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**Mayor**  
Ben White  
**Mayor Pro Tem**  
Dave Ruesink  
**City Manager**  
Glenn Brown

**Council members**  
John Crompton  
James Massey  
Dennis Maloney  
Katy-Marie Lyles  
Lawrence Stewart

**Agenda**  
**College Station City Council**  
**Regular Meeting**  
**Thursday, April 08, 2010 at 7:00 PM**  
**City Hall Council Chamber, 1101 Texas Avenue**  
**College Station, Texas**

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

**Presentation of Proclamation naming April 24, 2010 Rubber Ducky Derby Day in support of the Children's Museum of the Brazos Valley and the children that benefit from its services.**

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.

**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 Meeting, March 11, 2010 and March 25, 2010.

b. Presentation, possible action, and discussion regarding Bid 10-44 and the award of an annual price agreement to Brazos Site Works in an amount not to exceed \$480,310 for three types of crushed stone to be used by BVSWMA, Public Works and College Station Utilities.

- c. Presentation, possible action, and discussion regarding approval of a resolution approving a contract in the amount of \$72,696.50 for construction services provided by Brazos Valley Services, to replace a 450 foot section of failed pavement on Carmel Place.
- d. Presentation, possible action, and discussion regarding an agreement between the Texas Department of Public Safety, State Administrator of the Texas Data Exchange (TDEx) program and the College Station Police Department.
- e. Presentation, possible action, and discussion regarding a resolution approving a construction contract for Annual Electric System Construction & Maintenance Labor Contract to H&B Construction in the amount of \$819,201.83, and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.
- f. Presentation, possible action, and discussion regarding purchase of 22 “Big Belly” solar powered trash compactors in the amount of \$79,200.00 from Adrite of Fort Worth, Texas.
- g. Presentation, possible action, and discussion regarding approval of Change Order No. 1 to Contract 08-119 with Cal’s Body Shop for a 25% increase to the original contract amount of \$45,000.00. Revised contract amount: \$56,250.00.
- h. Presentation, possible action, and discussion regarding the contract for the Annual Blanket Order for Janitorial Supplies, bid #09-44. This is an annual renewal with Criswell Distributing requesting a 3% increase to the current, not to exceed, contract amount of \$51,208.25. The increase will result in a final, not to exceed, contract amount of \$52,744.14.
- i. Presentation, possible action, and discussion of approving purchases totaling \$69,406 of existing Education/Government fee revenues for the purchase of equipment that will allow production of video programming for broadcast on TV-19 (Suddenlink Channel 19) as follows: B&H Photo \$40,902; Apple, Inc \$15,187; Cinevate \$10,075; Vee Model Management Consulting \$3,242.
- j. Presentation, possible action, and discussion regarding award of bid #10-45 to Knife River to provide Type D Hot Mix Asphalt for the maintenance of streets in an amount not to exceed \$940,000.00 (\$47.00 per ton).
- k. Presentation, possible action, and discussion regarding the approval of the Interlocal Agreement with the City of Brenham and a resolution accepting from the Department of Homeland Security FY 2008 Assistance to Firefighters Grant for the purchase of (6) Motorola model XTS5000 portable radios. The cost to the City of College Station for the purchase of these radios will be \$4,578.
- l. Presentation, possible action, and discussion regarding a resolution approving a construction contract (Contract No.10-127) with Brazos Valley Services in the amount of \$62,652.60 for the Westminster Gravity Sewer Line project.
- m. Presentation, possible action, and discussion on a Professional Services Contract with Malcolm Pirnie, Inc., in the amount of \$113,107, for the preliminary engineering of the Dowling Road High Service Pump Station Improvements, and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.
- n. Presentation, possible action, and discussion on a Professional Services Contract with HDR Engineering, Inc., in the amount of \$234,120, for the design of the Lick Creek Wastewater Treatment Plant Miscellaneous

Improvements, and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

o.Presentation, possible action, and discussion to approve a resolution amending the Agreement between Principal Decision Systems International (PDSI) and the City that changes from a self-hosted access to Telestaff to a PDSI-hosted Web Access to Telestaff, at no cost to the City

p.Presentation, possible action, and discussion of an Interlocal Agreement (ILA) between the College Station Independent School District and the City of College Station for the exchange of real property and development services.

### **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, possible action, and discussion regarding an ordinance directing staff to prepare a service plan and setting out public hearing dates and times for the annexation of seven acres on Rock Prairie Road West and 52.73 acres on Greens Prairie Trail.
2. Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning an utility easement in Pooh's Park Subdivision, Section 1 Re-plat.
3. Presentation, possible action, and discussion of Semi-Annual Report on Impact Fees 92-01, 97-01, 97-02B, 99-01, 03-02.
4. Adjourn.

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

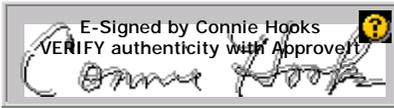
APPROVED:

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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 08, 2010 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 5<sup>th</sup> day of April, 2010 at 2:00 p.m.



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

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, [www.cstx.gov](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 5, 2010 at 2:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2010 By \_\_\_\_\_

Subscribed and sworn to before me on this the \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
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.

**April 8, 2010**  
**Consent Agenda Item No. 2b**  
**Annual Price Agreement for the Purchase of Crushed Stone**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding Bid 10-44 and the award of an annual price agreement to Brazos Site Works in an amount not to exceed \$480,310 for three types of crushed stone to be used by BSWMA, Public Works and College Station Utilities.

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

**Summary:** Brazos Site Works submitted the low bid of \$480,310. There were five (5) other bids from Statewide Materials Transport, Colorado Materials, Ltd., Superior Crushed Stone, Steward Transportation Services, and Knife River-South with the next lowest bid being from Statewide Materials Transport at \$500,840. Crushed stone products are used by the landfill, Street and Drainage Divisions and College Station Utilities operations to maintain all weather roads and tipping areas, streets, and utilities.

**Budget & Financial Summary:** Funds to purchase crushed stone are budgeted and available in the BSWMA, General and Utilities Funds within the Operations Budgets.

**Attachments:** Bid Tab 10-44



City of College Station - Purchasing Department  
 Bid Tabulation for #10-44  
 "Annual Crushed Stone/Rip Rap"  
 Open Date: Wednesday, March 17, 2010 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Brazos Site Works		Statewide Materials Transport		Colorado Materials, Ltd.		Superior Crushed Stone		Steward Transportation Services		Knife River-South	
				UNIT BID AMOUNT	TOTAL BID AMOUNT	UNIT BID AMOUNT	TOTAL BID AMOUNT	UNIT BID AMOUNT	TOTAL BID AMOUNT	UNIT BID AMOUNT	TOTAL BID AMOUNT	UNIT BID AMOUNT	TOTAL BID AMOUNT	UNIT BID AMOUNT	TOTAL BID AMOUNT
1	16000	tons	Crushed Stone, Type A, Grade 2	\$15.82	\$253,120.00	\$16.87	\$269,920.00	\$19.75	\$316,000.00	\$17.95	\$287,200.00	\$18.30	\$292,800.00	\$19.25	\$308,000.00
2	8000	tons	Crushed Limestone, 1"-3" Bedding	\$19.29	\$154,320.00	\$21.47	\$171,760.00		\$0.00	\$20.50	\$164,000.00	\$22.15	\$177,200.00	\$21.75	\$174,000.00
3	3000	tons	Rip Rap	\$24.29	\$72,870.00	\$19.72	\$59,160.00		\$0.00	\$24.50	\$73,500.00	\$25.50	\$76,500.00	\$25.00	\$75,000.00
<b>GRAND TOTAL (All Items)</b>				<b>\$480,310.00</b>		<b>\$500,840.00</b>		<b>Incomplete Bid</b>		<b>\$524,700.00</b>		<b>\$546,500.00</b>		<b>\$557,000.00</b>	
Certification from bid package				✓		✓		✓		✓		✓		✓	
Prompt Payment Discount				0%		0%		0%		1%		1%		0%	

**April 8, 2010**  
**Consent Agenda Item No. 2c**  
**Carmel Place Rehabilitation**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action and discussion regarding approval of a resolution approving a contract in the amount of \$72,696.50 for construction services provided by Brazos Valley Services, to replace a 450 feet section of failed pavement on Carmel Place.

**Recommendation(s):** Staff recommends that Council approve the construction contract with Brazos Valley Services and approve the expenditure of \$72,696.50 to be made in repairing the failed section of pavement on Carmel Place southwest of Rio Grande.

**Summary:** The project involves the reconstruction of approximately 450 feet of Carmel Place southwest from Rio Grande. Because of the requirement to bridge an unstable soil section the asphalt will be replaced with a section of concrete. The project will include demolition and removal of sections of curb and gutter, HMAC, portions of sidewalks, driveways and concrete aprons. The base will be stabilized with either gutter, driveway aprons, and sidewalks will be replaced. Sprinkler systems will be repaired as necessary and any damaged landscaping will be repaired or replaced.

Technical specifications, plans and bid documents were prepared. Six (6) bids were received on March 10, 2010 and Brazos Valley Services submitted the lowest bid.

**Budget & Financial Summary:** The \$72,696.50 is provided in Fund 139 – Streets, Project ST1033.

**Attachments:**

1. Resolution
2. Location Map
3. Bid Tabulation

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE Carmel Place Rehabilitation PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.**

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Carmel Place Rehabilitation Project; and

WHEREAS, the selection of Brazos Valley Services is being recommended as the lowest responsible bidder for the construction services related to Carmel Place Rehabilitation; 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 for \$ 72,696.50 for the labor, materials and equipment required for the improvements related the Carmel Place Rehabilitation Project.

PART 3: That the funding for this Contract shall be as budgeted from the 139 – Capital Street Fund, Street Maintenance Division, in the amount of \$72,696.50.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2010.

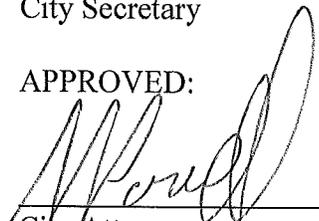
ATTEST:

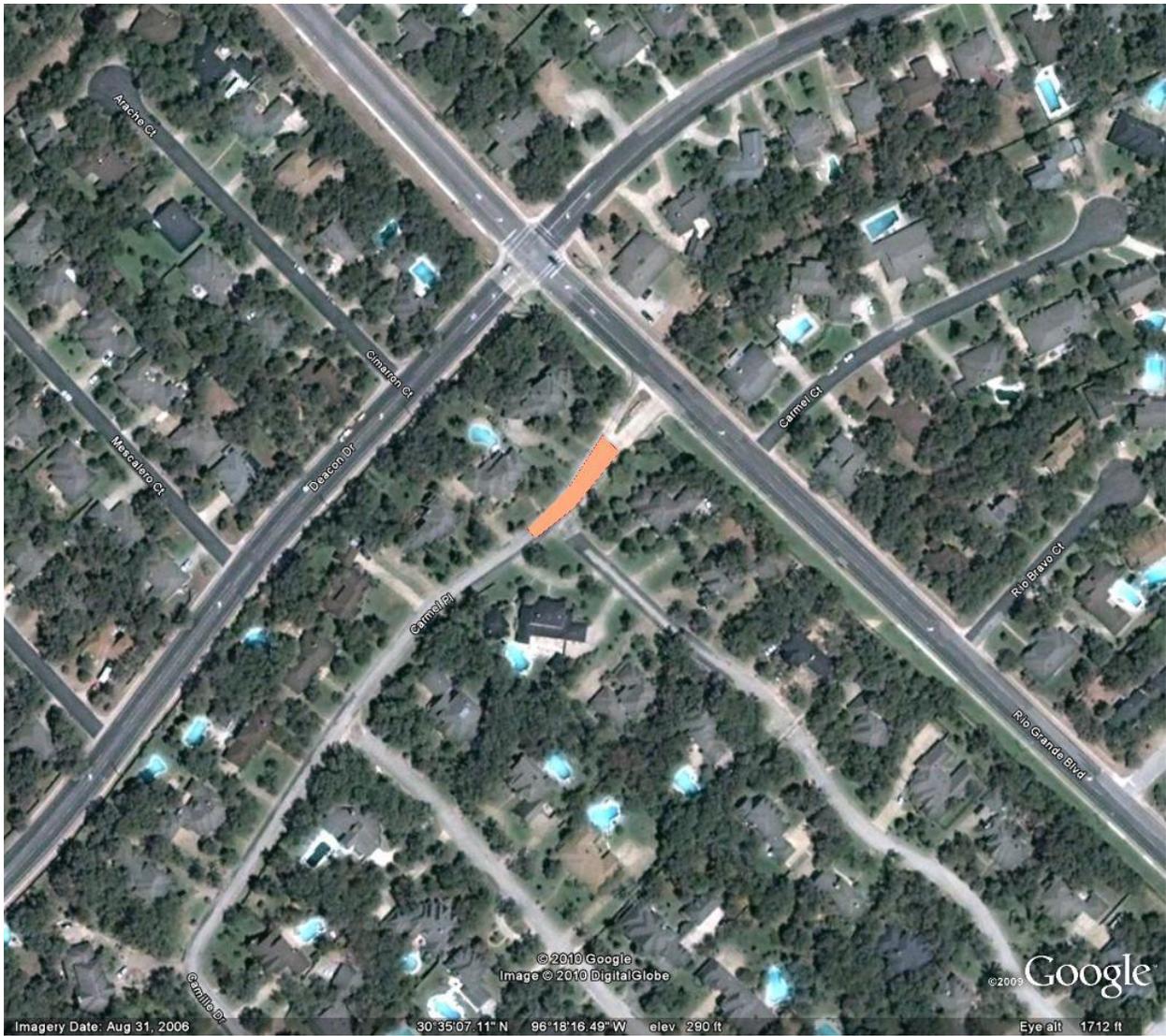
APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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





City of College Station - Purchasing Division  
 Bid Tabulation for #10-38  
 "Carmel Place Rehabilitation"  
 Open Date: Wednesday, March 10, 2010 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Brazos Valley Services (Bryan, TX)		BPI (Bryan, TX)		A.L. Helmcamp, Inc. (Buffalo, TX)		Knife River (Bryan, TX)		Fuqua (Navasota, TX)		D&S Contracting (College Station, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	1	LS	Mobilization: Insurance, Bonds, Layout, Traffic control, Erosion control	\$4,500.00	\$4,500.00	\$11,910.00	\$11,910.00	\$7,700.00	\$7,700.00	\$22,000.00	\$22,000.00	\$13,232.80	\$13,232.80	\$6,500.00	\$6,500.00
2	720	LF	Demolition & Remove from site Curb & Gutter	\$5.00	\$3,600.00	\$8.00	\$5,760.00	\$5.00	\$3,600.00	\$1.50	\$1,080.00	\$1.59	\$1,144.80	\$6.50	\$4,680.00
3	1071	SF	Demolition & Remove from site 2" HMAC	\$2.00	\$2,142.00	\$2.05	\$2,195.55	\$5.00	\$5,355.00	\$4.75	\$5,087.25	\$0.14	\$149.94	\$3.90	\$4,176.90
4	710	SF	Demolition & Remove from site Driveway	\$5.00	\$3,550.00	\$1.50	\$1,065.00	\$1.00	\$710.00	\$1.30	\$923.00	\$0.64	\$454.40	\$3.90	\$2,769.00
5	140	SF	Demolition & Remove from site Sidewalk	\$5.00	\$700.00	\$1.50	\$210.00	\$0.75	\$105.00	\$1.30	\$182.00	\$1.63	\$228.20	\$3.90	\$546.00
6	370	SF	Demolition & Remove Concrete Apron @ Coronodo (sawcut)	\$5.00	\$1,850.00	\$2.00	\$740.00	\$1.50	\$555.00	\$1.60	\$592.00	\$0.62	\$229.40	\$5.20	\$1,924.00
7	177	CY	5" depth excavation and removal from site	\$10.00	\$1,770.00	\$10.00	\$1,770.00	\$10.00	\$1,770.00	\$8.60	\$1,522.20	\$6.45	\$1,141.65	\$9.10	\$1,610.70
8	11431	SF	7" thk. Concrete Pavement	\$3.50	\$40,008.50	\$3.45	\$39,436.95	\$4.25	\$48,581.75	\$3.80	\$43,437.80	\$4.14	\$47,324.34	\$5.20	\$59,441.20
9	1430	SY	8" depth Lime Subgrade In Place 2' behind curb	\$5.00	\$7,150.00	\$8.50	\$12,155.00	\$4.25	\$6,077.50	\$7.75	\$11,082.50	\$10.73	\$15,343.90	\$6.25	\$8,937.50
10	626	LF	6" Curb	\$1.00	\$626.00	\$3.65	\$2,284.90	\$5.00	\$3,130.00	\$5.20	\$3,255.20	\$17.56	\$10,992.56	\$12.70	\$7,950.20
11	710	SF	4" thk. Driveway Apron	\$4.00	\$2,840.00	\$4.10	\$2,911.00	\$5.00	\$3,550.00	\$4.35	\$3,088.50	\$10.22	\$7,256.20	\$5.60	\$3,976.00
12	140	SF	4" thk. Sidewalk	\$4.00	\$560.00	\$3.75	\$525.00	\$4.00	\$560.00	\$5.80	\$812.00	\$7.60	\$1,064.00	\$4.90	\$686.00
13	1	LS	Sprinkler System repair	\$2,000.00	\$2,000.00	\$850.00	\$850.00	\$1,500.00	\$1,500.00	\$3,300.00	\$3,300.00	\$7,318.40	\$7,318.40	\$4,550.00	\$4,550.00
14	1	LS	Landscaping: repair and replace sod (4-FOOT WIDE STRIP)	\$1,400.00	\$1,400.00	\$4,321.00	\$4,321.00	\$4,000.00	\$4,000.00	\$1,400.00	\$1,400.00	\$6,768.40	\$6,768.40	\$5,850.00	\$5,850.00
<b>Total Construction Cost (Lines 1-14)</b>				<b>\$72,696.50</b>		<b>\$86,134.40</b>		<b>\$87,194.25</b>		<b>\$97,762.45</b>		<b>\$112,648.99</b>		<b>\$113,597.50</b>	
Alternate B (Replaces Items 7-0)															
15	355	CY	10" depth excavation and removal from site	\$10.00	\$3,550.00	\$10.00	\$3,550.00	\$10.00	\$3,550.00	\$8.60	\$3,053.00	\$4.83	\$1,714.65	\$9.10	\$32,305.00
16	11431	SF	6" thk. Concrete Pavement	\$3.50	\$40,008.50	\$3.45	\$39,436.95	\$4.25	\$48,581.75	\$3.80	\$43,437.80	\$3.83	\$43,780.73	\$5.20	\$59,441.20
17	1270	SY	6" depth Gravel Base to back of curb In Place	\$10.00	\$12,700.00	\$9.25	\$11,747.50	\$9.50	\$12,065.00	\$9.60	\$12,192.00	\$7.94	\$10,083.80	\$9.75	\$12,382.50
17	1270	SY	Tensor Triax Geogrid to back of curb	\$5.00	\$6,350.00	\$4.00	\$5,080.00	\$5.00	\$6,350.00	\$4.00	\$5,080.00	\$2.21	\$2,806.70	\$6.60	\$8,382.00
<b>Total Construction Cost (Items 1-6, 10-14, &amp; 15-18)</b>				<b>\$86,376.50</b>		<b>\$92,586.90</b>		<b>\$101,311.75</b>		<b>\$105,482.75</b>		<b>\$107,224.98</b>		<b>\$127,043.40</b>	
Certification of Bid				✓		✓		✓		✓		✓		✓	
Acknowledged Addendum(s)				✓		✓		✓		✓		✓		1	
Bid Bond				✓		✓		✓		✓		✓		✓	

