATION	\$3,092.16
COLLEGE STATION	\$3,098.16
COLLEGE STATION	\$3,101.26
COLLEGE STATION	\$3,105.14
COLLEGE STATION	\$3,112.74
COLLEGE STATION	\$3,120.56
COLLEGE STATION	\$3,127.52
COLLEGE STATION	\$3,128.08
COLLEGE STATION	\$3,157.44
COLLEGE STATION	\$3,181.81
COLLEGE STATION	\$3,195.65
COLLEGE STATION	\$3,199.91
COLLEGE STATION	\$3,203.35
COLLEGE STATION	\$3,211.85
COLLEGE STATION	\$3,216.48
COLLEGE STATION	\$3,220.92
COLLEGE STATION	\$3,222.67
COLLEGE STATION	\$3,229.92
COLLEGE STATION	\$3,230.16
COLLEGE STATION	\$3,254.26
COLLEGE STATION	\$3,255.28
COLLEGE STATION	\$3,262.19
COLLEGE STATION	\$3,262.92
COLLEGE STATION	\$3,270.32
COLLEGE STATION	\$3,322.16
COLLEGE STATION	\$3,326.53
COLLEGE STATION	\$3,346.16
COLLEGE STATION	\$3,360.96
COLLEGE STATION	\$3,364.90
COLLEGE STATION	\$3,372.32
COLLEGE STATION	\$3,384.50
COLLEGE STATION	\$3,416.08
COLLEGE STATION	\$3,424.32
COLLEGE STATION	\$3,440.40
COLLEGE STATION	\$3,445.45
COLLEGE STATION	\$3,446.24
COLLEGE STATION	\$3,451.36
COLLEGE STATION	\$3,456.20
COLLEGE STATION	\$3,474.75
COLLEGE STATION	\$3,475.67
COLLEGE STATION	\$3,476.56
COLLEGE STATION	\$3,489.44

Work Location	Gross Earnings
COLLEGE STATION	\$4,139.52
COLLEGE STATION	\$4,154.40
COLLEGE STATION	\$4,157.96
COLLEGE STATION	\$4,164.71
COLLEGE STATION	\$4,172.40
COLLEGE STATION	\$4,177.18
COLLEGE STATION	\$4,220.20
COLLEGE STATION	\$4,240.80
COLLEGE STATION	\$4,243.27
COLLEGE STATION	\$4,258.08
COLLEGE STATION	\$4,282.56
COLLEGE STATION	\$4,290.88
COLLEGE STATION	\$4,292.51
COLLEGE STATION	\$4,300.88
COLLEGE STATION	\$4,354.76
COLLEGE STATION	\$4,371.71
COLLEGE STATION	\$4,375.60
COLLEGE STATION	\$4,377.04
COLLEGE STATION	\$4,381.64
COLLEGE STATION	\$4,389.36
COLLEGE STATION	\$4,402.45
COLLEGE STATION	\$4,404.72
COLLEGE STATION	\$4,419.64
COLLEGE STATION	\$4,420.24
COLLEGE STATION	\$4,424.43
COLLEGE STATION	\$4,427.07
COLLEGE STATION	\$4,439.68
COLLEGE STATION	\$4,454.29
COLLEGE STATION	\$4,457.42
COLLEGE STATION	\$4,460.41
COLLEGE STATION	\$4,466.72
COLLEGE STATION	\$4,478.29
COLLEGE STATION	\$4,493.14
COLLEGE STATION	\$4,504.86
COLLEGE STATION	\$4,516.36
COLLEGE STATION	\$4,546.72
COLLEGE STATION	\$4,580.50
COLLEGE STATION	\$4,588.85
COLLEGE STATION	\$4,594.80
COLLEGE STATION	\$4,669.12
COLLEGE STATION	\$4,674.85
COLLEGE STATION	\$4,691.82
COLLEGE STATION	\$4,692.96
COLLEGE STATION	\$4,693.14
COLLEGE STATION	\$4,701.44
COLLEGE STATION	\$4,702.14
COLLEGE STATION	\$4,725.03
COLLEGE STATION	\$4,725.72
COLLEGE STATION	\$4,750.24
COLLEGE STATION	\$4,758.18
COLLEGE STATION	\$4,769.93
COLLEGE STATION	\$4,775.71
COLLEGE STATION	\$4,790.64
COLLEGE STATION	\$4,797.93
COLLEGE STATION	\$4,824.88
COLLEGE STATION	\$4,828.53

Work Location	Gross Earnings
COLLEGE STATION	\$5,760.42
COLLEGE STATION	\$5,803.30
COLLEGE STATION	\$5,812.32
COLLEGE STATION	\$5,816.40
COLLEGE STATION	\$5,844.40
COLLEGE STATION	\$5,857.84
COLLEGE STATION	\$5,863.97
COLLEGE STATION	\$5,899.46
COLLEGE STATION	\$5,934.58
COLLEGE STATION	\$5,946.43
COLLEGE STATION	\$5,988.40
COLLEGE STATION	\$5,996.00
COLLEGE STATION	\$6,011.63
COLLEGE STATION	\$6,024.10
COLLEGE STATION	\$6,085.80
COLLEGE STATION	\$6,122.24
COLLEGE STATION	\$6,125.12
COLLEGE STATION	\$6,138.54
COLLEGE STATION	\$6,138.88
COLLEGE STATION	\$6,155.51
COLLEGE STATION	\$6,226.00
COLLEGE STATION	\$6,229.25
COLLEGE STATION	\$6,231.81
COLLEGE STATION	\$6,250.89
COLLEGE STATION	\$6,270.43
COLLEGE STATION	\$6,288.37
COLLEGE STATION	\$6,293.51
COLLEGE STATION	\$6,301.42
COLLEGE STATION	\$6,320.48
COLLEGE STATION	\$6,371.61
COLLEGE STATION	\$6,392.90
COLLEGE STATION	\$6,432.01
COLLEGE STATION	\$6,450.18
COLLEGE STATION	\$6,463.96
COLLEGE STATION	\$6,464.40
COLLEGE STATION	\$6,486.56
COLLEGE STATION	\$6,529.68
COLLEGE STATION	\$6,546.56
COLLEGE STATION	\$6,577.37
COLLEGE STATION	\$6,583.20
COLLEGE STATION	\$6,625.35
COLLEGE STATION	\$6,641.78
COLLEGE STATION	\$6,649.82
COLLEGE STATION	\$6,659.96
COLLEGE STATION	\$6,740.74
COLLEGE STATION	\$6,748.35
COLLEGE STATION	\$6,752.86
COLLEGE STATION	\$6,756.06
COLLEGE STATION	\$6,770.44
COLLEGE STATION	\$6,806.36
COLLEGE STATION	\$6,829.88
COLLEGE STATION	\$6,843.87
COLLEGE STATION	\$6,859.68
COLLEGE STATION	\$6,938.46
COLLEGE STATION	\$6,939.84
COLLEGE STATION	\$6,954.72

Work Location	Gross Earnings
COLLEGE STATION	\$8,229.00
COLLEGE STATION	\$8,229.38
COLLEGE STATION	\$8,260.48
COLLEGE STATION	\$8,276.05
COLLEGE STATION	\$8,290.80
COLLEGE STATION	\$8,353.62
COLLEGE STATION	\$8,396.27
COLLEGE STATION	\$8,423.80
COLLEGE STATION	\$8,428.80
COLLEGE STATION	\$8,436.34
COLLEGE STATION	\$8,467.37
COLLEGE STATION	\$8,510.26
COLLEGE STATION	\$8,555.10
COLLEGE STATION	\$8,607.65
COLLEGE STATION	\$8,609.35
COLLEGE STATION	\$8,616.43
COLLEGE STATION	\$8,633.11
COLLEGE STATION	\$8,678.87
COLLEGE STATION	\$8,700.42
COLLEGE STATION	\$8,819.52
COLLEGE STATION	\$8,850.09
COLLEGE STATION	\$8,974.05
COLLEGE STATION	\$9,156.15
COLLEGE STATION	\$9,183.44
COLLEGE STATION	\$9,193.22
COLLEGE STATION	\$9,210.22
COLLEGE STATION	\$9,214.92
COLLEGE STATION	\$9,231.37
COLLEGE STATION	\$9,240.49
COLLEGE STATION	\$9,311.43
COLLEGE STATION	\$9,346.24
COLLEGE STATION	\$9,365.90
COLLEGE STATION	\$9,378.52
COLLEGE STATION	\$9,383.59
COLLEGE STATION	\$9,384.43
COLLEGE STATION	\$9,429.83
COLLEGE STATION	\$9,538.02
COLLEGE STATION	\$9,546.75
COLLEGE STATION	\$9,634.54
COLLEGE STATION	\$9,656.29
COLLEGE STATION	\$9,695.11
COLLEGE STATION	\$9,707.13
COLLEGE STATION	\$9,744.14
COLLEGE STATION	\$9,773.33
COLLEGE STATION	\$9,780.52
COLLEGE STATION	\$9,794.40
COLLEGE STATION	\$9,797.68
COLLEGE STATION	\$9,830.49
COLLEGE STATION	\$9,849.24
COLLEGE STATION	\$9,910.76
COLLEGE STATION	\$9,914.01
COLLEGE STATION	\$10,037.35
COLLEGE STATION	\$10,047.20
COLLEGE STATION	\$10,099.61
COLLEGE STATION	\$10,101.09
COLLEGE STATION	\$10,125.80

Work Location	Gross Earnings
COLLEGE STATION	\$14,765.23
COLLEGE STATION	\$15,412.54
COLLEGE STATION	\$17,088.73
COLLEGE STATION	\$18,806.68
COLLEGE STATION	\$19,909.72
COLLEGE STATION	\$23,020.20
COLLEGE STATION	\$23,495.06
COLLEGE STATION	\$28,132.03

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Work Location	Gross Earnings
COLLEGE STATION	\$230.76
COLLEGE STATION	\$406.00
COLLEGE STATION	\$613.45
COLLEGE STATION	\$661.52
COLLEGE STATION	\$692.30
COLLEGE STATION	\$1,009.38
COLLEGE STATION	\$1,076.92
COLLEGE STATION	\$1,100.00
COLLEGE STATION	\$1,125.01
COLLEGE STATION	\$1,300.00
COLLEGE STATION	\$1,453.86
COLLEGE STATION	\$1,600.04
COLLEGE STATION	\$1,779.52
COLLEGE STATION	\$1,849.51
COLLEGE STATION	\$2,028.18
COLLEGE STATION	\$2,123.06
COLLEGE STATION	\$2,218.75
COLLEGE STATION	\$2,245.31
COLLEGE STATION	\$2,307.61
COLLEGE STATION	\$2,387.03
COLLEGE STATION	\$2,388.47
COLLEGE STATION	\$2,402.95
COLLEGE STATION	\$2,403.25
COLLEGE STATION	\$2,450.40
COLLEGE STATION	\$2,584.62
COLLEGE STATION	\$2,842.11
COLLEGE STATION	\$3,000.00
COLLEGE STATION	\$3,076.90
COLLEGE STATION	\$3,120.89
COLLEGE STATION	\$3,268.54
COLLEGE STATION	\$3,365.39
COLLEGE STATION	\$3,473.08
COLLEGE STATION	\$3,480.67
COLLEGE STATION	\$3,568.97
COLLEGE STATION	\$3,600.00
COLLEGE STATION	\$3,639.98
COLLEGE STATION	\$3,702.34
COLLEGE STATION	\$3,710.97
COLLEGE STATION	\$3,722.99
COLLEGE STATION	\$3,744.24
COLLEGE STATION	\$3,772.33
COLLEGE STATION	\$3,780.45
COLLEGE STATION	\$4,159.49
COLLEGE STATION	\$4,350.49
COLLEGE STATION	\$4,403.63
COLLEGE STATION	\$4,485.50
COLLEGE STATION	\$4,489.78
COLLEGE STATION	\$4,534.10
COLLEGE STATION	\$4,605.92
COLLEGE STATION	\$4,793.76
COLLEGE STATION	\$4,846.18
COLLEGE STATION	\$5,074.86
COLLEGE STATION	\$5,125.92
COLLEGE STATION	\$5,164.64
COLLEGE STATION	\$5,187.58
COLLEGE STATION	\$5,272.20

Work Location	Gross Earnings
COLLEGE STATION	\$8,893.69
COLLEGE STATION	\$8,938.43
COLLEGE STATION	\$9,146.45
COLLEGE STATION	\$9,178.91
COLLEGE STATION	\$9,192.97
COLLEGE STATION	\$9,266.69
COLLEGE STATION	\$9,367.08
COLLEGE STATION	\$9,423.06
COLLEGE STATION	\$9,558.90
COLLEGE STATION	\$9,615.40
COLLEGE STATION	\$9,634.76
COLLEGE STATION	\$9,815.29
COLLEGE STATION	\$9,825.46
COLLEGE STATION	\$9,837.56
COLLEGE STATION	\$10,194.41
COLLEGE STATION	\$10,223.12
COLLEGE STATION	\$10,352.56
COLLEGE STATION	\$10,383.98
COLLEGE STATION	\$10,384.56
COLLEGE STATION	\$10,415.08
COLLEGE STATION	\$10,510.83
COLLEGE STATION	\$10,516.04
COLLEGE STATION	\$10,519.11
COLLEGE STATION	\$10,599.34
COLLEGE STATION	\$10,600.23
COLLEGE STATION	\$10,649.97
COLLEGE STATION	\$10,684.56
COLLEGE STATION	\$10,720.85
COLLEGE STATION	\$10,760.69
COLLEGE STATION	\$10,822.32
COLLEGE STATION	\$10,903.80
COLLEGE STATION	\$10,906.28
COLLEGE STATION	\$10,943.03
COLLEGE STATION	\$10,945.25
COLLEGE STATION	\$10,989.98
COLLEGE STATION	\$10,995.16
COLLEGE STATION	\$11,064.52
COLLEGE STATION	\$11,101.71
COLLEGE STATION	\$11,111.58
COLLEGE STATION	\$11,129.74
COLLEGE STATION	\$11,197.46
COLLEGE STATION	\$11,268.78
COLLEGE STATION	\$11,405.40
COLLEGE STATION	\$11,406.49
COLLEGE STATION	\$11,445.44
COLLEGE STATION	\$11,531.74
COLLEGE STATION	\$11,563.42
COLLEGE STATION	\$11,566.99
COLLEGE STATION	\$11,594.25
COLLEGE STATION	\$11,808.17
COLLEGE STATION	\$11,912.50
COLLEGE STATION	\$11,941.48
COLLEGE STATION	\$11,981.39
COLLEGE STATION	\$12,008.57
COLLEGE STATION	\$12,088.26
COLLEGE STATION	\$12,147.81

