



Mayor
Ron Silvia
Mayor Pro Tempore
Ben White
City Manager
Glenn Brown

Council Members
John Hupp
Ron Gay
Lynn McIlhenny
Chris Scotti
David Ruesink

Agenda
College Station City Council
Workshop Meeting
Thursday, September 14, 2006 3:00 pm
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

1. Presentation, possible action, and discussion on items listed on the consent agenda.
2. Presentation, possible action and discussion of the establishment of a Joint Emergency Operations Center which will be staffed by a collaborative effort between Brazos County, the cities of College Station and Bryan and Texas A&M University for a cost of \$58,428 for the first year, this proposal is a 5 year lease with an option for another 5 years.
3. Presentation, possible action and discussion regarding Texas High Speed Rail and TEX-21.
4. Presentation, possible action and discussion of transportation project priorities and funding alternatives.
5. Presentation, possible action, and discussion on future agenda items: A Council Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.
6. Council Calendars
 - Sept 18 Intergovernmental Committee Noon CSISD office
 - Sept 18 Special Council Meeting - Tax Rate Public Hearing, 7:00 p.m.
Council Chambers
 - Sept 19 Transportation Committee Meeting – 4:30 p.m. Adm Conference Rm
 - Sept 19 Celebrating the Arts Reception/Dinner – Miramont Country Club
6:00 p.m.
 - Sept 24 Chamber of Commerce 2nd Annual Lobsterfest – Brazos Center –
6:30 p.m.
 - Sept 26 SOS Ministries Annual Banquet – 6:30 – 8:00 p.m. Hilton Hotel

Sept 28	Council Workshop and Regular Meeting – 3:00 p.m.
Oct. 2	Fallen Firefighter Memorial Ceremony, 12:00 noon – 1:30 p.m. Fire Station #2
Oct. 3	WPC Oversight Committee, 11:30 am Administrative conference room
Oct. 4	Annual Management Conference for Local and State Leaders – “Managing Performance ‘06” - Austin – 3:30 p.m.
Oct 5	International Scholars BBQ – Central Park Pavilion 5:00 p.m
Oct. 10	80 th Annual Transportation Short Course Luncheon Noon Room 201 MSC
Oct. 12	Council Workshop and Regular Meeting -- 3:00 pm
Oct. 23	Council Workshop and Regular Meeting (Monday), 3:00 pm
Oct. 25-27	Texas Municipal League Annual Conference Austin

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

8. Executive Session will immediately follow the workshop meeting in the Administrative Conference Room.

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

- a. TCEQ Docket No. 2002-1147-UCR, Applications of Brushy Water Supply and College Station (Westside/Highway 60)
- b. TCEQ Docket No. 2003-0544MWD, Application of Nantucket, Ltd.
- c. TXU Lone Star Gas Rate Request.
- d. Cause No. 03-002098-CV-85, *Brazos County, College Station v. Wellborn Special Utility District*
- e. Civil Action No. H-04-4558, U.S. District Court, Southern District of Texas, Houston Division,

- f. *College Station v. U.S. Dept. of Agriculture, etc., and Wellborn Special Utility District* Civil Action No. H-04-3876, U.S. District Court, Southern District of Texas, Houston Division, *JK Development v. College Station*
- g. GUD No. 9530 – Gas Cost Prudence Review, Atmos Energy Corporation
- h. GUD No. 9560 – Gas Reliability Infrastructure Program (GRIP) rate increases, Atmos Energy Corporation
- i. Cause No. GN-502012, Travis County, *TMPA v. PUC* (College Station filed Intervention 7/6/05)
- j. Cause No. 06-000703-CV-85, Patricia Moore, et al. v. Ross Stores, Inc., City of College Station, et al.
- k. Possible settlement water CCN with Wellborn
- l. Possible settlement of sewer CCN issue
- m. Legal Aspects of Cebridge Pole Contract
- n. Cause No. 484-CC; City of College Station vs. Canyon Creek Partners Ltd., and First Ag Credit, FLCA; in County Court No. 2, Brazos County, Texas.
- o. Davis Watson Claim

Economic Incentive Negotiations {Gov't Code Section 551.087}; possible action

The City Council may deliberate on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the city with which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

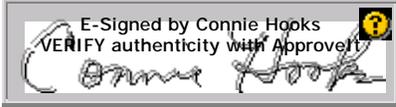
- a. The proposed city convention center and associated privately developed hotel
9. Final Action on executive session, if necessary.
10. Adjourn.

APPROVED:



City Manager

Notice is hereby given that a Workshop Meeting of the City Council of the City of College Station, Texas will be held on the September 14, 2006 at 3:00 p.m. at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda
Posted this 11th day of September, at 2:00 p.m.



City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov. The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on September 11, 2006 at 2:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

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

Dated this ____ day of _____, 2006.

CITY OF COLLEGE STATION, TEXAS

By _____

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

Notary Public – Brazos County, Texas

My commission expires: _____

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

Agenda
College Station City Council
Regular Meeting
Thursday, September 14, 2006 at 7:00 p.m.
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

11. Pledge of Allegiance, Invocation, Consider absence requests, Planning Excellence Recognition, Presentation of International Students

Hear Visitors: Any citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 6:45 p.m. Please limit remarks to three minutes. A timer alarm will sound after 2 1/2 minutes to signal that you have thirty seconds remaining so that you may conclude your remarks. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager.

Consent Agenda

Individuals who wish to address the City Council on a consent or regular agenda item not posted as a public hearing shall register with the City Secretary prior to the Mayor's reading of the agenda item. Registration forms are available in the lobby and at the desk of the City Secretary. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will please state their name and address for the record and provided three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining so that the speaker may conclude your remarks.

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

- 12.1 Presentation, possible action, and discussion on approval of minutes for Council Retreat June 29-30, 2006; Workshop and Regular Meeting, July 13, 2006, Special Meeting July 17, 2006 with CSISD, Special Meeting July 17, 2006 (citizen appointments), Workshop and Regular Meeting, July 27, 2006, August 7, 2006, and August 24, 2006.
- 12.2 Presentation, possible action, and discussion on approval of a resolution awarding a construction contract in the amount of \$189,150 to Orion Construction of Bryan, Tx. as lowest responsible bidder meeting specifications. Funds available in Electric Fund. (Contract No. 06-285)
- 12.3 Presentation, possible action, and discussion on approval of a resolution awarding a contract in an amount not to exceed \$80,091.00 for the repair of the expansion joints in the CSU Parking Lot to Acklam Construction as lowest

responsible bidder. Funds available in Street Maintenance Budget. (Bid No. 06-137).

- 12.4 Presentation, possible action, and discussion on awarding bid to the lowest responsible bidder meeting specifications, Mustang Tractor & Equipment, for the purchase of an articulated frame landfill compactor, to be used by the Brazos Valley Solid Waste Management Agency, in the amount of \$854,690. (Bid No. 06-128).
- 12.5 Presentation, possible action, and discussion on approval of a resolution awarding a construction contract to Doughtie Construction Co., Inc. as lowest responsible bidder meeting specifications, in the amount of \$943,190.73 for construction of a sewer trunk line and appurtenances. (Bid No. 06-87)
- 12.6 Presentation, possible action, and discussion on approval of a resolution authorizing a professional service contract with CSC Engineering & Environmental Consultants, Inc. in the amount of \$85,000.00 for the environmental/support services at the Rock Prairie Road Landfill.
- 12.7 Presentation, possible action and discussion approving a resolution for an Advanced Funding Agreement (AFA) between the City of College Station and the State of Texas for the connection of Arrington Road to Highway 40 (William D. Fitch Parkway).

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

- 12.8 Presentation, possible action, and discussion approving a resolution awarding an Annual Contract for Landscape Maintenance Services for thirty-one (31) municipal sites comprised of buildings, grounds, parks, and street medians to the lowest responsible bidder, Green Teams, Inc. (d.b.a: The Greenery) for an annual expenditure in the amount of \$297,463.00. (Bid No. 06-121)

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

- 12.9 Presentation, possible action, and discussion approving a resolution awarding a contract for the construction of the Sandy Point Pump Station Drainage Improvements Project to Brazos Valley Services as lowest responsible bidder in the amount of \$98,348.00. (Bid No. 06-106). Funds available in Water Capital Improvement Project.
- 12.10 Presentation, possible action, and discussion approving a resolution granting an exception to Policy to allow Creek Meadows Partners to construct sewer infrastructure necessary to connect the Carnes Tract Number 2 homes to the City sewer system.

- 12.11 Presentation, possible action, and discussion regarding Change Order No. 4 to the professional services contract with Klotz Associates, Inc. in the amount of \$9,600.00 for construction phase services on the Bee Creek Combined Project. Funds available in Drainage Utility Capital Projects Fund. (Contract No. 97-179)
- 12.12 Presentation, possible action and discussion on awarding a semi- annual price agreement for steel electrical distribution poles to Trans American Power Products as lowest, responsible bidder meeting specifications in an amount of \$230,310.00. (Bid No. 06-133). Funds available in Electrical Fund.
- 12.13 Presentation, possible action, and discussion approving a Pole Attachment License Agreement between the City of College Station and Cebridge Acquisition L.P., dba Suddenlink Communications.

Vision Statement IV – Professionals promoting a robust, sustainable, growing, and diverse economic environment.

- 12.14 Presentation, possible action, and discussion adopting a resolution approving a contract with Orion Construction as lowest responsible bidder in the amount of \$81,590 for the construction of a new, affordable single family residence at 1124 Carolina using federal HOME Grant funds.
- 12.15 Presentation, possible action, and discussion approving a resolution to increase the budget authority for hard construction costs currently allowed in Section VII.A. of the Community Development Optional Relocation Program (ORP) housing assistance guidelines.
- 12.16 Presentation, possible action, and discussion adopting a resolution approving an Optional Relocation Program (ORP) Rehousing Agreement between the City and an eligible housing assistance applicant, and authorization for the expenditure of funds in the amount of \$71,774 to Orion Construction as lowest responsible bidder for the demolition and construction services at 815 Churchill.
- 12.17 Presentation, possible action, and discussion regarding approval of Project and Finance Plan adopted by the Board of Directors for Tax Increment Reinvestment Zone #16.
- 12.18 Presentation, possible action, and discussion regarding approval of BYLAWS adopted by the Board of Directors Tax Increment Reinvestment Zone #16.

Regular Agenda

Individuals who wish to address the City Council **on a regular agenda item not posted as a public hearing** shall register with the City Secretary prior to the Mayor's reading of the agenda item. The Mayor will recognize you to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining so that the speaker may conclude your remarks.

Individuals who wish to address the City Council on an item **posted as a public hearing** shall register with the City Secretary prior to the Mayor's announcement to open the public hearing. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining so that the speaker may conclude your remarks. After a public hearing is closed, there shall be no additional public comments. If Council needs additional information from the general public, some limited comments may be allowed at the discretion of the Mayor.

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

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

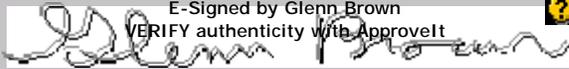
- 13.1 Presentation, possible action, and discussion on an ordinance adopting the City of College Station 2006-2007 Budget.
- 13.2 Public hearing, possible action, and discussion on the City of College Station 2006-2007 advertised ad valorem tax rate of \$0.45399 per \$100 valuation. Also discussion and possible action announcing the meeting date, time and place to adopt the tax rate.
- 13.3 Public hearing, presentation, possible action, and discussion on an ordinance vacating and abandoning a portion of a variable width public utility easement located in the platted common area of the Heritage Townhomes Subdivision in the City of College Station.
- 13.4 Public hearing, presentation, possible action, and discussion on an ordinance vacating and abandoning an easement, a portion of the Right-of-Way of Tauber Street, in the City of College Station.

- 13.5 Public hearing, presentation, possible action, and discussion on an ordinance vacating and abandoning a portion of a variable width public utility easement located on Lot3A, Block 1, of One Lincoln Place Subdivision in the City of College Station.
- 13.6 Public hearing, presentation, possible action, and discussion on an ordinance vacating and abandoning portions of three (3) ten (10) foot wide public utility easements which cross and lie within Lot 2, Wolf Pen Plaza in the City of College Station.
- 13.7 Presentation, possible action, and discussion on an ordinance amending Chapter 11, "Utilities" Section 2, "Water and Sewer Services," of the Code of Ordinances of the City of College Station, Texas having the effect of raising rates for both water and sewer services by five percent (5%) and adding a new rate for sewer customers in the ETJ served by package treatment plants.
- 13.8 Presentation, possible action, and discussion on an ordinance amending Chapter 11, "Utilities" Section 4, "Electric Service," of the Code of Ordinances of the City of College Station, Texas having the effect of raising rates for electric services an average of twelve percent (12%).
- 13.9 Presentation, possible action, and discussion on an ordinance amending Chapter 11, Utilities" Section 5, "Solid Waste Collection Regulations", of the Code of Ordinances of the City of College Station, Texas having the effect of raising rates for both residential and commercial solid waste services by eight percent (8%).
- 13.10 Presentation, possible action, and discussion regarding a resolution setting rates and fees for the Brazos Valley Solid Waste Management Agency (BVSWMA) Rock Prairie Road Landfill, having the effect of raising rates for disposal services by five percent (5%), and setting an effective date of October 1, 2006.
- 13.11 Presentation, possible action, and discussion appointing citizen applicants to the Construction Board of Adjustments and Appeals to fill two expired terms and three alternates.
14. The City Council may convene the executive session following the regular meeting to discuss matters posted on the executive session agenda for September 14, 2006.
15. Final action on executive session, if necessary.
16. Adjourn.

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

APPROVED:

E-Signed by Glenn Brown
VERIFY authenticity with ApproveIt

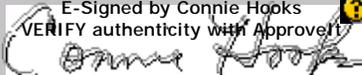


City Manager

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, September 14, 2006 at 7:00 p.m. at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this the 11th day of September, 2006 at 2:00 p.m.

E-Signed by Connie Hooks
VERIFY authenticity with ApproveIt



City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov. The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on September 11, 2006 at 2:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

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

Dated this ____ day of _____, 2006.

By _____

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

Notary Public – Brazos County, Texas

My commission expires: _____

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. Council meetings are broadcast live on Cable Access Channel 19.

September 14, 2006
Workshop
Community Emergency Operations Center

To: Glenn Brown, City Manager

From: R. B. Alley, Fire Chief

Agenda Caption: Presentation, possible action and discussion of the establishment of a Community Emergency Operations Center which will be staffed by a collaborative effort between Brazos County, the cities of College Station and Bryan and Texas A&M University for a cost of \$58,428 for the first year, this proposal is a 5 year lease with an option for another 5 years.

Recommendation(s): Staff recommends consideration of a Community Emergency Operations Center concept which could be available at anytime for a local, statewide or national emergency that may occur.

Summary:

A presentation will be provided by the Intergovernmental Committee Sub-Committee Member James Massey on the Community Emergency Operations Center (cEOC) to highlight the need and benefits of such a facility. The council will be asked to endorse the recommendation of the Intergovernmental Committee to establish the cEOC at the Wimberly Building (*commonly known as the Woolworth Building*) in downtown Bryan as proposed in the RFP response submitted to Brazos County by FIBERTOWN.

Additionally Council will be asked to provide staff direction to participate in the development of an interlocal agreement (ILA) with the cEOC management partners (Bryan, CS, TAMU, and Brazos County). It is anticipated that the ILA will describe the operational, management and other technological aspects of the relationship. Although the recommendation provides for Brazos County to be the lead partner (to facilitate such items as the lease arrangement with FIBERTOWN), it is intended that all partners will have an equal voice in the management of the cEOC. Following the model of the Brazos Valley Solid Waste Management Agency (BVSWMA), establishing a representative management board could be a component of the ILA. The Board would be responsible for the implementation of the provisions of the ILA. This would include the joint determination of such operational aspects as establishing the link between the new E.O.C. and the BVCNet, purchasing of the computers and file server(s) for this facility and the method for which technological support for the facility will be provided. Additionally the specific nature (frequency and level) of the funding could be outlined in the ILA.

Once the ILA has been developed, each management partner will be asked to approve its contents. The goal is to have the cEOC operational by the start of the 2007 hurricane season.

Financial Summary: Financial support will be shared by all (4) entities. The cost will be \$58,428 for the first year and a 2 1/2 percent increase each year thereafter for each organization. This will include rent, infrastructure improvements and utilities. This does not include employee salaries or benefits. These costs will be paid for by each entity.

Attachments: None

**September 14, 2006
Workshop Agenda
Update on High Speed Rail/Tex21**

To: Glenn Brown, City Manager

From: Mark Smith, Interim Assistant City Manager

Agenda Caption: Presentation, possible action and discussion regarding Texas High Speed Rail and TEX-21.

Recommendation(s):

Summary: Stan Lynch with Dean International will be making a presentation to inform the Council of current developments with Texas High Speed Rail, and on TEX-21.

Budget & Financial Summary:

Attachments:

**September 14, 2006
Workshop Agenda
Transportation Project Priorities & Funding Alternatives**

To: Glenn Brown, City Manager

From: Mark Smith, Interim Assistant City Manager

Agenda Caption: Presentation, possible action and discussion of transportation project priorities and funding alternatives.

Recommendation(s):

Summary: After reviewing the Thoroughfare Plan as well as the MPO project list staff has identified projects needed to “catch up” with development in order to mitigate some of our traffic congestion issues and others that are needed to “get ahead” and be ready for future growth. The total cost of these projects is about \$121 million. Staff has also been working to identify strategies for funding our future transportation needs.

This information was presented to the Council Transportation Committee on August 15th. The Committee recommended that staff make a presentation to Council summarizing these transportation needs and alternatives and policies for funding their implementation.

Budget & Financial Summary:

Attachments:

1. Project list
2. Funding alternatives

Catch Up List

Rank	Thoroughfare	From	To	Thoroughfare Classification
1	Jones-Butler Road	FM 2347	Luther Street West	Minor Arterial
2	Barron Road Interchange	SH 6	Barron Road	Freeway interchange
3	SH6/Rock Pr Rd Improvements	SH 6	Rock Prairie Road	Freeway interchange
4	FM 2154/FM 2347 Interchange	FM 2154	FM 2347	Freeway interchange
5	FM 2154/FM 2818 Interchange	FM 2154	FM 2818	Freeway interchange
6	Holleman Drive	FM 2818	North Dowling Road	Major Collector
7	Arrington Road	Decatur Drive	SH 40	Major Collector
8	Decatur Drive	Alexandria Drive	Arrington Road	Major Collector
9	Birkdale Drive	SH 6	Royal Adelaide Drive	Minor Collector
10	FM 60	SH 6	FM 158	Major Arterial
11	Arrington Road	William D. Fitch Parkway	Arrington Road	Major Collector
12	Normand Drive	Rock Prairie Road	Birmingham Road	Minor Collector
13	FM 2154	FM 2818	SH 40	Major Arterial
14	Arnold Road	Farah Drive	Normand Drive	Minor Collector
15	Barron Road	SH 6	FM 2154	Minor Arterial

Get Ahead List

Rank	Thoroughfare	From	To	Thoroughfare Classification
1	SH 40/Barron Road Interchange	SH 40	Barron Road	Freeway interchange
2	Pebble Creek Parkway	SH 6	William D. Fitch Parkway	Major Collector
3	Lakeway Drive	Rock Prairie Road	William D. Fitch Parkway	Major Collector
4	Victoria Avenue	Southern Plantation Drive	SH 40	Major Collector
5	Dartmouth Drive	FM 2818	Texas Avenue	Minor Arterial
6	Rock Prairie Road	SH 6	William D. Fitch Parkway	Major Arterial
7	SH 30	SH 6	FM 158	Major Arterial
8	Copperfield Parkway	Linda Lane	William D. Fitch Parkway	Minor Arterial
9	SH 40/Arrington Road Interchange	SH 40	Arrington Road	Freeway interchange
10	SH 40/Victoria Avenue Interchange	SH 40	Victoria Avenue	Freeway interchange
11	Barron Road	SH 6	Rock Prairie Road	Minor Arterial
12	Cornell Drive	Sterling Street	Manuel Drive	Major Collector
13	Appomattox Drive	Raintree Drive	North Forest Parkway	Minor Collector
14	Raintree Drive	Sumpter Drive	Appomattox Drive	Minor Collector
15	Appomattox Drive	Switch Station Road	Horsehaven Lane	Minor Collector

Alternative Transportation Financing Options

Option	Description	\$ Potential	Pros	Cons
Dedicated Sales Tax	½ cent Sales Tax dedicated to specific projects	Produces \$5m/annually 5/yr total \$25	Reliable revenue source	Requires Council action
Dedicated Property Tax	2 cent property tax increase dedicated to specific roadway projects	\$800K/annually	Reliable revenue source Council authority	Reduces property tax flexibility Citizen reaction
GO Bond	Issue GO Bonds	\$15-30M	Traditional Methodology	Other funding demands CS debt limits
Transportation User Fee	Levy user fee for transportation improvements based on per trip calculations per household. Specific list of projects	\$2-3M	New source revenue Council authority	Challenges to methodology Citizen reaction
Transportation Impact Fee	Increased traffic generation impact fee on private development to pay for transportation improvements	\$500K-1M	New source revenue Council authority	Development Community reaction Potential cost on new development

Alternative Transportation Financing Options

Option	Description	\$ Potential	Pros	Cons
TIF Financing	Create TIF in strategic areas to fund specific roadway projects	\$500K-1M (location dependent)	Creative financing	Location and project dependent Future impact on City finances
Donated Right of Way	Obtain right of way for specific projects based on donated ROW. Condition project on donation of ROW	Project(s) dependent	Reduces construction costs Accelerate project construction	Resistance of property owners
Property Owner Assessment	Assess property owners for pro rata share of road construction	Project(s) dependent	Reduces City construction costs	Resistance of property owners
Grants	Grants for various roadway improvements	Project(s) dependent	Reduces City construction costs	Availability of funding Grants management red tape
User Fees (Tolling)	Develop specific major roadway facilities as toll roads	Project(s) dependent	Costs paid by users Accelerate project construction	Not a broad application Citizens resistance
Shadow Tolling	Roadway constructed by public-private partnership. City pays per vehicle usage to retire private sector debt and maintenance.	Project(s) dependent	Shifts financing to private sector	Inexperienced methodology Source of City funds to pay shadow tolls

Alternative Transportation Financing Options

Option	Description	\$ Potential	Pros	Cons
Public-Private Partnership	Partner with private developers to design, build, finance roadways	Project(s) dependent	<p>Shifts financing, design, and construction to private sector</p> <p>Use in conjunction with Shadow Tolling or other revenue streams</p>	<p>Inexperienced methodology</p> <p>City loses some controls</p> <p>Source of City funding to pay debt service and maintenance</p>
Pass through Tolling (Private Sector)	Private development pay for necessary improvements with reimbursement paid by TXDOT	Project(s) dependent	<p>Accelerate construction of projects</p> <p>No City \$ required</p>	Developer reactions
Regional Mobility Authority	Regional roadway projects planned, designed, constructed, and managed through Regional Authority	Project(s) dependent	Accelerate large scale regional projects.	Limited number of projects fit the model



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Minutes

**City Council Workshop and Regular Meeting
Thursday, July 13, 2006 at 3:00 p.m. and 7:00 p.m.
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas**

COUNCIL MEMBERS PRESENT: Mayor Silvia, Councilmembers White, Gay, McIlhaney, Scotti, Ruesink

COUNCIL MEMBER ABSENT: Mayor Pro Tem Happ

STAFF PRESENT: City Manager Brown, City Attorney Cargill Jr., City Secretary Hooks, Assistant City Secretary Casares, members of Management Team

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

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

12.04 – Presentation, possible action, and discussion for an exception to Policy to allow the City to provide sewer service to Meadow Creek, a Main Street Homes development on Koppe Bridge Road.

Assistant Director of Water and Wastewater David Coleman described components of the proposed development on Koppe Bridge Road.

12.09 – Presentation, discussion, and possible action on consideration of an ordinance amending Chapter 10, "Traffic Code," Section (4E)(3)(b) of the Code of Ordinances of the City of College Station prohibiting parking on Holleman Drive West beginning at Wellborn Road (FM 2154) and extending to Harvey Mitchell Parkway (FM 2818).

Director of Public Works Mark Smith presented an update regarding prohibiting parking on Holleman Drive West.

Workshop Agenda Item No. 2 -- Presentation, possible action, and discussion regarding recommendations related to changes in the Parkland Dedication Ordinance.

Director of Parks and Recreation Steve Beachy presented a brief overview of the proposed changes in the Parkland Dedication Ordinance and introduced Dr. John Crompton, member of the Parks and Recreation Advisory Board

Dr. Crompton described two key policy issues within the ordinance. 1) What level of service will be provided to new residential areas? 2) Who will pay for those services?

Three factors recommended for Council consideration include:

- 1) A new methodology to determine more accurate land values.
- 2) The inclusion of community parks into the dedication requirements.
- 3) The current cost for the development of parks in College Station.

Council provided input related to these factors and concurred with the appraised value factor rather than a fixed amount (currently established in the ordinance). Council however, was not amenable to a substantial increase in park development fees. They preferred to see a return on investment.

Council asked staff to encourage stakeholder input

No formal action was taken.

Workshop Agenda Item No. 3 -- Presentation, possible action, and discussion regarding a status report and staff recommendations related to the development of a new cemetery.

The Cemetery Committee was called to order at 3:56 p.m. by Chairman Adams. Committee members present were: Chairman Adams, Committee members Joe Wallace, Kevin Meyers, and James Batenhorst.

Forestry Superintendent Ross Albrecht presented a status report, cemetery development timeline, and proposed recommendations to assist in the timely implementation of the new cemetery.

Following Council discussion, the consensus of the City Council was for the Cemetery Committee to move forward with the staff recommendations related to the development of a new cemetery and to market the cemetery as the "city cemetery".

Council discussed the current seven member committee membership and the possibility of expanding the membership to nine.

Dick Birdwell, 3 Forest Drive came forward to express support for the implementation timeline. He also requested Council consider sales options on Aggie Field of Honor spaces.

Council gave staff direction to proceed ahead with the planning and development of the new city cemetery.

The Cemetery Committee members adjourned their meeting.

No formal action was taken by Cemetery Committee or City Council.

Council recessed for a short break and reconvened the workshop meeting at meeting at 5:21 p.m.

Workshop Agenda Item No. 4 -- Presentation, possible action, and discussion regarding the Community Development (CD) Division's proposed 2006-2007 Action Plan and Budget.

Community Development Administrator Randy Brumley presented a proposed Action Plan and Budget for 2006-2007. He highlighted the goals, objectives and funding recommendations for projects and programs.

No formal action was taken.

Workshop Agenda Item No. 5 -- Presentation, possible action, and discussion on future agenda items: A Council Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

Councilmember McIlhane requested a workshop agenda item regarding Economic Development policies. City Manager Glenn Brown noted that this item was scheduled for the July 27, 2006 Council Meeting.

Workshop Agenda Item No. 6 -- Council Calendars

- July 17 Joint Meeting of the City Council and CSISD, 6:00 p.m. – 8:00 p.m. – CSISD Administration Building, 1812 Welsh
- July 17 Intergovernmental Committee Meeting, Noon – Chamber of Commerce
- July 17 Special Council Meeting – Citizen Committee and Council Committee Appointments, 2:00 p.m. Council Chambers
- July 18 Council Transportation Committee Meeting, Administrative Conference Room 4:30 p.m.
- July 19 Special Council Meeting – A&M Consolidated High School Auditorium – 7:00 p.m.
- July 20 Special Council Meeting – A&M Consolidated High School Auditorium – 7:00 p.m.
- July 27 Council Workshop/Regular Meeting, 3:00 pm and 7:00 p.m.
- July 29 Hispanic Forum Awards & Scholarship Gala – Hilton – 6:00 p.m.
- Aug. 1 National Night Out – 6:00 p.m.
- Aug. 7 Council Workshop/Regular Meeting, 3:00 pm and 7:00 pm.
- Aug. 8 – 11 9th Annual Transportation Summit – Irving, Tx
- Aug. 14 Special Council Budget Meeting, 3:00 p.m.
- Aug. 22 Special Council Budget Meeting, 3:00 p.m.
- Aug. 23 Special Council Budget Meeting, 3:00 p.m.
- Aug. 25 – 26 Newly Elected Officials Orientation – Dallas, TX
- Aug. 31 Special Council Budget Meeting, 3:00 p.m.

Workshop Agenda Item No. 7 -- Discussion, review and possible action regarding the following meetings: Brazos County Health Dept., Brazos Animal Shelter, Brazos Valley Council of Governments, Cemetery Committee, City Center, Design Review Board, Façade Improvement Program Advisory Committee, Fraternal Partnership, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee and School District, Joint Relief Funding Review Committee, Library Committee, Making Cities Livable Conference, Metropolitan Planning Organization, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Sister City Association, TAMU

Student Senate, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Transportation Committee, Wolf Pen Creek Oversight Committee, Wolf Pen Creek TIF Board, Zoning Board of Adjustments.

This item was postponed until after the regular meeting.

Workshop Agenda Item No. 8 -- Executive Session

At 5:25 p.m., Mayor Silvia announced in open session that the City Council would convene into executive session pursuant to Sections 551.071, 551.074 and 551.087 of the Open Meetings Act, to seek the advice of our attorney with respect to pending and contemplated litigation, to consider the appointment and evaluation of public officer(s) and economic development negotiations.

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

- a. TCEQ Docket No. 2002-1147-UCR, Applications of Brushy Water Supply and College Station (Westside/Highway 60)
- b. TCEQ Docket No. 2003-0544MWD, Application of Nantucket, Ltd.
- c. TXU Lone Star Gas Rate Request.
- d. Cause No. 03-002098-CV-85, *Brazos County, College Station v. Wellborn Special Utility District*
- e. Civil Action No. H-04-4558, U.S. District Court, Southern District of Texas, Houston Division, *College Station v. U.S. Dept. of Agriculture, etc., and Wellborn Special Utility District*
- f. Civil Action No. H-04-3876, U.S. District Court, Southern District of Texas, Houston Division, *JK Development v. College Station*
- g. GUD No. 9530 – Gas Cost Prudence Review, Atmos Energy Corporation
- h. GUD No. 9560 – Gas Reliability Infrastructure Program (GRIP) rate increases, Atmos Energy Corporation
- i. Cause No. GN-502012, Travis County, *TMPA v. PUC* (College Station filed Intervention 7/6/05)
- j. Cause No. 06-000703-CV-85, Patricia Moore, et al. v. Ross Stores, Inc., City of College Station, et al.

Economic Incentive Negotiations {Gov't Code Section 551.087}; possible action

The City Council may deliberate on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the city with which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Update options on the proposed city convention center and associated privately developed hotel
- b. Update options on Radakor
 - i. Factory Loft Housing Project

- ii. College Main and Church Street Project
- iii. University and Church Street Project

Personnel {Gov't Code Section 551.074}; possible action

The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer. After executive session discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:

- a. Council review of citizen committee applicants for Planning and Zoning Commission, Zoning Board of Adjustments, and Parks and Recreation Board.

Workshop Agenda Item No. 9 -- Final Action on executive session, if necessary.

Council recessed from the executive session at 6:40 p.m. No action was taken.

Regular Meeting

Mayor Silvia called the meeting to order at 7:00 p.m. Council member Gay moved to approve the absence request from Mayor Pro Tem Happ. Council member Scotti seconded the motion, which carried unanimously, 6-0.

City Manager Glenn Brown introduced Ms. Karen Skipworth who represented the Texas Association of Government Information Technology. She presented an award to Doug Thompson, Mark Smith, Olivia Burnside, and Ben Roper for outstanding service.

Hear Visitors

The following citizens addressed the City Council about various concerns.

Anne Hazen, 1309 Wilshire
Patricia Klein, 9214 Brookwater
Uri Geva, 1112 Paintbrush
Hugh Stearns, 316 Suffolk
Jonathan Coopersmith, 1811 Shadowood

Consent Agenda

- 12.1 Approved by common consent **Resolution No. 7-13-2006-12.01** supporting the development and construction of the I-35 Trans Texas Corridor.
- 12.2 Approved by common consent a real estate contract authorizing the purchase of 0.948 acres of land needed for the Aggie Field of Honor Project for the purchase price of \$45,000. Property owners are Samuel N. Sharp and John R. Clark.
- 12.3 Approved by common consent **Resolution No. 7-13-2006-12.03** authorizing the City to pursue a utility easement on property located near the intersection of State Highway 2818 and State Highway 21 in Brazos County for construction of a water transmission pipeline necessary for the Parallel Water Transmission Line Project.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS RELATING TO: (1) THE AUTHORITY OF THE CITY TO INITIATE, COMPLETE, AND ACQUIRE, BY PURCHASE OR CONDEMNATION, AN EXCLUSIVE, PERMANENT PUBLIC UTILITY EASEMENT REGARDING 0.60 ACRES OF LAND MORE OR LESS, AND A RELATED TEMPORARY CONSTRUCTION EASEMENT REGARDING 0.63ACRES OF LAND MORE OR LESS, IN BRAZOS COUNTY, TEXAS, A PART OF THE STEPHEN F. AUSTIN LEAGUE NO. 9, ABSTRACT NO. 62; (2) A DECLARATION THAT A PUBLIC NECESSITY EXISTS FOR THE CITY TO ACQUIRE SAID EASEMENTS, THROUGH PURCHASE OR CONDEMNATION, IN ORDER TO ACCOMPLISH AN AUTHORIZED AND DECLARED PUBLIC USE AND PURPOSE; (3) THE RATIFICATION OF ALL PRIOR CITY ACTS AND RESOLUTIONS; AND (4) THE ESTABLISHMENT OF AN EFFECTIVE DATE AND COMPLIANCE WITH THE OPEN MEETING STATUTES.

- 12.4 Approved by common consent an exception to Policy to allow the City to provide sewer service to Meadow Creek, a Main Street Homes development on Koppe Bridge Road.
- 12.5 Approved by common consent **Resolution No. 7-13-2006-12.05** approving the contract for Wood Pole Treatment and Inspections with Pole Maintenance Company, LLC. in the amount of \$81,212.60.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE WOOD POLE INSPECTION AND TREATMENT PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.
- 12.6 Approved by common consent authorization for the Mayor to sign an electrical interconnect agreement and a joint facilities use agreement with Brazos Electric Cooperative, Inc. for interconnection of electrical transmission facilities related to the College Station to Brazos Keith Tie Line.
- 12.7 Approved by common consent a construction contract (Contract #06-153) with Siemens Building Technologies Inc. in the amount of \$90,498.59 for the purchase and installation of the Sipass Security System at the Utility Service Center located at 1601 Graham Road. In the aftermath of September 11, 2001, regulatory security standards have been requested by the Federal Government. These security upgrades will bring the Utility Service Center into compliance.
- 12.8 Approved by common consent authorization for the Mayor to execute the renewal of a utility easement located on the Texas A&M University System property along the east side of Harvey Mitchell Parkway (2818) from F&B Road north to the city limits.
- 12.9 Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," Section 4E(3)(b) of the Code of Ordinances of the City of College Station prohibiting parking on Holleman Drive West beginning at Wellborn Road

(FM 2154) and extending to Harvey Mitchell Parkway (FM 2818). *This item was removed from the agenda by staff.*

- 12.10 Approved by common consent **Resolution No. 7-13-2006-12.10** awarding an annual contract to Acklam Construction Company, in an amount not to exceed \$424,500.00, for concrete curb/gutter & flatwork used to maintain City infrastructure. Bid #06-112.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE ANNUAL CURB, GUTTER & FLATWORK PRICE AGREEMENT PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.
- 12 11 Approved by common consent an Interlocal Agreement for cooperative purchasing activities between the City of College Station and Texas Forest Service.
- 12.12 Approved by common consent a renewal agreement with Mustang Rental Services of Texas, Ltd. for the rental of heavy machinery, Bid No. 05-89, for an annual expenditure of \$125,000.00.
- 12.13 Approved by common consent the release of a June 4, 1998 Tax Abatement Agreement between the City of College Station and CSL of Texas, Inc. for commercial tax abatement on 250 acre tract on FM 60 east of Highway 6.
- 12.14 Approved by common consent minutes for the College Station City Council Workshop and Regular Meeting for June 8, 2006.

Council member Scotti moved to approve Consent Agenda Items 12.1-12.8 and 12.10-12.14. Council member White seconded the motion, which carried unanimously, 6-0. Item No. 12.9 was removed from the agenda by staff.

FOR: Silvia, White, Gay, McIlhaney, Scotti, Ruesink
AGAINST: None
ABSENT: Happ

Regular Meeting

Regular Agenda Item 13.1 -- Public hearing, presentation, possible action, and discussion on an ordinance establishing an overlay rezoning for 311 acres located at the intersection of State Highway 40 and State Highway 6.

Staff Planner Lindsay Boyer presented a brief summary of the ordinance establishing an overlay rezoning for 311 acres located at the intersection of State Highway 40 and State Highway 6. The Planning and Zoning Commission and staff recommended approval of the request.

Mayor Silvia opened the public hearing. No one spoke. Mayor Silvia closed the public hearing. Councilmember White moved to approve **Ordinance No. 2911** establishing an overlay rezoning for 311 acres located at the intersection of State Highway 40 and State Highway 6. Council member McIlhaney seconded the motion, which carried unanimously, 5-1-1.

FOR: Silvia, White, McIlhaney, Scotti, Ruesink

AGAINST: Gay

ABSENT: Happ

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES AS DESCRIBED IN EXHIBITS A AND B; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

Regular Agenda Item No. 13.2 -- Public hearing, presentation, possible action, and discussion on an ordinance amending the Comprehensive Plan - Land Use Plan from Industrial R&D to Residential Attached and Regional Retail for 1300 Harvey Mitchell Parkway (FM 2818), generally located south of and adjacent to Harvey Mitchell Parkway (FM 2818), between Holleman Drive West and Luther Street West.

Senior Planner Jennifer Prochazka described the proposed ordinance amending the Comprehensive Plan. The Planning and Zoning Commission recommended approval of changing the Land Use Plan to reflect Residential Attached on all portions (including the Regional Retail portion) of the property currently designated as Industrial. Staff recommended denying the request due to the impending Comprehensive Plan update.

Mayor Silvia opened the public hearing.

The following persons addressed the Council regarding the proposed amendment.

Fain McDougal, 4150 Shadowbrook

Donald Hammond, 6107 Care Corse, Austin, TX

Michael Pulk, 4402 Belvoir Ct.

Mayor Silvia closed the public hearing.

Council member Scotti moved to approve **Ordinance 2912** as recommended by the Planning and Zoning Commission amending the Comprehensive Plan from Industrial R&D to Residential Attached and Regional Retail for 1300 Harvey Mitchell Parkway (FM 2818) Case No. 06-500087.

Council member Gay seconded the motion which carried by a vote of 5-1-1.

FOR: Silvia, White, Gay, Scotti, Ruesink

AGAINST: McIlhaney

ABSENT: Happ

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE **LAND USE PLAN** FOR THE AREA GENERALLY LOCATED SOUTH OF AND ADJACENT TO HARVEY MITCHELL PARKWAY (FM 28 18), BETWEEN HOLLEMAN DRIVE WEST AND LUTHER STREET WEST, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

Regular Agenda Item No. 13.3 -- Presentation, possible action and discussion on the formation of the Comprehensive Plan Advisory Committee (CPAC), including citizen appointments and the designation of a Council representative.

Acting Director of Planning and Development Services Lance Simms described the formation of the Comprehensive Plan Advisory Committee membership. Council member White moved to appoint two regular members from the four College Station Residents areas identified by staff and an alternate. His motion also included a resident at large, student resident and an ETJ resident. Councilmember Gay seconded the motion, which carried unanimously, 6-0.

FOR: Silvia, White, Gay, McIlhaney, Scotti, Ruesink
AGAINST: None
ABSENT: Happ

College Station Resident Area I: Northeast quadrant of the City - north of Harvey Mitchell Parkway/North Forest Parkway and east of Tx. Avenue.

Council member McIlhaney moved to appoint Hugh Lindsay and John Richards as College Station Residents for Area 1, and David Hart as the alternate. Councilmember White seconded the motion, which carried by a vote of 5-1.

FOR: Silvia, White, Gay, McIlhaney, Ruesink
AGAINST: Scotti
ABSENT: Happ

College Station Residents – Area II: Southeast quadrant of the City - south of Harvey Mitchell Parkway/North Forest Parkway and east of Tx. Avenue/Highway 6.

It was the consensus of the City Council to appoint John Crompton and Brian Bochner as College Station Residents for Area II, and Dennis Corrington as alternate.

College Station Residents – Area III: Southwest quadrant of the City - south of Harvey Mitchell Parkway and west of Tx. Avenue/Highway 6.

It was the consensus of the City Council to appoint Steve Arden and Laurie Corbelli as College Station Residents for Area III, and Tom Taylor as alternate.

College Station Residents – Area IV: Northwest quadrant of the City - north of Harvey Mitchell Parkway and west of Tx. Avenue.

It was the consensus of the City Council to appoint Hugh Stearns and Jerry Cooper as College Station Residents for Area IV, and Adrian Williams as the alternate.

Student Resident

It was the consensus of the City Council to appoint Andrew Burleson as the College Station Student Resident, and Kristina Cambell as alternate.

College Station ETJ Resident

It was the consensus of the City Council to appoint Douglas C. Rapè as the College Station ETJ Resident, and Dorthea Robinson as alternate.

Resident at Large

It was the consensus of the City Council to appoint Craig Hall as the Resident at Large, and Mike Guido as alternate.

City Council Member

It was the consensus of the City Council to appoint Councilmember Scotti as a City Council representative, and Councilmember McIlhaney as alternate.

Regular Agenda Item No. 13.4 -- Presentation, possible action, and discussion regarding the construction of raised medians on Southwest Parkway between Anderson Street and Dartmouth Street.

Assistant City Engineer Troy Rother presented a brief overview of the construction for raised medians on Southwest Parkway between Anderson Street and Dartmouth Street for safety improvements.

Councilmember Scotti moved to approve the construction of raised medians on Southwest Parkway between Anderson Street and Dartmouth Street in the amount of \$128,000. Funds available in 2003 General Obligation Bonds approved for traffic safety improvement. Council member Ruesink seconded the motion, which carried unanimously, 6-0.

FOR: Silvia, White, Gay, McIlhaney, Scotti, Ruesink

AGAINST: None

ABSENT: Happ

Workshop Agenda Item No. 6 -- Council Calendars

- | | |
|---------|--|
| July 17 | Joint Meeting of the City Council and CSISD, 6:00 p.m. – 8:00 p.m. – CSISD Administration Building, 1812 Welsh |
| July 17 | Intergovernmental Committee Meeting, Noon – Chamber of Commerce |
| July 17 | Special Council Meeting – Citizen Committee and Council Committee Appointments, 2:00 p.m. Council Chambers |
| July 18 | Council Transportation Committee Meeting, Administrative Conference Room 4:30 p.m. |
| July 19 | Special Council Meeting – A&M Consolidated High School Auditorium – 7:00 p.m. |

July 20 Special Council Meeting – A&M Consolidated High School Auditorium – 7:00
 July 27 Council Workshop/Regular Meeting, 3:00 pm and 7:00 p.m.
 July 29 Hispanic Forum Awards & Scholarship Gala – Hilton – 6:00 p.m.
 Aug. 1 National Night Out – 6:00 p.m.
 Aug. 7 Council Workshop/Regular Meeting, 3:00 pm and 7:00 pm.
 Aug. 8 – 11 9th Annual Transportation Summit – Irving, Tx
 Aug. 14 Special Council Budget Meeting, 3:00 p.m.
 Aug. 22 Special Council Budget Meeting, 3:00 p.m.
 Aug. 23 Special Council Budget Meeting, 3:00 p.m.
 Aug. 25 – 26 Newly Elected Officials Orientation – Dallas, TX
 Aug. 31 Special Council Budget Meeting, 3:00 p.m.

Council reviewed their upcoming events.

Workshop Agenda Item No. 7 -- Discussion, review and possible action regarding the following meetings: Brazos County Health Dept., Brazos Animal Shelter, Brazos Valley Council of Governments, Cemetery Committee, City Center, Design Review Board, Façade Improvement Program Advisory Committee, Fraternal Partnership, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee and School District, Joint Relief Funding Review Committee, Library Committee, Making Cities Livable Conference, Metropolitan Planning Organization, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Sister City Association, TAMU Student Senate, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Transportation Committee, Wolf Pen Creek Oversight Committee, Wolf Pen Creek TIF Board, Zoning Board of Adjustments.

Councilmember Scotti presented highlights of the Research Valley Partnership focus group meeting.

City Manager Glenn Brown presented a brief summary of the Brazos Animal Shelter meeting.

Regular Agenda Item No. 14 -- The City Council may convene the executive session following the regular meeting to discuss matters posted on the executive session agenda for July 13, 2006.

At 10:31 p.m., Mayor Silvia announced in open session that the City Council would reconvene into executive session pursuant to Sections 551.071, 551.074 and 551.087 of the Open Meetings Act, to seek the advice of our attorney with respect to pending and contemplated litigation, to consider the appointment and evaluation of public officer(s) and economic development negotiations.

Regular Agenda Item No. 15 -- Final action on executive session, if necessary.

No action was taken from executive session.

Regular Agenda Item No. 16 -- Adjourn.

Hearing no objections, the meeting adjourned at 11:30 pm Thursday, July 13, 2006.

PASSED AND APPROVED this 14th day of September, 2006.

APPROVED:

Mayor Ron Silvia

ATTEST:

City Secretary Connie Hooks

DRAFT



Mayor
Ron Silvia
Mayor Pro Tempore
Ben White
City Manager
Glenn Brown

Council Members
John Happ
Ron Gay
Lynn McIlhaney
Chris Scotti
David Ruesink

MINUTES
Special Joint Meeting
College Station City Council and the College Station Independent School District
Monday, July 17, 2006 at 6:00 pm
College Station Independent School District Administration Office
1812 Welsh Avenue
College Station, Texas

Attendees: Mayor Silvia, Councilmembers Chris Scotti, Ron Gay, Ben White, Lynn McIlhaney, David Ruesink, John Happ. City Manager Glenn Brown, Interim Director of Planning and Development Services Lance Simms, Parks and Recreation Director Steve Beachy, Police Chief Mike Clancey, Asst. Fire Chief Eric Ploeger, Public Relations Director Becky Nugent, Asst. PARD Director Eric Ploeger, Staff Intern, Hayden Migl, City Secretary Connie Hooks

Acting Superintendent Eddie Coulson, Deputy Superintendent Mike Ball, Directors Ann Ganter and Greg McIntyre, Trustees Tim Jones, Mary Broussard, Randall Pitcock, Charlotte Slack, Steve Aldrich, and Garland Watson, and Beth French.

Item No. 1 -- Call to Order

Mayor Silvia called the College Station City Council meeting to order at 6:15 pm with all Councilmembers present. Councilmembers met with trustees of the College Station Independent School District to share ideas and hear reports from management staff on joint projects.

Item No. 2 -- Presentation, possible action, and discussion regarding Joint Use Agreements and Joint Projects/Programs between City of College Station and College Station Independent School District.

Police Chief Mike Clancey briefly described the school resource officer program and the DARE program. He highlighted the positive reception received by students to these programs and that a number of students pursue Criminal Justice College courses.

Parks and Recreation Director Steve Beachy updated the elected officials on the City and School Joint Use Agreements regarding park sites in conjunction with existing schools. He provided suggestions to incorporate a unified approach in planning additional park sites with school input for successful projects.

Item No. 3 -- Presentation, possible action, and discussion between the City of College Station City Council and the College Station Independent School District regarding District Student Enrollment, Projected Student Growth and Building Needs.

Acting Superintendent Eddie Coulson discussed the schools district's enormous growth rate, and its immediate impact to current schools and prompt planning school officials to plan additional campuses.

Item No. 4 -- Presentation, possible action, and discussion regarding future collaborative efforts between the City of College Station and College Station Independent School District.

Dr. Coulson agreed with Steve's comments and welcomed the opportunity to partnership with the City on future projects, including administrative space in the proposed City Center, and joint meeting space for both entities.

Dr. Coulson and Glenn Brown agreed to schedule another meeting of this type for Council and Trustees to discuss mutual topics.

Item No. 5 -- Adjourn.

Hearing no objections, Mayor Silvia adjourned the meeting at 8:10 pm.

PASSED AND APPROVED this 14th day of September, 2006.

APPROVED:

Mayor Ron Silvia

ATTEST:

City Secretary Connie Hooks



Mayor
Ron Silvia
Mayor Pro Tempore
Ben White
City Manager
Glenn Brown

Council Members
John Hupp
Ron Gay
Lynn McIlhaney
Chris Scotti
David Ruesink

MINUTES
College Station City Council
Monday, July 17, 2006 at 2:00 p.m.
College Station City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

Mayor Silvia called the special meeting to order at 2:00 pm. All council members were present.

Mayor Silvia announced that the City Council would convene into executive pursuant to Section 551.074 of the Open Meetings Act to consider the appointment and evaluation of public officers.

Personnel {Gov't Code Section 551.074}; possible action

The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer. After executive session discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:

- a. Zoning Board of Adjustments
- b. Planning and Zoning Commission
- c. Parks and Recreation Board

Council concluded the executive session at 4:38 pm and returned to the Council Chambers and took the following action.

Presentation, possible action, and discussion of citizen appointments to Citizen Committees which include Historic Preservation, Cemetery, Construction Board of Adjustments, Design Review Board, Zoning Board of Adjustments, Planning and Zoning Commission, Parks and Recreation Board and Outside Agencies (Research Valley Partnership and Convention and Visitors Bureau).

PLANNING AND ZONING COMMISSION

Councilmember Scotti made a motion to appoint Derek Dictson and Glenn Schroeder for two year terms to the Planning and Zoning Commission. Terms expire 6/08. Motion seconded by Councilmember Ben White.

An amended motion was made by Councilmember McIlhaney to reappoint Marsha Sanford and John Nichols for two year terms expiring 6/08. Motion seconded by Councilmember Scotti. The amended motion and original motion carried unanimously, 7-0.

PARKS AND RECREATION BOARD

Councilmember Gay moved to appoint members to the Parks and Recreation Board. Reappoint Jodi Warner as Chair for a two year term expiring 6/08 and Gary Thomas two year term, expiring 6/08; appoint new members Joan Perry for a two year term expiring 6/08 replacing Glenn Schroeder; Jody Ford

and Shawn Rhodes, serving one year term expiring 6/07 replacing Carol Blaschke and Jeannie McCandless. Motion seconded by Councilmember Ben White, which carried unanimously, 7-0.

CONVENTION AND VISITORS BUREAU BOARD OF DIRECTORS

Councilmember McIlhaney made a motion to accept the recommendation from the CVB Nominating Committee to appoint Steven Moore as the City's representative on the Convention and Visitors Bureau Board of Directors. Motion seconded by Ben White, which carried unanimously, 7-0.

ZONING BOARD OF ADJUSTMENTS

Councilmember McIlhaney made the motion to reappoint Jay Goss as Chair, two term expiring 6/08 and John Richards, two term expiring 6/08; appoint Denise Whisenant as a regular member, two term expiring 6/08 to replace Graham Sheffy; new appointees, Hugh Stearns as an alternate to replace Charles Taylor one term expiring 6/07, and Thomas Mather as an alternate, two year term expiring 6/08. Seconded by Councilmember White.

Amended motion was made by Councilmember Gay to exclude Hugh Stearns as an alternate stated in the original motion. Motion seconded by Mayor Pro Tem Happ. Motion carried by a vote of 4-3.

FOR: Gay, Happ, Scotti, Silvia

AGAINST: White, Ruesink, McIlhaney

Vote was taken on the original motion as amended. Motion carried 7-0.

Councilmember McIlhaney made a motion to appoint Hugh Stearns as an alternate member. Motion seconded by Councilmember Ruesink. Motion failed by a vote of 3-4.

FOR: McIlhaney, Silvia, Ruesink

AGAINST: Happ, Gay, Scotti, White

CEMETERY COMMITTEE

Motion made by Councilmember Scotti to expand the Cemetery Committee membership from seven to nine. Motion seconded by Mayor Pro Tem Happ which carried unanimously, 7-0.

Councilmember Gay moved to reappoint Sarah Adams as Chairman, term expiring 6/07; James Battenhorst, two year term expiring 6/08; Joe Wallace, two year term expiring 6/08; David Chester, two year term expiring 6/08; new appointees Weldon Kruger to replace Mary Lind Bryan, two year term expiring 6/08, Randy Matson, two year term expiring 6/08, RC Slocum, two year term expiring 6/08; and Donald Braune as an alternate 6/08.

Motion seconded by Mayor Pro Tem Happ which carried unanimously, 7-0.

CONSTRUCTION BOARD OF ADJUSTMENTS

Council decided to solicit applicants for this Board.

HISTORIC PRESERVATION COMMITTEE

Mayor Pro Tem Happ made a motion to reappoint Hillary Jessup as Chair with two year term expiring, 6/08; Neal Nutall, two year term expiring 6/08; Colleen Risinger, two year term expiring 6/08; and new appointee Haskell Monroe to replace Marsha Crenwelge, one year term expiring 6/07. Motion seconded by Councilman Scotti which carried unanimously, 7-0.

DESIGN REVIEW BOARD

Council decided to solicit applicants for this Board.

RESEARCH VALLEY PARTNERSHIP BOARD

Councilmember White made a motion to appoint Todd McCallum to the RVP Board of Directors. Motion seconded by Councilmember McIlhaney. Motion failed, 3-4.

FOR: White, McIlhaney, Ruesink

AGAINST: Happ, Gay, Silvia, Scotti

Councilman Scotti made a motion to appoint Larry Hodges to the RVP Board of Directors replacing David Hickson. Motion seconded by Mayor Pro Tem Happ which carried unanimously, 7-0. Motion carried unanimously, 7-0.

Presentation, possible action, and discussion of selecting City Councilmembers to various local entities and organizations.

Council delayed official appointments to a future meeting. No official action was taken.

Hearing no objections, Mayor Silvia adjourned the meeting at 5:54 pm. on Monday, July 17, 2006.

PASSED AND APPROVED this 14th day of September, 2006.

APPROVED:

Mayor Ron Silvia

ATTEST:

City Secretary Connie Hooks

September 14, 2006
Consent Agenda
Fleet Shop Enhancements Construction Contract

To: Glenn Brown, City Manager

From: Charles McLemore, Acting Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on the resolution approving a construction contract (Contract #06-285), in the amount of \$189,150, with Orion Construction of Bryan, TX.

Recommendation(s): Staff recommends award of the contract to the lowest, responsible bidder meeting specifications, Orion Construction.

Summary: This project is for enhancements of the existing Fleet maintenance building at the College Station Utilities center. The enhancements include the construction of an additional enclosed maintenance bay on the existing building's northern end with a small office space for the Fleet Maintenance employees.

A total of four bids were submitted for this project. Due to the constraints of the project budget, the alternates noted on the attached Bid Tab 06-136 are not to be part of the project. A breakdown of the bid results is given in the table below:

Orion Construction	\$189,150.00
Dudley Construction, Ltd.	\$212,700.00
JaCody, Inc.	\$229,958.00
Bryan Construction Company	\$259,000.00

Budget & Financial Summary: \$201,500 for this project was included in the budget amendment approved January 26, 2006. It is anticipated that additional funds in the amount of approximately \$2,000 will be needed for this project in FY06. The funds for this project are budgeted and available in the Electric Fund budget.

Attachments:

1. Resolution
2. Bid Tab 06-136
3. Project Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR FLEET SHOP ENHANCEMENTS PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Fleet Shop Enhancements Project; and

WHEREAS, the selection of Orion Construction is being recommended as the lowest responsible bidder for the construction services related to the Fleet Shop Enhancements 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 Orion Construction is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Orion Construction for \$189,150.00 for the labor, materials and equipment required for the improvements related the Fleet Shop Enhancements Project.

PART 3: That the funding for this Project shall be as budgeted from the Electric Fund Budget in the amount of \$189,150.00.

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

ADOPTED this 14th day of September, A.D. 2006.

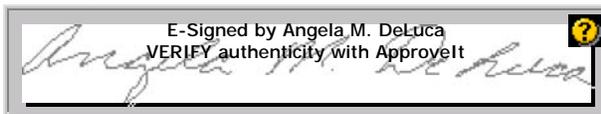
ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:

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

City Attorney

Fleet Facility Expansion

BID # 06-136

08/18/06

		Orion Construction Bryan, TX	Dudley Construction, Ltd. College Station, TX	JaCody, Inc. College Station, TX	Bryan Construction Company Bryan, TX
Item No.	Description	Item Total	Item Total	Item Total	Item Total
BASE BID:					
1	Fleet Facility Expansion	\$189,150.00	\$212,700.00	\$229,958.00	\$259,000.00
Base Total		\$189,150.00	\$212,700.00	\$229,958.00	\$259,000.00
ALTERNATES:					
1	Additional Lighting	\$4,625.00	\$5,100.00	\$5,500.00	\$4,300.00
2	Additional Concrete Paving	\$2,675.00	\$1,800.00	\$2,100.00	\$3,900.00
Alternates Total		\$7,300.00	\$6,900.00	\$7,600.00	\$8,200.00
Grand Total		\$196,450.00	\$219,600.00	\$237,558.00	\$267,200.00
Calendar Days for Completion		120	120	120	120
Certification of Bid		Y	Y	Y	Y
Addendum Acknowledged		3	3	3	3
Bid Bond		Y	Y	Y	Y
Exceptions		None	None	None	None

Fleet Facility Expansion



September 14, 2006
Consent Agenda
Contract for the Repair of Expansion Joints of the CSU Parking Lot

To: Glenn Brown, City Manager

From: Charles McLemore, Acting Director of Public Works

Agenda Caption: Presentation, possible action, and discussion regarding approval of a resolution awarding Bid No. 06-137 to Acklam Construction for the repair of the expansion joints of the CSU Parking Lot, in an amount not to exceed \$80,091.00.

Recommendation(s): Staff recommends award of Bid No. 06-137 to the lowest responsible bidder, Acklam Construction.

Summary: On August 18, 2006, two bids were received in response to Bid No. 06-137 for the repair of the expansion joints of the CSU Parking Lot. The repair of the expansion joints is required to prevent further moisture incursion in the concrete parking lot. Acklam Construction submitted the low bid.

Budget & Financial Summary: Funding is budgeted and available in the Street Maintenance Operating Budget.

Attachments:

1. Resolution
2. Tabulation of Bid No. 06-137
3. Map of location

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE REPAIR OF EXPANSION JOINTS OF THE CSU PARKING LOT PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Repair of Expansion Joints of the CSU Parking Lot Project; and

WHEREAS, the selection of Acklam Construction is being recommended as the lowest responsible bidder for the construction services related to Repair of Expansion Joints of the CSU Parking Lot; now, therefore,

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

PART 1: That the City Council hereby finds that Acklam Construction is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Acklam Construction for \$80,091.00 for the labor, materials and equipment required for the improvements related the Repair of Expansion Joints of the CSU Parking Lot Project.

PART 3: That the funding for this Project shall be as budgeted from the General - Operating Fund, Street Maintenance Division, in the amount of \$80,091.00.

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

ADOPTED this 14th day of September, A.D. 2006.

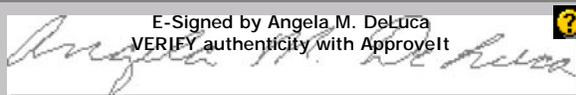
ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:

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


City Attorney

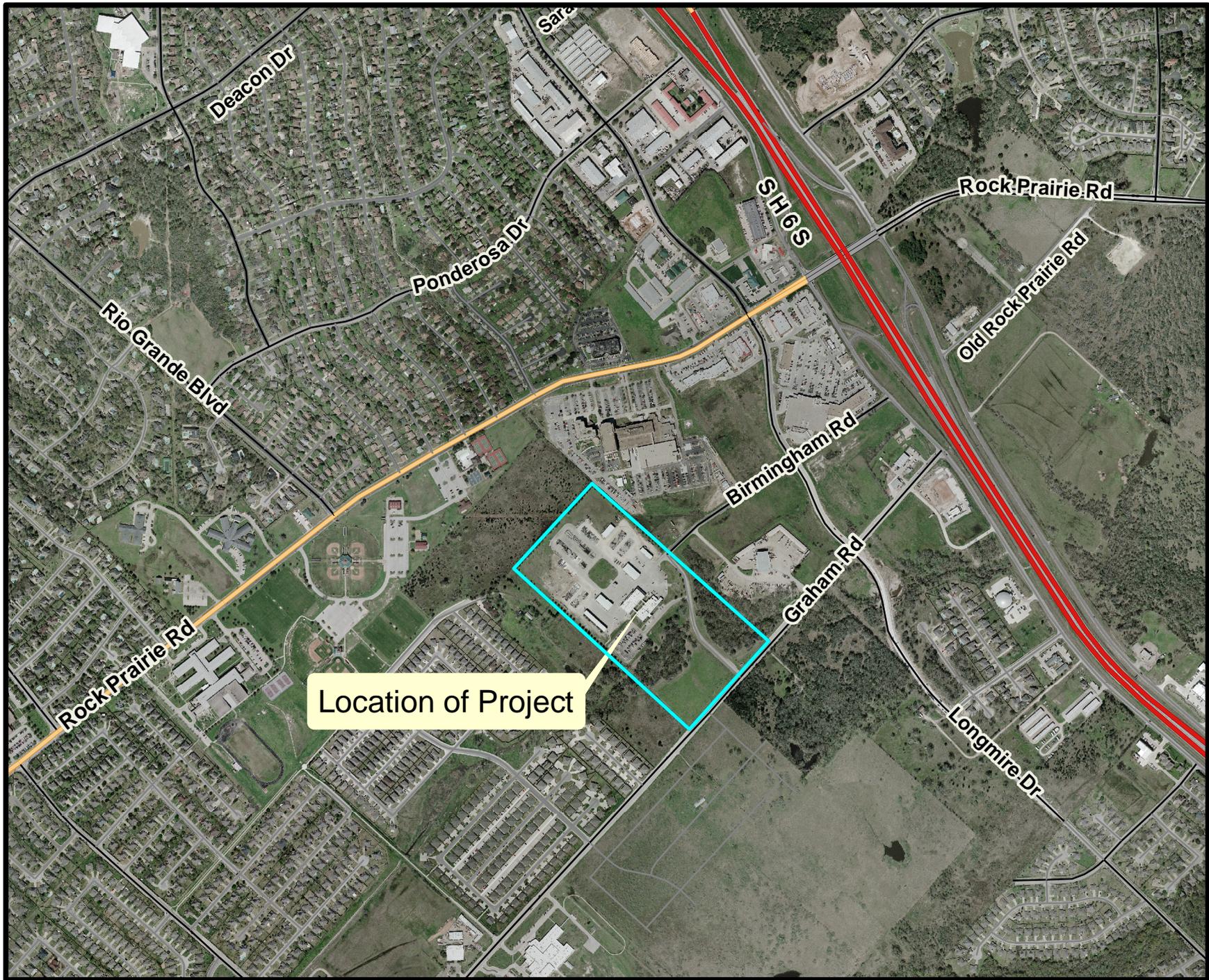
CSU Parking Lot Expansion Joints

BID # 06-137

08/18/06

		Acklam Construction	Young Contractors
Item No.	Description	Item Total	Item Total
BASE BID:			
1	College Station Utilities Parking Lot Expansion Joints	\$80,091.00	\$205,281.80
Total Bid		\$80,091.00	\$205,281.80

Calendar Days for Completion	90	90
Certification of Bid	Y	Y
Addendum Acknowledged	2	2
Bid Bond	Y	Y
Exceptions	None	Y



August 21, 2006

0 500 1,000 Feet

College Station Utilities Parking Lot Expansion Joint Repair Contract

September 14, 2006
BVSWMA Articulating Compactor Purchase

To: Glenn Brown, City Manager

From: Charles McLemore, Acting Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on awarding Bid No. 06-128 to the lowest responsible bidder, Mustang Tractor & Equipment, for the purchase of an articulated frame landfill compactor, to be used by the Brazos Valley Solid Waste Management Agency, in the amount of \$854,690.

Recommendation(s): Staff recommends award to lowest, responsible bidder meeting specifications, Mustang Tractor & Equipment, for the base bid cost of \$854,690.00.

Summary: This purchase is for a diesel powered, articulating frame compactor to be used by the Brazos Valley Solid Waste Management Agency for waste compaction. The bid specifications described an articulating landfill compactor with a waste handling package. The specifications also included provisions that allow the city to consider award based on a total life-cycle cost to the City. The total life-cycle cost to the city, or the Total Cost Bid (TCB), is calculated by taking the base bid plus the guaranteed maximum total cost of repairs (GMTCR) less the guaranteed repurchase price (GRP). The resulting sum is the total cost of the equipment over the five year life of the machine.

Performance bonds are required to guarantee the vendor will repurchase the equipment at the end of its life cycle and the maximum cost of repairs. Sealed competitive bids were solicited from four (4) potential vendors. Four (4) competitive bids were received and opened on July 26, 2006. Summary results are as follows:

<u>Vendor</u>	<u>Base Bid</u>	<u>GMTCR</u>	<u>GRP</u>	<u>TCB 5 Year</u>
Mustang Tractor	\$854,690	\$40,000	\$156,500	\$738,190
Waukesha-Pearce	\$854,747	\$60,000	\$122,000	\$792,747
Waukesha-Pearce (alt. bid)	\$706,860	\$60,000	\$122,000	\$644,860
Heavyquip	\$649,735	NO BID	NO BID	NO BID

Heavyquip did not meet the bid specifications which included minimum requirements for weight and horsepower. In addition, Heavyquip took exceptions to specifications for safety features such as windshield guards, stairways and striker bars. Other exceptions to the bid were to operator/parts/safety manuals, warranty and parts support. Waukesha-Pearce submitted an alternate bid that also did not meet bid specifications with exceptions to components such as wheels and blade. In addition, exceptions to both of Waukesha-Pearce's bids were taken on safety features to the fire suppression system, rear vision camera/monitor, the guaranteed repurchase provision, warranty and parts support.

This unit will replace the 2003 826G Compactor (unit 73-28) which has sustained two fires and frequent repairs.

Budget & Financial Summary: A portion of the funding (\$750,000) for this contract is available in the Fleet Replacement Fund. Budget Amendment #3 will appropriate \$104,690 in the fund to cover the remaining balance of the purchase. The additional cost of the unit will be offset by the sale of unit 73-28 through the guaranteed repurchase provision provided for in bid No. 03-09, and proceeds from the sale will be placed in the Equipment Replacement Fund.

Attachments:

1. Bid Tab

**ARTICULATING LANDFILL COMPACTOR
 BID # 06-128
 BVSWMA - LANDFILL**

Item No.	Description	Mustang CAT	Waukesha Pierce	*Wachesha Pearce	**Heavyquip
		Item Total	Item Total	Item Total	Item Total
ORIGINAL PURCHASE PRICE					
1	Articulating Landfill Compactor	\$854,690.00	\$854,747.00	\$706,860.00	\$649,735.00
	Original Purchase Price	\$854,690.00	\$854,747.00	\$706,860.00	\$649,735.00
	Make and Model No.	CAT 836H	Bomag BC1172RV	Bomag BX1172RV Alternate Bid	Terex 390-E

Total Cost of Bid: Consists of 1) the original purchase price; 2) the guaranteed maximum total cost of repairs (GMTCR); and 3) the guaranteed repurchase price (GRP). The total cost bid is the original purchase price plus the total GMTCR less the total GRP.

GMTCR: (Guaranteed Maximum Total Cost of Repairs Over Which The vendor Will be Responsible.

1	GMTCR for 3 Years or 4,500 hours, whichever occurs first	\$20,000.00	\$20,000.00	\$20,000.00	No bid
1	GMTCR for 4 Years or 6,000 hours, whichever occurs first	\$30,000.00	\$40,000.00	\$40,000.00	No bid
1	GMTCR for 5 Years or 7,500 hours, whichever occurs first	\$40,000.00	\$60,000.00	\$60,000.00	No bid

GRP: The guaranteed repurchase price is the price the vendor guarantees he will off for the equipment (purchased and maintenance as herein specified) at the end of each period specified.

1	GRP for 3 Years or 4,500 hours, whichever occurs first	\$235,000.00	Exception	Exception	\$150,000.00
1	GRP for 4 Years or 6,000 hours, whichever occurs first	\$195,500.00	Exception	Exception	\$125,000.00
1	GMTCR for 5 Years or 7,500 hours, whichever occurs first	\$156,500.00	Exception	Exception	\$100,000.00

TCB: The total cost bid is the original purchase price plus total GMTCR, less total GRP.

1	TCB for 3 Years or 4,500 hours, whichever occurs first	\$639,690.00	\$710,747.00	\$562,860.00	No Bid
1	TCB for 4 Years or 6,000 hours, whichever occurs first	\$689,190.00	\$753,747.00	\$603,860.00	No Bid
1	TCB for 5 Years or 7,500 hours, whichever occurs first	\$738,190.00	\$792,747.00	\$644,860.00	No Bid

Calendar Days for Delivery	140	120-150	120-150	45-60
Certification of Bid	Y	Y	Y	Y
Addendum Acknowledged	N/A	N/A	N/A	N/A
Bid Bond	N/A	N/A	N/A	N/A
Exceptions to specifications	No	NO	Yes	Yes

Waukesha Pearce's bid that met specification took exception to the GRP.

*Waukesha Pearce's alternate bid took exceptions on safety features to the fire suppression system, rear vision camera/monitor, the GPR, operator/parts/safety manuals, warranty & parts support. They also took exceptions to the GRP.

**Heavyquip did not meet bid specifications which included minimum requirements for weight & horsepower. They also took exceptions to specifications for safety features such as windshield guards, stairways & striker bars. Exceptions were taken for operator/parts/safety manuals, warranty & parts support. Exceptions were also taken to the GMTCR & the TCB.

**September 14, 2006
Consent Agenda
Nantucket Sewer Line Construction Contract**

To: Glenn Brown, City Manager

From: Charles McLemore, Acting Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on the resolution approving a construction contract with Doughtie Construction Co., Inc. in the amount of \$943,190.73 for construction of a sewer trunk line and appurtenances.

Recommendation: Staff recommends award of the contract to the lowest, responsible bidder meeting specifications, Doughtie Construction Co., Inc..

Summary: This contract is for the construction of a 6 and 8-inch sewer trunk line in Nantucket Subdivision. The trunk line will serve the Nantucket Subdivision, and Annexation Areas 2 and 3 of the 2003 Annexation Project. Sealed competitive bids for Bid # 06-87 were received from four (4) contracting firms and the summary of the results is as follows:

Doughtie Construction	\$ 943,190.73
Dudley Construction	\$1,079,330.44
Kieschnick Construction	\$1,103,171.70
Brazos Valley Services	\$1,863,563.00

Budget & Financial Summary: This project is included in the Wastewater Capital Improvements Program under 2002 Annexation Projects as Greens Prairie West of Arrington (Area 2) and Nantucket East of Harper's Ferry (Area 3). The current combined budget appropriation for these projects is \$844,666. An additional \$30,000 is proposed for appropriation in FY07. A total of \$106,112.79 has been expended or committed to date. Additional funds in the amount of \$164,000 will be transferred from Collection System Rehabilitation funds budgeted in FY06 and \$22,863 will be transferred from Oversize Participation funds budgeted in FY06. This will bring the project budget up to \$1,061,529 which will provide funds for the contract and an additional \$12,225 for overhead costs.

Attachments:

1. Resolution
2. 06-87 Bid Tab
3. Project Location Map

RESOLUTION NO. _____

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

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

WHEREAS, the selection of Doughtie Construction Co., Inc., is being recommended as the lowest responsible bidder for the construction services related to the Nantucket 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 Doughtie Construction Co., Inc., is the lowest responsible bidder.
- PART 2: That the City Council hereby approves the contract with Doughtie Construction Co., Inc., for \$943,190.73 for the labor, materials and equipment required for the improvements related to the Nantucket Sewer Line Project.
- PART 3: That the funding for this Project shall be as budgeted from the Wastewater Utility Fund in the amount of \$943,190.73.
- PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 14th day of September, A.D. 2006.