NOTES:  
 BPI Added Alternate B Incorrectly  
 Fuqua Added Alternate B Incorrectly

**April 8, 2010**  
**Consent Agenda Item No. 2d**  
**Texas Data Exchange (TDEx) User Agreement**

**To:** Glenn Brown, City Manager

**From:** Jeff Capps, Chief of Police

**Agenda Caption:** Presentation, possible action, and discussion regarding an agreement between the Texas Department of Public Safety, State Administrator of the Texas Data Exchange (TDEx) program and the College Station Police Department.

**Recommendation(s):** Acceptance of the agreement

**Summary:** This agreement is made pursuant to Chapter 791 of the Texas Government Code and /or Chapter 771 of the Texas Government Code and sets forth duties and responsibilities for both the Texas Department of Public Safety and the College Station Police Department as it relates to the use of the TDEx data exchange system.

TDEx is a system that compiles law enforcement incident records and other non-intelligence criminal justice information into a central state repository for sharing across jurisdictional lines. The information is available for law enforcement and criminal justice purposes. The greatest value of TDEx is being realized in the wealth of information it brings to criminal investigations.

TXDPS requires that every agency using TDEx and/or contributing data must execute a Memorandum of Understanding (MOU) plus appoint one individual to administer all of the agency's TDEx users.

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

**Attachments:**

1. Texas DPS- Texas Data Exchange User Agreement

**TEXAS DEPARTMENT OF PUBLIC  
CRIME RECORDS SERVICE  
TEXAS DATA EXCHANGE (TDEx) USER/EQUIPMENT AGREEMENT**

This document constitutes an agreement between the Texas Department of Public Safety (TXDPS), State Administrator of the Texas Data Exchange (TDEx), P. O. Box 4143, Austin, Texas, 78765-4143 and a criminal justice or law enforcement agency, hereinafter referred to as the User Agency.

AGENCY City of College Station, College Station Police Department

ADDRESS P.O. Box 9960, College Station, Texas 77842

This agreement is made pursuant to Chapter 791 of the Texas Government Code and/or Chapter 771 of the Texas Government Code and sets forth duties and responsibilities for both the TXDPS and the User Agency.

The User Agency will ensure that only approved persons performing authorized criminal justice functions have access to TDEx.

TDEx information, including any analytical products derived there from, may not be used as a basis for action or disseminated outside User Agency for any purpose or in any other manner, unless the User Agency first obtains the express permission of the agency or agencies that contributed the information in question. Specifically included within this prohibition is any inclusion of TDEx information in an official case file and any use of TDEx information in the preparation of judicial process such as affidavits, warrants, or subpoenas. User Agency may not electronically retain TDEx information without obtaining the TDEx contributing agency's permission. When TDEx information is summarized or otherwise documented, the User Agency shall indicate that the information was obtained from TDEx.

Notwithstanding the requirement in the preceding paragraph that TDEx information not be used as a basis for action or disseminated without first obtaining the permission of the contributing agency, in accordance with and to the extent permitted by applicable law, court process, or applicable guidelines, immediate dissemination of TDEx information without such permission can be made if the User Agency determines that:

- (a) there is an actual or potential threat of terrorism, immediate danger of death or serious physical injury to any person, or imminent harm to U.S. national security; and
- (b) it is necessary to disseminate such information without delay to any appropriate recipient for the purpose of preventing or responding to such a threat, danger, or harm.

The User Agency shall immediately notify TXDPS and the TDEx contributing agency if it disseminates any TDEx information under this exception. Any requests for reports or information in TDEx from anyone other than a party to this User Agreement will be directed to the TDEx User Agency which contributed the data.

#### **TXDPS RESPONSIBILITIES REGARDING TDEx**

TXDPS agrees to maintain, operate and manage TDEx communications and criminal justice information systems on a 24-hour, 7-day per week and 365 days per year basis. TXDPS further agrees to act as the State Administration Agency to facilitate the exchange of information between the User Agency and the following agencies: Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) National Data Exchange (N-DEx). TXDPS Driver's License Files (DL), Sex Offender Registration (SOR), Texas Department of Criminal Justice (TDCJ) probation/parole data and other data files may be implemented in future applications of information available to authorized users.

TXDPS reserves the right to restrict the type and scope of data to which the user may have access. TXDPS will provide system training to TDEx users at no charge to the User Agency at a time and location to be designated by TXDPS. The obligation of TXDPS to incur training costs is conditional upon sufficient funds budgeted and available. No financial liability will be incurred by TXDPS by virtue of this agreement beyond monies available to it for the purpose of fulfilling this agreement.

TXDPS may provide or assist User Agency with the initial installation of adapter hardware, records management system (RMS) and/or jail management system (JMS) software enhancements or interface functionality(s). User Agency RMS and/or JMS software enhancements delivered as the result of custom developed TDEx functionality are the property of the User Agency or User Agency RMS/JMS software vendor. User Agency is responsible for maintaining the capability to submit data to TDEx following User Agency RMS/JMS enhancements or replacement.

TXDPS agrees to maintain its applicable TDEx hardware, software and functionality including data adapter extraction and export methodology/technology plus future implementation(s) involving National Information Exchange Model (NIEM) Information Exchange Package Documentation (IEPDs). This determination may be made by TXDPS or its authorized designee.

TDEx maintains an audit capability that will log the date, time, subject, and originating account of all user queries. TXDPS will maintain the audit logs for five years or for the life of the records accessed, whichever is longer.

TXDPS reserves the right to immediately suspend service to the User Agency when applicable policies are violated. Service may be reinstated following such instances upon receipt of satisfactory assurances that such violations have been corrected. All costs for reconnection service are the responsibility of the User Agency. TXDPS shall have the authority to inspect and audit the equipment, records, and operations of the User Agency to determine compliance.

**USER AGENCY RESPONSIBILITIES REGARDING TDEx**

The User Agency may only access and use TDEx information for official criminal justice and national security purposes. TDEx information cannot be accessed or used for any other purpose. User Agency agrees to allow TXDPS to share User Agency data contributed to TDEx with other authorized criminal justice agencies.

The User Agency shall abide by all laws of the United States and the State of Texas, and shall abide by all present or hereinafter approved rules, policies and procedures of TDEx and N-DEx concerning the collection, storage, processing, search, retrieval, dissemination and exchange of criminal justice information.

If the User Agency provides TDEx derived criminal justice information to another criminal justice or law enforcement agency, which at that time is not operating through TDEx pursuant to a TDEx User Agreement, then it shall be the responsibility of the User Agency to verify that the non-user agency abides by the laws of the United States and the State of Texas and the operational policies of the applicable systems.

The User Agency agrees to appoint a TDEx Agency Administrator responsible for:

- a. Acting as the single point of contact for TDEx issues;
- b. Ensuring compliance with this agreement, current and future versions of policies and procedures regarding TDEx and all applicable state and federal laws;
- c. Vetting, authorizing and managing users through the role based user management tools provided in TDEx;
- d. Terminating user access immediately upon user separation from the agency or otherwise become ineligible for access;
- e. Ensuring that all users from that agency are trained and informed of policies and procedures;
- f. Reporting security incidents to the TXDPS CJIS Information Security Officer (ISO), as required by the User Agency's CJIS Security Addendum.

The User Agency must notify the TDEx State Administrator immediately whenever the incumbent Agency Administrator is replaced.

User Agency certifies that all User Agency staff with access to TDEx have undergone background checks consistent with Texas or federal requirements, so long as, at a minimum, those requirements included a criminal history and national fingerprint check.

The User Agency shall be responsible for maintaining the User Agency RMS and/or JMS in good working order. The User Agency agrees to maintain its applicable hardware, RMS, JMS, and adapter interface functionality(s) to maintain complete and continual functionality with TDEx. User Agency hardware (including workstations utilized to access), RMS, JMS and adapter interface shall be installed in a location where only authorized personnel have access.

The User Agency is responsible for providing its own Internet connectivity and maintenance which meets CJIS Security Policy requirements.

Each TDEx contributing User Agency retains sole ownership of, sole responsibility for, and exclusive control over the content of the information that it contributes to TDEx, and each User Agency may, at will and at any time, update, correct, or delete the information that it contributes to TDEx. Each TDEx contributing User Agency has the sole responsibility to ensure that information that it contributes to TDEx was not obtained and is not maintained in violation of any federal, state, or local law applicable to that agency. In addition, each TDEx contributing agency has the sole responsibility and accountability for ensuring compliance with all laws, regulations, policies, and procedures applicable to its entry and sharing of information into TDEx. TDEx User Agency will duly report to TXDPS and the contributing User Agency in writing any instance in which TDEx information is used in an unauthorized manner. Such notice is to be provided in a timely manner within three days of when the party first learned of the unauthorized use.

Each TDEx contributing User Agency has the duty, sole responsibility, and accountability to make reasonable efforts to ensure the accuracy upon entry, and continuing accuracy thereafter, of information that it contributes to TDEx. Should TXDPS receive a challenge to or reasonable question about the accuracy of the information in TDEx, TXDPS will notify the TDEx User Agency.

Any User Agency data or process related to TDEx that could affect and cause degradation of service to other TDEx users must be authorized by TXDPS prior to implementation. TXDPS reserves the right to refuse such application on TDEx should resources not be available, or in the best interest of the TDEx users.

#### **TDEX USER AGREEMENT TERMINATION AND DURATION**

This TDEx User Agreement may be terminated at any time upon the mutual written consent of the parties. In the event that both parties consent to terminate this TDEx User Agreement, the parties will consult prior to the date of termination to ensure termination on the most economical and equitable terms.

Either party may terminate this TDEx User Agreement upon 30 days written notice to the other party. Such notice will be the subject of immediate consultation by the parties to decide upon the appropriate course of action. In the event of such termination, the following will apply:

- (a) The terminating party will continue participation, financial or otherwise, up to the effective date of termination.
- (b) Each party will pay the costs it incurs as a result of termination.
- (c) All rights, obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of all information received during a party's participation in this MOU shall survive any termination.

This TDEx User Agreement will enter into force on the day it is signed by the last party and it will remain in effect until terminated or modified by the parties may be terminated at any time upon the mutual written consent of the parties. In the event that both parties

consent to terminate this MOU, the parties will consult prior to the date of termination to ensure termination on the most economical and equitable terms.

User Agency, to the extent authorized by law, agrees to indemnify and save harmless TXDPS, its Director and Employees from and against any and all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrest or imprisonment or any cause of action whatsoever, arising out of or involving any negligence on the part of the User Agency or its employees in the exercise of enjoyment of this Agreement.

**In WITNESS WHEREOF**, the parties hereto caused this Agreement to be executed by the proper officers and officials.

**TEXAS DEPARTMENT OF PUBLIC SAFETY**

By Steven C. McCraw

Title Director

Signature Steven C. McCraw

Date 7/30/2009

**USER AGENCY**

By Jeff Capps

Title Chief of Police

Signature Jeff Capps

Date 3/23/10

\* See attached signature page.

**CITY OF COLLEGE STATION**

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

Mayor

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

**ATTEST:**

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

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

**APPROVED:**

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

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

*Alan C. Jones*

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

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

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

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

**April 8, 2010**  
**Consent Agenda Item No. 2e**  
**Annual Electric System Construction & Maintenance Labor Contract**  
**and a Resolution Declaring Intention to Reimburse Certain**  
**Expenditures with Proceeds From Debt**

**To:** Glenn Brown, City Manager

**From:** David Massey, Director of Electric Utilities

**Agenda Caption:** Presentation, possible action, and discussion regarding a resolution approving a construction contract for Annual Electric System Construction & Maintenance Labor Contract to H&B Construction in the amount of \$819,201.83, and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Recommendation:** Staff recommends approval of this resolution and award of contract, and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Summary:** On March 16, 2010, nine (9) bid proposals were received in response to Bid No. 10-31 for the Annual Electric System Construction & Maintenance Labor Contract.

The Annual Electric System Construction & Maintenance Labor Contract is for supplemental labor and equipment to construct the required electric distribution line extensions and conversions and provide for necessary maintenance of the City's electric distribution system for the twelve (12) month period. Estimated unit quantities were based on 2009 work performed by the current contractor and were used to determine the annual estimate for labor cost.

**Budget & Financial Summary:** Funds for this item are budgeted for electric system capital improvements and conversion in Electric Capital Improvement Projects Fund.

The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because a portion of the long term debt has not been issued for this contract. The debt is scheduled to be issued later this fiscal year.

**Attachments:**

1. Construction Resolution
2. Reimbursement Resolution
3. Bid Tab

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE ANNUAL ELECTRIC SYSTEM CONSTRUCTION AND MAINTENANCE LABOR CONTRACT PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.**

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Annual Electric System Construction and Maintenance Labor Contract Project; and

WHEREAS, the selection of H&B Construction, Ltd. is being recommended as the lowest responsible bidder for the construction services related to Annual Electric System Construction and Maintenance Labor Contract; 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 H&B Construction, Ltd. is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with H&B Construction for \$819,201.83 for the labor, materials and equipment required for the improvements related the Annual Electric System Construction and Maintenance Labor Contract Project.

PART 3: That the funding for this Contract shall be as budgeted from the College Station Utilities Capital Improvement Fund, Electric Department, in the amount of \$819,201.83

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_.

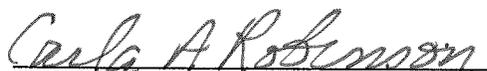
ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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

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

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH  
PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$850,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 8th DAY OF APRIL, 2010.

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

ATTEST:

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

(Seal)

APPROVED:



McCall, Parkhurst & Horton L.L.P.  
Bond Counsel

Exhibit "A"

The projects to be financed that are the subject of this Statement are:

Electric Distribution Line Extensions and Conversions and Distribution System Maintenance (primarily the replacement of electric poles)



City of College Station - Purchasing Division  
 Bid Summary for #10-31  
 "Annual Electric Construction and Maintenance"  
 Open Date: Tuesday, March 16, 2010 @ 2:00 p.m.