Work Location	Gross Earnings
COLLEGE STATION	\$15,341.69
COLLEGE STATION	\$15,427.02
COLLEGE STATION	\$15,483.42
COLLEGE STATION	\$15,505.49
COLLEGE STATION	\$15,533.48
COLLEGE STATION	\$15,535.87
COLLEGE STATION	\$15,547.55
COLLEGE STATION	\$15,585.50
COLLEGE STATION	\$15,587.62
COLLEGE STATION	\$15,655.27
COLLEGE STATION	\$15,839.28
COLLEGE STATION	\$15,928.20
COLLEGE STATION	\$15,947.65
COLLEGE STATION	\$16,006.98
COLLEGE STATION	\$16,068.40
COLLEGE STATION	\$16,074.72
COLLEGE STATION	\$16,273.15
COLLEGE STATION	\$16,279.27
COLLEGE STATION	\$16,283.03
COLLEGE STATION	\$16,339.90
COLLEGE STATION	\$16,364.34
COLLEGE STATION	\$16,458.11
COLLEGE STATION	\$16,511.90
COLLEGE STATION	\$16,611.30
COLLEGE STATION	\$16,789.24
COLLEGE STATION	\$16,853.55
COLLEGE STATION	\$16,983.65
COLLEGE STATION	\$16,988.77
COLLEGE STATION	\$17,012.37
COLLEGE STATION	\$17,025.06
COLLEGE STATION	\$17,035.17
COLLEGE STATION	\$17,103.99
COLLEGE STATION	\$17,282.36
COLLEGE STATION	\$17,309.58
COLLEGE STATION	\$17,349.51
COLLEGE STATION	\$17,489.31
COLLEGE STATION	\$17,505.73
COLLEGE STATION	\$17,604.63
COLLEGE STATION	\$17,644.49
COLLEGE STATION	\$17,718.80
COLLEGE STATION	\$17,719.43
COLLEGE STATION	\$17,887.96
COLLEGE STATION	\$17,971.54
COLLEGE STATION	\$17,972.81
COLLEGE STATION	\$17,976.85
COLLEGE STATION	\$18,002.92
COLLEGE STATION	\$18,133.69
COLLEGE STATION	\$18,190.42
COLLEGE STATION	\$18,196.39
COLLEGE STATION	\$18,356.51
COLLEGE STATION	\$18,401.97
COLLEGE STATION	\$18,464.90
COLLEGE STATION	\$18,505.34
COLLEGE STATION	\$18,682.50
COLLEGE STATION	\$18,738.72
COLLEGE STATION	\$18,760.46

Work Location	Gross Earnings
COLLEGE STATION	\$24,510.51
COLLEGE STATION	\$24,526.90
COLLEGE STATION	\$24,577.53
COLLEGE STATION	\$24,584.20
COLLEGE STATION	\$24,598.12
COLLEGE STATION	\$24,644.17
COLLEGE STATION	\$24,673.40
COLLEGE STATION	\$24,727.71
COLLEGE STATION	\$24,826.25
COLLEGE STATION	\$24,981.91
COLLEGE STATION	\$25,004.40
COLLEGE STATION	\$25,030.27
COLLEGE STATION	\$25,273.48
COLLEGE STATION	\$25,354.43
COLLEGE STATION	\$25,453.96
COLLEGE STATION	\$25,704.46
COLLEGE STATION	\$26,232.47
COLLEGE STATION	\$26,241.09
COLLEGE STATION	\$26,252.74
COLLEGE STATION	\$26,319.05
COLLEGE STATION	\$26,371.05
COLLEGE STATION	\$26,454.19
COLLEGE STATION	\$26,736.25
COLLEGE STATION	\$26,813.77
COLLEGE STATION	\$26,841.17
COLLEGE STATION	\$26,877.64
COLLEGE STATION	\$26,937.51
COLLEGE STATION	\$26,987.44
COLLEGE STATION	\$27,066.44
COLLEGE STATION	\$27,130.73
COLLEGE STATION	\$27,320.19
COLLEGE STATION	\$27,359.25
COLLEGE STATION	\$27,411.41
COLLEGE STATION	\$27,411.75
COLLEGE STATION	\$27,450.41
COLLEGE STATION	\$27,623.60
COLLEGE STATION	\$27,675.62
COLLEGE STATION	\$27,709.60
COLLEGE STATION	\$27,733.44
COLLEGE STATION	\$27,872.42
COLLEGE STATION	\$27,872.54
COLLEGE STATION	\$27,887.43
COLLEGE STATION	\$27,950.65
COLLEGE STATION	\$28,193.49
COLLEGE STATION	\$28,454.03
COLLEGE STATION	\$28,492.29
COLLEGE STATION	\$28,496.02
COLLEGE STATION	\$28,522.81
COLLEGE STATION	\$28,588.11
COLLEGE STATION	\$28,660.18
COLLEGE STATION	\$28,722.90
COLLEGE STATION	\$28,747.97
COLLEGE STATION	\$28,919.91
COLLEGE STATION	\$28,930.57
COLLEGE STATION	\$28,935.60
COLLEGE STATION	\$29,371.77

Work Location	Gross Earnings
COLLEGE STATION	\$35,493.31
COLLEGE STATION	\$35,514.76
COLLEGE STATION	\$35,781.57
COLLEGE STATION	\$35,862.29
COLLEGE STATION	\$36,107.31
COLLEGE STATION	\$36,282.30
COLLEGE STATION	\$36,340.43
COLLEGE STATION	\$36,366.38
COLLEGE STATION	\$36,397.80
COLLEGE STATION	\$36,590.92
COLLEGE STATION	\$36,635.46
COLLEGE STATION	\$36,716.75
COLLEGE STATION	\$36,856.35
COLLEGE STATION	\$37,038.64
COLLEGE STATION	\$37,434.54
COLLEGE STATION	\$37,486.35
COLLEGE STATION	\$37,563.32
COLLEGE STATION	\$37,588.78
COLLEGE STATION	\$37,618.72
COLLEGE STATION	\$37,730.29
COLLEGE STATION	\$37,816.34
COLLEGE STATION	\$37,872.50
COLLEGE STATION	\$37,984.44
COLLEGE STATION	\$38,092.91
COLLEGE STATION	\$38,187.04
COLLEGE STATION	\$38,307.52
COLLEGE STATION	\$38,473.67
COLLEGE STATION	\$38,523.37
COLLEGE STATION	\$38,692.59
COLLEGE STATION	\$38,733.21
COLLEGE STATION	\$38,800.75
COLLEGE STATION	\$38,976.04
COLLEGE STATION	\$39,015.50
COLLEGE STATION	\$39,054.08
COLLEGE STATION	\$39,325.63
COLLEGE STATION	\$39,396.96
COLLEGE STATION	\$39,639.07
COLLEGE STATION	\$39,673.23
COLLEGE STATION	\$39,709.27
COLLEGE STATION	\$40,028.45
COLLEGE STATION	\$40,136.59
COLLEGE STATION	\$40,148.67
COLLEGE STATION	\$40,323.02
COLLEGE STATION	\$41,015.42
COLLEGE STATION	\$41,317.67
COLLEGE STATION	\$41,347.48
COLLEGE STATION	\$41,457.52
COLLEGE STATION	\$41,549.78
COLLEGE STATION	\$41,893.52
COLLEGE STATION	\$41,912.22
COLLEGE STATION	\$41,915.88
COLLEGE STATION	\$41,947.76
COLLEGE STATION	\$41,956.44
COLLEGE STATION	\$41,968.56
COLLEGE STATION	\$41,973.20
COLLEGE STATION	\$42,266.76

Work Location	Gross Earnings
COLLEGE STATION	\$54,077.62
COLLEGE STATION	\$54,084.54
COLLEGE STATION	\$54,439.80
COLLEGE STATION	\$54,694.72
COLLEGE STATION	\$54,707.76
COLLEGE STATION	\$54,974.36
COLLEGE STATION	\$55,387.64
COLLEGE STATION	\$55,592.38
COLLEGE STATION	\$55,875.79
COLLEGE STATION	\$56,861.58
COLLEGE STATION	\$56,974.07
COLLEGE STATION	\$57,171.66
COLLEGE STATION	\$57,913.27
COLLEGE STATION	\$58,529.62
COLLEGE STATION	\$58,844.74
COLLEGE STATION	\$59,451.00
COLLEGE STATION	\$59,745.98
COLLEGE STATION	\$60,496.16
COLLEGE STATION	\$63,373.94
COLLEGE STATION	\$64,586.66
COLLEGE STATION	\$65,342.34
COLLEGE STATION	\$65,353.54
COLLEGE STATION	\$66,603.76
COLLEGE STATION	\$67,448.13
COLLEGE STATION	\$67,724.92
COLLEGE STATION	\$68,351.42
COLLEGE STATION	\$69,530.70
COLLEGE STATION	\$69,696.66
COLLEGE STATION	\$70,223.74
COLLEGE STATION	\$72,062.11
COLLEGE STATION	\$72,991.04
COLLEGE STATION	\$73,523.45
COLLEGE STATION	\$73,742.80
COLLEGE STATION	\$74,586.40
COLLEGE STATION	\$74,926.74
COLLEGE STATION	\$81,011.70
COLLEGE STATION	\$81,934.52
COLLEGE STATION	\$83,811.40
COLLEGE STATION	\$87,386.48
COLLEGE STATION	\$88,765.24
COLLEGE STATION	\$93,611.28
COLLEGE STATION	\$95,194.64
COLLEGE STATION	\$95,993.25
COLLEGE STATION	\$101,376.92
COLLEGE STATION	\$104,426.74
COLLEGE STATION	\$106,269.22
COLLEGE STATION	\$128,608.36
COLLEGE STATION	\$142,911.62
COLLEGE STATION	\$151,314.78
COLLEGE STATION	\$156,692.24
COLLEGE STATION	\$164,084.49
COLLEGE STATION	\$169,172.89
COLLEGE STATION	\$181,192.14
COLLEGE STATION	\$181,442.12
COLLEGE STATION	\$198,153.96
COLLEGE STATION	\$254,453.11

**April 10, 2008**  
**Consent Agenda Item 2f**  
**Modification of the Note for the Santour Court Affordable Housing Development**

**To:** Glenn Brown, City Manager

**From:** David Gwin, Director of Economic and Community Development

**Agenda Caption:** Presentation, discussion and possible action on a resolution approving a modification and extension of the Note for the loan of HOME Investment Partnership (HOME) Program funds for the Santour Court Housing Tax Credit development; and authorization for the Mayor to sign the resolution.

**Recommendation(s):** Staff recommends approval of the Modification and Extension of Note Agreement, which will modify the existing Note by changing the language in paragraph 2B to allow the City to consider adjusting the interest rate on this loan at the conclusion of the tax credit compliance period.

**Summary:** On September 13, 2007 the City Council unanimously approved a resolution (#09-13-2007-2k) approving a contract for the loan of \$500,000 in HOME Investment Partnership Grant funds (Contract #08-016) for the Santour Court Housing Tax Credit development. On February 14, 2008, Council approved a modification of the note which changed the note from a 0% interest loan to an interest-bearing loan. This proposed residential development was submitted in response to RFP #07-06. The development is to be located on Santour Court, south of Eagle Avenue between Renee Lane and Lienz Lane, in Edelweiss Gartens Phase 7 Subdivision. The developer is Mr. Emanuel Glockzin of Homestead Development Group, Ltd., acting on behalf of Santour Court, Ltd. The development consists of sixteen (16) four-bedroom, brick, single-family, affordable rental homes financed with Housing Tax Credits, private loan funds, developer equity, and the City's HOME Investment Partnership Program funds.

This current note modification is made at the request of Santour Court, Ltd. to bring the note into full compliance with the tax code so that the tax credit syndication can be successfully realized. The current agreement specifies that the loan bear interest at a rate of 4.3%, or the applicable federal rate at the time the loan is funded, compounded annually until 2025. Principal and interest payments will be due on December 31, 2047, with an option to extend the maturity date for twelve more years, with additional interest.

**Budget & Financial Summary:** The funding from the City's HOME Investment Partnership Grant is \$500,000, structured as a long-term loan and repaid to the City at the end of the 40-year Housing Tax Credit affordability period. Funding was approved by the City Council in the Fiscal Year 2007-2008 Community Development One-Year Plan of Action and Budget. This note amendment will result in expected total proceeds to the City of \$1,022,829 at maturity; \$500,000 in principal, and \$522,829 in interest.

**Attachments:**

- 1 Resolution
- 2 Modification and Extension of Note Agreement

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

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A MODIFICATION AND EXTENSION OF NOTE AGREEMENT FOR THE LOAN OF HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS TO SANTOUR COURT, LTD.

WHEREAS, the City of College Station received a request from Santour Court, Ltd., an affordable rental housing development, to modify the Note for the loan of Home Investment Partnership Grant funds; and

WHEREAS, Santour Court, Ltd. has received an award from the Texas Department of Housing and Community Affairs for a tax credit allocation for the year 2007; and

WHEREAS, the City Council previously unanimously approved a resolution (#9-13-2007-2k) for this specific affordable housing development on September 13, 2007; and

WHEREAS, the City Council previously approved a resolution (#2-14-08-2g) for a Modification and Extension of Note Agreement modifying the original Note from 0% interest to 4.3% interest rate, or the Applicable Federal Rate at the time of funding of the Loan, and providing for the possibility of extending the loan term; and

WHEREAS, the construction of affordable rental housing is in accordance with the City of College Station 2005-2009 Consolidated Plan which demonstrates a need for this type development; now, therefore,

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

PART 1: That the City Council hereby approves the Modification and Extension of the Note Agreement with Santour Court, Ltd., modifying the Note to provide for the possibility that the borrower may request a change in the interest rate at the conclusion of the tax credit compliance period.