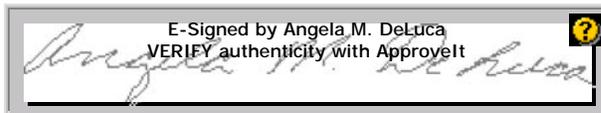
ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:

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

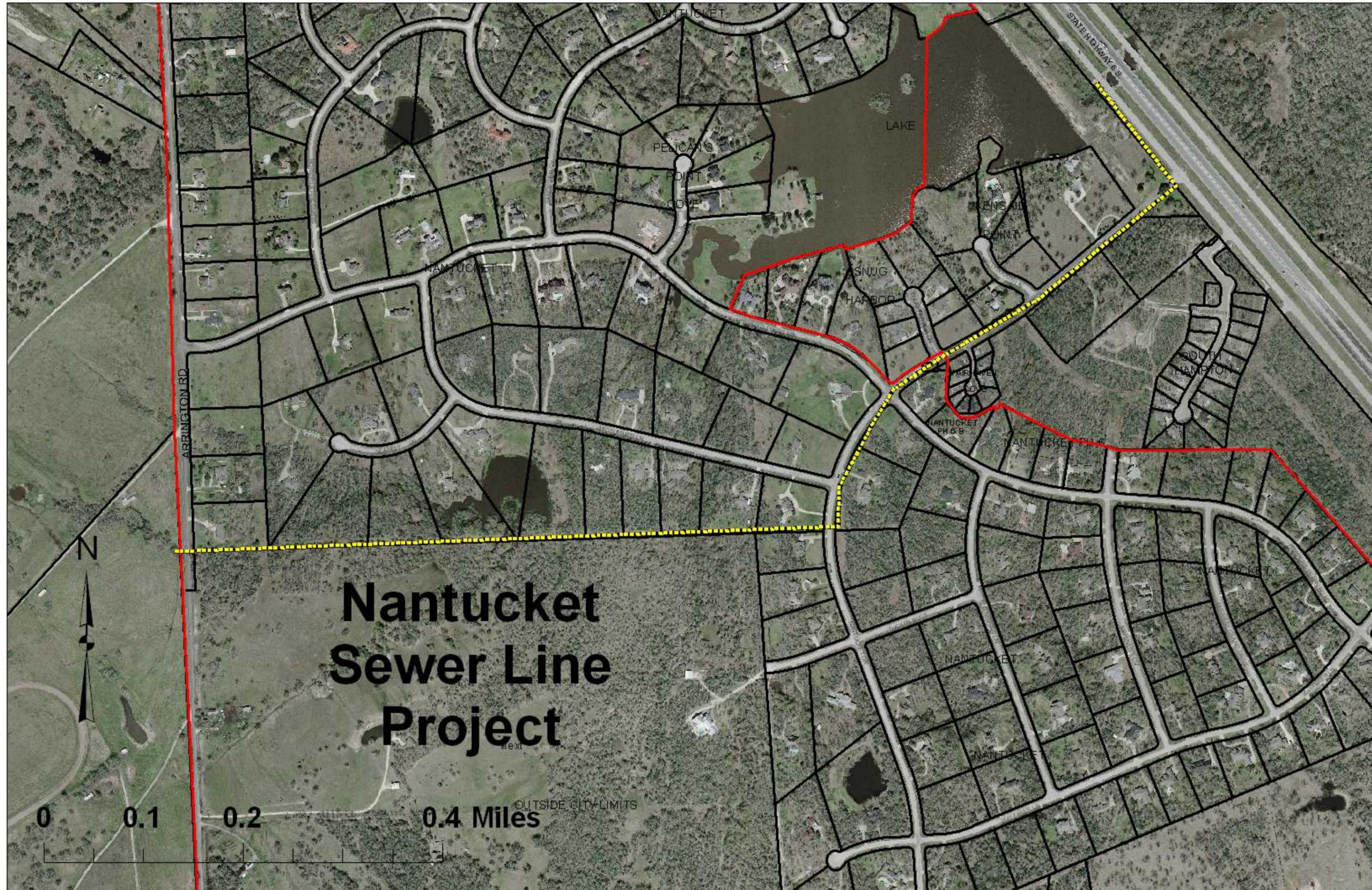
City Attorney



**Nantucket Sewer Line
 BID TABULATION 06-087
 Project # WF0395488 / WF0395480**

			Doughtie Construction		Dudley Construction		Kieschnick Construction		Brazos Valley Services		
Item No.	Quantity	Unit	Description of Item With Units in Words	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price
GENERAL ITEMS											
1.	1	LS	Mobilization, Complete & in place for the sum of:	\$42,664.00	\$42,664.00	\$162,292.00	\$162,292.00	\$25,000.00	\$25,000.00	\$140,000.00	\$140,000.00
2.	1	LS	Traffic Control Plan, Implementation, & Maintenance, Complete & in place for the sum of:	\$7,750.00	\$7,750.00	\$7,459.00	\$7,459.00	\$7,500.00	\$7,500.00	\$40,000.00	\$40,000.00
3.	1	LS	Erosion & Sedimentation Control, Complete & in place for the sum of:	\$3,500.00	\$3,500.00	\$7,096.00	\$7,096.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
4.	6,564	LF	Hydro Mulch Seeding, Complete & in place for the sum of:	\$1.67	\$10,961.88	\$1.91	\$12,537.24	\$3.30	\$21,661.20	\$4.00	\$26,256.00
5.	500	LF	Sodding, Complete & in place for the sum of:	\$3.75	\$1,875.00	\$18.17	\$9,085.00	\$10.00	\$5,000.00	\$30.00	\$15,000.00
6.	7,079	LF	TV Camera Inspection, Complete & in place for the sum of:	\$1.50	\$10,618.50	\$2.64	\$18,688.56	\$2.50	\$17,697.50	\$3.00	\$21,237.00
7.	265	LF	Tree Protection Fencing, Complete & in place for the sum of:	\$4.00	\$1,060.00	\$1.29	\$341.85	\$3.00	\$795.00	\$5.00	\$1,325.00
8.	6,393	LF	Trench Safety, Complete & in place for the sum of:	\$4.00	\$25,572.00	\$4.73	\$30,238.89	\$6.00	\$38,358.00	\$22.00	\$140,646.00
9.	2,000	LF-Inches	Excavate Rock in Trench, Complete & in place for the sum of:	\$9.00	\$18,000.00	\$5.47	\$10,940.00	\$5.00	\$10,000.00	\$5.00	\$10,000.00
10.	2,000	LF	Crushed Rock Embedement, Complete & in place for the sum of:	\$13.90	\$27,800.00	\$8.40	\$16,800.00	\$10.00	\$20,000.00	\$5.00	\$10,000.00
				SUBTOTAL	\$149,801.38	SUBTOTAL	\$275,478.54	SUBTOTAL	\$161,011.70	SUBTOTAL	\$414,464.00
SANITARY SEWER ITEMS											
11.	16	LS	8" PVC SS (D3034 SDR 26) (0-8ft Depth), Complete & in place for the sum of:	\$21.00	\$336.00	\$44.36	\$709.76	\$50.00	\$800.00	\$40.00	\$640.00
12.	211	AC	12" PVC SS (D3034 SDR 26) (0-8ft Depth), Complete & in place for the sum of:	\$26.05	\$5,496.55	\$33.20	\$7,005.20	\$50.00	\$10,550.00	\$30.00	\$6,330.00
13.	1,711	LF	12" PVC SS (D3034 SDR 26) (08-12ft Depth), Complete & in place for the sum of:	\$31.00	\$53,041.00	\$37.22	\$63,683.42	\$60.00	\$102,660.00	\$34.00	\$58,174.00
14.	723	LF	12" PVC SS (D3034 SDR 26) (12-16ft Depth), Complete & in place for the sum of:	\$39.00	\$28,197.00	\$44.71	\$32,325.33	\$70.00	\$50,610.00	\$75.00	\$54,225.00
15.	18	LF	12" PVC SS (D3034 SDR 26) (16-20ft Depth), Complete & in place for the sum of:	\$55.00	\$990.00	\$59.94	\$1,078.92	\$75.00	\$1,350.00	\$100.00	\$1,800.00
16.	175	LF	18" PVC SS (F679 SDR 26) (12-16ft Depth), Complete & in place for the sum of:	\$53.00	\$9,275.00	\$61.67	\$10,792.25	\$80.00	\$14,000.00	\$116.00	\$20,300.00
17.	1,916	LF	18" PVC SS (F679 SDR 26) (16-20ft Depth), Complete & in place for the sum of:	\$61.00	\$116,876.00	\$71.39	\$136,783.24	\$90.00	\$172,440.00	\$266.00	\$509,656.00
18.	548	LF	18" PVC SS (F679 SDR 26) (20-24ft Depth), Complete & in place for the sum of:	\$73.00	\$40,004.00	\$81.26	\$44,530.48	\$100.00	\$54,800.00	\$495.00	\$271,260.00
19.	488	LF	18" Sanitary Sewer (DIP CL 250) (0-8ft Depth), Complete & in place for the sum of:	\$72.80	\$35,526.40	\$88.72	\$43,295.36	\$50.00	\$24,400.00	\$55.00	\$26,840.00
20.	158	LF	18" Sanitary Sewer (DIP CL 250) (8-12ft Depth), Complete & in place for the sum of:	\$80.80	\$12,766.40	\$70.36	\$11,116.88	\$60.00	\$9,480.00	\$60.00	\$9,480.00
21.	249	LF	18" Sanitary Sewer (DIP CL 250) (12-16ft Depth), Complete & in place for the sum of:	\$89.00	\$22,161.00	\$76.20	\$18,973.80	\$80.00	\$19,920.00	\$80.00	\$19,920.00
22.	180	LF	24" Steel Casing by Open Cut w /12" DIP Sewer, Complete & in place for the sum of:	\$185.00	\$33,300.00	\$135.35	\$24,363.00	\$80.00	\$14,400.00	\$175.00	\$31,500.00
23.	200	EA	24" Steel Casing by Bore w /12" DIP Sewer, Complete & in place for the sum of:	\$365.00	\$73,000.00	\$303.39	\$60,678.00	\$450.00	\$90,000.00	\$325.00	\$65,000.00
24.	486	EA	30" Steel Casing by Bore w /18" DIP Sewer, Complete & in place for the sum of:	\$475.00	\$230,850.00	\$483.54	\$235,000.44	\$500.00	\$243,000.00	\$502.00	\$243,972.00
25.	96	EA	48" RCP Culverts, Complete & in place for the sum of:	\$165.00	\$15,840.00	\$160.10	\$15,369.60	\$150.00	\$14,400.00	\$185.00	\$17,760.00
26.	72	EA	60" RCP Culverts, Complete & in place for the sum of:	\$235.00	\$16,920.00	\$225.00	\$16,200.00	\$200.00	\$14,400.00	\$240.00	\$17,280.00
27.	1	EA	Remove & Relay Ex. Culverts, Complete & in place for the sum of:	\$750.00	\$750.00	\$1,431.30	\$1,431.30	\$750.00	\$750.00	\$2,500.00	\$2,500.00
28.	5	EA	Piers, Complete & in place for the sum of:	\$5,125.00	\$25,625.00	\$2,995.00	\$14,975.00	\$3,500.00	\$17,500.00	\$3,000.00	\$15,000.00
29.	8	EA	Standard Manhole (4' Diam.), Complete & in place for the sum of:	\$2,430.00	\$19,440.00	\$2,896.00	\$23,168.00	\$4,500.00	\$36,000.00	\$2,800.00	\$22,400.00
30.	15	EA	Standard Manhole (5' Diam.), Complete & in place for the sum of:	\$5,225.00	\$78,375.00	\$4,598.00	\$68,970.00	\$6,000.00	\$90,000.00	\$5,000.00	\$75,000.00
31.	3	EA	Water Tight Lid, Complete & in place for the sum of:	\$455.00	\$1,365.00	\$393.00	\$1,179.00	\$500.00	\$1,500.00	\$400.00	\$1,200.00
				SUBTOTAL	\$820,134.35	SUBTOTAL	\$831,628.98	SUBTOTAL	\$982,960.00	SUBTOTAL	\$1,470,237.00

Item No.	Quantity	Unit	Description of Item With Units in Words	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price	Unit Cost	Total Price
ALTERNATE BID ITEMS											
DEDUCT	-125	LF	30" Steel Casing by Bore w/18" DIP Sewer, Complete & in place for the sum of:	\$490.00	-\$61,250.00	\$483.54	(\$60,442.50)	\$450.00	-\$56,250.00	\$502.00	-\$62,750.00
ADD	103	LF	Driveway Repair in lieu of Dry Mech Bore, Complete & in place for the sum of:	\$335.00	\$34,505.00	\$317.14	\$32,665.42	\$150.00	\$15,450.00	\$404.00	\$41,612.00
				SUBTOTAL	-\$26,745.00	SUBTOTAL	-\$27,777.08	SUBTOTAL	-\$40,800.00	SUBTOTAL	-\$21,138.00
BID SUMMARY											
				TOTAL GENERAL ITEMS	\$149,801.38		\$275,478.54		\$161,011.70		\$414,464.00
				TOTAL SANITARY SEWER ITEMS	\$820,134.35		\$831,628.98		\$982,960.00		\$1,470,237.00
				TOTAL BASE BID	\$969,935.73		\$1,107,107.52		\$1,143,971.70		\$1,884,701.00
				TOTAL ALTERNATE BID ITEMS	-\$26,745.00		-\$27,777.08		-\$40,800.00		-\$21,138.00
				TOTAL BID INCLUDING ALTERNATE	\$943,190.73		\$1,079,330.44		\$1,103,171.70		\$1,863,563.00



Nantucket Sewer Line Project

ARRINGTON RD

STATE HIGHWAY 63

LAKE

PELICAN'S
POINT
COVE

SNUG
HARBOR

KENS
POINT

SOUTH
HAMPTON

NANTUCKET
PHOENIX

NANTUCKET

NANTUCKET

NANTUCKET

NANTUCKET

OUTSIDE CITY LIMITS

0 0.1 0.2 0.4 Miles



September 14, 2006
Consent Agenda
CSC Environmental/Support Services Contract

To: Glenn Brown, City Manager

From: Charles McLemore, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on a resolution approving a service contract with CSC Engineering & Environmental Consultants, Inc. in the amount of \$85,000.00 for the environmental/support services at the Rock Prairie Road Landfill.

Recommendation(s): Staff recommends approval of the resolution approving the service contract with CSC Engineering & Environmental Consultants, Inc. based on their knowledge and previous experience at the Rock Prairie Road Landfill site.

Summary: This resolution approving a service contract with CSC Engineering & Environmental Consultants, Inc. for environmental/support services will allow the Rock Prairie Road Landfill to maintain regulatory compliance with TCEQ disposal regulations. Groundwater monitoring, aerial survey with volume calculations, global positioning system (GPS) support, the installation of three (3) landfill gas probes and renewal of the Storm Water Permit under the Multi-Sector General Permit are tasks to be completed with the contract. An Aerial Survey with Volume Calculations must be completed each year for submittal with the landfill annual report to the TCEQ and to determine compaction rates and remaining site disposal capacity. Semi-Annual Groundwater Monitoring and testing of all monitoring wells at the facility must be completed twice per year and a written report with the findings of these tests must be submitted to TCEQ for their review and approval. Failure to comply with the requirements of these regulations would place the facility in non-compliance that could warrant administrative action by TCEQ.

Budget & Financial Summary: Contract amount is \$85,000.00. Funding for this contract is available in the BVSWMA Operating Fund.

Attachments:

1. Resolution

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 SUPPLEMENTAL ENGINEERING/ENVIRONMENTAL SERVICES RELATED TO REGULATORY COMPLIANCE, SITE OPERATION, AND GROUNDWATER CONDITIONS AT THE ROCK PRAIRIE ROAD LANDFILL PROJECT.

WHEREAS, the City of College Station, Texas, solicited proposals for the supplemental environmental/support services related to regulatory compliance, site operation, and groundwater conditions at the Rock Prairie Road Landfill; and

WHEREAS, the selection of CSC Engineering & Environmental Consultants, Inc. is being recommended as the most highly qualified provider of the environmental/support services for the aerial survey with volume calculations and semi-annual groundwater monitoring; 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 CSC Engineering & Environmental Consultants, Inc. is the most highly qualified provider of the environmental/support services including the aerial survey with volume calculations and semi-annual groundwater monitoring at the Rock Prairie Road Landfill Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with CSC Engineering & Environmental Consultants, Inc. for an amount not to exceed \$85,000.00 for the environmental/support services related to the Rock Prairie Road Landfill Project.

PART 3: That the funding for this project shall be as budgeted from the BWSWMA Landfill Fund in the amount of \$85,000.00.

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

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

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor



City Attorney

September 14, 2006
Consent Agenda
AFA for Arrington Road/William D. Fitch Parkway

To: Glenn Brown, City Manager

From: Charles McLemore, Acting Director of Public Works

Agenda Caption: Presentation, possible action and discussion approving a resolution for an Advanced Funding Agreement (AFA) between the City of College Station and the State of Texas for the connection of Arrington Road to Highway 40 (William D. Fitch Parkway).

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

Summary: The Texas Department of Transportation (TxDOT) now requires an Advanced Funding Agreement (AFA) to connect a City of College Station roadway to a TxDOT roadway. In the past a driveway permit was required to connect a city street to a TxDOT roadway. The City of College Station is paying for the design and construction of Arrington Road from Decatur Road to Highway 40 (William D. Fitch Parkway). This resolution will approve an AFA between the City of College Station and TxDOT for the connection of the northern intersection of Arrington Road and Highway 40.

Budget & Financial Summary: There are no payments to TxDOT associated with this AFA. The project budget amount for the Arrington/Decatur extension project (Project #ST0606) is \$4,000,000.

Attachments:

1. Resolution
2. Location map

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ADVANCED FUNDING AGREEMENT WITH THE STATE OF TEXAS FOR THE CONSTRUCTION OF THE ARRINGTON ROAD AND HIGHWAY 40 (WILLIAM D. FITCH PARKWAY) NORTHERN INTERSECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of College Station plans to approve the contract funds to construct the northern intersection of Arrington Road and Highway 40 as part of the Arrington Road-Decatur Drive Roadway Extension Project; and

WHEREAS, the proposed Arrington Road will intersect with Highway 40 in the City of College Station (City); and

WHEREAS, the City and the State have agreed upon a plan to construct this intersection with the Arrington Road-Decatur Drive Roadway Extension Project (the "Project"); and

WHEREAS, detailed construction plans have been prepared; and

WHEREAS, the City will bid the Project to contract, administer and inspect the construction, and fund the construction of the Project; and

WHEREAS, the Texas Department of Transportation permits construction to be performed in their rights-of-way following the execution of an Advanced Funding Agreement between the City of College Station and the Texas Department of Transportation; and

WHEREAS, the Texas Department of Transportation requires a resolution from a municipality to accompany an Advance Funding Agreement; and

WHEREAS, there will be no funding or reimbursements from the Texas Department of Transportation for any of the Project costs; now therefore,

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

PART 1: The matters set forth in the preamble are true and correct.

PART 2: The City Council of the City of College Station agrees to execute an Advanced Funding Agreement with the Texas Department of Transportation, which will permit the City to perform work within the State right-of-way.

PART 3: The City Council of the City of College Station hereby authorizes the Mayor to execute said Advanced Funding Agreement on behalf of the City of College

Station, Texas and to transmit the same to the State of Texas for appropriate action.

PART 4: This Resolution shall be effective immediately upon its adoption.

ADOPTED by the City Council of the City of College Station, Texas, this _____ day of _____, 2006.

ATTEST:

APPROVED:

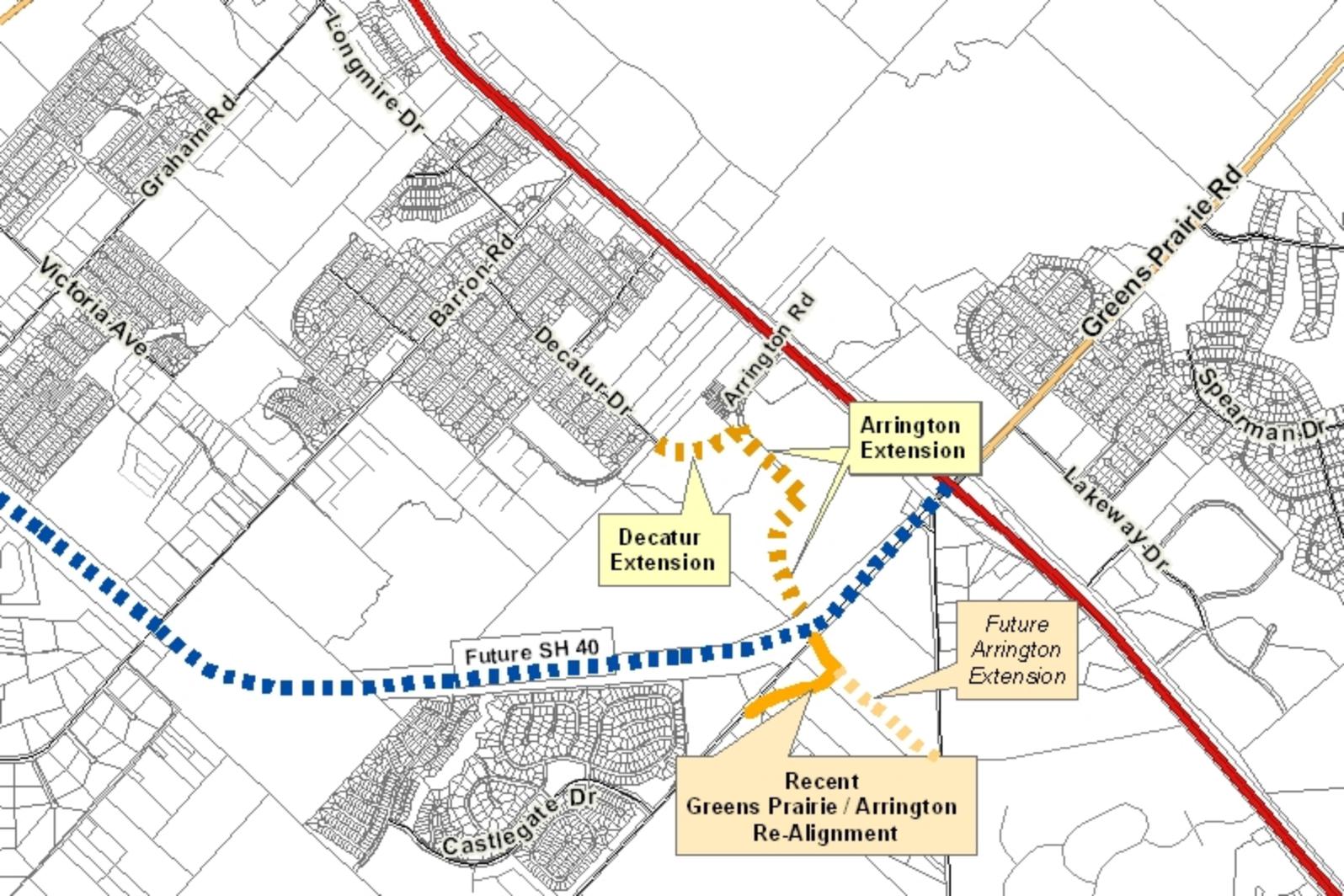
Connie Hooks, City Secretary

Ron Silvia, Mayor

APPROVED:

E-Signed by Carla A. Robinson
VERIFY authenticity with Approver!

City Attorney



Graham Rd

Longmire Dr

Victoria Ave

Barron Rd

Decatur Dr

Arrington Rd

Greens Prairie Rd

Spearman Dr

Lakeway Dr

Arrington Extension

Decatur Extension

Future SH 40

Future Arrington Extension

Recent Greens Prairie / Arrington Re-Alignment

Castlegate Dr

**September 14, 2006
Consent Agenda Item
Landscape Maintenance Services Contract**

To: Glenn Brown, City Manager

From: Stephen Beachy, Director of Parks and Recreation

Agenda Caption: Presentation, possible action, and discussion regarding a resolution awarding an Annual Contract for Landscape Maintenance Services for thirty-one (31) municipal sites comprised of buildings, grounds, parks, and street medians to the lowest responsible bidder, Green Teams, Inc. (d.b.a: The Greenery) for an annual expenditure in the amount of \$297,463.00.

Recommendation(s): Staff recommends award of the contract to the lowest responsible bidder, Green Teams, Inc. in the amount of \$297,463.00. **This bid is \$27,047.75 lower than the existing contract for the same 31 locations and represents 8.33% savings from FY206.**

Summary: This contract is for all materials, machinery, equipment, superintendence and labor necessary to commence and complete normal turf, ornamental plantings, and irrigation system maintenance operations for thirty-one locations throughout the city.

Operations will begin on October 1, 2006 and continue through September 30, 2007. Upon completion of the original term of the contract, the contract may be extended annually with the mutual agreement of both parties. The contract allows for two potential annual extensions, at which time the services will need to be re-bid. Locations covered by this contract include:

- | | | |
|-----------------------------|-----------------------------|--------------------------------|
| 1. Arts Council Building | 11. Freeman tract | 21. Utility Customer Service |
| 2. Business Center | 12. Greens Prairie medians | 22. Police Dept-Cy Miller Park |
| 3. Castlegate parks | 13. G. Bush Dr. East | 23. Public Works |
| 4. City Hall/Community Dev. | 14. G. Bush Dr. medians | 24. Rock Prairie medians |
| 5. Fire Station #1 | 15. Hereford/Winding median | 25. Tarrow medians |
| 6. Fire Station #2 | 16. Krenek Tap Crossing | 26. Texas Avenue |
| 7. Fire Station #3 | 17. Library | 27. Unity Plaza |
| 8. Fire Station #5 | 18. Municipal Court | 28. University Dr. medians |
| 9. FM 60-FM 2818 site | 19. Northgate garage | 29. Utility Service Center |
| 10. FM 2818 crepe myrtles | 20. Northgate promenade | 30. WPC Park |
| | | 31. WPC trails |

Budget & Financial Summary: Sealed competitive bids were solicited and four (4) bids were received. Please see the attached Bid Tabulation sheet for comparison.

Legal advertisements placed:	6/28/2006 and 7/5/2006
Pre-bid meeting conducted:	7/5/2006
Bid opening conducted:	7/27/2006

Funding for the thirty-one (31) sites included in Bid #06-121 is in the proposed FY 06-07 budget in the General Fund - Parks and Recreation Department; Hotel Occupancy Tax Fund - Parks and Recreation Department; and the Electric Fund - Public Utilities Department.

Attachments:

1. Resolution
2. Bid tabulation for Bid #06-121
3. Cost comparison of previous bid amounts to new costs

4. Location map for 31 sites (numbers correspond to numbering above)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A LANDSCAPE MAINTENANCE CONTRACT FOR THE ANNUAL LANDSCAPE MAINTENANCE FOR THIRTY-ONE (31) PROPERTIES, AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City Council of the City of College Station, Texas, solicited bids for Annual Landscape Maintenance; and

WHEREAS, the selection of Green Teams, Inc., is being recommended as the lowest responsible bidder for Annual Landscape Maintenance; now, therefore,

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

PART 1: That the City Council hereby approves that Green Teams, Inc., is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Green Teams, Inc., for an annual estimated expenditure of \$297,463.00 for the labor, materials and equipment required for the Annual Landscape Maintenance functions for the thirty-one (31) properties contained in Bid #06-121.

PART 3: That the City Council hereby agrees that the funding for these services shall be as budgeted from the General Fund, Parks and Recreation Department, in the amount of \$242,121.00; Hotel Occupancy Tax Fund, Parks and Recreation Department, in the amount of \$31,181.00; and Electric Fund, Utilities Administration - Public Utilities Department, in the amount of \$24,161.00.

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

ADOPTED this 14th day of September, A.D. 2006.

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:



City Attorney

LANDSCAPE MAINTENANCE AT 31 SITES
 BID TABULATION #06-121
 07-27-06

	Green Teams, Inc.				TruGreen Landcare				Brookway Horticultural				Landscapes USA			
	# Sq Ft	\$/ Cycle	# of Cycles	Yearly Total	# Sq Ft	\$/ Cycle	# of Cycles	Yearly Total	# Sq Ft	\$/ Cycle	# of Cycles	Yearly Total	# Sq Ft	\$/ Cycle	# of Cycles	Yearly Total
Arts Council Building																
I. Turf Maintenance																
A. Primary																
1. Mow cycle	22,000	\$40.00	39	\$ 1,560.00	23,400	\$46.15	39	\$ 1,799.85	27,225	\$ 54.03	39	\$ 2,107.17	20,000	\$ 50.00	39	\$ 1,950.00
2. Aeration	22,000	\$60.00	1	\$ 60.00	23,400	\$230.00	1	\$ 230.00	27,225	\$ 74.91	1	\$ 74.91	20,000	\$ 125.00	1	\$ 125.00
3. Chemical/Fertilization																
a. Spring pre-emergent & fertilization	22,000	\$132.00	1	\$ 132.00	23,400	\$65.00	1	\$ 65.00	27,225	\$ 70.00	1	\$ 70.00	20,000	\$ 100.00	1	\$ 100.00
b. Spring broadleaf & grass weed post emergent	22,000	\$54.00	1	\$ 54.00	23,400	\$65.00	1	\$ 65.00	27,225	\$ 70.00	1	\$ 70.00	20,000	\$ 100.00	1	\$ 100.00
c. Spring grass weed post-emergent	22,000	\$54.00	1	\$ 54.00	23,400	\$65.00	1	\$ 65.00	27,225	\$ 70.00	1	\$ 70.00	20,000	\$ 100.00	1	\$ 100.00
d. Fertilization	22,000	\$72.00	2	\$ 144.00	23,400	\$65.00	2	\$ 130.00	27,225	\$ 123.92	2	\$ 247.84	20,000	\$ 75.00	2	\$ 150.00
e. Fall pre-emergent & fertilization	22,000	\$72.00	1	\$ 72.00	23,400	\$65.00	1	\$ 65.00	27,225	\$ 70.00	1	\$ 70.00	20,000	\$ 100.00	1	\$ 100.00
f. Fire ant control	22,000	\$36.00	2	\$ 72.00	23,400	\$65.00	2	\$ 130.00	27,225	\$ 82.93	2	\$ 165.86	20,000	\$ 40.00	2	\$ 80.00
II. Bed maintenance																
A. General maintenance	2,000	\$90.00	12	\$ 1,080.00	440	\$10.00	12	\$ 120.00	5,100	\$ 8.28	12	\$ 99.36	1,800	\$ 20.00	12	\$ 240.00
B. Mulch replenishment	2,000	\$324.00	1	\$ 324.00	308	\$110.00	1	\$ 110.00	5,100	\$ 561.48	1	\$ 561.48	1,800	\$ 1,400.00	1	\$ 1,400.00
C. Chemical / Fertilization																
1. "Standard" landscape areas																
a. (Pre-emergent)	2,000	\$0.00		\$ -	440	\$20.00	2	\$ 40.00	3,570	\$ 69.01	1	\$ 69.01	1,800	\$ 15.00	4	\$ 60.00
(Number of Cycles MUST Be Indicated)			4													
b. Fertilization	2,000	\$21.00	4	\$ 84.00	440	\$20.00	4	\$ 80.00	3,570	\$ 28.38	4	\$ 113.52	1,800	\$ 25.00	4	\$ 100.00
2. Fire ant control, all landscape areas	2,000	\$18.00	2	\$ 36.00	440	\$20.00	2	\$ 40.00	3,570	\$ 25.45	2	\$ 50.90	1,800	\$ 15.00	2	\$ 30.00
III. Tree maintenance																
A. Tree well maintenance (mulch replenishment)		\$96.00	1	\$ 96.00		\$75.00	1	\$ 75.00		\$ 180.21	1	\$ 180.21		\$ 165.00	1	\$ 165.00
B. Spring crepe myrtle prune (dead and/or crossing limb removal only)		\$96.00	1	\$ 96.00		\$75.00	1	\$ 75.00		\$ 58.98	1	\$ 58.98		\$ 30.00	1	\$ 30.00
IV. Irrigation System																
A. Operational Checks (includes automatic \$75 in labor and materials)		\$75.00	12	\$ 900.00		\$100.00	12	\$ 1,200.00		\$ 78.42	12	\$ 941.04		\$ 100.00	12	\$ 1,200.00
ARTS COUNCIL BUILDING TOTAL				\$ 4,764.00			\$ 4,289.85				\$ 4,950.28			\$ 5,930.00		
Business Center																
I. Turf Maintenance																
A. Primary																
1. Mow cycle	237,000	\$330.00	39	\$ 12,870.00	310,000	\$332.50	39	\$ 12,967.50	242,650	\$ 397.48	39	\$ 15,501.72	35,000	\$ 400.00	39	\$ 15,600.00
2. Chemical / Fertilization																
a. Spring pre-emergent & fertilization	237,000	\$1,124.00	1	\$ 1,124.00	310,000	\$403.75	1	\$ 403.75	242,650	\$ 305.81	1	\$ 305.81	35,000	\$ 450.00	1	\$ 450.00
b. Spring broadleaf & grass weed post-emergent	237,000	\$474.00	1	\$ 474.00	310,000	\$475.00	1	\$ 475.00	242,650	\$ 289.81	1	\$ 289.81	35,000	\$ 500.00	1	\$ 500.00
c. Spring grass weed post-emergent	237,000	\$474.00	1	\$ 474.00	310,000	\$475.00	1	\$ 475.00	242,650	\$ 289.81	1	\$ 289.81	35,000	\$ 500.00	1	\$ 500.00
d. Fertilization	237,000	\$630.00	2	\$ 1,260.00	310,000	\$380.00	2	\$ 760.00	242,650	\$ 135.77	2	\$ 271.54	35,000	\$ 400.00	2	\$ 800.00
e. Fall pre-emergent & fertilization	237,000	\$684.00	1	\$ 684.00	310,000	\$403.75	1	\$ 403.75	242,650	\$ 305.81	1	\$ 305.81	35,000	\$ 450.00	1	\$ 450.00
f. Fire ant control	237,000	\$214.00	2	\$ 428.00	310,000	\$118.75	2	\$ 237.50	242,650	\$ 113.82	2	\$ 227.64	35,000	\$ 125.00	2	\$ 250.00
B. ADDITIONAL MOW AREAS																
1. Block 3 / Lot 1	202,100	\$75.00	18	\$ 1,350.00	350,000	\$109.25	18	\$ 1,966.50	100,000	\$ 50.35	18	\$ 906.30	5 Acres	\$ 150.00	18	\$ 2,700.00
2. Highway 6 Frontage	64,000	\$48.00	18	\$ 864.00	50,000	\$47.50	18	\$ 855.00	150,000	\$ 67.14	18	\$ 1,208.52	2 Acres	\$ 100.00	18	\$ 1,800.00
3. 30 acre block frontage	62,920	\$48.00	18	\$ 864.00	30,000	\$57.00	18	\$ 1,026.00	79,400	\$ 25.17	18	\$ 453.06	2 Acres	\$ 100.00	18	\$ 1,800.00
4. Technology Way	16,480	\$25.00	18	\$ 450.00	15,000	\$33.25	18	\$ 598.50	20,000	\$ 25.20	18	\$ 453.60	N/A	\$ 35.00	18	\$ 630.00
II. Bed Maintenance																
A. General Maintenance	27,100	\$475.00	12	\$ 5,700.00	30,000	\$308.75	12	\$ 3,705.00	14,621	\$ 114.72	12	\$ 1,376.64	50,000	\$ 300.00	12	\$ 3,600.00
B. Mulch Replenishment	2,388	\$384.00	1	\$ 384.00	10,000	\$170.00	1	\$ 1,710.00	14,621	\$ 1,037.33	1	\$ 1,037.33	50,000	\$ 1,500.00	1	\$ 1,500.00
C. Seasonal Color Change Out																
1. Fountain beds (2)	162	\$288.00	2	\$ 576.00	400	\$121.13	2	\$ 242.26	280	\$ 914.56	2	\$ 1,829.12	500	\$ 240.00	2	\$ 480.00
2. Venture & Bypass (1)	234	\$416.00	2	\$ 832.00	875	\$380.00	2	\$ 760.00	280	\$ 914.56	2	\$ 1,829.12	700	\$ 350.00	2	\$ 700.00
3. Gateway & Bypass (2)	198	\$352.00	2	\$ 704.00	800	\$285.00	2	\$ 570.00	280	\$ 914.56	2	\$ 1,829.12	700	\$ 300.00	2	\$ 600.00
4. Gateway medians (4)	396	\$704.00	2	\$ 1,408.00	1,000	\$475.00	2	\$ 950.00	280	\$ 914.56	2	\$ 1,829.12	1,000	\$ 500.00	2	\$ 1,000.00
D. Chemical/Fertilization																
1. "Standard" landscape areas																
a. (Pre-emergent)	27,100	\$0.00	4	\$ -	10,000	\$133.00	3	\$ 399.00	14,621	\$ 112.00	1	\$ 112.00	50,000	\$ 80.00	4	\$ 320.00
(Number of Cycles MUST Be Indicated)			4													
b. Fertilization	27,100	\$131.00	4	\$ 524.00	10,000	\$104.50	4	\$ 418.00	14,621	\$ 50.45	4	\$ 201.80	50,000	\$ 150.00	4	\$ 600.00
2. Fire ant control, all landscape areas	27,100	\$40.00	2	\$ 80.00	10,000	\$28.50	2	\$ 57.00	14,621	\$ 26.36	2	\$ 52.72	50,000	\$ 150.00	2	\$ 300.00
III. Tree maintenance																
A. New tree well (mulch replenishment & tree ring shaping)		\$776.00	1	\$ 776.00		\$427.50	1	\$ 427.50		\$ 1,037.33	1	\$ 1,037.33		\$ 450.00	1	\$ 450.00
B. Spring crepe myrtle prune (dead and/or crossing limb removal only)		\$300.00	1	\$ 300.00		\$190.00	1	\$ 190.00		\$ 497.18	1	\$ 497.18		\$ 300.00	1	\$ 300.00
IV. Irrigation System																
A. Operational Checks (includes automatic \$75 in labor and materials)		\$75.00	12	\$ 900.00		\$100.00	12	\$ 1,200.00		\$ 120.41	12	\$ 1,444.92		\$ 175.00	12	\$ 2,100.00
V. Trash Receptacle Maintenance																
A. Trash Receptacle		\$17.00	104	\$ 1,768.00		\$28.50	104	\$ 2,964.00		\$ 8.86	104	\$ 921.44		\$ 30.00	104	\$ 3,120.00
BUSINESS CENTER TOTAL				\$ 34,794.00			\$ 33,761.26				\$ 34,211.46			\$ 40,550.00		

LANDSCAPE MAINTENANCE AT 31 SITES
 BID TABULATION #06-121
 07-27-06

Castlegate Park & Lake Area																
I. Turf Maintenance																
A. Castlegate Park																
1. Mow Cycle	123,000	\$160.00	39	\$ 6,240.00	175,000	\$180.50	39	\$ 7,039.50	88,860	\$ 117.00	39	\$ 4,563.00	10,000	\$ 190.00	39	\$ 7,410.00
2. Aerations	123,000	\$586.00	1	\$ 586.00	175,000	\$522.50	1	\$ 522.50	88,860	\$ 236.00	1	\$ 236.00	10,000	\$ 400.00	1	\$ 400.00
3. Chemical / Fertilization																
a. Fertilization	123,000	\$440.00	4	\$ 1,760.00	175,000	\$308.75	4	\$ 1,235.00	88,860	\$ 393.00	4	\$ 1,572.00	10,000	\$ 325.00	4	\$ 1,300.00
b. Fire ant control	123,000	\$108.00	2	\$ 216.00	175,000	\$95.00	2	\$ 190.00	88,860	\$ 304.00	2	\$ 608.00	10,000	\$ 100.00	2	\$ 200.00
A. Castlegate Lake																
1. Mow Cycle	147,000	\$148.00	39	\$ 5,772.00	150,000	\$142.50	39	\$ 5,557.50	192,000	\$ 132.00	39	\$ 5,148.00	10,000	\$ 150.00	39	\$ 5,850.00
2. Aerations	147,000	\$640.00	1	\$ 640.00	150,000	\$427.50	1	\$ 427.50	192,000	\$ 267.00	1	\$ 267.00	10,000	\$ 450.00	1	\$ 450.00
3. Chemical / Fertilization																
a. Fertilization	147,000	\$492.00	4	\$ 1,968.00	150,000	\$308.75	4	\$ 1,235.00	192,000	\$ 444.00	4	\$ 1,776.00	10,000	\$ 325.00	4	\$ 1,300.00
b. Fire ant control	147,000	\$142.00	2	\$ 284.00	150,000	\$118.75	2	\$ 237.50	192,000	\$ 343.00	2	\$ 686.00	10,000	\$ 100.00	2	\$ 200.00
II. Bed Maintenance																
A. General maintenance																
B. Mulch replenishment	250	\$34.00	12	\$ 408.00	300	\$42.75	12	\$ 513.00	300	\$ 16.46	12	\$ 197.52	2,000	\$ 45.00	12	\$ 540.00
C. Chemical fertilization																
1. Pre-emergent	250	\$0.00	4	\$ -	300	\$14.25	3	\$ 42.75	300	\$ 57.22	1	\$ 57.22	2,000	\$ 15.00	4	\$ 60.00
(Number of Cycles MUST Be Indicated)																
2. Fertilization	250	\$12.00	4	\$ 48.00	300	\$9.50	4	\$ 38.00	300	\$ 42.71	4	\$ 170.84	2,000	\$ 10.00	4	\$ 40.00
3. Fire ant control	250	\$12.00	2	\$ 24.00	300	\$9.50	2	\$ 19.00	300	\$ 18.71	2	\$ 37.42	2,000	\$ 20.00	2	\$ 40.00
III. Tree Maintenance																
A. Mulch replenishment																
B. Spring crepe prune (dead and/or crossing limb removal only)	300	\$72.00	1	\$ 72.00	130	\$133.00	1	\$ 133.00	300	\$ 210.08	1	\$ 210.08	1,000	\$ 140.00	1	\$ 140.00
IV. Irrigation System Maintenance																
A. Operational Checks (includes automatic \$75 in labor and materials)	270,000	\$150.00	12	\$ 1,800.00		\$80.75	12	\$ 969.00	300	\$ 126.28	12	\$ 1,515.36	200,000	\$ 175.00	12	\$ 2,100.00
CASTLEGATE PARK & LAKE AREA TOTAL																
				\$ 19,914.00				\$ 18,278.00				\$ 17,105.70				\$ 20,180.00
City Hall Complex																
I. Turf Maintenance																
A. Primary																
1. Mow cycle	98,000	\$114.00	39	\$ 4,446.00	85,000	\$210.00	39	\$ 8,190.00	66,830	\$ 88.86	39	\$ 3,465.54	120,000	\$ 225.00	39	\$ 8,775.00
2. Aeration	98,000	\$220.00	1	\$ 220.00	85,000	\$860.00	1	\$ 860.00	66,830	\$ 129.62	1	\$ 129.62	120,000	\$ 300.00	1	\$ 300.00
3. Chemical / Fertilization																
a. Spring pre-emergent & fertilization	98,000	\$465.00	1	\$ 465.00	85,000	\$231.00	1	\$ 231.00	66,830	\$ 614.40	1	\$ 614.40	120,000	\$ 375.00	1	\$ 375.00
b. Spring broadleaf & grass weed post-emergent	98,000	\$210.00	1	\$ 210.00	85,000	\$231.00	1	\$ 231.00	66,830	\$ 581.63	1	\$ 581.63	120,000	\$ 300.00	1	\$ 300.00
c. Spring grass weed post-emergent	98,000	\$210.00	1	\$ 210.00	85,000	\$231.00	1	\$ 231.00	66,830	\$ 581.63	1	\$ 581.63	120,000	\$ 300.00	1	\$ 300.00
d. Fertilization	98,000	\$237.00	2	\$ 474.00	85,000	\$231.00	2	\$ 462.00	66,830	\$ 263.46	2	\$ 526.92	120,000	\$ 300.00	2	\$ 600.00
e. Fall pre-emergent & fertilization	98,000	\$333.00	1	\$ 333.00	85,000	\$231.00	1	\$ 231.00	66,830	\$ 614.40	1	\$ 614.40	120,000	\$ 375.00	1	\$ 375.00
f. Fire ant control	98,000	\$122.00	2	\$ 244.00	85,000	\$231.00	2	\$ 462.00	66,830	\$ 167.16	2	\$ 334.32	120,000	\$ 125.00	2	\$ 250.00
B. Secondary																
1. Mow Cycle	100,000	\$40.00	39	\$ 1,560.00	90,000	\$50.00	39	\$ 1,950.00	70,000	\$ 43.97	39	\$ 1,714.83	80,000	\$ 75.00	39	\$ 2,925.00
2. Chemical / Fertilization	100,000	\$122.00	2	\$ 244.00	90,000	\$231.00	2	\$ 462.00	70,000	\$ 311.68	2	\$ 623.36	80,000	\$ 100.00	2	\$ 200.00
II. Bed Maintenance																
A. General Maintenance																
B. Mulch Replenishment	12,400	\$206.00	12	\$ 2,472.00	8,655	\$35.00	12	\$ 420.00	9,610	\$ 19.56	12	\$ 234.72	20,000	\$ 200.00	12	\$ 2,400.00
C. Seasonal Color Change Out																
1. Nine (9) beds	612	\$1,120.00	2	\$ 2,240.00	360	\$1,265.00	2	\$ 2,530.00	275	\$ 809.16	2	\$ 1,618.32	3,000	\$ 918.00	2	\$ 1,836.00
D. Chemical/Fertilization																
1. "Standard" landscape areas																
a. Pre-emergent	12,400	\$0.00	4	\$ -	8,655	\$75.00	2	\$ 150.00	9,610	\$ 114.67	2	\$ 229.34	20,000	\$ 75.00	4	\$ 300.00
(Number of Cycles MUST Be Indicated)																
b. Fertilization	12,400	\$84.00	4	\$ 336.00	8,655	\$75.00	4	\$ 300.00	9,610	\$ 83.45	4	\$ 333.80	20,000	\$ 150.00	4	\$ 600.00
2. Fire ant control, all landscape areas	12,400	\$30.00	2	\$ 60.00	8,655	\$75.00	2	\$ 150.00	9,610	\$ 23.92	2	\$ 47.84	20,000	\$ 90.00	2	\$ 180.00
III. Tree maintenance																
A. Established tree well maintenance(mulch replenish & ring shaping)																
B. Spring crepe myrtle prune (dead and/or crossing limb removal only)		\$48.00	1	\$ 48.00		\$306.90	1	\$ 306.90		\$ 299.37	1	\$ 299.37		\$ 175.00	1	\$ 175.00
IV. Irrigation System																
A. Operational Checks (includes automatic \$75 in labor and materials)		\$75.00	12	\$ 900.00		\$100.00	12	\$ 1,200.00		\$ 94.54	12	\$ 1,134.48		\$ 150.00	12	\$ 1,800.00
CITY HALL COMPLEX TOTAL																
				\$ 16,400.00				\$ 20,512.78				\$ 14,476.17				\$ 23,066.00
Fire Station #1																
I. Turf Maintenance																
A. Primary																
1. Mow Cycle	26,000	\$46.00	39	\$ 1,794.00	22,312	\$61.75	39	\$ 2,408.25	30,863	\$ 66.24	39	\$ 2,583.36	50,000	\$ 75.00	39	\$ 2,925.00
2. Aeration	26,000	\$90.00	1	\$ 90.00	22,312	\$95.00	1	\$ 95.00	30,863	\$ 69.49	1	\$ 69.49	50,000	\$ 100.00	1	\$ 100.00
3. Chemical / Fertilization																
a. Fertilization	26,000	\$70.00	4	\$ 280.00	22,312	\$23.75	4	\$ 95.00	30,863	\$ 54.88	4	\$ 219.52	50,000	\$ 50.00	4	\$ 200.00
b. Fire ant control	26,000	\$26.00	2	\$ 52.00	22,312	\$28.25	2	\$ 56.50	30,863	\$ 111.98	2	\$ 223.96	50,000	\$ 30.00	2	\$ 60.00
II. Bed Maintenance																
A. General maintenance																
B. Mulch replenishment	1,200	\$38.00	12	\$ 456.00	300	\$47.50	12	\$ 570.00	248	\$ 2.91	12	\$ 34.92	500	\$ 50.00	12	\$ 600.00
C. Chemical / Fertilization																
1. Landscape areas																
a. Pre-emergent	1,200	\$0.00		\$ -	300	\$9.50	3	\$ 28.50	248	\$ 70.54	1	\$ 70.54	500	\$ 10.00	4	\$ 40.00
(Number of Cycles MUST Be Indicated)																
b. Fertilization	1,200	\$12.00	4	\$ 48.00	300	\$9.50	4	\$ 38.00	248	\$ 26.40	4	\$ 105.60	500	\$ 5.00	4	\$ 20.00
2. Fire ant control, all landscape areas	1,200	\$18.00	2	\$ 36.00	300	\$47.50	2	\$ 95.00	248	\$ 22.36	2	\$ 44.72	500	\$ 5.00	2	\$ 10.00
III. Tree Maintenance																
A. Established tree well maintenance(mulch replenish & ring shaping)																
B. Spring crepe myrtle prune (dead and/or crossing limb removal only)		\$48.00	1	\$ 48.00		\$33.25	1	\$ 33.25		\$ 24.10	1	\$ 24.10		\$ 50.00	1	\$ 50.00
IV. Irrigation System																
A. Operational Checks		\$75.00	12	\$ 900.00		\$76.00	12	\$ 912.00		\$ 79.69	12	\$ 956.28		\$ 100.00	12	\$ 1,200.00
FIRE STATION #1 TOTAL																
				\$ 3,968.00				\$ 4,303.00				\$ 4,812.88				\$ 5,265.00

LANDSCAPE MAINTENANCE AT 31 SITES
 BID TABULATION #06-121
 07-27-06

Fire Station #2																									
I. Turf Maintenance																									
A. Primary																									
1. Mow Cycle	39,000	\$38.00	39	\$ 1,482.00	34,000	\$36.00	39	\$ 1,404.00	39,600	\$ 55.95	39	\$ 2,182.05	70,000	\$ 80.00	39	\$ 3,120.00									
2. Aeration	39,000	\$88.00	1	\$ 88.00	34,000	\$100.00	1	\$ 100.00	39,600	\$ 117.88	1	\$ 117.88	70,000	\$ 150.00	1	\$ 150.00									
3. Chemical / Fertilization																									
a. Fertilization																									
	39,000	\$94.00	4	\$ 376.00	34,000	\$65.00	4	\$ 260.00	39,600	\$ 158.10	4	\$ 632.40	70,000	\$ 110.00	4	\$ 440.00									
b. Fire ant control																									
	39,000	\$32.00	2	\$ 64.00	34,000	\$100.00	2	\$ 200.00	39,600	\$ 117.36	2	\$ 234.72	70,000	\$ 45.00	2	\$ 90.00									
II. Bed Maintenance																									
A. General maintenance																									
	1,500	\$20.00	12	\$ 240.00	2,000	\$20.00	12	\$ 240.00	325	\$ 5.91	12	\$ 70.92	1,800	\$ 10.00	12	\$ 120.00									
B. Mulch replenishment																									
	1,500	\$226.00	1	\$ 226.00	3,500	\$348.00	1	\$ 348.00	325	\$ 85.34	1	\$ 85.34	1,800	\$ 5.00	1	\$ 5.00									
C. Chemical / Fertilization																									
1. Landscape areas																									
a. Pre-emergent (Number of Cycles MUST Be Indicated)																									
	1,500	\$0.00	4	\$ -	2,000	\$10.00	2	\$ 20.00	325	\$ 69.81	1	\$ 69.81	1,800	\$ 10.00	4	\$ 40.00									
b. Fertilization																									
	1,500	\$12.00	4	\$ 48.00	2,000	\$8.00	4	\$ 32.00	325	\$ 26.14	4	\$ 104.56	1,800	\$ 15.00	4	\$ 60.00									
2. Fire ant control, all landscape areas																									
	1,500	\$12.00	2	\$ 24.00	2,000	\$6.00	2	\$ 12.00	325	\$ 22.18	2	\$ 44.36	1,800	\$ 10.00	2	\$ 20.00									
III. Tree Maintenance																									
A. Established tree well maintenance/mulch replenish & ring shaping																									
		\$36.00	1	\$ 36.00		\$232.00	1	\$ 232.00		\$ -	1	\$ -		\$ 100.00	1	\$ 100.00									
B. Spring crepe myrtle prune (dead and/or crossing limb removal only)																									
		\$24.00	1	\$ 24.00		\$25.00	1	\$ 25.00		\$ -	1	\$ -		\$ 5.00	1	\$ 5.00									
IV. Irrigation System																									
A. Operational Checks																									
		\$75.00	12	\$ 900.00		\$100.00	12	\$ 1,200.00		\$ 79.30	12	\$ 951.60		\$ 100.00	12	\$ 1,200.00									
FIRE STATION #2 TOTAL																									
																		\$	\$ 3,508.00	\$	\$ 4,073.00	\$	\$ 4,493.64	\$	\$ 5,260.00
Fire Station #3																									
I. Turf Maintenance																									
A. Primary																									
1. Mow Cycle	43,000	\$40.00	39	\$ 1,560.00	43,000	\$38.00	39	\$ 1,482.00	33,500	\$ 35.77	39	\$ 1,395.03	50,000	\$ 75.00	39	\$ 2,925.00									
2. Aeration	43,000	\$96.00	1	\$ 96.00	43,000	\$70.00	1	\$ 70.00	33,500	\$ 9.17	1	\$ 9.17	50,000	\$ 100.00	1	\$ 100.00									
3. Chemical / Fertilization																									
a. Fertilization																									
	43,000	\$104.00	4	\$ 416.00	43,000	\$115.00	4	\$ 460.00	33,500	\$ 66.48	4	\$ 265.92	50,000	\$ 100.00	4	\$ 400.00									
b. Fire ant control																									
	43,000	\$44.00	2	\$ 88.00	43,000	\$115.00	2	\$ 230.00	33,500	\$ 75.49	2	\$ 150.98	50,000	\$ 25.00	2	\$ 50.00									
II. Bed Maintenance																									
A. General maintenance																									
	75	\$28.00	12	\$ 336.00	440	\$22.00	12	\$ 264.00	2,000	\$ 6.05	12	\$ 72.60	500	\$ 25.00	12	\$ 300.00									
B. Mulch replenishment																									
	75	\$36.00	1	\$ 36.00	440	\$50.00	1	\$ 50.00	2,000	\$ 256.71	1	\$ 256.71	500	\$ 130.00	1	\$ 130.00									
C. Chemical / Fertilization																									
1. Landscape areas																									
a. Pre-emergent (Number of Cycles MUST Be Indicated)																									
	75	\$0.00	4	\$ -	440	\$10.00	2	\$ 20.00	2,000	\$ 58.62	2	\$ 117.24	500	\$ 5.00	4	\$ 20.00									
b. Fertilization																									
	75	\$9.00	4	\$ 36.00	440	\$10.00	4	\$ 40.00	2,000	\$ 21.89	4	\$ 87.56	500	\$ 25.00	4	\$ 100.00									
2. Fire ant control, all landscape areas																									
	75	\$12.00	2	\$ 24.00	440	\$10.00	2	\$ 20.00	2,000	\$ 18.53	2	\$ 37.06	500	\$ 10.00	2	\$ 20.00									
III. Tree Maintenance																									
A. Established tree well maintenance/mulch replenish & ring shaping																									
		\$36.00	1	\$ 36.00		\$154.00	1	\$ 154.00		\$ 18.43	1	\$ 18.43		\$ 100.00	1	\$ 100.00									
B. Spring crepe myrtle prune (dead and/or crossing limb removal only)																									
		\$66.00	1	\$ 66.00		\$25.00	1	\$ 25.00		\$ -	1	\$ -		\$ 20.00	1	\$ 20.00									
IV. Irrigation System																									
A. Operational Checks																									
		\$75.00	12	\$ 900.00		\$100.00	12	\$ 1,200.00		\$ 66.98	12	\$ 803.76		\$ 100.00	12	\$ 1,200.00									
FIRE STATION #3 TOTAL																									
																		\$	\$ 3,594.00	\$	\$ 4,015.00	\$	\$ 3,214.46	\$	\$ 5,365.00
Fire Station #5																									
I. Turf Maintenance																									
A. Primary																									
1. Mow Cycle	57,000	\$52.00	39	\$ 2,028.00	58,000	\$142.50	39	\$ 5,557.50	77,610	\$ 84.00	39	\$ 3,276.00	60,000	\$ 85.00	39	\$ 3,315.00									
2. Aeration	57,000	\$228.00	1	\$ 228.00	58,000	\$190.00	1	\$ 190.00	77,610	\$ 71.53	1	\$ 71.53	60,000	\$ 150.00	1	\$ 150.00									
3. Chemical / Fertilization																									
a. Fertilization																									
	57,000	\$138.00	4	\$ 552.00	58,000	\$95.00	4	\$ 380.00	77,610	\$ 115.98	4	\$ 463.92	60,000	\$ 100.00	4	\$ 400.00									
b. Fire ant control																									
	57,000	\$42.00	2	\$ 84.00	58,000	\$57.00	2	\$ 114.00	77,610	\$ 81.69	2	\$ 163.38	60,000	\$ 45.00	2	\$ 90.00									
II. Bed Maintenance																									
A. General maintenance																									
	6,500	\$84.00	12	\$ 1,008.00	5,616	\$57.00	12	\$ 684.00	2,538	\$ 20.39	12	\$ 244.68	6,000	\$ 60.00	12	\$ 720.00									
B. Mulch replenishment																									
	6,500	\$970.00	1	\$ 970.00	3,957	\$475.00	1	\$ 475.00	2,538	\$ 808.35	1	\$ 808.35	6,000	\$ 1,600.00	1	\$ 1,600.00									
C. Chemical / Fertilization																									
1. Landscape areas																									
a. Pre-emergent (Number of Cycles MUST Be Indicated)																									
	6,500	\$0.00	4	\$ -	58,000	\$28.50	2	\$ 57.00	2,538	\$ 64.63	1	\$ 64.63	6,000	\$ 20.00	4	\$ 80.00									
b. Fertilization																									
	6,500	\$42.00	4	\$ 168.00	58,000	\$57.00	4	\$ 228.00	2,538	\$ 25.51	4	\$ 102.04	6,000	\$ 30.00	4	\$ 120.00									
2. Fire ant control, all landscape areas																									
	65,000	\$18.00	2	\$ 36.00	58,000	\$28.50	2	\$ 57.00	2,538	\$ 22.07	2	\$ 44.14	6,000	\$ 30.00	2	\$ 60.00									
III. Tree Maintenance																									
A. Established tree well maintenance/mulch replenish & ring shaping																									
		\$36.00	1	\$ 36.00		\$28.50	1	\$ 28.50		\$ 42.40	1	\$ 42.40		\$ 40.00	1	\$ 40.00									
IV. Irrigation System																									
A. Operational Checks																									
		\$75.00	12	\$ 900.00		\$95.00	12	\$ 1,140.00		\$ 73.65	12	\$ 883.80		\$ 100.00	12	\$ 1,200.00									
FIRE STATION #5 TOTAL																									
																		\$	\$ 6,010.00	\$	\$ 8,911.00	\$	\$ 6,164.87	\$	\$ 7,775.00
Crepe Myrtle Planting Harvey Mitchell Parkway (Gabbard Rd. to Luther St. W.)																									
I. Turf Maintenance																									
A. Primary																									
1. Mow Cycle	255,600	\$230.00	26	\$ 5,980.00	350,000	\$308.75	26	\$ 8,027.50	255,140	\$ 89.15	26	\$ 2,317.90	60,000	\$ 325.00	26	\$ 8,450.00									
II. Bed Maintenance																									
A. Chemical / Fertilization																									
1. "Standard" landscape areas																									
a. Pre-emergent (Number of Cycles MUST Be Indicated)																									
	148,800	\$640.00	4	\$ 2,560.00	75,000	\$0.00	0	\$ -	132,876	\$ 399.00	1	\$ 399.00		\$ 100.00	12	\$ 1,200.00									
b. post-emergent																									
	148,800	\$450.00	12	\$ 5,400.00	75,000	\$308.75	12	\$ 3,705.00	132,876	\$ 320.29	12	\$ 3,843.48	60,000	\$ 325.00	12	\$ 3,900.00									
CREPE MYRTLE PLANTING HARVEY MITCHELL TOTAL																									
																		\$	\$ 13,940.00	\$	\$ 11,732.50	\$	\$ 6,560.38	\$	\$ 13,550.00
F.M. 60 and F.M. 2818																									
I. Turf Maintenance																									
A. Primary																									
1. Mow, Trim, Cleanup	155,000	\$140.00	13	\$ 1,820.00	N/A	\$142.50	13	\$ 1,852.50	133,380	\$ 128.50	13	\$ 1,670.50	100,000	\$ 150.00	13	\$ 1,950.00									
F.M. 60 and F.M. 2818 TOTAL																									
																		\$	\$ 1,820.00	\$	\$ 1,852.50	\$	\$ 1,670.50	\$	\$ 1,950.00
Freeman - 2605 Texas Avenue																									
I. Turf Maintenance																									
A. Primary																									
1. Mow Cycle	375,000	\$160.00	18	\$ 2,880.00	395,000	\$165.70	18	\$ 2,982.60	299,160	\$ 278.63	18	\$ 5,015.34	250,000	\$ 170.00	18	\$ 3,060.00									
B. Frontage areas (3)																									
1. Mow Cycle	22,200	\$70.00	18	\$ 1,260.00	N/A	\$110.46	18	\$ 1,988.28	15,840	\$ 60.30	18	\$ 1,085.40	80,000	\$ 80.00	18	\$ 1,440.00									
FREEMAN - 2605 TEXAS AVENUE TOTAL																									
																		\$	\$ 4,140.00	\$	\$ 4,970.88	\$	\$ 6,100.74	\$	\$ 4,500.00

LANDSCAPE MAINTENANCE AT 31 SITES
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George Bush Drive East Medians (Texas Ave. to Dominik Drive)																
I. Turf Maintenance																
A. Primary (medians)																
1. Mow cycle	9,400	\$23.00	39	\$ 897.00	N/A	\$76.00	39	\$ 2,964.00	7,920	\$ 52.93	39	\$ 2,064.27	10,000	\$ 80.00	39	\$ 3,120.00
2. Chemical / Fertilization																
a. Spring pre-emergent & fertilization	9,400	\$48.00	1	\$ 48.00	N/A	\$38.00	1	\$ 38.00	7,920	\$ 147.61	1	\$ 147.61	10,000	\$ 60.00	1	\$ 60.00
b. Spring broadleaf & grass weed post-emergent	9,400	\$24.00	1	\$ 24.00	N/A	\$38.00	1	\$ 38.00	7,920	\$ 139.52	1	\$ 139.52	10,000	\$ 50.00	1	\$ 50.00
c. Spring grass weed post-emergent	9,400	\$24.00	1	\$ 24.00	N/A	\$38.00	1	\$ 38.00	7,920	\$ 139.52	1	\$ 139.52	10,000	\$ 50.00	1	\$ 50.00
d. Fertilization	9,400	\$24.00	2	\$ 48.00	N/A	\$38.00	2	\$ 76.00	7,920	\$ 59.99	2	\$ 119.98	10,000	\$ 40.00	2	\$ 80.00
e. Fall pre-emergent & fertilization	9,400	\$48.00	1	\$ 48.00	N/A	\$38.00	1	\$ 38.00	7,920	\$ 147.61	1	\$ 147.61	10,000	\$ 60.00	1	\$ 60.00
f. Fire ant control	9,400	\$18.00	2	\$ 36.00	N/A	\$23.75	2	\$ 47.50	7,920	\$ 28.26	2	\$ 56.52	10,000	\$ 25.00	2	\$ 50.00
B. Secondary																
1. Mow Cycle	53,000	\$37.00	19	\$ 703.00	N/A	\$25.00	19	\$ 475.00	40,125	\$ 30.22	19	\$ 574.18	45,000	\$ 100.00	19	\$ 1,900.00
2. Chemical / Fertilization																
a. Fire ant control	53,000	\$42.00	2	\$ 84.00	N/A	\$20.00	2	\$ 40.00	40,125	\$ 171.61	2	\$ 343.22	45,000	\$ 40.00	2	\$ 80.00
II. Tree maintenance																
A. Mulch replenishment																
B. Spring crepe myrtle prune (dead and/or crossing limb removal only)	234	\$60.00	1	\$ 60.00	N/A	\$95.00	1	\$ 95.00	905	\$ 246.62	1	\$ 246.62	1,000	\$ 100.00	1	\$ 100.00
	N/A	\$48.00	1	\$ 48.00	N/A	\$95.00	1	\$ 95.00	905	\$ 55.28	1	\$ 55.28	1,000	\$ 75.00	1	\$ 75.00
III. Irrigation system																
A. Operational Checks (includes automatic \$75 in labor and materials)																
IV. Hardscape Maintenance (paved medians, curbsines, ect.)	9,400	\$75.00	12	\$ 900.00	N/A	\$80.75	12	\$ 969.00	7,920	\$ 43.58	12	\$ 522.96	10,000	\$ 125.00	12	\$ 1,500.00
A. General maintenance																
		\$6.00	12	\$ 72.00	N/A	\$23.75	12	\$ 285.00		\$ 41.59	12	\$ 499.08		\$ 25.00	12	\$ 300.00
GEORGE BUSH DRIVE EAST MEDIANS TOTAL																
				\$ 2,992.00				\$ 5,198.50				\$ 5,056.37				\$ 7,425.00
George Bush Medians Phase 1 (F.M. 2818 to Wellborn)																
I. Turf Maintenance																
A. Primary																
1. Mow cycle	31,640	\$140.00	39	\$ 5,460.00	75,000	\$156.75	39	\$ 6,113.25	59,136	\$ 120.56	39	\$ 4,701.84	70,000	\$ 175.00	39	\$ 6,825.00
2. Chemical / Fertilization																
a. Spring pre-emergent & fertilization	31,640	\$214.00	1	\$ 214.00	75,000	\$142.50	1	\$ 142.50	59,136	\$ 456.08	1	\$ 456.08	70,000	\$ 200.00	1	\$ 200.00
b. Spring broadleaf & grass weed post-emergent	31,640	\$142.00	1	\$ 142.00	75,000	\$90.25	1	\$ 90.25	59,136	\$ 432.18	1	\$ 432.18	70,000	\$ 200.00	1	\$ 200.00
c. Spring grass weed post-emergent	31,640	\$142.00	1	\$ 142.00	75,000	\$90.25	1	\$ 90.25	59,136	\$ 432.18	1	\$ 432.18	70,000	\$ 200.00	1	\$ 200.00
d. Fertilization	31,640	\$130.00	2	\$ 260.00	75,000	\$142.50	2	\$ 285.00	59,136	\$ 201.91	2	\$ 403.82	70,000	\$ 150.00	2	\$ 300.00
e. Fall pre-emergent & fertilization	31,640	\$166.00	1	\$ 166.00	75,000	\$118.75	1	\$ 118.75	59,136	\$ 456.08	1	\$ 456.08	70,000	\$ 200.00	1	\$ 200.00
f. Fire ant control	31,640	\$42.00	2	\$ 84.00	75,000	\$66.75	2	\$ 133.50	59,136	\$ 150.50	2	\$ 301.00	70,000	\$ 60.00	2	\$ 120.00
II. Tree maintenance																
A. Mulch replenishment																
B. Spring crepe myrtle prune (dead and/or crossing limb removal only)		\$336.00	1	\$ 336.00		\$247.00	1	\$ 247.00		\$ 694.70	1	\$ 694.70		\$ 250.00	1	\$ 250.00
		\$96.00	1	\$ 96.00		\$182.88	1	\$ 182.88		\$ 120.72	1	\$ 120.72		\$ 175.00	1	\$ 175.00
III. Irrigation system																
A. Operational Checks (includes automatic \$75 in labor and materials)																
IV. Hardscape Maintenance (paved medians, curbsines, ect.)		\$75.00	12	\$ 900.00		\$95.00	12	\$ 1,140.00		\$ 53.92	12	\$ 647.04		\$ 125.00	12	\$ 1,500.00
A. General maintenance																
		\$24.00	12	\$ 288.00		\$23.75	12	\$ 285.00		\$ 70.87	12	\$ 850.44		\$ 60.00	12	\$ 720.00
GEORGE BUSH MEDIANS PHASE 1 TOTAL																
				\$ 8,088.00				\$ 8,828.38				\$ 9,496.08				\$ 10,690.00
Greens Prairie Medians (West of State Highway 6)																
I. Turf Maintenance																
A. Medians																
1. Mow cycle	16,000	\$40.00	39	\$ 1,560.00	N/A	\$71.25	39	\$ 2,778.75	13,650	\$ 50.46	39	\$ 1,967.94	20,000	\$ 100.00	39	\$ 3,900.00
2. Chemical / Fertilization																
a. Spring pre-emergent & fertilization	16,000	\$72.00	1	\$ 72.00	N/A	\$57.00	1	\$ 57.00	13,650	\$ 78.94	1	\$ 78.94	20,000	\$ 80.00	1	\$ 80.00
b. Spring broadleaf & grass weed post-emergent	16,000	\$48.00	1	\$ 48.00	N/A	\$57.00	1	\$ 57.00	13,650	\$ 75.00	1	\$ 75.00	20,000	\$ 100.00	1	\$ 100.00
c. Spring grass weed post-emergent	16,000	\$48.00	1	\$ 48.00	N/A	\$57.00	1	\$ 57.00	13,650	\$ 75.00	1	\$ 75.00	20,000	\$ 100.00	1	\$ 100.00
d. Fertilization	16,000	\$72.00	2	\$ 144.00	N/A	\$57.00	2	\$ 114.00	13,650	\$ 63.55	2	\$ 127.10	20,000	\$ 60.00	2	\$ 120.00
e. Fall pre-emergent & fertilization	16,000	\$72.00	1	\$ 72.00	N/A	\$57.00	1	\$ 57.00	13,650	\$ 78.94	1	\$ 78.94	20,000	\$ 80.00	1	\$ 80.00
f. Fire ant control	16,000	\$24.00	2	\$ 48.00	N/A	\$42.75	2	\$ 85.50	13,650	\$ 31.71	2	\$ 63.42	20,000	\$ 40.00	2	\$ 80.00
II. Bed Maintenance																
A. General maintenance																
B. Mulch replenishment	2,300	\$348.00	1	\$ 348.00	N/A	\$265.05	1	\$ 265.05	3,278	\$ 474.37	1	\$ 474.37	5,000	\$ 250.00	1	\$ 250.00
C. Chemical / Fertilization																
1. Pre-emergent (Number of Cycles MUST Be Indicated)	2,300	\$0.00	4	\$ -	N/A	\$23.75	4	\$ 95.00	3,278	\$ 68.87	1	\$ 68.87	5,000	\$ 15.00	4	\$ 60.00
2. Fertilization	2,300	\$24.00	4	\$ 96.00	N/A	\$19.00	4	\$ 76.00	3,278	\$ 53.81	4	\$ 215.24	5,000	\$ 20.00	4	\$ 80.00
3. Fire ant control	2,300	\$12.00	2	\$ 24.00	N/A	\$23.75	2	\$ 47.50	3,278	\$ 24.06	2	\$ 48.12	5,000	\$ 20.00	2	\$ 40.00
III. Tree maintenance																
A. Mulch replenishment																
B. Spring crepe myrtle prune (dead and/or crossing limb removal only)	234	\$60.00	1	\$ 60.00	N/A	\$76.95	1	\$ 76.95	3,278	\$ 258.58	1	\$ 258.58	2,000	\$ 80.00	1	\$ 80.00
	234	\$48.00	1	\$ 48.00	N/A	\$71.25	1	\$ 71.25	3,278	\$ 52.52	1	\$ 52.52	2,000	\$ 60.00	1	\$ 60.00
IV. Irrigation system																
A. Operational Checks (includes automatic \$75 in labor and materials)																
V. Hardscape Maintenance (paved medians, curbsines, ect.)	16,000	\$75.00	12	\$ 900.00	N/A	\$95.00	12	\$ 1,140.00	13,650	\$ 75.00	12	\$ 900.00	25,000	\$ 125.00	12	\$ 1,500.00
A. General maintenance																
		\$72.00	12	\$ 864.00	N/A	\$47.50	12	\$ 570.00		\$ 78.92	12	\$ 947.04		\$ 40.00	12	\$ 480.00
GREENS PRAIRIE MEDIANS TOTAL																
				\$ 5,016.00				\$ 5,890.00				\$ 5,533.20				\$ 7,250.00
Hereford St. and Winding Rd. Median (900 Block of Hereford Street)																
I. Bed Maintenance																
A. General maintenance																
B. Mulch replenishment	644	\$37.00	12	\$ 444.00	400	\$41.66	12	\$ 499.92	630	\$ 12.69	12	\$ 152.28	1,500	\$ 25.00	12	\$ 300.00
	644	\$108.00	1	\$ 108.00	400	\$113.04	1	\$ 113.04	630	\$ 246.44	1	\$ 246.44	1,500	\$ 125.00	1	\$ 125.00
C. Chemical / Fertilization																
1. "Standard" landscape areas																
a. Pre-emergent (Number of Cycles MUST Be Indicated)	644	\$0.00	4	\$ -	400	\$10.00	2	\$ 20.00	630	\$ 64.55	2	\$ 129.10	1,500	\$ 10.00	4	\$ 40.00
b. Fertilization	644	\$9.00	4	\$ 36.00	400	\$10.00	4	\$ 40.00	60	\$ 50.19	4	\$ 200.76	1,500	\$ 20.00	4	\$ 80.00
c. Fertilization - Roses	644	\$9.00	6	\$ 54.00	162	\$10.00	6	\$ 60.00	60	\$ 5.00	6	\$ 30.00	1,500	\$ 25.00	6	\$ 150.00
2. Fire ant control, all landscape areas	644	\$12.00	2	\$ 24.00	400	\$20.00	2	\$ 40.00	630	\$ 20.70	2	\$ 41.40	1,500	\$ 10.00	2	\$ 20.00
II. Tree maintenance																
A. Spring crepe myrtle prune (dead and/or crossing limb removal only)																
		\$24.00	1	\$ 24.00		\$13.00	1	\$ 13.00		\$ 75.19	1	\$ 75.19		\$ 15.00	1	\$ 15.00
III. Irrigation system																
A. Operational Checks (includes automatic \$75 in labor and materials)																
IV. Hardscape Maintenance (paved medians, curbsines, ect.)		\$75.00	12	\$ 900.00		\$67.56	12	\$ 810.72		\$ 74.09	12	\$ 889.08		\$ 100.00	12	\$ 1,200.00
A. General maintenance																
		\$5.00	12	\$ 60.00		\$10.00	12	\$ 120.00		\$ 18.66	12	\$ 223.92		\$ 15.00	12	\$ 180.00
HEREFORD ST. AND WINDING RD. MEDIAN TOTAL																
				\$ 1,650.00				\$ 1,716.68				\$ 1,988.17				\$ 2,110.00