		H&B Construction	T&D Solutions, LLC	Finway, Inc.	Infrastrux T&D Services	Southern Electric Corp.	Dig Tech Inc.	Pike Electric, Inc.	Chain Electric Company
ITEM	DESCRIPTION	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
1	Overhead Unit Total	\$419,962.33	\$549,739.95	\$471,973.57	\$521,601.33	\$678,155.19	\$933,001.61	\$1,073,041.20	\$938,515.07
2	Service Unit Total	\$206,272.70	\$209,621.05	\$338,552.02	\$281,671.57	\$382,594.75	\$279,295.13	\$274,158.75	\$509,066.50
3	Trenchless Boring Unit Total	\$116,654.50	\$128,502.00	\$136,537.26	\$201,881.04	\$163,236.00	\$240,855.86	\$150,265.00	\$177,768.00
4	Underground Unit Total	\$20,724.80	\$34,891.45	\$46,791.62	\$48,817.86	\$38,752.00	\$30,711.81	\$31,270.50	\$40,771.45
5	Street Light Unit Total	\$55,587.50	\$65,787.56	\$76,657.81	\$95,839.00	\$100,758.00	\$91,700.27	\$57,020.40	\$102,635.00
<b>GRAND TOTAL ESTIMATED UNITS</b>		<b>\$819,201.83</b>	<b>\$899,826.71</b>	<b>\$1,068,746.39</b>	<b>\$1,149,817.42</b>	<b>\$1,363,464.10</b>	<b>\$1,575,564.68</b>	<b>\$1,585,755.85</b>	<b>\$1,768,756.02</b>
Certification of Bid		✓	✓	✓	✓	✓	✓	✓	✓
Acknowledged Addendums (1)		✓	✓	✓	✓	✓	✓	✓	✓
Bid Bond		✓	✓	✓	✓	✓	✓	✓	✓

**April 8, 2010**  
**Consent Agenda Item No. 2f**  
**Purchase of Solar-Powered Trash Compacting Receptacles**

**To:** Glenn Brown, City Manager

**From:** David Schmitz, Assistant Director, Parks and Recreation Department

**Agenda Caption:** Presentation, possible action, and discussion regarding purchase of 22 "Big Belly" solar powered trash compactors in the amount of \$79,200.00 from Adrite of Fort Worth, Texas.

**Recommendation(s):** Staff recommends approval of purchase of 22 "Big Belly" solar powered trash compactors from the low bidder, Adrite of Fort Worth, Texas, in the amount of \$79,200.00 with a 30 day delivery.

**Summary:** This item is for the purchase of 22 "Big Belly" solar powered trash compactors in the amount of \$79,200.00 from Adrite of Fort Worth, Texas. The compactors will be located at Veterans Park Athletic Complex (12 units) and S.C. Beachy Central Park (10 units). These compactors are expected to reduce the time and costs associated with emptying of trash receptacles, especially during tournament weekends and events. The solar powered compactors are self contained and do not require additional electricity to function.

**Budget & Financial Summary:** Two (2) sealed, competitive bids (Bid #10-42) were received and opened on March 9, 2010. The bid summary is attached. Adrite of Fort Worth, Texas was the lowest responsible bidder.

This project is being funded through the Department of Energy American Recovery and Reinvestment Act stimulus grant funds awarded to the City of College Station. The appropriation for this project will be included on a future budget amendment.

**Attachments:**

- 1) Bid #10-42 Tabulation



**City of College Station - Purchasing Division**  
**Bid Tabulation for #10-42**  
**"Purchase of Solar-Powered Trash Compacting Receptacles"**  
**Open Date: Tuesday, March 9, 2010 @ 2:00 p.m.**

ITEM	QTY	UNIT	DESCRIPTION	Adrite (Fort Worth, TX)		Waste Management (Houston, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	22	Ea	BigBelly® Solar Compactor or Equal	\$3,600.00	\$79,200.00	\$3,612.00	\$79,464.00
Certification of Bid				✓		✓	
Prompt Payment Discount				1%		0%	
Number of consecutive calendar days to delivery after receipt of purchase order:				30		2-3 Weeks	
References				✓		✓	

NOTES: The 1% prompt payment discount offered by Adrite yields a savings of \$792.00. If the discount is taken, the total price for the compactors would be \$78,408.00

**April 8, 2010**  
**Consent Agenda Item No. 2g**  
**Annual Paint & Body Repairs**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action and discussion regarding approval of Change Order No. 1 to Contract 08-119 with Cal's Body Shop for a 25% increase to the original contract amount of \$45,000.00. Revised contract amount: \$56,250.00

**Recommendation(s):** Staff recommends approval of Change Order No. 1 to increase the original contract amount by \$11,250.00 (25%).

**Summary:** The City of College Station formally bid and awarded a service contract to Cal's Body Shop on May 9, 2008 for annual auto/truck paint and body services. The contract has since been renewed for a term of one year which is scheduled to expire on May 8, 2010. Additional expenditures are required to complete the contract term due to repair expenses exceeding estimate. This change order does not extend the contract term and does not include an increase to unit bid pricing.

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

**Attachments:** Change Order No. 1



**April 8, 2010**  
**Consent Agenda Item No. 2h**  
**Annual Blanket Order for Janitorial Supplies**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding the contract for the Annual Blanket Order for Janitorial Supplies, bid #09-44. This is an annual renewal with Criswell Distributing requesting a 3% increase to the current, not to exceed, contract amount of \$51,208.25. The increase will result in a final, not to exceed, contract amount of \$52,744.14.

**Recommendation(s):** Staff recommends renewal of the contract to Criswell Distributing for \$52,744.14.

**Summary:** This is an annual agreement for one (1) year with two (2) additional year renewals upon mutual consent of the City and the vendor. This is the first renewal, second year, of the contract

**Budget & Financial Summary:** Funds are budgeted and available in the Facilities Maintenance Operations Budget.

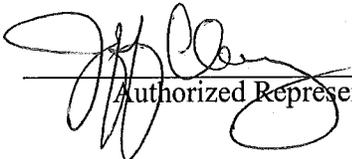
**Attachments:** Renewal Letter

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**RENEWAL ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew Bid No. 09-44 for Annual Janitorial Supplies in accordance with all terms and conditions previously agreed to and accepted including a proposed 3% increase not to exceed \$52,744.24.

I understand this renewal term will be for the period beginning April 1, 2010 through March 31, 2011

**RAY CRISWELL DISTRIBUTING**

  
\_\_\_\_\_  
Authorized Representative

3/19/2010  
\_\_\_\_\_  
DATE

**CITY OF COLLEGE STATION**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
DATE

**ATTEST:**

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

\_\_\_\_\_  
DATE

**APPROVED:**

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

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF Brazos

This instrument was acknowledged on the 19<sup>th</sup> day of March, 2010,

by Jeff Clary in his/her capacity as President of Ray Chemical Distributors, a TEXAS Corporation, on behalf of said corporation.



Cynthia Sciulli  
Notary Public in and for the  
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the \_\_\_\_\_ day of \_\_\_\_\_, 2010,

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

\*\*\*\*\*

**Collusion**

Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all proposals of that particular bid solicitation or request.

**Communication**

The City of College Station shall not be responsible for any verbal communication between any employee of the City and potential bidder(s). Only written specifications and price quotations will be considered.

**Confidentiality**

Public agencies in Texas are subject to the Public Information Act.

**Delivery**

All prices quoted shall be F.O.B. City of College Station. No freight or delivery charges will be accepted unless shown on bid.

**Extension of Contract**

Upon completion of the term of the original contract and upon the mutual agreement of both parties, the original contract may be renewed for up to two (2) additional one (1) years [three (3) years total]. The renewal will be under the same terms and conditions as the original contract; provided, however, that the unit prices bid under the original contract may, by mutual agreement, be increased by no more than eight percent (8%) of the original contract price. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

**Fiscal Funding**

This contract includes fiscal funding provisions. If, for any reason, funds are not appropriated to continue this contract, said contract shall become null and void.

**Forms**

Bid proposals will be submitted on the forms provided by Owner. All figures must be written in ink or typewritten. However, mistakes may be crossed out, corrections inserted adjacent thereto and initiated in ink by the person signing the proposal. When discrepancies occur between words and figures, the words shall govern.

**Indemnification**

The successful bidder agrees by entering into this contract, to defend, indemnify and hold Owner harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.

**Independent Contractor**

Nothing in this bid is intended nor shall be construed to create an employer/employee relationship between the contracting parties.



*1101 Texas Avenue  
College Station, TX 77840  
www.cstx.gov*

**SPECIFICATIONS FOR  
ANNUAL BLANKET FOR JANITORIAL SUPPLIES  
BID #09-44**

**BID OPENING DATE: MARCH 6, 2009 @ 2:00 P.M. CST**

Bids will be received at the City of College Station Purchasing Department, 1101 Texas Avenue, College Station, TX 77842, until Friday, March 6, 2009 at 2:00 P.M. CST, and publicly opened and read aloud at City Hall, 1101 Texas Avenue, College Station, TX. Any questions concerning the bid should be directed to Cynthia Sciulli, C.P.M., Buyer, Purchasing Services Division, (979) 764-3437, email [csciulli@cstx.gov](mailto:csciulli@cstx.gov). **Clearly mark return bid envelope with Bid # and Bid Opening Date.**

**INTRODUCTION**

The City of College Station is soliciting bids for purchase janitorial supplies from qualified vendors with the following Conditions of Bidding. Should this bid contain the City's standard contract terms, conditions and insurance requirements, they will be attached as Exhibit A.

**NOTE: Bid opportunities are posted on our website at [www.cstx.gov](http://www.cstx.gov). Some bids, but not all, are conducive to receipt of bids via the City of College Station's On-Line Bidding System. These bids are encrypted and remain effectively locked until the due date and time. If you are interested in submitting your bid on-line, you must be registered with the City of College Station. See On-Line Bidding at [www.cstx.gov](http://www.cstx.gov) for more information.**

**SPECIFIC TERMS AND CONDITIONS**

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the City of College Station Purchasing Services Division, unless otherwise specified elsewhere in this bid request. All bidders are required to be informed of these Terms and Conditions and will be held responsible for having done so:

**April 8, 2010**  
**Consent Agenda Item No. 2i**  
**Purchase of broadcast equipment with Education/Government (EG) Fees**

**To:** Glenn Brown, City Manager

**From:** Jay Socol, Director of Public Communications

**Agenda Caption:** Presentation, possible action, and discussion of approving purchases totaling \$69,406 of existing Education/Government fee revenues for the purchase of equipment that will allow production of video programming for broadcast on TV-19 (Suddenlink Channel 19) as follows: B&H Photo \$40,902; Apple, Inc \$15,187; Cinevate \$10,075; Vee Model Management Consulting \$3,242.

**Recommendation(s):** Staff recommends approval of this fund allocation.

**Summary:** Education/Government (EG) fees are collected, in addition to the cable franchise fee, in an amount equal to \$0.15 per cable services customer per month. The City of College Station may only use such funds for its EG Channel, which is administered by the City as the City determines is in the public interest.

Staff requests \$18,428 of EG funds will be used to purchase a Computer/Editing Station, \$35,145 in purchases made for Field Production Equipment (monitors, audio, lighting kits, tripods/handheld devices). Additionally, \$15,833 in Camera purchases (video, photography, lens) will provide the flexibility and resources to perform productions at remote city facilities for events, programs and other related TV-19 programming. Most of this equipment will be purchased from cooperative purchasing contracts that the City participates in which satisfies state procurement laws related to competitive bids or proposals. Cinevate purchases were not found on any existing cooperative purchase contract. They will be purchased on the open market at fair and reasonable pricing.

**Budget & Financial Summary:** Funds for these purchases are from the Education/Government fee collected through the cable franchise. These funds may only be used for improvements and expenses to this broadcast channel. Funds for this item were not included in the FY10 budget. Funds for these items in the amount of \$69,406 will be included on a budget amendment that will be brought to the City Council in the near future.

**Attachments:**

B&H Photo quote – Buy Board Contract No. 331-09  
Apple, Inc. – GSA Contract No. GS-35F-0086T  
Vee Model Management Consulting Inc. – GS-02F-0253P  
Cinevate, Inc. – open market

(These attachments are available in the City Secretary's Office.)

**April 8, 2010**  
**Consent Agenda Item No. 2j**  
**Hot Mix Asphalt Annual Price Agreement**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding award of bid #10-45 to Knife River to provide Type D Hot Mix Asphalt for the maintenance of streets in an amount not to exceed \$940,000.00 (\$47.00 per ton).

**Recommendation(s):** Staff recommends approval of the bid award to Knife River.

**Summary:** Knife River submitted the only bid for an annual price agreement to provide Type D Hot Mix Asphalt for the maintenance of streets in the City. The recommended bid amount (\$47.00 per ton) from Knife River is \$940,000.00 the cost per ton was previously \$50.00. The contract supports maintenance operations in the Street Maintenance Division.

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

**Attachments:** Tabulation of Bid 10-45



**City of College Station - Purchasing Department**  
**Bid Tabulation for #10-45**  
**"Annual Type D Hot Mix Pick Up by City Crews"**  
**Open Date: Friday, March 26, 2010 @ 2:00 p.m.**

				Knife River	
ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	TOTAL PRICE
1	20000	tons	Type D Asphalt Picked Up by City Crews	\$47.00	\$940,000.00
<b>GRAND TOTAL</b>					<b>\$940,000.00</b>
<b>Certification from bid package</b>				✓	
<b>Delivery Date (calendar days)</b>				5 days as required	
<b>Prompt Payment Discount</b>				0%	

**April 8, 2010**  
**Consent Agenda Item No. 2k**  
**Interlocal Agreement with the City of Brenham for the purchase of Radios**

**To:** Glenn Brown, City Manager

**From:** Robert Alley, Fire Chief

**Agenda Caption:** Presentation, possible action and discussion regarding the approval of the Interlocal Agreement with the City of Brenham and a resolution accepting from the Department of Homeland Security FY 2008 Assistance to Firefighters Grant for the purchase of (6) Motorola model XTS5000 portable radios. The cost to the City of College Station for the purchase of these radios will be \$4,578.

**Recommendation(s):** Staff recommends acceptance of the grant from the Department of Homeland Security to purchase the portable radios.

**Summary:** The City of Brenham has been awarded a regional project grant from the Department of Homeland Security for the purchase of new emergency portable radios. The City of College Station is a regional partner and is scheduled to receive (6) Motorola XTS5000 portable radios from this FY 2008 regional Grant. The total value of the City of College Station's portion of the grant is \$22,890.00. The grant requires that each recipient pay a 20% match to receive the grant. The City of College Station's 20% match requirement equals \$4,578. The radios will be utilized for emergency response to incidents in our community and in our 7 county Council of Government response area.

**Budget & Financial Summary:** The 20% matching funds (\$4,578) will be paid for from our Department of Information Technology Radio replacement fund project code 0601.

**Attachments:**  
Resolution  
Interlocal Agreement

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, ACCEPTING THE TERMS AND CONDITIONS IN THE LETTER OF APPLICATION FOR THE DEPARTMENT OF HOMELAND SECURITY ASSISTANCE TO FIREFIGHTERS GRANT.

WHEREAS, The Department of Homeland security (DHS) Grant Office for Domestic Preparedness, has authorized and established the application process for the Assistance to Firefighters Grant to improve firefighter access to safety equipment; and

WHEREAS, the City of College Station would like to participate with the City of Brenham on a regional Assistance to Firefighters Grant (AFG) to participate and receive (6) Motorola model XTS5000 portable radios to improve firefighter safety and emergency communications. Under the guidelines of this grant, if approved by City Council the Federal Share of this grant would be \$22,890.00 and the 20% match that College Station would pay would be \$4,578.00 dollars and would be paid out of the radio replacement budget;

WHEREAS, the City Council appoints the Fire Chief or his designee, as the authorized contact person for the Assistance to Firefighters Grant Program;

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

PART 1: That if the City Council hereby accepts the terms and conditions in the Letter of Acknowledgement from the Department of Homeland Security Assistance to Firefighters Grant and in the Interlocal Agreement with the City of Brenham Texas.

PART 2: That this resolution shall take effect immediately from and after its passage.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2010.

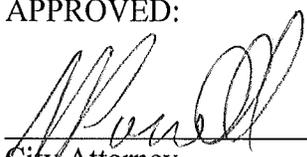
ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:

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



**Mayor**  
Milton Y. Tate, Jr.

**Council Members**  
Gloria Nix, Mayor Pro Tem  
Andrew Ebel  
Danny Goss  
Keith Herring  
Charlie Pyle  
Weldon C. Williams, Jr.

RECEIVED

March 3, 2010

MAR 5 2010

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

**RE: ILA for the Assistance to Firefighters Grant**

Gentlemen:

Upon completion of the purchasing documents for the public safety radios, the City of Brenham was notified by Motorola of an available rebate and the option to obtain additional radios at minimal cost. Due to this unexpected amendment by Motorola, the Interlocal Agreement/Memorandum of Understanding that was mailed to you on February 8, 2010 must be amended to reflect the new pricing structure and revised radio counts.

Therefore, please find enclosed two executed originals of an **amended** Interlocal Agreement/Memorandum of Understanding between the City of Brenham and Washington County for the Assistance to Firefighters Grant. Please execute one and return it to me for the City's file; note that I have enclosed a self-addressed envelope to assist you.

If you have any questions, please don't hesitate to contact me at 979-337-7567 or via e-mail at [jbelling@ci.brenham.tx.us](mailto:jbelling@ci.brenham.tx.us).