PART 2: It is found and determined that the meeting at which this Resolution passed was open to the public as required, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

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

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

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ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2008.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_

APPROVED:

E-Signed by Angela M. DeLuca  
VERIFY authenticity with ApproveIt   


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

## RENEWAL, MODIFICATION AND EXTENSION AGREEMENT

**DATE:** \_\_\_\_\_

**BORROWER:** SANTOUR COURT, LTD., A TEXAS LIMITED PARTNERSHIP

**BORROWER'S MAILING ADDRESS:** 4500 Carter Creek Parkway, Suite  
101 Brazos County  
Bryan, Texas 77802

**LENDER:** CITY OF COLLEGE STATION, TEXAS

**LENDER'S MAILING ADDRESS:** P.O. Box 9960  
Brazos County  
College Station, Texas 77842

**PLACE OF PAYMENT:** City of College Station  
1101 Texas Avenue  
Brazos County  
College Station, Texas 77842

**PRINCIPAL AMOUNT:** FIVE HUNDRED THOUSAND  
AND NO/100 DOLLARS (\$500,000.00)

**ANNUAL INTEREST RATE ON UNPAID PRINCIPAL FROM DATE:** 4.30% per annum, beginning on August 1, 2009 unless the applicable federal rate on August 1, 2009 is greater than 4.3%, then the applicable interest rate shall be the current federal rate on that date. Such interest rate shall be compounded annually until paid in full or until December 31, 2047. Applicable federal rate shall be as defined in Section 1274(d)(1) of the Internal Revenue Code, as amended.

**MATURITY DATE:** December 31, 2047

**EXTENDED MATURITY DATE OF NOTE:**  
The Note renews and extends the balance of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) that BORROWER owes on a prior note in the original

principal amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00), which is dated October 31, 2007, executed by Elaina D. Glockzin, and payable to the order of City of College Station. The prior note is more fully described in and secured by a deed of trust on the Property, which is dated October 31, 2007 and recorded in Volume 8309, Page 151, Official Records of Brazos County, Texas. Borrower acknowledges that the lien securing the prior note is valid, that it subsists against the Property and that by this agreement it is renewed and extended in full force to secure payment of the Note.

The maturity date of the Note may be further extended until December 31, 2059 upon written agreement of both parties. If both parties agree to extend the Note through December 31, 2059, interest on the then outstanding Principal and Interest total amount shall begin to accrue. Interest rate shall be 4.3% per annum, unless the applicable federal rate on the disbursement date of the loan is greater than 4.3%, then the applicable interest rate shall be the current federal rate on that date. Such interest rate shall be compounded annually until paid in full or until December 31, 2059.

**PROPERTY** (including any improvements):

Lots Fourteen (14) through Twenty-six (26), and Lots Forty (40) through Forty-two (42), Block Fourteen (14), EDELWEISS GARTENS PHASE SEVEN, an addition to the City of College Station, Brazos County, Texas, according to the Replat recorded in Volume 7960, Page 194, Official Records of Brazos County, Texas.

**1. BORROWER'S PROMISE TO PAY**

A. Purpose. This Note implements requirements applicable to assistance furnished by the City of College Station Economic and Community Development Office ("Lender") to Santour Court, Ltd., ("Borrower"). This Program is being carried out by Lender using HOME funds pursuant to Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended (42 United States Code §§ 12701 et seq.) and 24 Code of Federal Regulations Part 92. The Lender has assisted the Borrower in constructing the Property for use as an affordable rental housing development. The Lender or any authorized party who takes this Note by assignment and is entitled to receive amounts due under this Note is called the "Note Holder."

B. Obligation to Repay Principal. Borrower hereby promises to pay FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) to the order of Lender. Payment of Principal under this Note will be due on the first day of the forty-first (41st) year after the date of execution of this Note. The amount of Principal that remains outstanding shall be due and payable on the Closing Date of any Sale, as defined in Paragraph 3.A., or in the event of Default, as stated in Paragraph 4.

## 2. INTEREST

A. Interest shall accrue hereunder at the rate of four and 30/100s (4.30%) percent per annum (the "Base Rate"), compounded annually beginning on August 1, 2009 unless the applicable federal rate on August 1, 2009 is greater than 4.3%, then the applicable interest rate shall be the current federal rate on that date. Such interest rate shall be compounded annually until paid in full or until December 31, 2025. In the event of a Sale prior to the annual compounding of interest, Borrower agrees to pay a pro-rated share of interest that would have accrued to the point of Sale in that year.

B. The Borrower has the right to request that the Lender adjust the interest rate, which may be approved by the Lender in its sole discretion.

C. Payment of interest shall be deferred until maturity, and shall be due and payable on December 31<sup>st</sup>, 2047.

## 3. PAYMENT DUE ON SALE

A. Sale. For purposes of this Note, a "Sale" means any sale or transfer of the Property, or any interest therein (including a beneficial interest), from a Borrower to any other person or entity. As used herein the term Sale includes, but is not limited to, any transfer of any interest in the Property that results from the death, divorce, legal separation, or legal incapacity of a Borrower. Borrower authorizes the Note Holder, in its sole discretion, to determine whether any transfer, sale, transaction, or other event that substantially affects Borrower's or Note Holder's interests in the Property constitutes a Sale as defined herein.

B. Notice. Borrower agrees to mail, certified mail, return receipt requested, or hand deliver notice of any proposed Sale and a copy of any sales contract to the Note Holder at least fourteen (14) calendar days before the proposed Closing Date or other date on which the transfer shall become effective.

C. In the event of a Sale within the forty (40) years after the date of this Note, Borrower will pay the Principal and Interest then outstanding under Paragraphs 1.B and 2.A to the Note Holder on the Closing Date or other effective date of the transfer.

## 4. DEFAULT

A. **Events of Default.** Any of the following events shall constitute a Default under this Note, as of the date of the Notice of Default under Paragraph 4.B:

(i) **Any Transfer of the Property Other than a Sale.** Sale is defined in Paragraph 3.A. Any transfer of the Property or any interest therein (including a beneficial interest) that is not a Sale as defined in Paragraph 3.A. is a Default under this Note.

(ii) **Any Default under the Deed of Trust.**

(iii) **Borrower's Fraud or Misrepresentation.** Any willful misstatement of, or failure to disclose, a material fact by Borrower relating to his or her eligibility for assistance with respect to the Property under the Lender's program is a Default under this Paragraph. Recovery against the Borrower responsible for the fraud or misrepresentation is not limited to the proceeds of fraud or sale of the Property but may include personal judgment and execution thereon to the full extent authorized by law.

(iv) **Failure to Pay Principal Upon Sale of Property.** If, in the event of a Sale of the Property, Borrower for any reason fails to provide Notice as required under Paragraph 3.B. of this Note or fails to pay the Principal and Interest then outstanding on the Closing Date of the Sale or other effective date of the transfer as required under Paragraph 3.C., Borrower shall be in default under this Note.

**B. Notice of Default and Amount Due.** If Borrower is in Default, the Note Holder may send Borrower a written Notice of Default stating the reason Borrower is in Default and demanding immediate payment of the following: (i) the full amount of Principal and Interest then due on this Note; (ii) all of the interest that accrues on that amount pursuant to Paragraph 2 of this Note from the date of the Notice of Default until paid, and (iii) all of the Note Holder's costs and expenses reimbursable under Paragraph 4.C.

**C. Payment of Note Holder's Costs and Expenses.** If the Note Holder has provided Borrower with a Notice of Default under Paragraph 4.B., the Note Holder has the right to be repaid from the proceeds of foreclosure for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include for example, reasonable attorneys' fees.

**D. No Waiver By Note Holder.** Even if, at any time when Borrower is in Default, the Note Holder does not require Borrower to pay immediately in full under Paragraph 4.B., the Note Holder will still have the right to do so if Borrower is in Default for the same reason, or for another reason, at any later time.

**E. Interest Penalty.** Borrower agrees to pay interest at a yearly rate of ten percent (10%) per annum on the then-outstanding Principal balance of this Note from the date of any Notice of Default until paid in full or until the Default has been remedied.

## **5. GIVING OF NOTICES**

Any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the Borrower's Mailing Address above, or at a different address if Borrower gives the Note Holder written notice of a different address to the Beneficiary's mailing address as listed in the Deed of Trust.

The Note Holder further agrees to provide Borrower notice in writing of any default hereunder or under any other loan document to the addresses set forth below:

Santour Court, Ltd.  
Attn: Emanuel H. Glockzin, Jr.  
P. O. Box 3189  
Bryan, Texas 77805

with a copy to:  
Christopher J. Smitherman  
3000 Briarcrest Drive, Suite 512  
Bryan, Texas 77802

with a copy to:  
Boston Capital Corporate Tax Credit Fund  
XXIX, a Limited Partnership  
c/o Boston Capital Partners, Inc.  
One Boston Place  
Boston, Massachusetts 02108

Except as stated in Paragraph 3.B., any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the "Place of Payment" address shown on page 1 of this Note, or at a different address, if Borrower is given a notice of that different address.

## **6. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed from the proceeds of a Sale of the Property. Any person who is a guarantor, surety or endorser of this Note is also obligated to the same extent. Any person who takes over these obligations including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all signers, successors, guarantors, sureties, or endorsers together.

## **7. WAIVERS**

Borrower and any other person who has obligations under this Note waive the rights of Presentment and Notice of dishonor. "Presentment" means the right to require that the Note Holder formally demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

## **8. SENIOR LIENS**

The indebtedness evidenced by this Note is subordinate in all respects to the indebtedness evidenced by one or more notes payable to one or more Senior Lien Holders, which notes are secured by the following "Senior Lien":

A first and superior Deed of Trust dated October 31, 2007, filed for record in the Official Records of the Office of the County Clerk of Brazos County on October 31, 2007, under Clerk's File Number 00980706 from Santour Court, Ltd., to Gail Kolle Hoad, Trustee, for the benefit of First Victoria National Bank, securing a Promissory Note of even date therewith, in the principal amount of \$750,000.00, from Santour Court, Ltd., and payable to the order of First Victoria National Bank, as provided therein.

## **9. DEED OF TRUST**

In addition to the protections given to the Note Holder under this Note, a Deed of Trust dated the same date as this Note and subordinate to any Senior Liens described above, secures this Note. The subordinate Deed of Trust describes the conditions under which the Borrower may be required to make immediate payment in full of all amounts owed under this Note. One of those conditions, as set forth therein, is as follows:

### **Transfer of the Property**

If all or any part of the Property or any interest in it (including a beneficial interest) is sold or transferred without notice to the Note Holder and compliance with the terms of the Note and this Deed of Trust, the Note Holder will require immediate payment in full of all sums secured by this Deed of Trust. In the event of such a sale, or in the event of any other Default under the Note or the Deed of Trust, the Note Holder may give the Borrower Notice of Default and acceleration under Paragraph 4 of the Note.

## **10. RELEASE AND SATISFACTION**

This Note shall be deemed satisfied and Borrower shall be entitled to a release of the Deed of Trust upon payment of a reasonable fee, as determined by the Note Holder, for preparation and recordation of the release under any of the circumstances: (a) if upon

the Closing Date or other effective date of a Sale in accordance with Paragraph 3, the then-outstanding Principal and Interest balance is paid in full; (b) upon payment of all amounts due upon Default under Paragraph 4.

**11. COMPLIANCE WITH ENVIRONMENTAL LAWS**

Borrower agrees to comply with all applicable environmental laws and authorities.

**12. MAINTENANCE OF PROPERTY**

The Property must be maintained to meet all applicable City codes, including community appearance standards and code enforcement ordinances.

**13. GOVERNING LAW**

This Note and the Deed of Trust shall be governed by the law of the State of Texas. Venue shall lie with a court of competent jurisdiction in Brazos County, Texas.

The Note and the Deed of Trust Documents continue as written, except as provided in this agreement.

Borrower acknowledges and agrees that this Renewal, Modification and Extension Agreement will not be considered a novation of account or a new contract but that all rights, titles, powers, liens, security interests, and estates created by the prior note and deed of trust securing it constitute a valid and subsisting lien against the Property. Borrower also acknowledges that by this Agreement Lender and Lender's heirs, successors, and assigns are subrogated to all rights, titles, powers, security interests, and liens that accrued to the original holder and owner of the prior note.

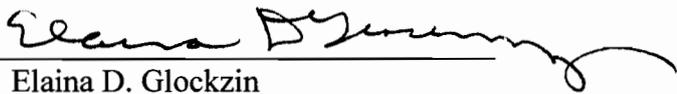
EXECUTED this \_\_\_\_\_ of \_\_\_\_\_, 2008.

SANTOUR COURT, LTD.,  
a Texas limited partnership

**CITY OF COLLEGE STATION**

By: Pinnacle Homestead Management, Inc., a Texas corporation, its sole general partner,

By: \_\_\_\_\_  
BEN WHITE, MAYOR

By:   
Name: Elaina D. Glockzin  
Title: President

ATTEST:

\_\_\_\_\_  
Connie Hooks, City Secretary

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

*Angela M DeLuca*  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Financial Director

\_\_\_\_\_  
Date

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 28th day of March, 2008, by Elaina D. Glockzin, President of Pinnacle Homestead Management, Inc., a Texas corporation, as Sole General Partner of Santour Court, Ltd., a Texas limited partnership, on behalf of said partnership.

*Diane Noble*  
\_\_\_\_\_  
Notary Public



THE STATE OF TEXAS   §  
                                  §       ACKNOWLEDGMENT  
COUNTY OF BRAZOS   §

This instrument was acknowledge before me on the \_\_\_\_ day of March, 2008, by BEN WHITE, as Mayor of the CITY OF COLLEGE STATION, a Texas Home Rule Municipal Corporation, on behalf of said municipality.

\_\_\_\_\_  
Notary Public

**PREPARED IN THE OFFICE OF:  
DOCUMENT TO:**  
City of College Station  
Legal Department  
P.O. Box 9960  
College Station, Texas 77842-9960

**RETURN ORIGINAL**  
  
City of College Station  
Legal Department  
P.O. Box 9960  
College Station, Texas 77842-9960

**April 10, 2008**  
**Consent Agenda Item 2g**  
**Church Avenue Phase II Construction**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, Director of Capital Projects

**Agenda Caption:** Presentation, possible action, and discussion regarding a resolution approving a construction contract, including Alternate "A", with Brazos Valley Services in the amount of \$1,065,521.45 for the Church Avenue Phase II project.

**Recommendation(s):** Staff recommends award to the lowest responsible bidder meeting specifications, Brazos Valley Services, in the amount of \$1,065,521.45.

