



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

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

Agenda
College Station City Council
Regular Meeting
Thursday, March 08, 2007 at 7:00 p.m.
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

1. Pledge of Allegiance, Invocation, Consider absence requests

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

Consent Agenda

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

2. Presentation, possible action, and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.

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

- a. Presentation, possible action, and discussion regarding approval of a real estate contract in the amount of \$260,000 for the purchase of property located in the Northgate area at 306 Spruce Street for use as a neighborhood park.

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

- b. Presentation, possible action, and discussion regarding the renewal of the annual contract with Elliott Construction Inc. for water and wastewater new service tap installation in the amount of \$362,250.
- c. Presentation, possible action, and discussion regarding a resolution determining the public necessity to acquire right-of-way and easement interests for the Rock Prairie Road Widening Design and ROW Project.
- d. Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," of the Code of Ordinances of the City of College Station to allow the City Manager or his designee the ability to temporarily add or remove on-street parking as part of a special event and where safety is a concern.
- e. Presentation, possible action and discussion of a resolution awarding a consultant contract to Randall Scott Architects, Inc. for an amount not to exceed \$88,513.00 for the site planning and cost estimating services related to a city center site development plan and a cost estimate for a new city hall.
- f. Presentation, possible action and discussion on a bid award for an annual price agreement for the purchase of electric meters maintained in the electrical inventory. Estimated annual expenditures to Wesco are for \$78,660.00. Bid #07-53.
- g. Presentation, possible action and discussion on a bid award for the purchase of various street signs and materials maintained in inventory to Osburn Associates, Inc., for \$11,153.40; Custom Products Corp., for \$6,696.00; Nippon Carbide Industries for \$3,598.82 and Vulcan Signs for \$30,142.28 for total annual estimated expenditures of \$51,590.50. Bid #07-56.
- h. Presentation, possible action, and discussion regarding a resolution to award engineering design contract 07-152 with Malcolm-Pirnie, Inc. in the amount of \$198,432 for design and construction management services for the Parallel Water Transmission Line phase 3.

- i. Presentation, possible action, and discussion regarding approving the materials purchase (\$39,311) under State contract and installation contract with Calence, LLC (not to exceed \$6,500), to execute the water well facilities mesh radio network project, at a combined cost not to exceed \$45,811.
- j. Presentation, possible action and discussion on budget transfers for the Public Works Department in the net amount of \$63,768, Parks and Recreation Department in the net amount of \$61,641, and the City Manager's Office in the net amount of (\$125,409).
- k. Presentation, possible action, and discussion regarding the first reading of an ordinance approving a non-exclusive gas and oil gathering franchise agreement with Energy Transfer Corporation.
- l. Presentation, possible action and discussion regarding approval of minutes for the February 22, 2007 City Council Workshop and Regular Meeting.
- m. Presentation, possible action, and discussion regarding approval of a contract with Meyers & Associates for federal legislative and consulting services in the amount of \$78, 000 plus expenses.
- n. Presentation, possible action, and discussion regarding a resolution designating the Construction Manager at Risk as an alternative procurement method for the proposed renovations to the Municipal Court building.

Regular Agenda

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

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

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

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

1. Public hearing, presentation, possible action, and discussion on an ordinance rezoning 16.4 acres at 17339 SH 6 South from A-O (Agricultural Open) to C-2 (Commercial Industrial), generally located on the of the east side of State Highway 6, south of the College Station Business Park.
2. Public hearing, presentation, possible action, and discussion on an ordinance approving a Conditional Use Permit for a multi-family development with no retail in the Wolf Pen Creek Zoning District located at 1811 George Bush Drive East in the general vicinity of the mid-block of George Bush Drive East between Harvey Road and Holleman Drive East.
3. Public Hearing, presentation, possible action, and discussion on an ordinance amending the Comprehensive Land Use Plan from Single-Family Medium Density to Office for 3.611 acres in the Castlerock Subdivision located on the north side of William D. Fitch Parkway across from Castlegate Subdivision.
4. Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12, City of College Station Code of Ordinances, Section 3.15 of the Unified Development Ordinance, authorizing administrative adjustments for off-street parking standards.
5. Public hearing, presentation, possible action, and discussion regarding an ordinance vacating and abandoning a 996 square foot portion of the Public Utility Easement, in the City of College Station.
6. Presentation, possible action, and discussion regarding approval of a resolution awarding the consulting services contract (Contract No. 07-155) to RCC Consultants, Inc. in an amount not to exceed \$79,870.98 for analysis, conceptual design and grant preparation of an interoperable multi-jurisdictional radio system.
7. Presentation, possible action and discussion on appointment of members to the Outside Agency Funding Review Committee (OAFRC).
8. Presentation, possible action, and discussion regarding approval of a memorandum of understanding to sell the Spring Creek Business Park tract.