Sincerely,

Jeana Bellinger, TRMC  
City Secretary

THE STATE OF TEXAS           §  
  §  
COUNTY OF WASHINGTON       §

**INTERLOCAL AGREEMENT/MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF BRENHAM AND THE CITY OF COLLEGE STATION  
FOR THE  
ASSISTANCE TO FIREFIGHTERS GRANT**

**THIS INTERLOCAL AGREEMENT/MEMORANDUM OF UNDERSTANDING** (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the City of Brenham (hereinafter referred to as "CITY"), of Washington County, State of Texas, and the City of College Station (hereinafter referred to as “COLLEGE STATION”) of Brazos County, State of Texas, witnesseth:

**WHEREAS**, the CITY and COLLEGE STATION, in addition to other entities, previously submitted a joint application to the Department of Homeland Security for a regional project grant from the FY2008 Assistance to Firefighters Grant program; and

**WHEREAS**, the CITY, as the host grantee of the regional project, has been awarded a regional project grant from the Department of Homeland Security FY2008 Assistance to Firefighters Grant Program; and

**WHEREAS**, the CITY is the grantee and host of the regional project grant pursuant to the Grant program and related grant requirements; and

**WHEREAS**, this Agreement is made under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code and the Grant Program requirements; and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

**WHEREAS**, the total grant allocation for the region is \$453,600.00 of which the Grant recipients are required to match 20% (a total required match of \$90,720.00); and

**WHEREAS**, COLLEGE STATION is scheduled to receive six (6) Motorola model XTS5000 portable radios, valued at \$ 22,890.00, of which \$ 4,578.00 (which is the required 20% match of the cost of the radios) will be paid by COLLEGE STATION to the CITY; and

**WHEREAS**, upon receipt of the anticipated Grant funds and subsequent purchase of the radios, the CITY agrees to permanently and irrevocably loan to COLLEGE STATION the aforementioned six (6) radios from the FY2008 Assistance to Firefighters Grant; and

**WHEREAS**, the CITY and COLLEGE STATION agree that COLLEGE STATION is also completely responsible for the maintenance and upkeep of the portable radios upon COLLEGE STATION's receipt of the radios;

**NOW THEREFORE**, in consideration of the promises and obligations set forth herein, the CITY and COLLEGE STATION acknowledge and agree as follows:

**Section 1**

The above recitals are incorporated herein and made a part of the body of this Agreement of Understanding as if fully set forth herein for all purposes.

**Section 2**

The CITY and COLLEGE STATION, in addition to other entities, previously submitted a joint application to the Department of Homeland Security for a regional project grant from the FY2008 Assistance to Firefighters Grant program. The CITY, as the host grantee of the regional project, has been awarded a regional project grant from the Department of Homeland Security FY2008 Assistance to Firefighters Grant Program. The CITY is the grantee and host of the regional project grant pursuant to the Grant Program and related grant requirements.

Upon the CITY's receipt of the grant funds in the amount described herein and the matching funds from COLLEGE STATION in the amount described herein, CITY agrees to purchase the aforesaid portable radios, and permanently and irrevocably loan the aforesaid portable radios to COLLEGE STATION. COLLEGE STATION shall utilize the portable radios provided pursuant to this Agreement in accordance with the Grant Program requirements and the terms of this Agreement.

**Section 3**

COLLEGE STATION agrees to use the portable radios in accordance with the terms of the Grant program requirements and this Agreement. COLLEGE STATION, as a grantee, further agrees to comply with all provisions of the program guidelines and other requirements of the FY2008 Assistance to Firefighters Grant Program applicable to grantees.

**Section 4**

Nothing in the performance of this Agreement shall impose any liability for claims against the CITY or COLLEGE STATION other than claims for which liability may be imposed by the Tort Claims Act or other applicable law.

**Section 5**

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party. By entering into this Agreement, neither party waives nor shall be deemed to waive any right, defense, or immunity available to either party.

**Section 6**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 7**

The purpose of this Agreement is to assist in the purchase radios for use in a regional communications system in accordance with the FY2008 Assistance to Firefighters Grant Program requirements.

**Section 8**

The failure of either party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement.

**Section 9**

The waiver by either party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision, unless so stipulated by the party not in breach of this agreement.

**Section 10**

Except as otherwise provided herein, this Agreement shall be effective immediately upon the approval of this Agreement by both parties and is effective until the expiration of the period of performance of the Grant award, including any extensions thereof. Additionally, as part of the grant requirements, the CITY and COLLEGE STATION, as applicable, shall maintain grant files and supporting documentation for a period of three (3) years after the conclusion and closeout of the grant or any audit subsequent to closeout.

**Section 11**

This Agreement shall be construed under an in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Washington County, Texas. Exclusive venue for any claim, dispute, cause of action or legal proceeding arising out of this Agreement shall be in Washington County, Texas.

**Section 12**

All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested. Notices sent pursuant to this Agreement shall be delivered or sent to the City Manager at the following address:

City Manager  
City of Brenham  
P.O. Box 1059  
Brenham, Texas 77834-105

Notices sent pursuant to this Agreement shall be delivered or sent to the following address:

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

When notices sent are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. post office. Either party may change its address for notice under this Agreement by providing a notice of the change in compliance with this paragraph to all other parties.

**Section 13**

If any one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

**Section 14**

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respects to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any parties which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the parties. No official, representative, agent or employee of the CITY, has any authority to modify this Agreement except pursuant to express authority to do so granted by the City Council of the City of Brenham, Texas. No official, representative, agent or employee of COLLEGE STATION, has any authority to modify this Agreement except pursuant to express authority to do so granted by the City of College Station's City Council.

**Section 15**

This Agreement shall be binding upon and inure to the benefit of the parties to it and their respective legal representatives, successors and assigns where permitted by this Agreement.

**Section 16**

Words of gender used in this Agreement shall be held and construed to include any other gender or words in the singular number shall be held to include the plural and vice versa unless this Agreement requires otherwise.

**SIGNED and ENTERED** this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**CITY OF COLLEGE STATION, TEXAS**

**CITY OF BRENHAM, TEXAS**

\_\_\_\_\_  
**PRINTED NAME:**  
**TITLE:**

*Milton Y. Tate, Jr.*  
\_\_\_\_\_  
**MILTON Y. TATE, JR.**  
**MAYOR**

**ATTEST:**

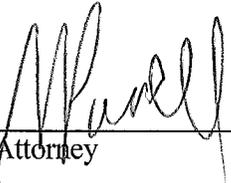
\_\_\_\_\_  
**PRINTED NAME:**  
**TITLE:**

*Jeana Bellinger*  
\_\_\_\_\_  
**JEANA BELLINGER, FRMC**  
**CITY SECRETARY**



APPROVED:

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

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

\_\_\_\_\_  
Chief Financial Officer  
Date: \_\_\_\_\_

**April 8, 2010**  
**Consent Agenda Item No. 2L**  
**Westminster Gravity Sewer Line Construction Contract**  
**Work Order Number WF0786101**

**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 (Contract No.10-127) with Brazos Valley Services in the amount of \$62,652.60 for the Westminster Gravity Sewer Line project.

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

**Summary:** The Westminster Gravity Sewer Line Project will consist of the installation of an 8" gravity flow sanitary sewer line along Wellborn Road between Southern Trace and Capstone Drive, to serve areas of the City that were previously annexed. Once complete, the new sewer line will add new customers currently on an On Site Sewage Facility (OSSF), and eliminate a portion of an existing sanitary sewer force main. Brazos Valley Services has been selected as the lowest responsible bidder in response to the city's solicitation of bids. This contract is for the total amount of \$62,652.60

**Budget & Financial Summary:** Funds in the amount of \$359,314.00 are budgeted in the Wastewater Capital Projects Fund for this project. Funds in the amount of \$153,331.12 have been expended or committed to date, leaving a balance of \$205,982.88 for this construction contract and future expenses.

**Attachments:**

- 1.) Resolution
- 2.) Project Location Map
- 3.) Bid Tabulation

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE WESTMINSTER GRAVITY SEWER LINE PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.**

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Westminster Gravity Sewer Line Project; and

WHEREAS, the selection of Brazos Valley Services is being recommended as the lowest responsible bidder for the construction services related to the Westminster Gravity Sewer Line 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 for a total contract amount of \$62,652.60 for the labor, materials and equipment required for the improvements related to the Westminster Gravity Sewer Line Project.

PART 3: That the funding for this Contract shall be as budgeted from the Wastewater Capital Projects Fund in the amount of \$62,652.60.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_.

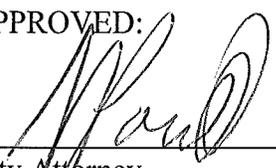
ATTEST:

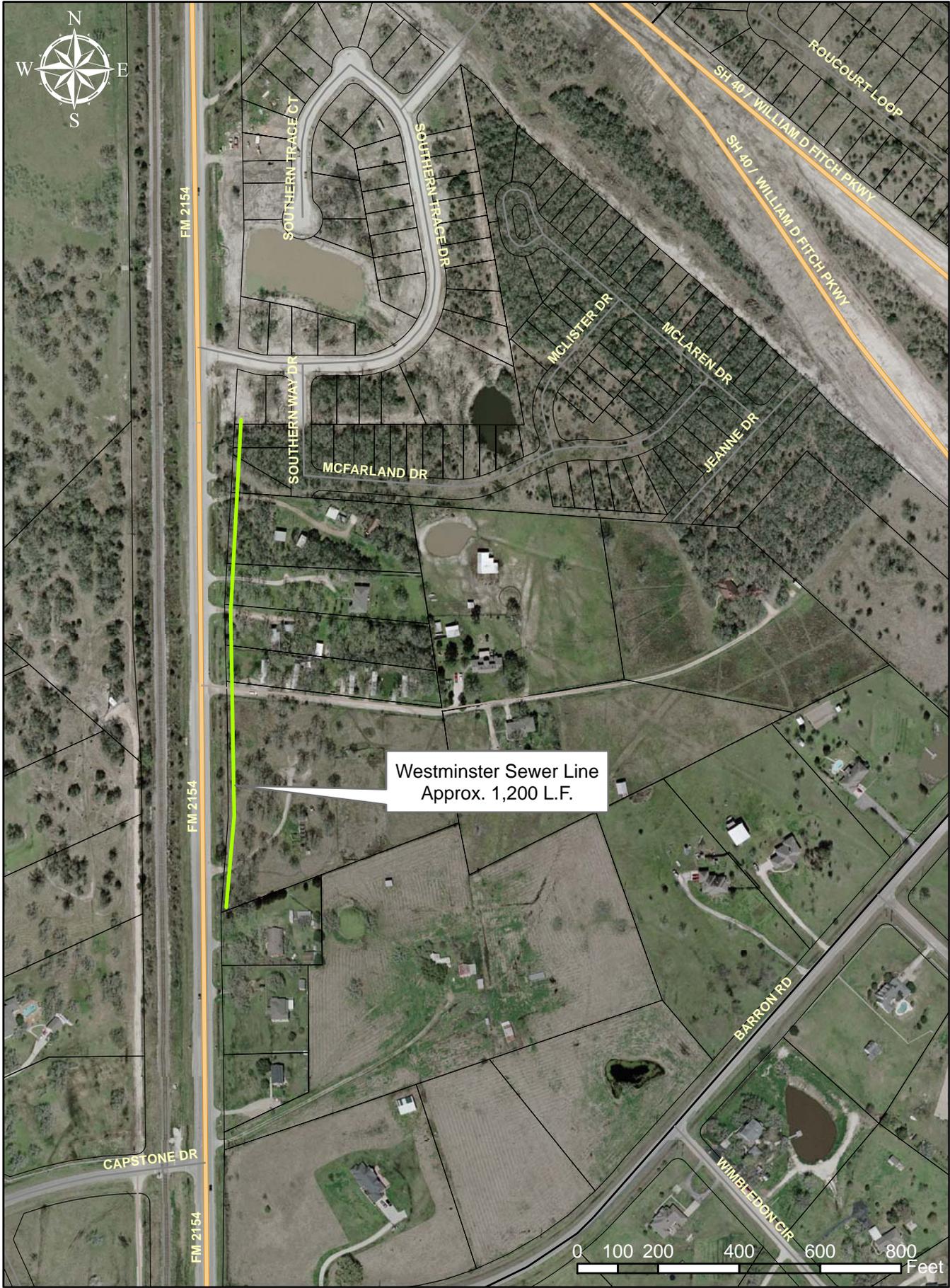
APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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





City of College Station - Purchasing Division  
 Bid Tabulation for #10-39  
 "Westminster Gravity Sewer Line"  
 Open Date: Wednesday, March 10, 2010 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Brazos Valley Services (Bryan, TX)		Elliott Construction, Ltd. (College Station, TX)		D&S Contracting (College Station, TX)		A.L. Helmcamp, Inc. (Buffalo, TX)		Kieschnick General Contractors (College Station, TX)		Dudley Construction, Ltd. (College Station, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
<b>GENERAL</b>															
1	1	LS	Insurance and mobilization for all material, equipment and labor to complete the project (not to exceed 5%), complete in place. (Lump Sum)	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$3,050.00	\$3,050.00	\$9,000.00	\$9,000.00	\$3,500.00	\$3,500.00	\$13,405.50	\$13,405.50
2	6	EA	Gravel driveway repair per B/CS Unified Detail ST4-00, (includes 5 driveways and Norton Lane crossing) complete in place. (Each)	\$250.00	\$1,500.00	\$1,375.00	\$8,250.00	\$671.00	\$4,026.00	\$200.00	\$1,200.00	\$900.00	\$5,400.00	\$1,970.35	\$11,822.10
<b>GENERAL SUBTOTAL</b>				<b>\$4,500.00</b>		<b>\$18,250.00</b>		<b>\$7,076.00</b>		<b>\$10,200.00</b>		<b>\$8,900.00</b>		<b>\$25,227.60</b>	
<b>EROSION CONTROL</b>															
3	0.75	AC	Hydromulch and maintain as needed to establish growth all areas disturbed by construction activities, easements, and right-of-way, complete in place. (Acre)	\$2,500.00	\$1,875.00	\$2,725.00	\$2,043.75	\$3,355.00	\$2,516.25	\$1,500.00	\$1,125.00	\$2,500.00	\$1,875.00	\$3,401.65	\$2,551.24
<b>EROSION CONTROL SUBTOTAL</b>				<b>\$1,875.00</b>		<b>\$2,043.75</b>		<b>\$2,516.25</b>		<b>\$1,125.00</b>		<b>\$1,875.00</b>		<b>\$2,551.24</b>	
<b>SANITARY SEWER</b>															
4	1,167	LF	Furnish and install 8" SDR 26 D-2241 PVC sanitary sewer, including excavation, bedding, and compacted backfill, complete in place. (Linear Foot)	\$21.00	\$24,507.00	\$30.00	\$35,010.00	\$29.75	\$34,718.25	\$32.50	\$37,927.50	\$38.00	\$44,346.00	\$32.91	\$38,405.97
5	5	EA	Construct standard precast sanitary sewer manhole, complete in place for (Each)	\$2,500.00	\$12,500.00	\$1,800.00	\$9,000.00	\$2,196.00	\$10,980.00	\$2,200.00	\$11,000.00	\$3,400.00	\$17,000.00	\$2,957.19	\$14,785.95
6	9	VF	Construct sanitary sewer manhole extra depth (greater than 8 ft), complete in place. (Per extra Vertical Foot)	\$250.00	\$2,250.00	\$150.00	\$1,350.00	\$150.00	\$1,350.00	\$250.00	\$2,250.00	\$80.00	\$720.00	\$226.67	\$2,040.03
7	1	EA	Construct 6" service into precast manhole including drop connection and cap, complete in place. (Each)	\$750.00	\$750.00	\$400.00	\$400.00	\$377.00	\$377.00	\$1,500.00	\$1,500.00	\$600.00	\$600.00	\$1,560.34	\$1,560.34
8	1	EA	Make tie in to existing sanitary sewer manhole, complete in place. (Each)	\$500.00	\$500.00	\$500.00	\$500.00	\$444.00	\$444.00	\$750.00	\$750.00	\$500.00	\$500.00	\$1,521.64	\$1,521.64
9	1	LS	Locate existing 4" force main, install 2 - 45° bends and install 4" SDR 26 D-2241 PVC sanitary sewer to make tie into existing manhole, complete in place. (Lump Sum)	\$600.00	\$600.00	\$500.00	\$500.00	\$626.00	\$626.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$1,555.12	\$1,555.12
10	4	EA	Construct 4" sanitary sewer service lead and cap, complete and in place. (Each)	\$400.00	\$1,600.00	\$325.00	\$1,300.00	\$367.00	\$1,468.00	\$1,000.00	\$4,000.00	\$150.00	\$600.00	\$1,421.22	\$5,684.88
11	1	EA	Construct 6" sanitary sewer service lead and cap, complete and in place. (Each)	\$400.00	\$400.00	\$400.00	\$400.00	\$410.00	\$410.00	\$1,200.00	\$1,200.00	\$150.00	\$150.00	\$1,578.96	\$1,578.96
12	879	LF	Remove and dispose of existing 4" PVC force main, complete and in place. (Linear Foot)	\$5.00	\$4,395.00	\$5.00	\$4,395.00	\$14.65	\$12,877.35	\$12.50	\$10,987.50	\$8.00	\$7,032.00	\$18.77	\$16,498.83
13	333	LF	Grout fill and abandon 4" existing sanitary sewer force main, complete in place. (Linear Foot)	\$3.00	\$999.00	\$6.25	\$2,081.25	\$7.30	\$2,430.90	\$8.00	\$2,664.00	\$8.00	\$2,664.00	\$35.77	\$11,911.41
14	1,167	LF	T.V. testing for all new gravity sanitary sewer lines, complete and in place. (Linear Foot)	\$2.50	\$2,917.50	\$2.00	\$2,334.00	\$5.50	\$6,418.50	\$2.00	\$2,334.00	\$3.00	\$3,501.00	\$6.88	\$8,028.96
15	235	SY	Furnish and install Block Sodding including preparation of ground for planting, raking, fertilizing, watering, sprinkling, maintenance, and for labor, tools, equipment and incidentals necessary to complete the work, complete and in place. (Square Yard)	\$5.00	\$1,175.00	\$4.00	\$940.00	\$12.20	\$2,867.00	\$3.50	\$822.50	\$12.00	\$2,820.00	\$5.74	\$1,348.90