**Summary:** On February 14, 2008, Mr. Mark Smith delivered a presentation to the Council summarizing the scope of this project and requested Council approval to proceed with the advertisement for construction bids. Three bids were received in response to a bid solicitation for this project. The bid tab is attached. The engineer's estimate was \$1,125,000.00. The contract allows 150 calendar days for completion of the project. The anticipated construction start date is May 12, 2008. Consequently, the substantial completion date for the project is October 8, 2008.

**Budget & Financial Summary:** The total budget for this project is \$1,841,376.00 (\$1,687,063.00 in the Streets Capital Projects Fund, \$51,000.00 in the Water Capital Fund, and \$103,313.00 in the Wastewater Capital Fund).

**Attachments:**

1. Resolution
2. Bid Tab
3. Location Map

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE CHURCH AVENUE PHASE II PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.**

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Church Avenue Phase II Project; and

WHEREAS, the selection of Brazos Valley Services is being recommended as the lowest responsible bidder for the construction services related to the Church Avenue Phase II 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 Brazos Valley Services is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Brazos Valley Services, including Alternate "A", for \$1,065,521.45 for the labor, materials and equipment required for the improvements related to the Church Avenue Phase II Project.

PART 3: That the funding for this Contract shall be as budgeted from the Streets Capital Fund, the Water Capital Fund, and the Wastewater Capital Fund, in the amount of \$1,065,521.45.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2008.

ATTEST:

APPROVED:

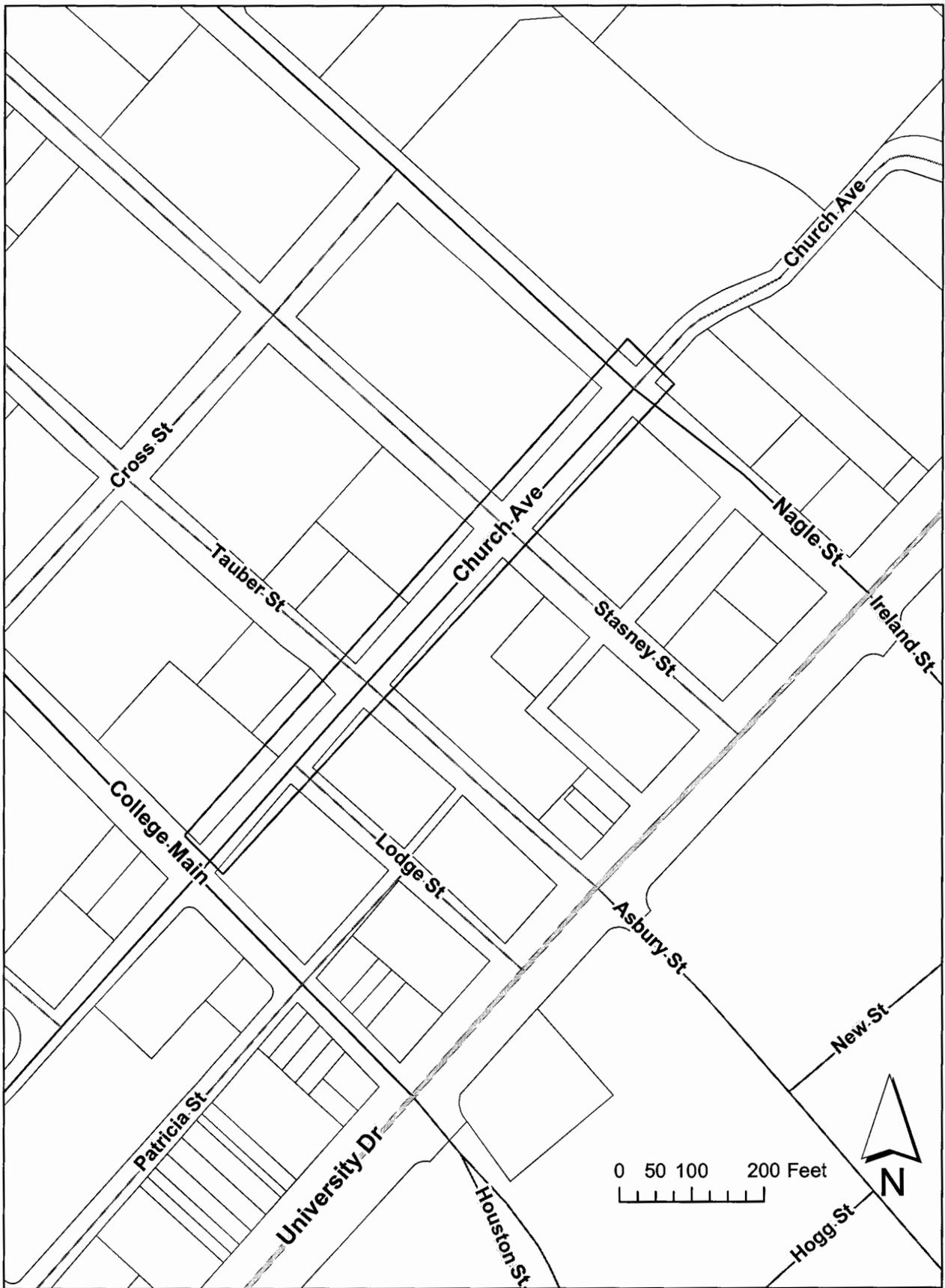
\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
MAYOR

APPROVED:



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



**BID # 08-44  
CHURCH AVENUE PHASE II**

ITEM #	QTY	UNIT	DESCRIPTION	Brazos Valley Services 979-846-3136		Knife River 979-361-2900		Dudley Construction 979-776-2135	
				Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price
<b>GENERAL ITEMS:</b>									
1	1	LS	Mobilization	32,000.00	32,000.00	82,000.00	82,000.00	30,355.00	30,355.00
2	1	LS	Barricades, Signs, Traffic Handling & Traffic Control Plan	24,000.00	24,000.00	33,000.00	33,000.00	31,172.51	31,172.51
3	1	LS	Prepare Right of Way & Required Demolition	75,000.00	75,000.00	80,000.00	80,000.00	97,514.23	97,514.23
4	1	LS	Erosion & Sedimentation Control	3,000.00	3,000.00	5,100.00	5,100.00	6,070.88	6,070.88
5	1395	LF	Trench Safety	1.00	1,395.00	1.00	1,395.00	1.21	1,687.95
6	1	LS	Relocation of Private Irrigation Systems	2,500.00	2,500.00	2,200.00	2,200.00	3,035.44	3,035.44
7	43	LF	Remove and Replace Existing Chain Link Fence	20.00	860.00	43.00	1,849.00	39.14	1,683.02
8	1	LS	As-Built Survey	4,000.00	4,000.00	550.00	550.00	3,272.43	3,272.43
9	1	LS	Wesley Parking Temporary Drive	1,000.00	1,000.00	1,000.00	1,000.00	2,507.47	2,507.47
<b>STREET &amp; PAVEMENT ITEMS:</b>									
10	4578	SY	6 Lime Stabilized Sub-Grade	4.00	18,312.00	6.30	28,841.40	3.04	13,917.12
11	1118	SY	2 Lime Stabilized Sub-Grade	2.50	2,795.00	4.50	5,031.00	1.62	1,811.16
12	883	SF	4' Sidewalk Pavement	4.00	3,532.00	3.90	3,443.70	4.64	4,097.12
13	1863	SF	Asphalt Pavement Transition	4.00	7,452.00	6.10	11,364.30	10.79	20,101.77
14	105	LF	Stab on Curb	10.00	1,050.00	8.50	892.50	8.72	915.60
15	3124	SY	7 Concrete Pavement	38.00	118,712.00	44.00	137,456.00	49.66	155,137.84
16	1799	SF	Diagonal Ramp	4.00	7,196.00	12.00	21,588.00	12.91	23,225.09
17	166	SF	Curbed Ramp	4.00	664.00	12.00	1,992.00	5.12	849.92
18	1429	SY	Brick Paver Sidewalk with 5' Concrete# 3 Bars Underlayment	92.00	131,468.00	88.00	125,752.00	148.30	211,920.70
19	583	SY	Brick Paver Crosswalk with Pavers 5 Concrete # 4 Bars Underlayment	92.00	53,636.00	88.00	51,304.00	144.18	84,056.94
20	1184	SF	7' Concrete Driveway	4.25	5,032.00	5.90	6,985.60	41.68	49,349.12
<b>DRAINAGE ITEMS:</b>									
21	5	LF	12SDR 26 D3034 PVC Pipe with Structural Backfill	50.00	250.00	190.00	950.00	32.95	164.75
22	91	LF	18CI IIIIRCP with Structural Backfill	70.00	6,370.00	62.00	5,642.00	65.65	5,974.15
23	84	LF	21 CI IIIIRCP with Structural Backfill	76.00	6,384.00	65.00	5,460.00	66.10	5,552.40
24	302	LF	24CI IIIIRCP with Structural Backfill	76.00	22,952.00	69.00	20,838.00	60.85	18,376.70
25	219	LF	30' CI III RCP with Structural Backfill	87.00	19,053.00	79.00	17,301.00	77.21	16,908.99
26	103	LF	36CI IIIIRCP with Structural Backfill	152.00	15,656.00	93.00	9,579.00	132.40	13,637.20
27	67	LF	2' Wide Concrete Trench with Frame & Top	60.00	4,020.00	130.00	8,710.00	112.89	7,563.63
28	26	LF	30 Wide Concrete Trench with Frame & Top	75.00	1,950.00	170.00	4,420.00	166.44	4,327.44
29	1	EA	Special Flume	500.00	500.00	500.00	500.00	1,754.55	1,754.55
30	1	EA	18 RCP Plug	250.00	250.00	250.00	250.00	210.61	210.61
31	2	EA	21 RCP Plug	250.00	500.00	250.00	500.00	210.61	421.22
32	1	EA	10' Std. Recessed Inlet	3,500.00	3,500.00	3,200.00	3,200.00	5,927.53	5,927.53
33	1	EA	10' Special Recessed Inlet	4,000.00	4,000.00	4,400.00	4,400.00	5,927.53	5,927.53
34	1	EA	24Junction Box	2,000.00	2,000.00	2,500.00	2,500.00	1,238.81	1,238.81
35	2	EA	36Junction Box	2,500.00	5,000.00	2,800.00	5,600.00	1,610.30	3,220.60
36	3	EA	44Junction Box	2,500.00	7,500.00	3,100.00	9,300.00	2,724.76	8,174.28
37	1152	LF	4 Sch 40 PVC Tree Drain w/fittings appurtanences including perforated section etc. w/Structural Backfill	15.00	17,280.00	24.00	27,648.00	51.73	59,592.96
38	1	EA	24Junction Box with V-5724-2 (EJIW) Grate	2,500.00	2,500.00	2,500.00	2,500.00	987.29	987.29

<b>WATER LINE ITEMS:</b>									
39	146	LF	8 C909 CI 200 PVC Water Line with Structural Backfill	96.00	14,016.00	69.00	10,074.00	53.99	7,882.54
40	50	LF	6 C909 CI 200 PVC Water Line with Structural Backfill	96.00	4,800.00	67.00	3,350.00	48.13	2,406.50
41	16	LF	2 ASTM D2241 CI 200 PVC Water Line with Structural Backfill	30.00	480.00	63.00	1,008.00	34.69	555.04
42	1	EA	Adjust Fire Hydrant	2,000.00	2,000.00	1,300.00	1,300.00	2,457.73	2,457.73
43	3	EA	12x 8" Tapping Sleeve and Valve	3,700.00	11,100.00	3,000.00	9,000.00	3,007.64	9,022.92
44	35	LF	1.5Water Service with Structural Backfill	42.00	1,470.00	75.00	2,625.00	28.24	988.40
45	1	EA	8 XI.5"Tapped Tee	300.00	300.00	500.00	500.00	483.14	483.14
46	1	EA	8 x2" M.J. Tapped Cap	200.00	200.00	220.00	220.00	483.14	483.14
47	2	EA	8 x 6" M.J. Reducer	300.00	600.00	200.00	400.00	445.99	891.98
48	8	EA	8 x 45 M.J. Bend	400.00	3,200.00	280.00	2,240.00	483.14	3,865.12
49	3	EA	Live Connect to Ex. Water Line	1,500.00	4,500.00	1,900.00	5,700.00	2,750.68	8,252.04
50	4	EA	6 x 45 M.J. Bend	350.00	1,400.00	240.00	960.00	427.42	1,709.68
51	1	EA	6 x 90 M.J. Anchor Bend	350.00	350.00	250.00	250.00	445.99	445.99
52	3	EA	8 M.J. Gate Valve & Box	1,100.00	3,300.00	850.00	2,550.00	1,040.37	3,121.11
53	2	EA	2 x 45 M.J. Bend	100.00	200.00	210.00	420.00	421.23	842.46
54	3	EA	6 MJ Plug	150.00	450.00	180.00	540.00	123.09	369.27
55	2	EA	2 MJ Plug	100.00	200.00	150.00	300.00	252.74	505.48
56	1	LS	Lower Exsisting 12" Water Line	11,400.00	11,400.00	4,800.00	4,800.00	2,059.89	2,059.89
<b>SEWER LINE ITEMS:</b>									
57	5	EA	4' Std Sewer Manhole	2,500.00	12,500.00	3,900.00	19,500.00	1,213.69	6,068.45
58	221	LF	8 D3034 SDR 26 PVC Sewer Line with Structural Backfill	116.00	25,636.00	87.00	19,227.00	75.06	16,588.26
59	370	LF	6D3034 SDR 26 PVC Sewer Line with Structural Backfill	114.00	42,180.00	88.00	32,560.00	50.73	18,770.10
60	3	EA	6 Plug	50.00	150.00	140.00	420.00	8.26	24.78
61	25	LF	4 D3034 SDR 26 PVC Sewer Service Line with Structural Backfill	50.00	1,250.00	89.00	2,225.00	47.62	1,190.50