LANDSCAPE MAINTENANCE AT 31 SITES
 BID TABULATION #06-121
 07-27-06

Northgate Parking Garage and Plaza																								
I. Turf Maintenance																								
A. Primary																								
	1. Mow cycle	3,000	\$30.00	19	\$	570.00	30,000	\$62.70	19	\$	1,191.30	1,486	\$	54.16	19	\$	1,029.04	15,000	\$	65.00	19	\$	1,235.00	
	2. Chemical / Fertilization																							
	a. Fire ant control	3,000	\$18.00	2	\$	36.00	30,000	\$23.75	2	\$	47.50	1,486	\$	22.42	2	\$	44.84	15,000	\$	25.00	2	\$	50.00	
II. Bed Maintenance																								
	A. General Maintenance	7,800	\$157.00	12	\$	1,884.00	50,000	\$190.00	12	\$	2,280.00	10,829	\$	77.16	12	\$	925.92	5,000	\$	200.00	12	\$	2,400.00	
	B. Mulch Replenishment	1,340	\$238.00	1	\$	238.00	50,000	\$760.00	1	\$	760.00	10,829	\$	1,878.77	1	\$	1,878.77	5,000	\$	700.00	1	\$	700.00	
	C. Seasonal Color Change Out																							
	1. Second Street Plaza planter	54	\$96.00	2	\$	192.00	250,000	\$142.50	2	\$	285.00	321	\$	1,096.21	2	\$	2,192.42	1,000	\$	110.00	2	\$	220.00	
	D. Chemical/Fertilization																							
	1. "Standard" landscape areas																							
	a. Pre-emergent (Number of Cycles MUST Be Indicated)	7,800	\$0.00	4	\$	-	50,000	\$95.00	2	\$	190.00	10,829	\$	119.78	1	\$	119.78	5,000	\$	30.00	4	\$	120.00	
	b. Fertilization	7,800	\$60.00	4	\$	240.00	50,000	\$66.50	4	\$	266.00	10,829	\$	88.02	4	\$	352.08	5,000	\$	70.00	4	\$	280.00	
	2. Fire ant control, all landscape areas	7,800	\$30.00	2	\$	60.00	50,000	\$38.00	2	\$	76.00	10,829	\$	25.77	2	\$	51.54	5,000	\$	40.00	2	\$	80.00	
III. Tree maintenance																								
	A. Established tree well maintenance (mulch replenishment)		\$60.00	1	\$	60.00		\$237.50	1	\$	237.50		\$	347.84	1	\$	347.84		\$	225.00	1	\$	225.00	
	B. Spring crepe myrtle prune (dead and/or crossing limb removal only)		\$72.00	1	\$	72.00		\$237.50	1	\$	237.50		\$	132.64	1	\$	132.64		\$	250.00	1	\$	250.00	
IV. Irrigation System																								
	A. Operational Checks (includes automatic \$75 in labor and materials)		\$75.00	12	\$	900.00		\$118.75	12	\$	1,425.00		\$	53.72	12	\$	644.64		\$	125.00	12	\$	1,500.00	
V. Hardscape Maintenance																								
	A. General maintenance		\$50.00	12	\$	600.00		\$19.00	12	\$	228.00		\$	68.44	12	\$	821.28		\$	20.00	12	\$	240.00	
NORTHGATE PARKING GARAGE AND PLAZA TOTAL																								
\$ 4,852.00																								
Northgate Promenade and Surface Parking Lot																								
I. Turf Maintenance																								
A. Primary																								
	1. Mow cycle	4,200	\$46.00	39	\$	1,794.00	200	\$33.25	39	\$	1,296.75	2,332	\$	43.39	39	\$	1,692.21	2,000	\$	35.00	39	\$	1,365.00	
	2. Aeration	4,200	\$48.00	3	\$	144.00	200	\$47.50	3	\$	142.50	2,332	\$	4.81	3	\$	14.43	2,000	\$	50.00	3	\$	150.00	
	3. Chemical / Fertilization																							
	a. Spring pre-emergent & fertilization	4,200	\$47.00	1	\$	47.00	200	\$23.75	1	\$	23.75	2,332	\$	67.44	1	\$	67.44	2,000	\$	30.00	1	\$	30.00	
	b. Spring broadleaf & grass weed post-emergent	4,200	\$42.00	1	\$	42.00	200	\$38.00	1	\$	38.00	2,332	\$	63.68	1	\$	63.68	2,000	\$	35.00	1	\$	35.00	
	c. Spring grass weed post-emergent	4,200	\$42.00	1	\$	42.00	200	\$38.00	1	\$	38.00	2,332	\$	63.68	1	\$	63.68	2,000	\$	35.00	1	\$	35.00	
	d. Fertilization	4,200	\$35.00	2	\$	70.00	200	\$19.00	2	\$	38.00	2,332	\$	26.46	2	\$	52.92	2,000	\$	20.00	2	\$	40.00	
	e. Fall pre-emergent & fertilization	4,200	\$37.00	1	\$	37.00	200	\$23.75	1	\$	23.75	2,332	\$	67.44	1	\$	67.44	2,000	\$	30.00	1	\$	30.00	
	f. Fire ant control	4,200	\$18.00	2	\$	36.00	200	\$19.00	2	\$	38.00	2,332	\$	22.32	2	\$	44.64	2,000	\$	20.00	2	\$	40.00	
II. Bed Maintenance																								
	A. General Maintenance	2,300	\$103.00	12	\$	1,236.00	1,000	\$85.50	12	\$	1,026.00	3,739	\$	30.62	12	\$	367.44	10,000	\$	80.00	12	\$	960.00	
	B. Mulch Replenishment	438	\$180.00	1	\$	180.00	1,000	\$403.75	1	\$	403.75	3,739	\$	729.69	1	\$	729.69	10,000	\$	400.00	1	\$	400.00	
	C. Chemical/Fertilization																							
	1. "Standard" landscape areas																							
	a. Pre-emergent (Number of Cycles MUST Be Indicated)	2,300	\$0.00	4	\$	-	1,000	\$19.00	3	\$	57.00	3,739	\$	65.80	1	\$	65.80	10,000	\$	10.00	4	\$	40.00	
	b. Fertilization	2,300	\$24.00	4	\$	96.00	1,000	\$19.00	4	\$	76.00	3,739	\$	91.24	4	\$	364.96	10,000	\$	20.00	4	\$	80.00	
	2. Fire ant control, all landscape areas	2,300	\$18.00	2	\$	36.00	1,000	\$9.50	2	\$	19.00	3,739	\$	23.31	2	\$	46.62	10,000	\$	10.00	2	\$	20.00	
III. Tree maintenance																								
	A. Established tree well maintenance (mulch replenishment)		\$75.00	1	\$	75.00		\$351.50	1	\$	351.50		\$	171.83	1	\$	171.83		\$	300.00	1	\$	300.00	
	B. Spring crepe myrtle prune (dead and/or crossing limb removal only)		\$48.00	1	\$	48.00		\$95.00	1	\$	95.00		\$	88.58	1	\$	88.58		\$	100.00	1	\$	100.00	
IV. Irrigation System																								
	A. Operational Checks (includes automatic \$75 in labor and materials)		\$75.00	12	\$	900.00		\$104.50	12	\$	1,254.00		\$	83.19	12	\$	998.28		\$	125.00	12	\$	1,500.00	
V. Hardscape Maintenance																								
	A. General maintenance		\$50.00	12	\$	600.00		\$47.50	12	\$	570.00		\$	73.79	12	\$	885.48		\$	50.00	12	\$	600.00	
NORTHGATE PROMENADE AND SURFACE PARKING LOT TOTAL																								
\$ 5,383.00																								
Police Department & Cy Miller Park																								
I. Turf Maintenance																								
A. Primary																								
	1. Mow cycle	101,000	\$92.00	39	\$	3,588.00	91,375	\$100.00	39	\$	3,900.00	83,750	\$	86.23	39	\$	3,362.97	130,000	\$	200.00	39	\$	7,800.00	
	2. Aeration	101,000	\$192.00	1	\$	192.00	91,375	\$250.00	1	\$	250.00	83,750	\$	121.08	1	\$	121.08	130,000	\$	225.00	1	\$	225.00	
	3. Chemical / Fertilization																							
	a. Spring pre-emergent & fertilization	101,000	\$558.00	1	\$	558.00	91,375	\$232.00	1	\$	232.00	83,750	\$	451.08	1	\$	451.08	130,000	\$	250.00	1	\$	250.00	
	b. Spring broadleaf & grass weed post-emergent	101,000	\$245.00	1	\$	245.00	91,375	\$90.00	1	\$	90.00	83,750	\$	427.48	1	\$	427.48	130,000	\$	300.00	1	\$	300.00	
	c. Spring grass weed post-emergent	101,000	\$245.00	1	\$	245.00	91,375	\$90.00	1	\$	90.00	83,750	\$	427.08	1	\$	427.08	130,000	\$	300.00	1	\$	300.00	
	d. Fertilization	101,000	\$276.00	2	\$	552.00	91,375	\$150.00	2	\$	300.00	83,750	\$	200.27	2	\$	400.54	130,000	\$	200.00	2	\$	400.00	
	e. Fall pre-emergent & fertilization	101,000	\$348.00	1	\$	348.00	91,375	\$232.00	1	\$	232.00	83,750	\$	451.08	1	\$	451.08	130,000	\$	250.00	1	\$	250.00	
	f. Fire ant control	101,000	\$108.00	2	\$	216.00	91,375	\$167.00	2	\$	334.00	83,750	\$	219.78	2	\$	439.56	130,000	\$	100.00	2	\$	200.00	
II. Bed Maintenance																								
	A. General Maintenance	4,700	\$93.00	12	\$	1,116.00	3,501	\$20.00	12	\$	240.00	2,470	\$	20.95	12	\$	251.40	6,000	\$	50.00	12	\$	600.00	
	B. Mulch Replenishment	4,700	\$724.00	1	\$	724.00	3,501	\$300.00	1	\$	300.00	2,470	\$	666.60	1	\$	666.60	6,000	\$	375.00	1	\$	375.00	
	C. Seasonal Color Change Out																							
	1. Three (3) beds	324	\$576.00	2	\$	1,152.00	85	\$300.00	2	\$	600.00	155	\$	551.96	2	\$	1,103.92	6,000	\$	500.00	2	\$	1,000.00	
	D. Chemical/Fertilization																							
	1. "Standard" landscape areas																							
	a. Pre-emergent (Number of Cycles MUST Be Indicated)	4,700	\$0.00	4	\$	-	3,501	\$10.00	2	\$	20.00	2,470	\$	59.00	1	\$	59.00	6,000	\$	10.00	4	\$	40.00	
	b. Fertilization	4,700	\$36.00	4	\$	144.00	3,501	\$10.00	4	\$	40.00	2,470	\$	59.02	4	\$	236.08	6,000	\$	25.00	4	\$	100.00	
	c. Fertilization - Roses	4,700	\$10.00	6	\$	60.00	N/A	\$30.00	6	\$	180.00	100	\$	5.00	6	\$	30.00	6,000	\$	40.00	6	\$	240.00	
	2. Fire ant control, all landscape areas	4,700	\$18.00	2	\$	36.00	3,501	\$10.00	2	\$	20.00	2,470	\$	20.10	2	\$	40.20	6,000	\$	20.00	2	\$	40.00	
III. Tree maintenance																								
	A. Tree well maintenance (mulch replenishment)		\$																					

LANDSCAPE MAINTENANCE AT 31 SITES
 BID TABULATION #06-121
 07-27-06

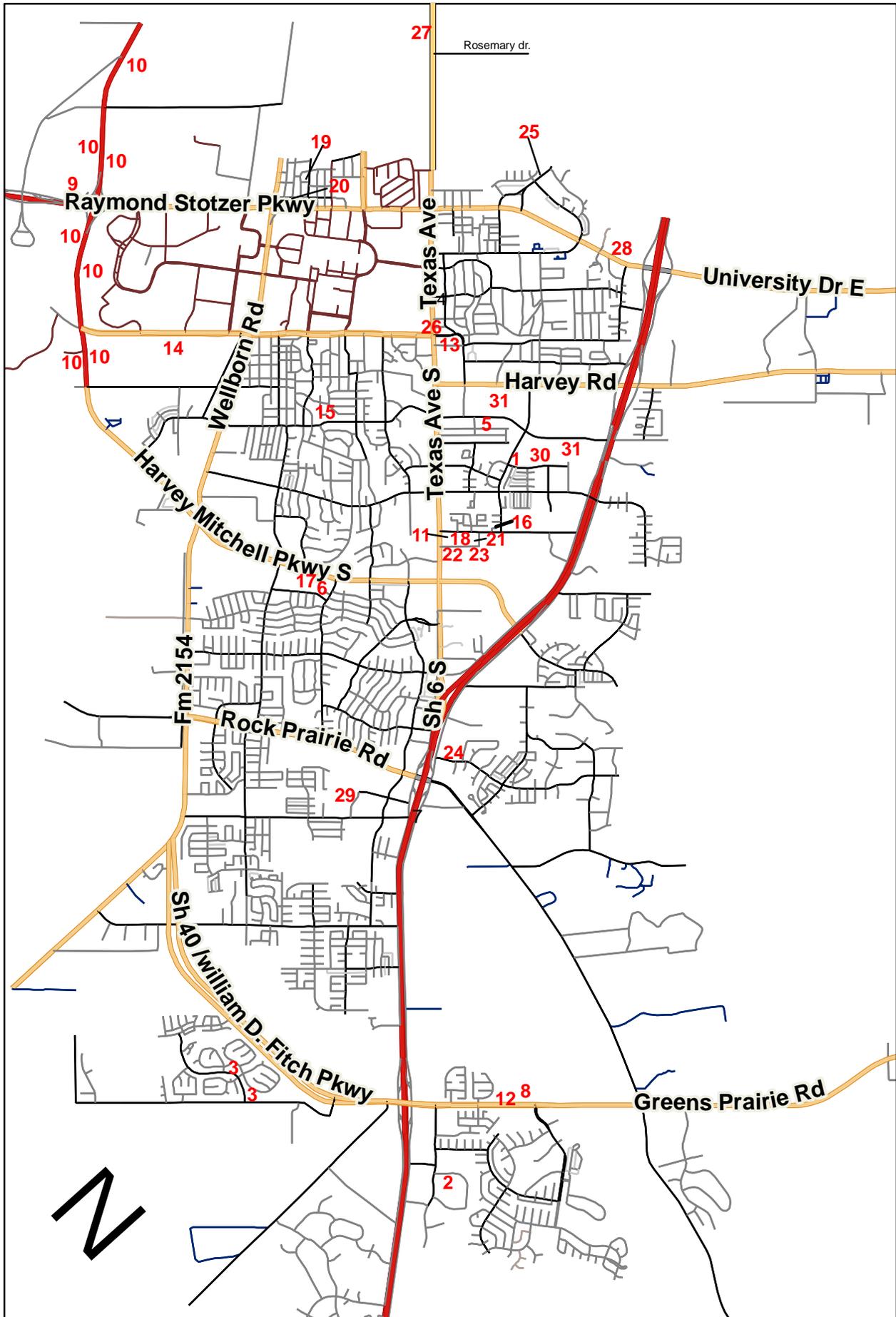
Public Works Service Center																
I. Turf Maintenance																
A. Primary																
1. Mow cycle	11,500	\$92.00	39	\$ 3,588.00	127,000	\$98.00	39	\$ 3,822.00	86,175	\$ 68.82	39	\$ 2,683.98	200,000	\$ 175.00	39	\$ 6,825.00
2. Aeration	11,500	\$168.00	1	\$ 168.00	127,000	\$260.00	1	\$ 260.00	86,175	\$ 164.25	1	\$ 164.25	200,000	\$ 150.00	1	\$ 150.00
3. Chemical / Fertilization																
a. Spring pre-emergent & fertilization	11,500	\$636.00	1	\$ 636.00	127,000	\$280.00	1	\$ 280.00	86,175	\$ 460.94	1	\$ 460.94	200,000	\$ 200.00	1	\$ 200.00
b. Spring broadleaf & grass weed post-emergent	11,500	\$238.00	1	\$ 238.00	127,000	\$175.00	1	\$ 175.00	86,175	\$ 436.69	1	\$ 436.69	200,000	\$ 200.00	1	\$ 200.00
c. Spring grass weed post-emergent	11,500	\$238.00	1	\$ 238.00	127,000	\$175.00	1	\$ 175.00	86,175	\$ 436.69	1	\$ 436.69	200,000	\$ 200.00	1	\$ 200.00
d. Fertilization	11,500	\$313.00	2	\$ 626.00	127,000	\$300.00	2	\$ 600.00	86,175	\$ 262.70	2	\$ 525.40	200,000	\$ 150.00	2	\$ 300.00
e. Fall pre-emergent & fertilization	11,500	\$396.00	1	\$ 396.00	127,000	\$175.00	1	\$ 175.00	86,175	\$ 460.94	1	\$ 460.94	200,000	\$ 200.00	1	\$ 200.00
f. Fire ant control	11,500	\$108.00	2	\$ 216.00	127,000	\$150.00	2	\$ 300.00	86,175	\$ 225.69	2	\$ 451.38	200,000	\$ 100.00	2	\$ 200.00
II. Bed Maintenance																
A. General Maintenance	750	\$52.00	12	\$ 624.00	1,087	\$10.00	12	\$ 120.00	1,145	\$ 10.64	12	\$ 127.68	1,000	\$ 30.00	12	\$ 360.00
B. Mulch Replenishment	750	\$144.00	1	\$ 144.00	1,087	\$75.00	1	\$ 75.00	1,145	\$ 146.98	1	\$ 146.98	1,000	\$ 125.00	1	\$ 125.00
C. Seasonal Color Change Out																
1. Main Entry bed	52	\$92.00	2	\$ 184.00	235	\$62.00	2	\$ 124.00	235	\$ 314.23	2	\$ 628.46	1,000	\$ 100.00	2	\$ 200.00
D. Chemical/Fertilization																
1. "Standard" landscape areas																
a. Pre-emergent (Number of Cycles MUST Be Indicated)	750	\$0.00		\$ -	1,087	\$10.00	2	\$ 20.00	1,145	\$ 60.62	1	\$ 60.62	1,000	\$ 15.00	4	\$ 60.00
b. Fertilization	750	\$18.00	4	\$ 72.00	1,087	\$10.00	4	\$ 40.00	1,145	\$ 59.68	4	\$ 238.72	1,000	\$ 25.00	4	\$ 100.00
2. Fire ant control, all landscape areas	750	\$12.00	2	\$ 24.00	1,087	\$10.00	2	\$ 20.00	1,145	\$ 19.77	2	\$ 39.54	1,000	\$ 40.00	2	\$ 80.00
III. Tree maintenance																
A. Established tree well maintenance (mulch replenish & ring shaping)		\$24.00	1	\$ 24.00		\$50.00	1	\$ 50.00		\$ 60.25	1	\$ 60.25		\$ 300.00	1	\$ 300.00
B. Spring crepe myrtle prune (dead and/or crossing limb removal only)		\$144.00	1	\$ 144.00		\$110.00	1	\$ 110.00		\$ 43.33	1	\$ 43.33		\$ 50.00	1	\$ 50.00
IV. Irrigation System																
A. Operational Checks (includes automatic \$75 in labor and materials)		\$75.00	12	\$ 900.00		\$100.00	12	\$ 1,200.00		\$ 105.35	12	\$ 1,264.20		\$ 130.00	12	\$ 1,560.00
PUBLIC WORKS SERVICE CENTER TOTAL																
				\$ 8,222.00				\$ 7,546.00				\$ 8,230.05				\$ 11,110.00
Rock Prairie Medians (S.H. 6 access road east to Stonebrook Dr.)																
I. Turf Maintenance																
A. Primary																
1. Mow cycle	13,330	\$30.00	39	\$ 1,170.00	13,500	\$47.50	39	\$ 1,852.50	26,400	\$ 50.44	39	\$ 1,967.16	10,000	\$ 50.00	39	\$ 1,950.00
2. Chemical / Fertilization																
a. Spring pre-emergent & fertilization	13,330	\$84.00	1	\$ 84.00	13,500	\$57.00	1	\$ 57.00	26,400	\$ 211.93	1	\$ 211.93	10,000	\$ 70.00	1	\$ 70.00
b. Spring broadleaf & grass weed post-emergent	13,330	\$66.00	1	\$ 66.00	13,500	\$66.50	1	\$ 66.50	26,400	\$ 200.77	1	\$ 200.77	10,000	\$ 70.00	1	\$ 70.00
c. Spring grass weed post-emergent	13,330	\$66.00	1	\$ 66.00	13,500	\$66.50	1	\$ 66.50	26,400	\$ 200.77	1	\$ 200.77	10,000	\$ 70.00	1	\$ 70.00
d. Fertilization	13,330	\$48.00	2	\$ 96.00	13,500	\$47.50	2	\$ 95.00	26,400	\$ 93.08	2	\$ 186.16	10,000	\$ 50.00	2	\$ 100.00
e. Fall pre-emergent & fertilization	13,330	\$60.00	1	\$ 60.00	13,500	\$57.00	1	\$ 57.00	26,400	\$ 211.93	1	\$ 211.93	10,000	\$ 70.00	1	\$ 70.00
f. Fire ant control	13,330	\$12.00	2	\$ 24.00	13,500	\$38.00	2	\$ 76.00	26,400	\$ 78.07	2	\$ 156.14	10,000	\$ 40.00	2	\$ 80.00
II. Tree maintenance																
A. Mulch replenishment	402	\$84.00	1	\$ 84.00	1,000	\$142.50	1	\$ 142.50	1,558	\$ 377.60	1	\$ 377.60	1,000	\$ 150.00	1	\$ 150.00
B. Spring crepe prune (dead and/or crossing limb removal only)		\$96.00	1	\$ 96.00		\$47.50	1	\$ 47.50	1,558	\$ 70.23	1	\$ 70.23	1,000	\$ 100.00	1	\$ 100.00
III. Irrigation System																
A. Operational Checks (includes automatic \$75 in labor and materials)	13,330	\$75.00	12	\$ 900.00	N/A	\$90.25	12	\$ 1,083.00	26,400	\$ 74.23	12	\$ 890.76	10,000	\$ 125.00	12	\$ 1,500.00
IV. Hardscape Maintenance (paved medians, curblines, ect.)																
A. General maintenance		\$6.00	12	\$ 72.00	N/A	\$19.00	12	\$ 228.00		\$ 74.23	12	\$ 890.76		\$ 20.00	12	\$ 240.00
ROCK PRAIRIE MEDIANS TOTAL																
				\$ 2,718.00				\$ 3,771.50				\$ 5,364.21				\$ 4,400.00
Tarrow Street Medians (400 Block of Tarrow Street)																
I. Turf Maintenance																
A. Primary																
1. Mow cycle	12,000	\$20.00	39	\$ 780.00	12,000	\$15.00	39	\$ 585.00	14,240	\$ 48.69	39	\$ 1,898.91	12,000	\$ 50.00	39	\$ 1,950.00
2. Chemical / Fertilization																
a. Spring pre-emergent & fertilization	12,000	\$72.00	1	\$ 72.00	12,000	\$55.00	1	\$ 55.00	14,240	\$ 139.60	1	\$ 139.60	12,000	\$ 50.00	1	\$ 50.00
b. Spring broadleaf & grass weed post-emergent	12,000	\$30.00	1	\$ 30.00	12,000	\$55.00	1	\$ 55.00	14,240	\$ 132.00	1	\$ 132.00	12,000	\$ 50.00	1	\$ 50.00
c. Spring grass weed post-emergent	12,000	\$30.00	1	\$ 30.00	12,000	\$55.00	1	\$ 55.00	14,240	\$ 132.00	1	\$ 132.00	12,000	\$ 50.00	1	\$ 50.00
d. Fertilization	12,000	\$36.00	2	\$ 72.00	12,000	\$55.00	2	\$ 110.00	14,240	\$ 57.45	2	\$ 114.90	12,000	\$ 40.00	2	\$ 80.00
e. Fall pre-emergent & fertilization	12,000	\$48.00	1	\$ 48.00	12,000	\$55.00	1	\$ 55.00	14,240	\$ 139.60	1	\$ 139.60	12,000	\$ 50.00	1	\$ 50.00
f. Fire ant control	12,000	\$12.00	2	\$ 24.00	12,000	\$55.00	2	\$ 110.00	14,240	\$ 27.43	2	\$ 54.86	12,000	\$ 25.00	2	\$ 50.00
II. Bed maintenance																
A. General maintenance	3,400	\$58.00	12	\$ 696.00	1,271	\$8.00	12	\$ 96.00	2,265	\$ 45.77	12	\$ 549.24	4,000	\$ 20.00	12	\$ 240.00
B. Mulch replenishment	3,400	\$474.00	1	\$ 474.00	1,271	\$460.00	1	\$ 460.00	2,265	\$ 239.00	1	\$ 239.00	4,000	\$ 300.00	1	\$ 300.00
C. Chemical / Fertilization																
1. "Standard" landscape areas																
a. Pre-emergent (Number of Cycles MUST Be Indicated)	3,400	\$0.00	4	\$ -	1,271	\$10.00	2	\$ 20.00	2,265	\$ 66.54	2	\$ 133.08	4,000	\$ 10.00	4	\$ 40.00
b. Fertilization	3,400	\$24.00	4	\$ 96.00	1,271	\$10.00	4	\$ 40.00	2,265	\$ 26.48	4	\$ 105.92	4,000	\$ 25.00	4	\$ 100.00
2. Fire ant control, all landscape areas	3,400	\$12.00	2	\$ 24.00	1,271	\$10.00	2	\$ 20.00	2,265	\$ 22.53	2	\$ 45.06	4,000	\$ 20.00	2	\$ 40.00
III. Tree maintenance																
A. Established tree well (mulch replenishment & ring reshaping)		\$24.00	1	\$ 24.00		\$65.00	1	\$ 65.00		\$ 297.85	1	\$ 297.85		\$ -	1	\$ -
B. Spring crepe myrtle prune (dead and/or crossing limb removal only)		\$48.00	1	\$ 48.00		\$25.00	1	\$ 25.00		\$ 147.18	1	\$ 147.18		\$ 20.00	1	\$ 20.00
III. Irrigation System																
A. Operational Checks (includes automatic \$75 in labor and materials)		\$75.00	12	\$ 900.00		\$100.00	12	\$ 1,200.00		\$ 74.88	12	\$ 898.56		\$ 100.00	12	\$ 1,200.00
IV. Hardscape Maintenance (paved medians, curblines, ect.)																
A. General maintenance		\$12.00	12	\$ 144.00		\$10.00	12	\$ 120.00		\$ 31.87	12	\$ 382.44		\$ 20.00	12	\$ 240.00
TARROW STREET MEDIANS TOTAL																
				\$ 3,462.00				\$ 3,071.00				\$ 5,410.20				\$ 4,460.00

LANDSCAPE MAINTENANCE AT 31 SITES
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Texas Avenue Medians (University Drive to Dominik)																
I. Turf Maintenance																
A. Primary																
1. Mow cycle	58,000	\$156.00	39	\$ 6,084.00	75,000	\$133.00	39	\$ 5,187.00	N/A	\$ -	39	\$ -	60,000	\$ 150.00	39	\$ 5,850.00
2. Chemical / Fertilization																
a. Spring pre-emergent & fertilization	58,000	\$334.00	1	\$ 334.00	75,000	\$313.50	1	\$ 313.50	N/A	\$ -	1	\$ -	60,000	\$ 300.00	1	\$ 300.00
b. Spring broadleaf & grass weed post-emergent	58,000	\$140.00	1	\$ 140.00	75,000	\$180.50	1	\$ 180.50	N/A	\$ -	1	\$ -	60,000	\$ 200.00	1	\$ 200.00
c. Spring grass weed post-emergent	58,000	\$140.00	1	\$ 140.00	75,000	\$180.50	1	\$ 180.50	N/A	\$ -	1	\$ -	60,000	\$ 200.00	1	\$ 200.00
d. Fertilization	58,000	\$170.00	2	\$ 340.00	75,000	\$199.50	2	\$ 399.00	N/A	\$ -	2	\$ -	60,000	\$ 200.00	2	\$ 400.00
e. Fall pre-emergent & fertilization	58,000	\$212.00	1	\$ 212.00	75,000	\$313.50	1	\$ 313.50	N/A	\$ -	1	\$ -	60,000	\$ 300.00	1	\$ 300.00
f. Fire ant control	58,000	\$60.00	2	\$ 120.00	75,000	\$95.00	2	\$ 190.00	N/A	\$ -	2	\$ -	60,000	\$ 100.00	2	\$ 200.00
II. Bed Maintenance																
A. General Maintenance																
B. Mulch Replenishment																
C. Seasonal Color Change Out																
1. Walton beds																
D. Chemical/Fertilization																
1. "Standard" landscape areas																
a. Pre-emergent																
(Number of Cycles MUST Be Indicated)																
b. Fertilization																
2. Fire ant control, all landscape areas																
III. Tree maintenance																
A. Established tree well (mulch replenish & ring shaping)																
B. Spring crepe myrtle prune (dead and/or crossing limb removal only)																
IV. Irrigation System																
A. Operational Checks (includes automatic \$75 in labor and materials)																
IV. Hardscape Maintenance (paved medians and sidewalks)																
A. General maintenance																
TEXAS AVENUE MEDIANS TOTAL																
\$ 13,960.00																
\$ 14,060.00																
\$ 11,120.85																
\$ 14,820.00																
Unity Plaza (West side of Texas Ave. from Hensel to Hensel St.)																
I. Turf Maintenance																
A. Primary																
1. Mow cycle	29,200	\$68.00	39	\$ 2,652.00	13,711	\$44.65	39	\$ 1,741.35	20,592	\$ 77.50	39	\$ 3,022.50	15,000	\$ 95.00	39	\$ 3,705.00
2. Chemical / Fertilization																
a. Spring pre-emergent & fertilization	29,200	\$174.00	1	\$ 174.00	13,711	\$33.25	1	\$ 33.25	20,592	\$ 203.42	1	\$ 203.42	15,000	\$ 80.00	1	\$ 80.00
b. Spring broadleaf & grass weed post-emergent	29,200	\$60.00	1	\$ 60.00	13,711	\$33.25	1	\$ 33.25	20,592	\$ 192.59	1	\$ 192.59	15,000	\$ 75.00	1	\$ 75.00
c. Spring grass weed post-emergent	29,200	\$60.00	1	\$ 60.00	13,711	\$62.70	1	\$ 62.70	20,592	\$ 192.59	1	\$ 192.59	15,000	\$ 75.00	1	\$ 75.00
d. Fertilization	29,200	\$78.00	2	\$ 156.00	13,711	\$19.00	2	\$ 38.00	20,592	\$ 87.52	2	\$ 175.04	15,000	\$ 60.00	2	\$ 120.00
e. Fall pre-emergent & fertilization	29,200	\$102.00	1	\$ 102.00	13,711	\$33.25	1	\$ 33.25	20,592	\$ 203.42	1	\$ 203.42	15,000	\$ 80.00	1	\$ 80.00
f. Fire ant control	29,200	\$30.00	2	\$ 60.00	13,711	\$38.00	2	\$ 76.00	20,592	\$ 73.48	2	\$ 146.96	15,000	\$ 60.00	2	\$ 120.00
II. Bed Maintenance																
A. General Maintenance																
B. Mulch Replenishment																
C. Chemical/Fertilization																
1. Pre-emergent																
(Number of Cycles MUST Be Indicated)																
2. Fertilization																
3. Fire ant control																
III. Tree maintenance																
A. Mulch replenishment																
B. Spring crepe prune (dead and/or crossing limb removal only)																
IV. Irrigation System																
A. Operational Checks (includes automatic \$75 in labor and materials)																
UNITY PLAZA TOTAL																
\$ 6,908.00																
\$ 5,790.25																
\$ 6,721.17																
University Drive Medians (Tarrow St. to the end of HWY 6 overpass)																
I. Turf Maintenance																
A. Primary																
1. Mow cycle	7,200	\$30.00	39	\$ 1,170.00	7,000	\$23.75	39	\$ 926.25	5,000	\$ 23.36	39	\$ 911.04	25,000	\$ 70.00	39	\$ 2,730.00
2. Chemical / Fertilization																
a. Spring pre-emergent & fertilization	7,200	\$48.00	1	\$ 48.00	7,000	\$28.50	1	\$ 28.50	5,000	\$ 86.58	1	\$ 86.58	25,000	\$ 80.00	1	\$ 80.00
b. Spring broadleaf & grass weed post-emergent	7,200	\$60.00	1	\$ 60.00	7,000	\$43.70	1	\$ 43.70	5,000	\$ 81.88	1	\$ 81.88	25,000	\$ 80.00	1	\$ 80.00
c. Spring grass weed post-emergent	7,200	\$60.00	1	\$ 60.00	7,000	\$43.70	1	\$ 43.70	5,000	\$ 81.88	1	\$ 81.88	25,000	\$ 80.00	1	\$ 80.00
d. Fertilization	7,200	\$30.00	2	\$ 60.00	7,000	\$19.00	2	\$ 38.00	5,000	\$ 35.94	2	\$ 71.88	25,000	\$ 65.00	2	\$ 130.00
e. Fall pre-emergent & fertilization	7,200	\$36.00	1	\$ 36.00	7,000	\$28.50	1	\$ 28.50	5,000	\$ 86.58	1	\$ 86.58	25,000	\$ 80.00	1	\$ 80.00
f. Fire ant control	7,200	\$24.00	2	\$ 48.00	7,000	\$19.00	2	\$ 38.00	5,000	\$ 30.23	2	\$ 60.46	25,000	\$ 40.00	2	\$ 80.00
II. Bed Maintenance																
A. General Maintenance																
B. Chemical/Fertilization																
1. Pre-emergent																
(Number of Cycles MUST Be Indicated)																
2. Fertilization																
3. Fire ant control																
C. Mulch Replenishment																
III. Tree maintenance																
A. Mulch replenishment																
B. Spring crepe prune (dead and/or crossing limb removal only)																
IV. Irrigation System																
A. Operational Checks (includes automatic \$75 in labor and materials)																
IV. Hardscape Maintenance (paved medians and sidewalks)																
A. General maintenance																
UNIVERSITY DRIVE MEDIANS TOTAL																
\$ 2,631.00																
\$ 3,643.73																
\$ 2,842.90																
\$ 6,205.00																

LANDSCAPE MAINTENANCE AT 31 SITES
 BID TABULATION #06-121
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Wolf Pen Creek Trails (G. Bush Drive E to S.H. 6) (Excludes Wolf Pen Creek Park)																						
I. Turf Maintenance																						
A. Primary																						
1. Mow cycle	73,000	\$164.00	39	\$	6,396.00	100,000	\$332.50	39	\$	12,967.50	286,450	\$	374.61	39	\$	14,609.79	300,000	\$	500.00	39	\$	19,500.00
2. Aerations	73,000	\$192.00	1	\$	192.00	100,000	\$332.50	1	\$	332.50	286,450	\$	192.21	1	\$	192.21	300,000	\$	400.00	1	\$	400.00
3. Chemical / Fertilization																						
a. Spring pre-emergent & fertilization	73,000	\$404.00	1	\$	404.00	100,000	\$300.00	1	\$	300.00	286,450	\$	816.97	1	\$	816.97	300,000	\$	350.00	1	\$	350.00
b. Spring broadleaf & grass weed post-emergent	73,000	\$192.00	1	\$	192.00	100,000	\$300.00	1	\$	300.00	286,450	\$	774.12	1	\$	774.12	300,000	\$	500.00	1	\$	500.00
c. Spring grass weed post-emergent	73,000	\$192.00	1	\$	192.00	100,000	\$300.00	1	\$	300.00	286,450	\$	774.12	1	\$	774.12	300,000	\$	500.00	1	\$	500.00
d. Fertilization	73,000	\$220.00	2	\$	440.00	100,000	\$166.25	2	\$	332.50	286,450	\$	361.10	2	\$	722.20	300,000	\$	250.00	2	\$	500.00
e. Fall pre-emergent & fertilization	73,000	\$290.00	1	\$	290.00	100,000	\$300.00	1	\$	300.00	286,450	\$	816.97	1	\$	816.97	300,000	\$	350.00	1	\$	350.00
f. Fire ant control	73,000	\$96.00	2	\$	192.00	100,000	\$95.00	2	\$	190.00	286,450	\$	533.15	2	\$	1,066.30	300,000	\$	150.00	2	\$	300.00
B. Additional Mow Areas																						
1. Colgate frontage	10,000	\$65.00	18	\$	1,170.00	15,000	\$57.00	18	\$	1,026.00	5,000	\$	52.78	18	\$	950.04	20,000	\$	120.00	18	\$	2,160.00
2. Dartmouth frontage	20,000	\$65.00	18	\$	1,170.00	20,000	\$95.00	18	\$	1,710.00	23,000	\$	63.33	18	\$	1,139.94	12,000	\$	90.00	18	\$	1,620.00
3. Thompson tract	290,000	\$150.00	9	\$	1,350.00	4 Acres	\$171.00	9	\$	1,539.00	408,000	\$	369.44	9	\$	3,324.96	6 Acres	\$	300.00	9	\$	2,700.00
4. Electrical Right-of-Way	20,000	\$50.00	9	\$	450.00	4,000	\$23.75	9	\$	213.75	54,000	\$	168.89	9	\$	1,520.01	15,000	\$	25.00	9	\$	225.00
II. Bed Maintenance																						
A. General Maintenance	10,250	\$128.00	12	\$	1,536.00	2,100	\$285.00	12	\$	3,420.00	7,076	\$	72.25	12	\$	867.00	20,000	\$	150.00	12	\$	1,800.00
B. Mulch Replenishment	10,250	\$1,730.00	1	\$	1,730.00	2,100	\$1,068.75	1	\$	1,068.75	7,076	\$	1,330.19	1	\$	1,330.19	20,000	\$	1,000.00	1	\$	1,000.00
C. Chemical/Fertilization																						
1. Pre-emergent	10,250	\$0.00	4	\$	-	2,100	\$99.75	4	\$	399.00	7,076	\$	116.04	1	\$	116.04	20,000	\$	20.00	4	\$	80.00
(Number of Cycles MUST Be Indicated)																						
2. Fertilization	10,250	\$62.00	4	\$	248.00	2,100	\$166.25	4	\$	665.00	7,076	\$	105.15	4	\$	420.60	20,000	\$	60.00	4	\$	240.00
3. Fire Ant Control	10,250	\$30.00	2	\$	60.00	2,100	\$38.00	2	\$	76.00	7,076	\$	40.89	2	\$	81.78	20,000	\$	50.00	2	\$	100.00
III. Tree maintenance																						
A. Mulch Replenishment	1,000	\$174.00	1	\$	174.00	2,100	\$261.25	1	\$	261.25	7,000	\$	1,119.41	1	\$	1,119.41	5,000	\$	250.00	1	\$	250.00
B. Spring crepe prune (dead and/or crossing limb removal only)	1,000	\$100.00	1	\$	100.00	2,100	\$142.50	1	\$	142.50	1,800	\$	331.73	1	\$	331.73	N/A	\$	175.00	1	\$	175.00
IV. Irrigation System																						
A. Operational Checks (includes automatic \$75 in labor and materials)		\$75.00	12	\$	900.00		\$142.50	12	\$	1,710.00		\$	225.58	12	\$	2,706.96		\$	200.00	12	\$	2,400.00
WOLF PEN CREEK TRAILS TOTAL																						
*Bed Maintenance/Chemical/Fertilization included in fert.																						
\$ 17,186.00																						
\$ 27,253.75																						
\$ 33,681.34																						
\$ 35,150.00																						
GRAND TOTAL (All 31 Sites)																						
\$ 297,463.00																						
\$ 307,062.83																						
\$ 324,137.76																						
\$ 366,232.00																						
Certification of Bid																						
Addendum Acknowledge																						
Bid Bond																						
Number of Calendar Days To Completion																						
Prompt Payment Discount																						
Yes																						
No																						
Yes																						
N/A																						
N/A																						
Yes																						
No																						
Yes																						
N/A																						
N/A																						
Yes																						
No																						
Yes																						
N/A																						
N/A																						



Location Map

September 14, 2006
Consent Agenda
Construction of Sandy Point Pump Station Drainage Improvements

To: Glenn Brown, City Manager

From: John Woody, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding a resolution to award a contract to the lowest responsible bidder for the construction of the Sandy Point Pump Station Drainage Improvements Project to Brazos Valley Services in the amount of \$98,348.00.

Recommendation: Staff recommends Council approve this resolution.

Summary: Water runoff from the City's water pump station on Sandy Point Road must be controlled to avoid impacts to the downstream landowner. Various site improvements have increased the rainfall runoff from the site, plus occasionally the system operations require that water from the wells be discharged at this site.

This construction contract will provide a detention pond on City property at the Pump Station to control the water flow off the site. This pond is designed to reduce the off-site flows to the rate that existed before the pump station was constructed, which is accepted as not being harmful to downstream property owners. This construction contract will also repair some off-site erosion that has already occurred, and these repairs are defined in a release agreement negotiated with the downstream landowner.

Budget & Financial Summary: Invitation to bid #06-106 resulted in bids of \$124,189.00, \$112,440.00 and \$98,348.00. Water Capital Improvement Project funds are budgeted and available.

Attachments:

- 1) Bid Tabulation
- 2) Resolution

**SANDY POINT PUMP STATION
 BID TABULATION #06-106**

Work Order No: WF 0461924-001

ITEM	DESCRIPTION	UNITS	QUANTITY	Brazos Valley Services Contact: Ricky Palasota 936-255-3977		Kieschnick Construction Contact: Dana Kieschnick 979-690-0710		JaCody Inc. Contact: Wick McKean 979-774-5613	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Mobilization, Insurance, Bonding, Layout	LS	1	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$25,650.00	\$25,650.00
2	Clearing, Grubbing, Remove Organic	AC	2.5	\$2,500.00	\$6,250.00	\$2,500.00	\$6,250.00	\$3,500.00	\$8,750.00
3	Replace Barbed Wire Fence Along Property Line	LF	100	\$10.00	\$1,000.00	\$5.00	\$500.00	\$5.00	\$500.00
4	Basin Excavation - Cut & Compacted Fill (IN PLACE) to the Plans with Excess Removed from Site & Disposed of Properly	CY	6000	\$6.00	\$36,000.00	\$4.00	\$24,000.00	\$5.50	\$33,000.00
5	4 Foot Wide - 6" THK. Concrete Flume	SF	1153	\$5.00	\$5,765.00	\$15.00	\$17,295.00	\$5.50	\$6,341.50
6	6" PVC THK. Wall San. Swr. Pipe D3034 SDR 26	LF	57	\$30.00	\$1,710.00	\$50.00	\$2,850.00	\$17.50	\$997.50
7	4" THK. Slope Headwalls w/12" Toedowns Around Perimeter	SF	56	\$12.00	\$672.00	\$20.00	\$1,120.00	\$10.00	\$560.00
8	6-18" Graduation Rock Riprap w/ Ground Stabilization Fabric Hand Placed	SY	269	\$50.00	\$13,450.00	\$25.00	\$6,725.00	\$60.00	\$16,140.00
9	Curlex Double Net Erosion Control Blanket, Seeding, Maintenance, & Water Until Final Acceptance	SY	2800	\$3.00	\$8,400.00	\$4.00	\$11,200.00	\$2.00	\$5,600.00
10	Offsite Ditch Excavation Fill & Compaction to the Lines & Grades as Shown on the Plans - (IN PLACE)	CY	1000	\$4.00	\$4,000.00	\$10.00	\$10,000.00	\$7.25	\$7,250.00
11	Remove & Reconstruct Damaged Concrete Rip-Rap at STA. 10+00.00	SF	700	\$10.00	\$7,000.00	\$15.00	\$10,500.00	\$10.00	\$7,000.00
12	4" Topsoil, Seed or Hydromulch, Maintenance, Watering, Throughout Site Re Establish Healthy Ground Cover (All Except Areas Covered By	LS	1	\$4,500.00	\$4,500.00	\$7,500.00	\$7,500.00	\$8,500.00	\$8,500.00
13	Replace Chain Link Fence Affected By Construction	LF	60	\$25.00	\$1,500.00	\$25.00	\$1,500.00	\$20.00	\$1,200.00
14	Trench Safety	LS	1	\$1.00	\$1.00	\$500.00	\$500.00	\$200.00	\$200.00
15	Erosion & Sedim. Control, Permits, Installation, Inspection, Reports, Removal	LS	1	\$3,100.00	\$3,100.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
TOTAL CONSTRUCTION COST:					\$98,348.00		\$112,440.00		\$124,189.00

Calendar Days for Completion	45	60	75
Certification of Bid	Y	Y	Y
Addendum Acknowledged	Y	Y	Y
Bid Bond	Y	Y	Y
Deviations/Conditions	N	N	N

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE SANDY POINT PUMP STATION DRAINAGE IMPROVEMENTS PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Sandy Point Pump Station Drainage Improvements Project; and

WHEREAS, the selection of Brazos Valley Services is being recommended as the lowest responsible bidder for the construction services related to the Sandy Point Pump Station Drainage Improvements Project; now, therefore,

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

PART 1: That the City Council hereby finds that Brazos Valley Services is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Brazos Valley Services for \$98,348.00 for the labor, materials and equipment required for the improvements related the Sandy Point Pump Station Drainage Improvements Project.

PART 3: That the funding for this Project shall be as budgeted from the Water Capital Improvements Projects Fund, in the amount of \$98,348.00

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

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

ATTEST:

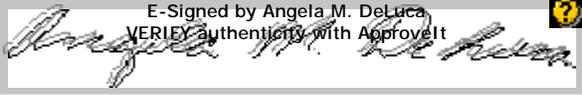
APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:

E-Signed by Angela M. DeLuca
VERIFIED authenticity with ApprovalIt



City Attorney

September 14, 2006
Consent Agenda
Exception to Policy for Sewer Service to Carnes Tract Number 2

To: Mr. Glenn Brown, City Manager

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

Agenda Caption: Presentation, possible action, and discussion for approval of a resolution granting an exception to Policy to allow Creek Meadows Partners to construct sewer infrastructure necessary to connect the Carnes Tract Number 2 homes to the City sewer system.

Recommendation(s): Staff recommends Council approve this Resolution.

Summary: Creek Meadows Partners, LP has requested the City provide sewer service to homes that will be constructed on the Carnes Tract Number 2, which is located on Greens Prairie Trail. Their letter, with maps, is attached. This tract is outside the City's current certificated area for sewer, but it is within the City's extra-territorial jurisdiction (ETJ) and within the area that the City has applied for the sewer Certificate of Convenience and Necessity (CCN). The Developer has consented to be included in the City's CCN. The City's sewer CCN application has not yet been approved by the TCEQ, however, the area is presently not certificated and the City has the legal right to provide this sewer service. Please note, the property is not a candidate for annexation, since it is not contiguous with the City limits.

A City sewer line will be completed soon at the Castlegate development on Greens Prairie Road, which will provide adequate capacity for the Carnes Tract homes to be connected. Creek Meadows Partners has proposed to bear all cost and obtain all easements to construct a sewer line and lift station necessary to connect to the City sewer system. If approved, these residents will be billed by the City for sewer service based on water usage.

City Policy, attachment (2), states that the City may provide sewer service outside the City limits or the City's sewer certificated area, only in certain situations. Since the City does not yet hold the CCN for the Carnes Tract area, an exception to Policy is required. Exceptions are allowed for three cases, one of which is for health and safety reasons. The health and safety of all the Greens Prairie Trail area residents is much better served by having this development connected to the City sewer system, rather than being served by a small sewage treatment package plant that would discharge into one of the local ponds. On this basis, staff recommends approval of this request, granting this exception to Policy.

Please note that City Council approved a similar exception to Policy on April 27, 2006 for the Carnes Tract Creek Meadows Development, which is contiguous with Carnes Tract number 2. Since this new request is an additional phase of Creek Meadows, staff recommends approval.

Budget & Financial Summary: City funds are not required to execute this project. A Development Agreement request, that would allow the City and Developer to share the cost of mutually beneficial infrastructure, could possibly be presented for Council consideration in the future.

Attachments:

Letter from Creek Meadows Partners, including map
Resolution

Creek Meadows Partners, LP

230 Southwest Parkway East
College Station, TX 77840

July 28, 2006

David Coleman, P.E.
Utilities Division Manager
City of College Station
1101 Texas Ave
College station, TX 77842

**RE: Sanitary Sewer Service for Carnes Tract No. 2
Greens Prairie Trail, College Station, TX**

Dear Mr. Coleman,

This letter is a formal request that the City of College Station serve as the sanitary sewer service provider to the Carnes Tract No. 2 located in the City's ETJ. This request is being made in letter form as the tract lies outside the City's current Certificate of Convenience and Necessity (CCN) for sewer (see attached Exhibit A) and, as you know, the Council Resolution in regard to utility service outside the City limits and/or CCN does not permit such without an exception. The Carnes Tract No. 2 lies within the area that the City has requested through TCEQ for certification as the sewer service provider. We understand the process of amending the sewer CCN may take months to finalize and therefore are asking an exception be made for this tract.

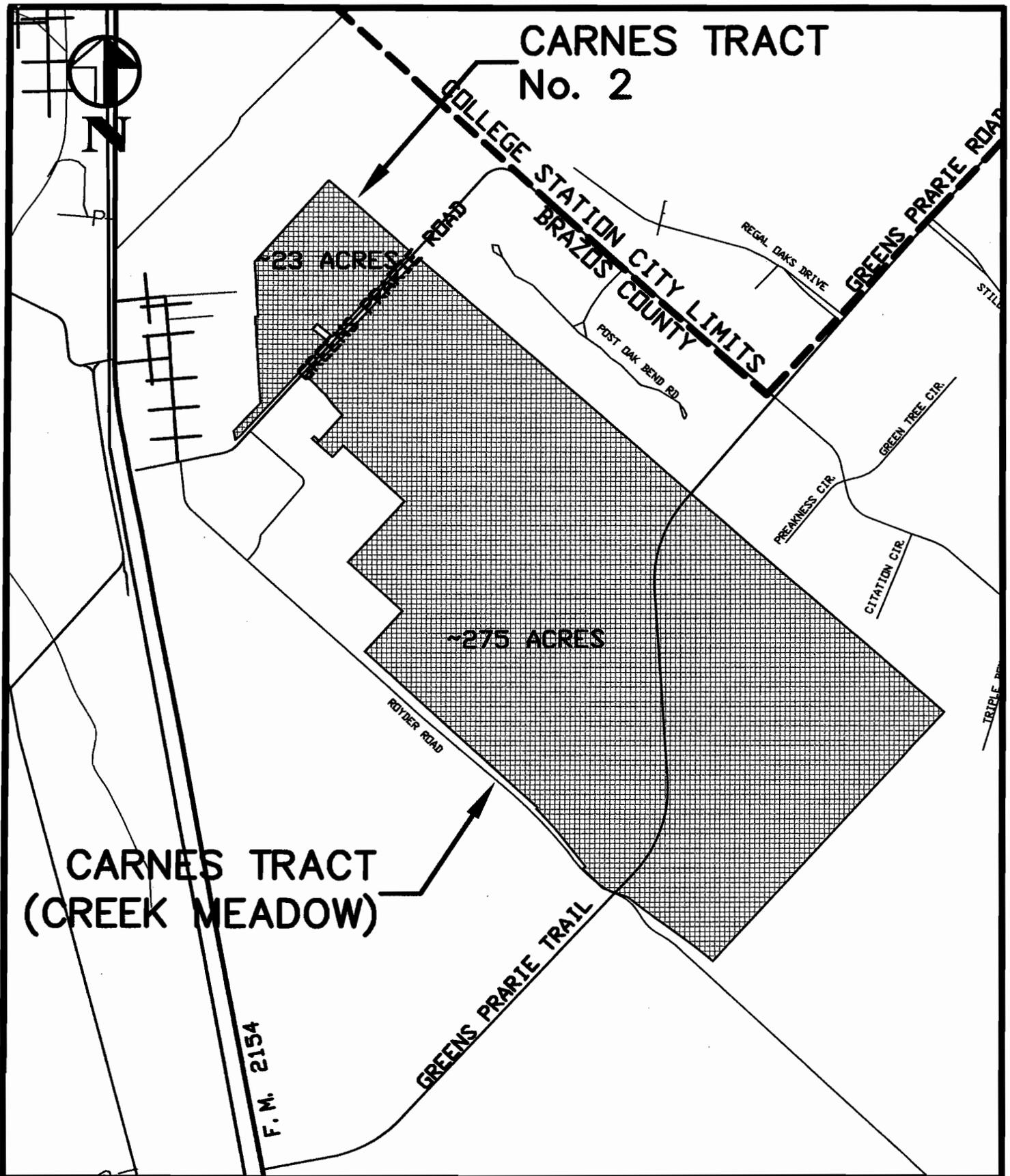
In order to serve the Carnes Tract No. 2 with sanitary sewer, a regional lift station will be required. The lift station will pump wastewater to an extension of the existing gravity collection system west of Castlegate at Greens Prairie Road. The developer will be financially responsible for the construction of an on-site gravity sewer collection system, regional lift station, and wastewater forcemain, in accordance with City and TCEQ Rules & Regulations, and obtaining all necessary easements to construct the off-site wastewater forcemain (see attached Exhibit B).

Please process this request as needed and let me know if there is anything else you require. Should you have any questions in regards to this request, please do not hesitate to call me at (979) 693-7835 or Mr. Rabon Metcalf, P.E. at (979) 690-0329.

Sincerely,



Todd Carnes
General Partner



RABON METCALF ENGINEERING

POST OFFICE BOX 9253
COLLEGE STATION, TEXAS 77842
EMAIL: rmengineer@juno.com

OFFICE - (979) 690-0329
FAX - (979) 690-0329
CELL - (979) 219-4174



**CARNES TRACT No. 2
EXHIBIT A
BRAZOS COUNTY, TEXAS**

RME NO. 202-0273

DATE: 7/28/06
FILE: 0273EXA1
SCALE: 1"=1000'

DRAWN BY: RAM
CHK BY: RAM

SHEET NO.
A



CASTLEGATE
SEC. 6

COLLEGE STATION CITY LIMITS
BRAZOS COUNTY

REGAL OAKS DRIVE

~ 3145'

GREENS PRARIE ROAD

SWEETWATER DRIVE

GREENS PRARIE ROAD

PROPOSED OFF-SITE
6" FORCE MAIN

GREENS PRARIE TRAIL
~ 1043'

WOODLAKE DR.

CARNES TRACT

RABON
METCALF
ENGINEERING
POST OFFICE BOX 9253
COLLEGE STATION, TEXAS 77842
EMAIL: rmengineer@juno.com
OFFICE - (979) 690-0329
FAX - (979) 690-0329
CELL - (979) 219-4174



CARNES TRACT - FORCEMAIN
EXHIBIT B
BRAZOS COUNTY, TEXAS

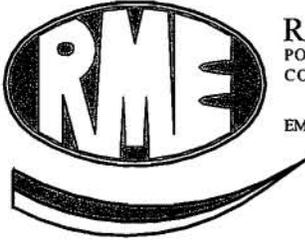
RME NO. 202-0273

DATE: 2/28/06
FILE: 0273EXB
SCALE: 1"=500'

DRAWN BY: CEH
CHK BY: RAM

SHEET NO.

B



RABON METCALF ENGINEERING
POST OFFICE BOX 9253
COLLEGE STATION, TEXAS 77842

EMAIL: r m e n g i n e e r @ j u n o . c o m

(979) 690-0329 - Home
(979) 690-0329 - FAX
(979) 219-4174 - CELL

July 28, 2006

Spencer Thompson, E.I.T.
Graduate Engineer
City of College Station
1101 Texas Avenue South
College Station, TX 77842

RE: Carnes Tract No. 2 – Limited Sanitary Sewer Analysis
RME No. 202-0273

Dear Spencer:

Mr. Todd Carnes, developer of the Creek Meadow ETJ subdivision, is also pursuing development of an approximate 23-acre tract in conjunction with the before mentioned subdivision. This 23-acre tract, named Carnes Tract No. 2, is located immediately northwest of the Creek Meadow project, formerly named Carnes Tract, and on the opposite side of Greens Prairie Road. It is the desire of the developer to sewer both the Creek Meadow subdivision and the Carnes Tract No. 2 development to the City of College Station sanitary sewer collection system, via a regional lift station.

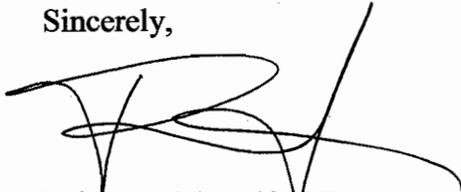
The Sanitary Sewer & Lift Station Study, for the Creek Meadow Subdivision (dated January 27, 2006), reported 924 single family residential lots, 124 medium density student housing, and approximately 12-acres of light commercial/retail use. These figures were used to calculate estimated sanitary sewer flows which aided in determining the force main size, lift station wet well and pumps.

The current Master Plan of the Creek Meadow Subdivision will accommodate 848 single family residential lots (76 less than originally anticipated), 78 medium density student housing (46 less than originally anticipated), and approximately 9.51-acres of light commercial/retail use (2.49 less than originally anticipated). The Carnes Tract No. 2 is anticipated to develop at approximately 3.5 dwelling units per acres. Therefore it is anticipated that the subdivision will develop out with approximately 81 dwelling units (medium density student housing). Based on a comparison of the total number of dwelling units (**1,048**), in the original Sanitary Sewer & Lift Station Study, versus the current planned total number of dwelling units (926), and the Carnes Tract No. 2 (81) (**totaling 1,007**), the sanitary sewer flows should be actually less than originally studied.

It should also be noted that a comprehensive Sanitary Study will be provided with the design of the regional lift station construction drawings. This study will ensure that the design of the lift station, and associated systems, are properly sized for the full development of both subdivisions.

Please do not hesitate to call if you have any questions.

Sincerely,



Rabon A. Metcalf, P.E.
rmengineer@verizon.net

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AN EXCEPTION TO THE CITY'S UTILITY EXTENSION POLICY TO ALLOW THE EXTENSION OF SEWER UTILITY SERVICES TO CARNES TRACT NUMBER 2, LOCATED ADJACENT TO CARNES TRACT NUMBER 1, ON GREENS PRAIRIE TRAIL WITHIN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF COLLEGE STATION, TEXAS.

WHEREAS, the City of College Station adopted Resolution Number 02-09-2006-13.04 on February 9, 2006, which states in Part 1 "that water and sewer utility services will not be available to properties outside the City's corporate limits without a petition for annexation from said properties meeting the legal requirements of such petitions or areas not certificated to the City of College Station for that purpose" and further states in Part 3 "That the City Council hereby agrees that it may grant exceptions as it deems necessary to the best interests of the City of College Station in the following cases: For other governmental agencies through an interlocal agreement, For the purposes of economic development, or For health and safety reasons" (such resolution referred to hereinafter as the "City's Utility Extension Policy"); and

WHEREAS, Creek Meadows Partners, LP, developer of Carnes Tract Number 2, has requested an exception to the City's Utility Extension Policy for Carnes Tract Number 2, located adjacent to Carnes Tract Number 1, in the City's ETJ; and

WHEREAS, the City of College Station has a Certificate of Convenience and Necessity for water and a Certificate of Convenience and Necessity for wastewater pending in certain parts of the City's Extraterritorial Jurisdiction, including the area in which Carnes Tract Number 2 is located, in order to facilitate orderly development in that area; and

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

WHEREAS, The City Council of the City of College Station approved an exception to the City's Utility Extension Policy to provide sewer utility service to Carnes Tract Number 1, on April 27, 2006, based on improving the health and safety of the residents in the City's ETJ; now, therefore,

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

PART 1: That the City Council hereby approves an exception to the City's Utility Extension Policy to make sewer utility services available to Carnes Tract Number 2, located adjacent to Carnes Tract Number 1, on Greens Prairie Trail in College Station, Texas, based on improving the health and safety of the residents in the City's ETJ.

RESOLUTION NO. _____

Page 2

PART 2: That the City Council hereby requires that the developer of Carnes Tract Number 2 extend sewer utility service to Carnes Tract Number 2 as provided in the City's Utility Extension Policy.

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

ADOPTED this _____ day of _____, 2006.

ATTEST:

APPROVED:

Connie Hooks, City Secretary

Ron Silvia, Mayor

APPROVED:

E-Signed by Carla A. Robinson
VERIFY authenticity with Approver

City Attorney

September 14, 2006
Consent Agenda
Change Order #4 to the Design Contract with Klotz Associates, Inc.
on the Bee Creek Combined Channel Improvements Project

To: Glenn Brown, City Manager

From: Charles McLemore, Acting Director of Public Works

Agenda Caption: Presentation, possible action, and discussion regarding Change Order No. 4 to the professional services contract (Contract No. 97-179) with Klotz Associates, Inc. in the amount of \$9,600.00 for construction phase services on the Bee Creek Combined Project.

Recommendation(s): Staff recommends approval of Change Order #4 in the amount of \$9,600.00.

Summary: The original Klotz Associates, Inc. contract is for the design of drainage and channel improvements to Bee Creek from Texas Ave. to Southwest Pkwy and on Tributary B from its confluence with Bee Creek to FM 2818. Change Order #4 is for construction phase services, including biweekly meetings necessary to inspect the progress of work and address construction related issues. It was originally anticipated that Resident Inspection under the Construction Services task of the original contract would cover this portion of the work; however, since the City handles project inspection these funds have been reallocated to additional tasks necessary to complete the final design and make the project bid ready.

These additional tasks included revising the plans and creating details to address conditions of the Corps of Engineers (COE) permit, evaluating the Federal Emergency Management Agency Conditional Letter Of Map Revision for impacts by the COE changes, and evaluating and designing any utility improvements that are necessary due to impacts of the channel improvements.

Budget & Financial Summary: The original design contract is in the amount of \$254,000.00. Change Order #4 will result in a net increase of the contract amount by 3.78%, and a total increase in the contract amount by 11.85%.

Funds in the amount of \$3,105,000.00 are currently budgeted for this project in the Drainage Utility Capital Projects Fund as part of the Bee Creek Combined Channel Improvements project (SD-9802). This change order will bring the total funds expended or committed for this project to \$3,029,418.02, leaving a balance of \$65,981.98.

Attachments:

- 1) Change Order #4
- 2) Klotz proposal
- 3) Project Location Map

CHANGE ORDER NO. 4 Contract No. 97-179 DATE: August 24, 2006
P.O.# 040283 PROJECT: Bee Creek Combined Channel Improvements, SD-9802

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

CONTRACTOR: Klotz Associates, Inc.
1160 Dairy Ashford, #500 Ph: (281) 589-7257
Houston, Texas 77079 Fax: (281) 589-7309

PURPOSE OF THIS CHANGE ORDER:

Item 1: Authorizes additional funds to cover increased construction phase meetings necessary to oversee the progress of the work. It was originally anticipated that Resident Inspection services would cover this portion of the work. These funds were reallocated to other tasks since the City handles project inspection.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	EA	Construction Phase Services	\$9,600.00	0	1	\$9,600.00
					TOTAL	\$9,600.00

THE NET AFFECT OF THIS CHANGE ORDER IS 11.85% INCREASE.

ORIGINAL CONTRACT AMOUNT	\$254,000.00	
Change Order No. 1	\$4,800.00	1.89% CHANGE
Change Order No. 2	\$8,000.00	3.15% CHANGE
Change Order No. 3	\$7,700.00	3.03% CHANGE
Change Order No. 4	\$9,600.00	3.78% CHANGE
REVISED CONTRACT AMOUNT	\$284,100.00	11.85% TOTAL CHANGE

APPROVED

<u>Katherine A. Meaw</u> 8-25-06 A/E CONTRACTOR Date	<u>Anayla M. DeLuca</u> CITY ATTORNEY Date
<u>Danielle Carbonet</u> 8/29/06 CONSTRUCTION CONTRACTOR Date	_____ DIRECTOR OF FISCAL SERVICES Date
<u>[Signature]</u> 8/29/06 PROJECT MANAGER Date	_____ MAYOR Date
<u>C. M. [Signature]</u> 08/28/06 CITY ENGINEER Date	_____ CITY SECRETARY Date
_____ DEPARTMENT DIRECTOR Date	_____ CITY MANAGER Date

August 18, 2006

Ms. Danielle Charbonnet, E.I.T.
City Engineer
City of College Station
P.O. Box 9960
College Station, Texas 77842

Re: Construction Phase Services
Bee Creek Drainage Improvements
Klotz Associates Project No. 0254.003.000

Dear Ms. Charbonnet:

On January 12, 1998, Klotz Associates, Inc. contracted with the City of College Station for the Bee Creek Drainage Improvements. At that time, Klotz Associates' fee included \$8,000 for Construction Phase Services and \$25,000 for Resident Inspection.

Since the original contract was executed, the \$25,000 fee for Resident Inspection during construction was reallocated to other tasks. The City of College Station is now handling the Resident Inspection services.

The fee for the Construction Phase Services is inadequate because Klotz Associates anticipated that the Resident Inspector would handle all on-site meetings and address the Contractor's questions during construction. Since we don't have on-site representation now, this work must be completed under the Construction Phase Services task.

At the onset of the project, monthly meetings were held at the job site with the Contractor, the City, TxDOT when appropriate, and any utilities working in the area. After two months, the occurrence of these meetings was increased to bi-weekly. The contract time is 395 days (13 months). For 2 monthly meetings and 22 bi-weekly meetings at 4 hours per meeting at \$100 per hour, that results in a \$9,600 increase in cost to Klotz Associates.

I propose that the following change be made to our contract. To cover the task that was removed from our scope that Klotz Associates must still address, the Construction Phase Services task should be increased by \$9,600.

Ms. Danielle Charbonnet, E.I.T.
August 18, 2006
Page 2 of 2

If you have any questions or comments, please call Rebecca Repke, P.E. or me at 281-589-7257. We appreciate this opportunity to work with the City.

Sincerely,

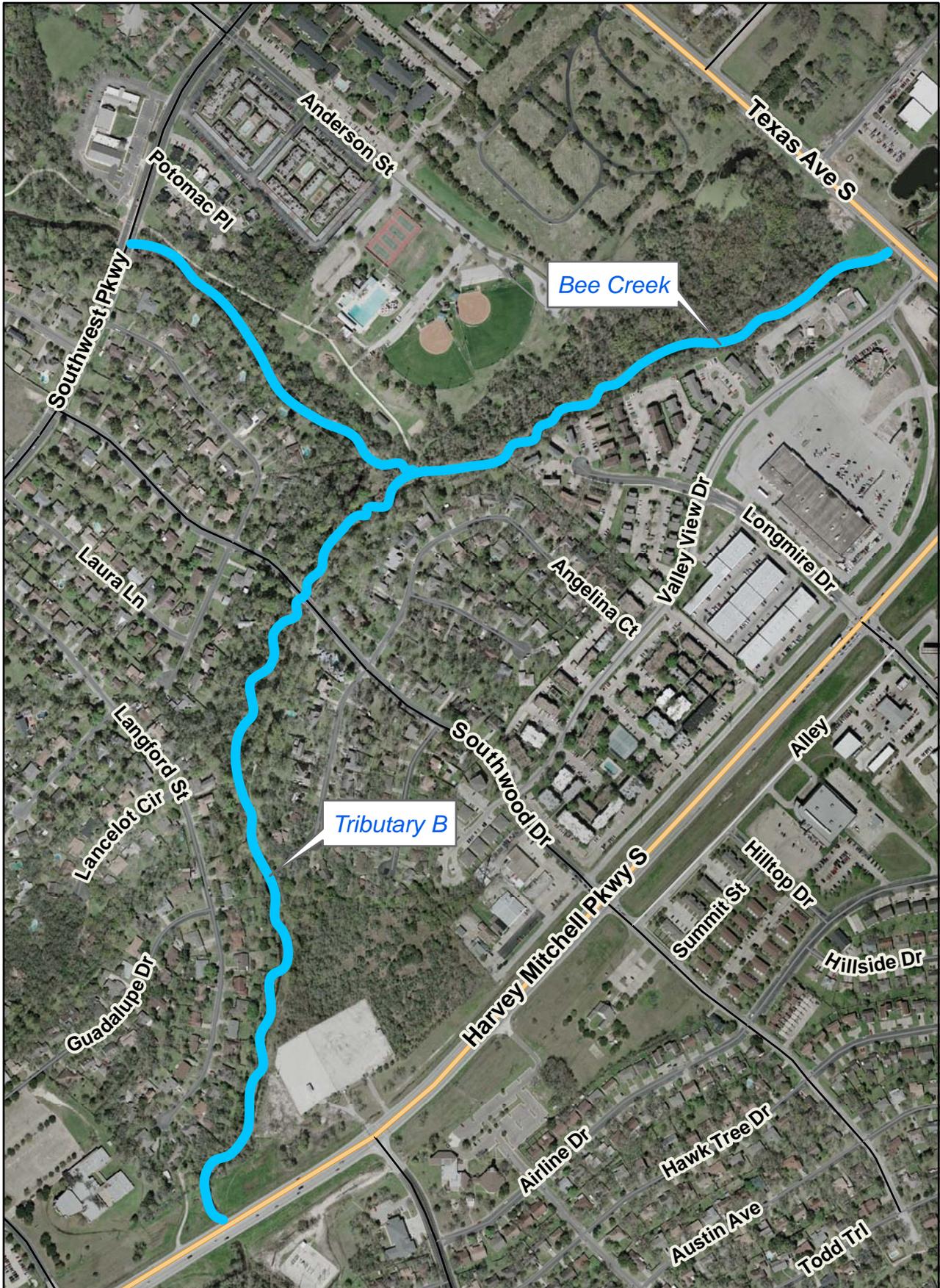
Katherine A. Mears

Katherine A. Mears, P.E.
Municipal Services Department Manager

KAM:ng

Cc: Mr. Bob Mosley, P.E., City of College Station

Bee Creek Combined (SD-9802)



STEEL ELECTRICAL DISTRIBUTION POLES BID #06-133

DEPARTMENT: Public Utilities / Electric

August 15th, 2006

Item No.	Est. Quan.	Unit Meas.	Description	Inventory #	Trans American Products (Utilicor) Contact: Ajay		Techline (Austin) Contact: Kelly Flores		National Pole & Structure (MACIO) Contact: John Van Haren	
					Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
A Steel Distribution Poles										
A-1	20	ea	Steel Distr. Poles, 30' length	285-065-00020	\$612.00	\$12,240.00	\$1,140.00	\$22,800.00	\$1,964.00	\$39,280.00
A-2	30	ea	Steel Distr. Poles, 40' length	285-065-00010	\$1,053.00	\$31,590.00	\$1,170.00	\$35,100.00	\$2,254.00	\$67,620.00
A-3	60	ea	Steel Distr. Poles, 45' length	285-065-00011	\$1,245.00	\$74,700.00	\$1,311.00	\$78,660.00	\$2,316.00	\$138,960.00
A-4	20	ea	Steel Distr. Poles, 50' length	285-065-00012	\$1,617.00	\$32,340.00	\$1,635.00	\$32,700.00	\$2,843.00	\$56,860.00
A-5	5	ea	Steel Distr. Poles, 55' length	285-065-00013	\$1,882.00	\$9,410.00	\$1,959.00	\$9,795.00	\$4,100.00	\$20,500.00
			Group A - Subtotal			\$160,280.00		\$179,055.00		\$323,220.00
B Self-Supporting Steel Distribution Poles										
B-1	10	ea	Self Supporting Poles 50' lgth	285-065-00016	\$1,904.00	\$19,040.00	\$2,706.00	\$27,060.00	\$3,303.00	\$33,030.00
B-2	10	ea	Self Supporting Poles 50' lgth	285-065-00017	\$2,461.00	\$24,610.00	\$3,302.00	\$33,020.00	\$3,393.00	\$33,930.00
B-3	10	ea	Self Supporting Poles 50' lgth	285-065-00018	\$2,638.00	\$26,380.00	\$3,859.00	\$38,590.00	\$3,495.00	\$34,950.00
			Group B - Subtotal			\$70,030.00		\$98,670.00		\$101,910.00

Award Recommendation	Grand Total Bid	\$230,310.00	\$277,725.00	\$425,130.00
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Calendar Days for Shipping	8 to 10 Weeks	10 to 20 Weeks	8 to 10 Weeks
Certification of Bid	Y	Y	Y
Deviations/Conditions	None	None	None
Acknowledged Addenda	3-Yes	3-Yes	3-Yes
Prompt Payment Discount	None	None	1% Net 10

**September 14, 2006
Consent Agenda
Pole Attachment License Agreement**

To: Glenn Brown, City Manager

From: David Massey, Director of Electric Utilities

Agenda Caption: Presentation, possible action, and discussion regarding a Pole Attachment License Agreement between the City of College Station and Cebridge Acquisition L.P., DBA Suddenlink Communications.

Recommendation(s): Staff recommends approval of the Pole Attachment License Agreement and waiver of \$2,000 additional fee. An Acceptance agreement was executed by and among Cox Southwest Holdings, L.P., Cebridge Acquisitions, L.P., and the City of College Station providing for a prorated \$2,000 per month payment to the City of College Station if a new Pole Attachment Agreement was not approved by July 31, 2006. A tentative Pole Attachment Agreement was agreed to by both parties by July 31, 2006, so the \$2,000 per month additional payment should be waived. A final and executed Pole Attachment Agreement will be signed on September 14, 2006, if approved. All parties worked diligently to have the agreement by July 31. The City of Bryan approved their Pole Attachment Agreement on August 22, 2006.

Summary: The Pole Attachment License Agreement between the City of College Station and Cebridge Acquisition L.P., DBA Suddenlink Communications allows the local cable operator to attach their communications lines and equipment to the City of College Station Utilities electric poles and outlines the permit and payment process. College Station staff has diligently worked with Cebridge for the past four months to develop this agreement. A presentation to Council on this agreement was previously made at the August 7 Council Workshop.