City of College Station - Purchasing Division  
 Bid Tabulation for #10-39  
 "Westminster Gravity Sewer Line"  
 Open Date: Wednesday, March 10, 2010 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Brazos Valley Services (Bryan, TX)		Elliott Construction, Ltd. (College Station, TX)		D&S Contracting (College Station, TX)		A.L. Helmcamp, Inc. (Buffalo, TX)		Kieschnick General Contractors (College Station, TX)		Dudley Construction, Ltd. (College Station, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
16	1,167	LF	Furnish and implement a Trench Safety Plan (Linear Foot)	\$2.30	\$2,684.10	\$1.00	\$1,167.00	\$1.20	\$1,400.40	\$1.00	\$1,167.00	\$2.00	\$2,334.00	\$1.58	\$1,843.86
17	1	LS	Furnish and install all necessary sedimentation and erosion control measures to comply with the TPDES General Construction Permit, including silt fencing, hay bales, etc. complete and in place (Lump Sum)	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$3,050.00	\$3,050.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$4,928.65	\$4,928.65
<b>SANITARY SEWER SUBTOTAL</b>				<b>\$56,277.60</b>		<b>\$59,877.25</b>		<b>\$79,417.40</b>		<b>\$78,602.50</b>		<b>\$85,267.00</b>		<b>\$111,693.50</b>	
<b>TOTAL BASE BID</b>				<b>\$62,652.60</b>		<b>\$80,171.00</b>		<b>\$89,009.65</b>		<b>\$89,927.50</b>		<b>\$96,042.00</b>		<b>\$139,472.34</b>	
Certification of Bid				✓		✓		✓		✓		✓		✓	
Acknowledged Addendum(s)				✓		✓		✓		✓		✓		✓	
Bid Bond				✓		✓		✓		✓		✓		✓	

**NOTES:**

Brazos Valley Services

Bidder miscalculated the subtotal for Sanitary Sewer as \$54,760.50 and the Total Base Bid as \$61,135.50. The highlighted totals above are correct.

A.L. Helmcamp, Inc.

Bidder miscalculated the subtotal for Erosion Control as \$1,500.00, the total for Item 15 as \$882.50, the subtotal for Sanitary Sewer as \$78,662.50 and the Total Base Bid as \$90,362.50. The highlighted totals above are correct.

**April 8, 2010**  
**Consent Agenda Item No. 2m**  
**Dowling Road High Service Pump Station Improvements**  
**and a Resolution Declaring Intention to Reimburse Certain**  
**Expenditures with Proceeds From Debt**  
**Project Number WF1223117**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion on a Professional Services Contract with Malcolm Pirnie, Inc., in the amount of \$113,107, for the preliminary engineering of the Dowling Road High Service Pump Station Improvements, and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Recommendation(s):** Staff recommends approval of the professional services contract, and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Summary:** The Dowling Road High Service Pump Station houses the pumps that pressurize our water distribution system. These pumps are required by the Texas Commission on Environmental Quality (TCEQ) to meet certain capacity parameters, and our water demands have grown to the point that the pumps must be upgraded soon. Malcolm Pirnie, Inc. was contacted to submit a proposal for designing the project based upon their prior experience of designing other pump station facilities through the Request for Qualification 10-19. The project scope of the Dowling Road High Service Pump Station Improvements is for design and construction of upgrades and improvements to the existing pump station to ensure the facility meets the firm capacity (the maximum flowrate under design conditions with the largest pumping unit out of service) requirements established by TCEQ.

The first phase of this project is the preliminary engineering report. With the projected preliminary design budget of \$113,107, Malcolm Pirnie, Inc will develop multiple options to modify the pump station to increase the pumping capacity of the system, increase the efficiency of the pump station, and reduce the City's operation and maintenance cost. During this analysis, Malcolm Pirnie, Inc. will evaluate four alternatives to increase the capacity of the pump station by replacing, modifying, or adding supplementary equipment, and develop a life cycle cost analysis for each alternative. Upon completion of this effort, the design will be approximately 30% complete, and the City will have a better understanding of the improvements to actually be constructed and the infrastructure to remain. A detailed design contract will be brought forth at a later date for Council consideration.

**Budget & Financial Summary:** The budget for this project is currently \$2,500,000. No funds have been expended or committed to date. The P.O. for the project design is \$113,107.00.

The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because the long term debt has not been issued for the project. The debt for the project is scheduled to be issued later this fiscal year and next fiscal year.

**Attachments:**

- 1.) Resolution
- 2.) Project Location Map
- 3.) Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE DOWLING ROAD HIGH SERVICE PUMP STATION IMPROVEMENTS PROJECT.**

WHEREAS, the City of College Station, Texas, solicited proposals for the preliminary engineering report phase services; and

WHEREAS, the selection of Malcolm Pirnie, Inc. is being recommended as the most highly qualified provider of the preliminary engineering report 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 Malcolm Pirnie, Inc. is the most highly qualified provider of the services for Dowling Road High Service Pump Station Improvements Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with Malcolm Pirnie, Inc. for an amount not to exceed \$113,107.00 for the design and construction phase services related to the Dowling Road High Service Pump Station Improvements Project.

PART 3: That the funding for this Contract shall be as budgeted from the Water Services Fund in the amount of \$113,107.00.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2010.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

*Carla A. Robinson*  
\_\_\_\_\_  
City Attorney

# DOWLING RD HIGH SERVICE PUMP STATION IMPROVEMENTS



HARVEY MITCHELL PW

UNNAMED 7808

UNNAMED 7809

DOWLING RD

SADDLE LN

QUAIL RN

BLUE QUAIL LN

JONES BUTLER RD

QUAIL'S NEST CR

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

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH  
PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$2,500,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 8th DAY OF APRIL, 2010.

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

ATTEST:

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

(Seal)

APPROVED:

A handwritten signature in black ink, appearing to read "James A. Horton", is written over a horizontal line.

McCull, Parkhurst & Horton L.L.P.  
Bond Counsel

Exhibit "A"

The projects to be financed that are the subject of this Statement are:

Design and Construction of upgrades and improvements to the existing Dowling Road Pump Station facility to increase capacity as required by Texas Commission on Environmental Quality (TCEQ)

**April 8, 2010**  
**Consent Agenda Item No. 2n**  
**Lick Creek Wastewater Treatment Plant Miscellaneous Improvements**  
**and a Resolution Declaring Intention to Reimburse Certain**  
**Expenditures with Proceeds From Debt**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion on a Professional Services Contract with HDR Engineering, Inc., in the amount of \$234,120, for the design of the Lick Creek Wastewater Treatment Plant Miscellaneous Improvements, and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Recommendation(s):** Staff recommends approval of the professional services contract and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Summary:** The scope of the Lick Creek Wastewater Treatment Plant Miscellaneous Improvements is for design and construction of improvements to the centrifuge, sludge holding tank, return activated sludge process, process controls, clarifier catwalks, and the influent lift station guiderails. With the projected design budget of \$234,120, HDR Engineering Inc. was contacted to submit a proposal for designing the project based upon their prior experience of designing other wastewater treatment plants through Request for Qualifications 08-95. HDR performed a Preliminary Engineering Report for these improvements, previously.

**Budget & Financial Summary:** For ease of project administration and economies of scale, several projects have been combined to be included in this Lick Creek (LC) Wastewater Treatment Plant Miscellaneous Improvements project. These projects include LC Centrifuge, LC Clarifier Catwalks, LC Holding Tank, LC Process Control Improvements, LC Return Activated Sludge, and LC Guiderails. The total current project budget for these improvements is \$1,740,500. \$48,861.32 has been expended or committed to date leaving a balance of \$1,691,638.68 for design and construction. The contract for the project design is \$234,120. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because the long term debt has not been issued for these projects. This debt is scheduled to be issued later this fiscal year.

**Attachments:**

- 1.) Resolution
- 2.) Project Location Map
- 3.) Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE LICK CREEK WASTEWATER TREATMENT PLANT MISCELLANEOUS IMPROVEMENTS.**

WHEREAS, the City of College Station, Texas, solicited proposals for the design and construction phase services; and

WHEREAS, the selection of HDR Engineering, Inc. is being recommended as the most highly qualified provider of the design and construction phase 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 HDR Engineering, Inc. is the most highly qualified provider of the services for Lick Creek Wastewater Treatment Plant Miscellaneous Improvements Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with HDR Engineering, Inc. for an amount not to exceed \$234,120 for the design and construction phase services related to the Lick Creek Wastewater Treatment Plant Miscellaneous Improvements Project.

PART 3: That the funding for this Contract shall be as budgeted from the Wastewater Capital Improvement Projects Fund in the amount of \$234,120.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2010.

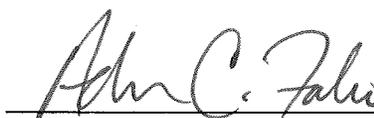
ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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

# LICK CREEK WWTP MISCELLANEOUS IMPROVEMENTS



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

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH  
PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$1,750,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 8th DAY OF APRIL, 2010.

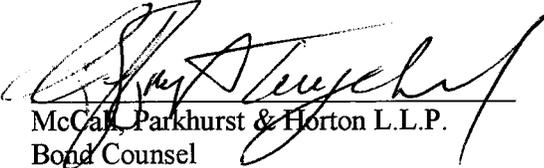
\_\_\_\_\_  
Ben White, Mayor

ATTEST:

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

(Seal)

APPROVED:



McCain, Parkhurst & Horton L.L.P.  
Bond Counsel

## Exhibit "A"

The projects to be financed that are the subject of this Statement are:

The design and construction of Miscellaneous Improvements at the Lick Creek Wastewater Treatment Plant including improvements to the centrifuge, sludge holding tank, return activated sludge process, process controls, clarifier catwalks, and the influent lift station guiderails.

**April 8, 2010**  
**Consent Agenda Item No. 2o**  
**Change Fire Staffing Application to Hosted Solution**

**To:** Glenn Brown, City Manager

**From:** Ben Roper, IT Director

**Agenda Caption:** Presentation, possible action, and discussion to approve a resolution amending the Agreement between Principal Decision Systems International (PDSI) and the City that changes from a self-hosted access to Telestaff to a PDSI-hosted Web Access to Telestaff, at no cost to the City.

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

**Summary:** Since 2002, Fire Department has been using the Telestaff application to manage Fire Department personnel scheduling. At the time of implementation, the application was hosted on city owned servers. In 2010 Police Department began using the Telestaff application for their personnel scheduling. The self-hosted option is no longer available. To consolidate hosting options, Fire Department is being moved to the hosted application.

**Budget & Financial Summary:** This amendment is at no cost to the City.

**Attachments:**

Resolution

Attachment A to the Resolution

**2010 AMENDMENT TO TELESTAFF LICENSE AND  
ANNUAL SERVICE AGREEMENT**

This amended agreement (“AGREEMENT”) is made by and between PRINCIPAL DECISION SYSTEMS INTERNATIONAL (“PDSI”), with its principal place of business at 50 Corporate Park, Irvine, CA 92606, and the CITY OF COLLEGE STATION, a Texas Home Rule Municipal Corporation (“CITY”), its principal place of business at 1101 Texas Avenue, College Station, TX 77842, and this amendment shall be subject to the following terms and conditions:

**WHEREAS**, PDSI and CITY entered into and executed an agreement on June 26, 2002, with the contract number of 02-151 (“Original Agreement”); and amended on March 10, 2009, with the contract number of 09-150 (“Amendment for the Police Department”); and

**Whereas**, PDSI and CITY agree to amend the original, 02-151, and the amended agreement, 09-150; and

**WHEREAS**, PDSI and CITY agree that all mutual covenants, agreements, terms and conditions, and valuable consideration from the original and amended agreement will remain in effect and will apply to this amendment; and

**WHEREAS**, the College Station City Council must approve this amendment; and

**NOW, THEREFORE, IN CONSIDERATION** of the performance of the mutual covenants and promises contained herein, PDSI and CITY agree and contract as follows and as shown in Exhibit A “Software License Quotation”:

To amend the original and amended agreements as follows:

To switching from a self-hosted access to Telestaff to a PDSI-hosted Web Access to Telestaff;

There will be no fee increase for PDSI-hosted Web Access to Telestaff;

All other terms and conditions of the original agreement and amended agreement shall remain unchanged and in full force and effect.

EXECUTED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

PDSI

CITY OF COLLEGE STATION

By: 

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

Printed Name: Kathryn Prancevic

Title: National Sales Manager

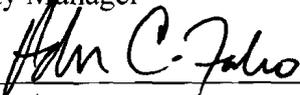
Date: 3/24/2010

ATTEST: \_\_\_\_\_  
City Secretary

APPROVED:

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

\_\_\_\_\_  
Date

  
City Attorney

\_\_\_\_\_  
Date

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

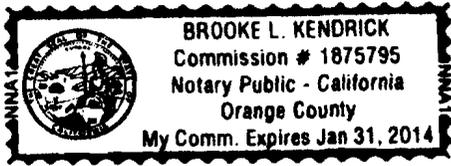
\_\_\_\_\_  
Date

STATE OF CALIFORNIA )  
COUNTY OF ORANGE )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 26<sup>th</sup> day of March, 2010,  
by Kathryn Prancevic in his/her capacity as Sales Manager of  
Principle Decision Systems International

Brooke L. Kendrick  
Notary Public in and for  
the State of California



STATE OF TEXAS )  
COUNTY OF BRAZOS )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2010,  
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

# Exhibit A



## SOFTWARE LICENSE QUOTATION

**Customer: College Station Fire**

### TeleStaff Products

<input type="checkbox"/> Switching from self-hosted to PDSI-hosted Web Access to TeleStaff	\$	0.00
<b>TOTAL</b>	<b>\$</b>	<b>0.00</b>

- Payment Terms: 100% of the total software purchased is due upon execution of this Quotation.
- The pricing above is in U.S. Dollars and will be valid until 5/10/2010.
- Web access to TeleStaff fee will remain the same as in original agreement and be described in invoices as web access Service Fee.

**April 8, 2010**  
**Consent Agenda Item No. 2p**  
**Interlocal Agreement for Exchange of Real Property and Development**  
**Services Between the College Station Independent School District**  
**and the City of College Station**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion of an Interlocal Agreement (ILA) between the College Station Independent School District and the City of College Station for the exchange of real property and development services.

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

**Summary:** The City of College Station has an engineering consultant developing construction documents for the extension of Victoria Avenue (from the terminus to William D. Fitch) and the widening of Barron Road (from Decatur to William D. Fitch). College Station Independent School District (CSISD) owns approximately 64-acres of land on the corner of Victoria Avenue and Barron Road. To complete both of these roadway projects, the City will need to acquire right-of-way and a public utility easement from this 64-acre tract of land owned by CSISD.

CSISD has an architectural consultant developing construction documents for a new high school to be located on the aforementioned tract of land. A Traffic Impact Analysis (TIA), completed as part of the design process for the new high school concluded that a traffic signal will be warranted at the intersection of Victoria Avenue and Barron Road once the high school opens.

This ILA provides for CSISD to dedicate approximately 0.63 acres of land to the City for right-of-way (0.62 acre adjacent to Victoria Avenue and 0.1 acre for a corner clip at Barron Road and Victoria Avenue) and 0.28 acre of land for a public utility easement. In exchange, the City of College Station will design and construct the traffic signal at the intersection of Barron Road and Victoria Avenue as part of the Barron Road Widening Phase II project. Including the new traffic signal in the construction package for Barron Road is the most cost effective and efficient approach for constructing this signal.

**Budget & Financial Summary:** It is estimated that the signal will cost \$175,000. Funds for this signal are available in the Streets Capital Projects portion of the Barron Road Widening Phase II project budget. The Streets portion of this budget is \$11,415,000. Funds in the amount of \$37,560 have been expended or committed to date, leaving a balance of \$11,377,440 for the signal as well as construction and related expenses for the road extension.

**Attachments:**

- 1.) ILA – On file in the City Secretary's Office



**8 April 2010**  
**Regular Agenda Item No. 1**  
**Ordinance Establishing Annexation Public Hearing Dates and Authorizing**  
**Preparation of Annexation Service Plan**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding an ordinance directing staff to prepare a service plan and setting out public hearing dates and times for the annexation of seven acres on Rock Prairie Road West and 52.73 acres on Greens Prairie Trail.