LIGHTING ITEMS:									
62	2	EA	CSUM6-6 -Consists of Labor and Materials necessary to install one (1) 518 x 8 copper clad ground rod, complete with suitable clamp	58.00	116.00	56.00	112.00	61.83	123.66
63	24	EA	DL-CFA -Consists of Labor and Materials necessary to install one (1) streetlight foundation	575.00	13,800.00	560.00	13,440.00	614.37	14,744.88
64	24	EA	DSL-14 -Consists of Labor and Materials necessary to install one (1) 14' decorative streetlight. Bronze streetlight fixture to be HADCO #R33BAEEIHGRDIOOHE with 100 Watt Metal Halide bulb and either DARK TO LIGHT photocell #D-120 or SUN-TECH photocell #I20-I .O-STMBK. 14' Bronze streetlight pole to be HADCO #P1791-14H. Use RAYCHEM connectors #GELCAP-CCS-SL-210 0 and HOMAC Flood Seal Fuse Holder #SLK-M with BUSS Fuse UFNM-20	2,493.00	59,832.00	2,400.00	57,600.00	645.75	15,498.00
65	N/A	N/A	Trench Detail 7" -Consists of Labor and Materials necessary to install one (1) lineal foot of trenching in soil, measured parallel to the surface of the ground, including the excavation, backfilling and compacting. This unit includes all materials and labor required in the repair and/or replacement of streets, roads, drives, fences, lawns, shrubbery, water mains, pipes, pipelines, and contents, underground power and telephone facilities, buried sewage and drainage facilities, and any other property damaged by the trenching, except as specifically provided for in other units. This unit does not include underground cable or conduit facilities installed in the trench, when required. Caution tape is to be installed one (1) foot below ground level, and the last six (6) inches of trench backfill, plus 4-6 " of mounding backfill for settling allowance, shall be sandy loam topsoil. See MEI-6644 for number and size of conduits which will be installed in the trench. 7" " desigeype of trench visually described on drawing.						
66	926	LF	Trench Detail A" -See above description.	19.50	18,057.00	20.00	18,520.00	20.84	19,297.84
67	5	LF	Trench Detail B" -See above description.	41.00	205.00	40.00	200.00	44.20	221.00
68	107	LF	Trench Detail C" -See above description.	38.85	4,156.95	38.00	4,066.00	41.89	4,482.23
69	5	LF	Trench Detail D" -See above description.	63.00	315.00	62.00	310.00	67.99	339.95
70	20	LF	Trench Detail E" -See above description.	50.00	1,000.00	49.00	980.00	53.91	1,078.20
71	774	LF	Trench Detail F" -See above description.	28.00	21,672.00	27.00	20,898.00	29.70	22,987.80
72	51	LF	Trench Detail G" -See above description.	33.25	1,695.75	33.00	1,683.00	35.76	1,823.76
73	43	LF	Trench Detail H" -See above description.	31.85	1,369.55	31.00	1,333.00	34.34	1,476.62
74	600	LF	UD#12-2 Cu -Consists of Labor and Materials necessary to install one (1) lineal foot of two (2) runs of #12 THWN Copper wire in conduit. Wire to be installed in Streetlight Poles.	2.00	1,200.00	2.00	1,200.00	2.14	1,284.00
75	2005	LF	UD#6-2 Cu -Consists of Labor and Materials necessary to install one (1) lineal foot of two (2) runs of #6 THWN Copper wire in conduit.	3.30	6,616.50	3.20	6,416.00	3.57	7,157.85
76	1	EA	UM-K1 -Consists of Labor necessary to install one (1) 4' L x 8' W x 4' D (interior dimensions) quickset pull box.	1,725.00	1,725.00	1,700.00	1,700.00	1,849.19	1,849.19
77	1	EA	UM-MH (5'x7'x7') -Consists of Labor and Materials necessary to install one (1) 5' L x 7' W x 7' D (interior dimensions) quickset manhole. (if necessary)	12,506.00	12,506.00	12,000.00	12,000.00	13,496.78	13,496.78
78	1	EA	UM1-6C-SW -Consists of Labor and Materials necessary to install one (1) 76" x 82" x 24" x 7" Pad-Mounted Switchgear Concrete Pad Assembly.	3,227.00	3,227.00	3,200.00	3,200.00	3,482.26	3,482.26
79	1874	LF	foot of one (1) one (1) inch. electrical grade schedule 40 PVC conduit, installed in place in a trench. This unit includes all PVC fittings. PVC 90 degree long sweep conduit elbows, connection materials, etc. required for installation of the conduit. This unit also includes the installation of a flat polyester pull rope for installation of the cable or conductor.	2.00	3,748.00	2.00	3,748.00	2.16	4,047.84

80	5	LF	UM50-P-2 -Consists of Labor and Materials necessary to install one (1) lineal foot of one (1) two (2) inch, electrical grade schedule 40 PVC conduit, installed in place in a trench. This unit includes all PVC fittings, PVC 90 degree long sweep conduit elbows, connection materials, etc. required for installation of the conduit. This unit also includes the installation of a flat polyester pull rope for installation of the cable or conductor.	4.00	20.00	4.00	20.00	4.25	21.25
81	2118	LF	UM50-P-4 -Consists of Labor and Materials necessary to install one (1) lineal foot of one (1) four (4) inch, electrical grade schedule 40 PVC conduit, installed in place in a trench. This unit includes all PVC fittings, PVC 90 degree long sweep conduit elbows, connection materials, etc. required for installation of the conduit. This unit also includes the installation of a flat polyester pull rope for installation of the cable or conductor.	6.10	12,919.80	6.00	12,708.00	6.56	13,894.08
<b>LANDSCAPE ITEMS:</b>									
82	514	CY	CIU Soil. Complete and In Place. including removal of existing soil.	147.00	75,558.00	125.00	64,250.00	153.08	78,683.12
83	19	EA	Tree Grate -Parkway Collection Model #R-8738-A1 by Neenah Foundry Company.	1,225.00	23,275.00	1,200.00	22,800.00	1,510.77	28,704.63
84	20	EA	4 caliper or larger 'HighRise" Live Oak or approved equal	1,050.00	21,000.00	1,000.00	20,000.00	1,688.25	33,765.00
85	10502	SF	Sodding	0.45	4,725.90	0.38	3,990.76	0.43	4,515.86
86	1110	SF	Asian Jasmine	3.00	3,330.00	2.60	2,886.00	2.97	3,296.70
87	1	LS	Irrigation System, including water meter and tie to water system.	6,500.00	6,500.00	6,100.00	6,100.00	7,496.08	7,496.08
<b>MISCELLANEOUS ITEMS:</b>									
88	1	LS	Signage / Striping	2,000.00	2,000.00	1,500.00	1,500.00	910.63	910.63
<b>Total Base Bid:</b>				<b>\$1,055,521.45</b>		<b>\$1,132,872.26</b>		<b>\$1,276,305.68</b>	
<b>BID ALTERNATE "A":</b>									
89	500	CY	Select Fill surrounding existing trees	20.00	10,000.00	25.00	12,500.00	22.29	11,145.00
<b>Total Bid Alternate "A":</b>				<b>\$10,000.00</b>		<b>\$12,500.00</b>		<b>\$11,145.00</b>	

**GRAND TOTAL: (Bid Alternate "A" + Base Bid)    \$1,065,521.45            \$1,145,372.26            \$1,287,450.68**

**April 10, 2008**  
**Consent Agenda Item 2h**  
**A Resolution Approving an Advanced Funding Agreement with the Texas**  
**Department of Transportation for the**  
**Wellborn Road Landscape/Hardscape Improvements**

**To:** Glenn Brown, City Manager

**From:** Marco A. Cisneros, Director, Parks and Recreation

**Agenda Caption:** Presentation, possible action, and discussion on a Resolution of the City Council of College Station, Texas, approving an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) to install, as part of the Wellborn Road widening project, landscape and hardscape improvements on Wellborn Road (F.M. 2154) from 0.36 miles south of F.M. 2818 to 0.6 miles south of S.H. 40 in an amount not to exceed \$92,984.00.

**Recommendation(s):** Staff recommends approval of the Resolution in the amount of \$92,984.00.

**Summary:** Staff has worked with Maury Jacob, Bryan District Landscape Architect, to develop plans for landscape and hardscape improvements to be included along the F.M 2154 (Wellborn Road) widening project. This TXDot project will start 0.36 miles south of F.M. 2818, and end 0.6 miles south of S.H. 40 (William D. Fitch Parkway). The majority of the landscape and hardscape improvements will be located in raised medians. However, there will also be some improvements at Hanover Street and on the east side of Wellborn Road south of South Graham Road.

The roadway will be increased to two lanes each direction with a raised center median. On August 23, 2007, City Council approved a Resolution authorizing funds to assist in the Right of Way acquisition for this project.

This AFA is for cost participation by the city in the design and construction of the landscape and hardscape elements, and also indicates that the city will take over maintenance responsibilities in the future.

TXDot is slated to begin the construction of this project in August-October 2008. The estimated length of construction is two and half to three years, with the landscape elements being one of the last items installed. The TXDot contract includes a one year establishment period followed by a 1 year maintenance period. The city would take over maintenance responsibilities sometime in the spring of 2012.

**Budget & Financial Summary:** The estimated local participation costs for this project is \$92,984.00. Funds for this project were not included in the FY08 Capital Projects Budget. However, the funds are available in the Streets Capital Improvement Projects fund balance. If approved, appropriations in the amount of \$92,984 will be included on a future FY08 budget amendment. These funds would need to be deposited into TXDot accounts no later than the third week of May 2008.

**Attachments:**

- 1) Resolution No. \_\_\_\_\_
- 2) Wellborn Road Widening TxDOT Advance Funding Agreement
- 3) Project location map

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING THE MAYOR TO SIGN AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR LANDSCAPING AND HARDSCAPING IMPROVEMENTS RELATED TO THE WELLBORN ROAD WIDENING PROJECT.**

WHEREAS, the Texas Department of Transportation, hereinafter referred to as the “State”, is developing plans to widen FM 2154 (Wellborn Road) from FM 2818 to just south of SH 40 (the “Wellborn Road Widening Project” or “Project”); and

WHEREAS, the Project includes plans to install landscaping and hardscaping within the right of way of Wellborn Road; and

WHEREAS, the State and the City of College Station will equally divide the costs associated with the landscape and hardscape improvements related to the Project under the terms and conditions set out in an Advanced Funding Agreement; now, therefore,

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

PART 1: That the City Council of the City of College Station, Texas, hereby approves the Advance Funding Agreement for the cost participation by the City in the design and construction of the landscape and hardscape elements of the Wellborn Widening Project.

PART 2: That the City Council of the City of College Station hereby authorizes the Mayor to sign the Advance Funding Agreement.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2007.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:



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

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT  
ADVANCE FUNDING AGREEMENT**

**for the**

**Installation and Funding of Landscape and Hardscape Improvements**

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

**WITNESSETH**

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

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

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

**WHEREAS**, the Texas Transportation Commission passed Minute Orders 109460, 109862 and 110266 for FM 2154, authorizing the State to undertake and complete a highway improvement generally described as the widening of a non-freeway facility; and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated \_\_\_\_\_ which is attached hereto and made a part hereof as Attachment "A" for the construction of landscape and hardscape aesthetic enhancements at the location shown on the Map in Attachment "B" hereinafter referred to as the Project.

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

## AGREEMENT

### 1. Period of the Agreement

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

### 2. Scope of Work

The Local Government and the State have agreed to share the cost of placing landscaping along the Project, including landscaping and enhancements to hardscape elements planned for the project to widen FM 2154 (CSJ 0540-04-044) from 0.36 mile south of FM 2818 to 0.6 mile south of SH 40. The location of this work is shown on Attachment "B". The cost of this work will be shared equally by the Local Government and the State.

### 3. Local Project Sources and Uses of Funds

- a. The total estimated cost of the Project is shown in the Project Budget - Attachment "C" which is attached hereto and made a part hereof. The expected cash contributions from the federal or State government, the Local Governments, or other parties is shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. Any work done prior to federal authorization will not be eligible for reimbursement. It is the Local Government's responsibility to verify that the Federal Letter of Authority has been issued for the work covered by this Agreement.
- b. This project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- c. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- d. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement.
- e. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the project.

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

- f. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- g. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
- h. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.
- i. The State will not pay interest on any funds provided by the Local Government.
- j. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local project, unless this Agreement is terminated at the request of the Local Government prior to completion of the project.
- k. If the project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment "C" will clearly state the amount of the fixed price or the incremental payment schedule.
- l. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- m. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

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

**4. Termination of this Agreement**

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

- a. the Agreement is terminated in writing with the mutual consent of the parties;
- b. the Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- c. the Local Government elects not to provide funding after the completion of preliminary engineering, specifications and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project.

**5. Amendments**

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

**6. Remedies**

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

**7. Utilities**

The State shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures.

**8. Environmental Assessment and Mitigation**

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

- a. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- b. The State is responsible for the cost of any environmental problem's mitigation and remediation in accordance with applicable State laws, regulations, rules, policies, and procedures.
- c. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- d. The State is responsible for the preparation of the NEPA documents required for the environmental clearance of this project.

- e. The State shall obtain written certification from appropriate regulatory agency(ies) that identified environmental problems have been remediated.

**9. Compliance with Texas Accessibility Standards and ADA**

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

**10. Architectural and Engineering Services**

The State has responsibility for the performance of architectural and engineering services.

The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*, and the special specifications and special provisions related thereto.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases.

Professional services contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

**11. Construction Responsibilities**

- a. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- b. The State will use its approved contract letting and award procedures to let and award the construction contract.
- c. Prior to their execution, the Local Government will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.
- d. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

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

**12. Project Maintenance**

The Local Government shall be responsible for maintenance of the completed Project in accordance with the current municipal maintenance agreement or landscape maintenance agreement in effect at the time the maintenance is required. Failure of the Local Government to adequately maintain those elements under its responsibility may result in their removal by the State.

**13. Right of Way and Real Property**

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

**14. Notices**

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

<b>Local Government:</b>	<b>State:</b>
Glenn Brown, City Manager City of College Station P.O. Box 9960 College Station, TX 77842-9960	Bryan Alan Wood, P.E. Bryan District Engineer 1300 North Texas Avenue Bryan, TX 77803-2760

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party.

Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**15. Legal Construction**

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

**16. Responsibilities of the Parties**

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

**17. Ownership of Documents**

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

**18. Compliance with Laws**

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

**19. Sole Agreement**

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

**20. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

**21. Procurement and Property Management Standards**

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

**22. Inspection of Books and Records**

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

**23. Office of Management and Budget (OMB) Audit Requirements**

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

**24. Civil Rights Compliance**

The Local Government shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**25. Disadvantaged Business Enterprise Program Requirements**

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

**26. Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification in accordance with Title 49 CFR Part 29 (Debarment and Suspension).