Budget & Financial Summary: Revenues for the pole attachments will be collected annually.

Attachments:

1. Pole Attachment License Agreement
2. City of Bryan Coversheet – showing waiver of additional fee

POLE ATTACHMENT LICENSE AGREEMENT

BETWEEN

CITY OF COLLEGE STATION, TEXAS

AND

**CEBRIDGE ACQUISITION, L.P.,
DBA SUDDENLINK COMMUNICATIONS**

POLE ATTACHMENT LICENSE AGREEMENT

This Pole Attachment License Agreement ("Agreement") is made and entered into on the ____ day of _____ 2006 ("Effective Date"), by and between the City of College Station, Texas, a home-rule municipal corporation (hereinafter "CITY"), and Cebridge Acquisition, L.P., DBA Suddenlink Communications (hereinafter "Licensee") (collectively Parties).

RECITALS

- A. Licensee proposes to install and maintain, Communications Facilities and associated communications equipment on CITY's Poles to provide Communications Services to the public; and
- B. CITY is willing, when it lawfully may do so, to issue one or more Permits authorizing the placement or installation of Licensee's Attachments on CITY's Distribution Poles, provided that CITY may refuse, on a non-discriminatory basis, to issue a Permit where there is insufficient Capacity or for reasons relating to safety, reliability, generally applicable engineering purposes, and/or any other Applicable Standards; and
- C. CITY hereby excludes from the terms of this Agreement: (i) all poles used to support voltages in excess of 35 kV and lighting standards and (ii) any portion of CITY's underground duct system, without the express written consent of CITY.
- D. This Agreement embodies the entire agreement between CITY and Licensee with respect to the subject matter of this Agreement, and supersedes and replaces any and all previous agreements entered into by and between CITY and Licensee, authorized predecessors and assignees, written or unwritten, with respect to that subject matter.

Therefore, in consideration of the foregoing recitals and of the mutual covenants, terms and conditions and remunerations herein provided, and the rights and obligations created hereunder, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

For the purposes of this Agreement, the following terms, phrases, words and their derivations shall have the meaning given herein, unless more specifically defined within a specific Article or Section of this Agreement. When not inconsistent with the context, words used in the present tense include future tense, words in the plural number include the singular number, and words in the singular number include plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- 1.1. **Affiliate:** means, when used in relation to Licensee, another entity that owns or controls, is owned or controlled by, or is under common ownership or control with Licensee.

- 1.2. **Applicable Standards:** means all applicable engineering and safety standards governing the installation, maintenance and operation of facilities and the performance of all work in or around CITY's Facilities and includes CITY's clearance standards as referenced in Appendices included in and made a part of this Agreement, the National Electric Safety Code (NESC), the National Electrical Code (NEC), the Texas Health & Safety Code, Chapter 752 (Vernon 1992) and any subsequent amendments which relate to the maintenance of proper clearances and related safety issues, the regulations of the Occupational Safety and Health Act (OSHA) and/or other reasonable requirements of CITY.
- 1.3. **Application Fee:** means the fee described in Section 3.6 and Appendix I of this Agreement, compensating CITY for the work required to process an application for an Attachment Permit.
- 1.4. **Assigned Space:** means space on CITY Poles that Licensee can use, as defined by the Applicable Standards, for the attachment or placement of wires, cables and associated equipment for the provision of Communications Service. The neutral zone or safety space is not considered Assigned Space. If rearrangements can be made so that the existing neutral zone or safety space on a Pole can be relocated in accordance with Applicable Standards it may be considered Assigned Space.
- 1.5. **Attaching Entity:** means any public or private entity, including Licensee, that has a right or privilege to attach or install equipment it owns or controls to a CITY Pole in accordance with a License Agreement.
- 1.6. **Attachment(s)** means any wire, line or apparatus attached to a Pole owned by CITY, including, but not limited to, cables, Service Wires, amplifier, power supplies, pedestals, bonding wires, Overlashings (defined below), guy wires and anchors required to support unbalanced loads. For aerial cable and wire facilities, a single Attachment includes the vertical space on the Pole 6" above and 6" below the point of contact. Any apparatus or facilities located fully or partly outside this vertical space shall constitute an additional Attachment(s) for rental purposes. Each thru-bolt type Attachment where the Pole is drilled and bolted to support cable and/or messenger will count as a separate Attachment for rental purposes without respect to separation. Where only one bolted Attachment is affixed to CITY's Pole, and Service Wires installed on "J-hooks" are located within a space consisting of a total of 12" either above or below (but not both) of the bolted attachment, such locations shall be counted as a single Attachment for rental purposes. Overlashed Communications Facilities, large apparatus and power supplies existing on CITY Poles, and aerial dips/risers do not count as separate attachments for billing purposes, but are subject to all other provisions of this Agreement, including Sections 3 and 4.

- 1.7. **Attachment Fee:** means the annual fee described in Sections 1.6, Section 3, and Appendix I of this Agreement charged by CITY for Permitted Attachments of Licensee's Facilities to CITY Poles.
- 1.8. **CITY Facilities:** means all personal property and real property owned or controlled by CITY, including Poles.
- 1.9. **Cable Services:** means the provision of one-way transmission to subscribers of video programming; or other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service by a cable system.
- 1.10. **Capacity:** means the ability of a Pole to accommodate an Attachment based on Applicable Standards, including space, design, and loading considerations.
- 1.11. **Common Space:** means space on CITY's Poles that is not used for the placement of wires or cables but which jointly benefits all users of the Poles by supporting the underlying structure. It shall include that portion of the Pole beneath ground level up to the lowest place on the Pole at which a Communications Facility may be attached.
- 1.12. **Communications Facilities:** means wire or cable facilities including, but not limited to, fiber optic, copper and/or coaxial cables or wires utilized to provide Communications Services, including any and all associated equipment. Unless otherwise specified by the parties in writing, the term "Communications Facilities" does not include wireless antennae, receivers or transceivers. Strand mounted wireless technologies within Licensee's allocated space shall be considered Communications Facilities.
- 1.13. **Communications Services:** means any Telecommunications Services, Information Services, Cable Services, Internet Protocol based services or other similar services or combination of services that Licensee provides utilizing Attachments to Utility Poles.
- 1.14. **Contribution in Aid of Construction:** (Make-Ready Work payment) - A cash non-refundable payment required in advance of line construction. Defined in CITY Line Design by normal estimating procedures according to CITY Board Policy.
- 1.15. **Force Majeure Event:** means an event caused by riot, terrorism, war, earthquake, flood, unusually severe rain, dust storm, tornado or other catastrophic act of nature, governmental, administrative or judicial order or regulation or other event reasonably beyond the ability of CITY and/or Licensee to anticipate or control, where the event was not foreseeable and reasonable measures by CITY and/or Licensee could not have avoided or mitigated the effects it claims were caused by the event.
- 1.16. **In-Progress Inspection:** Inspection of Licensee's work being performed in accordance with an authorized Appendix B, Application To Attach, to ensure Attachments are being made in accordance with Applicable Standards, including, CITY's Specifications for

Licensee's Attachments attached hereto as Appendix D and Appendix E, and any other standards and procedures set forth in this Agreement. Where non-compliant Licensee work or Attachments are found, during In-Progress Inspections or Post-Construction Inspections, subsequent follow-up inspections by CITY, or its Agent, as required to ensure compliance, will also be paid by Licensee.

- 1.17. **Joint-Use Pole:** means any Pole that is used jointly by CITY and another Joint-Pole User as part of a reciprocal pole-sharing agreement.
- 1.18. **Joint-Use Pole Custodian:** means the Joint-Pole User who is tasked with primary responsibility for the administration and management of the Pole. In the absence of notice to the contrary from a Joint-Pole User, CITY shall be deemed to be the Joint-Use Pole Custodian.
- 1.19. **Joint-Pole User:** means other public utilities or telecommunications carriers which own Poles that are jointly used by CITY and such other entity.
- 1.20. **Licensee:** means Cebridge Acquisition, L.P., and its authorized successors and assignees.
- 1.21. **Licensee's Facilities:** means Licensee's cables, wires, supporting strands, brackets, Service Wires, bonding wires, tapoffs, line amplifiers, power supplies, pedestals and any other equipment or property used in connection with the operation of Licensee's business. Subject to Section 1.12, unless agreed to by the Parties in writing, Licensee is not authorized to attach antennae, wireless radio transceivers or other similar devices to CITY Poles.
- 1.22. **Make-Ready Work:** means all work, as reasonably determined by CITY, and as authorized by Licensee on a fully executed Appendix C, which is required to accommodate Licensee's Communications Facilities and/or to comply with all Applicable Standards. Such work includes, but is not limited to, rearrangement and/or transfer of CITY Facilities or existing Attachments, inspections, engineering work, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), and Pole replacement.
- 1.23. **Non-Functional Attachments:** means an Attachment or any part thereof that becomes Non-Functional and no longer fit for service.
- 1.24. **Occupancy:** means the use or specific reservation of Assigned Space for Attachments on the same CITY Pole.
- 1.25. **Overlash:** means to place an additional wire or cable Communications Facility onto an existing Attachment.
- 1.26. **Other Licensee:** means any entity, other than Licensee, to which CITY has extended, or in the future extends, a license to attach facilities to CITY Poles.

- 1.27. **Pedestals/Vaults/Enclosures:** means above- or below-ground housings that are used to enclose a cable/wire splice, power supplies, amplifiers, passive devices and/or provide a service connection point and that shall not be attached to CITY Poles. (See Appendix D—Specifications For Licensee’s Attachments.)
- 1.28. **Permit or Permitted:** means the written or electronic authorization from CITY for Licensee to make or maintain Attachments to specific CITY Poles pursuant to the requirements of this Agreement. (See Article 6 and applicable Appendices.)
- 1.29. **Pole:** means an electric distribution system utility pole owned by CITY that is capable of supporting Communications Facilities Attachments.
- 1.30. **Post-Construction Inspection:** means the survey inspection that may be performed by CITY to determine and verify that the Attachments have been made in accordance with Applicable Standards and the Attachment Permit.
- 1.31. **Pre-Construction Survey:** means all work or operations required by Applicable Standards and/or CITY to determine the potential Make-Ready Work necessary to accommodate Licensee’s Communications Facilities on a Pole. Such work includes, but is not limited to, field inspection and cost estimating. The Pre-Construction Survey may include Licensee if required by CITY.
- 1.32. **Reserved Capacity:** means Capacity or space on a Pole that CITY has identified and reserved for its own requirements, including internal communications capabilities, pursuant to a reasonable projected need or business plan.
- 1.33. **Service Wires:** means non-guyed wires, not supported by strand, or messengers, and includes the last span that is installed to provide service to an individual customer(s). Subject to Section 6.1, Licensee’s Service Wires installed on CITY Poles are considered as Attachments as defined in Section 1.6 of this Agreement and are to be installed in accordance with all Applicable Standards, and all other provisions of this Agreement, including Attachment Fees.
- 1.34. **Tag:** means to place distinct markers on wires and cables or by a means as specified by applicable federal, state or local regulations that will readily identify the owner, as provided in Article 4 and applicable Appendices.
- 1.35. **Telecommunications Services:** means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the technology by which offered. Telecommunications means the transmission, between or among points specified by the user, of information of the user’s choosing without change in the form or content of the information as sent and received. Telecommunications Service(s) does not include Cable Services as defined herein.

- 1.36. **Unauthorized Attachment:** means any Attachment of Licensee's Facilities to CITY Poles for which Licensee has not obtained an Attachment Permit in accordance with Section 6 of this Agreement.
- 1.37. **Unauthorized Attachment Charge:** means the charge payable by Licensee under this Agreement for Unauthorized Attachments.

2. SCOPE OF AGREEMENT

- 2.1 **Grant of License.** Subject to the provisions of this Agreement and to the extent lawful, CITY hereby grants Licensee a revocable, nonexclusive license authorizing Licensee to install and maintain Permitted Attachments to CITY Poles, including Joint-Use Poles. Attachments to or rights to occupy CITY Facilities not covered by this Agreement must be separately negotiated.
- 2.2 **Parties Bound by Agreement.** Licensee and CITY agree to be bound by all provisions of this Agreement.
- 2.3 **Permit Issuance Conditions.** CITY will issue a Permit(s) to Licensee only when CITY determines, in its sole judgment, exercised reasonably, that (i) CITY has sufficient Capacity to accommodate the requested Attachment(s), (ii) Licensee meets all requirements set forth in this Agreement, and (iii) such Permit(s) comply with all Applicable Standards.
- 2.4 **Reserved Capacity.** Access to CITY's Reserved Capacity in Assigned Space on CITY Poles will be made available to Licensee with the understanding that CITY may eliminate or limit the number of Permitted Attachments in accordance with CITY's rights, reserved under this Agreement. On giving Licensee at least sixty (60) calendar days prior notice, CITY may reclaim the Reserved Capacity anytime during the period following the issuance of a Permit in which this Agreement is effective if required for CITY's future use, including the attachment of communications lines for internal CITY or governmental communications requirements or any energy related service involving the transfer or receipt of information or data concerning the use, measurement, monitoring, or management of energy utility services, including services such as load management or automated meter reading. CITY shall give Licensee the option to remove its Attachment(s) from the affected Pole(s) or to pay for the cost of any Make-Ready Work needed to expand Capacity so that Licensee can maintain its Attachment(s) on the affected Pole(s). The allocation of the cost of any such Make-Ready Work (including the transfer, rearrangement, or relocation of third party Attachments) shall be determined in accordance with Article 9. Notwithstanding the above, if CITY reclaims Reserved Capacity for which Licensee has received a Permit and paid CITY for Make-Ready Work but the installation of Licensee's Attachments is not complete, CITY shall refund all payments from Licensee for Application Fees and Make-Ready Work.

- 2.5 No Interest in Property. No use, however lengthy, of any CITY Facilities, and no payment of any fees or charges required under this Agreement, shall create or vest in Licensee any easement or other ownership or property right of any nature in any portion of such CITY Facilities. Neither this Agreement, nor any Permit granted under this Agreement, shall constitute an assignment to Licensee of any of CITY's rights to CITY Facilities. Notwithstanding anything in this Agreement to the contrary, Licensee shall, at all times, be and remain a licensee only.
- 2.6 Non-Exclusivity. CITY previously may have granted rights or privileges to use CITY Poles to others not parties to this Agreement, including rights or privileges to use Poles covered by this Agreement. CITY retains the right to continue and to amend such licenses or privileges and to grant rights and privileges to others after the execution of this Agreement. The rights granted to Licensee under this Agreement are subject at all times to CITY's right to its Poles and to the rights and privileges which CITY has granted or grants in the future to others. Notwithstanding anything to the contrary in this Agreement, Licensee shall be treated in a non-discriminatory manner.
- 2.7 Licensee's Right to Attach. Unless otherwise expressly provided for in this Agreement, other than a Permit issued pursuant to Article 6, nothing shall be construed as granting Licensee any right to attach Licensee's Communications Facilities to any specific Pole.
- 2.8 Franchise. Prior to applying for an Attachment Permit under this Agreement, Licensee must obtain (a) a franchise or other authority by ordinance authorizing Licensee to erect and maintain Licensee's Facilities within the public streets, highways, alleys, utility easements, and other public thoroughfares directly from the governing authority; and (b) any other necessary permits, authority, and consents from federal, state, municipal or other public authorities.
- 2.9 CITY's Rights over Poles. The Parties agree that this Agreement does not in any way limit CITY's lawful right to locate, operate, maintain, and remove its Poles in the manner that will best enable it to fulfill its service requirements.
- 2.10 Restrictions on Certain Poles. CITY may deny access to Poles in flood zones, river crossings or other locations where new Attachments cannot be accommodated without creating a potential to disrupt or impair CITY Facilities or endanger safety. In such instances CITY, in its sole discretion, may erect taller/larger Poles to accommodate Licensee's Attachments if the costs of such replacement Poles are approved and paid by Licensee in advance. Further, CITY may deny access or require the removal or modification, at Licensee's expense, of existing Attachments if it reasonably determines that Licensee's Facilities have insufficient clearance, or may create a potential to disrupt or impair CITY Facilities or endanger safety standards.
- 2.11 Expansion of Capacity. CITY will take reasonable steps to expand Pole system Capacity, at Licensee's expense, when necessary to accommodate Licensee's request for Attachment, and when consistent with City land use requirements of general applicability. Notwithstanding the foregoing sentence, nothing in this Agreement shall be construed to

require CITY to install, retain, extend, or maintain any Pole system for use when such Pole system is not needed for CITY's service requirements.

2.12 Permitted Uses. This Agreement is limited to the uses specifically stated in the Agreement, and no other use shall be allowed without CITY's express written consent to such use. Nothing in this Agreement shall be construed to require CITY to allow Licensee to use CITY's Poles after the termination of this Agreement.

2.13 Excluded Poles. Except as expressly consented to in writing, Licensee shall not make Attachments to any Poles used to support voltages in excess of 35kV and lighting standards. All Attachments approved and made will comply with all applicable industry standards and approved attachment methods, including drilling requirements for non-wood poles, as prescribed by CITY within the written consent.

3. FEES AND CHARGES

3.1 Payment of Fees and Charges. Licensee shall pay to CITY the applicable fees and charges specified in Appendix I and shall comply with the terms and conditions specified herein. As set out in Appendix I, each Attachment shall be billed at the single Pole Attachment rate as specified on Appendix I and which shall apply to all services, whether Cable Services, Telecommunications Services, or other Communications Services.

3.2 Payment Period. Fees shall be calculated and payable for the entire year during which Licensee holds a Permit for such Attachment.

3.3 Billing. CITY shall invoice Licensee annually. CITY will submit to Licensee an invoice for the annual rental period no later than January 31st of each year and payment shall be due and payable within 45 days of the invoice date. The invoice shall set forth the total number of Attachments for which Licensee was issued and/or holds a Permit(s) for Attachments as of December 31st of the previous rental year. If Licensee makes Attachments at any time after the December 31st calculation date, Licensee shall pay the full annual Attachment Fee for the additional Attachments at the next calculation date, as well as for existing Attachments, as follows: At each December 31st, CITY shall calculate the additional Attachments from the prior December 31st, and Licensee agrees to pay the full annual Attachment Fee for both the previous year and the upcoming year for such additional Attachments. For example, if Licensee has no Attachments for which an Attachment Fee is due on December 31, 2005, and has 20 such Attachments on December 31, 2006, the payment due in January of 2007 is equal to 40 times the Attachment Fee in effect (20 Attachment Fees for 2005, 20 Attachment Fees payable in advance for 2006). If Licensee has 100 Attachments on December 31, 2005, and 200 Attachments on December 31, 2006, the payment due in January of 2007 is equal to 300 times the current Attachment Fee (100 additional Attachment Fees for 2005, 200 Attachment Fees payable in advance for 2006). There is no pro rata or reduction of the Attachment Fee due to the fact that the Attachment was in place for only part of the year.

- 3.4 Refunds. No fees and charges specified in Appendix I shall be refunded on account of any surrender of a Permit granted hereunder. There is no pro rata refund of Attachment Fees if CITY or Licensee abandons a Pole.
- 3.5 Late Charge. If CITY does not receive payment for any Attachment Fee or other amount owed within thirty (30) calendar days after it becomes due, Licensee, upon receipt of fifteen (15) calendar days' prior written notice, shall pay interest to CITY equivalent to the lesser of One Percent (1%) per month or the maximum interest rate permitted by Texas law on the amount due from the original due date of the invoice.
- 3.6 Application Fees. Each application for an Attachment Permit must be accompanied by an Application Fee as described below to compensate CITY for administrative and other work required to process the application, perform the Pre-Construction Survey, In-Progress Inspection, and the initial Post-Construction Inspection. The Application Fee is set forth in Appendix I to this Agreement and may be amended in accordance with the terms of this Agreement.
- (i) Application for Permit with applicable Application Fee, submitted; and
 - (ii) Applicable per Pole fee for each Pole submitted on Appendix B to include the costs of Pre-Construction Survey, In-Progress Inspection, and the initial Post-Construction Survey
- 3.7 Payment for Make-Ready Work. Licensee will be responsible for payment to CITY for all Make-Ready Work required to accommodate Licensee's Communications Facilities and shall authorize its agreement to make payment by executing the CITY-provided Appendix C that shall contain CITY's cost for each specific Permit requiring Make-Ready Work.
- 3.8 Advance Payment. Licensee shall be required to pay in advance all reasonable costs, including, but not limited to, administrative, construction, inspections, and Make-Ready Work expenses, in connection with the initial installation or rearrangement of Licensee's Communications Facilities pursuant to the procedures set forth in Articles 6 and 7.
- 3.9 Determination of Charges. Wherever this Agreement requires Licensee to pay for work done or contracted by CITY, the charge for such work shall include all reasonable material, labor, engineering and administrative costs, and applicable overhead costs. Such costs will be determined in accordance with CITY's cost accounting systems used for recording capital and expense activities. If Licensee was required to perform work and fails to perform such work, CITY shall notify Licensee of the deficiency in writing and shall give Licensee 30 days to correct the deficiency. If Licensee fails to perform the work, necessitating its completion by CITY, CITY may either charge an additional ten percent (10%) to its costs or assess the charges specified in Appendix I.
- 3.10 Work Performed by CITY. Wherever this Agreement requires CITY to perform any work, Licensee acknowledges and agrees that CITY, at its sole discretion, may utilize its employees or contractors, or any combination of the two to perform such work.

- 3.11 Default for Nonpayment. Nonpayment of an undisputed amount due under this Agreement beyond ninety (90) days shall constitute a material default of this Agreement upon an additional thirty (30) days written notice. If Licensee disputes any amount claimed owed, Licensee shall pay the undisputed portion and shall provide a detailed explanation of the basis for its dispute.

4. SPECIFICATIONS

- 4.1 Installation/Maintenance of Communications Facilities. When a Permit is issued pursuant to this Agreement, Licensee's Communications Facilities shall be installed and maintained in accordance with the requirements of this Agreement, including the appropriate Appendices, and all Applicable Standards. Licensee shall, at its own expense, make and maintain its Attachments in safe condition and good repair in accordance with all Applicable Standards. Notwithstanding anything in this Agreement to the contrary, Licensee shall in no event be required to modify or upgrade its Attachments if not required to do so either by any generally applicable code, like the NESC or NEC, or other applicable government requirement.
- 4.2 Tagging. Licensee and any Overlapping third party shall Tag all mainline Communications Facilities, except coaxial cable, installed subsequent to the execution of this Agreement as specified in Appendix K and/or applicable federal, state and local regulations in effect upon installation of Licensee's Facilities; prior untagged Attachments of Licensee shall be Tagged within one year of the execution of this Agreement. Failure to provide proper tagging will be considered a violation of the Applicable Standards. Notwithstanding the foregoing, Licensee shall in no event be required to Tag Service Wires.
- 4.3 Interference. Licensee shall not allow its Communications Facilities to impair the ability of CITY, Joint-Pole Users, or any third party to use CITY's Poles, nor shall Licensee allow its Communications Facilities to interfere with the operation of any CITY Facilities. Licensee shall not be responsible for interference with future installations by Joint-Pole users or third parties, provided that Licensee's Attachments comply with all Applicable Standards and are Permitted Attachments.
- 4.4 Protective Equipment. Licensee, and its employees and contractors, shall utilize and install adequate protective equipment to ensure the safety of people and facilities. Licensee shall install, at its own expense, protective devices designed to handle the voltage and current impressed on its Communications Facilities in the event of a contact with the supply conductor. CITY shall not be liable for any actual or consequential damages to Licensee's Communications Facilities or Licensee's customers' facilities, except as provided in Article 16.
- 4.5 Overlapping. The following provisions will apply to Overlapping:

- 4.5.1 Any person, including Licensee, seeking to Overlash Licensee's existing Attachments shall first obtain a Permit pursuant to Article 6 and Appendix A for each such Overlash. Absent such authorization, Overlashing constitutes an Unauthorized Attachment and is subject to the Unauthorized Attachment Charge specified in Appendix I. Where such Overlashing by Licensee is to provide for "competitive service requirements", and where Licensee did not have reasonable advance knowledge of the potential for such "competitive service requirements", CITY will make all reasonable efforts to respond to the Application within 10 business days, including providing Licensee with estimates of CITY Make-Ready Work requirements. CITY shall, at the completion of the Pre-Construction Survey, notify Licensee that it may proceed with Overlashing if such can be performed in compliance with the Applicable Standards. CITY may schedule Make-Ready Work for Licensee upon receipt of acknowledgement that Licensee shall be responsible for all costs, including, but not limited to appropriate overtime and other related costs incurred by CITY. CITY shall not withhold Permits if such Overlashing can be accomplished consistent with Article 2, Section 2.3 and Articles 4 and 6 of this Agreement.
- 4.5.2 If Overlashing is required to accommodate facilities of a third party that is not Affiliated with Licensee, such third party must enter into a License Agreement with CITY and obtain Permits. CITY shall not grant Permits to third parties authorizing Overlashing of Licensee's Communications Facilities unless Licensee has first consented in writing to such Overlashing. Nothing in this Agreement shall prevent Licensee from seeking a contribution from an Overlashing third party to defray fees and charges paid by Licensee.
- 4.5.3 Licensee or Overlashing third party shall be responsible for all Make-Ready Work and other charges associated with accommodating the Overlashing, as evidenced on Appendix C, but shall not be required to pay a separate annual Attachment Fee for such Overlashed Attachment.
- 4.5.4 Make-Ready Work procedures set forth in Article 7 shall apply, as necessary, to all Overlashing.
- 4.6 Enclosures. On a going forward basis, Licensee shall not place Pedestals, Vaults and/or other ground-mounted facilities or below ground Enclosures on or within five (5) feet of any Pole or other CITY Facilities without CITY's prior written permission. If permission is granted, all such installations shall be per the Specifications found in applicable Appendices of this Agreement and charges as provided in Appendix I. Such permission shall not be unreasonably withheld.

- 4.7 Violation of Specifications. If Licensee's Communications Facilities, or any part thereof, are installed, used, or maintained in violation of this Agreement, and Licensee has not corrected the violation(s) within thirty (30) calendar days from receipt of written notice of the violation(s) from CITY, CITY, at its option, may correct said conditions. CITY will attempt to notify Licensee in writing prior to performing such work whenever practicable. When CITY believes, however, that such violation(s) pose an immediate threat to the safety of any person, interfere with the performance of CITY's service obligations, or pose an immediate threat to the physical integrity of CITY Facilities, CITY may perform such work and/or take such action as it deems necessary without first giving written notice to Licensee. As soon as practicable thereafter, CITY will advise Licensee of the work performed or the action taken. Licensee shall be responsible for all costs incurred by CITY in taking action pursuant to this Section.
- 4.8 Restoration of CITY Service. CITY's service restoration requirements shall take precedence over any and all work operations of Licensee on CITY's Poles. CITY may relocate, replace, renew or remove Licensee's Facilities, transfer them to substituted poles or perform any other work in connection with Licensee's Facilities that CITY deems desirable or necessary in the restoration of CITY Service, and CITY shall not be liable to Licensee for any actions CITY takes pursuant to this Section, except as provided in Article 16. Licensee shall reimburse CITY for the costs CITY incurs relating to such work within 45 days of the date CITY sends Licensee an invoice for such work.
- 4.9 Effect of Failure to Exercise Access Rights. If Licensee does not exercise any access right granted pursuant to this Agreement and/or applicable Permit(s) within ninety (90) calendar days after CITY notifies Licensee that Make-Ready Work is completed, CITY may use the space scheduled for Licensee's Attachment(s), for its own needs, Joint-Pole User's needs, or other Attaching Entities' needs. In such instances, CITY shall endeavor to make other space available to Licensee, upon written application for Permit per Article 6, as soon as reasonably possible and subject to all requirements of this Agreement, including the Make-Ready Work provisions.
- 4.10 Interference Test Equipment. To the extent Licensee furnishes Cable Services, it shall maintain necessary test equipment to identify signal interference to its customers and shall not identify CITY as the source of such interference absent a test report verifying the source.

- 4.11 Removal of Nonfunctional Attachments. At its sole expense, Licensee shall remove any of its Attachments or any part thereof that becomes nonfunctional and no longer fit for service (Nonfunctional Attachment) as provided in this Section 4.11. Except as otherwise provided, Licensee shall remove Nonfunctional Attachments within one (1) year of the Attachment becoming nonfunctional, unless Licensee receives written notice from CITY that removal is necessary to accommodate CITY's use of the affected Pole(s), pursuant to a reservation of Capacity, in which case Licensee shall remove such Nonfunctional Attachments within thirty (30) days of receiving the notice. Where Licensee has received a Permit to Overlash a Nonfunctional Attachment, such Nonfunctional Attachments should be removed at the time the Overlash is done by the Licensee. Licensee shall give CITY notice of any Nonfunctional Attachments.
- 4.12 Removal of Abandoned Facilities. Licensee agrees to remove, at Licensee's expense, all property or other facilities which Licensee has placed or in the future places on CITY Poles (1) which Licensee does not utilize for providing Licensee's services; (2) which Licensee abandons or has abandoned; or (3) if the operating Capacity of Licensee's Facilities has been replaced by other facilities. Where such removals constitute removal of all Attachments on a CITY's Pole(s), Licensee shall submit Appendix H, Notification of Attachment Removal, to CITY.

5. PRIVATE AND REGULATORY COMPLIANCE

- 5.1 Necessary Authorizations. Licensee shall be responsible for obtaining from the appropriate public and/or private authority or other appropriate persons any required authorization to construct, operate, and/or maintain its Communications Facilities on public and/or private property before it occupies any portion of CITY's Poles, including Joint-Pole Users' Poles. Upon request Licensee must provide CITY with evidence that appropriate authorization has been obtained before any Permit is issued to Licensee. Licensee's obligations under this Article 5 include, but are not limited to, its obligation to obtain all necessary approvals to occupy public/private rights-of-way and to pay all costs associated therewith, and to maintain such approval for the term of the Permit. Licensee shall defend, indemnify and reimburse CITY for all loss, costs and expense, including reasonable attorney's fees, that CITY may incur as a result of claims by governmental bodies, owners of private property, or other persons, that Licensee does not have sufficient rights or authority to attach Licensee's Communications Facilities on CITY's Poles.
- 5.2 Lawful Purpose and Use. Licensee's Communications Facilities must at all times serve a lawful purpose, and the use of such Licensee Facilities must comply with all applicable federal, state, and local laws.
- 5.3 Forfeiture of CITY's Rights. No Permit granted under this Agreement shall extend to any Pole on which the Attachment of Licensee's Communications Facilities would result in a forfeiture of CITY's rights. Any Permit, which on its face would cover Attachments that would result in forfeiture of CITY's rights, is invalid. Further, if any of Licensee's existing Communications Facilities, whether installed pursuant to a valid Permit or not,

would cause such forfeiture, Licensee shall promptly remove Licensee's Facilities upon receipt of written notice from CITY. If Licensee does not remove its Licensee Facilities within thirty (30) calendar days from CITY's issuance of the written notice, CITY will perform such removal at Licensee's expense. If any Attachment by Licensee leads to the termination of the rights of CITY and/or other Attaching Entities to occupy the real property on which CITY Poles are located, Licensee shall use its best efforts to restore CITY and/or other Attaching Entities to their original status before such Attachment was installed and agrees to pay CITY and/or other Attaching Entities all losses, damages and costs resulting from the Attachment and/or termination.

- 5.4 Effect of Consent to Construction/Maintenance. Consent by CITY to the construction or maintenance of any Attachments by Licensee shall not be deemed consent, authorization, or an acknowledgment that Licensee has the authority to construct or maintain any other such Attachments. It is Licensee's responsibility to obtain all necessary approvals for each Attachment from all appropriate parties or agencies.
- 5.5 Conflicts. If a difference or conflict in a specification, regulation, or practice exists, with the exception of pre-existing Attachments made prior to the effective date of this Agreement, the following rules will apply: (a) if one specification, regulation, or practice is more stringent than the other, the more stringent will apply; (b) if one of the conflicting specifications, regulations, or practices is not more stringent than the other, the specification, regulation, or practice of the National Electrical Safety Code will apply; (c) if the conflict cannot be resolved under the first two rules, CITY will determine in good faith which specification, regulation, or practice shall apply, with safety concerns given the highest priority in such determination.

6. PERMIT APPLICATION PROCEDURES

- 6.1 Permit Required. Licensee shall not install any Attachments on any CITY Pole without first submitting a Appendix B, Application to Attach, and obtaining a Permit pursuant to the applicable requirements of Appendix A. An installation plan as described in Appendix B will accompany each Application To Attach. Unless otherwise notified, CITY shall be presumed by Licensee to be the Joint-Use Pole Custodian for all CITY Joint-Use Poles. Pre-existing Attachment(s) of Licensee prior to January 2006 shall be grandfathered with respect to Permitting but shall be subject to the Attachment Fees and correction of any code violations whether known or unknown as of January 2006.

Notwithstanding the requirements of Section 6.1, Licensee may attach Service Wires to any Pole without first submitting an application for Permit requesting such Attachment; provided, however, that Licensee shall submit Appendix B, Part 3, Record of Service Wire Attachments as set forth in Appendix A. Service Wires are considered as Attachments as defined in Section 1.6 of this Agreement and are subject to all Applicable Standards and Attachment Fees. Records of Service Wire Attachments submitted are not subject to either component of the Application Fee.

- 6.2 CITY Review of Application to Attach. Upon receipt of a properly executed Application To Attach, installation plan, and the Application Fee, CITY, or its agent, will perform the Pre-Construction Survey. CITY will notify Licensee within forty-five (45) days of receipt of the Application To Attach whether access is granted or denied. Before Licensee attaches its Communications Facilities, CITY will discuss any issues with Licensee, including engineering or Make-Ready Work requirements associated with the application for Permit.
- 6.2.1 In making its decision as to whether to issue a Permit, CITY may consider engineering, safety and Capacity constraints, including Reserved Capacity. In addition, CITY may consider the aesthetic impact of the proposed Attachment to the extent that they would be inconsistent with City requirements on aesthetics.
- 6.2.2 CITY acceptance of the submitted design documents does not relieve the Licensee of full responsibility for any errors and/or omissions in the engineering analysis.
- 6.3 Permits for Overlashing. As set out in Article 4, Section 4.5, Permits are required for any Overlashing allowed under this Agreement, and Licensee, Licensee's Affiliate or third party, as applicable, shall pay any necessary Make-Ready Work costs to accommodate such Overlashing.
- 6.4 Performance of Make-Ready Work. If Make-Ready Work is required to accommodate Licensee's Attachments, CITY or its contractors shall perform such work pursuant to Article 7.
- 6.5 Permit as Authorization to Attach. After receipt of all payment for any necessary Make-Ready Work, CITY will sign and return the Appendix C, which shall serve as authorization for Licensee to make its Attachment(s) upon completion of all Make-Ready Work required to accommodate Licensee's Attachment(s).
- 6.6 Post-Construction Inspection. Licensee shall, within 30 days of completion of all work under an approved Permit, notify CITY, or its agent in writing that work is complete. CITY, or its agent, will perform the initial Post-Construction Survey to ensure that Licensee's Communications Facilities were installed on the identified Poles in compliance with the Applicable Standards in accordance with Article 4 and the Permit within 30 days of notification by Licensee in writing that work is complete. Where non-compliant Licensee work or Attachments are found during the initial Post-Construction Survey, subsequent follow-up inspection(s) by CITY, or its agent, as required to ensure compliance with the Applicable Standards will be performed. Licensee will be invoiced for all costs incurred by CITY, or its agent, in performing the follow-up inspections, including costs incurred resulting from additional trips where Licensee has incorrectly reported corrections to non-compliant Licensee Facilities. In no event shall Licensee be liable for the costs of any subsequent follow-up inspections that do not occur within 45 days of Licensee's written notification that its work is complete, unless CITY is delayed in performing such follow up inspection due to an event as provided for in Section 15.

7. MAKE-READY WORK/INSTALLATION

- 7.1 Make-Ready Work. In the event CITY determines that it can accommodate Licensee's request for Attachment(s), including Overlapping of an existing Attachment, it will advise Licensee by issuance of an Authorization for Make-Ready Work, set forth as Appendix C, including any Make-Ready Work charges necessary to accommodate the Attachment. Whenever CITY provides Make-Ready Work estimates for Licensee, CITY will incorporate the rearrangement costs of Joint-Pole Users and other Attaching Entities, where such costs are known, and will require advance payment from Licensee for those costs. In no event shall Licensee be responsible for any Make-Ready Work charges necessary to correct pre-existing non-compliant conditions that Licensee did not cause. As a part of the Make-Ready Work process, CITY will request Joint-Pole Users and other Attaching Entities to adjust their facilities to accommodate Licensee's Attachments within 30 days of CITY's request. Where such work is paid in advance by Licensee, CITY shall reimburse the Joint-Pole User or other Attaching Entities. In the event after CITY's commercially reasonable efforts, the Joint-Pole User or other Attaching Entity fails to accommodate CITY's request on behalf of Licensee, CITY shall perform Make-Ready Work to accommodate Licensee's request. In the event the Joint-Pole User or Attaching Entity accommodates CITY's request on behalf of Licensee, CITY shall reimburse the Joint-Pole User or other Attaching Entity. CITY shall not, however, perform Make-Ready Work on Joint-Pole User or third party Attaching Entity risers, splices, dead-ends, fiber and shall reimburse Licensee for any such Make-Ready Work charges paid to CITY.
- 7.2 Denial of Licensee's Attachments. In the event of a CITY denial of Licensee's proposed Attachment, CITY shall apply the denial in a nondiscriminatory manner where there is insufficient Capacity or for reasons of safety, reliability, and generally applicable engineering purposes.
- 7.3 Who May Perform Make-Ready Work. Make-Ready Work shall be performed only by CITY and/or a contractor authorized by CITY to perform such work. If CITY cannot perform the Make-Ready Work to accommodate Licensee's Communications Facilities within fifteen (15) calendar days after Licensee's payment of estimated Make-Ready Work costs, Licensee may seek permission from CITY for Licensee to employ a qualified contractor to perform such work.
- 7.4 Scheduling of Make-Ready Work. In performing all Make-Ready Work to accommodate Licensee's Communications Facilities, CITY will endeavor to include such work in its normal work schedule. In the event Licensee requests that the Make-Ready Work be performed on a priority basis or outside of CITY's normal work hours, Licensee agrees to pay any resulting increased costs, plus any additional administration costs that result from such request. Nothing herein shall be construed to give precedence to Licensee's work over the scheduled work or CITY service restoration.

7.5 Licensee's Installation/Removal/Maintenance Work.

7.5.1 All of Licensee's installation, removal and maintenance work shall be performed at Licensee's sole cost and expense, in a good and workmanlike manner, and must not adversely affect the structural integrity of CITY's Poles, or other CITY Facilities or any Joint-Use Pole CITY's or Other Licensees' facilities or equipment attached thereto. All such work is subject to the insurance requirements of Article 18.

7.5.2 All of Licensee's installation, removal and maintenance work performed on CITY's Poles in the vicinity of other CITY Facilities, either by its employees or contractors, shall be in compliance with all Applicable Standards specified in Article 4. Licensee shall assure that any person installing, maintaining, or removing Licensee's Facilities is fully qualified and familiar with all Applicable Standards, the provisions of Article 17, and the Design Specifications contained in Appendix D and Appendix E.

8. **TRANSFERS**

8.1 Required Transfers of Licensee's Communications Facilities. If CITY or a Joint-Pole User that is currently reserving space occupied by Licensee's Attachments, reasonably determines that a transfer of Licensee's Facilities is necessary, Licensee agrees to perform such transfer at its own expense, unless the transfer is requested by another Attaching Entity. If Licensee fails to transfer on the date specified after receiving notice from CITY, Licensee shall be responsible for the costs incurred by CITY for the return trip to the job site to remove the old pole. Further, if Licensee fails to transfer its Facilities within sixty (60) calendar days after receiving such written notice from CITY, CITY shall have the right to transfer Licensee's Facilities using its personnel and/or contractors at Licensee's expense plus the charge specified in Appendix I. CITY shall not be liable for damage to Licensee's Facilities, except as provided in Article 16. The written advance notification requirement of this Section shall not apply to emergency situations, in which case CITY shall provide such advance notice as is practical given the urgency of the particular situation. CITY then shall provide written notice of any such actions taken within ten (10) days of the occurrence. Irrespective of who owns them, Licensee is responsible for the transfer of facilities that are Overlashed onto Licensee's Attachments.

8.2 Billing for Transfers Performed by CITY. If CITY performs the transfer(s), CITY will bill Licensee for costs per Article 3, Section 3.9. Licensee shall reimburse CITY within thirty (30) calendar days of the receipt of the invoice.

8.3 CITY's Transfer or Relocation of Licensee's Attachments.

8.3.1 To obtain operational efficiency, at its option, CITY may transfer or relocate Licensee's Attachments as part of CITY's work on said Poles where CITY can do so safely and without damage to Licensee's Facilities. CITY shall provide

notification to Licensee of such transfers within fifteen (15) days of the completion of each transfer. CITY shall not be liable for damage to Licensee's Facilities except as provided in Article 16.

8.3.2 Licensee shall pay CITY \$25.00 for each Attachment that CITY transfers or relocates in 2006. The cost for CITY to transfer Licensee's Attachments may increase approximately 2% each year beginning in January 2007.

9. POLE MODIFICATIONS AND/OR REPLACEMENTS

9.1 Licensee's Action Requiring Modification/Replacement. In the event that any Pole to which Licensee desires to make Attachment(s) is unable to support or accommodate the additional facilities in accordance with all Applicable Standards, including flood zone requirements, CITY will notify Licensee of its approval or denial of such proposed Attachment and if approved, the necessary Make-Ready Work, and associated costs, to provide an adequate Pole, including, but not limited to, replacement of the Pole and rearrangement or transfer of CITY's Facilities. Whenever CITY provides Make-Ready Work estimates for Licensee, CITY will incorporate the rearrangement costs of Joint-Pole Users and other Attaching Entities, where such costs are known, and will require advance payment from Licensee for those costs. In no event shall Licensee be responsible for any Make-Ready Work charges necessary to correct pre-existing non-compliant conditions that Licensee did not cause. As a part of the Make-Ready Work process, CITY will request Joint-Pole Users and other Attaching Entities to adjust their facilities to accommodate Licensee's Attachments within 30 days of CITY's request. Where such work is paid in advance by Licensee, CITY shall reimburse the Joint-Pole User or other Attaching Entities. In the event after CITY's commercially reasonable efforts, the Joint-Pole User or other Attaching Entity fails to accommodate CITY's request on behalf of Licensee, CITY shall perform Make-Ready Work to accommodate Licensee's request. In the event the Joint-Pole User or Attaching Entity accommodates CITY's request on behalf of Licensee, CITY shall reimburse the Joint-Pole User or other Attaching Entity. CITY shall not, however, perform Make-Ready Work on Joint-Pole User or third party Attaching Entity risers, splices, dead-ends, fiber and shall reimburse Licensee for any such Make-Ready Work charges paid to CITY. In the event of a CITY denial of Licensee's proposed Attachment, CITY shall apply the denial in a nondiscriminatory manner where there is insufficient Capacity or for reasons of safety, reliability, and generally applicable engineering purposes.

9.2 Treatment of Multiple Requests for Same Pole. If CITY receives Permit applications for the same Pole from two or more prospective licensees within sixty (60) calendar days of the initial request, and accommodating their respective requests would require modification or replacement of the Pole, CITY will allocate among such licensees the applicable costs associated with such modification or replacement. Such allocation applies only to those Attachments involving cable/wire and not risers and/or other equipment.

- 9.3 Guying. The use of guying to accommodate Licensee's Attachments shall be provided by and at the expense of Licensee and to the satisfaction of CITY as specified in appropriate Appendices. On a going-forward basis, Licensee shall not attach its guy wires to CITY's anchors without prior written permission of CITY. If permission is granted, Make-Ready costs may apply. All appropriate anchors and guys shall be installed and appropriately tensioned by Licensee prior to placing cables and tensioning support messengers.
- 9.4 Allocation of Costs. The costs for any rearrangement or transfer of Licensee's Communications Facilities or the replacement of a Pole, including any related costs for tree-cutting or trimming required to clear the new location of CITY's cables or wires, shall be allocated to CITY and/or Licensee and/or other Attaching Entity, including Joint-Pole Users, on the following basis:
- 9.4.1 If CITY intends to modify or replace a Pole solely for its own requirements and not for aesthetic purposes under Section 9.6, it shall be responsible for the costs related to the modification/replacement of the Pole. Licensee shall be responsible for the rearrangement or transfer of Licensee's Communications Facilities within the timeframe specified by CITY except when the rearrangement or transfer of Licensee's Communications Facilities is required for a CITY competitive service other than energy related services as described in Section 2.4. Prior to making any such modification or replacement, CITY shall provide Licensee written notification of its intent to allow Licensee a reasonable opportunity to elect to modify or add to its existing Attachment. Should Licensee so elect, it must seek CITY's written permission per this Agreement. The notification requirement of this subsection 9.4.1 shall not apply to routine maintenance or emergency situations. If Licensee elects to add to or modify its Communications Facilities, Licensee shall bear the total incremental costs incurred by CITY in making the space on the Poles accessible to Licensee.
- 9.4.2 If the modification or the replacement of a Pole is the result of an additional Attachment or the modification of an existing Attachment sought by an Attaching Entity, the Attaching Entity requesting the additional or modified Attachment shall bear the entire cost of the modification or Pole replacement, as well as the costs for rearranging or transferring Licensee's Communications Facilities. This provision will not apply to modifications or replacements at the request of: a) CITY, except when the rearrangement or transfer of Licensee's Communications Facilities is required for a CITY competitive service other than energy related services as described in Section 2.4 or, b) an existing Joint-Pole User that is currently reserving space occupied by Licensee's Attachments. Licensee shall cooperate with such third party Attaching Entity to determine the costs of moving Licensee's Facilities
- 9.5 CITY Not Required to Relocate. No provision of this Agreement shall be construed to require CITY to relocate its Attachments or modify/replace its Poles for the benefit of Licensee, provided, however, that any denial by CITY for modification of the pole is applied in a nondiscriminatory manner.

- 9.6 Aesthetics. Consistent with the franchise agreement, Licensee will be required to bear all expenses associated with the relocation, re-routing, abandonment or upgrading of Licensee's Facilities required by a decision of CITY or any other governmental body having jurisdiction over the matter to beautify and/or improve the aesthetics of a given location in which CITY Poles may be located.

10. ABANDONMENT OR REMOVAL OF CITY FACILITIES

- 10.1 Notice of Abandonment or Removal of CITY Facilities. If CITY desires at any time to abandon, remove or relocate underground any CITY Facilities to which Licensee's Communications Facilities are attached, it shall give Licensee notice in writing to that effect at least sixty (60) calendar days prior to the date on which it intends to abandon or remove such CITY Facilities. Notice may be limited to thirty (30) calendar days if CITY is required to remove or abandon its Facilities as the result of the action of a third party and the greater notice period is not practical. Such notice shall indicate whether CITY is offering Licensee an option to purchase the Pole(s). If, following the expiration of the applicable notice period, Licensee has not yet removed and/or transferred all of its Communications Facilities and has not entered into an agreement to purchase CITY Facilities pursuant to Section 10.2 of this Article, CITY shall have the right, subject to any applicable laws and regulations, to have Licensee's Communications Facilities removed and/or transferred from the Pole at Licensee's expense, and subject Licensee to the provisions of Appendix I. CITY shall give Licensee prior written notice of any such removal or transfer of Licensee's Facilities.
- 10.2 Option to Purchase Abandoned Poles. Should CITY desire to abandon any Pole, CITY, in its sole discretion, may grant Licensee the option of purchasing such Pole at a rate negotiated with CITY. Licensee must notify CITY in writing within thirty (30) calendar days of the date of CITY's notice of abandonment that Licensee desires to purchase the abandoned Pole. Thereafter, Licensee must also secure and deliver proof of all necessary governmental approvals and easements allowing Licensee to independently own and access the Pole within forty-five (45) calendar days. Should Licensee fail to secure the necessary governmental approvals, or should CITY and Licensee fail to enter into an agreement for Licensee to purchase the Pole prior to the end of the forty-five (45) calendar days, Licensee must remove its Attachments as required under Section 10.1 of this Article 10. CITY is under no obligation to sell Licensee Poles that it intends to remove or abandon. Licensee shall save harmless CITY from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of or arising out of the presence or condition of such Pole or of any Attachments thereon; and shall pay CITY the then negotiated price of the Pole.
- 10.3 Underground Relocation. If CITY moves its aerial system underground, Licensee shall relocate Licensee's Communications Facilities within sixty (60) calendar days of receipt of notice from CITY or find other means to accommodate Licensee's Facilities. Failure of Licensee to remove Licensee's aerial Facilities upon CITY's conversion to underground may subject, in CITY's sole discretion, Licensee to the Underground

Relocation Charge provisions of Appendix I. If Licensee fails to remove Licensee's Facilities within ninety (90) calendar days of receipt of written notice, CITY shall have the right to remove Licensee's Facilities at Licensee's expense without prior approval of Licensee and without liability to CITY, unless agreed upon otherwise by CITY.

11. REMOVAL OF LICENSEE'S FACILITIES

Removal on Expiration/Termination. At the expiration or other termination of this Pole Attachment License Agreement or any individual Permit(s), unless the parties are in the process of negotiating a new Pole Attachment License Agreement in good faith, Licensee shall remove its Communications Facilities from the affected Poles at its own expense. If Licensee fails to remove such Licensee Facilities within one-hundred eighty (180) calendar days of expiration or termination or some greater period as allowed by CITY, CITY shall have the right to have such Licensee Facilities removed without liability, except as provided in Section 16.

12. TERMINATION OF PERMIT

12.1 Automatic Termination of Permit. Any Permit issued pursuant to this Agreement shall automatically terminate when Licensee ceases to have local franchise, other government authority or private property owner permission to construct and operate its Communications Facilities on public or private property, including federal property, at the location of the particular Pole(s) covered by the Permit. Notwithstanding the foregoing, to the extent Licensee is pursuing a challenge of the revocation of any such authority or permission, Licensee shall not be obligated to remove its Attachments and may remain on the particular Pole(s) until such time as all appeals and remedies are exhausted, provided Licensee agrees to indemnify CITY for any actual damages resulting from such revocation of authority or permission.

12.2 Surrender of Permit. Licensee may at any time surrender any Permit for Attachment and remove its Communications Facilities from the affected Pole(s). All such work is subject to the insurance requirements of Article 18. Licensee shall notify CITY following such removal with a list of vacated poles so that CITY can update its billing records. No refund of any fees or costs will be made upon removal. If Licensee surrenders such Permit pursuant to the provisions of this Article, but fails to remove its Attachments from CITY's Facilities within sixty (60) calendar days thereafter, CITY shall have the right to remove Licensee's Attachments at Licensee's expense

13 INVENTORY AND INSPECTION OF LICENSEE'S FACILITIES

13.1 Inspections. CITY may conduct an inspection of Attachments at any time. If any Attachments inspected are in violation of Article 4, Licensee shall correct all Attachments that it caused to be in non-compliance with Applicable Standards or CITY-approved modifications within thirty (30) calendar days of notification. Licensee shall pay the actual costs of the inspection related to inspection of Licensee's Facilities if performed by CITY. However, if the inspection related to inspection of Licensee's Facilities is performed by a third party, then Licensee shall pay the actual and reasonable costs of the

inspection. CITY may require that a representative of Licensee accompany CITY or its agent in any inspection of Licensee's Attachments. Any revisions to the Applicable Standards shall not be retroactive to existing Attachments, unless required by City, county, state or federal law. However, Licensee shall comply with any new Applicable Standards when Licensee next works on any Licensee Facility which is not in compliance.

- 13.2 Inventory Audit. CITY may conduct an audit of Licensee's Attachments to verify the number of Licensee's Attachments. If CITY's audit is for the purpose of gathering information on multiple licensees, CITY shall apportion the costs and expenses of the audit among all licensees as provided for in their respective agreements. If it is found that Licensee has made an Attachment without a Permit in accordance with Article 6 of this Agreement or Attachments that are being utilized to provide a service beyond which they were Permitted, Licensee shall pay an Unauthorized Attachment Charge as specified in Appendix I, in addition to applicable Permit charges and Make-Ready Work charges, if any.
- 13.3 Notice. CITY will give Licensee four weeks advance written notice of such inspections so that Licensee has an opportunity to participate, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been received. Before any inspections are performed, CITY shall notify Licensee and define the scope of the work desired and determine the estimated cost impact upon Licensee.
- 13.4 No Liability. The making of any inspections under this Article 13, or the failure to do so, shall not operate to impose upon CITY any liability of any kind whatsoever or relieve Licensee of any responsibility, obligations or liability, whether assumed under this Agreement or otherwise existing.
- 13.5 Attachment Records. Notwithstanding the above inspection provisions, Licensee is obligated to furnish CITY, on an annual basis, an up-to-date map depicting the locations of its Attachments in an electronic format specified by CITY.

14. UNAUTHORIZED OCCUPANCY OR ACCESS

- 14.1 Unauthorized Attachments. If any of Licensee's Attachments are found occupying any Pole for which no Permit has been issued, or any Attachments are found being utilized to provide a service beyond which they were Permitted, CITY, without prejudice to its other rights or remedies under this Agreement, will send Licensee a written notice of the Unauthorized Attachment(s). Licensee must submit an Application To Attach, the correct Application Fee, and the Unauthorized Attachment Charge (described below) to CITY within fifteen (15) calendar days after the date CITY sends Licensee the written notice of the Unauthorized Attachment(s). If such Attachment Fee, Unauthorized Attachment Charge, and associated completed Application To Attach is not received by CITY within fifteen (15) calendar days of the date the notice was sent, Licensee must remove Licensee's Facilities which constitute the Unauthorized Attachment(s) within

thirty (30) calendar days from the date CITY sent Licensee the written notice of the Unauthorized Attachment(s). If Licensee does not remove Licensee's Facilities, CITY may remove Licensee's Facilities without liability, and Licensee will promptly reimburse CITY for the removal expense.

- 14.2 Unauthorized Attachment Charge. CITY, without prejudice to its other rights or remedies under this Agreement, may assess an Unauthorized Attachment Charge as specified in Appendix I. Unauthorized Attachments will be assumed to have been installed by Licensee on the next day following the last inventory conducted by CITY as described in Section 13 or 5 years prior to the date the Attachment is discovered, whichever is shorter. The Unauthorized Attachment Charge is due and payable irrespective of whether a Permit is subsequently issued to Licensee for the Attachment(s).
- 14.3 No Ratification of Unlicensed Use. No act or failure to act by CITY with regard to said unlicensed use shall be deemed as ratification of the unlicensed use, and if any Permit should be subsequently issued, such Permit shall not operate retroactively or constitute a waiver by CITY of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regards to said unauthorized use from its inception.
- 14.4 Excessive Unauthorized Attachments. If Licensee is determined by CITY to have made more than thirty (30) Unauthorized Attachments cumulatively during any calendar year of this Agreement, Licensee shall be considered to be in breach of this Agreement and CITY will have the right to terminate this Agreement and require removal of all of Licensee's Facilities in accordance with Article 11 of this Agreement.

15. FORCE MAJEURE EVENT

If either Party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended only during the continuance of that inability. The Party so affected will give written notice of the existence, extent and nature of the Force Majeure to the other Party within forty-eight (48) hours after the occurrence of the event. The Party so affected will remedy its inability as soon as possible. Failure to give notice will result in the continuance of the affected Party's obligation regardless of the extent of any existing Force Majeure.

16. INDEMNIFICATION

- 16.1 Disclaimer of Liability: CITY shall not at any time be required to pay from its own funds for injury or damage occurring to any person or property from any cause whatsoever arising out of Licensee's construction, reconstruction, maintenance, repair, use, operation, condition or dismantling of Licensee's cable system or Licensee's provision of service.
- 16.2 Indemnification: Licensee shall, at its sole cost and expense, indemnify, defend and hold harmless CITY and all associated, Affiliated, allied and subsidiary entities of CITY, now existing or hereinafter created, and their respective officers, boards, commissions,

councils, employees, agents, attorneys, and contractors (CITY and such other persons and entities being collectively referred to herein as "Indemnitees"), from and against:

- 16.2.1 Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Licensee, its personnel, employees, agents, contractors, subcontractors or Affiliates, resulting in economic harm, personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, reconstruction, installation, operation, maintenance or condition of Licensee's Facilities or other property of Licensee or its Affiliates and any other facilities authorized by or Permitted under this Agreement (including those arising from any matter contained in or resulting from the transmission of programming over the Communications Facilities, but excluding any programming provided by the Indemnitees Communications Services or other services authorized by or Permitted under this Agreement, the release of hazardous substances, or; the failure to comply with any Federal, State or local statute, law, code, ordinance or regulation.
- 16.2.2 Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Licensee, its contractors or subcontractors, for the installation, construction, reconstruction, operation or maintenance of Licensee's Facilities (and any other facilities authorized by or Permitted under this Agreement or provision of Communications Services (or other services authorized by or Permitted under this Agreement, and, upon the written request of CITY, Licensee shall cause such claim or lien covering CITY's property to be discharged or bonded within thirty (30) days following such request.
- 16.2.3 Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any financing or securities offering by Licensee or its Affiliates for violations of the common law or any laws, statutes, or regulations of the State of Texas or the United States, including those of the Federal Securities and Exchange Commission, whether by Licensee or otherwise.

16.2.4 Licensee's obligation to indemnify Indemnitees under this Agreement shall not extend to claims, losses, and other matters covered hereunder that are caused or contributed to by the negligence of one or more Indemnitees. In such case the obligation to indemnify shall be reduced in proportion to the negligence of the Indemnitees. By entering into this Agreement, CITY does not consent to suit, waive its governmental immunity or the limitations as to damages contained in the Texas Tort Claims Act.

16.3 Assumption of Risk: Licensee undertakes and assumes for its officers, agents, contractors and subcontractors and employees (collectively "Licensee" for the purpose of this Section), all risk of dangerous conditions, if any, on or about any CITY-owned or controlled property, the streets and public ways, and Licensee hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitees' gross negligence) arising out of Licensee's installation, operation, maintenance or condition of the Communications Facilities or other facilities or Licensee's failure to comply with any Federal, State or local statute, law, code, ordinance or regulation.

16.4 Defense of Indemnitees: In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Licensee shall, upon notice from any of the Indemnitees, at Licensee's sole cost and expense, resist and defend the same with legal counsel selected by Licensee and consented to by CITY, such consent not to be unreasonably withheld; provided, however, that Licensee shall not admit liability in any such matter on behalf of the Indemnitees without their written consent and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Licensee.

16.5 Notice, Cooperation and Expenses: The Indemnitees shall give Licensee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section 16. Nothing herein shall be deemed to prevent the Indemnitees at their own expense from cooperating with Licensee and participating in the defense of any litigation by their own counsel.

17. DUTIES, RESPONSIBILITIES, AND EXCULPATION

17.1 Duty to Inspect. Licensee acknowledges and agrees that CITY does not warrant the condition or safety of CITY's Facilities or the premises surrounding the CITY Facilities, and Licensee further acknowledges and agrees that it has an obligation to inspect CITY's Poles, and/or premises surrounding the Poles prior to commencing any work on CITY's Poles or entering the premises surrounding the Poles.

17.2 Knowledge of Work Conditions. By executing this Agreement, Licensee warrants that it has acquainted, or will fully acquaint, itself and its employees and/or contractors and agents with the conditions relating to the work that Licensee will undertake under this

Agreement and that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.

- 17.3 Duty of Competent Supervision and Performance. The Parties further understand and agree that in the performance of work under this Agreement, Licensee and its agents, servants, employees, contractors and subcontractors will work near electrically energized lines, transformers, or other CITY Facilities, and it is the intention that energy therein will not be interrupted during the continuance of this Agreement, except in an emergency endangering life, grave personal injury, or property. Licensee shall ensure that its employees, servants, agents, contractors and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, employees of CITY, and the general public from harm or injury while performing work permitted pursuant to this Agreement. In addition, Licensee shall comply with all requirements of Chapter 752, Texas Health and Safety Code and shall furnish its employees, servants, agents, contractors and subcontractor's competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner. Licensee agrees that in emergency situations in which it may be necessary to de-energize any part of CITY's equipment, Licensee shall ensure that work is suspended until the equipment has been de-energized and that no such work is conducted unless and until the equipment is made safe.
- 17.4 Requests to De-energize. In the event CITY de-energizes any equipment or line at Licensee's written request and for its benefit and convenience in performing a particular segment of any work, Licensee shall reimburse CITY in full for all costs and expenses incurred in accordance with Article 3, Section 3.9, in order to comply with Licensee's request. Before CITY de-energizes any equipment or line, it shall provide, upon request, all costs and expenses to be incurred in accommodating Licensee's request.
- 17.5 Interruption of Service. In the event that Licensee causes an interruption of service by damaging or interfering with any equipment of CITY, Licensee, at its expense, shall immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting from and shall notify CITY immediately.
- 17.6 Duty to Inform. Licensee further warrants that it understands the imminent dangers, INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION, inherent in the work necessary to make installations on CITY's Poles by Licensee's employees, servants, agents, contractors or subcontractors, and Licensee accepts as its duty and sole responsibility to notify, inform, and keep informed Licensee's employees, servants, agents, contractors or subcontractors of such dangers, and to keep them informed regarding same.

18. INSURANCE

- 18.1 Insurance: During the term of this Agreement, Licensee shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:
- 18.1.1 Worker's compensation insurance meeting Texas statutory requirements and employer's liability insurance with minimum limits of Two Million Dollars (\$2,000,000) for each accident, and any applicable Federal insurance (such as Jones Act) of a similar nature.
 - 18.1.2 Commercial general liability insurance with minimum limits of Ten Million Dollars (\$10,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall include coverage for: products and completed operations liability; independent contractor's liability; and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.
 - 18.1.3 Pollution legal liability insurance (which provides coverage for sudden and accidental environmental contamination) with minimum limits of Five Million Dollars (\$5,000,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
 - 18.1.4 Broadcasters liability coverage for loss or damage arising out of publications or utterances in the course of or related to advertising, broadcasting, telecasting or other communication activities conducted by or on behalf of Licensee with minimum limits of Ten Million Dollars (\$10,000,000) as the combined single limit for each occurrence.
 - 18.1.5 Automobile liability insurance covering all owned, hired, and nonowned vehicles in use by Licensee, its employees and agents to comply with the provisions of Texas law with minimum limits of Two Million Dollars (\$2,000,000) as the combined single limit for each occurrence for bodily injury and property damage.
 - 18.1.6 All insurance policies other than those for worker's compensation and pollution legal liability insurance shall be written on an occurrence and not on a claims made basis.
 - 18.1.7 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated.
 - 18.1.8 All policies of insurance shall contain a waiver of subrogation clause consistent, however, with Section 16.2.4.

- 18.2 Named Insureds: All policies, except for worker's compensation policies, shall name CITY and all associated, Affiliated, allied and subsidiary entities of CITY, now existing or hereafter created, and their respective officers, boards, commissions, councils, employees, agents, attorneys and contractors, as their respective interests may appear" as additional insureds (CITY and such other persons and entities being collectively referred to herein as the "Additional Insureds") and shall include cross-liability coverage.
- 18.3 Evidence of Insurance: A certificate of insurance evidencing the preceding coverages shall be provided upon execution of this Agreement. Certificates of insurance for each insurance policy required to be obtained by Licensee in compliance with this Section, along with written evidence of payment of required premiums, shall be filed and maintained with CITY annually during the term Agreement. Licensee shall immediately advise the Additional Insureds of any claim or litigation that may result in liability to them.
- 18.4 Cancellation of Policies of Insurance: All insurance policies maintained pursuant to this Agreement shall contain an endorsement in the form set forth on Appendix J, or such subsequent form mutually agreed to between the Parties, requiring prior written notice to be given to CITY by the insurer of any intention to cancel or not renew such policy.
- 18.5 Insurance Companies: (a) All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Texas or surplus line carriers on the State of Texas Insurance Commissioner's approved list of companies qualified to do business in the State of Texas. (b) All insurance carriers and surplus line carriers shall be rated A- or better by A.M. Best Company. Should the rating of an insurance carrier fall below that set forth in the preceding sentence then Licensee shall either immediately obtain policies from carriers complying with the preceding rating or the CITY may obtain at Licensee's expense policies from carriers meeting the preceding rating requirement.
- 18.6 Deductibles: All insurance policies shall be written with a zero dollar deductible (no deductible).
- 18.7 Contractors: Licensee shall either (a) require that each and every one of its contractors and their subcontractors carry, in full force and effect, workers' compensation, commercial general liability, pollution legal liability insurance, and automobile liability insurance which complies with all terms of this Section 18, or (b) Licensee may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Licensee's policies).
- 18.8 Insurance Primary: As between CITY and/or Additional Insureds on the one hand, and Licensee on the other hand, if more than one policy of insurance does or may apply to a given claim or matter, then the policy maintained by Licensee pursuant to this Agreement shall be deemed the primary policy, and that policy shall contain a provision that states that it is the primary policy as opposed to any other policy of insurance that may apply to the CITY/Additional Insureds on any given claim or matter. The term "policy of

insurance" as applied to the Additional Insureds shall include any self-insurance program, self-insured retention or deductible, or risk pooling program or an indemnification, defense, or other similar program purchased or maintained by CITY/Additional Insureds.

- 18.9 Review of Limits: Once every year after 2006 during the term of this Agreement, CITY may review the insurance coverages to be carried by Licensee. If CITY determines that higher limits of coverage are necessary to protect the health, safety or welfare of the public or the interests of CITY or the Additional Insureds, Licensee shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense. However, such higher limits of coverage shall not be more than twice the limits set forth above.

19. AUTHORIZATION NOT EXCLUSIVE

CITY shall have the right to grant, renew and extend rights and privileges to others not party to this Agreement, including Joint-Use Pole owners, by contract or otherwise, to use CITY Facilities covered by this Agreement. Such rights shall not interfere with the rights granted to Licensee by the specific Permits issued pursuant to this Agreement.

20. ASSIGNMENT

- 20.1 Limitations on Assignment. Licensee shall not assign its rights or obligations under this Agreement, nor any part of such rights or obligations, without the prior written consent of CITY, which consent shall not be unreasonably withheld, conditioned, or delayed. As a condition of an assignment the proposed assignee shall execute a written acknowledgment that it has read, understood, and intends to abide by this Agreement, and that the assignee assumes all obligations and liabilities imposed by this Agreement on the former licensee.
- 20.2 Sub-licensing. On a going forward basis, without CITY's prior written consent, Licensee shall not sub-license to a third party, including, but not limited to, allowing third parties to place Attachments on CITY's Facilities, including Overlashing, or to place Attachments for the benefit of such third parties on CITY's Poles. Any such action shall constitute a material breach of this Agreement. The use of Licensee's Facilities by third parties (including, but not limited to, leases of dark fiber) that involves no additional Attachment or Overlashing is not subject to the provisions of this Article 20, Section 20.2.

21. FAILURE TO ENFORCE

Failure of CITY or Licensee to take action to enforce compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect until terminated, in accordance with this Agreement.

22. TERMINATION OF AGREEMENT

- 22.1 Notwithstanding CITY's rights under Article 12, CITY shall have the right, pursuant to the procedure set out in Article 22, Section 22.2, to terminate this entire Agreement, or any Permit issued hereunder, whenever Licensee is in default of any term or condition of this Agreement, including, but not limited to, the following circumstances:
- 22.1.1 Construction, operation or maintenance of Licensee's Communications Facilities in violation of law or in aid of any known unlawful act or undertaking; or
 - 22.1.2 Construction, operation or maintenance of Licensee's Communications Facilities after any authorization required of Licensee has lawfully been denied or revoked by any governmental or private authority, subject to Section 12.1.
 - 22.1.3 Construction, operation or maintenance of Licensee's Communications Facilities without the insurance coverage required under Article 18.
- 22.2 CITY will notify Licensee in writing within fifteen (15) calendar days, or as soon as reasonably practicable, of any condition(s) applicable to Section 22.1 above. Licensee shall take immediate corrective action to eliminate any such condition(s) within fifteen (15) calendar days, or such longer period mutually agreed to by the parties, and shall confirm in writing to CITY that the cited condition(s) has (have) ceased or been corrected. If Licensee fails to discontinue or correct such condition(s), and/or fails to give the required confirmation, CITY may immediately terminate this Agreement or any Permit(s) upon thirty (30) days written notice to Licensee. In the event of termination of this Agreement or any of Licensee's rights, privileges or authorizations hereunder, CITY may seek removal of Licensee's Communications Facilities pursuant to the terms of Article 11, provided, that Licensee shall be liable for and pay all fees and charges to CITY pursuant to terms of this Agreement until Licensee's Communications Facilities are actually removed. Licensee will reimburse CITY all costs associated with removal of Licensee's Communications Facilities within thirty (30) days of invoicing.

23. TERM OF AGREEMENT

- 23.1 Term. This Agreement shall become effective upon its execution and if not terminated in accordance with other provisions of this Agreement, shall continue in effect for a term of five (5) years and renewing thereafter in one-year intervals unless terminated by either Party. Either Party may terminate this Agreement after the end of the initial five (5)-year term by giving to the other Party written notice of an intention to terminate the Agreement at least one-hundred-eighty (180) calendar days prior to the date of termination.
- 23.2 Survival of Obligations. Even after the termination of this Agreement, and subject to any applicable statute of limitations, the Parties' responsibility and indemnity obligations to each other shall continue with respect to any claims or demands related to this Agreement as provided for in Article 16.

24. AMENDING AGREEMENT

Notwithstanding other provisions of this Agreement, the terms and conditions of this Agreement shall not be amended, changed, or altered except in writing signed by authorized representatives of both Parties.

25. DISPUTE RESOLUTION

This Article shall govern any dispute resolution process between CITY and Licensee arising from or related to the subject matter of this Agreement that is not resolved by agreement between their respective personnel responsible for day-to-day administration and performance of this Agreement. Upon mutual agreement of the Parties, prior to the filing of any suit with respect to such a dispute, other than a suit seeking injunctive relief with respect to intellectual property rights, the Party believing itself aggrieved ("the Invoking Party") will call for progressive management involvement in the dispute negotiation by giving written notice to the other Party. Such a notice will be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement. CITY and Licensee will use their best efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between their negotiators at the following successive management levels, each of which will have a period of allotted time as specified below in which to attempt to resolve the dispute:

	<u>CITY</u>	Licensee	
First Level	<i>City Pole Attachment Representative</i>	<i>New Construction Supervisor</i>	5 days
Second Level	<i>Electric Distribution Manager</i>	<i>Construction Services Manager</i>	5 days
Third Level	<i>Director of Electric Utilities</i>	<i>Director of Systems Engineering</i>	15 days

The allotted time for the first-level negotiators will begin on the third day following delivery of the Invoking Party's notice. If a resolution is not achieved by the negotiators at any given management level at the end of their allotted time, then the allotted time for the negotiators at the next management level, if any, will begin on the next business day unless the Parties agreed otherwise. If a resolution is not achieved by negotiators at the final management level within their allotted time, then either Party may within ten (10) days thereafter request non-binding mediation to resolve the dispute. The mediation shall take place in a location mutually agreed to by the Parties. The allotted period for completion of the mediation shall be thirty (30) days. Notwithstanding the foregoing, either Party may file an action in a court of competent jurisdiction within the State of Texas to resolve the dispute at any time unless otherwise agreed.

26. NOTICES

26.1 Notice.

a) Wherever this Agreement requires notice to be given as to Sections 16, 18, 20, 22, 24, 25, 27, or 28 by either Party to the other, such notice shall be in writing and delivered to the other Party via certified mail, return receipt requested, or national overnight delivery service with postage prepaid, and, except where specifically provided for elsewhere, properly addressed as follows:

If to CITY: City of College Station
 Attn: City Attorney
 P. O. Box 9960
 1101 Texas Avenue
 College Station, TX 77840

If to Licensee: Cebridge Acquisition, L.P.,
 DBA Suddenlink Communications
 Attn: Legal Department
 12444 Powerscourt Drive, Suite 140
 St. Louis, MO 63131

(with copy to) Cebridge Acquisition, L.P.,
 DBA Suddenlink Communications
 Attn: Director of Operations
 4114 E. 29th Street
 Bryan, TX 77802

b) Wherever this Agreement requires notice to be given as to any other section of this Agreement by either Party to the other, such notice shall be in writing and delivered to the other Party via certified mail, return receipt requested, or national overnight delivery service with postage prepaid, and, except where specifically provided for elsewhere, properly addressed as follows:

If to CITY: City of College Station
 Attn: Director of Electric Utilities
 P. O. Box 9960
 1601 Graham Rd.
 College Station, TX 77842

If to Licensee: Cebridge Acquisition, L.P.,
 DBA Suddenlink Communications
 Attn: Director of Operations
 4114 E. 29th Street
 Bryan, TX 77802

or to such other address as either Party, from time to time, may give the other Party in writing.

Notices shall be deemed to have been delivered upon the actual, verifiable date of receipt or refusal of delivery thereof by the recipient Party.

- 26.2 Emergency Contact. Each Party shall maintain a staffed 24-hour emergency telephone number where a Party can contact the other Party to report damage to the other Party's Facilities or other situations requiring immediate communications between the Parties. Such contact person shall be qualified and able to respond to the other Party's concerns and requests. Failure to maintain an emergency contact shall subject the Licensee to a charge equal to the actual costs incurred by CITY per incident and shall eliminate CITY's liability to Licensee for any actions that CITY deems reasonably necessary given the specific circumstances.