9. The City Council may convene the executive session following the regular meeting to discuss matters posted on the executive session agenda for March 8, 2007.
10. Final action on executive session, if necessary.
11. Adjourn.

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

APPROVED:

City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, March 08, 2007 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 5th day of February, 2007 at 2:45 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 February 5, 2007 at 2:45 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 _____, 2007.
By _____

Subscribed and sworn to before me on this the ____ day of _____, 2007.

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.

**March 8, 2007
Consent Agenda**

Presentation, Possible Action and Discussion Regarding Approval of a Real Estate Contract in the Amount of \$260,000 to Purchase Property at 306 Spruce Street for use as a Neighborhood Park

To: Glenn Brown, City Manager

From: Steve Beachy, Director of Parks & Recreation

Agenda Caption: Presentation, possible action, and discussion regarding approval of a real estate contract in the amount of \$260,000 for the purchase of property located in the Northgate area at 306 Spruce Street for use as a neighborhood park.

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

Summary: This property includes Lots 5, 6, and 7; Block 18 of the Boyett Estate Partition and is approximately .74 acres in size. The property is currently owned by Dr. Clarence Branning Johnson and his wife Leslie C. Randolph. The property has been identified in past Northgate land use studies as a potential park site to serve residents of the Northgate area.

Acquisition of a site for a neighborhood park in this area has been a long standing concern and priority of the Parks & Recreation Advisory Board. The property is centrally located and easily accessible for most residents of this area.

Budget & Financial Summary: The property has been appraised at \$290,000. The seller is willing to sell the property to the City for a cash price of \$260,000 with a gift donation of \$30,000. The funds will be available from the Parkland Dedication Zone 1 account.

Attachments:

1 Real Estate Contract

2 Proposed Park Location Map

REAL ESTATE CONTRACT

THIS CONTRACT OF SALE is made by and between BRANN JOHNSON also known as CLARENCE BRANNING JOHNSON, III, and LESLIE C. RANDOLPH, ("SELLERS"), and the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation, situated in Brazos County, Texas ("BUYER"), upon the terms and conditions set forth herein.

ARTICLE I PURCHASE AND SALE

1.1 SELLERS agree to sell and convey in fee simple by General Warranty Deed, and BUYER agrees to purchase the primary residence of SELLERS located at 306 Spruce Street, College Station, Brazos County, Texas, which consists of their home and other property, more particularly described as Lots Five (5), Six (6), and Seven (7), Block Eighteen (18), W. C. BOYETT ESTATE PARTITION, an addition to the City of College Station, according to plat recorded in Volume 100, Page 440, of the Deed Records of Brazos County, Texas, together with all and singular the rights and appurtenances pertaining to the PROPERTY, including all right, title and interest of SELLERS in and to adjacent roads, streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being herein referred to as the "PROPERTY"), together with SELLERS' interest in any improvements and fixtures situated on and attached to the PROPERTY, for the consideration and subject to the terms, provisions, and conditions set forth herein. This Contract by BUYER to purchase the PROPERTY is subject to approval by the City Council of the City of College Station, Texas; such approval indicated by signature of BUYER's representatives to this CONTRACT OF SALE.