**27. Lobbying Certification**

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the individual projects and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**28. Insurance**

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

**29. Signatory Warranty**

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

**IN TESTIMONY HEREOF**, the parties hereto have caused these presents to be executed in duplicate counterparts.

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Name

Ben White, Mayor, City of College Station  
Printed Name and Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Connie Hooks, City Secretary

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

APPROVED:

\_\_\_\_\_  
City Manager

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

Carla A Robinson  
\_\_\_\_\_  
City Attorney

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

\_\_\_\_\_  
Chief Financial Officer

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

**THE STATE OF TEXAS**

Executed for the Executive Director 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.

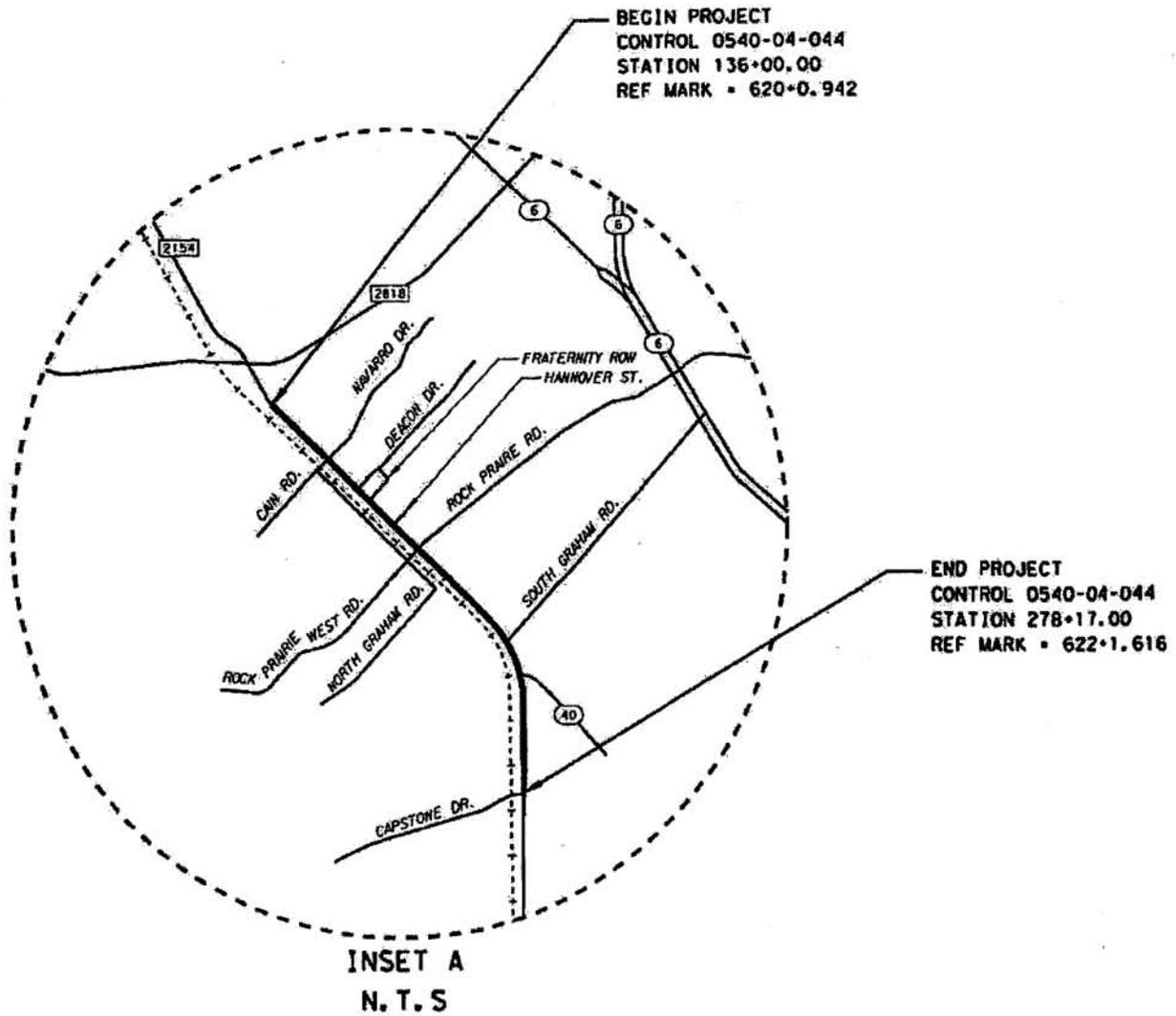
\_\_\_\_\_  
Janice Mullenix  
Director of Contract Services  
Texas Department of Transportation

\_\_\_\_\_  
Date

**ATTACHMENT A**  
**Resolution or Ordinance**

# ATTACHMENT B

## Location Map Showing Project



**ATTACHMENT C**  
**Project Budget and Description**

The Local Government and the State have agreed to share the cost of placing landscaping along the Project, including landscaping and enhancements to hardscape elements planned for the project to widen FM 2154 (CSJ 0540-04-044) from 0.36 mile south of FM 2818 to 0.6 mile south of SH 40. The cost of this work will be shared by the Local Government and the State as shown below. The Local Government and State have estimated the project cost as follows:

**Landscape and Hardscape Improvements to FM 2154 (CSJ 0540-04-044)**

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
<b>ESTIMATED COSTS</b>							
Design (provided by the State, based on 6% of the estimated construction cost)	\$9,456	0%	\$0	50%	\$4,728	50%	\$4,728
Construction Cost	\$157,600	40%	\$63,040	10%	\$15,760	50%	\$78,800
Direct State Costs (including construction engineering, inspection and contingencies, based on 12% of the estimated construction cost)	\$18,912	0%	\$0	50%	\$9,456	50%	\$9,456
Indirect State Costs (no local participation required except for service projects)	Waived	n/a	\$0	n/a	\$0	n/a	\$0
<b>TOTAL</b>	<b>\$185,968</b>		<b>\$63,040</b>		<b>\$29,944</b>		<b>\$92,984</b>

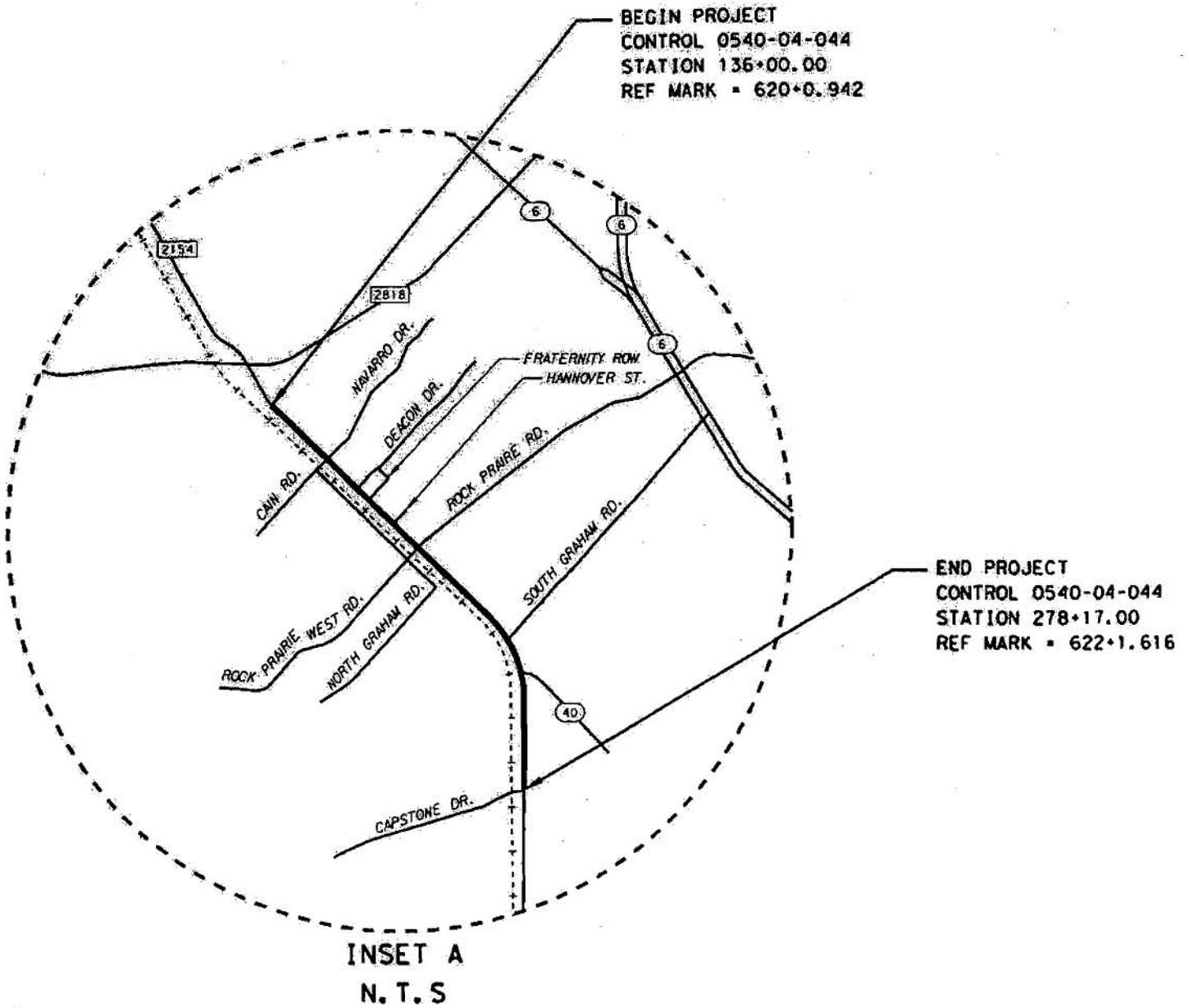
The 50% State participation in the Construction Cost reflects the overall project participation of 80% federal – 20% state. Direct State Cost will be based on actual charges.

**The total estimated Local Government's Participation = \$92,984.**

It is further understood that the State will include only those items for the improvements as requested and required by the Local Government. This is an estimate only; final participation amounts will be based on actual charges to the project.

# ATTACHMENT B

## Location Map Showing Project



April 10, 2008

Consent Agenda Item 2i

Contract for Water and Wastewater Taps

To: Glenn Brown, City Manager

From: David Coleman, Director of Water Services

**Agenda Caption:** Presentation, discussion, and possible action on a resolution to award construction contract #08-147 for \$349,000 to Elliot Construction for installation of new water and wastewater service connection taps.

**Recommendation:** Staff recommends approval

**Summary:** This contract is for the construction of approximately 650 new water service connections and 600 new wastewater service connections throughout the City of College Station. The installation of water and wastewater service connections by a qualified contractor will enable Water Services Department personnel to redirect 8,200 man-hours to other required maintenance items.

Sealed competitive bids were received from two companies, and Elliot Construction, Inc. was the lowest qualified responsible bidder at \$349,000. Please see attached bid tab.

**Budget & Financial Summary:** Funds are budgeted and available in the Water and Wastewater Funds.

**Attachments:**

Bid Tabulation  
Resolution

ANNUAL AGREEMENT FOR WATER AND SANITARY SEWER LINE TAPS  
 BID TABULATION #08-41  
 WATER/WASTEWATER DIVISION

ITEM NO.	EST. QUANT.	UNIT	Description	Elliott Construction		Brazos Valley Services	
				Unit Price	Item Total	Unit Price	Item Total
1	500	taps	Water tap - 0 - 6' deep	265.00	132,500.00	270.00	135,000.00
2	100	taps	Water tap - 6' - 10' deep	275.00	27,500.00	295.00	29,500.00
3	50	taps	Water tap - 10' + deep	275.00	13,750.00	295.00	14,750.00
4	450	taps	Sewer tap - 0 - 6' deep	275.00	123,750.00	280.00	126,000.00
5	100	taps	Sewer tap - 6' - 10' deep	340.00	34,000.00	335.00	33,500.00
6	50	taps	Sewer tap - 10' + deep	350.00	17,500.00	345.00	17,250.00
<b>Grand Total</b>					<b>\$349,000.00</b>		<b>\$356,000.00</b>

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE WATER AND WASTEWATER TAP INSTALLATION PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.**

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Water & Wastewater Tap Installation Project; and

WHEREAS, the selection of Elliot Construction, Inc. is being recommended as the lowest responsible bidder for the construction services related to water and sewer tap construction services; 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 Elliot Construction, Inc. is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Elliot Construction, Inc. for \$ 349,000.00 for the labor, materials and equipment required for the improvements related to the Water and Sewer Tap Construction Project.

PART 3: That the funding for this Project shall be as budgeted from the Water and Sewer Fund, Water Services Department, in the amount of \$349,000.00.

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

ADOPTED this 10th day of April, A.D. 2008.

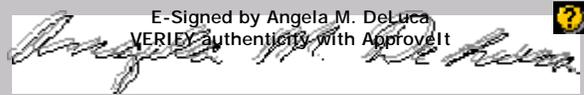
ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:

E-Signed by Angela M. DeLuca  
VERIFY authenticity with ApproveIt   


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

**April 10, 2008**  
**Consent Agenda Item 2j**  
**Annual Price Agreement for the Purchase of Cover Stone, Trap Rock**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Presentation, possible action and discussion regarding approval of an annual price agreement with Vulcan Materials Company in an amount not to exceed \$217,500 for cover stone, trap rock for the maintenance of streets.

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

**Summary:** Vulcan Materials Company was the lower of two bids received on March 20, 2008. The second bid was received from Statewide Materials Transport. The recommended bid amount from Vulcan Construction Materials is \$217,500 with a unit price of \$43.50 per ton. A previous bid, 08-32, was rejected due to a clarification needed in the specifications for the material. Trap rock is used for the seal coat process, pothole repair and maintenance of streets in the City.

**Budget & Financial Summary:** Funding is available in the operating budget of the Street Maintenance Division.

**Attachments:**

1. Tabulation of Bid No. 08-47

**COVERSTONE TRAP ROCK  
 BID TABULATION #08-47 - OPENED 3/20/08  
 PUBLIC WORKS**

				Vulcan Construction Materials LI		Statewide Materials Transport	
Item	(Est) Qty	Unit	Description	Unit Price	Item Total	Unit Price	Item Total
1	5,000	tons	Coverstone, Trap Rock	43.500	\$ 217,500.00	64.900	\$ 324,500.00
<b>TOTAL</b>					\$ 217,500.00		\$ 324,500.00

**April 10, 2008**  
**Consent Agenda Item 2k**  
**Annual Blanket Purchase Order for Traffic Signs & Post**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion on the award of Bid#08-48 for the installation of roadway traffic signs and post. These traffic signs and material are essential in guiding, warning and regulating vehicular and bicycle traffic throughout the City.