27. RECEIVERSHIP, FORECLOSURE, OR ACT OF BANKRUPTCY:

- 27.1 The rights granted to Licensee hereunder, at the option of CITY shall cease and terminate one hundred twenty (120) days after the appointment of a receiver or receivers, or trustee or trustees, to take over and conduct the business of Licensee whether in a receivership, reorganization, bankruptcy or other action or proceeding unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

27.1.1 to the extent permitted by law, within one hundred twenty (120) days after their election or appointment, such receivers or trustees shall have complied fully with all the terms and provisions of this Agreement granted pursuant hereto, and the receivers or trustees within said one hundred twenty (120) days shall have remedied all defaults under the Agreement, if any; and

27.1.2 to the extent permitted by law, within said one hundred twenty (120) days, such receivers or trustees shall execute an agreement duly approved by CITY having jurisdiction in the premises, whereby such receivers or trustees assume and agree to be bound by each and every term, provision and limitation of this Agreement.

- 27.2 In the case of foreclosure or other judicial sale of the plant, property and equipment of Licensee, or any part thereof, including or excluding this Agreement, CITY may serve notice of termination upon Licensee and the successful bidder at such sale, in which event the Agreement herein granted and all rights and privileges of the Agreement hereunder shall cease and terminate thirty (30) days after service of such notice, unless:

27.2.1 CITY shall have approved the transfer of this Agreement, as and in the manner in this Agreement provided; and

27.2.2 Unless such successful bidder shall have agreed with CITY to assume and be bound by all the terms and conditions to this Agreement.

- 27.3 Licensee shall notify CITY not later than thirty (30) days of the filing of a receivership, reorganization, bankruptcy or other such action or proceeding by or against Licensee.

28. PERFORMANCE BONDS

- 28.1 Prior to making any Attachments under this Agreement, Licensee shall furnish and maintain throughout the term of this Agreement, and thereafter until all of the obligations of Licensee have been fully performed, a bond, or other Security Instrument satisfactory in form and content to CITY in substitution therefor, to guarantee the payment of any sums which may become due to CITY or a CITY agent for Pole Attachment Fees, inspections, inventories, Make-Ready Costs, Unauthorized Attachment Charges, for work performed for the benefit of Licensee under this Agreement, including the removal of Attachments upon termination of this Agreement, for any expense that may be incurred by CITY or a CITY agent because of any default of Licensee, or for any other expense that is to be borne by Licensee under this Agreement. The initial amount of said Security Instrument shall be an amount equal to \$20 multiplied by the number of CITY Poles with Licensee Attachments. Based on the currently known number of CITY Poles with Licensee Attachments, the initial bond amount to be submitted is \$85,400 (\$20 x 4270 Poles). The Security Instrument shall be increased or decreased after the next inventory audit in an amount to be determined by CITY in its sole discretion. Failure to provide and maintain the aforementioned Security Instrument shall be deemed a default under this Agreement, in which event CITY shall have the right to pursue any and all remedies set forth in this Agreement. The furnishing of such Security Instrument shall not affect, limit, diminish or otherwise reduce any obligations of Licensee under this Agreement. The institution providing the Security Instrument shall be a U.S. Treasury listed company and authorized to write bonds in the State of Texas.
- 28.2 Within thirty (30) days after notice to Licensee that any amount has been drawn against the bond by CITY, Licensee shall take action to replenish the bond to its prior amount.
- 28.3 Licensee shall provide CITY with thirty (30) days prior written notice of any cancellation or replacement of the bond. Failure to maintain the bond throughout the term of the Agreement shall constitute a material breach of the Agreement retroactive to the date of the notice of cancellation of the bond.

29. ENTIRE AGREEMENT

Except as to any payments or credits due under previous agreements as of the execution of this Agreement, this Agreement supersedes all previous agreements, whether written or oral, between CITY and Licensee for placement and maintenance of Licensee's Facilities on CITY's Poles within the geographical service area covered by this Agreement; and there are no other provisions, terms or conditions to this Agreement except as expressed herein.

30. SEVERABILITY

If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of the Agreement to either Party, such provision shall not render unenforceable this entire Agreement but rather it is the intent of the parties that this Agreement be administered as if not containing the invalid provision.

31. GOVERNING LAW

The validity, performance and all matters relating to the effect of this Agreement and any amendment hereto shall be governed by the laws (without reference to choice of law) of the State of Texas.

32. INCORPORATION OF RECITALS AND APPENDICES

The Recitals stated above and all appendices to this Agreement are incorporated into and constitute part of this Agreement.

33. MISCELLANEOUS PROVISIONS

- 33.1 Revisions to Appendices. The Appendices to this Agreement are part of the Agreement. CITY may revise any of the Appendices to this Agreement at any time upon thirty (30) days prior written notice to Licensee. Upon acceptance by the Licensee and Joint-Pole Users, the revised Appendix will become a part of this Agreement and Licensee shall comply with any new requirements on a going forward basis, except as otherwise specifically provided in this Agreement. Licensee will be deemed to accept the revised Appendix if CITY does not receive a written rejection of the Appendix from Licensee within sixty (60) calendar days of the date CITY sends the revised Appendix to Licensee. If CITY receives a written rejection within the sixty (60)-calendar day period, and Licensee and CITY are unable to reach a compromise, the new requirement(s) shall become effective or either Party may seek dispute resolution in accordance with Section 25 of this Agreement or judicial or administrative review.
- 33.2 No Waiver. The failure of CITY or Licensee to enforce or to insist upon compliance with any of the terms or conditions of this Agreement does not constitute a waiver or relinquishment of any terms or conditions of the Agreement.
- 33.3 Prior Agreements. Except as to any payments or credits due under prior agreements as of the execution of this Agreement, this Agreement supersedes all prior Agreements, oral or otherwise, between the parties providing for Attachment of Licensee's Facilities to CITY Poles. All Attachments existing as of the execution of this Agreement and all future Attachments are and shall be governed by this Agreement, except that it is not necessary for Licensee to obtain a new Attachment Permit for Attachments authorized prior to the execution of this Agreement under Permits obtained under prior agreements between Licensee and CITY. From time to time, the Applicable Standards incorporated into this

Agreement may be revised by CITY to reflect changes in national standards, laws, technology and working conditions. Except as required by federal, state, or municipal law, rule, regulation, or ordinance, any of Licensee's Facilities which were installed in compliance with the Applicable Standards at the time of said installation shall be excepted from such new Applicable Standards until Licensee next performs work on those Facilities. Thereafter, when Licensee next performs work on Licensee's Facilities that do not comply with the revised Applicable Standards, Licensee shall insure that such locations are brought into compliance with all revised Applicable Standards.

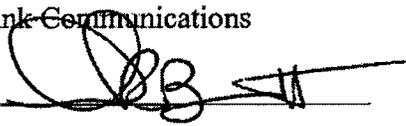
- 33.4 Contractors and Agents Bound. Licensee agrees to include in all its contracts and agreements with independent contractors or agents provisions which are consistent with and which will fulfill the requirements of this Agreement, including, without limitation, the indemnities, all waivers of liability and insurance requirements.
- 33.5 No Third Party Beneficiaries. The terms and provisions of this Agreement are intended to be for the benefit of CITY and Licensee except as otherwise provided in this Agreement, and nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties to this Agreement, any benefits, rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

City College Station, Texas

Cebridge Acquisition, L.P., DBA
Suddenlink Communications

Signed: _____

Signed:  _____

Name: _____

Name: Dale Bennett

Title: _____

Title: Senior Vice President

Date: _____

Date: 8/18/06

ATTEST:

CONNIE HOOKS, City Secretary

Date: _____

APPROVED:

GLENN BROWN, City Manager

Date: _____



City Attorney

Date: _____

JEFF KERSTEN, Chief Financial Officer

Date: _____

List of Appendices

- Appendix A -- Attachment Permit Procedure
- Appendix B -- Attachment Application and Attachment Permit
- Appendix C -- Authorization for Make-Ready Work
- Appendix D -- Specifications for Licensee's Attachments
- Appendix E -- Pole Specifications
- Appendix F -- Reserve for CITY Future Use
- Appendix G -- Reserve for CITY Future Use
- Appendix H -- Notification of Attachment Removal by Licensee
- Appendix I -- Schedule of Pole Attachment Rates
- Appendix J -- Form of Insurance Cancellation Notice
- Appendix K -- Tag List

APPENDIX A
Attachment Permit Procedure
Page 1

- I. Before Licensee makes any Attachment, except Service Wires, to the Poles owned by CITY, or performs any OverLashing to existing Attachments on CITY's Poles, Licensee shall request permission in writing using the Application To Attach form attached hereto and identified as Appendix B, Part 1, attaching thereto an installation plan and drawings for each Pole line where Licensee desires to make Attachments, which shall consist of maps adequate to enable CITY to identify and locate the Poles to which Licensee desires to attach, the weight, tension and size of the Attachments to be placed on such Poles. No Application To Attach form shall include more than 25 Poles unless prior permission is obtained from CITY or except as otherwise expressly permitted in the Agreement. Nothing in this paragraph shall be construed to require Licensee to submit an Application To Attach for (i) Authorized Attachments of Licensee existing on Poles owned by CITY as of January 2006 or (ii) for Attachments to Poles which come to be owned by CITY where such exist as of the date such Poles come to be owned by CITY. For Service Wires, Licensee shall submit Appendix B, Part 3, Record of Service Wire Attachments to CITY within 30 days of the installation of Service Wires so that CITY may adjust CITY's inventory records for the placement of such Attachments. Licensee may furnish a summary Record of Service Wire Attachments periodically, but not less than monthly, listing all such Service Wires placed on CITY's Poles. Such listing shall consist of a map designating the Pole(s), including any intermediate Poles, to which such Service Wires are attached and the number of such Service Wires if not attached in the same foot of space. Service Wires which are located within Licensee's Assigned Space, as defined in Section I of the Agreement, on previously Permitted Poles, do not require such Notice. Nonetheless, all Service Wire installations must comply with, and are subject to, all other provisions of this Agreement. Service Wires are not subject to Post-Construction Inspections and Service Wires Reported on Records of Service Wire Attachments are not subject to either portion of the Application Fee.

- II. Each Appendix B, Application To Attach form submitted by Licensee shall be accompanied with an Application Fee as set forth in Appendix I as to each Appendix B to cover CITY's costs, including, but not limited to processing the application, and performing the Pre-Construction Survey and Post-Construction Inspection of the Poles covered by the application:

Failure to include payment of the Application Fee when submitting an Appendix B will result, at CITY's option, in the returning of the Appendix B to Licensee unapproved or holding Appendix B until payment is received. In the event CITY denies Licensee's attachment request, in whole or in part, CITY shall refund Licensee \$15 for each rejected Pole or for every Pole where Licensee decides not to proceed with Make-Ready Work.

- III. All Poles shall remain the property of CITY and any payments made by Licensee for changes in Poles under this Agreement shall not entitle Licensee to ownership of any Poles.

- IV. A single Application To Attach may be submitted for multiple Poles in a Pole line or area of operations. However, each Application To Attach may include only one Attachment that is subject to an Attachment Fee on each of the Poles. If one or more of the Poles will have more than one Attachment that is subject to an Attachment Fee, then a separate Application To Attach must be submitted for the additional Attachments.

APPENDIX A
Attachment Permit Procedure
Page 2

- V. In the event Licensee requires a source of commercial electrical energy for any Attachment on any of CITY's Poles, Licensee will obtain such energy from CITY and CITY will supply such energy in accordance with its standard service policies and rates and tariffs. Any and all Attachments made to CITY's electrical system will be performed by CITY.

- VI. In the event Licensee or its agent connects any device to CITY's electrical system, such connection shall be considered a default under the terms of this Agreement and CITY shall have the right to any and all remedies allowed by this Agreement. Further, Licensee shall pay the estimated costs of energy consumed by such device for a period equal to one month after the manufacture date of the equipment through the date discovered by CITY. In addition to the remedies which are provided in this Agreement, Licensee is also subject to the terms of CITY's Service Rules and Regulations, including but not limited to terms related to theft of electrical service, and to any other remedies available to CITY at law or in equity.

**APPENDIX B – Part 3,
RECORD OF SERVICE WIRE ATTACHMENTS**

Submitted by Licensee: _____ Licensee Request No. _____

CITY Request No. _____

(To be completed by Licensee)

To Director of Electric Utilities
City of College Station
P. O. Box 9960
1601 Graham Rd.
College Station, TX 77842

Date: _____

Licensee hereby submits notification, pursuant to its Pole Attachment License Agreement, of the initial Attachment of _____ Service Wire(s) on Poles belonging to CITY. The Attachments are detailed on the attached list, which includes all Service Wires, the address of the Service Wire(s), any intermediate Poles, the number of Service Wires at each location, and the date each Service Wire was installed. Service Wires reported on Records of Service Wire Attachments are not subject to either portion of the Application Fee. Notwithstanding the foregoing, the list of Service Wire Attachments shall be considered proprietary and confidential and shall be used by CITY only for operational purposes to carry out obligations of Licensee under this Agreement.

Name (Printed): _____

Phone: _____

Signature: _____

Fax: _____

**APPENDIX C
AUTHORIZATION FOR MAKE-READY WORK**

Submitted by Licensee: _____ Licensee Request No: _____

CITY Tracking No: _____

Part 1 (Completed by Licensee)

To Director of Electric Utilities Date: _____
City of College Station
P. O. Box 9960
1601 Graham Rd.
College Station, TX 77842

(Check 1 of these 2)

_____ Licensee agrees to pay the costs related to CITY's Make-Ready Work required for the Attachments requested herein. A check for the costs to make the Poles suitable for the requested Attachments in the amount of \$ _____ is attached. CITY is hereby requested to proceed to make the necessary changes. Please keep us informed as to the status of your work.

_____ Licensee has decided not to make the Attachments listed in this request.

Name (Printed): _____ Phone: _____

Signature: _____ Fax: _____

Part 2 (Completed by CITY)

To: _____ Date: _____

CITY has completed the work required to prepare the Poles listed in your Application for your Attachments.

Licensee shall provide notice to CITY (1) at least 48 hours in advance of beginning Licensee's construction and (2) upon completion of Licensee's work associated with this Application. This Application, and CITY's job order associated with this request, will not be closed until we receive notice that all Licensee's work is complete and CITY has completed its final inspection of Licensee's Facilities installed or modified on CITY's Poles covered by this Application.

Licensee must notify CITY within thirty (30) days of completion of Licensee's construction.

Name (Printed): _____ Phone: _____

Signature: _____ Fax: _____

APPENDIX D
SPECIFICATIONS FOR LICENSEE'S ATTACHMENTS
Page 1

The following engineering and construction practices will be followed by Licensee when making new Attachments to CITY Poles on or after the effective date of this Agreement.

- I. Attachment and Cable Clearances: Licensee's Attachments on CITY Poles, including metal attachment clamps and bolts, metal cross-arm supports, bolts and other equipment, must be attached so as to maintain the minimum clearances specified in the National Electrical Safety Code and in drawings and specifications CITY may from time to time furnish Licensee.
- II. Sag and Mid-Span Clearances: Licensee will be particularly careful to leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are (a) achieved at Poles located on both ends of the span; and (b) retained throughout the span. At mid-span, a minimum of 12" of separation must be maintained between any other communications cables. At the Pole support, a 12" separation must be maintained between Licensee and any other connection.
- III. Vertical Runs on Poles: All vertical runs on Poles, including those for power feed for TV amplifiers, shall be placed on the quarter faces of the Pole and shall be covered by a riser guard with a two-inch (2") clearance in any direction from cable, bolts clamps, metal supports and other equipment. Secondary cable providing service to streetlights may be covered with non-metallic conduit to allow minimum clearances to communication cables as permitted in the National Electric Safety Code.
- IV. Cable Bonding: Licensee's messenger cable shall be bonded to CITY's Pole ground wire at each CITY Pole that has a ground wire. Under no condition will CITY's vertical ground wire be broken, cut, severed, or otherwise damaged by the Licensee. It shall be the responsibility of the Licensee to instruct its personnel working on CITY's Poles of the dangers involved in bonding its wires to the Electric Company's "vertical ground wire" and associated dangers thereof, and to furnish adequate protective equipment so as to save its personnel from bodily harm. CITY assumes no responsibility either for instructing Licensee's personnel, for furnishing equipment to the Licensee or its personnel, or for any liability resulting from the Licensee's personnel working on CITY's Poles.
- V. Down Guys and Anchors:
 - A. Licensee's down guys shall be effectively insulated and shall not provide a current path to ground from the Pole ground or power system neutral.
 - B. Unless otherwise specifically provided in the Pole Attachment License Agreement, Licensee's down guys shall not be attached to a CITY anchor. Licensee must provide its own anchor.

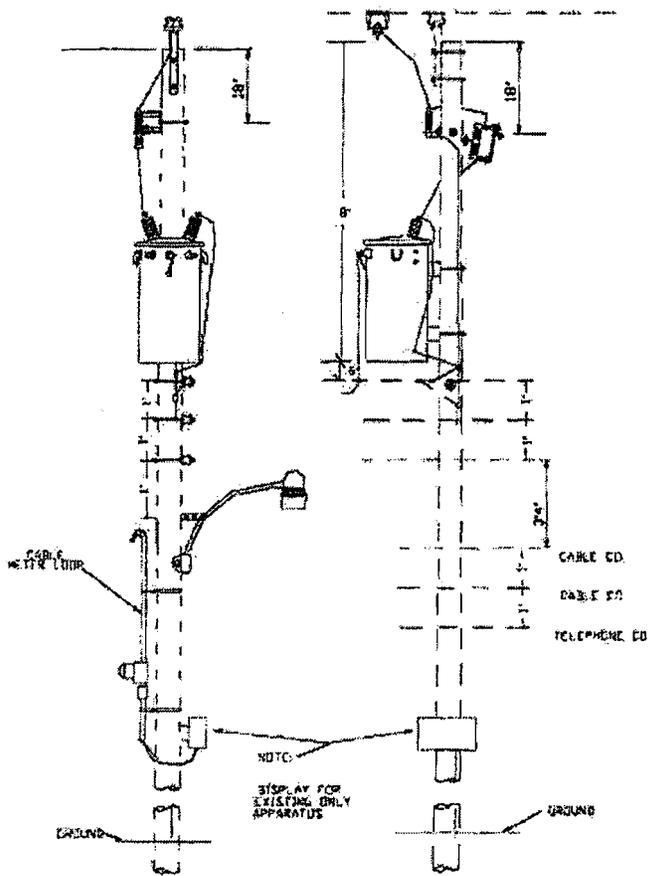
APPENDIX D

Page 2

- VI. Service Wire Clearance: The parallel minimum separation between Licensee's Service Wires and telephone service drops shall be twelve (12) inches.
- VII. Customer Premises: Licensee's service drop into customer premises shall be protected as required by the most current edition of the National Electrical Code.
- VIII. Service Clearances: A four-inch (4") separation shall be maintained, between CITY's service cable and/or any Other Licensees' facilities located on the customer's private property in accordance with the National Electrical Code.
- IX. Climbing Space: A clear climbing space must be maintained at all times on the face of the Pole. All Attachments must be placed as to allow and maintain a clear and proper climbing space on the face of the CITY Pole. Licensee's Attachments shall be placed on the same side as power neutral unless otherwise specified by CITY. In general, all other Attachments and vertical runs should be placed on Pole quarter faces.
- X. Riser Installations: All Licensee's riser installations shall be placed on metal stand-off brackets.
- XI. Telecommunication Cables. All telecommunications cables not owned by CITY shall be attached within the communications space that is located 40 inches below the CITY neutral or the lowest CITY-owned effectively grounded equipment or messenger, which can include CITY figure-eight communication cable or CITY fiber optic cable.
- XII. Safety Zone. No mounting brackets are permitted in the safety zone. The safety zone between communications facilities and supply facilities on the same Pole extends horizontally out to the boundaries of the climbing space and working space. The safety zone is measured vertically from the level of the closest surface of the communications facility to the level of the closest surface of the supply facility. The required clearance of the safety zone is measured vertically between the levels of the equipment involved. Stand-off bracket installation will not be allowed to meet the 40" clearance requirement.

APPENDIX E

TYPICAL CATV
COMPANY EQUIPMENT ATTACHMENT ON CS OWNED POLE



(1) REFER TO CS SERVICE ENTRANCE REQUIREMENTS MANUAL FOR APPROPRIATE METER LOOP SPECIFICATIONS

CITY OF COLLEGE STATION			
ATTACHMENT			
College Station Utilities 1001 Station Road College Station, TX 77902			
DATE	BY	APP. BY	REVISED
07-28-00	J. [unclear]	[unclear]	1/01
08-28-00	[unclear]	[unclear]	[unclear]

APPENDIX F

RESERVED FOR CITY FUTURE USE

APPENDIX G
RESERVED FOR CITY FUTURE USE

APPENDIX I

Schedule of Pole Attachment Rates Effective January 1, 2006

Summary

- The Texas Legislature passed a new state law in 2005 that requires Municipally Owned Utilities (MOU's) to have a uniform Pole Attachment rate for communications providers (phone, cable, etc.).
- MOUs shall charge a uniform Pole and conduit Attachment rate to all communications providers (telephone, cable, other) beginning September 1, 2006.
- New uniform Pole Attachment rate may increase to the maximum "telecommunications" rate as calculated pursuant to the rules of the Federal Communications Commission (FCC).

Senate Bill 5 and the current FCC rules are the basis for the contract rates provided for in the formula below. City of College Station reserves the right to adjust the *Schedule of Pole Attachment Rates* pertaining to Pole Attachment Rates in accordance with changes in the FCC Formulas, also delineated below. Increases in other designated rates will be as described in this Appendix I or in accordance with updated City of College Station cost information.

Attachment Fees

Charge per Attachment

Current Annual Pole Attachment Rate	\$ 15.10
Conduit Attachment Rate - (It is not CITY's policy to Permit conduit occupancy)	To Be Determined

Application Fees

Effective January 1, 2006

The Application Fee consists of two components: 1) an administrative fee to cover CITY's cost of receiving, logging and tracking the application for Permit; and, 2) a fee per Pole for the Pre-Construction Inspection required to perform preliminary engineering and to provide an estimate of the costs to accommodate the Licensee's Facilities, the In-Progress Inspection, and the initial Post-Construction Inspection. The administrative charge component is \$50 for each application, without respect to the number of Poles on the application for Permit. The per Pole charge component is \$45 per Pole on the Application To Attach.

For example, if the application requests an Attachment Permit for 20 Poles, the Application Fee would be \$950 [\$50 administrative charge plus \$900 (20 Poles @ \$45 per Pole)]. If the Attachment Permit application covered 36 Poles, the Application Fee would be \$1670 [(an administrative fee @ \$50) plus \$1620 (36 Poles @ \$45 per Pole)].

Effective January 15th of Each Subsequent Year

Each component of the Application Fee may be increased annually by 2% or by the increase in the Consumer Price Index of the Bureau of Labor Statistics of the United States Department of Labor, U.S. City Average for All Items for All Urban Consumers ("CPI-U") for previous calendar years since January 1, 2006. For example, the Application Fee effective January 15, 2007 will be the Application Fees listed above, increased by 2% for each component or by the increase in the CPI-U for calendar year 2006 and 2005.

Other Charges

Unauthorized Attachment Charge -- Licensee agrees to pay CITY an Unauthorized Attachment Charge equal to five (5) times the yearly Attachment Fee (in effect at the time the Unauthorized Attachment is discovered) in addition to interest at the highest rate allowed by Texas law per Attachment for which there is an Unauthorized Attachment and for which a proper Attachment Permit has not been issued by CITY or for any Attachments found being utilized to provide a service beyond which they were Permitted. Unauthorized Attachments will be assumed to have been installed by Licensee on the next day following the last inventory conducted by CITY as described in Section 13 or 5 years prior to the date the Attachment is discovered, whichever is shorter.

Underground Relocation Charge -- Licensee agrees to pay CITY \$50.00 per month for each Connection which Licensee has failed to relocate.

Failure to perform timely transfers, removals, or other work required by CITY shall result in a \$50 charge at each location.

Formula for Use of CITY Electric Utility Poles:

$$\left[\begin{array}{l} \text{Telecomm Rate} \\ \text{per Pole} \end{array} \right] = \left[\frac{\left(\begin{array}{l} \text{Space} \\ \text{Occupied} \end{array} \right) + \left(\frac{2}{3} \times \frac{\text{Unusable Space}}{\text{No. of Attaching Entities}} \right)}{\text{Pole Height}} \right] \times \frac{\text{Net Pole Investment}}{\text{Number of Poles}} \times \left[\begin{array}{l} \text{Carrying} \\ \text{Charge} \\ \text{Rate} \end{array} \right]$$

NOTE: For the purpose of calculating the above formula CITY and any other entity as provided by FCC rules will be considered an Attaching Entity, notwithstanding the definition in Section 1.5 of the Agreement.

Space Occupied	= 1 Ft
Usable Space	= 13.5 Ft (FCC Default)
Number of Attaching Entities	= 2.4495 (Actual)
Pole Height	= 37.5 (FCC Default)
Net Pole Investment	= \$9,731.867
Number of Poles	= 57,083
Annual Charge Rate	= 37.66%

APPENDIX J

**FORM OF CANCELLATION OF INSURANCE NOTICE
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

ENDORSEMENT #

This endorsement, effective 12:01 A.M. _____ forms a part of Policy

No. _____ issued to _____ by _____
(The above "attaching clause" need be completed only when this endorsement is issued subsequent to the preparation of the policy).

NOTICE OF CANCELLATION AND NONRENEWAL TO CERTIFICATE HOLDER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

We shall provide written notice in accordance with state law in the event this policy is cancelled or nonrenewed, for any reason other than non payment of premium, to those entities set out in the schedule below.

Schedule: _____

Notice will be mailed to: _____

To the attention of: _____

Contract, Permit or Job Number: _____

ACTION FORM BRYAN CITY COUNCIL

DATE OF COUNCIL MEETING: 08/22/06	DATE SUBMITTED: 08/03/06	
DEPARTMENT OF ORIGIN: BTU Administration	SUBMITTED BY: Dan Wilkerson	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:
<input type="checkbox"/> BCD	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1ST READING
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2ND READING
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> STATUTORY	
<input type="checkbox"/> WORKSHOP	<input checked="" type="checkbox"/> REGULAR	
AGENDA ITEM DESCRIPTION: Consider waving the provisions of Section 6 of the Acceptance Agreement Terms and Conditions to an Assignment to a Cable Franchise and Pole Attachment Agreement.		
SUMMARY STATEMENT:		
STAFF ANALYSIS (For Ordinances or Regular Agenda Items):		
A. PROS:		
B. CONS:		
STAFF'S RECOMMENDATION: Recommend approval. Acceptance Agreement was executed by and among Cox Southwest Holdings, L.P., Cebridge Acquisitions, L.P., the City of Bryan Texas and Bryan Texas Utilities providing for a prorated \$10,000 per month payment to Bryan Texas Utilities if a new Pole Attachment Agreement was not approved by July 31, 2006. A tentative Pole Attachment Agreement was agreed to by both parties by July 31, 2006. A final and executed Pole Attachment Agreement will be signed on August 22, 2006. All parties worked diligently to have agreement by July 31.		
ALTERNATIVES (In Suggested Order of Staff Preference):		
ATTACHMENTS:		
FUNDING SOURCE (Where Applicable):		
APPROVALS:		
APPROVED FOR SUBMITTAL TO CFO: INTERNAL AUDITOR		
APPROVED FOR FUNDING: CHIEF FINANCIAL OFFICER		
APPROVED FOR SUBMITTAL: CITY ATTORNEY		
APPROVED FOR SUBMITTAL: CITY MANAGER		

September 14, 2006
Consent Agenda Item
Affordable Housing Construction Contract for 1124 Carolina

To: Glenn Brown, City Manager

From: Terry Childers, Interim Assistant City Manager

Agenda Caption: Presentation, possible action, and discussion regarding a Resolution approving a contract with Orion Construction for \$81,590, for the construction of a new, affordable single family residence at 1124 Carolina using federal HOME Grant funds.

Recommendation(s): Staff recommends approval of the Resolution awarding the contract to the lowest responsible bidder meeting City of College Station Bid Documents and Contract Requirements, Orion Construction, for the amount of \$81,590.00.

Summary: On August 10, 2006, 2 bid proposals were received in response to Bid No. 06-134 for construction of a new single family residence at 1124 Carolina. Both of the bids were considered. A copy of the bid tabulation is attached for reference. Thirty (30) vendors requested bid packets and plans for this project during the bid period. Once construction is completed, the property will be sold to an income-eligible homebuyer meeting the program requirements. Federal HOME grant funds will be used to construct the dwelling and to provide down-payment assistance. This project will also allow the City to obligate federal funds that must be reserved for projects by the end of this fiscal year.

Note: Per program requirements, a 10-year lien will be placed on the property to keep the property from being leased out. The lien will ensure that the property remains "owner-occupied" for the required lien period.

Budget & Financial Summary: Funding for this project will come entirely from the City's federal HOME Investment Partnership Grant, as allocated in the current fiscal year's Community Development Budget. HOME grant funds may only be used for affordable housing projects and activities. With the exception of the down payment assistance, the majority of project costs will be returned to the Community Development budget when the buyer purchases the property.

Attachments:

- 1 Resolution – 1124 Carolina (prepared and approved by Legal)
- 2 Bid Tabulation – 1124 Carolina
- 3 Project Location Map – 1124 Carolina
- 4 Example of Home Proposed To Be Built – 1124 Carolina

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONTRACT FOR THE CONSTRUCTION OF A NEW SINGLE FAMILY RESIDENCE AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction of a new, single-family residence located at 1124 Carolina, College Station, Brazos County, Texas; and

WHEREAS, the selection of Orion Construction is being recommended as the lowest responsible bidder for the construction of the residence; 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 Orion Construction is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Orion Construction for \$81,590.00 for the labor and materials required for the improvements related to the construction of the residence.

PART 3: That the funding for this Project shall be as budgeted from the Community Development Budget, in the amount of \$81,590.00.

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

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

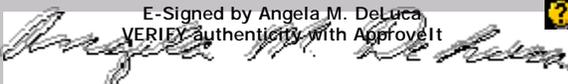
ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

Ron Silvia, Mayor

APPROVED:

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


City Attorney

New Construction at 1124 Carolina Street

BID # 06-134

08/10/06

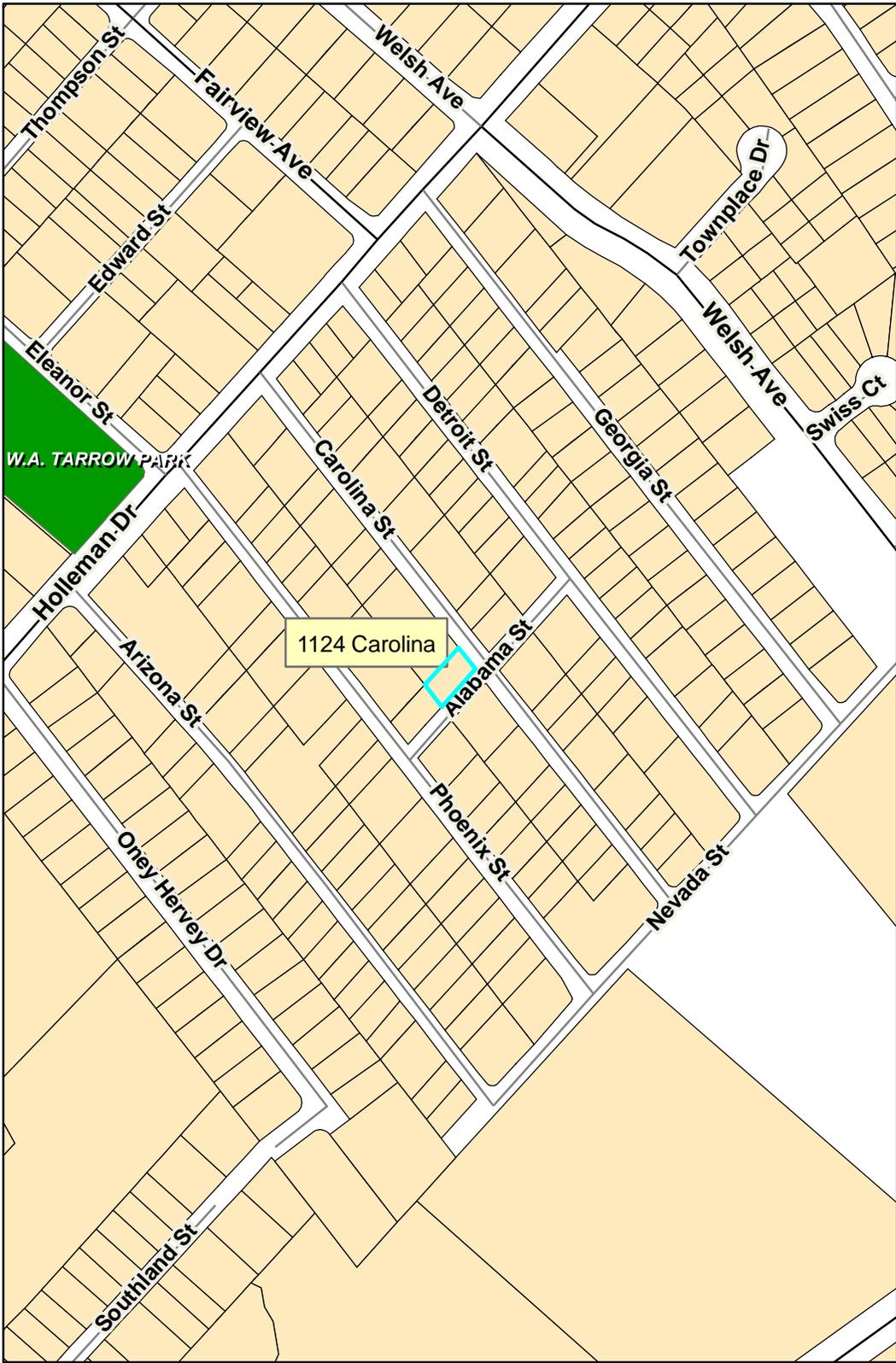
	Orion Construction Doug Symank	B C/S Construction Domingo Munoz
Description	Item Total	Item Total
New Construction at 1124 Carolina St.	\$81,590.00	\$86,400.00

Grand Total **\$81,590.00**

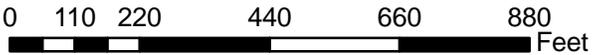
Low Bidder
 Award Total

Calendar Days for Completion	120	120
Certification of Bid	Y	Y
Addendum Acknowledged	Y	Y
Bid Bond	Y	Y
Deviations/Conditions	N	N

1124 Carolina Location Map



- Legend**
- Parks
 - Streets**
 - Minor Streets
 - FSC**
 - OVERPASS
 - FREEWAY
 - MAJOR ARTERIAL
 - MAJOR COLLECTOR
 - MINOR ARTERIAL
 - MINOR COLLECTOR
 - LOCAL STREET
 - PRIVATE STREET
 - TAMU
 - ALLEY
 - Railroad





1205

September 14, 2006
Consent Agenda Item

Resolution to Amend the Optional Relocation Program Guidelines Budget Authority

To: Glenn Brown, City Manager

From: Terry Childers, Interim Assistant City Manager

Agenda Caption: Presentation, possible action, and discussion regarding adoption of a Resolution to increase the budget authority, for hard construction costs, currently allowed in Section VII.A. of the Community Development Optional Relocation Program (ORP) housing assistance guidelines.

Recommendation(s): Staff recommends approval of the Resolution, amending Section VII.A. of the Optional Relocation Program Guidelines, thereby increasing the budget authority for the maximum hard construction cost limits per project.

Summary: On August 26, 2004, City Council approved a Resolution amending Section VII.A. of the Community Development Optional Relocation Program Guidelines, increasing the housing assistance program's budget authority from \$60,000 per project in hard construction costs, to \$65,000 per project. Since that time, hard construction costs have continued to rise due to last year's hurricane season, exporting of American building products (as reported by the National Association of Homebuilders) and as evidenced in the City's competitive bid process.

Due to construction cost increases as referenced above, staff is recommending the program budget limits be increased to \$73,000 per project (a 12% national average over the last two years) for hard construction costs, by approval of the attached Resolution. Language in the exhibit to this Resolution, amending the ORP guidelines, has been changed to reflect an increase in the budget authority.

NOTE: Approval of this agenda item will allow the K. Wells / 815 Churchill ORP project agenda item, listed on the current City Council consent agenda, to move forward. If this resolution is not approved, please remove the K. Wells / 815 Churchill ORP project from this agenda.

Budget & Financial Summary: There is no cost related to this action. Funds for the ORP housing assistance program are provided to the City through the federal Community Development Block Grant and / or HOME Investment Partnership Grant programs.

Attachments:

- 1 Resolution and associated Exhibit – ORP Guideline Amendment (prepared and approved by Legal)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE OPTIONAL RELOCATION PROGRAM GUIDELINES.

WHEREAS, the City Council of the City of College Station, Texas, adopted the Optional Relocation Program Guidelines to provide for relocation payments and assistance necessary to accomplish the voluntary relocation of eligible homeowners from dilapidated structures into adequate, decent, safe, and sanitary dwellings; and

WHEREAS, since the adoption of the Optional Relocation Guidelines, construction costs associated with such voluntary relocations have increased beyond the maximum budget allowed by the guidelines; now, therefore,

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

PART 1: That the City Council hereby approves and adopts the Amendment to Section VII (A) of the Optional Relocation Program Guidelines as set forth in "Exhibit A", attached hereto.

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

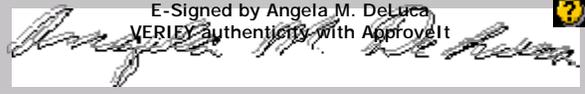
ADOPTED this _____ day of _____, A.D. 2006.

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

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


City Attorney

EXHIBIT “A”

Section VII, Paragraph A, of the Optional Relocation Program Guidelines are hereby amended to read as follows:

VII. FORMS OF ASSISTANCE AND ALLOWABLE EXPENSES

- A. The primary form of assistance to be provided will be the use of CDBG / HOME funds to pay for the cost of the replacement dwelling. The allowable budget authority shall not exceed Seventy Three Thousand and No/100 Dollars (\$73,000.00) for the hard construction costs of the replacement dwelling. Since each ORP project is unique in preparation, size and duration, additional costs will be required to carry a project from commencement to completion. These additional costs include demolition of the existing dilapidated dwelling and out buildings, temporary rehousing expenses and other related project delivery & administrative costs. These related costs shall only be eligible as allowed by HUD program regulations and statutes.

Large households that qualify for a replacement dwelling with more than three (3) bedrooms, as mandated by the City’s building code occupancy requirements, may be eligible for an additional Five Thousand and No/100 Dollars (\$5,000.00), per bedroom, in hard construction costs.

Households with handicapped or special needs members may qualify to receive an additional Three Thousand Five Hundred and No/100 Dollars (\$3,500.00), in hard construction costs, to address accessibility and / or special needs. These funds are to be used only for special accommodations as determined feasible by Community Development housing staff after examination and verification of the household needs.

1. Projects are financed by a zero percent (0%) deferred, forgivable loan, and will be limited to applicants with total household income at or below eighty percent (80%) of the Bryan-College Station MSA median income limits.
2. A lien, commensurate with the deferred, forgivable loan value for the hard construction and demolition costs, amortized using a monthly rate based on the number of months in a ten-year lien period (120 months), shall be placed on the replacement dwelling. The loan will be forgiven at this rate over the ten (10) year lien period. If the dwelling is sold, transferred or rented before the lien period expires, the homeowner gets credit for every month spent residing in the dwelling. The credit is subtracted from the total loan amount, which is then owed and due to the Community Development Program and received and used thereof as program income.
3. The City of College Station shall hold first lien position on the replacement dwelling for the duration of the lien period. However, in situations where first lien position is not feasible, the City may accept a lower lien position subject to the review and approval of the Community Development Administrator and their immediate supervisor. The lien shall not be forgiven until the following conditions are met:

- a. the homeowner must reside in the unit for a period not less than ten (10) years; and
 - b. the property must be maintained to meet City code requirements; and
 - c. mortgage payments must be met on a timely basis; and
 - d. homeowner must provide annual documentation of adequate homeowner's insurance, including casualty and fire coverage, with the City listed on the Certificate of Insurance to be notified in case of policy cancellation; and
 - e. homeowner must provide annual documentation demonstrating that property taxes (and/or applicable payment plans) are current.
4. If the owner expires during the lien period, or is not medically able to occupy the structure, the controlling or surviving household / family member(s) may occupy the property regardless of income status.
 5. Program intent is to maintain owner-occupancy in these properties. In the event of a sale, transfer of ownership or renting of the property during the ten (10) year period, the following conditions must apply to avoid default:
 - a. The owner must sell or offer the assumption of the loan to a low/moderate income household for their homestead and approved by the Community Development Office; and
 - b. The owner shall give the city a first right of refusal to purchase the ownership interest in the property from the homeowner for the amount specified in a firm contract between the homeowner and a prospective buyer. The city shall have 10 business days after receiving notice of the firm contract to decide whether to exercise its right and 60 calendar days to complete closing of the property.

If within this ten (10) year period the homeowner defaults, the loan will be called due in full and foreclosure proceedings may be initiated. The City will make every effort to work with the homeowner to avoid foreclosure and will examine each situation on a case by case basis.

September 14, 2006
Consent Agenda Item
Approval of an Optional Relocation Program Project Located at 815 Churchill

To: Glenn Brown, City Manager

From: Terry Childers, Interim Assistant City Manager

Agenda Caption: Presentation, possible action, and discussion on a Resolution approving an Optional Relocation Program (ORP) Rehousing Agreement between the City and an eligible housing assistance applicant, and authorization for the expenditure of funds for demolition / construction costs of \$71,774 to Orion Construction for the project located at 815 Churchill.

Recommendation(s): Staff recommends approval of the Resolution awarding the contract to the lowest, responsible bidder satisfying all bid and contract requirements, Orion Construction, for the amount of \$71,774. Note that this bid award recommendation is contingent on approval of the budget amendment to the ORP Program Guidelines, which is also on this same council agenda.

Summary: Council has previously approved both the ORP housing assistance guidelines and the annual budget for this program activity. This ORP project applicant and their dwelling, located at 815 Churchill, meet the ORP housing assistance requirements. On August 30, 2006, the City received bids for this project, resulting in the lowest responsible bid of \$2,000 in demolition costs and \$69,774 in construction costs for a total contract amount of \$71,774 (See Bid Tabulation in Attachments). In order for this project to move forward, the City must enter into the Rehousing Agreement with the applicant and authorize the expenditure of funds for the project by approving the Resolution. The lowest responsible bidder (Orion Construction) is currently waiting to enter into a construction contract with the applicant, pending the City's approval of this agenda item.

Note: While the City collaborates as often as possible with Habitat for Humanity, this applicant is not eligible for Habitat assistance. Also, as per program requirements, a 10-year lien will be placed on the property to keep the property from being leased as rental property. The lien will ensure that the property remains "owner-occupied" for the required lien period.

Budget & Financial Summary: Funding for this activity (\$71,774) is provided with federal Community Development Block Grant (CDBG) funds and/or HOME Investment Partnership Program (HOME) grant funds, as approved in the Community Development budget.

Attachments:

- 1 Rehousing Agreement for K. Wells ORP
- 2 Resolution for K. Wells ORP (prepared and approved by Legal)
- 3 Bid Tabulation for K. Wells ORP
- 4 Site Map for K. Wells ORP

CITY OF COLLEGE STATION
COMMUNITY DEVELOPMENT HOUSING ASSISTANCE PROGRAM

**OPTIONAL RELOCATION PROGRAM
REHOUSING AGREEMENT FOR HOMEOWNERS**

This Agreement is made and entered into on this the ____ day of _____, 2006, by and between the **CITY OF COLLEGE STATION, TEXAS** ("City"), and **KEENA YVONNE WELLS** ("Owner").

WHEREAS, Owner has applied for financial assistance pursuant to the City's Community Development Owner-Occupied Housing Rehabilitation Program in order to obtain adequate, decent, safe, and sanitary housing;

WHEREAS, City has determined that rehabilitation of Owner's existing dwelling is not a feasible alternative, and Owner has otherwise qualified for financial assistance under the City's Optional Relocation Program (the "City's Program"); and

WHEREAS, City has determined that it is appropriate under the City's Program to provide Owner certain relocation payments and assistance necessary to accomplish the voluntary relocation of Owner from the currently-occupied, substandard, un-rehabable dwelling into an adequate, safe, and sanitary replacement dwelling.

NOW, THEREFORE, City and Owner for and in consideration of the covenants and promises as set forth herein, do agree as follows:

TERMS AND CONDITIONS

1. City shall provide financial assistance to Owner in the form of a grant for the purpose of demolishing the Owner's current, substandard and un-rehabable dwelling located at 815 Churchhill, in College Station, Brazos County, Texas; being more particularly described by its legal description as follows:

Being all that certain 0.13 acre tract of land being situated in the Richard Carter League, Brazos County, Texas and being a called 40'x 140' tract in the LLOYD D. SMITH ADDITION, an unrecorded subdivision in College Station, Brazos county, Texas. Said 0.13 acre tract being the same tract described in a Deed from Mary Eliza Burrell to J. T. Wells and recorded in Volume 303, page 743, Deed Records of Brazos County, Texas.

Commencing for reference at a 1/2" iron rod found at the northwest corner of a called 0.172 acre tract of land described in a Deed to Randal Winn, et ux recorded in Volume 3304, Page 129, Official Records of Brazos County, Texas. Said point also being at a point on the northeast right of way line of Churchill Street.

THENCE along the said northeast right of way line of Churchill Street, N. 45° 00' 00" W, a distance of 80.00 feet, to a 1/2" iron rod found and being THE POINT OF BEGINNING of the herein described 40'x 140'(0.13 acre) tract;

THENCE continuing along the said right of way line, N 45° 00' 00" W a distance of 40.00 feet, to a 1/2" iron pipe found;

THENCE departing the said right of way line, N 45° 00' 00" E, a distance of 140.00 feet, to a 1/2" iron rod found;

THENCE S 45° 00' 00" E a distance of 40.00 feet, to a 1/2" iron rod found;

THENCE S 45° 00' 00" W a distance of 140.00 feet to the POINT OF BEGINNING, and being a 40'x 140' tract of land and containing 0.13 acres of land, more or less.

Being the same property described in General Warranty Deed dated December 11, 2005, executed by J. T. Wells to Keena Yvonne Wells, recorded in Volume 7045, Page 9, Official Records of Brazos County, Texas.

2. City shall provide financial assistance to Owner in the form of a deferred payment loan in an amount not to exceed City's budgetary authority as set forth in the City's Program Guidelines, as amended, for the purposes of either constructing or purchasing an adequate, decent, safe, and sanitary replacement dwelling for Owner at a selected site. Owner's selection of either constructing a replacement dwelling or purchasing a replacement dwelling and the location of such replacement dwelling is indicated below [one option must be selected and indicated by Owner's initials]:

WJ ✓

constructing a replacement dwelling on the original site of Owner's current, substandard and un-rehabable dwelling, which site is to be temporarily vacated by Owner.

constructing a replacement dwelling on an alternate site in the City of College Station provided by Owner, the legal description of such alternate

site being as follows: _____

_____ constructing a replacement dwelling on an alternate site acquired using Replacement Housing Payment funds where subject property is not appropriate for redevelopment and with the agreement that the homeowner will trade lots with the City, if the City has a lot available, with the legal description of the alternate site being as follows: _____

_____ purchasing a replacement dwelling that is located in the City of College Station and that meets all local structural, building, and safety standards, codes, and regulations. The legal description of such replacement dwelling being as follows: _____

3. For the cost of constructing or purchasing a replacement dwelling, Owner will receive a deferred payment loan, potentially to be forgiven in full ten (10) years from the date of the loan's promissory note from Owner to City (the "Note"). The loan and Note shall be secured by a deed of trust from Owner to City on the replacement dwelling and its lot or tract (hereinafter the "Property"). The loan shall bear no interest on the principal outstanding balance. Provided that Owner continues to satisfy occupancy requirements as outlined in the program guidelines and fully complies with all other provisions of the Note, the Deed of Trust, and the City's Program Guidelines, as now stated, the amount of the outstanding principal balance shall be reduced by one/one-hundred and twentieth (1/120) per month during the term of the Note. If prior to the expiration of the ten (10) year term of the Note, the Owner moves from, sells or transfers the Property, Owner agrees to sell the Property to a low or moderate-income family as stated in Paragraph 13(c) of this Agreement, unless as in the case of death of Owner, the unit is occupied by controlling or surviving family members, regardless of income. If prior to the expiration of the ten year term of the Note, Owner moves from, sells, or transfers the Property without selling the Property to a low or moderate-income family or otherwise defaults under the terms of the Note or deed of trust, Owner shall repay the then outstanding balance due on the Note.

4. Owner understands that the City's maximum budgetary authority for the construction or purchase of a replacement dwelling is subject to the City's Program Guidelines and may not, under any circumstances, exceed SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00), as specified in the Optional Relocation Program Guidelines, and an additional THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) for families with handicapped members to be used to address special and accessibility needs.

5. In the event that Owner and City have agreed, as indicated above in Paragraph 2 of this Agreement, to construct a new replacement dwelling rather than purchase an existing dwelling, Owner agrees to the following terms and conditions.

- (a) After bid advertisement by City and acceptance of the bid proposal by Owner and City Council, a Construction Contract will be signed by Owner with the selected contractor on a form provided by City. The contractor must have been screened by City for inclusion on its list of approved bidders for City-assisted Residential New Construction projects. City will monitor progress, performance, and quality of work by the contractor through periodic on-site inspections until work is completed as specified in the Construction Contract documents and until the final inspection report is signed by Owner. City will release the City-financed portion of draws according to the payment schedule set forth in the Construction Contract documents and upon verification of value in place as the work progresses.
- (b) City shall aid in the development of the construction proposal and cost negotiations with the contractor, maintain the photographic work needed for the write-up and documentation, carry out on-site inspections to monitor contractor performance and quality assurance, and process approved change orders for performance of additional or modified work activities, as required by the construction.
- (c) Owner agrees that it is his/her responsibility to ensure that the contractor completes the work specified. City has no responsibility for any faulty or incomplete work of the construction contractor. Owner also agrees that hidden or latent conditions not covered by the original inspection or work write-up are not the fault of City, nor is City liable for such conditions.
- (d) Owner agrees not to allow any changes or additions to the plans and specifications in the Construction Contract without written approval of a change order from City. Owner understands and agrees that any work agreed to by Owner and the Contractor and undertaken without the City's prior written approval shall be at the sole and entire expense of the Owner and shall be the sole responsibility of the Owner. Owner agrees to consider any change orders presented by the Contractor.

- (e) In the event that Owner wishes to terminate the Construction Contract with the contractor, Owner must obtain concurrence of City. Owner understands and agrees that breach, including delays, of the Construction Contract by either Owner or contractor shall constitute grounds, pursuant to this Agreement, for City to revoke its funding for this project, and exercise its rights under the security interest in the Property for the purpose of recovering any City funding already disbursed. Waiver of any breach under this Agreement does not constitute a waiver of other breaches. Owner further agrees that City, as the Owner's Representative, may, and is hereby authorized to, terminate the Construction Contract for any breach of that contract by the Contractor.

6. If required and if pre-approved by City, City agrees to pay the cost of Owner's actual and reasonable moving expenses for Owner's move from the original, vacated dwelling to the replacement dwelling.

7. If required and if pre-approved by City, City agrees to pay the following: (a) utility transfer or hook-up fees that, as determined by City, are necessary; (b) approved closing and settlement costs related to the purchase of the replacement dwelling; (c) the cost for adequate temporary housing, if applicable; and (d) other expenses determined necessary by City to complete the rehousing of Owner. Owner agrees that the provision of temporary housing by the City, if applicable, shall cease upon completion of the project and that the Owner shall vacate said temporary housing at such time as the City gives notice that the project is complete and the Property is ready for occupancy.

8. Owner agrees to voluntarily to vacate permanently the currently-occupied, substandard dwelling within ten (10) calendar days from the date of notice by City of the need to vacate.

9. Owner agrees to and hereby irrevocably authorizes the complete demolition and removal of the currently occupied dwelling and clearance of the entire property. Owner hereby agrees to forfeit any and all rights to salvage materials or fixtures from the currently-occupied dwelling prior to, during, or after demolition. Owner further releases City from any and all claims arising out of and in connection with any demolition work.

10. Owner agrees to vacate temporary housing and take immediate possession and occupy the replacement dwelling within ten (10) days of issuance of the Certificate of Occupancy and City's determination that the unit is ready for occupancy.

11. As part of the consideration for the financial assistance described above, Owner agrees to comply with all of the following terms in reference to the replacement dwelling:

- (a) the Property must be maintained to meet all applicable City code requirements;

- (b) the exterior of the replacement dwelling must be maintained in good repair, including siding, weatherproofing, roof, windows, and doors;
- (c) all vegetation on the Property, including any lawn, turf, shrubs, bushes, and trees, must be maintained and trimmed on a regular basis;
- (d) the interior of the replacement dwelling shall be kept in a clean and sanitary living condition;
- (e) the full value of the Property, with all improvements thereto, must be fully insured against loss by a standard homeowner's policy, a copy of which shall be provided to and approved by City and shall list City as certificate holder; and
- (f) mortgage payments, if any, and all hazard or homeowner's insurance premiums and property taxes on the Property shall be paid on a timely basis.

12. Owner further agrees to comply with all applicable terms and conditions contained in the City's Community Development Administrative Guidelines, the Owner-Occupied Housing Rehabilitation Program Guidelines, the Optional Relocation Program Guidelines, the Real Estate Lien Note, and the Deed of Trust.

13. Owner agrees to execute a Deed of Trust for the benefit of City upon the Property with the following terms:

- (a) Owner must reside on the Property for not less than ten (10) years or meet the occupancy requirements as specified in the Program Guidelines
- (b) In the event that the Owner dies during the lien period or is not medically able to occupy the structure, the controlling or surviving family members may occupy the property regardless of income; and
- (c) In the event that Owner sells, transfers, or moves from the Property during the ten (10) year period, Owner agrees to either sell or offer the Property for sale to a qualified low or moderate-income family that has been approved by the City's Community Development Office.

14. Owner further agrees to comply with all applicable local, State, and Federal laws, ordinances, and regulations, including but not limited to those set forth below.

- (a) For any property rehabilitated under this Agreement that lies within the 100 year flood plain, the Owner agrees to purchase Federal Flood Insurance as required under the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et. seq.

- (b) Owner agrees to comply with the policies and procedures relating to removal and non-use of lead-based paints in accordance with the Lead-Based Paint Poisoning Prevention Act, as amended, 42 U.S.C. §§ 4821 et. seq., the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C.S. § 4851 et seq., and the implementing regulations at 24 C.F.R. § 35.
- (c) Owner agrees to comply with the provisions of 24 C.F.R. § 24 relating to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement on ineligibility status.

15. INDEMNITY AND RELEASE. In consideration of the financial assistance provided to Owner as described above, Owner agrees to and shall indemnify and hold harmless and defend City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, or for breach of contract, arising out of or in connection with the purchase or construction of a replacement dwelling and the demolition work done by City or a contractor under this Agreement. This indemnity shall apply regardless of whether such injuries, death, damages, or breach are caused in whole or in part by the negligence of City.

16. City by this Agreement does not consent to litigation. Owner assumes full responsibility for the work to be performed under this Agreement and releases, relinquishes, and discharges City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be third persons, Owner, or employees of either of the parties hereto) and any loss of or damage to property (whether the loss or damage be that of either of the parties or of third parties) caused by or alleged to be caused by, arising out of, or in connection with the work to be performed under this Agreement. This release shall apply regardless of whether said claims, demands and causes of action are covered in whole or in part by insurance and regardless of whether said injury, death, loss, or damage is caused in whole or in part by the negligence of the City.

17. This Agreement constitutes the entire agreement between the parties. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the parties other than what are set forth or described herein. The parties further agree that this Agreement shall be interpreted under the laws of the State of Texas and that exclusive venue for all matters pertaining to the performance or interpretation of this Agreement shall be in Brazos County, Texas.

18. The words "Owner" and "City" and all personal pronouns or relative words used in this Agreement with reference to the parties shall apply regardless of number or gender.

19. This Agreement and the rights and obligations contained herein may not be assigned by Owner without the prior written approval of City.

CITY OF COLLEGE STATION



KEENA YVONNE WELLS, Owner
Date: 08/30/06

By: _____
Ron Silvia, Mayor
Date: _____

ATTEST:

CONNIE HOOKS, City Secretary
Date: _____

APPROVED:

GLENN BROWN, City Manager
Date: _____

JEFF KERSTAN, Chief Financial Officer
Date: _____

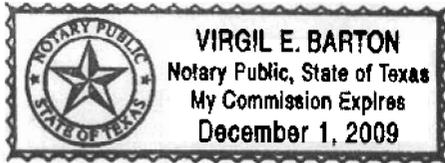
City Attorney
Date: _____

THE STATE OF TEXAS §

COUNTY OF BRAZOS §
§

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 30TH day of August, 2006,
by KEENA YVONNE WELLS.





Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2006,
by RON SILVIA, as Mayor of the City of College Station, a Texas municipal corporation, on its
behalf.

Notary Public in and for the State of Texas

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AN OPTIONAL RELOCATION PROGRAM REHOUSING AGREEMENT AND AWARDING A CONSTRUCTION CONTRACT FOR THE DEMOLITION AND NEW CONSTRUCTION OF A DILAPIDATED SINGLE FAMILY STRUCTURE AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, provides financial assistance pursuant to the City's Community Development Optional Relocation Program to assist citizens in obtaining adequate, decent, safe, and sanitary housing, and Keena Y. Wells is a qualified applicant for this program;

WHEREAS, the City of College Station, Texas, solicited bids (Bid #06-141) for the demolition and new construction of the single-family residence located at 815 Churchill, College Station, Texas on behalf of Keena Y. Wells and

WHEREAS, the selection of Orion Construction is being recommended as the lowest responsible bidder for the demolition and construction services related to 815 Churchill, College Station, Texas; now, therefore,

BE IT RESOLVED by the City Council of the City of College Station, Texas:

- PART 1: That the City Council hereby approves the Optional Relocation Program Rehousing Agreement with Keena Y. Wells, and authorizes the expenditure of \$2,000 for the demolition of the existing structure and \$69,774 for the labor and materials required for the improvements related to the Optional Relocation Project of 815 Churchill.
- PART 2: That the City Council hereby finds that Orion Construction is the lowest responsible bidder.
- PART 3: That the City Council hereby awards the contract to Orion Construction, a general partnership, in the amount of \$71,774.
- PART 4: That the funding for this Project shall be as budgeted from the City of College Station's Community Development Budget, Optional Relocation Program Fund, in the amount of \$71,774.
- PART 5: That this resolution shall take effect immediately from and after its passage.

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

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary
APPROVED:

RON SILVIA, Mayor



CITY ATTORNEY

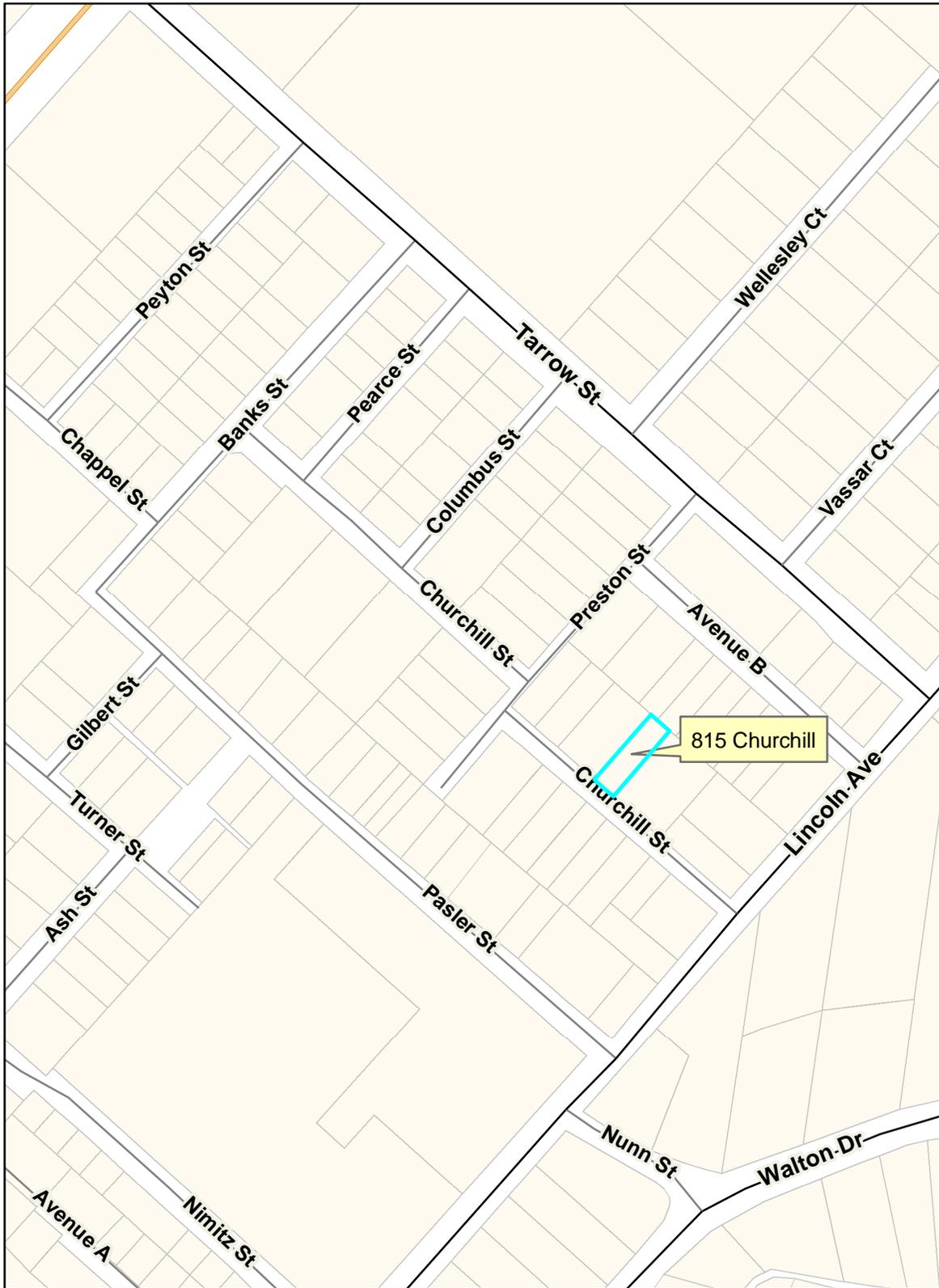
DEMOLITION AND NEW CONSTRUCTION OF 815 Chruchill
Bid Tabulation # 06-141
Community Development

Item No.	Quan.	Unit Meas.	Description	Orion Construction		B/CS Construction	
				Unit Price	Item Total	Unit Price	Item Total
1	1	Job	Demolition of 815 Churchill	2,000.00	2,000.00	4,000.00	4,000.00
2	1	Job	New Construction of 815 Churchill	69,774.00	69,774.00	72,400.00	72,400.00
Total Contract Price					71,774.00		76,400.00

Calendar Days for Completion	120	120
Certification of Bid	Y	Y
Addendum Acknowledged	Y	Y
Bid Bond	N/A	N/A
Deviations/Conditions	N	N

Vendor Award

815 Churchill Location Map



0 85 170 340 510 680 Feet

September 14, 2006
Consent Agenda
Tax Increment Reinvestment Zone #16 Project and Finance Plan

To: Glenn Brown, City Manager

From: Terry L. Childers, Interim Assistant City Manager

Agenda Caption: Presentation, possible action, and discussion regarding approval of Project and Finance Plan adopted by the Board of Directors for Tax Increment Reinvestment Zone #16.

Recommendation(s): Approval of the TIF Project and Finance Plan as submitted by the Board.

Summary: The Board of Directors of The Tax Increment Reinvestment Zone #16 (Northgate TIF) met on August 28, 2006 and approved the Project and Finance Plan for the Reinvestment Zone. The City Council is required to approve the Reinvestment Project and Finance Plan as adopted by the TIF Board. The City Council previously reviewed the preliminary Plan when the TIF was created on June 22, 2006. The Project Plan identifies a single project, Convention Center / Hotel, to be funded by the incremental increase in taxable values within the TIF District.

Budget & Financial Summary: The Finance Plan presented here contemplates incremental tax revenues in the amount of \$25 million to fund the construction of the Convention Center / Hotel.

Attachments:

Hard Copy provided of Tax Increment Reinvestment Zone #16 Project and Finance Plan

September 14, 2006
Consent Agenda
Tax Increment Reinvestment Zone #16 Bylaws

To: Glenn Brown, City Manager

From: Terry L. Childers, Interim Assistant City Manager

Agenda Caption: Presentation, possible action, and discussion regarding approval of BYLAWS adopted by the Board of Directors Tax Increment Reinvestment Zone #16.

Recommendation(s): Approval of the BYLAWS as submitted by the Board.

Summary: The Board of Directors of The Tax Increment Reinvestment Zone #16 (Northgate TIF) met on August 28, 2006 and approved BYLAWS for the Board. The ordinance adopted by the City Council on June 22, 2006 creating the TIF requires Council approval of the BYLAWS established by the TIF Board. The BYLAWS as approved, are the same BYLAWS adopted by previous TIF Boards.

Budget & Financial Summary: None

Attachments:

TIF Board BYLAWS

BYLAWS
OF
COLLEGE STATION TAX INCREMENT REINVESTMENT ZONE #16
BOARD OF DIRECTORS

SECTION I
PURPOSES

1.01 Powers and Purposes

In order to implement the purposes for which Reinvestment Zone No. 16, City of College Station, Texas (the "Zone") was formed as set forth in Ordinance #2907 creating the Zone, the City of College Station, Texas (the "City") delegates to the Board of Directors all powers necessary to prepare and implement a Project Plan, subject to approval by the City Council, including the power to direct the staff and employ consultants to assist in the preparation of the Project Plan and in the issuance of certificate of obligations.

The Board is specifically governed by the TAX INCREMENT FINANCING ACT, SECTION 311.001 ET. SEQ., TEXAS TAX CODE (VERNON 2002), as amended (hereinafter referred to as the "Act" or "Tax Increment Financing Act"). The purpose of the Board of Directors is to make recommendations to the City Council concerning the administration of the Zone. The Board shall prepare and cause to be prepared and adopt a Project Plan based upon the preliminary Financing and Project Plans for the Zone and must submit such plans to the City Council for its approval.

SECTION II
BOARD OF DIRECTORS

2.01 Board of Directors

The business and affairs of the Board shall be exercised by or under the authority of the Board of Directors (the "Board"), appointed by the governing body of the City of College Station, designee by the member of the State Senate, designee by the member of the House of Representatives, representative of the County, and subject to applicable limitations imposed by the TAX INCREMENT FINANCING ACT, or these Bylaws. The Board may, by resolution, or otherwise, give general or limited or special power and authority to the officers of the Board and the Chief Executive Officer to transact the general business or any special business of the Board, and may give powers-of-attorney to agents of the Board to transact any special business requiring such authorization.

The Board shall plan and direct its work through the Chief Executive Officer of the City of College Station, who will be charged with the responsibility of carrying out the Board's program as adopted and planned by the Board and the College Station City Council.

2.02 Number, Qualifications, and Tenure

In accordance with Section 311.0091(c) of the Tax Increment Financing Act, the Board of Directors for the Zone shall consist of nine (9) member directors. The City Council of the City of College Station shall appoint six (6) members who shall meet the eligibility requirements as set forth in the Act to serve on the Board of Directors. The Brazos County Commissioners Court shall appoint one (1) member who shall meet the eligibility requirements as set forth in the Act to serve as a member of the Board of Directors. The member of the State Senate in whose district the zone is located or his designee is also a member of the board. The member of the state House of Representatives in whose district the zone is located or his designee is also a member of the Board. The Brazos County Commissioners Court member, the member of the State Senate or his designee, the member of the state House of Representatives or his designee and three (3) members appointed by the City of College Station, shall serve an initial two (2) year term while the other three members (3) appointed by the City of College Station shall serve initial one (1) year terms. All subsequent appointments will be made for two (2) year staggered terms or until a successor director may be appointed thereafter. The City Council shall designate one (1) member to serve as Chairman of the Board of Directors for the year ending December 31, 2007, and each year thereafter.

The six (6) Directors appointed by City Council shall be removable at any time by the City Council by vote of five (5) Council members for cause or at-will.

2.03 General Duties of the Board

The Board is hereby required to perform the following duties:

- § The Board of Directors is to make recommendations to the City Council concerning the administration of the Zone.
- § The Board shall prepare and cause to be prepared and adopt a Finance and Project Plan based upon the preliminary Financing and Project Plans for the Zone and must submit such plans to the City Council for final approval. Subject to the restrictions imposed by law, the ordinance creating the Zone, and these by-laws the Board shall make recommendations to the City Council on the management of the property in and the affairs of the Zone. The City Council shall make all final decisions regarding management and control of the property and affairs of the Zone.
- § The Board, on behalf of the City, on or before April 1 of each year, must deliver a report to the State Comptroller's Office, and any other State office as required by Section 311.019 of the Act.
- § Make recommendations, subject to Section 311.010, to City Council regarding agreements that City Council should enter into that are necessary or convenient to implement the project plan and the reinvestment zone financing plan.
- § The Board may recommend the imposition of certain zoning restrictions over territory within the Zone to the City Council in accordance with SECTION 311.010(C) of the Act.
- § The Board must ensure that bonds have been issued for the Zone, that the City has acquired property in the Zone pursuant to the Project Plan, and/or that construction of

improvements has begun in the Zone within the first three (3) years of the Zone's existence.

- § The Board must implement a plan to enhance the participation of "Historically Underutilized Businesses (HUB)" in the Zone procurement process, as provided under SECTION 311.0101 of the Act.
- § The Board must submit, on behalf of the City, the annual report required by Section 311.016 of the Act to the chief executive officer of each taxing unit that levies taxes on property within the zone within 90 days of the end of the city's fiscal year in accordance with the Act. Copies of the report shall be sent to the state offices as specified in Section 311.016.
- § The Board must submit, on behalf of the City, all other reports required by the Act including any additional information required to be submitted to the State Comptroller's Office.
- § The Board shall review the Finance and Project Plans once each year to ensure that said plans are up-to-date with the current economic climate and development within the Zone.
- § The Board of Directors shall provide an annual report to the City Council of the City of College Station.

2.04 Implied Duties

Subject to the limitations contained here, the Board of Directors is authorized to do that which the Board deems desirable to accomplish any of the authorized purposes or duties set out or alluded to in Section 2.03 of these Bylaws and in accordance with State law.

2.05 Resignation

Any Director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time is specified, at the time of its receipt by the Council. The acceptance of a resignation shall not be necessary to make it effective unless expressly so provided in the resignation.

2.06 Vacancies

Any vacancy occurring on the Board of Directors through death, resignation, or otherwise shall be filled by appointment by the City Council, Brazos County Commissioner's Court, State Senator or House Representative as applicable and such appointee shall hold office until the expiration of the term of the retiring member.

2.07 Meetings

The Board shall meet at least one (1) time per year at a place and time to be determined by the Chairman. At the request of three (3) members of the Board of Directors, the Chairman or Chief Executive Officer, the Chairman shall cause a special meeting to be called or an item to be placed on the agenda. The Chairman of the Board shall set regular meeting dates and times at the beginning of his/her term. All meetings shall be conducted and notice shall be given to the public

in accordance with THE TEXAS OPEN MEETINGS ACT (TEXAS GOVERNMENT CODE CHAPTER 552). The Board of Directors shall hold an annual meeting.

2.08 Attendance

Regular attendance of the Board meetings is required of all Members. Board members' attendance shall be subject to the Attendance Policy for Boards and Commissions as adopted by the College Station City Council.

2.09 Quorum

For the purpose of convening a meeting, a simple majority of the Directors then serving on the Board shall constitute a quorum. For purposes of transacting the business of the Board at any meeting, a simple majority of the Directors shall constitute a quorum. If there is an insufficient number of Directors present to convene the meeting, the presiding officer shall adjourn the meeting.

2.10 Compensation

The duly appointed members of the Board shall serve without compensation, but shall be reimbursed for actual or commensurate cost of travel, lodging and incidental expenses while on official business of the Board in accordance with State law.

2.11 Voting: Action of the Board of Directors

Directors must be present in order to vote at any meeting. Unless otherwise provided in these Bylaws or as required by law, the act of a simple majority of the Directors present at any meeting for which a quorum is present shall be the act of the Board of Directors. In the event that a Director is aware of a conflict of interest or potential conflict of interest, with regard to any particular vote, the Director shall bring the same to the attention of the Board and shall abstain from the vote, unless the Board determines that no conflict of interest exists. Any Director may bring to the attention of the Board any apparent conflict of interest or potential conflict of interest of any other Director, in which case the Board shall determine whether a true conflict of interest exists before any vote shall be taken regarding that particular matter. The Director as to whom a question of a conflict of interest has been raised shall refrain from voting without regard to the determination as to whether a true conflict exists.

2.12 Board's Relationship with Council

In accordance with State law, the City Council shall require that the Board be responsible to it for the proper discharge of its duties assigned in this Article. All policies for program administration shall not become effective unless approved by the City Council, and the Board shall administer said programs accordingly. The Board shall determine its policies and direction within the limitations of the duties herein imposed by applicable laws, these Bylaws, and fiduciary responsibilities.

2.13 Board's Relationship With Administrative Departments of the City

Any request for services made to the administrative departments of the City shall be made by the Board or its designee in writing to the City Manager. The City Manager may approve such request for assistance from the Board when he finds such requested services are available within the administrative departments of the City. Any requests for legal assistance shall be made by the Board or its designee to the City Attorney. The City Attorney may provide such assistance when such services are available.