1.2 BUYER and SELLERS agree that the value of the PROPERTY is \$290,000.00 based upon a January 11, 2007 appraisal report prepared by J. Mikeska & Company for BUYER; and further agree that consideration consists of \$260,000.00 in cash from BUYER to SELLERS and \$30,000.00 in gift donation from SELLERS to BUYER, in the form of a charitable contribution as set out below.

1.3 BUYER has requested BRAZOS COUNTY ABSTRACT COMPANY to furnish a Commitment for Title Insurance (the "Title Commitment") to insure title to the BUYER for BUYER's review together with legible copies of all instruments referred to in the Title Commitment. The BUYER shall request the title company to furnish these items to BUYER within fifteen (15) calendar days of the date of this Contract. BUYER shall have a period of five (5) business days (the "Title Review Period") after receipt of the Title Commitment and the copies of the instruments referred to in Schedule B as exceptions within which to notify SELLERS of BUYER's objection to any item shown on or referenced by those documents (the "Reviewable Matters"). Any Reviewable Matter to which BUYER does not object within the

Page 1

Contract No. _____

*Bg/legal...group(o)/real estate/northgate park - Johnson/real estate contract.doc
02/26/2007*

Title Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLERS as provided herein, SELLERS may at their election, on or before closing, attempt to cure same. If SELLERS fail to cure same by the closing date, or are unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as SELLERS are able to convey or (b) terminate this Contract by written notice to the Title Company and to SELLERS, in which case the earnest money shall be refunded to BUYER, and neither SELLERS nor BUYER shall have any further rights or obligations under this Contract.

1.4 (a) The City of College Station, Texas, at its expense, will provide a survey of the PROPERTY, showing, without limitation, all adjacent property lines, record ownership of adjoining properties, encroachments, easements, rights-of-way and other encumbrances of record. The survey will reflect any encroachments onto or by the PROPERTY onto adjoining properties. BUYER shall have a period of five (5) business days (the "Survey Review Period") after receipt of the Survey within which to notify SELLERS of BUYER's objection to any item shown on or referenced on the Survey. Any Reviewable Matter to which BUYER does not object within the Survey Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLERS as provided herein, SELLERS may at their election, on or before closing, attempt to cure same. If SELLERS fail to cure same by the closing date, or are unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either (a) waive such objections and accept such title as SELLERS are able to convey or (b) terminate this Contract by written notice to the Title Company and to SELLERS, in which case any earnest money shall be refunded to BUYER, and neither SELLERS nor BUYER shall have any further rights or obligations under this Contract.

(b) The survey drawing shall be addressed to and certified in favor of the BUYER and the Title Company. The purchase price will not be adjusted based on the results of the survey.

1.5 The parties agree that general real estate taxes on the PROPERTY for the then current year, interest on any existing indebtedness, and rents, if any, shall be prorated as of the closing date and shall be adjusted in cash at the closing. BUYER is exempt from any taxes assessed and levied for prior years resulting from any change in use subsequent to the conveyance to BUYER pursuant to §23.55 of the TEXAS TAX CODE (Vernon 2001). If the closing shall occur before the tax rate is fixed for the current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. All installments that have matured prior to the closing date on any special taxes or assessments shall be paid by SELLERS; and any installments that are provided in the special assessment to mature after closing shall be assumed by BUYER.

1.6 The sale of the PROPERTY shall be made by a General Warranty Deed from SELLERS to BUYER in the form prepared by BUYER attached hereto as Exhibit "B".

ARTICLE II PURCHASE PRICE

2.1 The purchase price for said PROPERTY shall be the sum of TWO HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$290,000.00). The purchase price shall be payable in full at closing as follows:

- A. The sum of \$260,000.00 payable at closing from BUYER to SELLERS.
- B. A gift of \$30,000.00 as a charitable contribution under applicable income tax laws and regulations from SELLERS to BUYER.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 SELLERS hereby represent and warrant to BUYER as follows:

(a) SELLERS have the full right, power, and authority to enter into and perform their obligations under this Contract.