**Recommendation:** Staff recommends approval of the ordinance as presented.

**Summary:** As required by Chapter 43 of the Texas Local Government Code, this ordinance directs Staff to prepare a service plan for areas identified for annexation. The service plan will contain the details related to the provision of specific municipal services to the three tracts identified for annexation under the exempt status. The service plan will be complete and available for public inspection prior to the annexation public hearings.

The ordinance also establishes the following dates, times, and location for the two required annexation public hearings:

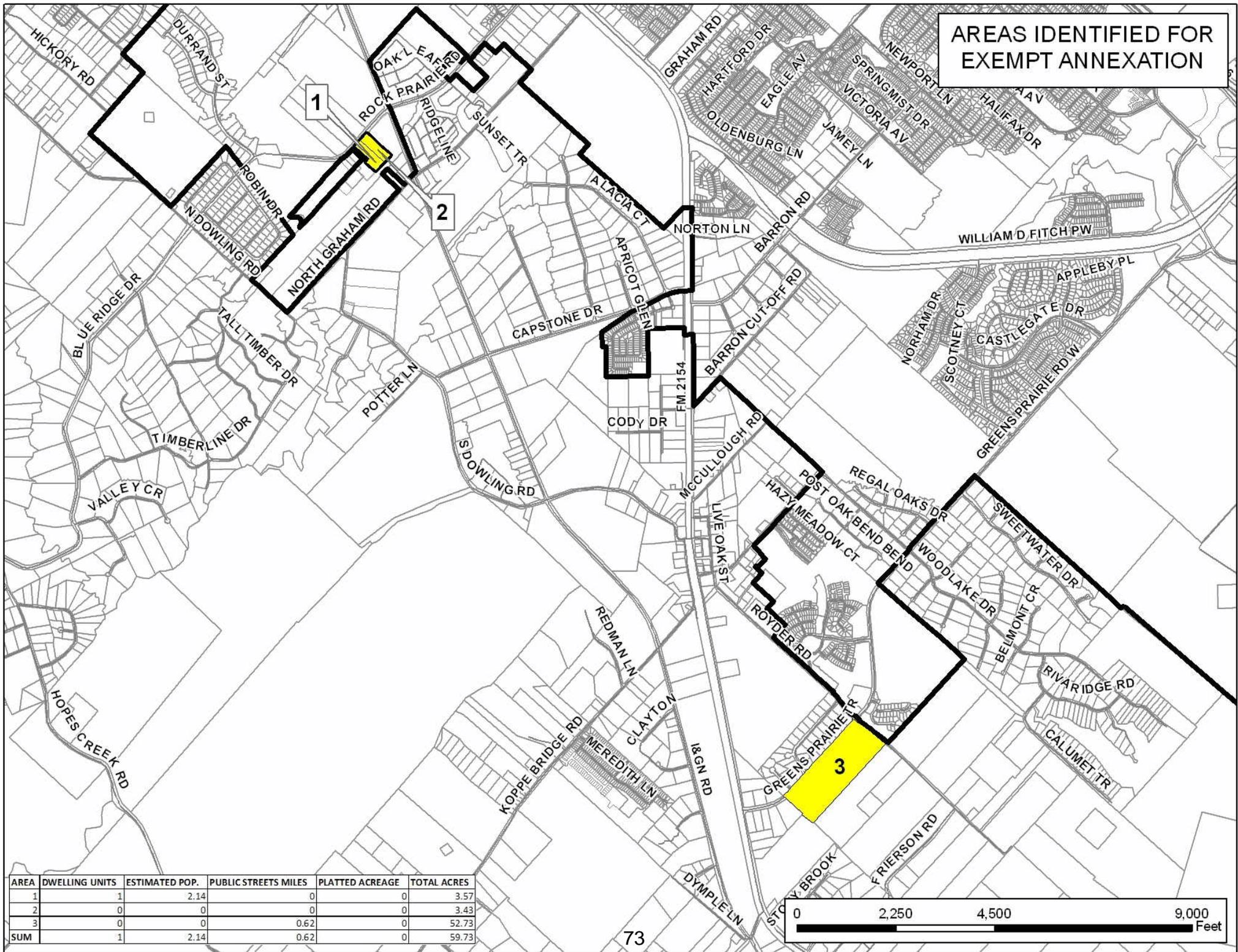
- Monday (May 17, 2010) at 7:00 p.m. in the City Hall Council Chambers
- Tuesday (May 18, 2010) at 6:00 p.m. in the City Hall Council Chambers

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

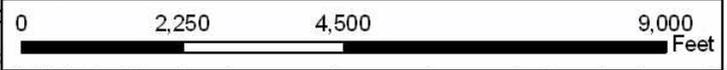
**Attachments:**

1. Aerial
2. Proposed Annexation Timeline
3. Ordinance

**AREAS IDENTIFIED FOR EXEMPT ANNEXATION**



AREA	DWELLING UNITS	ESTIMATED POP.	PUBLIC STREETS MILES	PLATTED ACREAGE	TOTAL ACRES
1	1	2.14	0	0	3.57
2	0	0	0	0	3.43
3	0	0	0.62	0	52.73
<b>SUM</b>	<b>1</b>	<b>2.14</b>	<b>0.62</b>	<b>0</b>	<b>59.73</b>



**2010 Exempt Annexation  
Process Timeline**

**LGC  
Section**

Ordinance directing preparation of Service Plan and establishing Public Hearing dates (8 April City Council Meeting)

43.065

â

Prepare Service Plan, prior to publication of Notice for Public Hearings. Service Plan must be available for public inspection at both Public Hearings.

43.056(j)

â

Notice for Public Hearings:

1. Publish notice in newspaper 20<sup>th</sup> day to 10<sup>th</sup> day before public hearings (publish on 7 April)
2. Post on website 20<sup>th</sup> day to 10<sup>th</sup> day before public hearings (post on 7 April)
3. Provide written notice before 30 days prior to (20 March) date of 1<sup>st</sup> hearing to:
  - a. Each property owner
  - b. Each public entity
  - c. Each private entity that provides service to area(s)
  - d. CSISD
  - e. Certified Mail Notice to railroads serving areas

43.063(c)

43.062

â

1<sup>st</sup> Public Hearing held on 20 April (Special meeting)

43.063(a)

2<sup>nd</sup> Public Hearing held on 22 April (Regular meeting) – Both hearings shall be conducted no sooner than 20 days or later than 40 days before Council considers annexation Ordinance

â

Final annexation ordinance to City Council on 27 May (Regular Meeting)

43.064

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

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, DIRECTING THE PREPARATION OF A SERVICE PLAN AND SETTING DATES AND TIME AND PLACE FOR PUBLIC HEARINGS ON THE PROPOSED ANNEXATION OF CERTAIN PROPERTY.

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

- PART 1: That the City Council hereby directs its Planning & Development Services Department and other appropriate departments to prepare a service plan providing for the extension of municipal services to the areas targeted for annexation.
- PART 2: That the City Council hereby calls and sets public hearings by and before the City Council of the City of College Station, Texas on April 20<sup>th</sup>, 2010 at 6:00 p.m. and April 22<sup>nd</sup>, 2010 at 7:00 p.m. in the City Council Chambers of the City Hall at 1101 Texas Avenue, College Station, Texas. The public hearings will give all interested persons the right to appear and be heard on the proposed annexation by the City of College Station, Texas.
- PART 3: That the areas proposed for annexation are specifically described in Exhibit "A" by metes and bounds and shown graphically by the maps in Exhibit "B", attached hereto and made a part of this ordinance for all purposes.
- PART 4: That this ordinance shall become effective immediately upon passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 8th day of April, 2010.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:

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

**Exhibit A**Annexation Area 1

Proposed Annexation – 3.58 Acres  
Remainder of Edna Goodman Tract  
Peter Norton Survey A-186  
Brazos County, Texas  
February 22, 2010

All of that certain tract of land lying and being situated in the Peter Norton Survey, Abstract no. 186, in Brazos County, Texas, being a part of that 8.000 acre tract conveyed to Edna Faye Goodman by deed recorded in Volume 6525, Page 148 of the Official Public Records of Brazos County, Texas, and being more particularly described as follows:

Commencing at the intersection of the northeast line of the said Goodman tract and the southeast right-of-way line of Rock Prairie Road West, at a corner of the existing City Limits as described in City of College Station Ordinance no. 3049, from where the City of College Station 1994 GPS monument no. 117 bears N 58° 25' 59" E – 2148.9 feet.

Thence S 41° 46' 38" W – 206.83 feet, along said southeast right-of-way line, also being along a line of the said City Limits, to the west corner of that 3.43 acre tract conveyed by deed from Edna Goodman to Chad Jackson and recorded in Volume 9506, Page 99 of the Official Public Records of Brazos County, Texas, and being the **Point of Beginning** of this tract;

Thence S 48° 13' 22" E – 723.95 feet, through the said Goodman tract, along the southwest line of the said Jackson tract, to another line of the said City Limits;

Thence S 43° 09' 06" W – 278.17 feet, along said City Limits line, to the south corner of the said 8.000 acre Goodman tract;

Thence N 47° 49' 48" W – 290.00 feet, along an existing City Limits line and southwest line of the said 8.000 acre tract, to the south corner of that 1.000 acre tract conveyed by deed from Edna Goodman to Monique Goodman and recorded in Volume 7678, Page 264 of the Official Public Records of Brazos County, Texas;

Thence N 42° 10' 12" E – 100.00 feet, along an existing City Limits line, to the east corner of the said Monique Goodman tract;

Thence N 47° 49' 48" W – 427.98 feet, along an existing City Limits line and northeast line of the said 1.000 acre tract, to the southeast right-of-way line of Rock Prairie Road West;

Thence N 41° 46' 38" E – 173.17 feet, along the southeast right-of-way line of Rock Prairie Road West, also being a line of the existing City Limits, to the Point of Beginning and containing 3.58 acres of land more or less.

Bearings are Texas State Plane, NAD-83 datum, based on City of College Station 1994 GPS control points and GPS observations.

This document was prepared under 22 TAC §663.21 does not reflect the results of an on the ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration the boundary of the political subdivision for which it was prepared.

See survey plat dated February 2010.

Annexation Area 2

Proposed Annexation – 3.43 Acres  
Chad Jackson Tract  
Peter Norton Survey A-186  
Brazos County, Texas  
February 22, 2010

All of that certain tract of land lying and being situated in the Peter Norton Survey, Abstract no. 186, in Brazos County, Texas, being a 3.43 acre tract conveyed to Chad Jackson by deed recorded in Volume 9506, Page 99 of the Official Public Records of Brazos County, Texas, which is a part of that 8.000 acre tract conveyed to Edna Faye Goodman by deed recorded in Volume 6525, Page 148 of the Official Public Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at the intersection of the northeast line of the said Goodman tract and the southeast right-of-way line of Rock Prairie Road West, at a corner of the existing City Limits as described in City of College Station Ordinance no. 3049, from where the City of College Station 1994 GPS monument no. 117 bears N 58° 25' 59" E – 2148.9 feet.

Thence S 48° 00' 02" E – 728.85 feet, along a line of the said City Limits, to the east corner of the said Goodman 8.000 acre tract;

Thence S 43° 09' 06" W – 204.06 feet, along another line of the said City Limits, being the southeast line of the said Goodman tract, to the most southerly corner of this tract;

Thence N 48° 13' 22" W – 723.95 feet, along the southwest line of the said Jackson 3.43 acre tract, to the southeast right-of-way line of Rock Prairie Road West;

Thence N 41° 46' 38" E – 206.83 feet, along the southeast line of Rock Prairie Road West, being a line of the said existing City Limits, to the Point of Beginning and containing 3.43 acres of land more or less.

Bearings are Texas State Plane, NAD-83 datum, based on City of College Station 1994 GPS control points and GPS observations.

This document was prepared under 22 TAC §663.21 does not reflect the results of an on the ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration the boundary of the political subdivision for which it was prepared.

See survey plat dated February 2010.

Annexation Area 3

Proposed Annexation Area - 52.73 Acres  
CSISD Tract  
Samuel Davidson Survey, Abstract No. 13,  
Brazos County, Texas  
16 February 2010

All that certain tract or parcel of land lying and being situated in the Samuel Davidson Survey, Abstract No. 13, in Brazos County, Texas, being bounded on the northeast by Creek Meadows Section 5, Phase 1, described by plat recorded in Volume 8989, Page 39 of the Official Public Records of Brazos County, Texas, on the northwest by the northwest right-of-way line of Greens Prairie Trail as described in Volume 1243, Page 274 of the Official Public Records of Brazos County, Texas, on the southwest by Crossroad Woods as described by plat recorded in Volume 1697, Page 219 of the Official Public Records of Brazos County, Texas, and that 42.214 acre tract conveyed to John M. Duncum and wife, Diane Duncum by deed recorded in Volume 2724, Page 215 of the Official Public Records of Brazos County, Texas, on the southeast by that 0.515 acre tract conveyed to John M. Duncum and wife, Diane Duncum by deed recorded in Volume 5819, Page 227 of the Official Public Records of Brazos County, Texas, and that 35.39 acre tract conveyed to Travis E. Nelson by deed recorded in Volume 7178, Page 80 of the Official Public Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at the common corner of the said Creek Meadows Section 5, Phase 1 and the Southside Ranch, LLC 50 acre tract described in Volume 8993, Page 20 of the Official Public Records of Brazos County, Texas, being a south corner of the current City Limits of College Station as defined by Ordinance no. 3056, from where the City of College Station 1994 GPS monument no. 134 bears N 42° 43' 12" W – 6504.1 feet.

Thence along the southwest boundary line of the said Creek Meadows Section 5, Phase 1, also being the current City Limits boundary, as follows:

N 49° 54' 34" W – 162.76 feet;

N 53° 20' 01" W – 231.81 feet;

N 54° 27' 23" W – 149.54 feet;

N 51° 59' 25" W – 261.98 feet;

N 38° 39' 53" W – 139.16 feet, across Greens Prairie Trail, to the south corner of that 171.043 acre Tract One conveyed to Creek Meadows Partners, L.P. and described in Volume 7068, Page 220 of the Official Public Records of Brazos County, Texas;

Thence S 42° 17' 28" W – 128.79 feet, crossing Royder Road and departing from the current City Limits boundary, to a radius point in the northwest right-of-way line of Greens Prairie Trail, and the southeast line of Estates of Royder Ridge Phase One as described by plat recorded in Volume 4119, Page 120 of the Official Public Records of Brazos County, Texas;

Thence S 42° 21' 34" W – 2206.47 feet, along the northwest line of Greens Prairie Trail to the beginning of a tangent curve to the right (R=904.93'), also being in the southeast line of Estates of Royder Ridge Phase Two as described by plat recorded in and Volume 4377, Page 205 of the Official Public Records of Brazos County, Texas;

Thence along the arc of said curve through a central angle of 7° 46' 53" to the east corner of Lot 1 in Block One of the said Crossroad Woods addition;

Thence S 47° 56' 03" E – 101.12 feet across Greens Prairie Trail, to west corner of that 46.027 tract conveyed to College Station Independent School District by deed recorded in Volume 8256, Page 42 of the Official Public Records of Brazos County, Texas

Thence S 48° 02' 08" E – 504.17 feet along the line between the said C.S.I.S.D. tract and Lot 1 in Block 2 of the said Crossroad Woods addition;

Thence S 41° 41' 43" W – 41.35 feet along the southeast line of the said Crossroad Woods addition, to a common corner of the said 42.214 acre Duncum tract and the said C.S.I.S.D. 46.027 acre tract;

Thence S 47° 25' 26" E – 314.44 feet along the common line between the said Duncum 42.214 acre tract and the C.S.I.S.D. tract, to the common corner of the said Duncum 0.515 acre tract and the said C.S.I.S.D. tract;

Thence N 43° 00' 17" E – 2483.05 feet along the line between the said C.S.I.S.D. tract and the said Duncum 0.515 acre and Nelson 35.39 acre tract, to the common corner of the said Nelson and C.S.I.S.D. tracts in the southwest line of Royder Road;

Thence N 42° 49' 25" E – 58.78 feet across Royder Road, to the Point of Beginning and containing 52.73 acres of land more or less.