SECTION III OFFICERS

3.01 Officers of the Board

The elected officers of the Board shall be a Vice-Chairman and Secretary. The Board may resolve to elect one or more Assistant Secretaries as it may consider desirable. Such officers shall have the authority and perform the duties of the office as the Board may from time to time prescribe or as the Secretary may from time to time delegate to his or her Assistant. Any two (2) or more offices may be held by the same person, except the office of Chairman.

3.02 Selection of Officers

The City Council shall designate one (1) member to serve as Chairman of the Board for the year ending December 31, 2007, and each year thereafter. The Chairman's term shall always be for a period of one year beginning January 1 of each year; provided, however, he will continue to serve until the appointment by City Council of his successor.

The Vice-Chairman and Secretary shall be elected by the members of the Board and shall hold office for a period of one (1) year; provided, however, that they shall continue to serve until the election of their successors. Any officer of the Board may be re-elected for one additional term so long as he is a member of the Board of Directors. Initial elections of officers shall be held within 30 days of the adoption of these Bylaws. Thereafter, elections shall be held at the annual meeting of the Board.

3.03 Vacancies

Vacancies of elected officers which occur by reason of death, resignation, disqualification, removal, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term of that office, in the same manner as other officers are elected to the Board. Such vacancy shall be filled for such unexpired term.

3.04 Chairman

The Chairman shall be the presiding officer of the Board and, subject to the approval of the City Council, he shall be in general charge of the properties and affairs of the Zone. The Chairman is charged with the following authority:

1. Shall preside over all meetings of the Board.
2. Shall have the right to vote on all matters coming before the Board.
3. Shall have the authority, upon notice to the members of the Board, to call a special meeting of the Board when in his judgment such meeting is required.
4. Shall have the authority to appoint standing committees to aid and assist the Board in its business undertakings or other matters incidental to the operation and functions of the Board.
5. Shall have the authority to appoint ad hoc committees which may address issues of a temporary nature of concern or which have a temporary affect on the business of the Board.
6. Shall see that all orders and resolutions of the Board are carried into effect.

In addition to the above mentioned duties, the Chairman shall sign with the Secretary of the Board any resolution, report or other instrument which the Board of Directors has approved, unless the execution of said document has been expressly delegated to some other officer or agent of the Board by appropriate Board resolution, by a specific provision of these Bylaws, or by statute. In general, the Chairman shall perform all duties incident to the office, and such other duties as shall be prescribed from time to time by the Board of Directors.

3.05 Vice-Chairman

In the absence of the Chairman, or in the event of his or her inability to act, the Vice Chairman shall perform the duties of the Chairman. When so acting, the Vice-Chairman shall have all power of and be subject to all the same restrictions as upon the Chairman. The Vice Chairman shall also perform other duties as from time to time may be assigned to him or her by the Chairman.

3.06 Secretary

The Secretary shall keep, or cause to be kept, a record of the minutes of all meetings of the Board and of any committees of the Board. The Secretary shall also file a copy of said Minutes with the City Secretary and the same to be given, in accordance with the provision of these Bylaws, or as required by the TEXAS OPEN MEETINGS ACT or other applicable law. The Secretary shall be custodian of all books, records, documents, and instruments, and shall keep a register of the mailing address and street address, if different, of each Director. The Secretary shall be responsible for maintaining a record of attendance.

3.07 Chief Executive Officer

The City Manager or his designee shall be the Chief Executive Officer (CEO). The Chief Executive Officer (CEO) of the Board shall oversee all administrative functions of the Board. The CEO shall develop policies and procedures for the Board, if applicable, and such policies and procedures shall be finally approved/disapproved by the Board and City Council. The CEO does not have voting power. The CEO is authorized to sign and file annual reports to the Attorney-General's office, the State Comptroller's Office, other state offices, and the taxing entities

SECTION IV COMMITTEES

4.01 Qualifications for Committee Membership

Members of committees shall be appointed by the Chairman, and approved by the Board. Committee members need not be members of the Board unless required by these Bylaws or Board resolution.

4.02 Standing Committees

The Chairman shall have authority to appoint standing committees or special committees of the Board as necessary or appropriate to assist the Board of Directors. The Chairman shall designate, subject to Board approval, the members of the respective committees. No such committee shall have independent authority to act for or in the stead of the Board of Directors.

The designation and appointment of any such committee shall not operate to relieve the Board of Directors, or any individual member, of any responsibility imposed on it or on him/her by law.

4.03 Term of Office of Committee Members

Each member of a committee shall continue as such until the next annual appointment of the Board of Directors and until his or her successor on the committee is appointed, unless the Committee shall be sooner terminated or unless such member has ceased to serve on the Board of Directors, or unless such member be removed from such committee.

Any committee member may be removed from committee membership by the Chairman, with Board approval, whenever in their judgment the best interests of the Board would be served by such removal.

4.04 Vacancies on Committees

Vacancies in the membership of any committee may be filled in the same manner as provided with regard to the original appointments to that committee.

4.05 Ex-Officio Members

The City Manager or his designee and the Mayor or his designee may attend all meetings of the Board of Directors or Committees including executive, or public. These representatives shall not have the power to vote in the meetings they attend. Their attendance shall be for the purpose of ensuring that information about the meetings are accurately communicated to the City Council and to satisfy the City Council obligation to control the powers of the Board.

SECTION V FINANCIAL ADMINISTRATION

The City shall provide financial planning and reporting services for the Board.

5.01 Fiscal Year

The fiscal year of the Board shall begin on October 1 and end on September 30 of the following year.

5.02 Resolutions, other Instruments, and Reports

As provided in Article III above, the Chairman and Secretary shall execute any resolution, report or other instrument which the Board of Directors has approved and authorized to be executed, provided, however, that the Board may by appropriate resolution, authorize any other officer or officers or any other agent or agents, including the CEO, to enter into contracts or execute and deliver any instrument in the name and on behalf of the Board. Such authority may be confined to specific instances or defined in general terms. When appropriate, the Board may grant a specific or general power-of-attorney to carry out some action on behalf of the Board, provided, however that no such power-of-attorney may be granted unless an appropriate resolution of the Board authorizes the same to be done. Provided however, no contract shall become effective unless approved by the City Council.

The CEO is authorized to sign and file annual reports to the Attorney-General's office, the State Comptroller's Office, other state offices, and the taxing entities.

SECTION VI BOOKS AND RECORDS

6.01 Books and Records

The Board shall keep correct and complete books and records of all actions of the Board, including books and records of account and the minutes of meetings of the Board of Directors and of any committee having any authority of the Board and to the City Council. All books and records of the Board may be inspected by Directors of the Board or his/her agent or attorney at any reasonable time; and any information which may be designated as public information by law shall be open to

public inspection at any reasonable time. The Texas Open Records Act and Open Meetings Act shall apply to disclosure of public information. Books and records shall include:

- (a) A copy of the bylaws and any amended versions or amendments to the bylaws
- (b) Minutes of the proceedings of the Board
- (c) A list of names and addresses of the directors and officers of the Board
- (d) All rulings, resolutions, letters and other documents
- (e) Annual reports to the State Comptroller's office, Attorney General's office, and taxing entities

SECTION VII

7.01 Authorization

The Board shall carry out its duties subject to these Bylaws, and such resolutions as the Board may from time to time authorize.

SECTION VIII

PARLIAMENTARY AUTHORITY

8.01 Amendments to Bylaws

These Bylaws may be amended by majority vote of the Board of Directors provided that the Board of Directors files with the City Council a written application requesting that the City Council approve such amendment to the bylaws specifying in such application the amendment or amendments proposed to be made. If the Council by appropriate resolution finds and determines that it is advisable that the proposed amendment be made, authorizes the same to be made, and approves the form of the proposed amendment, the Board of Directors shall proceed to amend the bylaws.

The bylaws may also be amended at any time by the Council at its sole discretion by adopting an amendment to the bylaws by resolution of the Council and delivering the bylaws, as amended to the Secretary of the Board of Directors.

Such amendments shall be in accord with the requirements hereinabove, and public notice shall be given regarding such action given according to the requirements of the Texas Open Meetings Act.

SECTION IX

DISSOLUTION

9.01 Dissolution

This Board shall be dissolved upon the termination of the Reinvestment Zone under Section 311.017 of the Act.

**SECTION X
MISCELLANEOUS**

10.01 Effective Date

These by-laws shall become effective only upon the occurrence of the following events: (1) the approval of these by-laws by the City Council, and (2) the adoption of these bylaws by the Board of Directors.

10.02 Interpretation of Bylaws

These bylaws and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth therein. If any word, phrase, clause, sentence, paragraph, section, or other part of these bylaws, or the application thereof to any person or circumstance shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these bylaws and the application of such word, phrase, clause, sentence, paragraph, section, or other part of these bylaws to any other person or circumstance shall not be affected hereby.

SECTION XI

IN WITNESS WHEREOF, the parties have executed these Bylaws in the year and on the date indicated below.

TAX INCREMENT REINVESTMENT ZONE
#16, BOARD OF DIRECTORS
1101 Texas Avenue
College Station, Texas 77842

CITY OF COLLEGE STATION, TX
1101 Texas Avenue
College Station, Texas 77842
(972) 764-3510

STEPHEN SYPTAK, Chairman

RON SILVIA, Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

Secretary

CONNIE HOOKS, City Secretary

APPROVED:



City Attorney

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the ____ day of _____, 2006, by _____, Chairman of the Board of Directors of Tax Increment Reinvestment Zone #16, City of College Station.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the ____ day of _____, 2006, by Ron Silvia, Mayor, of the City of College Station, Texas, a municipal corporation, on behalf of said municipality.

Notary Public in and for the State of Texas

**September 14, 2006
Regular Agenda Item
Fiscal Year 2006 - 2007 Budget Adoption**

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion on an ordinance adopting the City of College Station 2006-2007 Budget.

Recommendation(s): Staff recommends the City Council approve the ordinance adopting the proposed 2006-2007 budget with any changes the Council wishes to include. A summary of changes the City Council has discussed will be presented to the Council for consideration.

Summary: The City Council received the proposed budget on August 8, 2005 and held budget workshops on August 14, August 22, August 23, and August 31. The City Council held a public hearing on the proposed budget on August 24. The charter requires that the City Council adopt a budget no later than September 27.

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

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

Subtotal Operation and Maintenance:	\$162,556,003
Subtotal Capital:	65,194,515
Total Proposed Budget:	\$227,750,518

Attachments:

1. FY 07 Budget Ordinance
2. Attachment A

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A BUDGET FOR THE 2006-07 FISCAL YEAR AND AUTHORIZING EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, a proposed budget for the fiscal year October 1, 2006, to September 30, 2007, was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the Charter of the City of College Station, Texas; notice of said hearing having first been duly given; and

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

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

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

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

PART 3: That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby authorized to sign or release utility easements; to negotiate and sign documents related to the settlement of disputed assessments for paving, weed mowing, demolition, and other disputes based on legal questions of whether the assessments are enforceable or other extenuating circumstances; to sign contracts and documents authorizing the payment of funds and to expend public funds for expenditures that are \$50,000 or less; to sign change orders authorizing the expenditure of funds pursuant to SECTION 252.048 of the TEXAS LOCAL GOVERNMENT CODE or as provided in the original contract document. The intent of this section is to provide the ability to conduct daily affairs of the City which involve numerous decisions of a routine nature.

PART 4: That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby, authorized to provide for transfers of any unexpended or unencumbered appropriation balance within each of the various departments in the General Fund and within any other fund of the City and to authorize transfers of Contingent Appropriations within a fund up to an amount equal to expenditures that are \$15,000 or less.

PART 5: That the City Council hereby approves the funding for the outside agencies and organizations in this budget and authorizes the City Manager and his authorized and designated

employees, at his discretion, to sign contracts and documents authorizing the payment of funds, and to expend public funds for expenditures that are \$50,000 or less that have been expressly approved and appropriated in this budget, as set out in Appendix G of the 2006-07 Fiscal Year Budget.

PART 6: That the City Council hereby approves the funding and the purchases that are made pursuant to interlocal agreements as provided by CHAPTER 271, SUBCHAPTERS (D) AND (F) of the TEXAS LOCAL GOVERNMENT CODE, in this budget and authorizes the City Manager and his authorized and designated employees, at his discretion, to sign contracts and documents authorizing the payment of funds, and to expend public funds that have been expressly designated, approved, and appropriated in this budget, as set out in the 2006-07 Fiscal Year Equipment Replacement Fund, and Attachment "A" to this Ordinance.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2006.

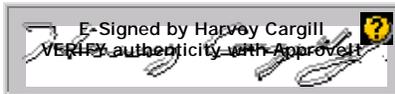
APPROVED:

Ron Silvia, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:



Harvey Cargill Jr., City Attorney

**Potential FY07 Technology Purchases through CISV, GSA Schedule 70,
HGAC, TXMAS or Texas Department of Information Resources Purchases**

ITEM	Quantity	Estimated Unit Cost	Projected Total
Scheduled Replacement/Repair/Additions			
Replacement PCs	75	1,200.00	90,000.00
Replacement Monitors	60	170.00	10,200.00
Replacement Printers	25	2,200.00	55,000.00
Replacement Laptops	30	2,100.00	63,000.00
Printer replacement Parts			20,000.00
PC Replacement Parts			20,000.00
Network Support Services (hours)	100	110.00	11,000.00
Replace 3 servers	3	15,500.00	46,500.00
Replace 2 servers	2	6,000.00	12,000.00
Server replacement parts			20,000.00
Estimated Additional Desktop Software			80,000.00
Includes but not limited to New & Upgrade versions of Adobe Acrobat, PageMaker, Photoshop Illustrator, Premier, Audition, Microsoft Publisher, Windows XP, Frontpage, Project, Visio, Vstudio.net, AutoCAD, ESRI ArcGIS, Crystal, Corel Draw, Cognos			
Fiber Optic Maint and Project Completion			28,000.00
Police Department Renovation (network & phones)			20,000.00
Handheld Radio Battery Replacement			6,000.00
Vehicle Lighting and Supplies			27,900.00
Computer Network Maint and Equipment Replacment			55,500.00
Motorola Radio Repair/Replacement			35,000.00
Telephone Repair/Replacement			25,000.00
Supervisory Control and Data Acquisition (SCADA) equipment Replacement			200,000.00
Fiber installations include Fiber to Sandy Point Pump Station, Park Place Elevated Storage Tank, and Greens Prairie Elevated Storage Tank.			65,000.00
Municipal Court Security Equipment and Software (funded by Court Technology Fund)			145,890.00
Subtotal - Scheduled Replacement			1,035,990.00
Service Level Adjustments			
SLA - desktop computer setups includes desktop pc, extended warranty, network card, added memory, monitor, standard software	4	1,835.00	7,340.00
SLA - Drive Cam System			49,295.00
SLA - Toughbook Laptops for CSU	3	5,666.00	16,998.00
SLA - Toughbook Laptops for PD	3	8,266.00	24,798.00
SLA - MDT Software	3	9,113.00	27,339.00

SLA - Radios (Car and Handheld units)	1	4,000.00	4,000.00
SLA - Phones/Network connection			
SLA - Emergency Alert System			5,500.00
SLA - Satellite phone antenna and installation			6,000.00
SLA - Wide format copier/scanner			25,000.00

Subtotal - Service Level Adjustments			166,270.00
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Unscheduled Replacements/Additions

Estimated Additional PC setups not identified specifically in budget includes but not limited to: Monitor, network card, extended warranty, added memory	30	2,100.00	63,000.00
Estimated Standard Desktop Software not identified specifically in budget Includes but not limited to: Microsoft Office 2003, Norton Antivirus, Microsoft Windows client access license	30	415.00	12,450.00
Estimated Additional Desktop Software Includes but not limited to New & Upgrade versions of Adobe Acrobat, PageMaker, Photoshop Illustrator, Premier, Audition Microsoft Publisher, Windows XP Frontpage, Project, Visio, Vstudio.net AutoCAD, ESRI ArcGIS, Crystal Corel Draw, Cognos			40,000.00
Estimated Additional Printers/Plotters			40,000.00
Estimated Memory upgrades includes: desktop pcs, printers laptops	100	100.00	10,000.00
Estimated PC misc parts includes: CD Burners, harddrives modems, network cards, DVD Burner mice, network cables			15,000.00
Estimated Monitor upgrades includes: Flat Panel and larger than 17" monitor			30,000.00
Estimated Additional Scanners	15	600.00	9,000.00
Estimated Additional Laptops/Toughbooks	20	4,000.00	80,000.00
Estimated Network Upgrades			50,000.00

Sub-Total Unscheduled Replacement/Additions			349,450.00
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Phone System Maintenance

Cisco			35,000.00
Subtotal - Phone System Maintenance			35,000.00

Network Software on Master License Agreement (MLA)

Border Manager	575	5.21	2,605.00
Groupwise	875	17.19	15,041.25
ManageWise/ZEN works	550	17.19	9,454.50

Netware 5 and above	740	20.83	15,414.20
Subtotal - Network Software on MLA			42,514.95
Network Software Maintenance			
Veritas- Backup Exec.			5,220.00
Paradigm			2,300.00
PCSS			20,655.00
Computer Associates			1,987.20
Subtotal - Network Software and Hardware Maintenance			30,162.20
PC Hardware and Software Maintenance			
Symantec Norton Antivirus			7,125.00
HP Printer Maintenance			4,454.00
Cartegraph			3,000.00
Hart Intercivic			1,000.00
Data Collections			1,800.00
Subtotal - PC Software Maintenance			17,379.00
IBM Hardware and Software Maintenance			
Hardware Maintenance (2 i5s and 2 p-series)			15,000.00
i5 Software Subscription and Support	2		7,150.00
AIX Software Subscription and Support	2		1,600.00
Subtotal - IBM Hardware and Software Maintenance			23,750.00
GIS Software Maintenance			
ArcInfo Concurrent Use License Annual Maintenance (Primary 1)			3,200.00
ArcInfo Concurrent Use License Annual Maintenance (Secondary 9)			10,800.00
Primary Maintenance for ArcView Concurrent Use License (2)			1,500.00
Secondary Maintenance for ArcView Concurrent Use License (13)			7,000.00
Primary Maintenance for ArcView Single Use License (3)			1,400.00
Secondary Maintenance for ArcView Single Use License (26)			8,000.00
Primary Maintenance for ArcGIS Spatial Analyst Concurrent Use License (1)			550.00
Secondary Maintenance for ArcGIS Spatial Analyst Concurrent Use License (1)			600.00
Primary Maintenance for ArcGIS 3D Analyst Concurrent Use License (1)			550.00
Secondary Maintenance for ArcGIS 3D Analyst Concurrent Use License (1)			210.00
Primary Maintenance for ArcGIS Tracking Analyst Concurrent Use License (1)			550.00
ArcIMS Standard Edition Server/CPU Annual Maintenance Fee			3,060.00
Maintenance for ArcSDE Server License with 2 CPUs			3,500.00
Primary Maintenance for ArcCOGO Concurrent Use License (1)			550.00
Secondary Maintenance for ArcCOGO Concurrent Use License (1)			210.00
Primary Maintenance for MAPLEX Concurrent Use License (1)			550.00
Secondary Maintenance for MAPLEX Concurrent Use License (1)			210.00
MapObjects Win Ed Developers Kit Maint (1)			1,020.00
Subtotal - GIS Software Maintenance			43,460.00
H T E Software Maintenance			
Applicant Tracking	1		3,025.00
Document Management Service	3		1,010.00
Asset Management	1		3,725.00

Fleet Management	1		5,735.00
GMBA	1		16,705.00
Accounts Receivable	1		6,060.00
Purchasing/Inventory	1		9,840.00
Payroll/Personell	1		6,950.00
Customer Info Services	1		18,175.00
Cash Receipts	1		4,945.00
Land Management	1		4,460.00
Contact Management	1		7,865.00
Contract Billing	1		0.00
Work Orders	1		10,205.00
Continuing Property	1		1,805.00
Planning/Zoning	1		4,945.00
Building Permits	1		4,945.00
Code Enforcement	1		4,370.00
Occupational Licenses	1		3,025.00
Cognos Impromptu (Qrep)	20		6,650.00
Qrep Admin (1)	1		305.00
Looking Glass Viewer	11		3,175.00
HR/AT Escrow software maintenance	1		750.00
Human Resources	1		3,935.00
Application Tracking - new web	1		1,930.00
HTEMOD retrofit	14		900.00
Click2Gov (Core Module)	1		1,565.00
Click2Gov (BP Wireless)	1		1,060.00
Click2Gov (PZ)	1		1,745.00
QREP Catalogs	16		5,490.00
Qrep Web Intranet	1		1,135.00

Subtotal - H T E Software Maintenance			146,430.00
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Public Safety Software Maintenance

Telestaff	1	3,705.00	3,705.00
Webstaff	1	2,400.00	2,400.00

Subtotal - Public Safety Software Maintenance			6,105.00
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Grand Total	1,896,511.15
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September 14, 2006
Regular Agenda Item
Public Hearing #1 for FY 07 Ad Valorem Tax Rate

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Public hearing, discussion and possible action on the City of College Station 2006-2007 advertised ad valorem tax rate of \$0.45399 per \$100 valuation. Also discussion and possible action on announcing the meeting date, time and place to adopt the tax rate.

Recommendation(s): Hold public hearing and receive citizen input on the tax rate.

Summary: The Texas Property Tax Code requires that if an entity wishes to increase tax revenues over the effective tax rate then that entity must call and hold two public hearings on the proposed tax rate. Following each public hearing the City Council must announce the meeting date, time and place to adopt the tax rate.

The tax rate that the City Council announced it would hold a public hearing on is \$0.45399 per \$100 assessed valuation. Holding the public hearing on this tax rate provides the City Council with flexibility in determining what the tax rate will be.

The notice of this public hearing was placed in the Eagle, as well as on the City's internet site, and the City's television channel.

The second public hearing on the tax rate is scheduled for Monday September 18. The City Council will vote on the tax rate on Thursday September 28.

Budgetary and Financial Summary: The public hearing tax rate of \$0.45399 per \$100 assessed valuation will generate \$18,410,069 in taxes. The property taxes are used to fund the general debt service of the City as well as a portion of the operations and maintenance costs of the General Fund.

Attachments: N/A

September 14, 2006
Regular Agenda
Heritage Townhomes Public Utility Easement Abandonment

To: Glenn Brown, City Manager

From: Charles McLemore, Acting Director of Public Works

Agenda Caption: Public hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a portion of a variable width public utility easement located in the platted Common Area of the Heritage Townhomes Subdivision in the City of College Station.

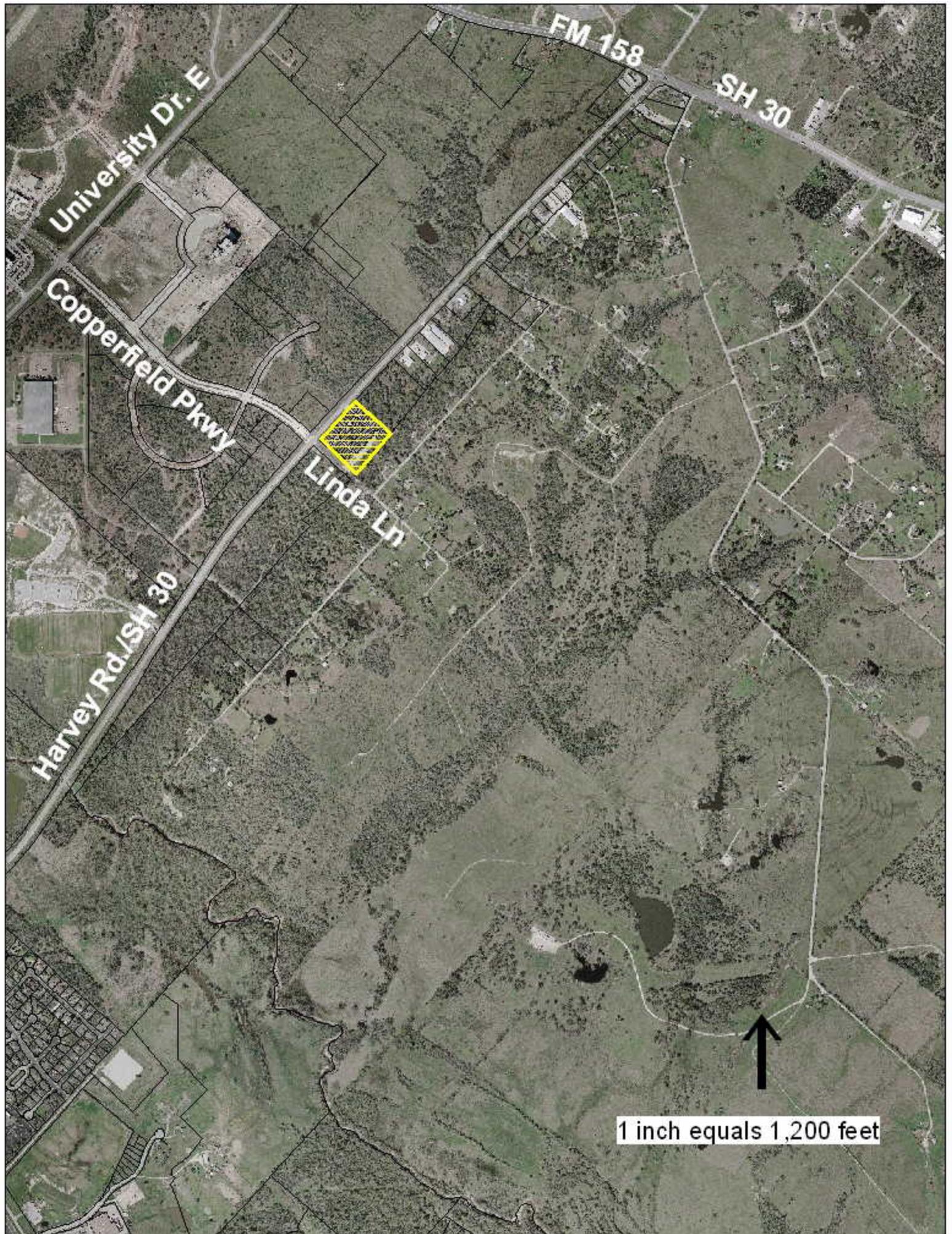
Recommendation(s): Staff recommends approval of the ordinance.

Summary: The easement proposed to be abandoned is a portion of a variable width public utility easement located in the platted Common Area of the Heritage Townhomes Subdivision. No public utilities are located within the area to be abandoned.

Budget & Financial Summary: N/A

Attachments:

1. Vicinity Map
2. Application for abandonment of the portion of the public utility easement
3. Ordinance for abandonment of the portion of the public utility easement
4. Exhibit "A" of the Ordinance



University Dr. E

FM 158

SH 30

Copperfield Pkwy

Harvey Rd./SH 30

Linda Ln

Small illegible text inside a yellow diamond highlight.



1 inch equals 1,200 feet



For Office Use Only
 P&Z Case No. 00-138
 Date Submitted: 05-02-06
 1.00
 JB

ABANDONMENT OF PUBLIC ROW-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS

\$300.00 Abandonment of Public Right-of-Way (ROW)/Easement application fee.

A completed copy of the attached Abandonment of Public ROW/Easement application.

All exhibits processed (except for Exhibit No. 4, which will be processed by staff).

ADDRESS _____

LEGAL DESCRIPTION HERITAGE TOWNHOMES 6629 ACROSS MARIA KEANS

APPLICANT (Primary Contact for the Project):

Name HAUSMAN INTERESTS TOWNHOMES, LTD. LEAGUE, A-28 E-Mail hausmaninterests@sbcglobal.net

Street Address 1328 South Loop W. #100

City HOUSTON State TX Zip Code 77054

Phone Number 713 799-9450 Fax Number 713 799-9452

PROPERTY OWNER'S INFORMATION (if different from above):

Name _____ E-Mail _____

Street Address _____

City _____ State _____ Zip Code _____

Phone Number _____ Fax Number _____

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct.

By: MAVI, Inc., General Partner

By: Carey P. Hausman
 Signature of Owner

MAY 10, 2006
 Date

CAREY P. HAUSMAN, PRESIDENT

**APPLICATION FOR
THE ABANDONMENT OF A
PUBLIC RIGHT-OF-WAY/EASEMENT**

Date: JUNE 19, 2006

Location of Right-of-Way/Easement to be Abandoned: Within Heritage
Townhomes subdivision, College Station, Texas, as
per submitted field notes & diagram.

Property Owner's Name & Address: HAUSMAN INTERESTS TOWNHOMES, LTD.,
1328 SOUTH LOOP W. #100, HOUSTON TX 77054

Property Owner's Phone Number: 713 799-9450

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.
2. Attached, marked Exhibit No. 1, are two sealed metes and bounds descriptions (dividing the area in half) of the area sought to be abandoned, prepared by a Registered Public Surveyor.
3. Attached, marked Exhibit No. 2, are two copies of a plat or detailed sketch of that portion of the public right-of-way/easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of-way/easement is situated, together with the record owners of such lots.
4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.
5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.
6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Lot 18, Block 2, HARVEY HILLSIDES Addition - NOT on
property where easement is sought to be abandoned.

7. Such public right-of-way/easement should be abandoned because:

It is not needed and has not been
needed by utilities, or others. The area was
incorrectly identified by surveyor on Final Plat and

8. Such public right-of-way/easement has been and is being used as follows: Common Area
only.

Open space.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Owner's Signature: *Carey P. Hausman*
PRES. MAXI, INC, gen. SR

Owner's Name: Hausman Interests Townhomes, Ltd.

Owner's Address: 1328 South Loop W. #100
Houston TX 77059

Owner's Phone Number: 713 799-9450

STATE OF TEXAS }
COUNTY OF BRAZOS }

ACKNOWLEDGMENT

Subscribed and sworn to before me, a Notary Public, this 10th day of May, 2006, by CAREY P. HAUSMAN, PRES. MAXI, INC, gen
pt. of Hausman Interests Townhomes, Ltd.



Helen R. Michael
Notary Public in and for
the State of Texas

Application for Abandonment of
a Public Right-of-Way/Easement

Located: Within Heritage Townhomes Subdivision
is per ATTACHED metes and bounds, & diagram.

EXHIBIT NO. 1

Attached are two sealed copies of the metes and bounds description (dividing the area in half) of the public right-of-way/easement situated in HERITAGE TOWNHOMES Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

FIELD NOTES
0.911 ACRES

Being all that certain tract or parcel of land lying and being situated in the Maria Kegans League, Abstract No. 28 in College Station, Brazos County, Texas and being a part of the Common Area as noted on the HERITAGE TOWNHOMES Subdivision Final Plat recorded in Volume 4309, Page 251 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a set 1/2-inch iron rod for the west corner of Lot 4, Block Four of said HERITAGE TOWNHOMES, said iron rod also being in the southeast line of a 20' Wide Utility Easement described in Volume 709, Page 331 (B.C.D.R.) and marking an interior ell-corner of the said Common Area;

THENCE: S 47° 41' 55" E along the southwest line of said Lot 4 for a distance of 99.05 feet to a set 1/2-inch iron rod for corner in the southeast line of said HERITAGE TOWNHOMES Subdivision, said line also being common with the northwest line of Lot 18, Block 2, HARVEY HILLSIDES ADDITION, according to the plat recorded in Volume 263, Page 487 of the Brazos County Deed Records (B.C.D.R.);

THENCE: S 40° 27' 22" W along the common line of said HERITAGE TOWNHOMES Subdivision and HARVEY HILLSIDES ADDITION for a distance of 425.42 feet to a set 1/2-inch iron rod for corner, said corner also marking the most easterly corner of a 10-foot wide right-of-way dedication for Linda Lane on the said HERITAGE TOWNHOMES Subdivision plat;

THENCE: N 47° 41' 47" W along the said Linda Lane right-of-way line for a distance of 89.25 feet for corner, said corner also being in the beforementioned southeast line of the 20' Utility Easement (709/331);

THENCE: N 39° 22' 32" E along the southeast line of the said utility easement for a distance of 406.66 feet and N 34° 05' 46" E for a distance of 19.26 feet to the POINT OF BEGINNING and containing 0.911 acres of land, more or less.

I, Michael R. McClure, Registered Professional Land Surveyor No. 2859 in the State of Texas do certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Survey.

 9/7/01

Michael R. McClure, R.P.L.S. #2859

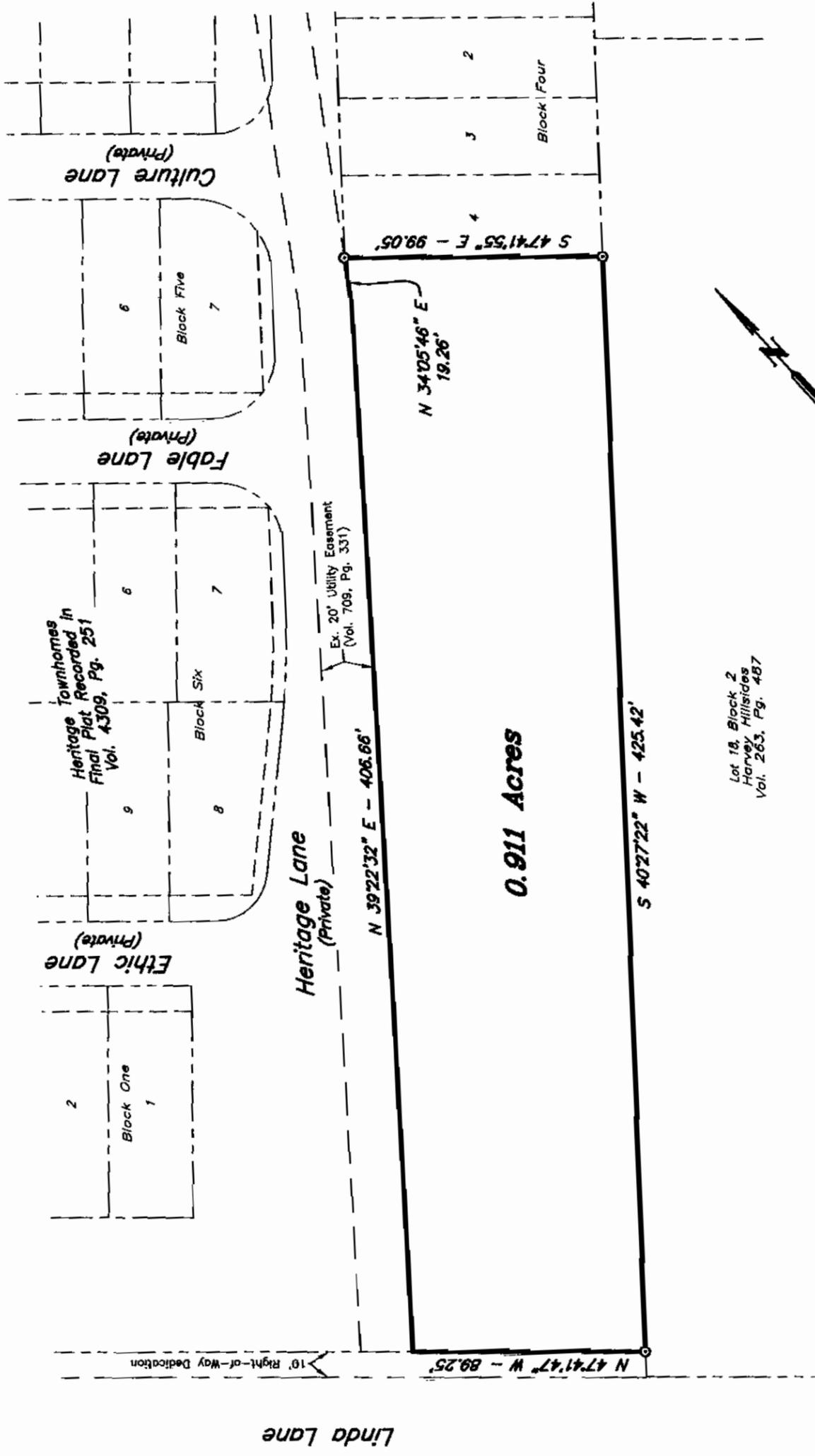


Application for Abandonment of
a Public Right-of-Way/Easement

Located: Within Heritage Townhomes Subdivision
AS per submitted meter and bounds and diagram.

EXHIBIT NO. 2

Attached are two copies of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement sought to be vacated is situated, and the addition or subdivision in which the portion of the public right-of-way/easement sought to be abandoned is situated. Also, the names of record owners of the abutting lots are shown.



Scale: 1" = 50'

LEGEND
 ⊙ - 1/2" Iron Rod Found

Application for Abandonment of
a Public Right-of-Way/Easement

Located: Within Heritage Townhomes Subdivision
As per submitted metes and bounds and diagram.

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS GAS COMPANY

BY: Bob Amell
Title MANAGER RIGHT OF WAY

VERIZON TELEPHONE COMPANY

BY: _____

Title _____

COX COMMUNICATIONS

BY: _____

Title _____

Application for Abandonment of
a Public Right-of-Way/Easement

Located: Within Heritage Townhomes Subdivision

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS GAS COMPANY

BY: _____

Title _____

VERIZON TELEPHONE COMPANY

BY: James A. Smith

Title Supervisor Engineering

COX COMMUNICATIONS

BY: _____

Title _____

Application for Abandonment of
a Public Right-of-Way/Easement

Located: Within Heritage Townhomes Subdivision
PER SUBMITTED SKETCH & FIELD NOTES.

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS GAS COMPANY

BY: _____

Title _____

VERIZON TELEPHONE COMPANY

BY: _____

Title _____

COX COMMUNICATIONS

SUDDENLINK Communications

BY: *Michael L. L.*

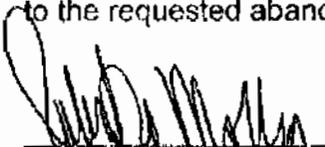
Title *Plant Manager*

Application for Abandonment of
a Public Right-of-Way/Easement

Located: Within Heritage Townhomes Subdivision
as per submitted metes and bounds & diagram.

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.



City Engineer
City of College Station

Building Official
City of College Station

Zoning Official
City of College Station

Fire Marshal
City of College Station

Director of Public Utilities
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Located: Within Heritage Townhomes Subdivision
as per submitted metes and bounds & diagram.

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

City Engineer
City of College Station

CLM

Building Official
City of College Station

[Signature]

Zoning Official
City of College Station

[Signature]

Fire Marshal
City of College Station

[Signature] 23 Jun 06 for Water Services Dept.

Director of Public Utilities
City of College Station

[Signature] 6/23/06 for Electric Dept.

Application for Abandonment of
a Public Right-of-Way/Easement

Located: Within Heritage Townhomes Subdivision
As per submitted plat of the same - 12/21/11

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

Name: Hausman & Carnes Development L P
Address: By: *[Signature]* by Todd Carnes General Partner
Lot 4, Block Four, Heritage Townhomes
Subdivision

Name: *[Signature]*
Address: Javier A. Alcala-Herrera
18 Vista Lane / College Station TX 77845-3834

Name: *[Signature]*
Address: Maria Rose Alcala-Herrera
18 Vista Lane / College Station TX 77845-3834

Name: _____
Address: _____

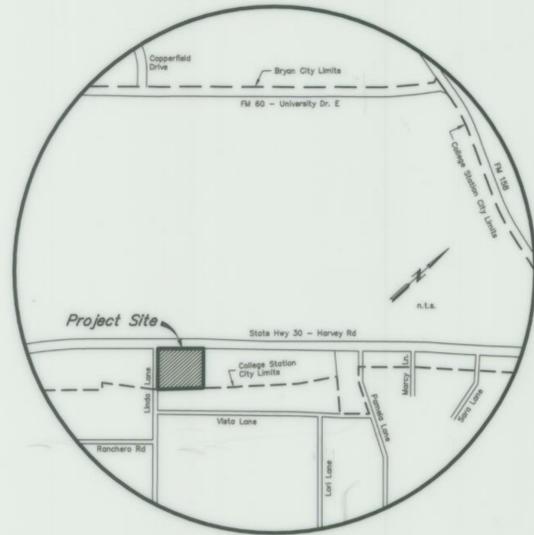
Name: _____
Address: _____

State Highway No. 30 (Harvey Road)
120' R.O.W.

N 42°18'05" E - 568.29'

1/2" Iron Rod Found

Scale: 1" = 30'



Location Map

FIELD NOTES
6.629 Acre Tract

Being all that certain tract or parcel of land lying and being situated in the Maria Kegans League, Abstract No. 28 in College Station, Brazos County, Texas and being a part of Block 4, Harvey Hillside, according to an assigned master plat of Harvey Hillside recorded in Volume 264, Page 484 of the deed records of Brazos County, Texas, (B.C.D.R.) and being the same tract of land called 6.63 acres as described by a deed to the estates of W. M. Sparks recorded in Volume 376, Page 244 (B.C.D.R.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a 1/2-inch iron rod found in the southeast line of State Highway No. 30 marking the west corner of said 6.63 acre tract, said iron rod found being on the northeast right-of-way line of Linda Lane (based on a 50-foot width);

THENCE: N 42° 18' 05" E along the southeast line of State Highway No. 30 (based on a 120-foot width) for a distance of 568.29 feet to a 1/2-inch iron rod found marking the north corner of said 6.63 acre tract and the west corner of a called 3.18 acre tract described by a partition deed to Gardner Parker recorded in Volume 1245, Page 758 (O.R.B.C.);

THENCE: S 47° 41' 55" E along the common line of said 6.63 acre tract and said 3.18 acre tract, at 478.96 feet pass a 5/8-inch iron rod set for reference, continue on for a total distance of 498.96 feet to a point in an unnamed tributary of Carters Creek, said point being on the northwest line of Lot 16, Block 2, Harvey Hillside, according to the plat recorded in Volume 263, Page 487 of the deed records of Brazos County, Texas;

THENCE: S 40° 27' 22" W along the common line of said 6.63 acre tract and said Block 2 for a distance of 568.60 feet to a point on the northeast line of Linda Lane marking the common corner of said 6.63 acre tract and Lot 18, Block 2 Harvey Hillside;

THENCE: N 47° 41' 47" W along the northeast line of said Linda Lane (based on a 50-foot width) at 20.00 feet pass a 5/8-inch iron rod set for reference, continue on for a total distance of 517.27 feet to the POINT OF BEGINNING and containing 6.629 acres of land, more or less.

CERTIFICATE OF SURVEYOR

STATE OF TEXAS
COUNTY OF BRAZOS

I, Michael R. McClure, Registered Professional Land Surveyor No. 2859, in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property and that property markers and monuments were placed under my supervision on the ground.

Michael R. McClure, R.P.L.S. No. 2859

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS
COUNTY OF BRAZOS

We, **HAUSMAN INTERESTS TOWNHOMES, LTD.**, owners and developers of the land shown on this plat, and designated herein as **HERITAGE TOWNHOMES**, Addition to the City of College Station, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever, all streets, alleys, parks, easements, and public places thereon shown for the purpose and consideration therein expressed.

by Mary, Inc., General Partner
by General Partner Carey R. Hausman, Vice President

CERTIFICATE OF THE COUNTY CLERK

I, **Karen McQueen**, County Clerk, in and for said County, do hereby certify that this plat together with its certificates of authentication was filed for record in my office the 10 day of August, 2001, in the Official Records of Brazos County, Texas in Volume 4207, Page 261.

Witness my hand and official Seal, at my office in Bryan, Texas.

Karen McQueen by Barbara Johnson
County Clerk
Brazos County, Texas
Deputy Clerk

GENERAL NOTES:

- Public Right-of-Way Dedication = 0.1187
- Zoning: P.D.-H.
- Prop. Land Use: Single Family Residential Townhomes (55 Lots).
- Min. Lot Area = 0.062 Acres
Avg. Lot Area = 0.0648 Acres
- Private Streets, Common Areas & Stormwater Detention Areas = 2.944 Acres (Total)
All private streets, common areas and stormwater detention areas shall be owned and maintained by the H.O.A.
- According to the Federal Emergency Management Act Flood Insurance Rate Maps for Brazos County, Texas and Incorporated Areas, Map Number 4804100161C, effective July 2, 1992, this property is located in an "Other Area Zone X" which is defined as areas determined to be outside the 500-year flood plain. Extension of the 100 Year Flood Plain has been shown in accordance with regulations of the City of College Station Stormwater Management Ordinance. ORIGIN OF BEARING SYSTEM: The bearing system shown hereon is based on grid north as established from the 1994 City of College Station Mapping and Monumentation Report.
- Building setback or established by the development plan for this PD-H Zoning District.
- The certificated water supplier is the City of College Station.
- Monumentation: Except where otherwise indicated, lot corners are marked with 1/2-inch iron rods.

○ - indicates 3/4" Iron Pipe Set
● - indicates 5/8" Iron Rod Found
⊙ - indicates PK nail control monuments set at selected @ intersections.

11. Abbreviations: P.U.E. - Public Utility Easement
H.O.A. - Homeowners' Association
B.S.L. - Building Setback Line

FINAL PLAT

HERITAGE TOWNHOMES

6.629 ACRES

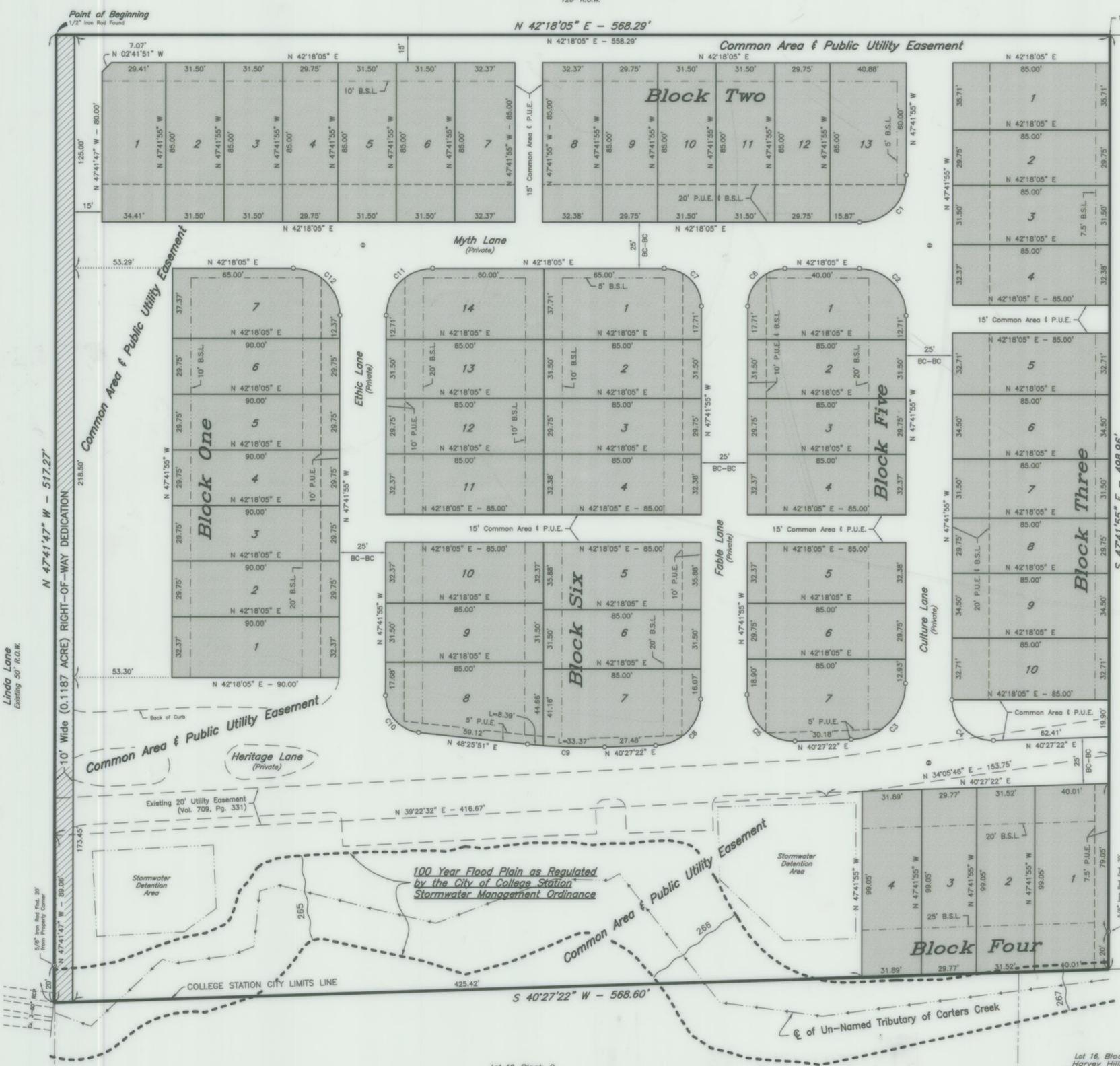
LOTS 1-6, BLOCK ONE ~ LOTS 1-13, BLOCK TWO
LOTS 1-10, BLOCK THREE ~ LOTS 1-4, BLOCK FOUR
LOTS 1-7, BLOCK FIVE ~ LOTS 1-14, BLOCK SIX

MARIA KEGANS LEAGUE, A-28
COLLEGE STATION, BRAZOS COUNTY, TEXAS

AUGUST, 2001
SCALE: 1" = 30'

Owner:
Hausman Interests Townhomes, Ltd.
1328 South Loop West, Suite 100
Houston, Texas 77054

Surveyor:
McClure Engineering, Inc.
1008 Woodcreek Dr., Suite 103
College Station, Texas 77845
(979) 683-3838



CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BRG.	CHORD
C1	90°00'00"	25.00'	39.27'	25.00'	N 02°41'51" W	35.36'	
C2	90°00'00"	25.00'	39.27'	25.00'	S 87°18'05" W	35.36'	
C3	88°09'17"	30.00'	46.16'	29.05'	N 03°37'17" W	41.74'	
C4	91°50'43"	21.92'	35.13'	22.83'	N 86°22'43" E	31.49'	
C5	91°50'43"	25.00'	40.08'	25.82'	N 86°22'43" E	35.92'	
C6	90°00'00"	20.00'	31.42'	20.00'	S 02°41'55" E	28.28'	
C7	90°00'00"	20.00'	31.42'	20.00'	S 87°18'05" W	28.28'	
C8	88°09'17"	25.00'	38.48'	24.21'	N 03°37'17" W	34.78'	
C9	75°02'29"	300.00'	41.78'	20.91'	N 44°26'37" E	41.72'	
C10	83°52'14"	20.00'	29.28'	17.97'	S 89°38'02" E	26.73'	
C11	90°00'00"	25.00'	39.27'	25.00'	S 02°41'55" E	35.36'	
C12	90°00'00"	25.00'	39.27'	25.00'	S 87°18'05" W	35.36'	

Lot 18, Block 2
Harvey Hillside
Vol. 263, Pg. 487

Lot 16, Block 2
Harvey Hillside
Vol. 263, Pg. 487

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.911 ACRE PORTION OF THE VARIABLE WIDTH PUBLIC UTILITY EASEMENT, SAID PORTION LYING WITHIN THE PLATTED COMMON AREA, IN HERITAGE TOWNHOMES SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 4309, PAGE 251, OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a portion of the variable width public utility easement, said portion lying within the platted Common Area of Heritage Townhomes Subdivision, according to the plat recorded in Volume 4309, Page 251, of the Official Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (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.

ORDINANCE NO. _____

Page 2

PASSED, ADOPTED and APPROVED this _____ day of _____, 2006.

APPROVED:

RON SILVIA, Mayor

ATTEST:

CONNIE HOOKS, City Secretary

APPROVED:



City Attorney

FIELD NOTES
0.911 ACRES

Being all that certain tract or parcel of land lying and being situated in the Maria Kegans League, Abstract No. 28 in College Station, Brazos County, Texas and being a part of the Common Area as noted on the HERITAGE TOWNHOMES Subdivision Final Plat recorded in Volume 4309, Page 251 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a set 1/2-inch iron rod for the west corner of Lot 4, Block Four of said HERITAGE TOWNHOMES, said iron rod also being in the southeast line of a 20' Wide Utility Easement described in Volume 709, Page 331 (B.C.D.R.) and marking an interior ell-corner of the said Common Area;

THENCE: S 47° 41' 55" E along the southwest line of said Lot 4 for a distance of 99.05 feet to a set 1/2-inch iron rod for corner in the southeast line of said HERITAGE TOWNHOMES Subdivision, said line also being common with the northwest line of Lot 18, Block 2, HARVEY HILLSIDES ADDITION, according to the plat recorded in Volume 263, Page 487 of the Brazos County Deed Records (B.C.D.R.);

THENCE: S 40° 27' 22" W along the common line of said HERITAGE TOWNHOMES Subdivision and HARVEY HILLSIDES ADDITION for a distance of 425.42 feet to a set 1/2-inch iron rod for corner, said corner also marking the most easterly corner of a 10-foot wide right-of-way dedication for Linda Lane on the said HERITAGE TOWNHOMES Subdivision plat;

THENCE: N 47° 41' 47" W along the said Linda Lane right-of-way line for a distance of 89.25 feet for corner, said corner also being in the beforementioned southeast line of the 20' Utility Easement (709/331);

THENCE: N 39° 22' 32" E along the southeast line of the said utility easement for a distance of 406.66 feet and N 34° 05' 46" E for a distance of 19.26 feet to the POINT OF BEGINNING and containing 0.911 acres of land, more or less.

I, Michael R. McClure, Registered Professional Land Surveyor No. 2859 in the State of Texas do certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Survey.

Michael R. McClure 9/7/01

Michael R. McClure, R.P.L.S. #2859



EXHIBIT

A

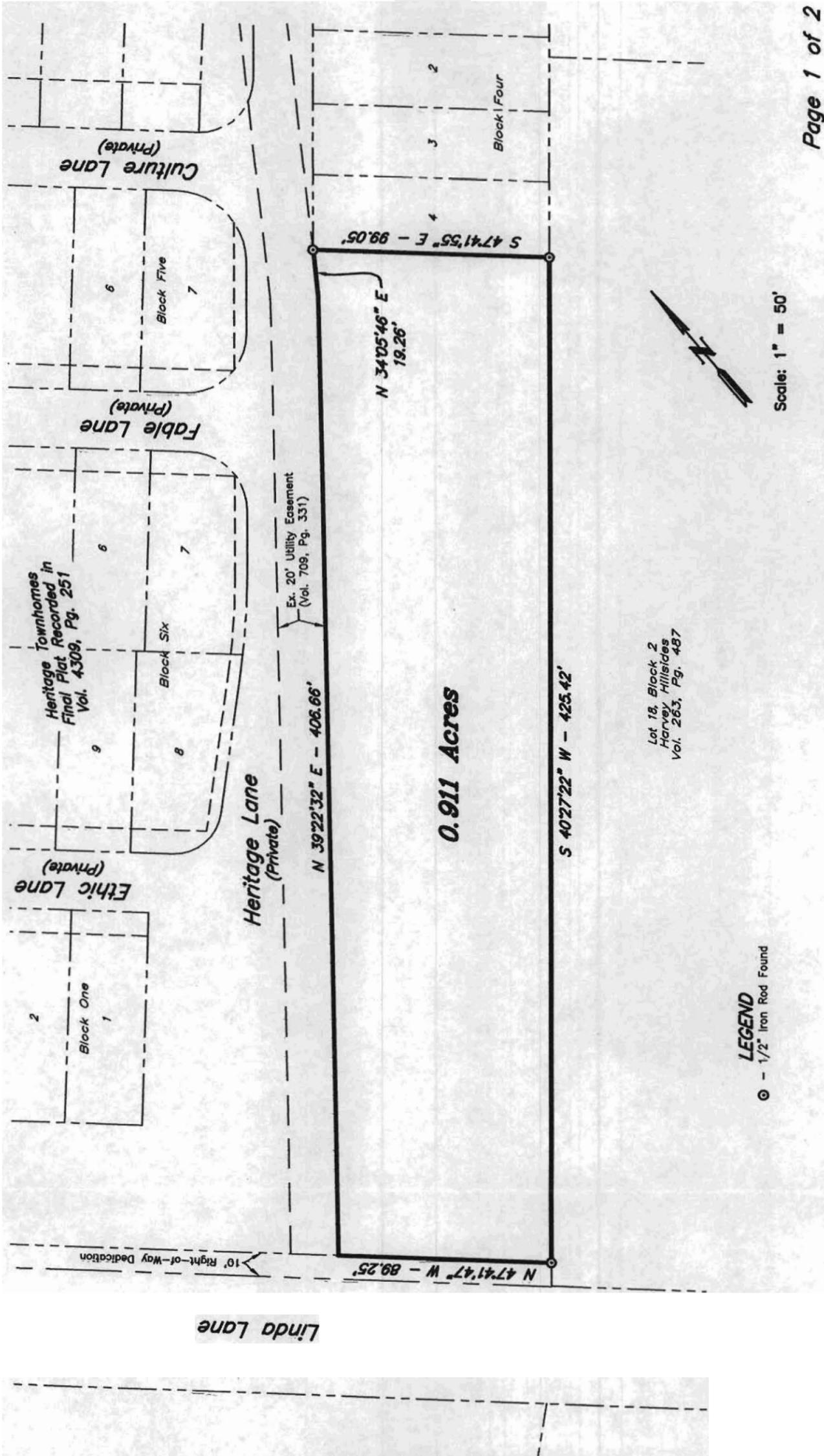


EXHIBIT
A

**September 14, 2006
Regular Agenda
415 Tauber Right-of-Way Abandonment**

To: Glenn Brown, City Manager

From: Charles McLemore, Acting Director of Public Works

Agenda Caption: Public hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning an easement, a portion of the Right-of-Way of Tauber Street, in the City of College Station.

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

Summary: The easement proposed to be abandoned is a 1874 square foot tract in the Right-of-Way of Tauber Street.

As part of a separate development agreement with RADIKOR, Inc, that will be coming to Council in the future, the developer will relocate a sewer line and dedicate a 1018 square foot tract of land. This sewer line relocation and land dedication is a programmed City of College Station CIP, Tauber/Stasney Street Rehabilitation and Northgate Sidewalks (ST0505), currently under design.

Budget & Financial Summary: N/A

Attachments:

1. Vicinity Map
2. Ordinance
3. Ordinance Exhibit A
4. Application for abandonment

Public Works - Geographic Information



ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 1874 SQUARE FOOT PORTION OF THE TAUBER STREET VARIABLE WIDTH RIGHT OF WAY, SAID PORTION LYING ALONG LOTS 9 & 10, BLOCK 4, OF THE W.C. BOYETT ESTATE PARTITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 100, PAGE 440 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a portion of the Tauber Street Variable Width Right-of-Way, said portion lying along Lots 9 & 10, Block 4, of the W. C. Boyett Estate Partition, according to the plat recorded in Volume 100, Page 440, of the Deed Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (such portion hereinafter referred to as the "Right-of-Way"); and

WHEREAS, in order for the Right-of-Way 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 Right-of-Way described in Exhibit "A" attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Right-of-Way 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 Right-of-Way.
3. There is no anticipated future public need or use for the Right-of-Way.
4. Abandonment of the Right-of-Way will not impact access for all public utilities to serve current and future customers.

PART 2: That the Right-of-Way as described in Exhibit "A" be abandoned and vacated by the City.

ORDINANCE NO. _____

Page 2

PASSED, ADOPTED and APPROVED this 14th day of September, 2006.

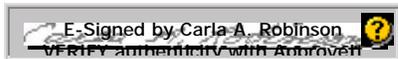
APPROVED:

RON SILVIA, Mayor

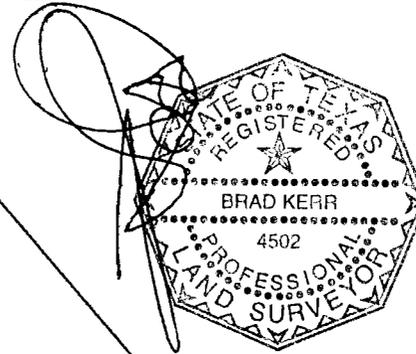
ATTEST:

CONNIE HOOKS, City Secretary

APPROVED:

E-Signed by Carla A. Robinson
VERIFY authenticity with Adobe®

City Attorney



SCALE: 1" = 20'

BEARING SYSTEM SHOWN HEREON IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

SEE METES AND BOUNDS PREPARED JULY, 2006, FOR MORE DESCRIPTIVE INFORMATION.

PROPOSED NEW R.O.W. LINE

LOT 4
BLOCK 22

POINT OF
BEGINNING
3/8 INCH IRON
ROD FOUND

N 25° 77' 23" E
N 42° 21' 23" E

R=708.76'
D=03° 09' 35"
L=39.08'
T=19.55'
LC=39.08'
CB=S 38° 34' 38" E

TAUBER STREET
VARIABLE WIDTH R.O.W.

LOT 3
BLOCK 22

REVISED 07-28-06

LOT 9
BLOCK 4

N 47° 45' 32" W
109.94'

0.043 AC. — 1874 SQ. FT.

R=758.24'
D=05° 26' 24"
L=71.99'
T=36.02'
LC=71.97'
CB=S 39° 43' 01" E

W. C. BOYETT ESTATE PARTITION
PLAT 100/440

LOT 10
BLOCK 4

S 41° 55' 15" W
9.47'

LOT 11
BLOCK 4

Exhibit "A"

LAND BOUNDARY SURVEY PLAT
OF A 1874 SQUARE FOOT TRACT
PORTION OF TAUBER STREET R.O.W.
W. C. BOYETT ESTATE PARTITION
VOLUME 100, PAGE 440
COLLEGE STATION, BRAZOS COUNTY, TEXAS



SCALE: 1 INCH = 20 FEET
SURVEY DATE: FEB. 2006
PLAT DATE: 07-06-06
JOB NUMBER: 06-409
CAD NAME: 06-409B

CR5 FILE: HIGHLD2 (cont); 06-014 (job)
PREPARED BY: KERR SURVEYING, LLC
505 CHURCH STREET, P.O. BOX 269
COLLEGE STATION, TEXAS 77841
PHONE (979) 268-3195

**METES AND BOUNDS DESCRIPTION
OF A
1874 SQUARE FOOT TRACT
PORTION OF TAUBER STREET R.O.W.
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF THE RIGHT-OF-WAY OF TAUBER STREET AS REFLECTED BY THE W. C. BOYETT ESTATE PARTITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 100, PAGE 440 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/8 INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF LOT 4, BLOCK 22, MARKING THE NORTH CORNER OF LOT 9, BLOCK 4, W. C. BOYETT ESTATE PARTITION (100/440);

THENCE: N 42° 21' 23" E ALONG THE SOUTHEAST LINE OF SAID LOT 4 FOR A DISTANCE OF 25.77 FEET TO A POINT ON THE PROPOSED SOUTHWEST LINE OF TAUBER STREET, SAID POINT MARKING THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 708.76 FEET;

THENCE: THROUGH THE EXISTING RIGHT-OF-WAY OF TAUBER STREET AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 09' 35" FOR AN ARC DISTANCE OF 39.08 FEET (CHORD BEARS: S 38° 34' 38" E – 39.08 FEET) TO A POINT MARKING THE ENDING POINT OF SAID CURVE AND THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 758.24 FEET;

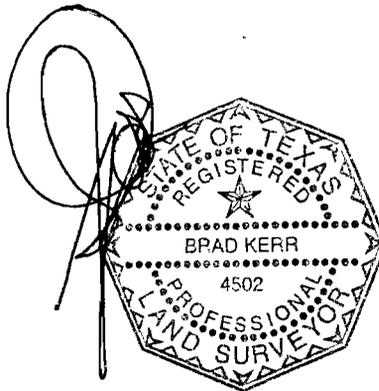
THENCE: CONTINUING THROUGH THE EXISTING RIGHT-OF-WAY OF TAUBER STREET AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05° 26' 24" FOR AN ARC DISTANCE OF 71.99 FEET (CHORD BEARS: S 39° 43' 01" E – 71.97 FEET) TO A POINT;

THENCE: S 41° 55' 15" W CONTINUING THROUGH THE EXISTING RIGHT-OF-WAY OF TAUBER STREET FOR A DISTANCE OF 9.47 FEET TO A POINT MARKING THE COMMON CORNER OF LOT 10 AND LOT 11, BLOCK 4 (PLAT 100/440);

THENCE: N 47° 45' 32" W ALONG THE EXISTING SOUTHEAST LINE OF TAUBER STREET FOR A DISTANCE OF 109.94 FEET TO THE **POINT OF BEGINNING** CONTAINING 1874 SQUARE FEET OF LAND. FOR MORE DESCRIPTIVE INFORMATION SEE PLAT PREPARED JULY, 2006. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:\work\06-409B.mab



REVISED 07-28-06



For Office Use Only
P&Z Case No. 06-154
Date Submitted: 7/14/06

12.50
PK

ABANDONMENT OF PUBLIC ROW-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS

- \$300.00 Abandonment of Public Right-of-Way (ROW)/Easement application fee.
- A completed copy of the attached Abandonment of Public ROW/Easement application.
- All exhibits processed (except for Exhibit No. 4, which will be processed by staff).

ADDRESS 415 TAUBER

LEGAL DESCRIPTION LOT 9 & 10 BLOCK 4 BOYETT SUBDIVISION

APPLICANT (Primary Contact for the Project):

Name DALE O'KEILLY E-Mail DALE@ARCOL.COM
Street Address 10777 WESTHEIMER #1125
City HOUSTON State TEXAS Zip Code 77042
Phone Number 713-782-7799 x7 Fax Number 713-782-2626

PROPERTY OWNER'S INFORMATION (if different from above):

Name KADAKOR, LLC E-Mail _____
Street Address _____
City _____ State _____ Zip Code _____
Phone Number _____ Fax Number _____

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct.

[Signature]
Signature of Owner

7/12/2006
Date

APPLICATION FOR
THE ABANDONMENT OF A
PUBLIC RIGHT-OF-WAY/EASEMENT

Date: 7/12/2006

Location of Right-of-Way/Easement to be Abandoned: 415 TAUBER
- BETWEEN LOT 9 & 10, BLOCK 4 BOYETTE SUBDIVISION AND
THE STREET (TAUBER)

Property Owner's Name & Address: RADAKOR, LLC. - 10777 WESTHEIMER
HOUSTON, TEXAS 77042

Property Owner's Phone Number: 713-282-7799 x7

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.
2. Attached, marked Exhibit No. 1, are two sealed metes and bounds descriptions (dividing the area in half) of the area sought to be abandoned, prepared by a Registered Public Surveyor.
3. Attached, marked Exhibit No. 2, are two copies of a plat or detailed sketch of that portion of the public right-of-way/easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of-way/easement is situated, together with the record owners of such lots.
4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.
5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.
6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

NONE

7. Such public right-of-way/easement should be abandoned because:

THE CITY HAS NO USE FOR THIS LAND AND
RADAKOR NEEDS THIS AREA FOR DEVELOPMENT
PURPOSES.

8. Such public right-of-way/easement has been and is being used as follows:

NOT BEING USED.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Owner's Signature: *Dale S. O'Reilly*

Owner's Name: DALE S. O'REILLY, AGENT FOR RADAKOR, LLC

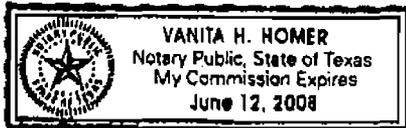
Owner's Address: 10777 WESTHEIMER, #1125, HOUSTON TX 77042

Owner's Phone Number: 713-782-7799 x7

STATE OF TEXAS)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

Subscribed and sworn to before me, a Notary Public, this 12th day of July, 2006, by Dale S. O'Reilly.



Vanita H. Homer
Notary Public in and for
the State of Texas

**METES AND BOUNDS DESCRIPTION
OF A
1874 SQUARE FOOT TRACT
PORTION OF TAUBER STREET R.O.W.
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF THE RIGHT-OF-WAY OF TAUBER STREET AS REFLECTED BY THE W. C. BOYETT ESTATE PARTITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 100,P AGE 440 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/8 INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF LOT 4, BLOCK 22, MARKING THE NORTH CORNER OF LOT 9, BLOCK 4, W. C. BOYETT ESTATE PARTITION (100/440);

THENCE: N 42° 21' 23" E ALONG THE SOUTHEAST LINE OF SAID LOT 4 FOR A DISTANCE OF 25.77 FEET TO A POINT ON THE PROPOSED SOUTHWEST LINE OF TAUBER STREET, SAID POINT MARKING THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 708.76 FEET;

THENCE: THROUGH THE EXISTING RIGHT-OF-WAY OF TAUBER STREET AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 09' 35" FOR AN ARC DISTANCE OF 39.08 FEET (CHORD BEARS: S 38° 34' 38" E - 39.08 FEET) TO A POINT MARKING THE ENDING POINT OF SAID CURVE AND THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 758.24 FEET;

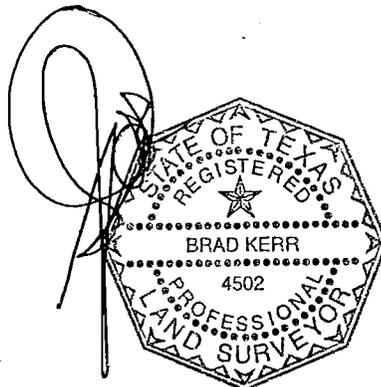
THENCE: CONTINUING THROUGH THE EXISTING RIGHT-OF-WAY OF TAUBER STREET AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05° 26' 24" FOR AN ARC DISTANCE OF 71.99 FEET (CHORD BEARS: S 39° 43' 01" E - 71.97 FEET) TO A POINT;

THENCE: S 41° 55' 15" W CONTINUING THROUGH THE EXISTING RIGHT-OF-WAY OF TAUBER STREET FOR A DISTANCE OF 9.47 FEET TO A POINT MARKING THE COMMON CORNER OF LOT 10 AND LOT 11, BLOCK 4 (PLAT 100/440);

THENCE: N 47° 45' 32" W ALONG THE EXISTING SOUTHEAST LINE OF TAUBER STREET FOR A DISTANCE OF 109.94 FEET TO THE **POINT OF BEGINNING** CONTAINING 1874 SQUARE FEET OF LAND. FOR MORE DESCRIPTIVE INFORMATION SEE PLAT PREPARED JULY, 2006. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FORM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:\work\06-409B.mab



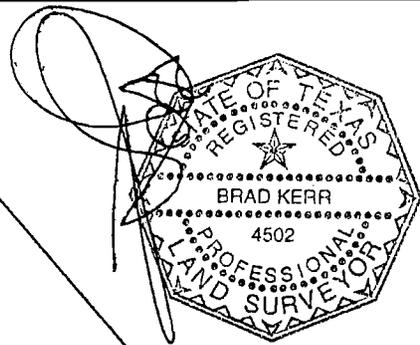
REVISED 07-28-06

Application for Abandonment of
a Public Right-of-Way/Easement

Located: 415 TAUBER

EXHIBIT NO. 2

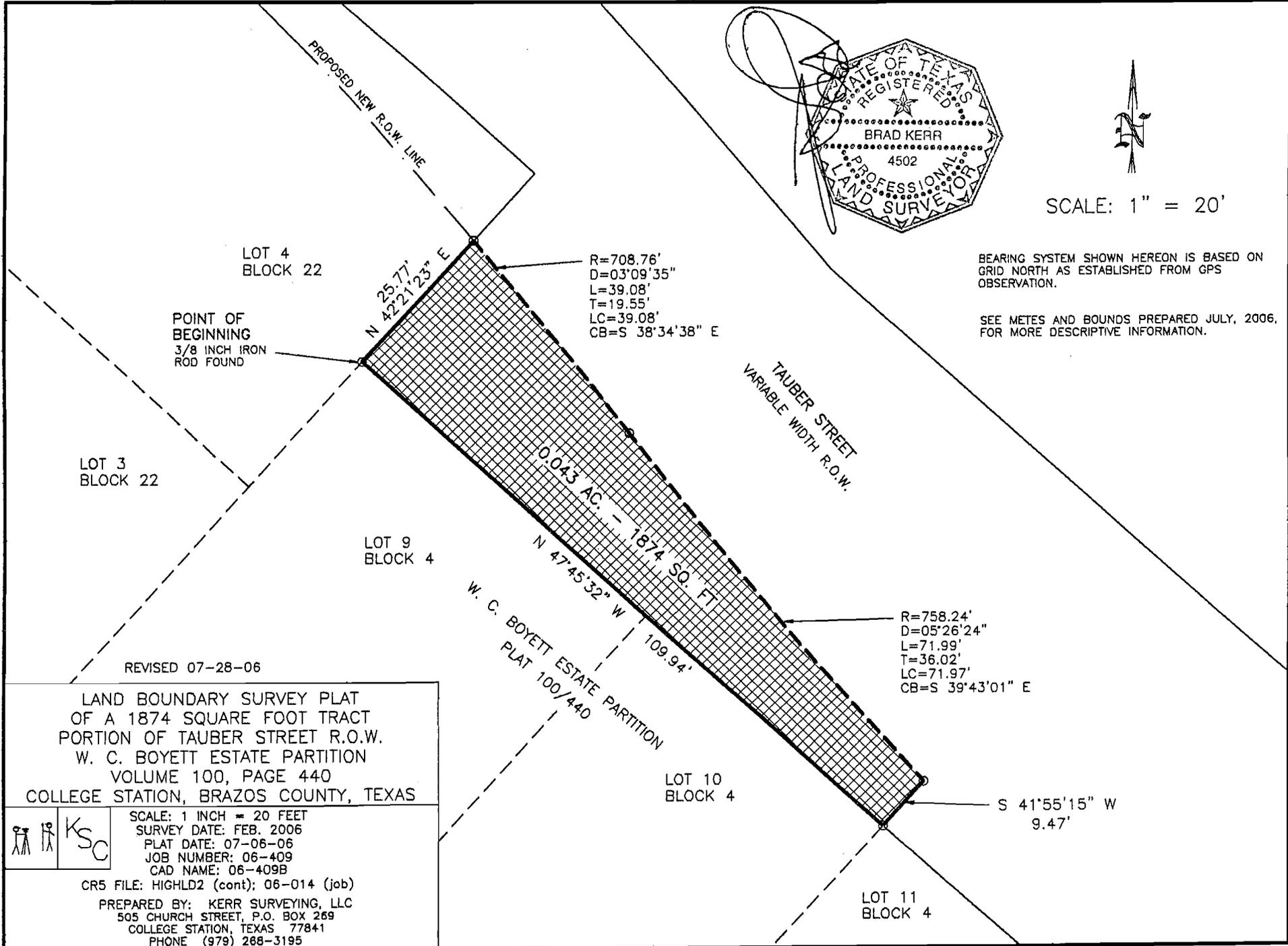
Attached are two copies of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement sought to be vacated is situated, and the addition or subdivision in which the portion of the public right-of-way/easement sought to be abandoned is situated. Also, the names of record owners of the abutting lots are shown



SCALE: 1" = 20'

BEARING SYSTEM SHOWN HEREON IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

SEE METES AND BOUNDS PREPARED JULY, 2006, FOR MORE DESCRIPTIVE INFORMATION.