**Recommendation(s):** Staff recommends award of Bid #08-48 to the lowest responsible bidders, Osburn Associates Inc. in the amount of \$70,590.40 for signs and Allied Tube and Conduit in the amount of \$27,796.50 for sign posts, for a total of \$98,386.90

**Summary:** Bids for the Annual Blanket Purchase Order for purchase of roadway traffic signs and posts were received from nine (9) different vendors. Staff recommends award of Bid #08-48 to Osburn Associates and Allied Tube and Conduit.

**Budget & Financial Summary:** Funding for the Annual Blanket Purchase Order for the purchase of traffic signs and posts is provided from the Traffic Operations Budget.

**Attachments:**

1. Bid tabulation #08-48

ANNUAL BID FOR STREET SIGNS/POSTS  
DEPARTMENT: PUBLIC WORKS--TRAFFIC DIV.  
BID: #08-48

Item No.	Est. Quan.	Unit Meas.	Description	Hall Signs, Inc. Bloomington, IN Jenni Kalbfleisch		Osburn Associates, Inc. Logan, Ohio Cheryl Donahue		Rocal Inc. Frankfort, Ohio Alan Christopher		Custom Products Corp. Jackson, MS Heidi McGee		Pathmark Traffic Products San Marcos, TX Jose Perez		Vulcan Signs Foley, AL David B. Beviacqua		Allied Tube & Conduit Harvey, IL Teri Pinedo		Amer. Sign Brackets Green Forest, AR John Graves		Batterson, L.L.P. Houston, TX Mike Batterson		
				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	Unit Price	Item Total	Unit Price	Item Total	Unit Price
1	50	EA	R1- STOP Signs .080" X 24" X 24", 3M	20.23	1,011.50	22.20	1,110.00	\$27.40	1,370.00	17.80	890.00	\$24.13	1,206.50	22.96	1,148.00	No-Bid	No-Bid	No-Bid	No-Bid	44.00	2,200.00	
2	100	EA	R1- STOP Signs .080" X 30" X 30", 3M	31.14	3,114.00	34.69	3,469.00	\$42.11	4,211.00	27.12	2,712.00	\$35.68	3,568.00	34.05	3,405.00	No-Bid	No-Bid	No-Bid	No-Bid	68.75	6,875.00	
3	50	EA	All Series & Custom Mess. .08"x24"x18"	16.04	802.00	28.25	1,412.50	\$23.55	1,177.50	13.98	699.00	\$18.99	949.50	20.74	1,037.00	No-Bid	No-Bid	No-Bid	No-Bid	33.00	1,650.00	
4	100	EA	All Series & Custom Mess. .08"x12"x6"	3.12	312.00	2.38	238.00	\$4.92	492.00	3.08	308.00	\$4.39	439.00	4.35	435.00	No-Bid	No-Bid	No-Bid	No-Bid	5.50	550.00	
5	200	EA	All Series & Custom Mess. .08"x12"x18"	8.29	1,658.00	6.75	1,350.00	\$10.28	2,056.00	7.41	1,482.00	\$9.65	1,930.00	7.98	1,596.00	No-Bid	No-Bid	No-Bid	No-Bid	16.50	3,300.00	
6	100	EA	All Series & Custom Mess. .08"x12"x24"	10.90	1,090.00	8.80	880.00	\$13.70	1,370.00	9.95	995.00	\$12.99	1,299.00	9.73	973.00	No-Bid	No-Bid	No-Bid	No-Bid	22.00	2,200.00	
7	100	EA	All Series & Custom Mess. .08"x24"x30"	26.24	2,624.00	22.00	2,200.00	\$39.25	3,925.00	23.25	2,325.00	\$30.99	3,099.00	22.03	2,203.00	No-Bid	No-Bid	No-Bid	No-Bid	55.00	5,500.00	
8	100	EA	30"X9" Extruded St. Name Blades w/3M	19.15	1,915.00	13.22	1,322.00	\$16.80	1,680.00	19.74	1,974.00	\$16.48	1,648.00	17.08	1,708.00	No-Bid	No-Bid	No-Bid	No-Bid	41.25	4,125.00	
9	100	EA	36"X9" Extruded St. Name Blades w/3M	22.83	2,283.00	15.86	1,586.00	\$20.16	2,016.00	23.71	2,371.00	\$19.89	1,989.00	20.49	2,049.00	No-Bid	No-Bid	No-Bid	No-Bid	49.50	4,950.00	
10	100	EA	42"X9" Extruded St. Name Blades w/3M	26.53	2,653.00	18.51	1,851.00	\$23.52	2,352.00	27.67	2,767.00	\$23.49	2,349.00	23.91	2,391.00	No-Bid	No-Bid	No-Bid	No-Bid	57.75	5,775.00	
11	100	EA	48"X9" Extruded St. Name Blades w/3M	30.21	3,021.00	21.15	2,115.00	\$26.88	2,688.00	31.50	3,150.00	\$26.94	2,694.00	27.32	2,732.00	No-Bid	No-Bid	No-Bid	No-Bid	66.00	6,600.00	
12	50	EA	54"X9" Extruded St. Name Blades w/3M	33.91	1,695.50	23.79	1,189.50	\$30.24	1,512.00	35.45	1,772.50	\$30.89	1,544.50	30.74	1,537.00	No-Bid	No-Bid	No-Bid	No-Bid	74.25	3,712.50	
13	25	EA	60"X9" Extruded St. Name Blades w/3M	37.58	939.50	26.44	661.00	\$33.60	840.00	39.39	984.75	\$39.52	988.00	34.15	853.75	No-Bid	No-Bid	No-Bid	No-Bid	82.50	2,062.50	
14	200	EA	30"X6" Extruded St. Name Blades w/3M	13.90	2,780.00	9.19	1,838.00	\$16.80	3,360.00	13.30	2,660.00	\$12.32	2,464.00	11.90	2,380.00	No-Bid	No-Bid	No-Bid	No-Bid	35.00	7,000.00	
15	200	EA	36"X6" Extruded St. Name Blades w/3M	16.53	3,306.00	11.03	2,206.00	\$20.16	4,032.00	15.84	3,168.00	\$14.90	2,980.00	14.28	2,856.00	No-Bid	No-Bid	No-Bid	No-Bid	42.00	8,400.00	
16	100	EA	42"X6" Extruded St. Name Blades w/3M	19.18	1,918.00	12.86	1,286.00	\$23.52	2,352.00	18.50	1,850.00	\$17.49	1,749.00	16.66	1,666.00	No-Bid	No-Bid	No-Bid	No-Bid	49.00	4,900.00	
17	100	EA	48"X6" Extruded St. Name Blades w/3M	21.81	2,181.00	14.10	1,410.00	\$26.88	2,688.00	21.13	2,113.00	\$19.99	1,999.00	19.04	1,904.00	No-Bid	No-Bid	No-Bid	No-Bid	56.00	5,600.00	
18	50	EA	54"X6" Extruded St. Name Blades w/3M	24.46	1,223.00	15.83	791.50	\$30.24	1,512.00	23.76	1,188.00	\$22.99	1,149.50	21.42	1,071.00	No-Bid	No-Bid	No-Bid	No-Bid	63.00	3,150.00	
19	20	EA	.100x84"x15"x.5" White Border w/3M HI	68.14	1,362.80	56.88	1,137.60	\$76.56	1,531.20	48.54	970.80	\$90.90	1,818.00	51.49	1,029.80	No-Bid	No-Bid	No-Bid	No-Bid	147.00	2,940.00	
20	20	EA	.100x72"x15"x.5" White Border w/3M HI	59.58	1,191.60	48.75	975.00	\$65.63	1,312.60	41.83	836.60	\$77.90	1,558.00	45.34	906.80	No-Bid	No-Bid	No-Bid	No-Bid	126.00	2,520.00	
21	20	EA	.100x60"x15"x.5" White Border w/3M HI	51.74	1,034.80	40.63	812.60	\$54.69	1,093.80	36.10	722.00	\$64.90	1,298.00	39.18	783.60	No-Bid	No-Bid	No-Bid	No-Bid	105.00	2,100.00	
22	25	EA	Sign Blanks, .080"x24"x24" Aluminum	12.35	308.75	9.80	245.00	\$11.96	299.00	10.32	258.00	\$12.99	324.75	10.58	264.50	No-Bid	No-Bid	No-Bid	No-Bid	13.25	331.25	
23	25	EA	Sign Blanks, .080"x30"x30" Aluminum	19.26	481.50	15.31	382.75	\$18.68	467.00	16.03	400.75	\$20.29	507.25	16.52	413.00	No-Bid	No-Bid	No-Bid	No-Bid	21.00	525.00	
Total					\$ 38,905.95		\$ 30,468.45		\$ 44,337.10		\$ 36,597.40		\$ 39,551.00		\$ 35,342.45		\$ -		\$ -		\$ 86,966.25	
24	300	EA	Galvanized U-bolt Sign Clamp-2 3/8 Post	2.60	780.00	No-Bid	No-Bid	No-Bid	No-Bid	3.37	1,011.00	\$2.43	729.00	2.70	810.00	\$2.50	750.00	2.00	600.00	1.87	561.00	
25	300	EA	Poz-Loc Socket 2 7/8"x2 3/8" w/Wedge	No-Bid	No-Bid	No-Bid	No-Bid	No-Bid	No-Bid	11.20	3,360.00	\$10.69	3,207.00	10.16	3,048.00	\$10.20	3,060.00	No-Bid	No-Bid	12.90	3,870.00	
26	500	EA	St. Name Brackets, #922X Cap for 2 Post	3.87	1,935.00	4.25	2,125.00	No-Bid	No-Bid	4.01	2,005.00	\$3.93	1,965.00	4.04	2,020.00	\$4.36	2,180.00	4.30	2,150.00	5.26	2,630.00	
27	400	EA	St. Name Brackets, #990X Cross-2 Posts	3.68	1,472.00	4.25	1,700.00	No-Bid	No-Bid	3.88	1,552.00	\$3.87	1,548.00	3.90	1,560.00	\$4.13	1,652.00	4.20	1,680.00	5.18	2,072.00	
28	50	EA	#457 Univ.Bracket for Extruded St.Names	3.69	184.50	No-Bid	No-Bid	No-Bid	No-Bid	3.88	194.00	\$5.84	292.00	4.31	215.50	\$5.63	281.50	4.90	245.00	10.50	525.00	
29	400	EA	Post, 11"x2 3/8" O.D. 16 Gauge, Brown	No-Bid	No-Bid	No-Bid	No-Bid	No-Bid	No-Bid	29.26	11,704.00	\$33.91	13,564.00	26.97	10,788.00	\$21.53	8,612.00	No-Bid	No-Bid	35.00	14,000.00	
30	100	EA	Post, 12"x2 3/8" O.D. 16 Gauge, Brown	No-Bid	No-Bid	No-Bid	No-Bid	No-Bid	No-Bid	31.92	3,192.00	\$36.99	3,699.00	29.29	2,929.00	\$23.46	2,346.00	No-Bid	No-Bid	35.00	3,500.00	
31	200	EA	Brown 3"-2# per foot U-Channel Post	No-Bid	No-Bid	No-Bid	No-Bid	No-Bid	No-Bid	11.20	2,240.00	\$17.75	3,550.00	9.86	1,972.00	\$7.71	1,542.00	No-Bid	No-Bid	5.46	1,092.00	
32	100	EA	Brown 9"-2# per foot U-Channel Post	No-Bid	No-Bid	No-Bid	No-Bid	No-Bid	No-Bid	33.21	3,321.00	\$37.86	3,786.00	19.38	1,938.00	\$22.12	2,212.00	No-Bid	No-Bid	15.23	1,523.00	
33	100	EA	Brown 10"-2# per foot U-Channel Post	No-Bid	No-Bid	No-Bid	No-Bid	No-Bid	No-Bid	36.90	3,690.00	\$43.20	4,320.00	20.92	2,092.00	\$24.58	2,458.00	No-Bid	No-Bid	16.92	1,692.00	
34	100	EA	Brown 11"-2# per foot U-Channel Post	No-Bid	No-Bid	No-Bid	No-Bid	No-Bid	No-Bid	40.59	4,059.00	\$47.52	4,752.00	22.89	2,289.00	\$27.03	2,703.00	No-Bid	No-Bid	18.62	1,862.00	
Total					\$ 4,371.50		\$ 3,825.00		\$ -		\$ 36,328.00		\$ 41,412.00		\$ 29,661.50		\$ 27,796.50		\$ 4,675.00		\$ 33,327.00	
35	25	EA	6"x50 yds 3M H.I. Prism. Reflective Sheet	No-Bid	No-Bid	118.50	2,962.50	No-Bid	No-Bid	119.21	2,980.25	\$138.00	3,450.00	129.00	3,225.00	No-Bid	No-Bid	No-Bid	No-Bid	186.62	4,665.50	
36	25	EA	9"x50 yds 3M H.I. Prism. Reflective Sheet	No-Bid	No-Bid	177.75	4,443.75	No-Bid	No-Bid	178.82	4,470.50	\$209.00	5,225.00	193.50	4,837.50	No-Bid	No-Bid	No-Bid	No-Bid	278.44	6,961.00	
37	25	EA	12"x50 yds 3M H.I. Prism. Reflective Sheet	No-Bid	No-Bid	237.00	5,925.00	No-Bid	No-Bid	238.42	5,960.50	\$275.00	6,875.00	258.00	6,450.00	No-Bid	No-Bid	No-Bid	No-Bid	348.75	8,718.75	
38	10	EA	24"x50 yds 3M H.I. Prism. Reflective Sheet	No-Bid	No-Bid	474.00	4,740.00	No-Bid	No-Bid	476.84	4,768.40	\$550.00	5,500.00	516.00	5,160.00	No-Bid	No-Bid	No-Bid	No-Bid	697.50	6,975.00	
39	10	EA	12"x50 yds 3M Scotchcal Mark Film, Blk	No-Bid	No-Bid	136.64	1,366.40	No-Bid	No-Bid	144.42	1,444.20	\$177.00	1,770.00	134.03	1,340.30	No-Bid	No-Bid	No-Bid	No-Bid	329.02	3,290.20	
40	10	EA	24"x50 yds 3M Scotchcal Mark Film, Blk	No-Bid	No-Bid	248.43	2,484.30	No-Bid	No-Bid	262.60	2,626.00	\$354.00	3,540.00	243.67	2,436.70	No-Bid	No-Bid	No-Bid	No-Bid	598.20	5,982.00	
41	25	RL	4"x50 yds 3M TPM-5 Clear Transfer Tape	No-Bid	No-Bid	32.00	800.00	No-Bid	No-Bid	35.96	899.00	\$11.00	275.00	35.00	875.00	No-Bid	No-Bid	No-Bid	No-Bid	53.44	1,336.00	
42	25	RL	6"x50 yds 3M TPM-5 Clear Transfer Tape	No-Bid	No-Bid	48.00	1,200.00	No-Bid	No-Bid	53.93	1,348.25	\$17.00	425.00	52.50	1,312.50	No-Bid	No-Bid	No-Bid	No-Bid	80.46	2,011.50	
43	25	RL	9"x50 yds 3M TPM-5 Clear Transfer Tape	No-Bid	No-Bid	72.00	1,800.00	No-Bid	No-Bid	80.90	2,022.50	\$25.00	625.00	78.75	1,968.75	No-Bid	No-Bid	No-Bid	No-Bid	120.69	3,017.25	
44	25	RL	18"x50 yds 3M TPM-5 Clear Transfer Tape	No-Bid	No-Bid	144.00	3,600.00	No-Bid	No-Bid	161.80	4,045.00	\$48.00	1,200.00	157.50	3,937.50	No-Bid	No-Bid	No-Bid	No-Bid	241.38	6,034.50	
45	25	RL	24"x50 yds 3M TPM-5 Clear Transfer Tape	No-Bid	No-Bid	192.00	4,800.00	No-Bid	No-Bid	215.73	5,393.25	\$63.00	1,575.00	210	5,250.00	No-Bid	No-Bid	No-Bid	No-Bid	321.84	8,046.00	
46	25	RL	30"x50 yds 3M TPM-5 Clear Transfer Tape	No-Bid	No-Bid	240.00	6,000.00	No-Bid	No-Bid	269.66	6,741.50	\$77.00	1,925.00	262.5	6,562.50	No-Bid	No-Bid	No-Bid	No-Bid	402.30	10,057.50	
Total					\$ -		\$ 40,121.95		\$ -		\$ 42,699.35		\$ 32,385.00		\$ 43,355.75		\$ -		\$ -		\$ 67,095.20	
Grand Total Bid \$					\$ 43,277.45		\$ 74,415.40		\$ 44,337.10		\$ 115,624.75		\$ 113,348.00		\$ 108,359.70		\$ 27,796.50		\$ 4,675.00		\$ 187,388.45	
Prompt Payment Discount					N/A		2%		N/A		N/A		N/A		N/A		N/A		N/A		N/A	
Delivery in Days					30-45		30-45		40		45-60		30-45		30-45		30-45		15-20		15-20	
Vendor Award Total \$							\$ 70,590.40										\$ 27,796.50					
Total Award \$--All Vendors					\$ 98,386.90																	