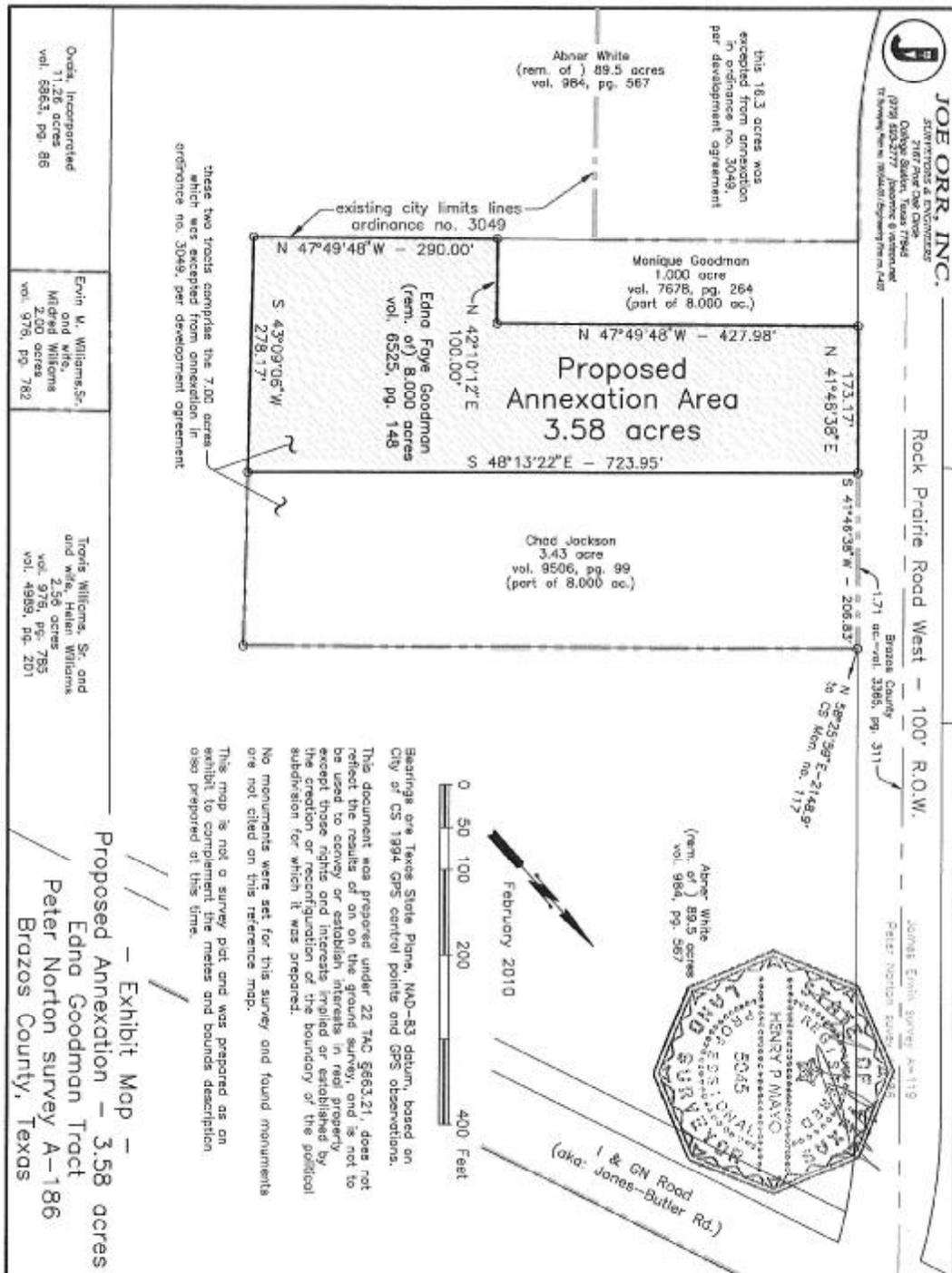
Bearings are Texas State Plane, NAD-83 datum, based on City of College Station 1994 GPS control points and GPS observations.

This document was prepared under 22 TAC §663.21 does not reflect the results of an on the ground survey and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

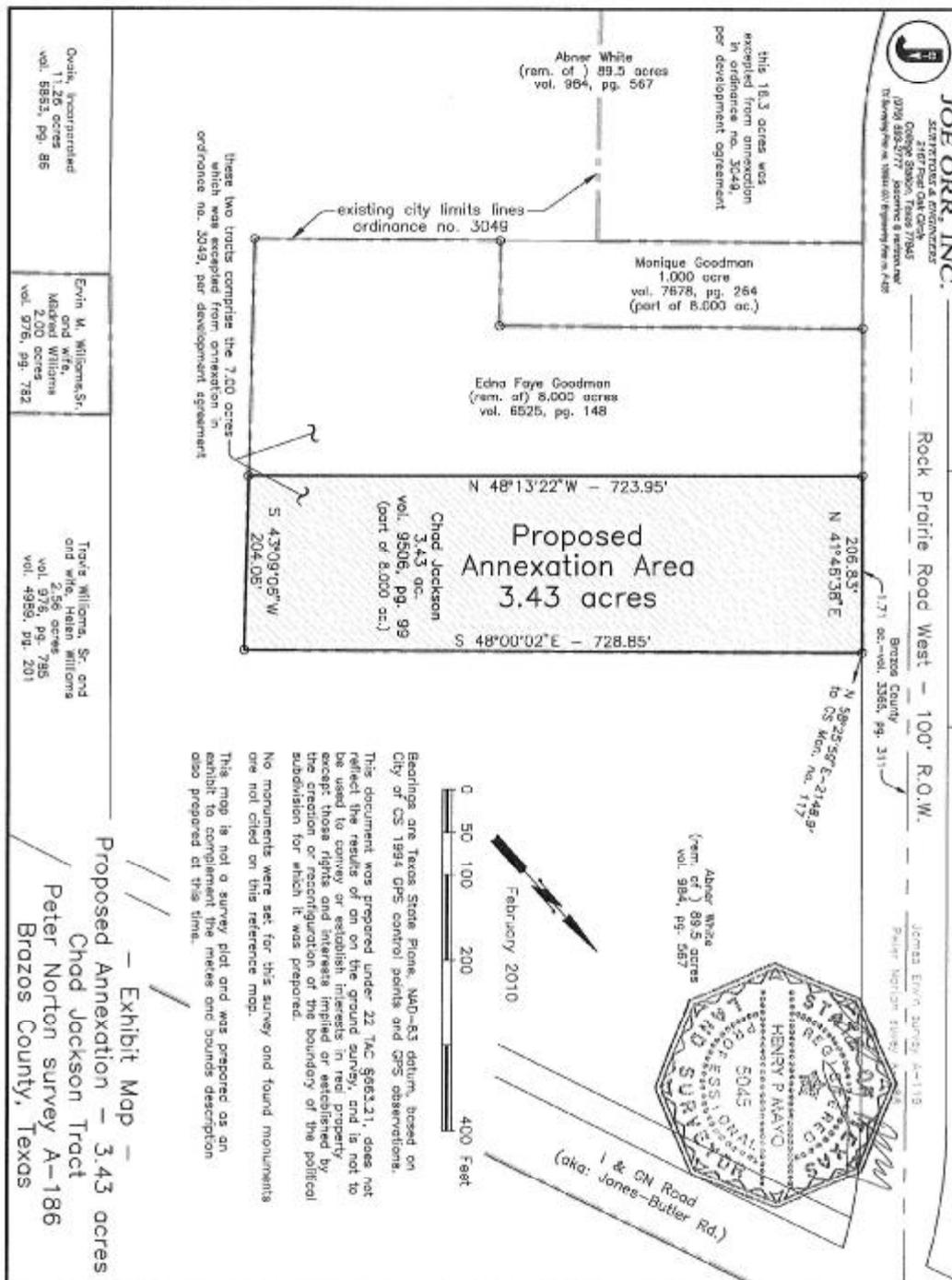
See survey plat dated February 2010.

**Exhibit B**

Annexation Area 1



Annexation Area 2





**April 8, 2010**  
**Regular Agenda Item No. 2**  
**Pooh's Park Subdivision - Easement Abandonment**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning an utility easement in Pooh's Park Subdivision, Section 1 Re-plat.

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

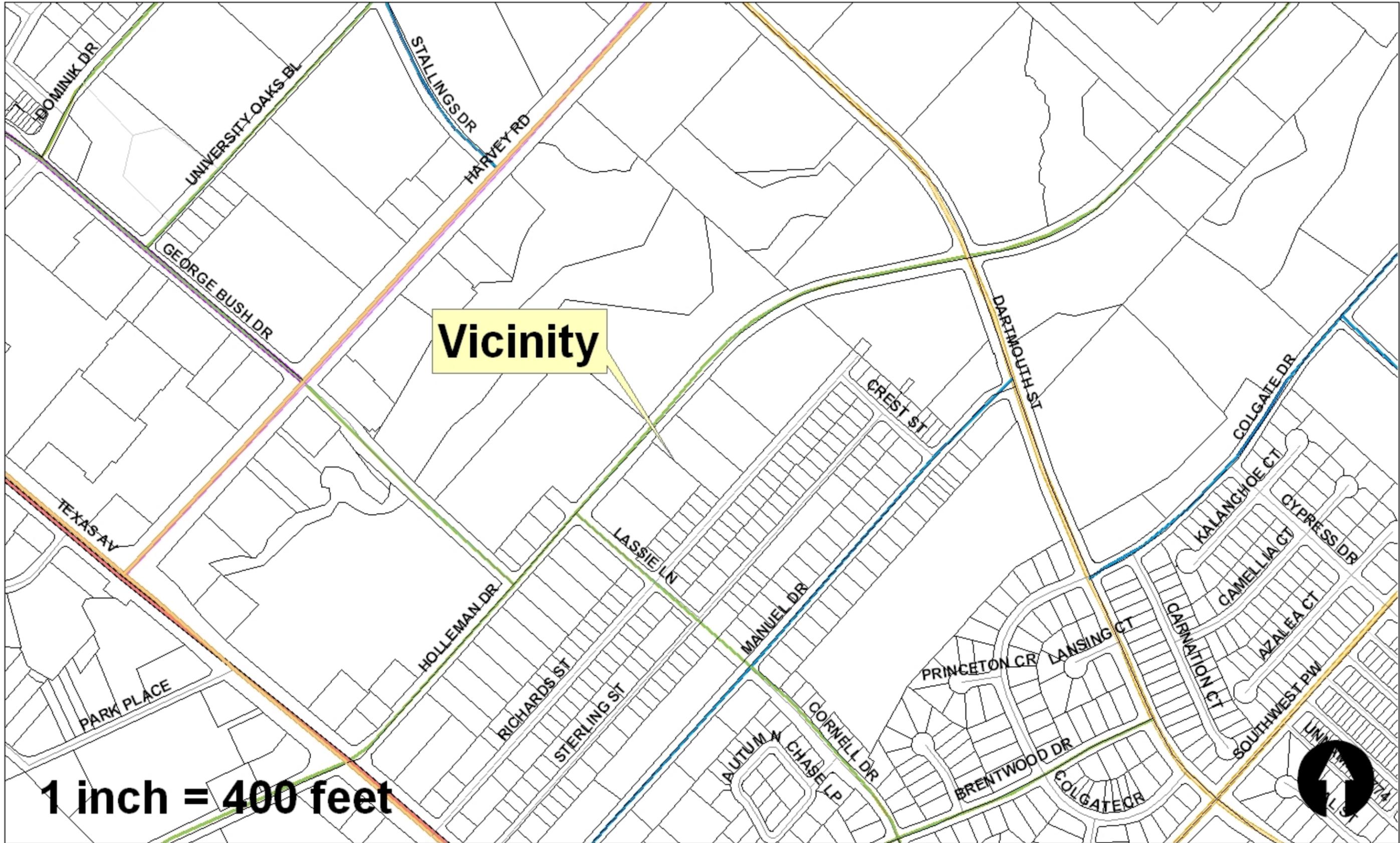
**Summary:** The easement proposed to be abandoned is a 0.0913 acre portion of a fifteen (15) foot wide Public Utility Easement, which is located on Lot 2R of Block 2 of the Pooh's Park Subdivision, Section 1 Re-plat, according to the plat recorded in Volume 8808, Page 25, of the Deed Records of Brazos County, Texas.

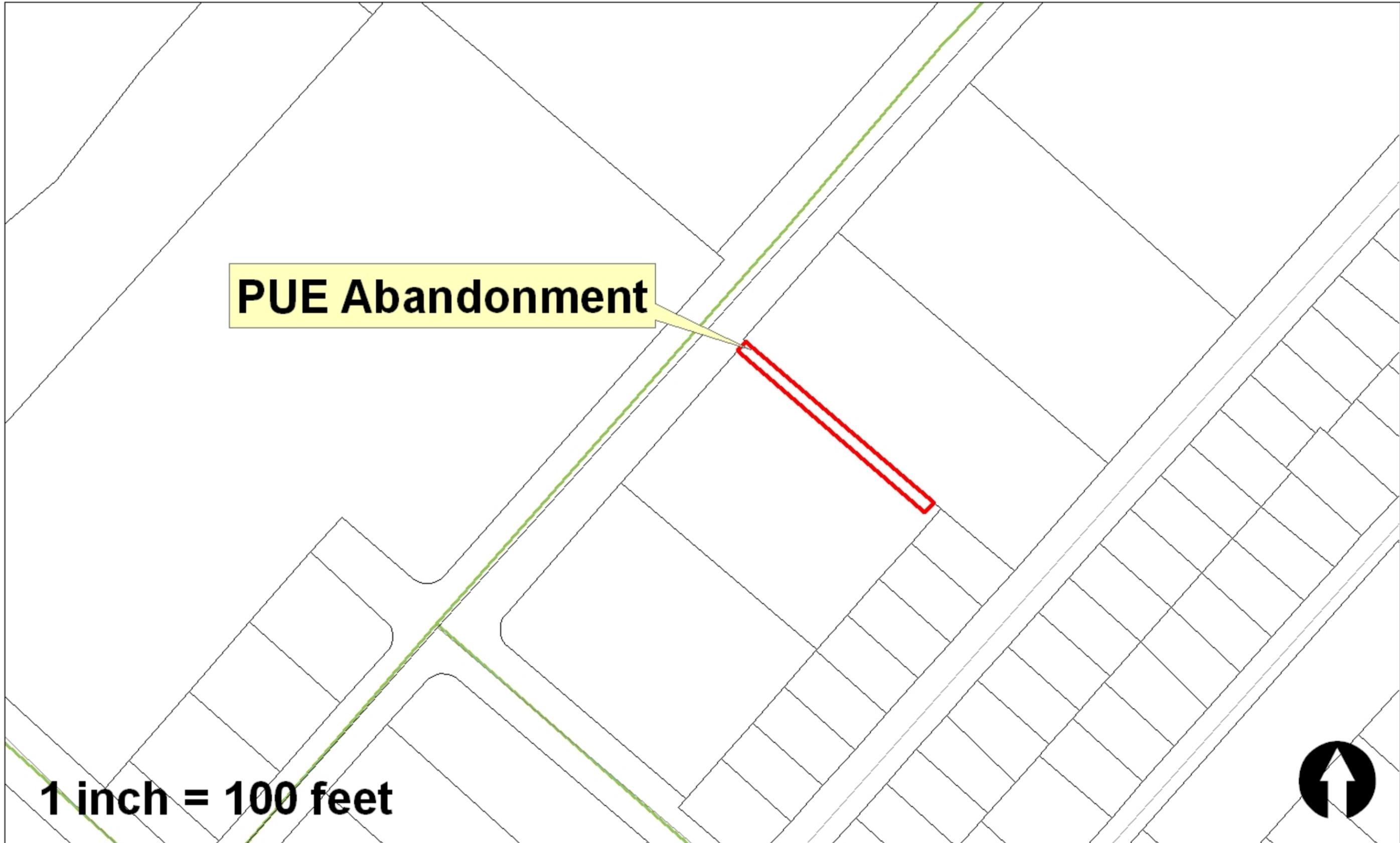
The property encroached by the subject easement is proposed to be developed. The landowners wish to abandon the easement at this time in order to locate a retaining wall in its place. There is currently no infrastructure in the easements to be abandoned.