LOT 4
BLOCK 22

POINT OF
BEGINNING
3/8 INCH IRON
ROD FOUND

R=708.76'
D=03°09'35"
L=39.08'
T=19.55'
LC=39.08'
CB=S 38°34'38" E

LOT 3
BLOCK 22

LOT 9
BLOCK 4

TAUBER STREET
VARIABLE WIDTH R.O.W.

0.043 AC. = 1874 SQ. FT.

R=758.24'
D=05°26'24"
L=71.99'
T=36.02'
LC=71.97'
CB=S 39°43'01" E

REVISED 07-28-06

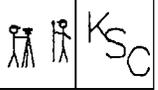
W. C. BOYETT ESTATE PARTITION
PLAT 100/440

LOT 10
BLOCK 4

S 41°55'15" W
9.47'

LOT 11
BLOCK 4

LAND BOUNDARY SURVEY PLAT
OF A 1874 SQUARE FOOT TRACT
PORTION OF TAUBER STREET R.O.W.
W. C. BOYETT ESTATE PARTITION
VOLUME 100, PAGE 440
COLLEGE STATION, BRAZOS COUNTY, TEXAS



SCALE: 1 INCH = 20 FEET
SURVEY DATE: FEB. 2006
PLAT DATE: 07-06-06
JOB NUMBER: 06-409
CAD NAME: 06-409B

CR5 FILE: HIGHLD2 (cont); 06-014 (job)

PREPARED BY: KERR SURVEYING, LLC
505 CHURCH STREET, P.O. BOX 269
COLLEGE STATION, TEXAS 77841
PHONE (979) 268-3195

Application for Abandonment of
a Public Right-of-Way/Easement

Located: 415 THUBER

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS GAS COMPANY

BY: [Signature]
Title Engineer

VERIZON TELEPHONE COMPANY

BY: _____
Title _____

COX COMMUNICATIONS

BY: _____
Title _____

Application for Abandonment of
a Public Right-of-Way/Easement

Located: 415 TAUBER

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS GAS COMPANY

BY: _____
Title _____

VERIZON TELEPHONE COMPANY

BY: Jim Swant
Title Supervisor - Network Engineering
Bryan, Texas

COX COMMUNICATIONS

BY: _____
Title _____

Application for Abandonment of
a Public Right-of-Way/Easement

Located: Lots 9 & 10, Block 4 of the Baysett subdivision
Along Taylor St

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS GAS COMPANY

BY: _____
Title _____

VERIZON TELEPHONE COMPANY

BY: _____
Title _____

~~XXXXXXXXXXXXXXXXXXXX~~ SuddenLink Communications

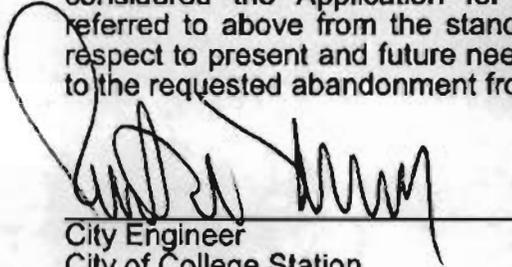
BY: M. J. [Signature] 6-28-06
Title Plant Manager

Application for Abandonment of
a Public Right-of-Way/Easement

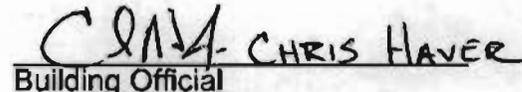
Located: _____

EXHIBIT NO. 4

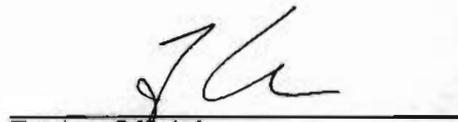
The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.



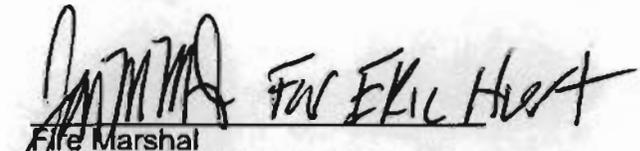
City Engineer
City of College Station



Building Official
City of College Station



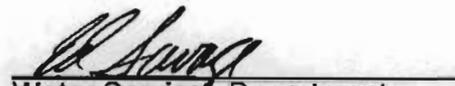
Zoning Official
City of College Station



Fire Marshal
City of College Station



Electric Department
City of College Station 8/11/06



Water Services Department
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Located: 415 TAUBER

EXHIBIT NO. 5

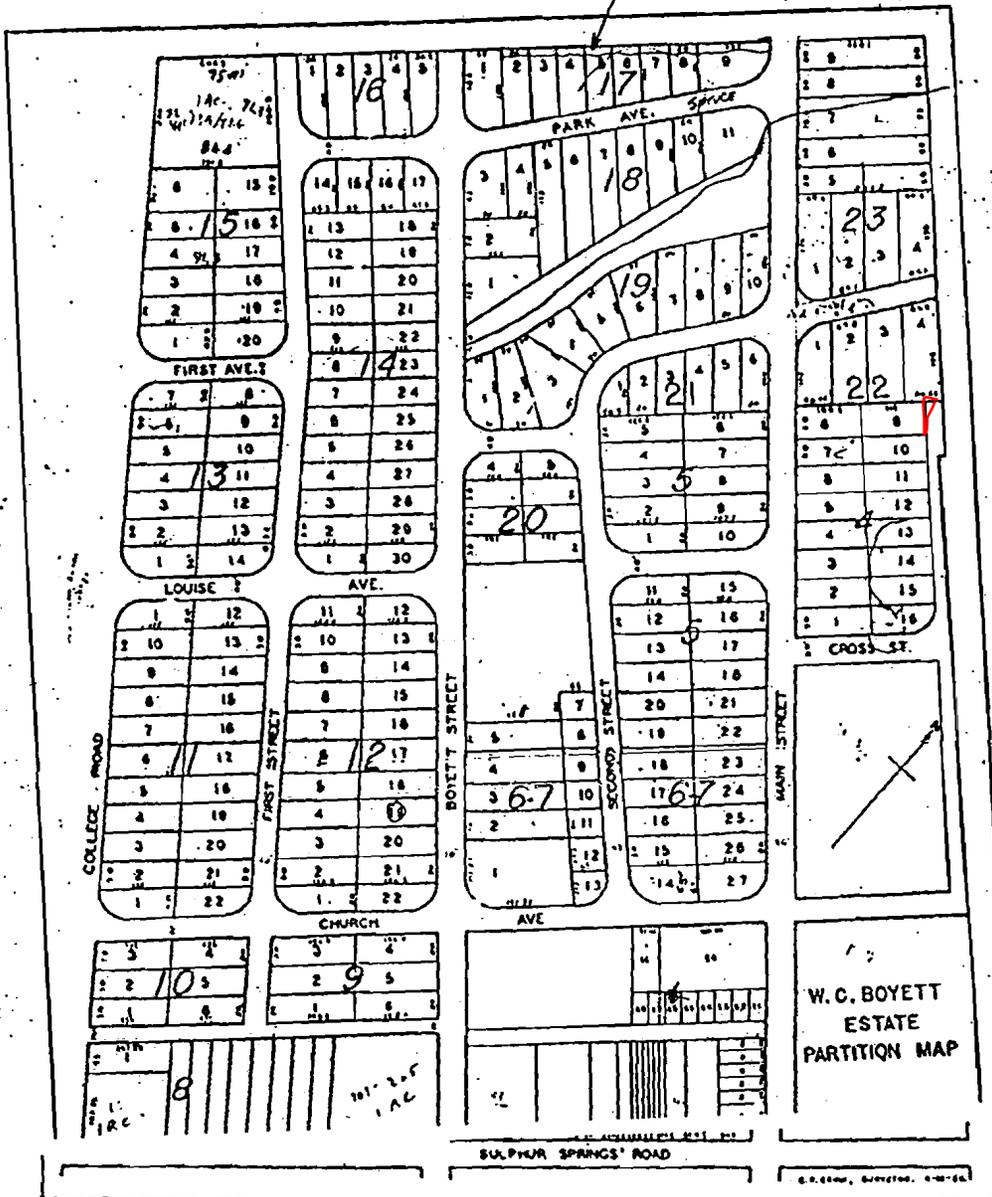
The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

Name: NONE

Address: _____

Name: _____

Address: _____



The foregoing is a true and correct copy of the original instrument which was filed for record on the 22nd day of June, A. D. 1939, at 5 o'clock p.m. and duly recorded on this the 19th day of July, A. D. 1939, at 11:55 o'clock a.m. to which I certify.

Frank Worsham, C. C. B. S.
Miss D. P. Hester Deputy
 (b)

~~Handwritten scribble~~

plz
 Vol. 100, Pg. 440

September 14, 2006
Regular Agenda
1010 University Drive Public Utility Easement Abandonment

To: Glenn Brown, City Manager

From: Charles McLemore, Acting Director of Public Works

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance vacating and abandoning a portion of a variable width public utility easement located on Lot3A, Block 1, of One Lincoln Place Subdivision in the City of College Station.

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

Summary: The easement proposed to be abandoned is a portion of a variable width public utility easement located on Lot3A, Block 1, of One Lincoln Place Subdivision in the City of College Station. No public utilities are located within the area to be abandoned.

Budget & Financial Summary: N/A

Attachments:

1. Vicinity Map
2. Ordinance for abandonment of the portion of the public utility easement
3. Exhibit "A" of the Ordinance
4. Application for abandonment of the portion of the public utility easement

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 161.6 SQUARE FOOT PORTION OF THE VARIABLE WIDTH PUBLIC UTILITY EASEMENT, SAID PORTION LYING ALONG LOT 3A, BLOCK 1, OF THE ONE LINCOLN PLACE SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 5190, PAGE 160, OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a portion of the variable width public utility easement, said portion lying along Lot 3A, Block 1, of the One Lincoln Place Subdivision, according to the plat recorded in Volume 5190, Page 160, of the Official Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (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.

ORDINANCE NO. _____

Page 2

PASSED, ADOPTED and APPROVED this _____ day of _____, 2006.

APPROVED:

RON SILVIA, Mayor

ATTEST:

CONNIE HOOKS, City Secretary

APPROVED:

E-Signed by Carla A. Robinson
VERIFY authenticity with Approver

City Attorney



SCALE: 1" = 10'

POINT OF BEGINNING

LOT 3A
BLOCK 1

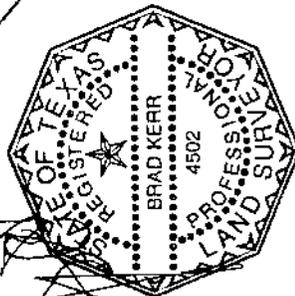
N/F
SPIRIT DEVELOPMENT I LTD.
2786/308

161.6 SQ. FT.
ENCROACHMENT

EXISTING 842 SQ. FT.
UTILITY EASEMENT
3383/284
3497/257
3497/263 AND
PLAT 5190/160

EDGE OF BUILDING

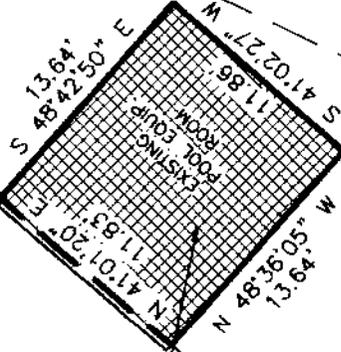
"HAWTHORN SUITES"



EXISTING 20' UTILITY AND
WATER LINE EASEMENT
PLATS 690/175 & 5190/160

N 49°01'02" W 51.83'

S 41°10'20" W 17.48'



EXISTING 20' UTILITY
EASEMENT
PLATS 690/175 & 5190/160

EXISTING 20' UTILITY
EASEMENT
PLATS 690/175 & 5190/160

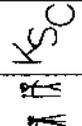
"WHEELER RIDGE SUBDIVISION, PHASE TWO"

PK NAIL FOUND BEARS:
N 41°00'03" E 20.00'

PK NAIL FOUND BEARS:
S 41°00'03" W 320.54'

SURVEY PLAT
OF A 161.6 SQ. FT. TRACT
PORTION OF LOT 3A, BLOCK 1
ONE LINCOLN PLACE
VOLUME 5190, PAGE 160
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1 INCH = 10 FEET
SURVEY DATE: 11-23-06
PLAT DATE: 02-15-06
JOB NUMBER: 06-075
CAD NAME: 06-075
CR5 FILE: 05--652



PREPARED BY: KERR SURVEYING, LLC
505 CHURCH STREET, P.O. BOX 268
COLLEGE STATION, TEXAS 77841
PHONE (979) 268-3195

SEE METES AND BOUNDS PREPARED FEBRUARY,
2006, FOR MORE DESCRIPTIVE INFORMATION.

BEARING SYSTEM SHOWN HEREON IS BASED ON
THE PLAT CALL BEARINGS OF ONE LINCOLN PLACE,
VOLUME 5190, PAGE 160.

**METES AND BOUNDS DESCRIPTION
OF A
161.6 SQUARE FOOT TRACT
PORTION OF LOT 3A, BLOCK 1
ONE LINCOLN PLACE
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF LOT 3A, BLOCK 1, ONE LINCOLN PLACE, ACCORDING TO THE PLAT RECORDED IN VOLUME 5190, PAGE 160 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT LYING WITHIN AN EXISTING 842 SQUARE FOOT UTILITY EASEMENT ORIGINALLY RECORDED IN VOLUME 3383, PAGE 284 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A ½ INCH IRON ROD FOUND MARKING THE EAST CORNER OF SAID LOT 3A;

THENCE: S 41° 00' 03" W ALONG THE SOUTHEAST LINE OF SAID LOT 3A FOR A DISTANCE OF 20.00 FEET TO A POINT ON THE EXTENSION OF THE SOUTHWEST LINE OF AN EXISTING 20.00 FOOT WIDE UTILITY AND WATER LINE EASEMENT, FOR REFERENCE A PK NAIL FOUND MARKING THE SOUTH CORNER OF SAID LOT 3A BEARS: S 41° 00' 03" W FOR A DISTANCE OF 320.54 FEET;

THENCE: N 49° 01' 02" W THROUGH SAID LOT 3A AND ALONG THE SOUTHWEST LINE OF SAID 20.00 FOOT WIDE UTILITY AND WATER LINE EASEMENT, AND THE EXTENSION THEREOF, FOR A DISTANCE OF 51.65 FEET TO A POINT MARKING THE NORTH CORNER OF SAID 842 SQUARE FOOT UTILITY EASEMENT;

THENCE: S 41° 01' 20" W CONTINUING THROUGH SAID LOT 3A AND ALONG THE NORTHWEST LINE OF SAID 842 SQUARE FOOT UTILITY EASEMENT FOR A DISTANCE OF 17.46 FEET TO A POINT ON THE NORTHEAST LINE OF AN EXISTING STRUCTURE MARKING THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

THENCE: ALONG THE OUTER EDGE OF SAID STRUCTURE AND CONTINUING THROUGH SAID LOT 3A AND SAID 842 SQUARE FOOT UTILITY EASEMENT FOR THE FOLLOWING CALLS:

S 48° 42' 50" E FOR A DISTANCE OF 13.64 FEET TO A POINT;

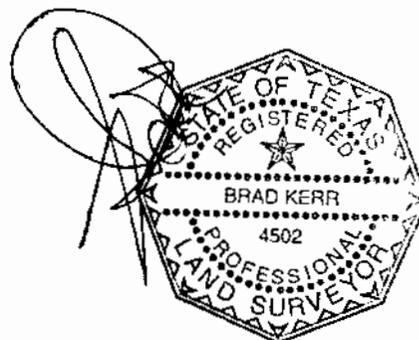
S 41° 02' 27" W FOR A DISTANCE OF 11.86 FEET TO A POINT;

N 48° 36' 05" W FOR A DISTANCE OF 13.64 FEET TO A POINT ON THE NORTHWEST LINE OF SAID 842 SQUARE FOOT UTILITY EASEMENT;

THENCE: N 41° 01' 10" E CONTINUING THROUGH SAID LOT 3A, THROUGH SAID STRUCTURE AND ALONG THE NORTHWEST LINE OF SAID 842 SQUARE FOOT UTILITY EASEMENT FOR A DISTANCE OF 11.83 FEET TO THE **POINT OF BEGINNING** CONTAINING 161.6 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND NOVEMBER 2005. SEE PLAT PREPARED FEBRUARY 2006, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASE DON THE PLAT CALL BEARINGS OF ONE LINCOLN PLACE, 5190/160.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/06-075.MAB





For Office Use Only	
P&Z Case No.	06-97
Date Submitted:	8/9/06

11.45
BL

ABANDONMENT OF PUBLIC ROW-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS	
<input type="checkbox"/>	\$300.00 Abandonment of Public Right-of-Way (ROW)/Easement application fee.
<input type="checkbox"/>	A completed copy of the attached Abandonment of Public ROW/Easement application.
<input type="checkbox"/>	All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
<input type="checkbox"/>	A completed copy of the Easement Dedication Sheet application with all requirements.

ADDRESS 1010 University Drive E,

LEGAL DESCRIPTION Lot 3A, Block 1, One Lincoln Place

APPLICANT (Primary Contact for the Project):

Name Frank Mackey E-Mail Fmackey@childdevelopment.com
 Street Address 1601 Elm Street, Suite 4700
 City Dallas State TX Zip Code 75201
 Phone Number 214.922.1084 Fax Number 214.922.1048

PROPERTY OWNER'S INFORMATION (if different from above):

Name Turtle Creek College Station Suites, Ltd. E-Mail same as above
 Street Address same as above
 City same as above State same as above Zip Code _____
 Phone Number _____ Fax Number _____

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct.

Frank Mackey VP
 Signature of Owner

August 8, 2006
 Date

Turtle Creek College Station Suites, Ltd.
 By: Maroon Hotels, Inc., its General Partner
 By: Frank Mackey, its Vice President

**APPLICATION FOR
THE ABANDONMENT OF A
PUBLIC RIGHT-OF-WAY/EASEMENT**

Date: 8/8/2006

Location of Right-of-Way/Easement to be Abandoned: 1010 University Drive E., portion of lot 3A, Block 1, One Lincoln Place, easement located adjacent to and adjoining east corner of hotel structure (pool room to south of pool)
Property Owner's Name & Address: Turtle Creek College Station Suites, Ltd., 1601 Elm Street, Suite 4700, Dallas, TX 75201
Property Owner's Phone Number: 214.922.1084

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.
2. Attached, marked Exhibit No. 1, are two sealed metes and bounds descriptions (dividing the area in half) of the area sought to be abandoned, prepared by a Registered Public Surveyor.
3. Attached, marked Exhibit No. 2, are two copies of a plat or detailed sketch of that portion of the public right-of-way/easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of-way/easement is situated, together with the record owners of such lots.
4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.
5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.
6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

JM

7. Such public right-of-way/easement should be abandoned because:

See Previous Application

8. Such public right-of-way/easement has been and is being used as follows:

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Turtle Creek College Station Suites, Ltd.
By: Maroon Hotels, its General Partner

Owner's Signature: Frank Mackey VP

By: Frank Mackey, its Vice President

Owner's Name: Turtle Creek College Station Suites, Ltd.

Owner's Address: 1601 Elm Street,

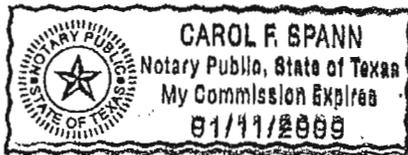
Owner's Phone Number: 214, 922; 1084

STATE OF TEXAS }
COUNTY OF BRAZOS }

ACKNOWLEDGMENT

Subscribed and sworn to before me, a Notary Public, this 9th day of August, 2006, by Frank Mackey.

Carol Spann
Notary Public in and for
the State of Texas



7. A License to Encroach the public utility easement should be granted because:

easement was granted and approved showing pool room
lying within easement area (see attached)

8. Such public utility easement has been and is being used as follows:

Transformers and underground electrical. No evidence
of any other public utility.

Application for License to
Encroach a Public Utility Easement

Located: 1010 University Drive E.

EXHIBIT NO. 1

Attached are two sealed copies of the metes and bounds description of that portion of the public utility situated in One Lincoln Place
Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be encroached upon.

**METES AND BOUNDS DESCRIPTION
OF A
161.6 SQUARE FOOT TRACT
PORTION OF LOT 3A, BLOCK 1
ONE LINCOLN PLACE
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

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SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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THENCE: N 49° 01' 02" W THROUGH SAID LOT 3A AND ALONG THE SOUTHWEST LINE OF SAID 20.00 FOOT WIDE UTILITY AND WATER LINE EASEMENT, AND THE EXTENSION THEREOF, FOR A DISTANCE OF 51.65 FEET TO A POINT MARKING THE NORTH CORNER OF SAID 842 SQUARE FOOT UTILITY EASEMENT;

THENCE: S 41° 01' 20" W CONTINUING THROUGH SAID LOT 3A AND ALONG THE NORTHWEST LINE OF SAID 842 SQUARE FOOT UTILITY EASEMENT FOR A DISTANCE OF 17.46 FEET TO A POINT ON THE NORTHEAST LINE OF AN EXISTING STRUCTURE MARKING THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

THENCE: ALONG THE OUTER EDGE OF SAID STRUCTURE AND CONTINUING THROUGH SAID LOT 3A AND SAID 842 SQUARE FOOT UTILITY EASEMENT FOR THE FOLLOWING CALLS:

S 48° 42' 50" E FOR A DISTANCE OF 13.64 FEET TO A POINT;

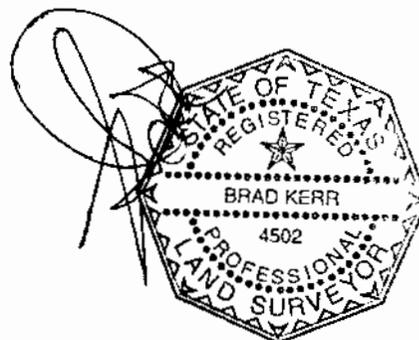
S 41° 02' 27" W FOR A DISTANCE OF 11.86 FEET TO A POINT;

N 48° 36' 05" W FOR A DISTANCE OF 13.64 FEET TO A POINT ON THE NORTHWEST LINE OF SAID 842 SQUARE FOOT UTILITY EASEMENT;

THENCE: N 41° 01' 10" E CONTINUING THROUGH SAID LOT 3A, THROUGH SAID STRUCTURE AND ALONG THE NORTHWEST LINE OF SAID 842 SQUARE FOOT UTILITY EASEMENT FOR A DISTANCE OF 11.83 FEET TO THE **POINT OF BEGINNING** CONTAINING 161.6 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND NOVEMBER 2005. SEE PLAT PREPARED FEBRUARY 2006, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASE DON THE PLAT CALL BEARINGS OF ONE LINCOLN PLACE, 5190/160.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/06-075.MAB



Application for License to
Encroach a Public Utility Easement

Located: 1010 University Drive E.

EXHIBIT NO. 2

Attached are two copies of a plat or detailed sketch of the public utility easement sought to be encroached upon in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public utility easement sought to be encroached upon is situated, and the addition or subdivision in which the portion of the public utility easement sought to be encroached upon is situated. Also, the names of record owners of the abutting lots are shown.



SCALE: 1" = 10'

POINT OF BEGINNING

LOT 3A
BLOCK 1

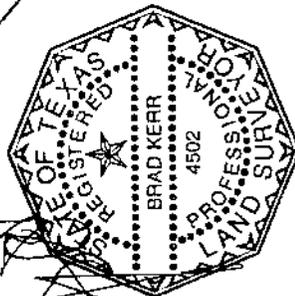
N/F
SPIRIT DEVELOPMENT I LTD.
2786/308

161.6 SQ. FT.
ENCROACHMENT

EXISTING 842 SQ. FT.
UTILITY EASEMENT
3383/284
3497/257
3497/263 AND
PLAT 5190/160

EDGE OF BUILDING

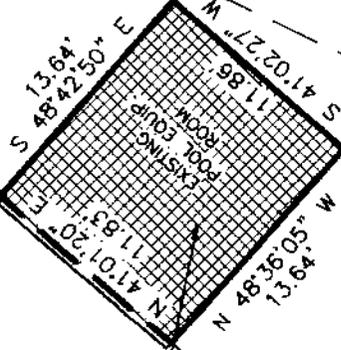
"HAWTHORN SUITES"



EXISTING 20' UTILITY AND
WATER LINE EASEMENT
PLATS 690/175 & 5190/160

N 49°01'02" W 51.83'

S 41°10'20" W 17.48'



EXISTING 20' UTILITY
EASEMENT
PLATS 690/175 & 5190/160

EXISTING 20' UTILITY
EASEMENT
PLATS 690/175 & 5190/160

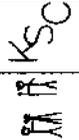
"WHEELER RIDGE SUBDIVISION, PHASE TWO"

1/2 INCH IRON ROD
FOUND BEARS:
N 41°00'03" E 20.00'

PK NAIL FOUND BEARS:
S 41°00'03" W 320.54'

SURVEY PLAT
OF A 161.6 SQ. FT. TRACT
PORTION OF LOT 3A, BLOCK 1
ONE LINCOLN PLACE
VOLUME 5190, PAGE 160
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1 INCH = 10 FEET
SURVEY DATE: 11-23-06
PLAT DATE: 02-15-06
JOB NUMBER: 06-075
CAD NAME: 06-075
CR5 FILE: 05--652



PREPARED BY: KERR SURVEYING, LLC
505 CHURCH STREET, P.O. BOX 268
COLLEGE STATION, TEXAS 77841
PHONE (979) 268-3195

SEE METES AND BOUNDS PREPARED FEBRUARY,
2006, FOR MORE DESCRIPTIVE INFORMATION.

BEARING SYSTEM SHOWN HEREON IS BASED ON
THE PLAT CALL BEARINGS OF ONE LINCOLN PLACE,
VOLUME 5190, PAGE 160.

Application for Abandonment of
a Public Right-of-Way/Easement

Located: 1010 University Drive E.

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station; that portion of the public utility easement sought to be encroached upon in the Application for License to Encroach above referred to, do hereby consent to the encroachment of the described portion thereof.

TXU GAS COMPANY

BY: [Signature]
Title Engineer

VERIZON TELEPHONE COMPANY

BY: _____
Title _____

COX COMMUNICATIONS

BY: _____
Title _____

Application for Abandonment of
a Public Right-of-Way/Easement

Located: 1010 University Drive E.

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public utility easement sought to be encroached upon in the Application for License to Encroach above referred to, do hereby consent to the encroachment of the described portion thereof.

TXU GAS COMPANY

BY: _____

Title _____

VERIZON TELEPHONE COMPANY

BY: *Joni Sennett*

Title *Supervisor Network Engineering*

COX COMMUNICATIONS

BY: _____

Title _____

Application for Abandonment of
a Public Right-of-Way/Easement

Located: 1010 University Drive E.

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public utility easement sought to be encroached upon in the Application for License to Encroach above referred to, do hereby consent to the encroachment of the described portion thereof.

TXU GAS COMPANY

BY: _____

Title _____

VERIZON TELEPHONE COMPANY

BY: _____

Title _____

COX COMMUNICATIONS

BY: Michael

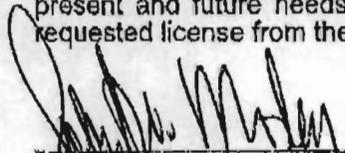
Title Plant Manager 3-14-06

Application for License to
Encroach a Public Utility Easement

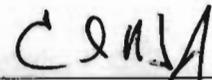
Located: 1010 University Drive E.

EXHIBIT NO. 4

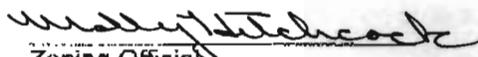
The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for License to Encroach the public utility easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested license from the City's standpoint.



City Engineer
City of College Station



Building Official
City of College Station



Zoning Official
City of College Station



Fire Marshal
City of College Station

Director of Public Utilities
City of College Station

to Mandi Alford

Application for License to
Encroach a Public Utility Easement

Located: 1010 University Drive E.

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for License to Encroach the public utility easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested license from the City's standpoint.

City Engineer
City of College Station

Building Official
City of College Station

Zoning Official
City of College Station

Fire Marshal
City of College Station

D. Bluman for

Director of ~~Public Utilities~~ *Water Services Dept*
City of College Station
28 June 06

Application for Abandonment of
a Public Right-of-Way/Easement

Located: _____

EXHIBIT NO. 4

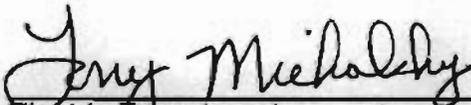
The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

City Engineer
City of College Station

Building Official
City of College Station

Zoning Official
City of College Station

Fire Marshal
City of College Station



Electric Department
City of College Station 2/28/06

Water Services Department
City of College Station

Application for License to
Encroach a Public Utility Easement

Located: 1010 University Drive E.

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public utility easement named and described in the Application for License to Encroach a Public Utility Easement referred to above, do hereby consent to such license.

Property Owner

NAME: SPIRIT Development 1, LTD

ADDRESS: 1010 University Drive East
College Station TX

*NO
ADJOINING
Property
Owners*

NAME: _____

ADDRESS: _____

[Signature]

2.16.06

NAME: _____

ADDRESS: _____

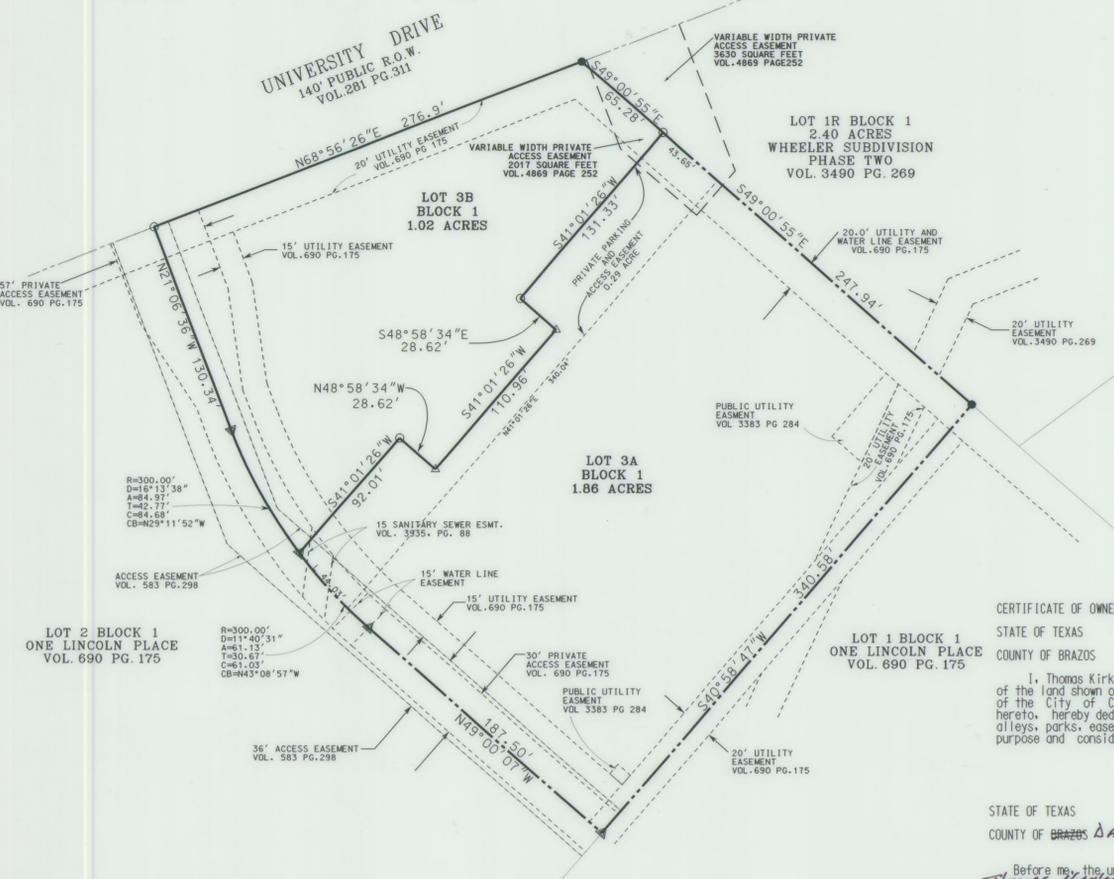
NAME: _____

ADDRESS: _____

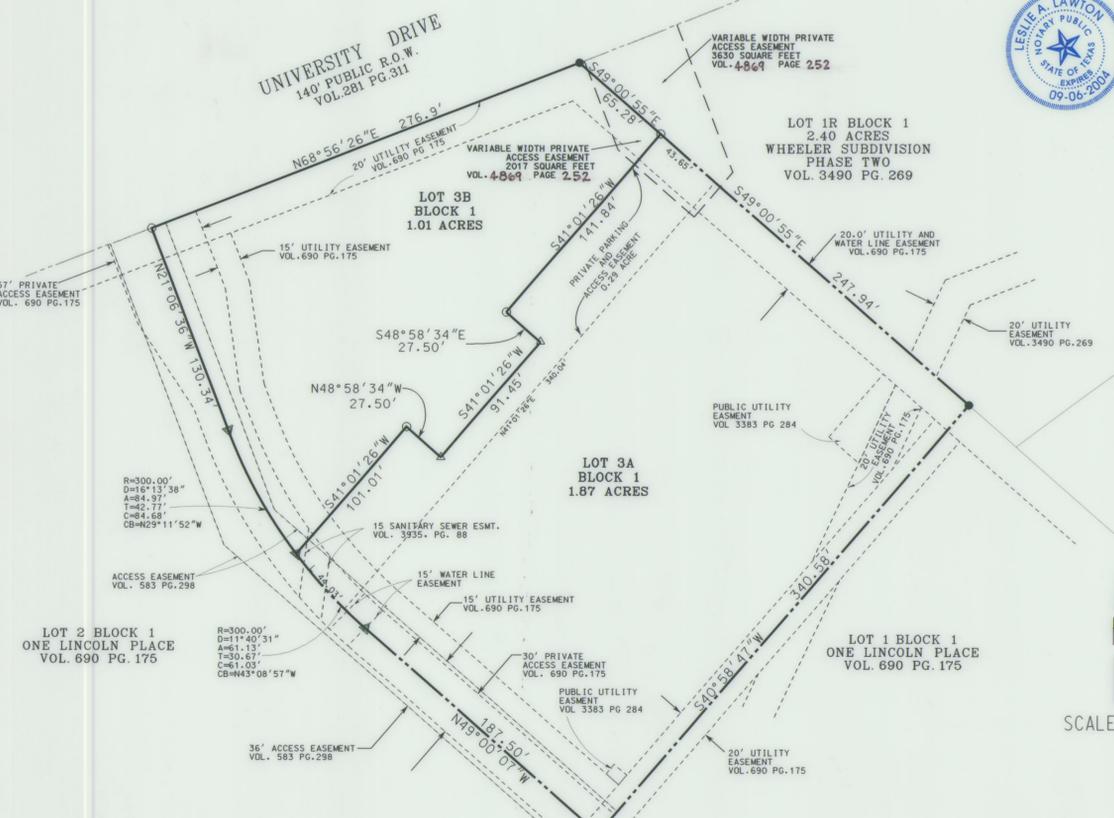


PUE Abandonment

1 inch equals 60 feet



AMENDING PLAT



ORIGINAL PLAT
VOL. 4821 PG 296
DOCUMENT NO. 00787723

SCALE 1"=50'



CERTIFICATE OF SURVEYOR
STATE OF TEXAS
COUNTY OF BRAZOS
I, John Noell, Registered Public Land Surveyor, No. 2433, in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property and that property markers and monuments were placed under my supervision on the ground.

John Noell
John Noell, RPLS 3/14/03

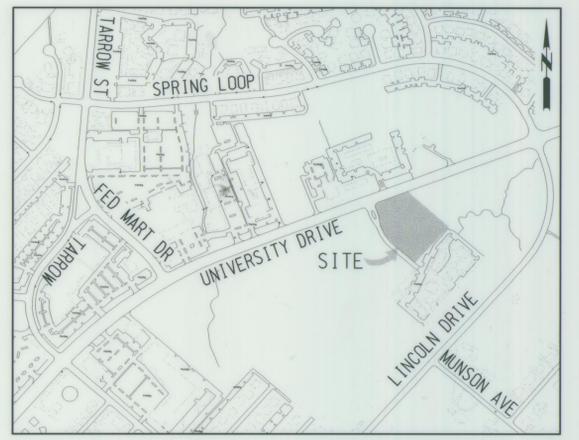
CERTIFICATE OF THE CITY ENGINEER
I, *Gene M. Lee*, P.E., City Engineer of the City of College Station, Texas, hereby certify that this Subdivision Plat conforms to the requirements of the Subdivision Regulations of the City of College Station.

Gene M. Lee
City Engineer
City of College Station

APPROVAL OF CITY PLANNER
I, *Jane Kee*, Jane Kee, City Planner of the City of College Station, hereby certify that this subdivision plat conforms to the requirements of the Subdivision Regulations of the City of College Station.

Jane Kee
City Planner

ATTEST:
Robert Trace
City Secretary



VICINITY MAP

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS
COUNTY OF BRAZOS
I, Thomas Kirkland of Spirit Development I, LTD., owner and developer of the land shown on this plat, and designated herein as Block 1, Lot 3A of the City of College Station, Texas and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, easements, and public places thereon shown, for the purpose and consideration therein expressed.

Thomas Kirkland
Owner
Thomas Kirkland
Spirit Development I, LTD

STATE OF TEXAS
COUNTY OF ~~BRAZOS~~ DALLAS

Before me, the undersigned authority, on this day personally appeared *Thomas Kirkland* known to me to be the person(s) whose name is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and consideration therein stated.
Given under my hand and seal on this 12th day of MARCH, 2003.



Leslie A. Lawton
Notary Public, Brazos County, Texas
My Commission expires 9-6-04

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF MISSISSIPPI
COUNTY OF MADISON
I, James E. Robertson, James E. Robertson Inc., owner and developer of the land shown on this plat, and designated herein as Block 1, Lot 3B of the City of College Station, Texas and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, easements, and public places thereon shown, for the purpose and consideration therein expressed.

James E. Robertson
Owner
James E. Robertson
James E. Robertson Inc.

STATE OF MISSISSIPPI
COUNTY OF MADISON

Before me, the undersigned authority, on this day personally appeared *James E. Robertson* known to me to be the person(s) whose name is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and consideration therein stated.
Given under my hand and seal on this 17th day of MARCH, 2003.



Leslie A. Lawton
Notary Public, Madison County, Mississippi
My Commission expires 10-22-05

CERTIFICATE OF THE COUNTY CLERK

STATE OF TEXAS
COUNTY OF BRAZOS
I, *Karen McQueen*, County Clerk, in and for said county, do hereby certify that this plat together with its certificates of authentication was filed for record in my office the 27 day of March, 2003, in the Deed Records of Brazos County, Texas, in Volume 190, Page 160.

WITNESS my hand and official Seal, at my office in Bryan, Texas.
Karen McQueen
County Clerk
Brazos County, Texas

AMENDING PLAT
OF
ONE LINCOLN PLACE
LOT 3 BLOCK 1
2.88 ACRES
VOLUME 690 PAGE 175
RICHARD CARTER SURVEY, A-8
COLLEGE STATION,
BRAZOS COUNTY, TEXAS

SCALE 1" = 50'

LEGEND

●	IRON ROD FND
○	IRON ROD SET
△	PK NAIL SET
—	PROPERTY LINE
- - -	EASEMENT

- NOTES
- NO PORTION OF THIS PROPERTY LIES WITHIN THE LIMITS OF THE FLOODPLAIN AS DETERMINED BY FEMA FIRM PANEL NO. 48083C0142 C DATED JULY 1992.
 - ALL SETBACKS SHALL BE IN ACCORDANCE WITH CITY OF COLLEGE STATION STANDARDS.
 - FOR THE PURPOSES OF SIGNAGE, LOTS 3A AND 3B WILL CONSIDERED ONE BUILDING PLOT.

Bearing Basis: State Plane Coordinate System
Zone: Texas Central NAD 83
Ellipsoid: World Geodetic System 1984
Reference Control Point:
City of College Station
1994 GPS Central
Mon. No. 122



SURVEYED BY:
URBAN DESIGN GROUP
3660 STONERIDGE ROAD
SUITE E101
AUSTIN, TEXAS 78746
(512) 347-0040

APPLICANT:
SPIRIT DEVELOPMENT I, LTD.
7502 GREENVILLE AVE.
SUITE 500
DALLAS, TX 75231
PH (214) 890-9225
FAX (214) 890-1355

MAY 2002

September 14, 2006
Regular Agenda
Wolf Pen Plaza, Lot 2, Public Utility Easement Abandonment

To: Glenn Brown, City Manager

From: Charles McLemore, Acting Director of Public Works

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance vacating and abandoning portions of three (3) ten (10) foot wide public utility easements which cross and lie within Lot 2, Wolf Pen Plaza in the City of College Station.

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

Summary: The easements proposed to be abandoned are portions of three (3) ten (10) foot wide utility easements which cross and lie within Lot 2 of the Wolf Pen Plaza subdivision. Except for an electrical transformer, the existing utility lines on the property do not fall within the easements to be abandoned, but instead are covered by a blanket utility easement. Paperwork to release the blanket easement and dedicate a variable width public utility easement covering the existing electric and sanitary sewer lines along the southwest and portion of the northwest property lines is currently being processed.

Budget & Financial Summary: N/A

Attachments:

1. Vicinity Map
2. Application for abandonment of the portion of the public utility easement
3. Ordinance for abandonment of the portion of the public utility easement
4. Exhibit "A" of the Ordinance



Lot 2
Wolf Pen Plaza



1 inch equals 300 feet



For Office Use Only	
P&Z Case No.	<u>06-141</u>
Date Submitted:	<u>6/30/06</u>

9:10
BZC

ABANDONMENT OF PUBLIC ROW-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS	
<input checked="" type="checkbox"/>	\$300.00 Abandonment of Public Right-of-Way (ROW)/Easement application fee.
<input checked="" type="checkbox"/>	A completed copy of the attached Abandonment of Public ROW/Easement application.
<input checked="" type="checkbox"/>	All exhibits processed (except for Exhibit No. 4, which will be processed by staff).

ADDRESS 1915 Texas Ave S.

LEGAL DESCRIPTION Lot 2 of the Wolf Pen Plaza Subdivision

APPLICANT (Primary Contact for the Project):

Name Natalie Ruiz, IPS Group E-Mail Natalie@ipsgroup.us
 Street Address 511 University Drive East, Suite 211
 City College Station State Texas Zip Code 77840
 Phone Number 979-846-9259 Fax Number 979-846-9259

PROPERTY OWNER'S INFORMATION (if different from above):

Name Bill Mather, Corps Venture, LLC E-Mail billm@gridre.com
 Street Address 13430 Northwest Freeway, Suite 1000
 City Houston State Texas Zip Code 77040
 Phone Number 713-705-4525 Fax Number 281-966-1682

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct.

Bill Mather, G.P.
Signature of Owner

6-17-2006
Date

**APPLICATION FOR
THE ABANDONMENT OF A
PUBLIC RIGHT-OF-WAY/EASEMENT**

Date: April 18, 2006

Location of Right-of-Way/Easement to be Abandoned: Two 10' public utility easements dedicated along the rear of Lot 2 of the Wolf Pen Plaza Subdivision. We are proposing to replace these easements with two new easements that will cover existing utilities.

Property Owner's Name, Address & Phone Number: See page 1 of application.

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.
2. Attached, marked Exhibit No. 1, are two sealed metes and bounds descriptions (dividing the area in half) of the area sought to be abandoned, prepared by a Registered Public Surveyor.
3. Attached, marked Exhibit No. 2, are two copies of a plat or detailed sketch of that portion of the public right-of-way/easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of-way/easement is situated, together with the record owners of such lots.
4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.
5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.
6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

There are two abutting property owners who have not signed the application.

We have been working with both owners for several months with no success. In

April, both property owners were mailed a copy of the application with a letter

explaining our request to simply dedicate easements to cover existing utilities and abandon easements where utilities do not exist. The owner of the Wolf Pen Plaza retail center, Triple Net Properties of Aurora, Colorado, is in the process of selling the property. They are not willing to sign the abandonment application and have referred us to the purchaser of the property. However, the purchaser of the shopping center does not own the property and cannot sign the application. We have e-mail documentation of our efforts to obtain their signature and their refusal to do so, if needed. The second abutting property owner, Israel Martinez, Sr., owns the Jot 59 Cleaners and lives in Laredo, Texas. We visited with his son, Israel Martinez, Jr. who manages the cleaners. We also walked the property with him to explain exactly which easements we were abandoning and dedicating. Mr. Martinez stated that he didn't have a problem with our request; however, he wanted his attorney to review the application. Since that time, our telephone calls have not been returned and the cleaners is currently closed until June 29th.

7. Such public right-of-way/easement should be abandoned because:

The existing 10' utility easements are not being utilized and were dedicated by plat with the original Pooh's Park development. With this application, we are proposing to eliminate the two existing easements and dedicate two new easements to adequately cover the utilities that exist on the property. Once the new easements are dedicated, the blanket easement should also be released that was originally dedicated with the development of the Wolf Pen Plaza shopping center.

8. Such public right-of-way/easement has been and is being used as follows:

Both easements are primarily vacant except for a small portion of a pad-mounted transformer that is included in the newly dedicated easements along the rear of the property.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Owner's Signature: *Bill Mather*

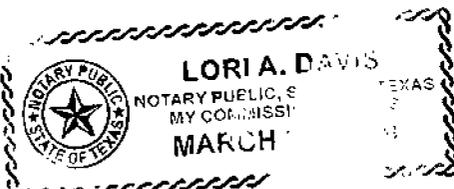
Bill Mather, Corps Venture, LLC

STATE OF TEXAS }
COUNTY OF BRAZOS }

ACKNOWLEDGMENT

Subscribed and sworn to before me, a Notary Public, this 29th day of June, 2006, by William R. Mather

Lori A. Davis
Notary Public in and for
the State of Texas



Application for Abandonment of
a Public Right-of-Way/Easement

Located: Lot 2, Wolf Pen Plaza Subdivision

EXHIBIT NO. 1

Attached are two sealed copies of the metes and bounds description (dividing the area in half) of the public right-of-way/easement situated in the Wolf Pen Plaza Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

This exhibit is not applicable to this property. The entirety of both utility easements are contained within this lot. There is no need to abandon half of the easement to an adjacent property owner.

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Proposed Easement Abandonment
Lot 2 – Wolf Pen Plaza
Morgan Rector League
College Station, Texas
17 April 2006

All that certain tract or parcel of land lying and being situated in the Morgan Rector League, Abstract No. 46, in College Station, Brazos County, Texas, and a part of Lot 2 of Wolf Pen Plaza addition to the City of College Station, Texas, according to plat of record in Volume 3588, Page 47 of the Official Public Records of Brazos County, Texas, being a part of those Utility Easements shown on plats of Pooh's Park recorded in Volume 384, Page 867 and Volume 419, Page 39 of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

Beginning in the northeast line of the said Lot 2 in Wolf Pen Plaza S 48° 25' 19" E -- 5.45 feet from a magnail found in the asphalt pavement at the most northerly corner of the said Lot 2.

Thence S 48° 25' 19" E – 20.00 feet along the northeast line of the said Lot 2 to the southeast line of the 20' wide utility easement shown on plat recorded in Volume 384, Page 867 of the Deed Records of Brazos County, Texas;

Thence S 41° 31' 31" W – 66.61 feet along the southeast line of said easement to an angle point;

Thence S 44° 10' 08" W – 112.45 feet continuing through the said Lot 2 and along the southeast line of the 10' wide utility easement shown on plat recorded in Volume 419, Page 39 of the Deed Records of Brazos County, Texas, to the southwest line of the said Lot 2 of Wolf Pen Plaza;

Thence N 48° 28' 29" W – 10.01 feet along the line between the said Lot 2 of Wolf Pen Plaza and Lot 2 Block 3 of the Resubdivision of Lots 1,2,3 & 4 of Pooh's Park Subdivision Section One to the northwest line of said 10' wide utility easement;

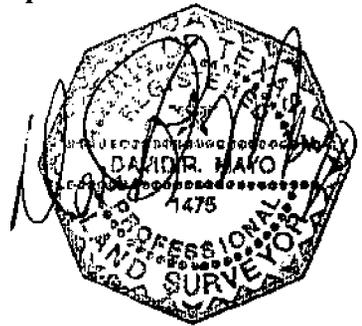
Thence N 44° 10' 08" E – 112.68 feet through the said Lot 2 of Wolf Pen Plaza and along the northwest line of said 10' wide utility easement to the line between Lot 4 in Block 3 and Lot 1 in Block 4 on Resubdivision of Pooh's Park Section One recorded in Volume 384, Page 867 of the Deed Records of Brazos County, Texas;

Thence N 49° 41' 16" W – 10.00 feet along an extension of the southwest line of the said Lot 1 in Block 4 of Pooh's Park Resubdivision to the most westerly corner of said 20' wide easement;

Thence N 41° 31' 31" E – 66.31 feet through the said Lot 2 of Wolf Pen Plaza and along the northwest line of the said 20' wide utility easement to the Point of Beginning and containing 0.056 acres of land more or less.

Bearings are based on the plat of Wolf Pen Plaza recorded in Volume 3588, Page 47 as fitted to the monuments found on the northwest line of Lot 2.

See survey plat prepared with this written description and dated 14 April 2006.

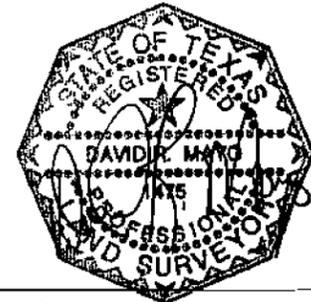
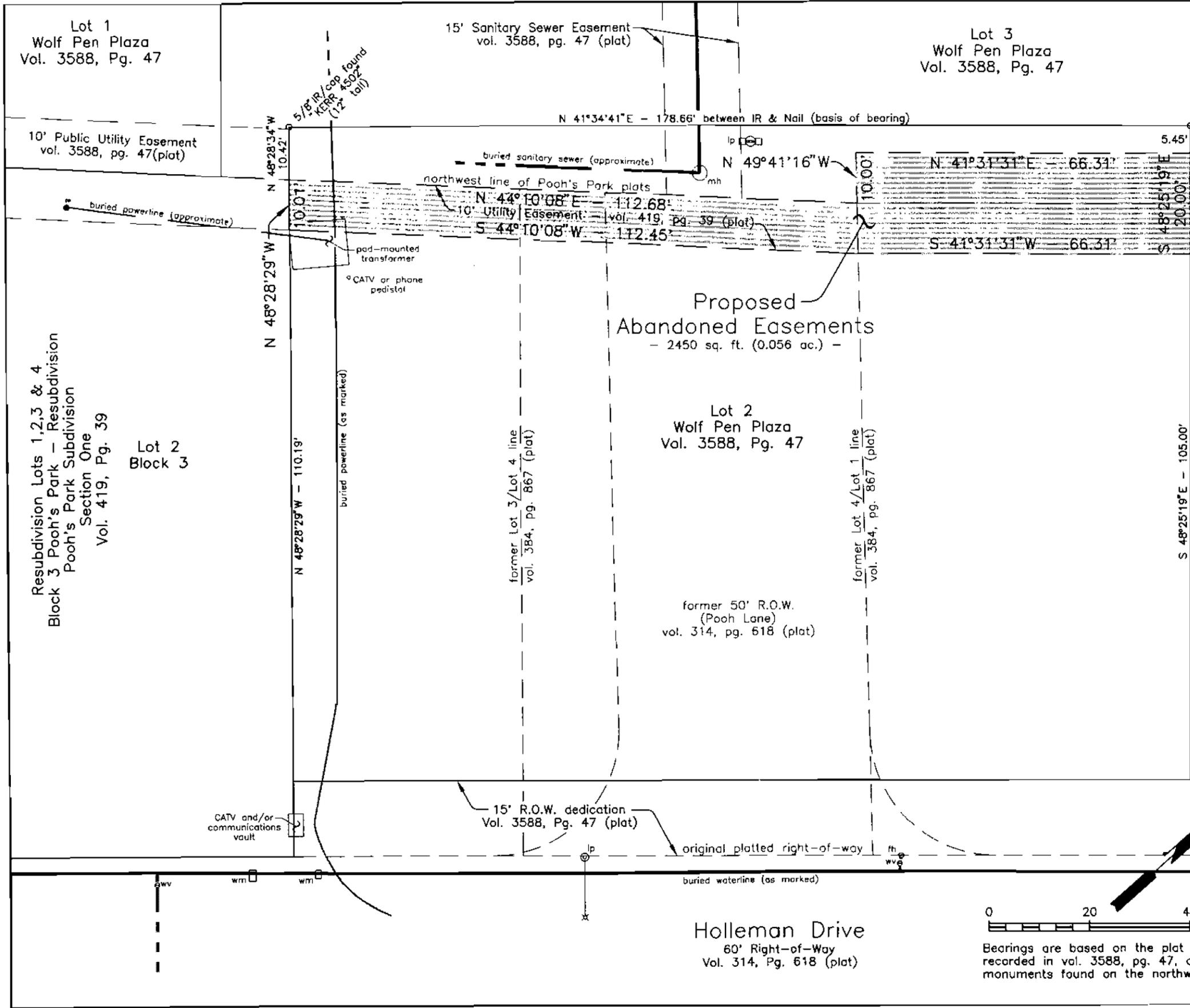


Application for Abandonment of
a Public Right-of-Way/Easement

Located: Lot 2, Wolf Pen Plaza Subdivision

EXHIBIT NO. 2

Attached are two copies of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement sought to be vacated is situated, and the addition or subdivision in which the portion of the public right-of-way/easement sought to be abandoned is situated. Also, the names of record owners of the abutting lots are shown.



JOE ORR, INC.
SURVEYORS & ENGINEERS
2187 POST OAK CIRCLE
COLLEGE STATION, TX 77845
(979) 890-3378

PROPOSED EASEMENT ABANDONMENT
LOT 2 - WOLF PEN PLAZA
MORGAN RECTOR LEAGUE A-46
COLLEGE STATION, TEXAS

SCALE: HORIZONTAL SEE GRAPHIC SCALE
VERTICAL:

DESIGNED:
CHECKED:
DATE: 14 APRIL 2006
SHEET 1 OF 1
Pooh06a.dwg

DAVID R. MAYO
REGISTERED PROFESSIONAL SURVEYOR
No. 1175

R.P.L.S. No. 1475

Application for Abandonment of
a Public Right-of-Way/Easement

Located: Lot 2, Wolf Pen Plaza Subdivision

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS GAS COMPANY

BY:  _____
Title Engineer _____

VERIZON TELEPHONE COMPANY

BY: _____
Title _____

COX COMMUNICATIONS

BY: _____
Title _____

Application for Abandonment of
a Public Right-of-Way/Easement

Located: Lot 2, Wolf Pen Plaza Subdivision

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS GAS COMPANY

BY: _____

Title _____

VERIZON TELEPHONE COMPANY

BY: James A. Searns _____

Title Supervisor Network Engineering

COX COMMUNICATIONS

BY: _____

Title _____

Application for Abandonment of
a Public Right-of-Way/Easement

Located: Lot 2, Wolf Pen Plaza Subdivision

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS GAS COMPANY

BY: _____

Title _____

VERIZON TELEPHONE COMPANY

BY: _____

Title _____

COX COMMUNICATIONS

BY: Michael [Signature]

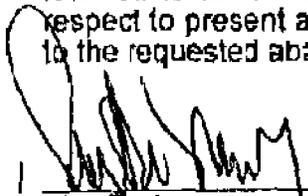
Title Plant Manager 4-26-06

Application for Abandonment of
a Public Right-of-Way/Easement

Located: 1915 TEXAS AVE. S

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.



City Engineer
City of College Station

Building Official
City of College Station

Zoning Official
City of College Station

Fire Marshal
City of College Station

Electric Department
City of College Station

Water Services Department
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Located: 1915 TEXAS Ave.S

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

City Engineer
City of College Station

C. L. A. J.

Building Official
City of College Station

[Signature]

Zoning Official
City of College Station

Fire Marshal
City of College Station

[Signature]

Electric Department
City of College Station 7/28/06

Water Services Department
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Located: 1915 LEWIS AVE. S

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

City Engineer
City of College Station

Building Official
City of College Station

Zoning Official
City of College Station



Fire Marshal
City of College Station

Electric Department
City of College Station

Water Services Department
City of College Station

Mandi x 3496

Application for Abandonment of
a Public Right-of-Way/Easement

Located: 1915 LENA AVE. S

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

City Engineer
City of College Station



Zoning Official
City of College Station

Building Official
City of College Station

Fire Marshal
City of College Station

Electric Department
City of College Station

D. Phelan 10 July 06

Water Services Department
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Located: Lot 2, Wolf Pen Plaza Subdivision

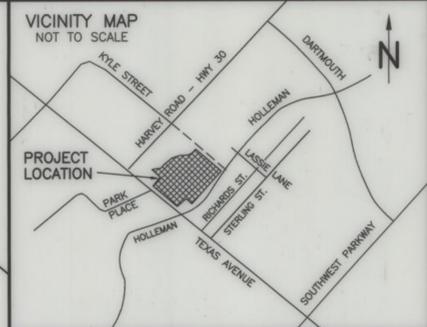
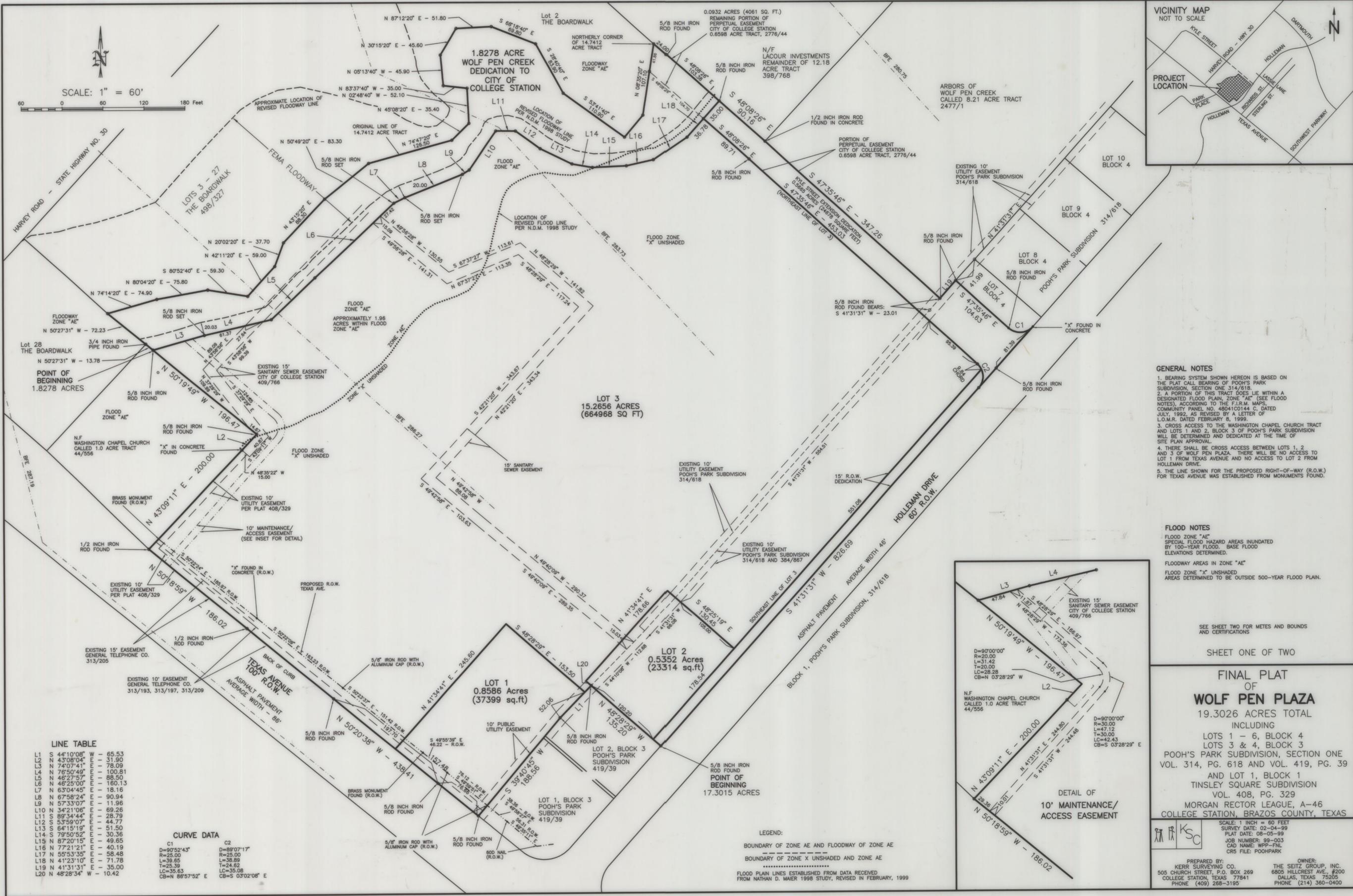
EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

Consent of the following two abutting property owners was not obtained. See detailed explanation on page 2, question #6.

Name: Israel & Micaela Martinez
Address: 1810 Lowry Road
Laredo, Texas 78045-7043

Name: NNN Wolf Pen Plaza, LLC Etal
Address: P. O. Box 441069
Aurora, CO 80044-1069



SCALE: 1" = 60'
 0 60 120 180 Feet

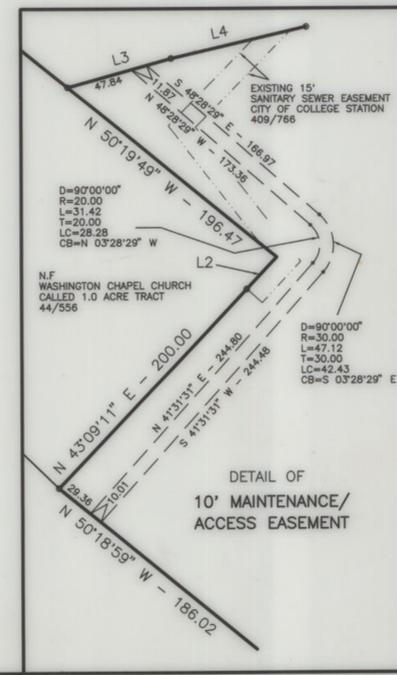
- GENERAL NOTES**
1. BEARING SYSTEM SHOWN HEREON IS BASED ON THE PLAT CALL BEARING OF POOH'S PARK SUBDIVISION, SECTION ONE 314/618.
 2. A PORTION OF THIS TRACT DOES LIE WITHIN A DESIGNATED FLOOD PLAIN, ZONE "AE" (SEE FLOOD NOTES), ACCORDING TO THE F.I.R.M. MAPS, COMMUNITY PANEL NO. 4804100144 C, DATED JULY, 1992, AS REVISED BY A LETTER OF L.O.M.R. DATED FEBRUARY 8, 1999.
 3. CROSS ACCESS TO THE WASHINGTON CHAPEL CHURCH TRACT AND LOTS 1 AND 2, BLOCK 3 OF POOH'S PARK SUBDIVISION WILL BE DETERMINED AND DEDICATED AT THE TIME OF SITE PLAN APPROVAL.
 4. THERE SHALL BE CROSS ACCESS BETWEEN LOTS 1, 2 AND 3 OF WOLF PEN PLAZA. THERE WILL BE NO ACCESS TO LOT 1 FROM TEXAS AVENUE AND NO ACCESS TO LOT 2 FROM HOLLEMAN DRIVE.
 5. THE LINE SHOWN FOR THE PROPOSED RIGHT-OF-WAY (R.O.W.) FOR TEXAS AVENUE WAS ESTABLISHED FROM MONUMENTS FOUND.

- FLOOD NOTES**
- FLOOD ZONE "AE"
 SPECIAL FLOOD HAZARD AREAS INUNDATE BY 100-YEAR FLOOD. BASE FLOOD ELEVATIONS DETERMINED.
- FLOODWAY AREAS IN ZONE "AE"
 FLOOD ZONE "X" UNSHADED
 AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.

SEE SHEET TWO FOR METES AND BOUNDARIES AND CERTIFICATIONS

SHEET ONE OF TWO

FINAL PLAT OF WOLF PEN PLAZA
 19.3026 ACRES TOTAL
 INCLUDING
 LOTS 1 - 6, BLOCK 4
 LOTS 3 & 4, BLOCK 3
 POOH'S PARK SUBDIVISION, SECTION ONE VOL. 314, PG. 618 AND VOL. 419, PG. 39
 AND LOT 1, BLOCK 1
 TINSLEY SQUARE SUBDIVISION VOL. 408, PG. 329
 MORGAN RECTOR LEAGUE, A-46
 COLLEGE STATION, BRAZOS COUNTY, TEXAS



LINE TABLE

L1	S 44°10'08" W	65.53
L2	N 43°08'04" W	31.90
L3	N 74°07'41" W	78.09
L4	N 76°50'49" W	100.81
L5	N 46°27'57" W	88.50
L6	N 46°25'00" W	160.13
L7	N 63°04'45" W	18.16
L8	N 67°58'24" W	90.94
L9	N 57°33'07" W	11.96
L10	N 34°21'06" W	69.26
L11	N 89°34'44" W	28.79
L12	S 53°59'07" E	44.77
L13	S 64°15'19" E	51.50
L14	S 79°50'52" E	30.36
L15	N 87°20'15" E	49.65
L16	N 77°21'21" E	40.19
L17	N 55°53'35" E	58.48
L18	N 41°23'10" E	71.78
L19	N 41°31'31" E	35.00
L20	N 46°28'34" W	10.42

CURVE DATA

C1	C2
D=90°52'43"	D=89°07'17"
R=25.00	R=25.00
L=39.65	L=38.89
T=25.39	T=24.62
LC=35.63	LC=35.08
CB=N 86°57'52" E	CB=S 03°02'08" E

LEGEND:
 BOUNDARY OF ZONE AE AND FLOODWAY OF ZONE AE
 BOUNDARY OF ZONE X UNSHADED AND ZONE AE
 FLOOD PLAIN LINES ESTABLISHED FROM DATA RECEIVED FROM NATHAN D. MAIER 1998 STUDY, REVISED IN FEBRUARY, 1999

PREPARED BY: KERR SURVEYING CO. 505 CHURCH STREET, P.O. BOX 269 COLLEGE STATION, TEXAS 77841 PHONE (409) 268-3195

OWNER: THE SEITZ GROUP, INC. 6805 HILLCREST AVE., #200 DALLAS, TEXAS 75205 PHONE (214) 360-0400

WOLF PEN PLAZA

METES AND BOUNDS DESCRIPTION OF A 17.4748 ACRE TRACT MORGAN RECTOR LEAGUE, A-46 COLLEGE STATION, BRAZOS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE MORGAN RECTOR LEAGUE, ABSTRACT NO. 46, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING COMPRISED OF THE FOLLOWING TRACTS OF LAND:

A PORTION OF A CALLED 14.7412 ACRE TRACT AS DESCRIBED BY A DEVELOPMENT AGREEMENT BY POOH'S PARK DEVELOPMENT RECORDED IN VOLUME 2382, PAGE 269 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

ALL OF LOT 3, BLOCK 3, POOH'S PARK SUBDIVISION, SECTION ONE, ACCORDING TO THE PLAT RECORDED IN VOLUME 419, PAGE 39 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

ALL OF LOT 1, BLOCK 4, POOH'S PARK SUBDIVISION, SECTION ONE, ACCORDING TO THE PLAT RECORDED IN VOLUME 384, PAGE 867 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

ALL OF LOTS 2, 3, 4, 5 AND 6, AND A PORTION OF LOT 7, BLOCK 4, POOH'S PARK SUBDIVISION, SECTION ONE, ACCORDING TO THE PLAT RECORDED IN VOLUME 314, PAGE 618 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

ALL OF LOT 1, BLOCK 1, TINSLEY SQUARE SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 408, PAGE 329 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

ALL OF A CALLED TRACT OF LAND AS DESCRIBED BY A DEED TO LYDIA R. HILTON RECORDED IN VOLUME 441, PAGE 36 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

ALL OF THE REMAINDER OF A CALLED 1.00 ACRE TRACT AS DESCRIBED BY A DEED TO FIRST METHODIST CHURCH OF COLLEGE STATION RECORDED IN VOLUME 123, PAGE 171 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD FOUND ON THE NORTHWEST RIGHT-OF-WAY LINE OF HOLLEMAN DRIVE (50' R.O.W.) MARKING THE SOUTH CORNER OF SAID LOT 3, BLOCK 3 AND THE EAST CORNER OF LOT 2, BLOCK 3, POOH'S PARK SUBDIVISION (PLAT 419/39);

THENCE: N 48° 28' 29" W ALONG THE COMMON LINE OF SAID LOT 3 AND LOT 4, BLOCK 3, FOR A DISTANCE OF 135.20 FEET TO A 5/8 INCH IRON ROD FOUND ON THE COMMON LINE OF POOH'S PARK SUBDIVISION AND SAID 14.7412 ACRE TRACT;

THENCE: S 44° 10' 08" W ALONG THE COMMON LINE OF SAID 14.7412 ACRE TRACT AND POOH'S PARK SUBDIVISION FOR A DISTANCE OF 65.53 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE MOST SOUTHERLY CORNER OF SAID 14.7412 ACRE TRACT AND THE EAST CORNER OF SAID HILTON TRACT;

THENCE: S 39° 40' 45" W ALONG THE COMMON LINE OF SAID HILTON TRACT AND POOH'S PARK SUBDIVISION FOR A DISTANCE OF 188.56 FEET TO A 5/8 INCH IRON ROD FOUND ON THE NORTHEAST RIGHT-OF-WAY LINE OF TEXAS AVENUE (100' R.O.W.) MARKING THE WEST CORNER OF LOT 1, BLOCK 3, POOH'S PARK SUBDIVISION (PLAT 419/39) AND THE SOUTH CORNER OF SAID HILTON TRACT;

THENCE: N 50° 20' 38" W ALONG THE NORTHEAST LINE OF TEXAS AVENUE, AT 76.66 FEET PASS A 5/8 INCH IRON ROD FOUND MARKING A COMMON CORNER OF SAID HILTON TRACT AND SAID REMAINDER OF 1.00 ACRE TRACT, AT 274.36 FEET PASS A 5/8 INCH IRON ROD FOUND MARKING A COMMON CORNER OF SAID REMAINDER OF 1.00 ACRE TRACT AND SAID 14.7412 ACRE TRACT, CONTINUE ON FOR A TOTAL DISTANCE OF 438.41 FEET TO A 1/2 INCH IRON ROD FOUND MARKING A COMMON CORNER OF SAID 14.7412 ACRE TRACT AND SID LOT 1, BLOCK 1, TINSLEY SQUARE SUBDIVISION;

THENCE: N 50° 18' 59" W CONTINUING ALONG THE NORTHEAST LINE OF TEXAS AVENUE FOR A DISTANCE OF 186.02 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE WEST CORNER OF SAID TINSLEY SQUARE SUBDIVISION AND THE SOUTH CORNER OF A CALLED 1.0 ACRE TRACT AS DESCRIBED BY A DEED TO WASHINGTON CHAPEL CHURCH RECORDED IN VOLUME 44, PAGE 556 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 43° 09' 11" E ALONG THE COMMON LINE OF SAID TINSLEY SQUARE SUBDIVISION AND SAID 1.0 ACRE TRACT (44/556) FOR A DISTANCE OF 200.00 FEET TO AN "X" IN CONCRETE FOUND MARKING THE NORTH CORNER OF SAID TINSLEY SQUARE SUBDIVISION AND A WESTERLY CORNER OF SAID 14.7412 ACRE TRACT;

THENCE: N 43° 08' 04" E ALONG THE COMMON LINE OF SAID 14.7412 ACRE TRACT AND SAID 1.0 ACRE TRACT (44/556) FOR A DISTANCE OF 31.90 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE EAST CORNER OF SAID 1.0 ACRE TRACT AND AN INTERIOR WEST CORNER OF SAID 14.7412 ACRE TRACT;

THENCE: N 50° 19' 49" W CONTINUING ALONG THE COMMON LINE OF SAID 14.7412 ACRE TRACT AND SAID 1.0 ACRE TRACT (44/556) FOR A DISTANCE OF 196.47 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE MOST WESTERLY CORNER OF THIS HEREBY DESCRIBED TRACT, FOR REFERENCE A 3/4 INCH IRON PIPE FOUND ON THE SOUTHWEST LINE OF SAID 14.7412 ACRE TRACT MARKING THE NORTH CORNER OF SAID 1.0 ACRE TRACT BEARS: N 50° 19' 49" W FOR A DISTANCE OF 13.78 FEET;

THENCE: THROUGH SAID 14.7412 ACRE TRACT FOR THE FOLLOWING CALLS:

N 74° 07' 41" E FOR A DISTANCE OF 78.09 FEET TO A 5/8 INCH IRON ROD FOUND;

N 76° 50' 49" E FOR A DISTANCE OF 100.81 FEET TO A POINT;

N 46° 27' 57" E FOR A DISTANCE OF 88.50 FEET TO A POINT;

N 46° 25' 07" E FOR A DISTANCE OF 160.13 FEET TO A 5/8 INCH IRON ROD FOUND;

N 63° 04' 45" E FOR A DISTANCE OF 18.16 FEET TO A 5/8 INCH IRON ROD FOUND;

N 67° 58' 24" E FOR A DISTANCE OF 90.94 FEET TO A 5/8 INCH IRON ROD FOUND;

N 57° 33' 07" E FOR A DISTANCE OF 11.96 FEET TO A POINT;

N 34° 21' 06" E FOR A DISTANCE OF 69.26 FEET TO A POINT;

S 89° 34' 44" E FOR A DISTANCE OF 28.79 FEET TO A POINT;

S 53° 59' 07" E FOR A DISTANCE OF 44.77 FEET TO A POINT;

S 64° 15' 19" E FOR A DISTANCE OF 51.50 FEET TO A POINT;

S 79° 50' 52" E FOR A DISTANCE OF 30.36 FEET TO A POINT;

N 87° 20' 15" E FOR A DISTANCE OF 49.65 FEET TO A POINT;

N 77° 21' 21" E FOR A DISTANCE OF 40.19 FEET TO A POINT;

N 55° 53' 35" E FOR A DISTANCE OF 58.48 FEET TO A POINT;

N 41° 23' 10" E FOR A DISTANCE OF 71.78 FEET TO A 5/8 INCH IRON ROD FOUND ON THE COMMON LINE OF SAID 14.7412 ACRE TRACT AND THE REMAINDER OF A CALLED 12.18 ACRE TRACT AS DESCRIBED BY A DEED TO LACOUR INVESTMENTS RECORDED IN VOLUME 398, PAGE 768 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, FOR REFERENCE A 5/8 INCH IRON ROD FOUND ON SAID COMMON LINE BEARS: N 48° 08' 26" W FOR A DISTANCE OF 103.38 FEET.