 Award Recommendation  
 Does Not Meet Specifications  
 Incomplete Bid

**April 10, 2008  
Consent Agenda 2L  
Janitorial Maintenance Services**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion regarding renewal of the annual purchase agreement for janitorial services in an amount not to exceed \$200,143.94.

**Recommendation(s):** Staff recommends renewal of the annual purchase agreement for janitorial services in an amount not to exceed \$200,143.94.

**Summary:** This service is for routine, daily cleaning of all City offices, restrooms, jail and meeting rooms. The service also calls for periodic window washing, floor stripping & waxing and heavy carpet cleaning.

The initial award of this agreement was at the May 25, 2006 meeting (Item 13.6) for an amount not to exceed \$190,613.28. The first renewal was approved by Council at the June 14, 2007 meeting (Item 2.d) for an amount not to exceed \$200,143.94.

This is the final renewal for this agreement.

Locations covered under this agreement include:

City Hall	Community Development	Central Park Office
Utility Customer Service	Municipal Court	Public Works
Police Department	Lincoln Center	Dowling Road Pump Station
Library	Exit Teen Center	College Station Utilities
Carter Creek Waste Water	BVSMA Landfill	

**Budget & Financial Summary:**

Funds are available and budgeted in the General Fund, Facilities Maintenance.

**Attachments:**

1. Renewal Agreement

**RENEWAL ACCEPTANCE**

\*\*\*\*\*

By signing herewith, I acknowledge and agree to renew Contract #06-197 (Bid #06-93, for Annual Janitorial Maintenance Service in accordance with all terms and conditions previously agreed to and accepted for the period beginning May 1, 2007 through April 30, 2008 in the amount of Two Hundred Thousand One Hundred Forty Three and 94/100 Dollars (\$200,143.94).

Professional Floor Service & Janitorial  
P.O. Box 4530  
Bryan, TX 77805

  
\_\_\_\_\_  
Steve Taylor

3/25/08  
\_\_\_\_\_  
DATE

**CITY OF COLLEGE STATION**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
DATE

**ATTEST:**

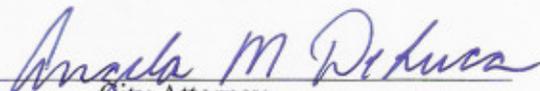
\_\_\_\_\_  
Connie Hooks, City Secretary

\_\_\_\_\_  
DATE

**APPROVED:**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
DATE

PO Box 9960  
1101 Texas Avenue  
College Station, TX 77842

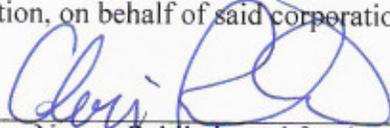
[www.cstx.gov](http://www.cstx.gov)

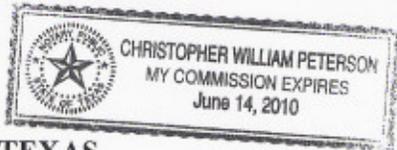
STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF Brazos

This instrument was acknowledged on the 25<sup>th</sup> day of March, 2008,  
by Steve Taylor in his/her capacity as President of  
Shelby Building Maintenance & Janitorial, Inc. d/b/a, a TEXAS Corporation, on behalf of said corporation.  
Professional Floor Services & Janitorial

  
\_\_\_\_\_  
Notary Public in and for the  
State of Texas



STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the \_\_\_\_\_ day of \_\_\_\_\_, 2008,  
by \_\_\_\_\_, in his capacity as Mayor of the City of College Station, a Texas  
home-rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

\*\*\*\*\*

PO Box 9960  
1101 Texas Avenue  
College Station, TX 77842

www.cstx.gov

**Thursday, April 10, 2008  
Consent Agenda Item 2m  
Appoint Election Judges**

**To:** Glenn Brown, City Manager

**From:** Connie Hooks, City Secretary

**Agenda Caption:** Presentation, possible action, and discussion of resolution appointing election officials to serve in the May 10, 2008 City of College Station general and special election.

**Recommendation:** Approve as presented.

**Summary:** The City Council is the appointing authority to designate election officers. The attached resolution contains the names of personnel who have committed to serve on Election Day, Saturday, May 10, 2008.

**Budget Summary:** Funds available in City Secretary budget.

**Attachments:**  
Resolution

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, BRAZOS COUNTY, STATE OF TEXAS, APPOINTING THE ELECTION OFFICIALS FOR THE MAY 10, 2008, GENERAL AND SPECIAL ELECTIONS, SETTING THE RATE OF PAY AND THE MAXIMUM NUMBER OF CLERKS FOR EACH POLLING PLACE.

WHEREAS, on February 28, 2008, the City Council of the City of College Station ordered a general election and special election for the purpose of electing City Council members to Places 1, 3, and 5, and for voter consideration of the constitutional amendment authorizing a tax freeze limiting the amount of ad valorem taxes imposed on the residential homestead of a person who is disabled or 65 years of age or older in the City of College Station; now, therefore,

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

PART 1: That the following registered voters of College Station, Texas, shall be and are hereby appointed to serve in said elections:

City Precincts	Polling Place Locations	Presiding and Alternate Judges
8	South Knoll Elementary School 1220 Boswell	Presiding Judge: Alternate Judge: Susan Irza
9	College Station Conference Center 1300 George Bush Drive	Presiding Judge: Joe Callaway Alternate Judge: Sharon Boston
10A, 10B, 34	College Station City Hall 1101 Texas Avenue	Presiding Judge: Charlotte Bergstad Alternate Judge: Joe Bergstad
20, 21	Saint Mary's Catholic Church 603 Church Street	Presiding Judge: Twyla Leland Alternate Judge: Charles Frazer
24	College Hills Elementary School 1101 Williams	Presiding Judge: Linda Isakeit Alternate Judge: Vincente Gonzales
31	A&M Consolidated High School 1801 Harvey Mitchell Parkway So.	Presiding Judge: Jean McDermott Alternate Judge: Sally Coble
32	College Station Public Library 1818 Harvey Mitchell Parkway South	Presiding Judge: Steve Milam Alternate Judge: Doris Milam
29, 33, 62, 64, 72, 74	Lincoln Center 1000 Eleanor	Presiding Judge: Andre Mae Steen Alternate Judge: Cathy Banks Watson

2C, 35A, 35B	College Station ISD Adm. Bldg. 1812 Welsh	Presiding Judge: Terri Stewart Alternate Judge:
2B, 39	Rock Prairie Elementary School 3400 Welsh	Presiding Judge: Gene Charleton Alternate Judge: Maggie Charleton
40	Aldersgate Methodist Church 2201 Earl Rudder Freeway South	Presiding Judge: Don Seaman Alternate Judge: Bill Donaldson
41, 68	Pebble Creek Elementary 200 Parkview	Presiding Judge: Dixie Tracy Alternate Judge: Earl Apgar
80	Cypress Grove Intermediate School 900 Graham Road	Presiding Judge: Elizabeth Booker Alternate Judge: Edwin Booker

PART 2: That the Presiding Judge of the Early Voting Ballot Board shall be Kay Parker. She shall appoint two clerks or more to count the early ballots and perform other duties as assigned by the Election Code.

PART 3: That the City Council hereby authorizes the City Secretary to appoint substitute elections judges in the event individuals appointed herein are unable to fulfill their duties.

PART 4: That the Council Chambers in the College Station City Hall is hereby established as the Central Counting Station to receive ballots for said election. The ballots shall be tabulated and returned to the office of the City Secretary for the required retention period. The following persons are hereby authorized and appointed as persons employed and designated to handle the ballots, operate the tabulating equipment, count the ballots, and be present in the Central Counting Station.

Central Counting Station Presiding Judge: Kay Parker  
 Central Counting Station Manager: City Secretary Connie Hooks  
 Tabulation Supervisor: Tracy Price  
 Tabulation Assistant: Brent Blankner  
 Clerks: to be named by Presiding Judge  
 Consultant for Texas Voting Systems, Inc., and Hart Intercivic  
 Brazos County Clerk Karen McQueen or designee

PART 5: That, in accordance with Section 32.091 of the TEXAS ELECTION CODE, the judges and clerks shall be paid \$8.00 per hour and the presiding judge shall receive an

additional \$25.00 for delivery of returns to Central Counting Station. There shall be a minimum of three and no more than four officials at each polling place.

PART 6: That this resolution shall take effect immediately from and after its passage.

PASSED AND ADOPTED this the 10th day of April, 2008.

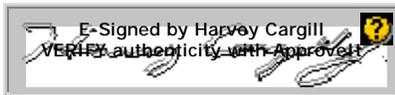
APPROVED:

\_\_\_\_\_  
Mayor Ben White

ATTEST:

\_\_\_\_\_  
City Secretary Connie Hooks

APPROVED:



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

**April 10, 2008**  
**Regular Agenda Item 1**  
**Texas Avenue Streetscape Project**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Presentation, public hearing, possible action and discussion on the Texas Avenue Streetscape project.

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

**Summary:** This item was placed on the Council's agenda to present to the City Council staff's plan to landscape Texas Avenue with trees where possible and other vegetation to improve the aesthetics along one of the city's major corridors. With the planned 80 shade trees and 320 ornamental trees, the aesthetics and mobility by pedestrians and bicyclists along the corridor will be improved.

With the Council's approval of the project, staff will finalize the construction documents and advertise for bids.

**Budget & Financial Summary:** The anticipated construction budget is \$420,000. A total of \$672,000 is budgeted for this project.

**Attachments:**

None

**April 10, 2008  
Regular Agenda Item 2  
Comprehensive Plan Update**

**To:** Glenn Brown, City Manager

**From:** Bob Cowell, AICP, Director of Planning & Development Services

**Agenda Caption:** Presentation, possible action, and discussion regarding the update to the City of College Station's Comprehensive Plan.

**Recommendation(s):** Staff recommends the Council provide any clarification/direction they deem appropriate based on the information presented by staff.

**Summary:** This purpose of this agenda item is to provide the Council with an update on the Comprehensive Update process. Specifically, staff will present the results from the most recent CPAC meetings related to community character and neighborhood integrity.

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

**Attachments:** N/A

**April 10, 2008  
Regular Agenda Item 3  
Greenways Program Update**

**To:** Glenn Brown, City Manager

**From:** Bob Cowell, AICP, Director of Planning & Development Services

**Agenda Caption:** Presentation, possible action, and discussion regarding College Station's Greenways Program including discussion of current practices and updating of the Greenways Plan.

**Recommendation(s):** Staff recommends the Council provide any clarification/direction they deem appropriate based on the information presented by staff.

**Summary:** This purpose of this agenda item is to provide the Council with an overview of past and current efforts regarding the identification and acquisition of greenways in College Station. Specifically, staff will discuss the current greenways plan and its goals and strategies, current research and analysis being performed by staff, partnership and funding opportunities, and proposals for updating of the greenways plan.

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

**Attachments:** N/A

**April 10, 2008  
Regular Agenda Item 4  
Red Light Camera Program Update**

**To:** Glenn Brown, City Manager

**From:** Mark Smith, Director of Public Works

**Agenda Caption:** Presentation and discussion on an update of the city's Red Light Camera Program.

**Recommendation(s):** No action needed

**Summary:** This item is placed on the Council's agenda to provide an update on the city's red light camera program, showing how the system works beginning with the violation and ending with received notice.

**Budget & Financial Summary:** There is no financial impact at this time.

**Attachments:**

None