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

**Attachments:**

1. Vicinity Map
2. Easement Abandonment Location
3. Ordinance
4. Application for Abandonment (on file in the City Engineer's office)





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

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.0913 ACRE PORTION OF A FIFTEEN (15) FOOT WIDE PUBLIC UTILITY EASEMENT, WHICH IS LOCATED ON LOT 2R OF BLOCK 2 OF THE POOH'S PARK SUBDIVISION, SECTION 1 RE-PLAT, ACCORDING TO THE PLAT RECORDED IN VOLUME 8808, PAGE 25, OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacating and abandonment of a 0.0913 acre portion of a fifteen (15) foot wide public utility easement, which is located on Lot 2R of Block 2 of the Pooh's Park Subdivision, Section 1 Re-Plat, according to the plat recorded in Volume 8808, Page 25, of the Deed Records of Brazos County, Texas, said 0.0913 acre tract being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all intents and purposes (such portion hereinafter referred to as the "Easement"); and

WHEREAS, in order for the Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Easement described in Exhibit "A" attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Easement will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the Easement.
3. There is no anticipated future public need or use for the Easement.
4. Abandonment of the Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Easement as described in Exhibit "A" be abandoned and vacated by the City.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:

*Carla A. Robinson*  
\_\_\_\_\_  
City Attorney

**METES AND BOUNDS DESCRIPTION  
OF A 0.0913 ACRE PARTIAL EASEMENT ABANDONMENT  
OUT OF LOT 2R, BLOCK 2  
FINAL PLAT OF POOH'S PARK SUBDIVISION – SECTION 1(REPLAT)  
CITY OF COLLEGE STATION  
BRAZOS COUNTY, TEXAS**

All that tract or parcel of land lying and being situated in Brazos County, Texas, in the Final Plat of Pooh's Park Subdivision, Section 1(replat), being part of Lot 2R, Block 2, as recorded on said final plat in Volume 8808, Page 25, of Brazos County Official Records(B.C.O.R.), and now more particularly described as follows:

**COMMENCING** at a 5/8" iron rod with orange plastic cap marked "CARLOMAGNO – RPLS 1562" found for the original north corner of the original Lot 1, Block 2, of Pooh's Park Subdivision, Section 1, and now being in the dedicated right-of-way line of Holleman Drive East(94' R.O.W.);

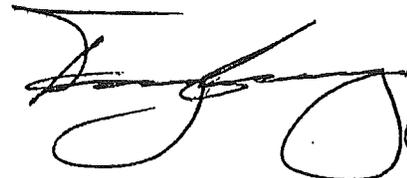
**THENCE** South 48°43'16" East, a distance of 20.00 feet across said R.O.W. to a 5/8" iron rod with orange plastic cap marked "CARLOMAGNO – RPLS 1562" found for the **PLACE OF BEGINNING**, also being the north corner of Lot 2R, Block 2, of said replat of Lot 1, also being a point on the southwest line of Holleman Place, called 7.72 acres, as recorded in Vol. 5852, Page 230, of the B.C.O.R.;

**THENCE** South 48°43'16" East, a distance of 264.97 feet along the common line between this tract and said 7.72 acres to a point for the east corner of this easement abandonment, from which a 1" iron pipe found for reference bears S 48°43'16" E, 15.00 feet, which is the east corner of said Lot 2R, also being the north corner of the resubdivision of Lots 12, 13, & 15-18, Richard's Subdivision, as recorded in Vol. 368, Page 669, of the Brazos County Deed Records;

**THENCE** South 42°17'28" West, a distance of 15.01 feet across said Lot 2R to a point for the south corner of this easement abandonment;

**THENCE** North 48°43'13" West, a distance of 264.96 feet across said Lot 2R to a point for the west corner of this easement abandonment, also being on the existing southeast line of said Holleman Drive East;

**THENCE** North 42°16'21" East, a distance of 15.00 feet along the common line between this tract and said Holleman Drive East to the **PLACE OF BEGINNING** containing 0.0913 acres.



Dante Carlomagno  
Texas Registered Professional  
Land Surveyor No. 1562

10021.doc

Tuesday, January 26, 2010



**EXHIBIT A**



HOLLEMAN DRIVE EAST  
(94' R.O.W.)

20.00'  
DEDICATED  
TO ROW  
HOLLEMAN  
DRIVE

15'  
R.O.W.E.  
321/378

N 42°16'21" E  
15.00'  
S 48°43'16" E 264.97'  
0.0913 ACRES  
N 48°43'16" W 264.96'  
15.00' P.U.E.

LOT 2R  
BLOCK 2  
1.317 ACRES  
8808/25

HOLLEMAN PLACE  
CALLED 7.72 AC  
5852/230

RE-SUBDIVISION OF  
LOTS 12, 13, & 15-18  
RICHARDS SUBDIVISION  
368/669

S 42°17'28" W  
15.01'

15'  
P.U.E.

File name: 10021.DWG  
Plot date: 01/26/10 at 15:11

**SURVEY LEGEND**

- SURVEY PROPERTY LINE
- CHAINLINK FENCE
- WOOD FENCE
- BARBED WIRE FENCE
- DRAINAGE EASEMENT
- RIGHT-OF-WAY EASEMENT
- UTILITY EASEMENT
- ORDNANCE BUILDING LINE
- PLANTED BUILDING LINE
- RESTRICTION BUILDING LINE
- 1" IRON PIPE FOUND
- 5/8" IRON ROD WITH ORANGE PLASTIC CAP MARKED CARLOMAGNO - REFS 1982 FOUND
- COVERED CONC.
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- ELECTRIC METER
- POWER POLE
- TRANSFORMER
- GAS METER
- SANITARY MANHOLE
- STORM MANHOLE
- SEPTIC TANK
- EASEMENT CORNER

**Survey Notes:**

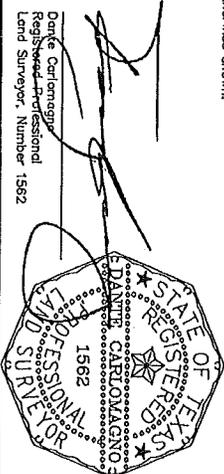
1) The bearing base of this survey is S 48°43'16" E as recorded in Volume 8808, Page 25 of the B.C.O.R.

2) Drawing Scale is 1"=50'

3) Technician: A. WALLACE, Field Crew: R. RIVERA

4) Said lot does not appear to be under the 100 year flood plain, as determined by the Federal Emergency Management Agency on Community Panel No. 4809100144 C, District July 2, 1982.

I, Dante Carlomagno, Registered Professional Land Surveyor No. 1562, do hereby certify that the above survey is a true and accurate representation of an actual on the ground survey made under my supervision and that there are no encroachments or overlaps unless otherwise shown.



**PLAT OF SURVEY**

ABOVE: 0.0913 ACRE EASEMENT ABANDONMENT

LOT: TWO-R(2R) BLOCK: TWO(2)

SUBDIVISION: FINAL PLAT OF POOH'S PARK SUBDIVISION,  
SECTION 1 (REPLAT OF LOT 1) (8808/25)

STREET ADDRESS: 300 HOLLEMAN DRIVE EAST

CITY: COLLEGE STATION COUNTY: BRAZOS

SURVEYED FOR: BO MILES

\*THIS SURVEY COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMENT\*

**Carlomagno Surveying, Inc.**

2714 Firethorn Road, Bryan, Texas 77801  
PHONE: (979) 775-2873 FAX: (979) 775-4787  
WWW.CarlomagnoSurveying.com

**EXHIBIT A**

**April 8, 2010**  
**Regular Agenda Item No. 3**  
**Impact Fees Semi-Annual Report and Compliance Certification**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion of Semi-Annual Report on Impact Fees 92-01, 97-01, 97-02B, 99-01, 03-02.

**Recommendation(s):** Staff recommends acknowledgement and acceptance of the Semi-Annual Report.

**Summary:** The attached Impact Fee Semi-Annual Report is provided to the City Council in accordance with the Texas Local Government Code Chapter 395.058. In short, the City of College Station currently has five impact fee areas where all associated utility construction is complete. All five of the impact fees were updated by Council in accordance with State Law in either 2008 or 2009.

The report shows that the Land Uses recently adopted with the Comprehensive Plan have changed the projected densities in several of the Impact Fee areas. As a result, Staff recommended to the Planning and Zoning Commission which serves as the Impact Fee Advisory Committee per the City of College Station Code of Ordinances Chapter 15: Impact Fees, that the Impact Fees be updated in accordance with Local Government Code. On March 18, 2010 the Advisory Committee discussed and unanimously recommended support the Semi-Annual Report and the suggested update. Rimrock, the same consultant that performed the previous update, is now under contract for \$5,000 to complete the recommended update.

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

**Attachments:**

1. 03/18/10 Impact Fee Semi-Annual Report



CITY OF COLLEGE STATION

1101 Texas Avenue South, P.O. Box 9960  
College Station, Texas 77842  
Phone 979.764.3570 / Fax 979.764.3496

**MEMORANDUM**

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**DATE:** March 18, 2010  
**TO:** Planning and Zoning Commission  
**FROM:** Carol Cotter, P.E., Sr. Asst. City Engineer  
**SUBJECT:** Semi-Annual Report – Impact Fees 92-01, 97-01, 97-02B, 99-01, 03-02

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The City of College Station Ordinance Chapter 15, Impact Fees, designates the Planning and Zoning Commission as the Advisory Committee for review, advisement, and monitoring of proposed and existing impact fees. More specifically, the advisory committee is established to:

1. Advise and assist the City in adopting Land Use assumptions.
2. Review the Capital Improvements Plan and file written comments.
3. Monitor and evaluate implementation of the Capital Improvements Plan.
4. File semi-annual reports with respect to the progress of the Capital Improvements Plan.
5. Advise the City Council of the need to update or revise the Land Use Assumptions, Capital Improvements Plan, and Impact Fees.

Currently the City of College Station has five impact fees in existence of which all associated construction is complete. All five of the impact fees underwent a 5-Year Update in either 2008 or 2009 (as noted below) in accordance with State Law. The following is a current status report for each of the five impact fees:

92-01 Sanitary Sewer ( Graham Road ) ( 508 ac. ) \$316.07/LUE  
This fee was initially implemented in 1992 at \$152.18 /LUE and was revised in 1996 to \$289.77/LUE after approval of updated Land use Assumptions and Capital Improvements Plan (CIP), revised again to the \$232.04/LUE in 2000 and to the current amount in April of 2008. The CIP consists of three phases originally

estimated at \$543,000 which have all been completed at a combined cost of \$473,518.72. Fees collected over the last 6 months are \$1,531.38 for total amount of \$323,501.46 (per Account #250-0000-287.51-13). The remaining amount eligible for collection is about \$18,211. The total amount to be recovered through impact fees is anticipated at 72% of original construction cost.

97-01 Sanitary Sewer ( Spring Creek – Pebble Hills) ( 2000 ac.) \$98.39/LUE

This fee was implemented in December 1997 at \$349.55/LUE and was revised to the current amount in April of 2008. The CIP consists of Phase I (east of Hwy 6 ) and Phase II (west of Hwy 6 ). Phase I estimated to cost \$1,000,000 was completed in 1999 at a cost of \$631,214.59. Phase II was estimated to cost \$1,350,000 and was completed at a cost of \$813,752.00. The total actual cost was \$1,444,966.59. Fees collected over the last 6 months are \$16,131.01 for total amount of \$539,687.74 (per Acct #251-0000-287.51-13). The remaining amount eligible for collection is about \$217,263. The total amount to be recovered through impact fees is anticipated at 52% of original construction cost.

97-02B Sanitary Sewer ( Alum Creek – Nantucket) ( 608 ac. ) \$59.42/LUE

This fee was implemented in December 1997 at 243.38/LUE and was revised to the current amount in April of 2008. The CIP consisted of running a 15" sanitary sewer line from the south end of the College Station Business Park westerly along Alum Creek to the east ROW of Highway 6. The project was estimated to cost \$390,000 and was completed in 1999 at a cost of \$214,270.87. Fees collected over the last 6 months are \$154.87 for total amount of \$20,203.75 (per Acct #252-0000-287.51-13). The remaining amount eligible for collection is about \$183,164. The total amount to be recovered through impact fees is anticipated at 95% of original construction cost.

99-01 Water ( Harley )( 158 ac. ) \$769.91/LUE

This fee was implemented in April 1999 at \$550.00/LUE and was revised to the current amount in April of 2008. The CIP consists of running an 18" water line south along the east ROW of Highway 6 approximately 4800'. The line was estimated to cost \$312,000 (the impact fee is based on an 8" line @ \$165,000 ). A 2400' section of the 18" line was constructed in 1999 from the south end at a total cost of \$342,977.73. Fees collected over the last 6 months are \$0.00 for total amount of \$7,767.54 (per Acct #240-0000-287.51-13). The remaining amount eligible for collection is about \$303,345. The total amount to be recovered through impact fees is anticipated at 91% of original construction cost.

03-02 Sanitary Sewer ( Steeplechase ) ( 715 ac. ) \$357.74/LUE

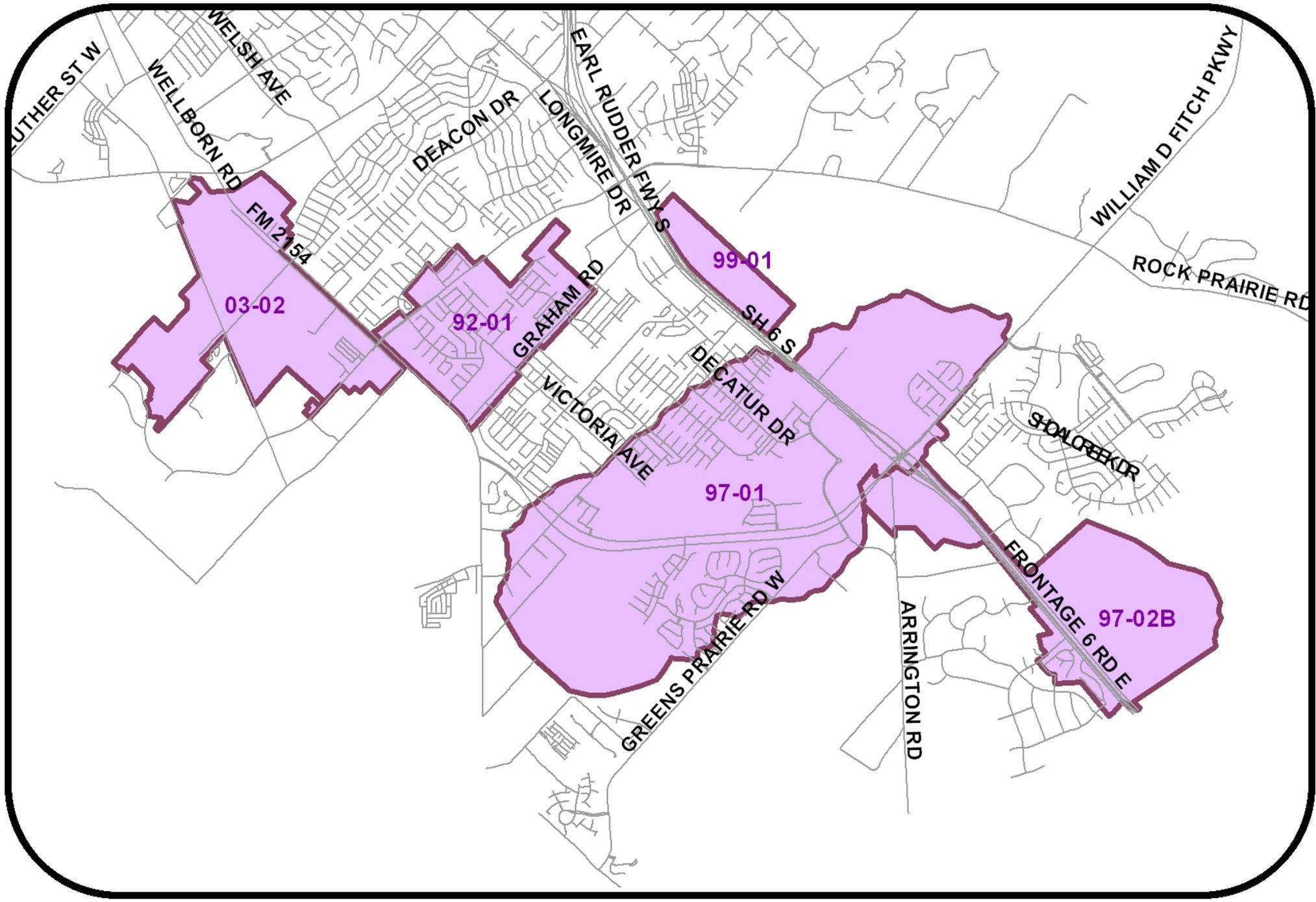
This fee was initially implemented in June 2003 at \$300.00/LUE and was revised to the current amount in May of 2009. This CIP was constructed in two phases of sanitary sewer line construction in compliance with the proposed construction in the original report establishing the fee. Phase one crossed Wellborn Road and terminated at Old Wellborn Road consisting of 2,347 linear feet of 18 inch sewer line with a construction cost of \$296,642. Phase two was completed in 2006 and

continued the line along Old Wellborn Road and terminated across RPR West. Phase two consisted of 6,281 linear feet of 12 inch line and 2,062 linear feet of 18 inch line for a construction cost of \$529,088 and a land cost of \$87,133. The design cost for the combined phases was \$148,023. The total actual cost was \$1,091,886 which was less than the original report estimated at \$1,596,137. Fees collected over the last 6 months are \$8,437.29 for total amount of \$25,853.32 (per Acct #253-0000-287.51-13). The remaining amount eligible for collection is about \$764,656. The total amount to be recovered through impact fees is anticipated at 72% of original construction cost.

As part of this Semi-Annual Update the impact of the newly adopted Comprehensive Land Use Plan was evaluated. As presented in the Table below, the densities expected with the newly adopted Land Use Plan are significantly different in several of the Impact Fee Areas. An update to incorporate these changes should be discussed. This discussion should take into account that there is a contract currently underway with HDR Engineering evaluating our Water and Wastewater Master Plans and a possible City-wide Utility Impact Fee.

Impact Fee Area	Effective Buildout LUE	Current Impact Fee Rate	Anticipated Buildout LUE	LUE Adjustment	Remaining Capital Investment to Recoup
92-01 Graham	1551	\$ 316.07	1758	+ 207	\$ 18,000
97-01 Spring Creek	4425	\$ 98.39	6759	+ 2334	\$217,000
97-02B Alum	3232	\$ 59.42	2242	- 990	\$183,000
99-01 Harley	450	\$ 769.91	458	+ 8	\$303,000
03-02 Steeplechase	2838	\$ 357.74	7797	+ 4959	\$764,000
				<b>Total</b>	<b>\$1,486,000</b>

Attachments: Impact Fee Service Areas Map  
Land Use at Adoption Map per Impact Fee Area  
Current Land Use Map per Impact Fee Area



1 inch equals 4,000 feet



Impact Fee Areas - January 2010