THENCE: S 48° 08' 26" E ALONG THE COMMON LINE OF SAID REMAINDER OF 12.18 ACRE TRACT AND SAID 14.7412 ACRE TRACT FOR A DISTANCE OF 90.16 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID REMAINDER OF 12.18 ACRE TRACT AND THE WEST CORNER OF A CALLED 8.21 ACRE TRACT AS DESCRIBED BY A DEED TO ARBORS OF WOLF PEN CREEK RECORDED IN VOLUME 2477, PAGE 1 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 47° 35' 46" E ALONG THE COMMON LINE OF SAID 8.21 ACRE TRACT AND SAID 14.7412 ACRE TRACT FOR A DISTANCE OF 347.26 FEET TO A 5/8 INCH IRON ROD FOUND ON THE NORTHWEST LINE OF BLOCK 4, POOH'S PARK SUBDIVISION (PLAT 314/618) MARKING THE SOUTH CORNER OF SAID 8.21 ACRE TRACT AND THE EAST CORNER OF SAID 14.7412 ACRE TRACT, FOR REFERENCE A 5/8 INCH IRON ROD FOUND MARKING THE NORTH CORNER OF SAID LOT 6 AND LOT 7, BLOCK 4, POOH'S PARK SUBDIVISION (314/618) BEARS: S 41° 31' 31" W FOR A DISTANCE OF 23.01 FEET;

THENCE: N 41° 31' 31" E ALONG THE COMMON LINE OF SAID BLOCK 4, POOH'S PARK SUBDIVISION (PLAT 314/618) AND SAID 8.21 ACRE TRACT FOR A DISTANCE OF 35.00 FEET TO A 5/8 INCH IRON ROD FOUND ON THE NORTHWEST LINE OF SAID LOT 7, SAID IRON ROD FOUND MARKING A NORTHEAST CORNER OF A CALLED 0.8598 ACRE PERPETUAL EASEMENT TO THE CITY OF COLLEGE STATION DESCRIBED IN VOLUME 2776, PAGE 44 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, SAID PERPETUAL EASEMENT BEING A PORTION OF SAID LOTS 6 AND 7, BLOCK 4, POOH'S PARK SUBDIVISION (314/618 PLAT) AND SAID 14.7412 ACRE TRACT;

THENCE: S 47° 35' 46" E THROUGH SAID LOT 7, BLOCK 4 (314/618) AND ALONG A NORTHEAST LINE OF SAID PERPETUAL EASEMENT FOR A DISTANCE OF 104.83 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 25.00 FEET;

THENCE: ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 52' 43" FOR AN ARC DISTANCE OF 39.65 FEET (CHORD BEARS: N 88° 57' 52" E - 35.63) TO AN "X" FOUND IN CONCRETE ON THE NORTHWEST LINE OF HOLLEMAN DRIVE MARKING THE MOST EASTERLY CORNER OF SAID PERPETUAL EASEMENT;

THENCE: S 41° 31' 31" W ALONG THE NORTHWEST LINE OF HOLLEMAN DRIVE, AT 81.39 FEET PASS A 5/8 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF SAID LOTS 6 AND 7, BLOCK 4, CONTINUE ON FOR A TOTAL DISTANCE OF 826.69 FEET TO THE POINT OF BEGINNING CONTAINING 17.4748 ACRES OF LAND MORE OR LESS AS SURVEYED ON THE GROUND MAY, 1999. SEE PLAT PREPARED MAY, 1999, FOR MORE DESCRIPTIVE INFORMATION. BEARING ORIENTATION SHOWN HEREIN IS BASED ON THE PLAT CALL BEARING OF POOH'S PARK SUBDIVISION, SECTION ONE, ACCORDING TO THE PLAT RECORDED IN VOLUME 314, PAGE 618 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

BRAD KERR REGISTERED PROFESSIONAL LAND SURVEYOR No. 4502

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS COUNTY OF TEXAS

I (We) Pooh's Park Development, Ltd. owner(s) and developer(s) of the land shown on this plat, and designated herein as Wolf Pen Creek Dedication and a portion of the proposed Kyle Street Extension to the City of College Station, Texas, and whose name(s) is/are subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, easements, and public places thereon shown for the purpose and consideration therein expressed.

Pooh's Park Development, Ltd. By: Dandaco, Inc., its General Partner

Elora Dale, President

STATE OF TEXAS COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared Elora Dale, President of Pooh's Park Development, Ltd., known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this 19th day of August, 1999.



Richard D. Talbert, Notary Public, Brazos County, Texas

CERTIFICATE OF CITY ENGINEER

I, Jeffrey S. Tondre, City Engineer of the City of College Station, Texas, hereby certify that this Subdivision Plat conforms to the requirements of the Subdivision Regulations of the City of College Station.

Jeffrey S. Tondre, City Engineer, City of College Station

APPROVAL OF PLANNING AND ZONING COMMISSION

I, Wayne T. Rice, Chairman of the Planning and Zoning Commission of the City of College Station, hereby certify that the attached plat was duly approved by the Commission on the 15th day of August, 1999.

Wayne T. Rice, Chairman

CERTIFICATE OF THE COUNTY CLERK

STATE OF TEXAS COUNTY OF BRAZOS

I, Mary Ann Ward, County Clerk, in and for said county, do hereby certify that this plat, together with its certificates of authentication was filed for record in my office on the day of August, 1999, in the Official Public Records of Brazos County, Texas, in Volume 2881, Page 444.

Mary Ann Ward by Debra Johnson, County Clerk, Brazos County, Texas

WOLF PEN CREEK CITY OF COLLEGE STATION DEDICATION

METES AND BOUNDS DESCRIPTION OF A 1.8278 ACRE TRACT MORGAN RECTOR LEAGUE, A-46 COLLEGE STATION, BRAZOS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE MORGAN RECTOR LEAGUE, ABSTRACT NO. 46, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 14.7412 ACRE TRACT AS DESCRIBED BY A PARTIAL RELEASE OF EASEMENT TO POOH'S PARK DEVELOPMENT RECORDED IN VOLUME 2382, PAGE 269 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF SAID 14.7412 ACRE TRACT AND ON THE NORTHEAST LINE OF A CALLED 1 ACRE TRACT AS DESCRIBED BY A DEED TO WASHINGTON CHAPEL CHURCH RECORDED IN VOLUME 44, PAGE 556 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, FOR REFERENCE A 5/8 INCH IRON ROD FOUND MARKING AN INTERIOR SOUTHWEST CORNER OF SAID 14.7412 ACRE TRACT AND THE EAST CORNER OF SAID 1 ACRE TRACT BEARS: S 50°19' 49" E FOR A DISTANCE OF 196.47 FEET;

THENCE: N 50° 26' 17" W ALONG THE COMMON LINE OF SAID 14.7412 ACRE TRACT AND SAID 1 ACRE TRACT, AT 13.78 FEET PASS A 3/4 INCH IRON PIPE FOUND MARKING THE NORTH CORNER OF SAID 1 ACRE TRACT, CONTINUE ON FOR A TOTAL DISTANCE OF 86.00 FEET TO A POINT ON THE NORTHEAST LINE OF LOT 28, THE BOARDWALK, ACCORDING TO THE PLAT RECORDED IN VOLUME 498, PAGE 327 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, SAID POINT MARKING THE MOST WESTERLY CORNER OF SAID 14.7412 ACRE TRACT;

THENCE: ALONG THE COMMON LINE OF SAID 14.7412 ACRE TRACT AND THE BOARDWALK FOR THE FOLLOWING CALLS:

N 74° 14' 20" E FOR A DISTANCE OF 74.90 FEET TO A POINT;

N 80° 04' 20" E FOR A DISTANCE OF 75.80 FEET TO A POINT;

S 80° 52' 40" E FOR A DISTANCE OF 59.30 FEET TO A POINT;

N 42° 11' 20" E FOR A DISTANCE OF 59.00 FEET TO A POINT;

N 20° 02' 20" E FOR A DISTANCE OF 37.70 FEET TO A POINT;

N 43° 15' 20" E FOR A DISTANCE OF 88.30 FEET TO A POINT;

N 50° 49' 20" E FOR A DISTANCE OF 83.30 FEET TO A POINT;

N 74° 47' 20" E FOR A DISTANCE OF 126.50 FEET TO A POINT;

N 45° 08' 20" E FOR A DISTANCE OF 35.40 FEET TO A POINT;

N 02° 48' 40" W FOR A DISTANCE OF 52.10 FEET TO A POINT;

N 83° 37' 40" W FOR A DISTANCE OF 35.00 FEET TO A POINT;

N 05° 13' 40" W FOR A DISTANCE OF 45.90 FEET TO A POINT;

N 30° 15' 20" E FOR A DISTANCE OF 45.60 FEET TO A POINT;

N 87° 12' 20" E FOR A DISTANCE OF 51.80 FEET TO A POINT;

S 68° 18' 40" E FOR A DISTANCE OF 69.80 FEET TO A POINT;

S 28° 40' 40" E FOR A DISTANCE OF 83.90 FEET TO A POINT;

S 53° 41' 40" E FOR A DISTANCE OF 110.90 FEET TO A POINT;

N 39° 17' 20" E FOR A DISTANCE OF 42.20 FEET TO A POINT;

N 08° 35' 20" E FOR A DISTANCE OF 107.10 FEET TO A POINT ON THE SOUTHWEST LINE OF A CALLED 5.1 ACRE TRACT DEDICATED TO THE CITY OF COLLEGE STATION ACCORDING TO THE PLAT OF LACOUR SUBDIVISION, PHASE 1, RECORDED IN VOLUME 2608, PAGE 207 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 48° 08' 26" E ALONG THE COMMON LINE OF SAID 14.7412 ACRE TRACT AND SAID 5.1 ACRE TRACT FOR A DISTANCE OF 127.38 FEET TO A POINT ON THE COMMON LINE OF SAID 14.7412 ACRE TRACT AND A CALLED REMAINDER OF A 12.18 ACRE TRACT AS DESCRIBED BY A DEED TO LACOUR INVESTMENTS RECORDED IN VOLUME 398, PAGE 768 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, FOR REFERENCE A 1/2 INCH IRON ROD FOUND IN CONCRETE ON THE NORTHEAST LINE OF SAID 14.7412 ACRE TRACT MARKING THE COMMON CORNER OF SAID REMAINDER OF 12.18 ACRE TRACT AND A CALLED 8.21 ACRE TRACT AS DESCRIBED BY A DEED TO ARBORS OF WOLF PEN CREEK RECORDED IN VOLUME 2477, PAGE 1 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, BEARS: S 48° 08' 26" E FOR A DISTANCE OF 90.16 FEET FROM WHICH A 5/8 INCH IRON ROD FOUND MARKING THE EAST CORNER OF SAID 14.7412 ACRE TRACT BEARS: S 47° 35' 46" E FOR A DISTANCE OF 347.26 FEET;

THENCE: THROUGH SAID 14.7412 ACRE TRACT FOR THE FOLLOWING CALLS:

S 41° 23' 10" W FOR A DISTANCE OF 71.78 FEET TO A POINT;

S 55° 53' 35" W FOR A DISTANCE OF 58.48 FEET TO A POINT;

S 77° 21' 21" W FOR A DISTANCE OF 40.19 FEET TO A POINT;

S 87° 20' 15" W FOR A DISTANCE OF 49.65 FEET TO A POINT;

N 79° 50' 52" W FOR A DISTANCE OF 30.36 FEET TO A POINT;

N 64° 15' 19" W FOR A DISTANCE OF 51.50 FEET TO A POINT;

N 53° 59' 07" W FOR A DISTANCE OF 44.77 FEET TO A POINT;

N 89° 34' 44" W FOR A DISTANCE OF 28.79 FEET TO A POINT;

S 34° 21' 06" W FOR A DISTANCE OF 69.26 FEET TO A POINT;

S 57° 33' 07" W FOR A DISTANCE OF 11.96 FEET TO A 5/8 INCH IRON ROD FOUND;

S 67° 58' 24" W FOR A DISTANCE OF 90.94 FEET TO A 5/8 INCH IRON ROD FOUND;

S 63° 04' 45" W FOR A DISTANCE OF 18.16 FEET TO A 5/8 INCH IRON ROD FOUND;

S 46° 25' 00" W FOR A DISTANCE OF 160.13 FEET TO A POINT;

S 46° 27' 57" W FOR A DISTANCE OF 88.50 FEET TO A POINT;

S 76° 50' 49" W FOR A DISTANCE OF 100.81 FEET TO A 5/8 INCH IRON ROD FOUND;

S 74° 07' 41" W FOR A DISTANCE OF 78.09 FEET TO THE POINT OF BEGINNING CONTAINING 1.8278 ACRES OF LAND MORE OR LESS AS SURVEYED ON THE GROUND MAY, 1999. FOR MORE DESCRIPTIVE INFORMATION SEE PLAT PREPARED MAY, 1999. BEARING SYSTEM SHOWN HEREIN IS BASED ON THE DEED CALL BEARING OF THE SOUTHWEST LINE OF SAID 14.7412 ACRE TRACT (2382/269) AND THE NORTHWEST LINE OF POOH'S PARK SUBDIVISION, SECTION ONE, ACCORDING TO THE PLAT RECORDED IN VOLUME 314, PAGE 618 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

BRAD KERR REGISTERED PROFESSIONAL LAND SURVEYOR No. 4502

CERTIFICATE OF SURVEYOR

I, Brad Kerr, Registered Public Surveyor No. 4502, in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property and that property markers and monuments were placed under my supervision on the ground.

Brad Kerr, R.P.L.S. No. 4502



SHEET TWO OF TWO

FINAL PLAT OF WOLF PEN PLAZA

19.1293 ACRE TOTAL INCLUDING LOTS 1 - 6, BLOCK 4 LOTS 3 & 4, BLOCK 3 POOH'S PARK SUBDIVISION, SECTION ONE VOL. 314, PG. 618 AND VOL. 419, PG. 39 AND LOT 1, BLOCK 1 TINSLEY SQUARE SUBDIVISION VOL. 408, PG. 329 MORGAN RECTOR LEAGUE, A-46 COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1 INCH = 60 FEET SURVEY DATE: 02-04-99 PLAT DATE: 06-05-99 JOB NUMBER: 99-003 CAD NAME: WPP-FNL CRS FILE: POOPARK

PREPARED BY: KERR SURVEYING CO. 505 CHURCH STREET, P.O. BOX 269 COLLEGE STATION, TEXAS 77841 PHONE (409) 268-3195

OWNER: THE SEITZ GROUP, INC. 6805 HILLCREST AVE., #200 DALLAS, TEXAS 75205 PHONE (214) 360-0400

STATE OF TEXAS COUNTY OF TEXAS

I (We) ZP No. 85, LTD. owner(s) and developer(s) of the land shown on this plat, and designated herein as Lots 1, 2 and 3, Wolf Pen Plaza to the City of College Station, Texas, and whose name(s) is/are subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, easements, and public places thereon shown for the purpose and consideration therein expressed.

Owner(s) [Signature]

STATE OF TEXAS COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared [Signature], known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this 15 day of August, 1999.



Wanda T. Herten, Notary Public, Brazos County, Texas

My Commission Expires Oct. 17, 2001

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 2450 SQUARE FOOT PORTION OF THE VARIABLE WIDTH PUBLIC UTILITY EASEMENT, SAID PORTION LYING WITHIN LOT 2, OF THE WOLF PEN PLAZA SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 3588, PAGE 47 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a portion of the 2450 square foot portion of the variable width Public Utility Easement, said portion lying within Lot2, of the Wolf Pen Plaza Subdivision, according to the plat recorded in Volume 3588, Page 47, of the Official Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (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.

ORDINANCE NO. _____

Page 2

PASSED, ADOPTED and APPROVED this _____ day of _____, 2006.

APPROVED:

RON SILVIA, Mayor

ATTEST:

CONNIE HOOKS, City Secretary

APPROVED:

E-Signed by Carla A. Robinson
VERIFY authenticity with Approver

City Attorney

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Proposed Easement Abandonment
Lot 2 – Wolf Pen Plaza
Morgan Rector League
College Station, Texas
17 April 2006

All that certain tract or parcel of land lying and being situated in the Morgan Rector League, Abstract No. 46, in College Station, Brazos County, Texas, and a part of Lot 2 of Wolf Pen Plaza addition to the City of College Station, Texas, according to plat of record in Volume 3588, Page 47 of the Official Public Records of Brazos County, Texas, being a part of those Utility Easements shown on plats of Pooh's Park recorded in Volume 384, Page 867 and Volume 419, Page 39 of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

Beginning in the northeast line of the said Lot 2 in Wolf Pen Plaza S 48° 25' 19" E – 5.45 feet from a magnail found in the asphalt pavement at the most northerly corner of the said Lot 2.

Thence S 48° 25' 19" E – 20.00 feet along the northeast line of the said Lot 2 to the southeast line of the 20' wide utility easement shown on plat recorded in Volume 384, Page 867 of the Deed Records of Brazos County, Texas;

Thence S 41° 31' 31" W – 66.61 feet along the southeast line of said easement to an angle point;

Thence S 44° 10' 08" W – 112.45 feet continuing through the said Lot 2 and along the southeast line of the 10' wide utility easement shown on plat recorded in Volume 419, Page 39 of the Deed Records of Brazos County, Texas, to the southwest line of the said Lot 2 of Wolf Pen Plaza;

Thence N 48° 28' 29" W – 10.01 feet along the line between the said Lot 2 of Wolf Pen Plaza and Lot 2 Block 3 of the Resubdivision of Lots 1,2,3 & 4 of Pooh's Park Subdivision Section One to the northwest line of said 10' wide utility easement;

Thence N 44° 10' 08" E – 112.68 feet through the said Lot 2 of Wolf Pen Plaza and along the northwest line of said 10' wide utility easement to the line between Lot 4 in Block 3 and Lot 1 in Block 4 on Resubdivision of Pooh's Park Section One recorded in Volume 384, Page 867 of the Deed Records of Brazos County, Texas;

EXHIBIT

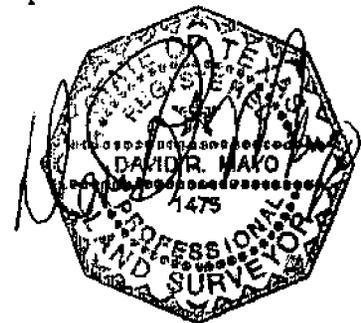
A

Thence N 49° 41' 16" W – 10.00 feet along an extension of the southwest line of the said Lot 1 in Block 4 of Pooh's Park Resubdivision to the most westerly corner of said 20' wide easement;

Thence N 41° 31' 31" E – 66.31 feet through the said Lot 2 of Wolf Pen Plaza and along the northwest line of the said 20' wide utility easement to the Point of Beginning and containing 0.056 acres of land more or less.

Bearings are based on the plat of Wolf Pen Plaza recorded in Volume 3588, Page 47 as fitted to the monuments found on the northwest line of Lot 2.

See survey plat prepared with this written description and dated 14 April 2006.



EXHIBIT

A

**September 14, 2006
Regular Agenda
Water and Sewer Rate Increases**

To: Mr. Glenn Brown, City Manager

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

Agenda Caption: Presentation, possible action, and discussion on an ordinance amending Chapter 11, "Utilities" Section 2, "Water and Sewer Services," of the Code of Ordinances of the City of College Station, Texas having the effect of raising rates for both water and sewer services by five percent (5%) and adding a new rate for sewer customers in the ETJ served by package treatment plants.

Recommendation: Staff recommends approval of the ordinance.

Summary: The attached ordinance authorizes the implementation of the water and sewer rates discussed with Council at the August 22/23, 2006 Budget Workshop. The rates proposed in the item increase the Service Charges and Usage Charges by 5% for both water and sewer.

This rate increase is required to keep up with the increased cost of operating the water and sewer systems. In addition to general inflation, operating costs have risen due to increased security requirements, provision of backup power generation equipment, fuel and material cost increases, and regulations created by the new Brazos Valley Groundwater Conservation District. Also, materials and construction costs have risen dramatically since last year's hurricanes, with an average increase of over 30%.

On July 13, 2006 City Council approved a request from Main Street Homes for City sewer service to the Meadow Creek development on Koppe Bridge Road. Since this development is not near any City sewer lines, these customers will be served a package treatment plant located at the development. Existing sewer rate structures are not designed for this situation, so staff recommends addition of a new rate class for package plant customers, to be \$40 per month. This amount was determined by an independent engineering study by HDR Inc, and staff agrees this amount is reasonable.

Budget & Financial Summary: The proposed 5% rate increases will increase water revenues by approximately \$532,000 and will increase sewer revenues by approximately \$519,000. These increases are needed to continue meeting financial policies and bond covenants.

Attachments:

- Ordinance amending chapter 11 "Utilities," section 2, of the Code of Ordinances of the City of College Station
- Summary memo of HDR rate study
- Fiscal and Budgetary policies, Section III,B,6, Enterprise Fund Rates

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 11, "UTILITIES" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 11, "Utilities" Sections 2(D)(2) and Section 2(D)(3) of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

PART 3: These rates are effective October 1, 2006.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2006.

APPROVED:

Ron Silvia, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:

E-Signed by Carla A. Robinson
VERIFY authenticity with Adobe

City Attorney

EXHIBIT “A”**I**

That Chapter 11, “Utilities”, Section 2, “Water and Sewer Services”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by amending Subsection D(2)(a) to read as follows:

D. WATER AND SEWER RATES, USAGE CHARGES AND FEES**“(2) Rates for Water Service:**

- (a) All retail customers using water shall have a service charge based on the water meter size and a usage charge as follows:

Service Charge:

Meter Size	Service Charge
5/8 inch	\$9.08 per month
¾ inch	\$9.08 per month
1 inch	\$11.39 per month
1.5 inch	\$16.96 per month
2 inch	\$26.78 per month
3 inch	\$84.53 per month
4 inch	\$125.58 per month
6 inch	\$152.88 per month

Usage Charge: \$2.22 per 1,000 gallons”

II

That Chapter 11, “Utilities”, Section 2, “Water and Sewer Services”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by amending Subsection D(3) to read as follows:

D. WATER AND SEWER RATES, USAGE CHARGES AND FEES**“(3) Rates for Sewerage Service**

- (a) For customers using sewerage service for household purposes, where City water service is provided with a meter for each residential unit:

Service Charge: \$16.54 for first 4,000 gallons of water metered
 Usage Charge: \$3.31 per 1,000 gallons of water usage for the next 6,000 gallons of water metered.
 Maximum Billing: \$36.40 cap for metered water is 10,000 gallons

- (b) For customers using sewerage service for household purposes, multi-family residences with kitchen facilities in each residential unit where water service is provided without a meter for each residential unit:

Monthly Charge per Household Unit: \$21.04

- (c) For customers using sewerage service for household purposes, multi-family residences with more than 50 units without kitchen facilities in each unit

Monthly Charge per Household Unit: \$13.13

- (d) For customers using sewerage service for household purposes, multi-family residences having 50 residential units or less without kitchen facilities in each residential unit, where water service is provided without a meter for each residential unit such as but not limited to Fraternity houses, Sorority houses, Boarding houses and Privately Owned Student Dorms:

Service Charge: \$14.18 per month
 Usage Charge: \$3.31 per 1,000 gallons of water usage.

- (e) For customers using sewerage service for commercial and/or industrial business establishments:

Service Charge: \$14.18 per month
 Usage Charge: \$3.94 per 1,000 gallons of water usage.

- (f) For customers outside the City water service area (where City water meters do not exist), using City sewerage service for household purposes, the customer will be charged the monthly rate as set out in Subsection (a) herein for 10,000 gallons per month, unless the customer establishes, as determined by the City Manager, that the average rounded water usage is less than 9,001 gallons per month in which case the customer will be charged the following:

9,001 - 10,000 > gallons per month	\$36.40
7,001 - 9,000 gallons per month	\$29.78
5,001 - 7,000 gallons per month	\$23.16
0 - 5,000 gallons per month	\$16.54

- (g) For customers where sewerage service is provided through a satellite wastewater treatment plant not connected to the City’s main sewer collection and treatment system (typically outside the corporate limits of the City):

Monthly Charge per Residential Unit: \$40.00

- (h) Subject to available capacity under present City demand requirements, present system capability, anticipated demand requirements, and anticipated system capability, the City Council may enter into contracts for the sale of sanitary sewer service to wholesale customers outside the City's corporate limits.
- (i) All customers receiving sewer service under contract where the sewer rates are not addressed in the contract shall pay 1.15 times the amounts set forth above."

MEMORANDUM

TO: CITY OF COLLEGE STATION
David Coleman, Water and Wastewater Division Manager
Jennifer Douglas Nations, Water Resource Coordinator

FROM: DAVID SHUPE / HDR 

DATE: July 20, 2006

PROJECT NUMBER: 36447

The City of College Station retained the services of HDR Engineering to evaluate the sufficiency of the flat rate for municipal wastewater service outside of the City limits and to investigate rate approaches for interim (package plant) wastewater services outside of the City limits. This current Council action will only address the potential rate for interim (package plant) wastewater service.

In an effort to achieve higher development densities within new larger subdivisions, developers will, many times want centralized sewer service. When a new development is more distant, it may not be economic in the near term to extend a sewer main from the City, but instead to provide for on-site "package plant" wastewater treatment during the interim.

HDR was asked to estimate an outside-city flat rate for residential sewer served by a package plant where the City can not obtain metered water readings.

In developing a prototype budget – HDR surveyed four utility management companies to assist in developing an estimate of a package plant budget. In order for the utility management companies to provide an example of operation and management expenses, HDR utilized the Meadow Creek Addition as an example in these discussions.

Given various assumptions, the typical package plant service would require a flat rate of \$40.00 per month. This rate if adopted is comparable to other local package plants.

Fiscal and Budgetary Policies, Section III, B, 6, Enterprise Fund Rates

6. The City will review and adopt utility rates as needed to generate revenues required to fully cover operating expenses, meet the legal restrictions of all applicable bond covenants, and provide for an adequate level of working capital.

**September 14, 2006
Regular Agenda
Electric Rate Ordinance**

To: Glenn Brown, City Manager

From: David Massey, Director of Electric Utilities

Agenda Caption: Presentation, possible action, and discussion regarding an ordinance amending Chapter 11, "Utilities" Section 4, "Electric Service," of the Code of Ordinances of the City of College Station, Texas having the effect of raising rates for electric services an average of twelve percent (12%).

Recommendation(s): Staff recommends approval of the ordinance

Summary: The attached ordinance authorizes the implementation of the electric rates discussed with Council at the August 23, 2006 Budget Workshop. The rates proposed in the item increase electric revenues by approximately 12%.

Extensive electric system expansion is needed due an average of a 5 - 8% growth rate over the past ten years in College Station. Sharply increasing natural gas costs for electric generation and increasing transmission delivery costs are also big factors in the need for an electric rate increase.

Budget & Financial Summary: The proposed rates will increase revenues by 12% and are needed to continue to meet financial policies and bond covenants.

Attachments:

1. Electric rate ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 11, "UTILITIES" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 11, "Utilities" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

PART 3: This amendment is effective October 1, 2006.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2006.

APPROVED:

RON SILVIA, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:

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

City Attorney

EXHIBIT "A"

That Chapter 11, "Utilities", Section 4, "Electrical Service", of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by amending Subsections A(2) through A(8) to read as follows:

"A. ELECTRIC SCHEDULE OF RATES

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

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

- (a) Applicable to residential customers for all domestic usage where all energy is taken through a single meter. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service.
- (b) Character of Service - A.C., 60 cycles per second, single phase, 120/240 volts.
- (c) Rate:
 - Service Charge: \$7.00 per month, plus
 - Energy Charge: \$0.0886 per kWh for the first 500 kWh,
 - \$0.0805 per kWh for all kWh over 500, except
 - \$0.0731 per kWh for all kWh over 500 in the
 - billing months of November through April.
- (d) Residential units where served under one (1) master meter shall be billed under Rate Schedule R-1.
- (e) Transmission Delivery Adjustment - The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).
- (f) Automatic-Leave-On-Service - Customers who qualify for automatic-leave-on service will be billed at the above rate except the monthly service charge will be deleted. Customers will be required to contract with the City for this service provision.

"(3) Electric Rate - Schedule R-1 (Master Metered Residential Units)

- (a) Applicable to Residential units for all domestic usage where all energy is taken through one (1) master meter. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service.
- (b) Character of Service - A.C., 60 cycles per second, single-phase, 120/240 volts; three phase 120/240, 120/208, 240/480, 227/480, 2400/4160, 7200/12,470 volts as available at point of service. Three-phase customers served via under-ground primary to pad-mounted transformers will be furnished only 120/208 or 277/480 volt service.

- (c) Rate - The monthly rate charge for service under this schedule shall be determined as follows:

The average kilowatt-hour usage per month per residential unit shall be determined by dividing the total monthly kilowatt-hours purchased as determined by the City's master meter, by eighty-five percent (85%) of the total number of permanently constructed residential units.

The individual energy charge per residential unit shall thence be computed on the basis of the average kilowatt-hour usage per month per residential unit figured at the following rate:

Energy Charge:	\$0.0886 per kWh for the first 500 kWh, \$0.0805 per kWh for all kWh over 500, except \$0.0731 per kWh for all kWh over 500 used per month in the billing months of November through April.
----------------	--

The total monthly bill shall thence be determined by multiplying the energy charge per residential unit computed under the above rate by eighty-five percent (85%) of the number of permanently constructed residential units, and thence adding the following service charge:

Service Charge: \$100.00 per month per master meter

- (d) Transmission Delivery Adjustment - The monthly charge under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).
- (e) Submetering - Where electric service is submetered, the words "residential unit" in the above rate and minimum bill clauses shall be replaced with the word "submeter".

The customer operating the submetering system shall provide electric service to his tenants and render bills therefore in strict accordance with the electric submetering rules and regulations as established by the Public Utility Commission of Texas in Substantive Rule No. 25.142, a copy of which is on file in the office of the City Secretary and on the Internet at:

www.puc.state.us.tx/rules/subrules/electric/25.142/25.142.doc

All records and reports provided for in these rules and regulations, other than those specified below, shall be made available to the City upon request.

The customer shall not impose any additional charges on his tenants over and above those charges that are billed by the City. For verification purposes, the customer shall, within five days (5) after his tenant's bills are rendered each month, file a written report with the City showing a reconciliation of his billing to his tenants plus the billing for owner used energy with the charges that are billed by the City. This report shall provide as a minimum the following information:

A calculation of the average cost per kilowatt-hour for the current month.

A listing of all submeter readings and billings, including kilowatt-hour usage metered and total rate charge, for the current month.

- (4) Electric Rate-Schedule SC (Small Commercial Customers)
- (a) Applicable to non-residential customers billed through a single meter whose monthly kilowatt demand does not exceed 15 kW. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service.
- (b) Character of Service - A.C., 60 cycles per second, single-phase, 120/240 volts; three phase 120/240, 120/208, 240/480, 277/480 volts as available at point of service. Three-phase customers served via under-ground primary to pad-mounted transformers will be furnished only 120/208 or 277/480 volt service.
- (c) Rate:
- | | |
|-----------------|---|
| Service Charge: | \$9.00 per month, plus |
| Energy Charge: | \$0.0980 per kWh for the first 1000 kWh;
\$0.0749 per kWh for all kWh over 1000. |
- (d) Billing Demand - Demand meters may be installed on all such customers if (1) the installed load would indicate that demands over 15 kW would be experienced; or (2) if the monthly energy usage exceeds 5,250 kWh. A customer on this schedule whose metered demand exceeds 15 kW for any billing period shall be billed under Schedule LP-1 for the next twelve-month period beginning with the current month.
- (e) Transmission Delivery Adjustment - The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).
- (5) Electric Rate-Schedule LP-1 (Medium Commercial Customers)
- (a) Applicable to all commercial or industrial customers where service is taken through one meter at one point of delivery and where the monthly kilowatt demand is between 15 kW and 300 kW. Before service is furnished hereunder, an individual service agreement contract between the Customer and the City may be required outlining all details of the service to be supplied, the terms of the contract, and the obligations of each party.
- (b) Character of Service - A.C., 60 cycles per second, single-phase, 120/240 volts; three phase 120/240, 120/208, 240/480, 277/480 volts as available at point of service. Three-phase customers served via under-ground primary to pad-mounted transformers will be furnished only 120/208 or 277/480 volt service.
- (c) Rate:
- | | |
|-----------------|--|
| Service Charge: | \$25.00 per month, plus |
| Demand Charge: | \$9.46 per kW of monthly-billing demand,
plus |
| Energy Charge: | \$0.0508 per kWh for all kWh |
- (d) Minimum Monthly Charge - The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
- (i) \$166.90 per month plus applicable transmission delivery adjustment on the kilowatt-hours used.

- (ii) The sum of service, demand and energy charges under the above rate plus applicable transmission delivery adjustment on the kilowatt-hours used.
- (iii) The minimum monthly charge specified in customer's service contract with the City plus applicable transmission delivery adjustment on the kilowatt-hours used.
- (e) **Billing Demand** - The billing demand shall be in the maximum 15 minute measured kilowatt demand in the billing period, but not less than 50% of the peak demand measured in the twelve month period ending with the current month. Unless otherwise specified in a firm electric service contract agreement, if at any time a customer billed under this schedule continues for a period of twelve consecutive months without a metered demand in excess of 15 kW, Schedule SC shall apply beginning with the first month succeeding such twelve month period. Likewise, a customer on this schedule whose metered demand exceeds 300 kW for any billing period shall be billed under Schedule LP-2 for the next twelve-month period beginning with the current month.
- (f) **Power Factor** - Should the power factor be lower than 0.90 lagging, the City may adjust the measured power demand by multiplying by the ratio of 0.90 to the actual power factor.
- (g) **Primary Service** - Where service is taken by the customer at the City's available primary voltage and where the customer owns, operates, and maintains all service facilities except metering equipment, required to take service at such voltage, a credit of 2% of the base rate charges will be allowed. Metering may be primary or secondary (corrected for the transformer losses) at the City's option.
- (h) **Transmission Delivery Adjustment** - The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).
- (i) **Electric Off Peak Rider**

This rider is used in lieu of demand fees when the off-peak demand exceeds the on-peak demand.

- (i) This off-peak rider shall apply in computing the customer's monthly electric bill. Under this rider, the demand for billing purposes shall be adjusted to be as follows:

$$\text{Off-peak Rider} = \frac{(X + Y)}{2}$$

Where:

X = the peak demand measured during the on-peak period

Y = the peak demand measured during the off-peak period

- (ii) However, in no case shall the billing demand in any month be less than 50% of the peak demand measured in the twelve-month period ending with the current month.

The periods for application of this rider are defined as follows:

On-Peak Period - 6:00 AM through 11:00 PM on Monday
through Friday

Off-Peak Period - 11:00 PM through 6:00 AM on Monday
through Friday and 11:00 PM on
Friday through 6:00 AM on Monday

(6) Electric Rate Schedule LP-2 (Large Commercial)

- (a) Applicable to all commercial or industrial customers where service is taken through one meter at one point of delivery and where the monthly kilowatt demand is from 300 kW to 1500 kW. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service. Before service is furnished hereunder, an individual service agreement contract between the customer and the City may be required outlining all details of the service to be supplied, the terms of the contract, and the obligations of each party.
- (b) Character of Service - A.C., 60 cycles per second, single-phase, 120/240 volts; three phase 120/240, 120/208, 240/480, 277/480 volts as available at point of service. Three-phase customers served via under-ground primary to pad-mounted transformers will be furnished only 120/208 or 277/480 volt service.
- (c) Rate:
- | | |
|-----------------|--|
| Service Charge: | \$75.00 per month, plus |
| Demand Charge: | \$9.46 per kW of monthly billing demand,
plus |
| Energy Charge: | \$0.0499 per kWh for all kWh |
- (d) Minimum Monthly Charge - The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
- (i) \$2,913.00 per month plus applicable transmission delivery adjustment on the kilowatt-hours used.
- (ii) The sum of service, demand and energy charges under the above rate plus applicable transmission delivery adjustment on the kilowatt-hours used.
- (iii) The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
- (e) Billing Demand - The billing demand shall be in the maximum 15 minute measured kilowatt demand in the billing period, but not less than 50% of the peak demand measured in the twelve month period ending with the current month. Unless otherwise specified in a firm electric service contract agreement, if at any time a customer, billed under this schedule continues for a period of twelve consecutive months without a metered demand in excess of 300 kW, Schedule LP-1 shall apply beginning with the first month succeeding such twelve month period.
- (f) Power Factor - Should the power factor be lower than 0.90 lagging, the City may adjust the measured power demand by multiplying by the ratio of 0.90 of the actual power factor.

- (d) Minimum Monthly Charge - The minimum monthly charge under this rate schedule shall be the highest of the following charges:
- (i) \$13,675.00 per month plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - (ii) The sum of service, demand and energy charges under the above rate plus applicable transmission delivery adjustment on the kilowatt-hours used.
 - (iii) The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.
- (e) Billing Demand - The billing demand shall be in the maximum 15 minute measured kilowatt demand in the billing period, but not less than 50% of the peak demand measured in the twelve-month period ending with the current month. Unless otherwise specified in a firm electric service contract agreement, if at any time a customer, billed under the schedule continues for a period of twelve consecutive months without a metered demand in excess of 1500 kW, Schedule LP-2 shall apply beginning with the first month succeeding such twelve month period.
- (f) Power Factor - Should the power factor be lower than 0.90 lagging, the City may adjust the measured demand by multiplying by the ratio of 0.90 of the actual power factor.
- (g) Primary Service - Where service is taken by the customer at the City's available primary voltage and where the customer owns, operates and maintains all service facilities, except metering equipment, required to take service at such voltage, a credit of 2% of the base rate charges will be allowed. Metering may be primary or secondary (corrected for the transformer losses) at the City's option.
- (h) Transmission Delivery Adjustment - The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a transmission delivery adjustment calculated in accordance with Schedule TDA provided however that the adjustment shall never be less than zero (0).
- (i) Electric On-Peak/Off-Peak Rider
- (i) Upon the customer's request, this rider shall be made available to customers billed under the rate schedule LP-3, whose monthly demand is 300 kW or greater, and who can reduce their load during the City's On-Peak time between 5:00 p.m. and 8:00 p.m. Under this rider, the demand for billing purposes shall be adjusted to be as follows:
 - (ii) Rate: The applicable rate schedule demand charges shall be replaced by the following on-peak/off-peak rates:

On-Peak Demand Charge:	\$6.30, plus
Off-Peak Demand Charge:	\$3.25

However, in no case shall the billing demand in any month be less than 50% of the peak demand measured in the twelve-month period ending with the current month.

The periods for application of this rider are defined as follows:

On-Peak Period - 5:00 PM through 8:00 PM, daily.

Off-Peak Period - 8:00 PM through 5:00 PM, daily.

(8) Electric Rate-Schedule SL (Security Lights)

- (a) Applicable to all security lights installed and maintained by the City for customers at their request. The customer will be required to contract for security light service for a minimum period of three (3) years. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service.
- (b) Additional construction costs for installing security lights:
The standard security light monthly fee includes installation of the security light on existing city-owned utility poles. The total cost for any additional poles, cables or other equipment as calculated by the Electrical Division must be paid in full by the customer prior to the installation of the security light.
- (c) Rates per month per light:
 - i) 100 Watt \$9.25
 - ii) 200 Watt \$13.75
 - iii) 400 Watt \$28.50

**September 14, 2006
Regular Agenda Item
Sanitation Rate Ordinance**

To: Glenn Brown, City Manager

From: Charles McLemore, Acting Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on an ordinance amending Chapter 11, Utilities" Section 5, "Solid Waste Collection Regulations", of the Code of Ordinances of the City of College Station, Texas having the effect of raising rates for both residential and commercial solid waste services by eight percent (8%).

Recommendation(s): Staff recommends approval of the ordinance mending Chapter 11, Utilities" Section 5, "Solid Waste Collection Regulations", of the Code of Ordinances of the City of College Station, Texas having the effect of raising rates for both residential and commercial solid waste services by eight percent (8%), as presented to the City Council during the FY07 proposed budget presentation.

Summary: An 8% rate increase is proposed for both residential and commercial collection services. This ordinance will increase the sanitation residential collection rate by \$1.10 to \$14.40 per month. The division currently services 969 commercial customers using a variable rate schedule based on the volume of waste generated. The commercial increase will depend on the level of service that is provided to an individual customer.

The proposed rate increases are due to higher disposal and fuel costs as well as an increase in the front end load container lease agreement which was approved by Council July, 2006.

Budget & Financial Summary: The residential collection rate increase will generate approximately \$300,560 in additional annual revenue. The commercial collection rate increase will generate approximately \$160,960 in revenue during FY07.

Attachments:

1. Sanitation Rate Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 11, "UTILITIES", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 11, "Utilities", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

PART 3: This amendment is effective October 1, 2006.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2006.

APPROVED:

RON SILVIA, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:

E-Signed by Carla A. Robinson
VERIFY authenticity with AdobeSign

City Attorney

EXHIBIT “A”

That Chapter 11, “Utilities”, Section 5, “Solid Waste Collection Regulations”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by changing subsection E, “Collection Rates” as set out hereafter to read as follows:

“E. COLLECTION RATES

(1) General Rate Provision

Solid waste collection rates are applied based on both the method and number of services provided. Except as otherwise provided in this ordinance, the charges for solid waste collection and disposal shall be assessed according to the following schedule:

\$14.40. Each single family detached residential unit or residential units in a building with less than a total of four (4) attached residential units in a complex where each residential unit has been assigned a seventy (70) gallon automated solid waste container and provided with garbage, rubbish, brush and recycling collection once weekly.

\$10.10 Additional monthly fee for each residential unit that has been assigned more than one seventy (70) gallon automated solid waste container. This rate shall be assessed for each additional container utilized.

\$14.40 Each residential unit in a building with less than a total of four (4) attached residential units in a complex that has been assigned a shared 300 gallon or larger automated solid waste collection container, that has not been identified as a multi-family apartment complex by the City, and provided with twice per week garbage collection, once per week curbside recycling collection and once per week rubbish/brush collection.

\$6.75 Each residential unit in a building with a total of four (4) or more attached residential units in a complex that has been identified as a multi-family apartment complex by the City, and is assigned a large solid waste container shared by multiple residential units for garbage collection only. Service will be provided twice weekly. Fraternities, Sororities, Privately Owned Student Dorms, and customers within a residential and mixed use location shall not be assessed this rate, and will be charged according to the variable commercial collection rates listed in paragraph (2) below.

\$13.00 Minimum monthly charge for small businesses that jointly use a commercial-type refuse container without causing a health, sanitation or litter problem.

(2) Commercial Collection Rates

The monthly per container garbage collection and disposal charge for commercial locations shall be based on container size, number of containers utilized and frequency of collection per week.

<u>Container Size</u>	<u>Frequency of Collection</u>	<u>Monthly Rate</u>
90 Gallon Automated	1	\$ 14.00
	2	28.00
	3	42.00
	4	55.00
	5	68.00
	6	80.00
300/400 Gallon Automated or 2 cubic yard Non-Compactor	1	\$100.00
	2	131.00
	3	160.00
	4	189.00
	5	219.00
	6	254.00
4 cubic yard Non-Compactor	1	\$125.00
	2	166.00
	3	205.00
	4	249.00
	5	292.00
	6	330.00
8 cubic yard Non-Compactor	1	\$154.00
	2	214.00
	3	274.00
	4	332.00
	5	392.00
	6	450.00
2 cubic yard Compactor	1.	\$104.00
	2	207.00
	3	311.00
	4	415.00
	5	517.00
	6	622.00
4 cubic yard Compactor	1.	\$139.00
	2	280.00
	3	419.00
	4	559.00
	5	699.00
	6	839.00

6 cubic yard Compactor	1.	\$188.00
	2	377.00
	3	565.00
	4	754.00
	5	942.00
	6	1,130.00

(3) Additional Charges

The following additional charges will be assessed and collected upon the performance of the described service or the occurrence of the described use or condition:

- \$2.40 Per cycle fee for usage of the Northgate Promenade Commercial Compactor. The minimum monthly charge as described in paragraph one above for small businesses that jointly use a commercial-type refuse container will apply until usage exceeds 5 cycles per calendar month.
- \$2.50 Daily rental fee for the use of any city-owned, 20 cubic yard roll-off container.
- \$2.65 Daily rental fee for the use of any city-owned, 30 cubic yard roll-off container.
- \$2.85 Daily rental fee for the use of any city-owned, 40 cubic yard roll-off container.
- \$4.00 Per carcass fee for 1 to 19 animal carcasses collected from a commercial veterinarian, plus a flat rate service charge of \$20.00. Flat rate service charge is waived for 20 or more animal carcasses collected at one time.
- \$10.00 Additional fee for collection service requested by customer in addition to the scheduled service on a 90 gallon container.
- \$15.00 Additional fee for any location (other than residential) where the container was blocked and the collection vehicle must return to provide service.
- \$20.00 Additional fee for collection service requested by customer in addition to the scheduled service on a 300 gallon or 400 gallon container.
- \$25.00 Additional fee for delivery and set-up on any city-owned, roll-off container.
- \$20.00 Additional fee for collection service requested by customer in addition to the scheduled service on a 2 cubic yard container.
- \$25.00 Additional fee for collection service requested by customer in addition to the scheduled service on a 2 cubic yard compactor.
- \$30.00 Additional fee for collection service requested by customer in addition to the scheduled service on a 4 cubic yard container.

- \$35.00 Additional fee for collection service requested by customer in addition to the scheduled service on a 4 cubic yard compactor.
- \$40.00 Additional fee for collection service requested by customer in addition to the scheduled service on an 8 cubic yard container.
- \$45.00 Additional fee for collection service requested by customer in addition to the scheduled service on a 6 cubic yard compactor.
- \$50.00 Unprepared solid waste minimum charge.
- \$116.00 All roll-off container service per load plus current per ton landfill charge.”

**September 14, 2006
Regular Agenda
BVSWMA Landfill Rate Resolution**

To: Glenn Brown, City Manager

From: Charles McLemore, Acting Director of Public Works

Agenda Caption: Presentation, possible action, and discussion regarding a resolution setting rates and fees for the Brazos Valley Solid Waste Management Agency (BVSWMA) Rock Prairie Road Landfill, having the effect of raising rates for disposal services by five percent (5%), and setting an effective date of October 1, 2006.

Recommendation(s): Staff recommends approval of a rate resolution setting rates and fees for the BVSWMA Rock Prairie Road Landfill, having the effect of raising rates for disposal services by five percent (5%), effective October 1, 2006.

Summary: This rate resolution increases rates and fees for the BVSWMA Rock Prairie Road Landfill for all services by 8%. The basic landfill tipping rate will increase from \$22.25 to \$24.05 per ton, while the rate for the Cities of College Station and Bryan will increase from \$18.75 to \$20.25 per ton. With the added fee of \$1.25 required by the Texas Commission on Environmental Quality, the total costs per ton will be \$25.30 for customers and \$21.50 for the Cities.

The rate resolution has been approved by the BVSWMA Policy Advisory Board at their meeting held on August 4, 2006. An identical rate resolution will be presented for consideration to the Bryan City Council on September 26, 2006.

Budget & Financial Summary: Approximately \$587,000 in additional revenue will be generated by the increase in FY 2007. The increase is necessary to fund both the development of the future State Highway 30 Landfill and execution of the final closure project for the Rock Prairie Road Landfill.

Attachments:

1. Rate Resolution
2. BVSWMA Policy Advisory Board August 4, 2006 Meeting Minutes
3. Proposed Rate Comparison

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING CHARGES FOR DISPOSAL SERVICES PROVIDED BY THE BRAZOS VALLEY SOLID WASTE MANAGEMENT AGENCY'S ROCK PRAIRIE ROAD LANDFILL; REVOKING ALL PREVIOUS RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Brazos Valley Solid Waste Management Agency (BVSWMA) is an entity created under an interlocal agreement between the Cities of Bryan and College Station, Texas, and

WHEREAS, the interlocal agreement requires that each City adopt the charges for landfill disposal services provided to the various customers of any landfill operated by BVSWMA, and

WHEREAS, the BVSWMA Board of Directors has reviewed and approved the operating budget and charges assessed by BVSWMA; now, therefore,

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

PART 1: Charges for disposal services shall be assessed on the following basis:

A. NORMAL MUNICIPAL SOLID WASTE

1. The basic landfill tipping fee for normal municipal solid waste shall be assessed on the basis of \$24.05 per measured ton.
2. A customer class including the Cities of Bryan and College Station, Texas shall be charged \$20.25 per measured ton of waste material brought into the landfill.

B. SPECIAL WASTES

1. The basic landfill tipping fee for special wastes which does not require special handling and/or documentation shall be \$24.05 per measured ton.
2. The customer class including the Cities of Bryan and College Station, Texas shall be charged \$20.25 per measured ton for any special waste disposed of at the landfill.

C. TIRES

1. The fee charged for tires brought to the landfill for disposal shall be:
 - (a) \$3.25 per tire for tires up to 19.5 inches in diameter
 - (b) \$8.65 per tire for tires between 19.6 inches and 24.5 inches in diameter
 - (c) \$21.60 per tire for tires in excess of 24.5 inches in diameter.

D. WHITE GOODS, APPLIANCES, REFRIGERATION DEVICES.

1. The fee charged to recover Freon from refrigeration devices brought to the landfill shall be \$10.80 per unit and shall be assessed the basic landfill tipping fee of \$24.05 per measured ton. Refrigeration devices that have undergone Freon removal and have been stamped by a certified Freon extractor prior to arriving at the landfill will be assessed the basic landfill tipping fee of \$24.05 per measured ton.
2. All other white goods and appliances shall be assessed the basic landfill tipping fee of \$24.05 per measured ton.

E. UNSECURED LOAD FEES

1. Users of the landfill who enter the landfill with waste materials not secured in a manner as to prevent spillage or blowing of waste from the vehicle and/or container used to transport the waste during the transportation of waste shall be assessed a surcharge of \$10.80 per measured ton over the base tipping fee with a minimum charge of \$10.80.

F. PULLOFF/CLEAN-OUT FEES

1. Users of the landfill upon execution of a waiver of liability and at the discretion of landfill personnel may be allowed to utilize equipment and/or devices provided by the landfill to assist in the unloading or clean-out of waste for a charge of \$10.80 per load occurrence and/or trip into the landfill.

G. CONTAMINATED/CLEAN SOILS

1. The charge for the disposal of contaminated soils received at the landfill which have been approved by the Texas Commission On Environmental Quality and the Management Staff of the landfill for use as daily and/or intermediate cover material shall be assessed on the basis of \$5.40 per measured ton.
2. No charge will be assessed for clean soils that can be utilized as daily and/or intermediate cover material.

H. CHARGES BY CUBIC YARD

1. In the event that it becomes impossible or impractical to assess fees on a per weight basis, the following schedule of rates will be assessed based upon the estimated capacity of the vehicle and/or container used to transport waste into the landfill.
 - (a) A customer class including the Cities of Bryan and College Station shall be charged \$9.20 per cubic yard.

(b) All other customers shall be charged \$10.80 per cubic yard.

I. In addition to the fees established above, each customer shall pay any fees, charges, or taxes as required by the State of Texas, in accordance with 30 Texas Administrative Code (TAC), Section 330.602, or other relevant statutes as amended.

PART 2: These rates shall become effective on all services provided by the Rock Prairie Road Landfill on or after October 1, 2006.

PART 3: This resolution shall become effective from and after its passage in accordance with the terms and conditions of the inter-local agreement between the Cities of College Station and Bryan, Texas and with the City Charter of the City of College Station, Texas.

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

APPROVED

RON SILVIA, Mayor

ATTEST:

CONNIE HOOKS, City Secretary

APPROVED:



City Attorney

Minutes
Brazos Valley Solid Waste Management Agency
August 4, 2006
College Station City Hall
Second Floor Conference Room
10:00 a.m.

Board Members Present: Ron Silvia (Chairman), City of College Station Mayor; Ernie Wentrcek, City of Bryan Mayor and Mark Conlee, City of Bryan Council Member.

Others Present: Pete Caler, College Station Assistant Director of Public Works/BVSWMA Director; Shelia McQueen, BVSWMA Program Coordinator; Jeff Kersten, City of College Station Chief Financial Officer; Charles McLemore, City of College Station Acting Public Works Director; Kelly Wellman, City of Bryan Director of Environmental Services; Linda Huff, City of Bryan Acting Public Works Director; and Samantha Best, City of College Station Landfill Superintendent.

Members Absent: Glenn Brown, City of College Station City Manager; Kean Register, City of Bryan Acting City Manager and Bill Pendley, Grimes County Commissioner.

Agenda Item 1: Mayor Ron Silvia called the meeting to order at 10:01 a.m.

Agenda Item 2: Discussion and possible action on the minutes held on May 5, 2006.
Motion to approve by Mayor Wentrcek, second Mark Conlee. The motion passed unanimously.

Agenda Item 3: Presentation, possible action, and discussion on the FY 2007 BVSWMA Annual Operating Budget.

Pete Caler explained the Pro-Forma for FY 2006/2007 and stated there will be an SLA for an upgrade to the 4-wheel drive truck at the landfill to be converted into diesel.

Jeff Kirsten explained the FY 2006-2007 operating budget and the pay plan adjustments.

Mayor Wentrcek asked that BVSWMA possibly fund a contribution to the United Way Capital Project in the amount of \$40,000.00, made payable in four yearly installments of \$10,000.00. Mayor Silvia asked that Mayor Wentrcek attend one of the United Way presentations and bring this topic back to the board at a later date.

BVSWMA's contribution of \$20,000.00 for the Noon Lions Club for the Fourth of July fireworks will continue.

Motion to approve by Mayor Wentrcek, second Mark Conlee. The motion passed unanimously.

Agenda Item 4: Presentation, possible action, and discussion on setting fees for the Rock Prairie Road Landfill.

Pete explained the proposed fee increase and new fees for the Rock Prairie Road Landfill and stated the Resolution for the proposed rate increase will go to both the City of Bryan and the City of College Station Councils for approval. There was a sample resolution in the board packet for viewing.

Motion to approve by Mark Conlee, second Mayor Wentrcek. The motion passed unanimously.

Agenda Item 5: Meeting Adjourned at 11:08 a.m.

PASSED AND APPROVED this _____ day of _____, 2006.

APPROVED:

Mayor Ron Silvia

Rate Comparison - 8% Increase			
	Current	Proposed	Total with State Fee
Basic Landfill Tipping Fee - Per Ton	\$22.25	\$24.05	\$25.30
Customer Class - Cities of Bryan and College Station - Per Ton	\$18.75	\$20.25	\$21.50
Tires - Small	\$3.00	\$3.25	
Tires - Medium	\$8.00	\$8.65	
Tires - Large	\$20.00	\$21.60	
White Goods	\$10.00	\$10.80	
Unsecured Load - Per Ton	\$10.00	\$10.80	
Pull Off / Clean-Out	\$10.00	\$10.80	
Contaminated Soil - Per Ton	\$5.00	\$5.40	
Basic Cubic Yard Charge	\$10.00	\$10.80	
Customer Class - Cities of Bryan and College Station - Cubic Yard	\$8.50	\$9.20	

September 14, 2006
Regular Agenda
Citizen Appointments for Construction Board of Adjustments and Appeals

To: Glenn Brown, City Manager

From: Connie Hooks, City Secretary

Agenda Caption: Presentation, possible action, and discussion regarding appointing citizen applicants to the Construction Board of Adjustments and Appeals to fill two expired terms and three alternate positions.

Recommendation(s): N/A

Summary: Appointments to the citizens committees were made at the City Council meeting on July 17, 2006. At that time, there were only two applicants for this committee and there were five positions to fill. Council recommended to postpone appointments until we received more applications. Since that meeting we now have a total of five applications for this committee.

Budget & Financial Summary: N/A

Attachments:

1. Citizens applications
2. Data Sheet



CITY OF COLLEGE STATION

Application for City
Boards/Commissions/
Committees for Year 2006-2007

PLEASE TYPE OR PRINT CLEARLY

NAME Charles E. Thomas

Occupational Information

Home Address 2902 Coronado Dr.
Telephone: CELL 979-229-0064
Fax: 693-1726
E-mail: Candbthomas@yahoo.com
College Station Resident for 40 years
(Must be a resident of the City to serve)
Subdivision Southwood Forest
Voter Registration # 23926

Personal Information

Business Owner (Yes) No
Business Name: Charles Thomas Homes, Inc.
Occupation: Homebuilder
(If retired, please indicate former occupation)
Address: 2902 Coronado Dr.
Telephone: 696-4384
Fax: 693-1726
E-Mail: Candbthomas@yahoo.com
Education *(optional)*: TEXAS A&M UNIVERSITY
Bachelor of Business Administration
in FINANCE

POSITION SOUGHT: *(Please indicate choice with 1, 2 or 3 - where 1 is most preferable and 3 being least preferable.) CHOOSE NO MORE THAN 3*

Standing Committees

- | | |
|---|---|
| <input type="checkbox"/> Brazos County Appraisal Dist. | <input type="checkbox"/> Library Committee |
| <input type="checkbox"/> Cemetery Committee | <input type="checkbox"/> Outside Agency Funding |
| <input checked="" type="checkbox"/> Construction Board of Adjustments & Appeals | <input type="checkbox"/> Parks and Recreation Board |
| <input type="checkbox"/> Convention Center TIF Board | <input type="checkbox"/> Planning and Zoning Commission |
| <input type="checkbox"/> Design Review Board | <input type="checkbox"/> Research Valley Partnership |
| <input type="checkbox"/> Joint Relief Funding Review | <input type="checkbox"/> Wolf Pen Creek TIF Board |
| <input type="checkbox"/> Historic Preservation Committee | <input type="checkbox"/> Zoning Board of Adjustments |

Parks Board Committees

- Conference Center Advisory Committee
- Lincoln Center Advisory Committee
- Senior Advisory Committee

If you currently serve on any other boards/commissions/committees, please list them here: _____

Ad hoc Committee member - Planning & Zoning

Please list any experience or interests that qualifies you to serve in the positions indicated: _____

I have been on CAPITAL IMPROVEMENTS PLANNING COMMITTEE (2 TIMES)

Signature of Applicant Charles E. Thomas Date 9/7/2006
Mail completed application to: City Secretary's Office, City of College Station, P.O. Box 9960, College Station, TX 77842.



CITY OF COLLEGE STATION

QUESTIONNAIRE
CITIZEN COMMITTEES

NAME Charles E. Thomas
LIST CITIZEN COMMITTEES _____

Please print legibly
o:group/council/generalinterviewquestionnaire.com

1. Why are you interested in serving on a City committee?
If I can be of Assistance to the City with my EXPERIENCE & KNOWLEDGE in the building & DEVELOPMENT AREAS, I will be glad to help.
2. What attracts you to College Station?
LONG RANGE PLANNING with emphasis on COMMUNITY APPEARANCE
3. Volunteer service on City committees may include regular meetings on a bi monthly and monthly basis. Do you feel you can commit the time to serve effectively?
I am 64 years of Age, own 100% of Stock of my company & can't make the time.
4. What do you consider to be the top three issues affecting the City of College Station?
HOPEARANCE
TRAFFIC
CITY SERVICES
5. What is your "vision" for the future of College Station?
AN AREA that has a VIBRANT ECONOMY, ATTRACTIVE to VISITORS & RESIDENTS and be EASILY ACCESSIBLE
6. Briefly give your opinion about the overall mission and goals of the City.
To Give Residents the SERVICES they Need & expect at REASONABLE COST and in a Quality Fashion



CITY OF COLLEGE STATION

Application for City Boards/Commissions/Committees for Year 2006-2007

PLEASE TYPE OR PRINT CLEARLY

NAME Dan Sears

Occupational Information

Home Address 1009 Madava
Telephone: 774-4607
Fax: 774-4605
E-mail:
College Station Resident for 43 years
Subdivision Southwood 7
Voter Registration # 46407

Personal Information

Business Owner? Yes No
Business Name: Legend Builders
Occupation: Builder
Address: 12,575 Hwy 30 C3 TX
Telephone: 774-4600 77445
E-Mail:
Education(optional) Texas A&M BS

POSITION SOUGHT: (Please indicate choice with 1,2 or 3 - where 1 is most preferable and 3 being least preferable.) CHOOSE NO MORE THAN 3

Standing Committees

- Construction Board of Adjustments & Appeals
Brazos County Appraisal Dist.
Cemetery Committee
Convention Center TIF Board
Design Review Board
Joint Relief Funding Review
Historic Preservation Committee
Library Committee
Outside Agency Funding
Parks and Recreation Board
Planning and Zoning Commission
Research Valley Partnership
Wolf Pen Creek TIF Board
Zoning Board of Adjustments

Parks Board Committees

- Conference Center Advisory Committee
Lincoln Center Advisory Committee
Senior Advisory Committee

If you currently serve on any other boards/commissions/committees, please list them here:

Construction Board of Adjustments & Appeals

Please list any experience or interests that qualifies you to serve in the positions indicated:

Builder in College Station for 37 years; 20yr member of Central since 1978 - past member of Planning & Zoning Board

Signature of Applicant

Date 5/1/06

Mail completed application to: City Secretary's Office, City of College Station, P.O. Box 9900, College Station, TX 77842.



CITY OF COLLEGE STATION

Application for City Boards/Commissions/ Committees for Year 2006-2007

PLEASE TYPE OR PRINT CLEARLY

NAME David R Hart

Occupational Information

Home Address 1306 Bayou Woods Dr
Telephone: 229-2786
Fax: 690-0440
E-mail: dhart@txcyber.com
College Station Resident for 12 years
(Must be a resident of the City to serve)
Subdivision College Hills
Voter Registration # _____

Personal Information

Business Owner? Yes No
Business Name: _____
Occupation: software developer
(If retired, please indicate former occupation)
Address: _____
Telephone: 690-5509
Fax: _____
E-Mail: _____
Education (optional) Bachelors Texas A&M
Computer Science

POSITION SOUGHT: *(Please indicate choice with 1,2 or 3 - where 1 is most preferable and 3 being least preferable.)* **CHOOSE NO MORE THAN 3**

Standing Committees

- | | |
|---|--|
| <input type="checkbox"/> Brazos County Appraisal Dist. | <input type="checkbox"/> Library Committee |
| <input type="checkbox"/> Cemetery Committee | <input type="checkbox"/> Outside Agency Funding |
| <input checked="" type="checkbox"/> Construction Board of Adjustments & Appeals | <input checked="" type="checkbox"/> Parks and Recreation Board |
| <input type="checkbox"/> Convention Center TIF Board | <input checked="" type="checkbox"/> Planning and Zoning Commission |
| <input type="checkbox"/> Design Review Board | <input type="checkbox"/> Research Valley Partnership. |
| <input type="checkbox"/> Joint Relief Funding Review | <input type="checkbox"/> Wolf Pen Creek TIF Board |
| <input type="checkbox"/> Historic Preservation Committee | <input type="checkbox"/> Zoning Board of Adjustments |

Parks Board Committees

- Conference Center Advisory Committee
- Lincoln Center Advisory Committee
- Senior Advisory Committee

If you currently serve on any other boards/commissions/committees, please list them here: _____

alternate on Construction Board

Please list any experience or interests that qualifies you to serve in the positions indicated: _____

graduate of Citizens University

Interested in guiding growth of city and preserving neighborhood integrity and quality of life

Signature of Applicant David R Hart

Date 06 July 2006

Mail completed application to: City Secretary's Office, City of College Station, P.O. Box 9960, College Station, TX 77842.



CITY OF COLLEGE STATION

QUESTIONNAIRE
CITIZEN COMMITTEES

PO Box 9960 College Station, Texas 77842

Please print legibly

NAME David R Hart

LIST CITIZEN COMMITTEES ___ alternate, Construction Board

1. Why are you interested in serving on a City committee?

to help make this an even better community, to protect our neighborhoods and the great quality of life that we enjoy

2. What attracts you to College Station?

The great parks, leisure activities, good schools, plentiful high-quality health care, low crime and traffic, friendly people. It's a great place to retire to and also raise a family. There is a vitality and can-do spirit.

3. Volunteer service on City committees may include regular meetings on a bi monthly and monthly basis. Do you feel you can commit the time to serve effectively?

Absolutely

4. What do you consider to be the top three issues affecting the City of College Station?

Neighborhood integrity

Updating the comprehensive plan to foster growth without harming our current citizens and their homes
Prioritizing transportation improvements, both COCS projects and TxDOT projects

5. What is your "vision" for the future of College Station?

To become THE premier destination in Texas for retirees and families, by continuing to provide excellent schools, health care, easy transportation, cohesive neighborhoods, and plentiful recreational opportunities

6. Briefly give your opinion about the overall mission and goals of the City.

I hope that the city can continue its growth and foster even better relationships with Bryan, Brazos County, Texas A&M, Blinn, and the surrounding areas. Balancing growth with preservation of what makes College Station such a great town will be difficult but critically important. Overall, I am pleased with the mission statement and goals of the City and would not change the emphasis of any of them.

From: "City of College Station -" <info@cstx.gov>
To: <wmason@cstx.gov>
Date: 8/24/2006 11:45:35 AM
Subject: Response to Apply For A Citizen Committee

Form Name: Date Submitted: 8/24/2006 11:39:41 AM
Apply For A Citizen Committee
Name: Allen Linton
Home Address: 2308 Carisbrooke Loop
Telephone: 979-224-1500
Fax: 979-775-9053
E-mail: allen@alcustomhomes.com
College Station Resident for ____ years: since 1992
Subdivision: Castlegate since 2006
Voter Registration Number:
Business Owner: Yes
Business Name: A & L Custom Homes. LLC
Occupation: Construction
Work Address: 4903 Leonard, Bryan
Work Telephone: 979-224-1500
Work Fax: 979-775-9053
Work E-mail: allen@alcustomhomes.com
Education: Bachelor of Sciene TAMU '89
Position Sought (No. 1 being most preferable and No. 3 being least preferable): Construction Board of Adjustments and Appeals, ,
If you currently serve on any other committees, boards or commissions, please list them here: None
Please list any experience or interest that qualifies you to serve in the position desired: Construction since 1985 A&L Homes since 1992 Registered Builder w/TxResidential Construction Commission Bonded Builder
In compliance with Chapter 552, Government Code (Public Information Act), information related to the applicant's home address, home telephone number, and e-mail address shall be made available to the public, unless the applicant chooses not to release the information.
Release information?: No

CC: <dcody@cstx.gov>, <vcasares@cstx.gov>



Application for City
Boards/Commissions/
Committees for Year 2006-2007

PLEASE TYPE OR PRINT CLEARLY

NAME GLENN D. THOMAS

Occupational Information

Home Address 1110 12th MAN CT
Telephone: 979-690-7117
Fax: 979-690-7118
E-mail: benchmarkhomesbcs@hotmail.com
College Station Resident for 30 years
(Must be a resident of the City to serve)
Subdivision Pebble Creek
Voter Registration # _____

Personal Information

Business Owner? Yes No YES
Business Name: Benchmark Homes
Occupation: HOME BUILDER
(If retired, please indicate former occupation)
Address: 1110 12th MAN CT, CS, TX 77845
Telephone: 690-7117
Fax: 690-7118
E-Mail: BENCHMARKHOMESBCS@HOTMAIL.COM
Education *(optional)* COLLEGE GRADUATE
STEPHEN F. AUSTIN
NACOGDOCHES, TX

POSITION SOUGHT: *(Please indicate choice with 1, 2 or 3 - where 1 is most preferable and 3 being least preferable.)* **CHOOSE NO MORE THAN 3**

Standing Committees

- | | |
|---|---|
| <input type="checkbox"/> Brazos County Appraisal Dist. | <input type="checkbox"/> Library Committee |
| <input type="checkbox"/> Cemetery Committee | <input type="checkbox"/> Outside Agency Funding |
| <input checked="" type="checkbox"/> Construction Board of Adjustments & Appeals | <input type="checkbox"/> Parks and Recreation Board |
| <input type="checkbox"/> Convention Center TIF Board | <input type="checkbox"/> Planning and Zoning Commission |
| <input type="checkbox"/> Design Review Board | <input type="checkbox"/> Research Valley Partnership. |
| <input type="checkbox"/> Joint Relief Funding Review | <input type="checkbox"/> Wolf Pen Creek TIF Board |
| <input type="checkbox"/> Historic Preservation Committee | <input type="checkbox"/> Zoning Board of Adjustments |
| | <input checked="" type="checkbox"/> WHERE EVER NEEDED. |

Parks Board Committees

- Conference Center Advisory Committee
- Lincoln Center Advisory Committee
- Senior Advisory Committee

If you currently serve on any other boards/commissions/committees, please list them here: _____

Please list any experience or interests that qualifies you to serve in the positions indicated: _____

Signature of Applicant Glenn Thomas Date 8-24-06

Mail completed application to: City Secretary's Office, City of College Station, P.O. Box 9960, College Station, TX 77842.

AUG 24 2006
VC



CITY OF COLLEGE STATION

QUESTIONNAIRE
CITIZEN COMMITTEES

NAME Glenn Thomas
LIST CITIZEN COMMITTEES _____

Please print legibly
o:group/council/generalinterviewquestionnaire.com

1. Why are you interested in serving on a City committee?
want to see our City grow in a positive way,

2. What attracts you to College Station?
The life style - The Progressive feel.

3. Volunteer service on City committees may include regular meetings on a bi monthly and monthly basis. Do you feel you can commit the time to serve effectively?
yes

4. What do you consider to be the top three issues affecting the City of College Station?
Capital Improvements street & byways keep the infrastructure moving ahead of demand -

5. What is your "vision" for the future of College Station?
Growth with out ^{CHAOS &} ~~CAOS~~ confusion -

6. Briefly give your opinion about the overall mission and goals of the City.
College Station is a progressive city - WE NEED to encourage business growth. THE PLANNING DEPARTMENT does a really good job! SOMETIMES THE DESIRES OF A FEW blinds the vision of the majority,

Construction Board of Adjustments & Appeals

(5 members/ 4 alternates)

Current Board Members

	Name		Status	Original Appt.
1	Sears, Dan (chair)	6/06	Active	1992
2	McLean, George (vice chair)	6/06	Active	1996
3	Cox, Frank	6/07	Active	1999
4	Lane, Mike	6/07	Active	2003
5	Patton, Larry	6/07	Active	2000
6	David Hart (alternate)	6/06	Active	1998
7	(alternate)	6/06		
8	Parker, Steve Alternate	6/07	Active	2005
9	David Ruesink Alternate	Vacancy		

Seats to be Appointed: 5
<i>(Chair)</i>
<i>(member)</i>
<i>(alternate)</i>
<i>(alternate)</i>
<i>(alternate)</i>

List of Applicants

Charles E. Thomas
 Dan Sears
 David Hart
 Allen Linton
 Glenn Thomas

Duties and Responsibilities

Hears appeals of decisions, considers interpretations of the Building Official, and considers variances to the terms of technical codes.

Membership

Members shall be appointed by City Council. Members shall be residents and qualified voters of the City of College Station and shall serve for two-year terms.

Meetings On call by chairman.

Authority Local Government Code 54.033 (V.T.C.S.) and City Ordinance No. 1919 adopted October 10, 1991.