(b) SELLERS have no actual knowledge of any parties in possession of any portion of the PROPERTY, either as lessees, tenants at sufferance, trespassers, or other persons in possession. Additionally, SELLERS have no actual knowledge of any action by adjacent landowners, or any natural or artificial conditions upon the PROPERTY, or any significant adverse fact or condition relating to the PROPERTY, which has not been disclosed in writing to BUYER by SELLERS, which would prevent, limit, impede or render more costly BUYER's contemplated use of the PROPERTY.

(c) SELLERS have no actual knowledge of any pending or threatened condemnation or similar proceedings or assessment affecting the PROPERTY or any part thereof. SELLERS have no actual knowledge of any such proceedings or assessments contemplated by any governmental entity.

(d) SELLERS have no actual knowledge that the PROPERTY does not have full and free access to and from public highways, streets, or roads. SELLERS have no actual knowledge that there are pending or threatened governmental proceedings that would impair or result in the termination of such access. If SELLERS obtain actual knowledge of any such matter subsequent

to the date of this Contract that would make any of the representations or warranties untrue if made as of closing, SELLERS shall notify BUYER, and BUYER shall have the election of terminating the Contract and receiving back its earnest money, in which case neither party shall have any further obligation to the other.

(e) The PROPERTY has not been illegally subdivided or otherwise held, managed, or maintained in violation of any federal, state, or local law.

(f) SELLERS have no actual knowledge that SELLERS have not complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the PROPERTY or any part thereof.

(g) If SELLERS obtain actual knowledge of any such matter subsequent to the date of this Contract that would make any of the representations or warranties untrue if made as of closing, SELLERS shall notify BUYER, and BUYER shall have the election of terminating the Contract and receiving back its earnest money, in which case neither party shall have any further obligation to the other.

(h) SELLERS have no knowledge that the PROPERTY contains any environmental hazard.

(i) SELLERS are not "foreign persons" within the meaning of the Internal Revenue Code of 1986, as amended, Sections 1445 and 7701 (i.e., SELLERS are not non-resident aliens, a foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and regulations promulgated thereunder).

(j) To the best of SELLERS' knowledge there are no unpaid charges, debts, liabilities, claims or obligations arising from any construction, occupancy, ownership, use or operation of the PROPERTY, or the business operated thereon, if any, which could give rise to any mechanic's or materialmen's or other statutory lien against the PROPERTY, or any part thereof, or for which BUYER will be responsible.

(k) SELLERS represent and warrant that the property is listed with Justin Whitworth, broker associate with Beal Century 21, but SELLERS retained the right to sell the property directly to the City of College Station without incurring any real estate commission fees. All discussions and meetings have been solely between the SELLERS and representatives of the City of College Station. Therefore, there is no real estate commission due or to be claimed as a result of this sale.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BUYER

4.1 BUYER represents and warrants to SELLERS as of the effective date and as of the closing date that:

(a) BUYER has the full right, power, and authority to purchase the PROPERTY from SELLERS as provided in this Contract and to carry out BUYER's obligations under this Contract, and all requisite action necessary to authorize BUYER to enter into this Contract and to carry out BUYER's obligations hereunder has been obtained or on or before closing will have been taken.

ARTICLE V
CLOSING

5.1 The closing shall be held at BRAZOS COUNTY ABSTRACT COMPANY, within thirty (30) calendar days from the execution and tender of this Contract by BUYER, at such time and date as SELLERS and BUYER may agree upon (the "closing date").

5.2 At the closing, SELLERS shall:

(a) Deliver to BUYER the duly executed and acknowledged General Warranty Deed prepared by BUYER conveying good and marketable title in the PROPERTY, free and clear of any and all liens, encumbrances, except for the Reviewable Matters and subject to the BUYER's election to terminate this Contract in the event BUYER disapproves of any Reviewable Matter, which objection is to be cured by SELLERS on or prior to the closing as provided by Article I of this Contract.

(b) Deliver possession of the PROPERTY to BUYER.

(c) Deliver to BUYER, a Title Policy insuring indefeasible title issued by BRAZOS COUNTY ABSTRACT COMPANY, in BUYER's favor in the full amount of the purchase price, insuring BUYER's fee simple interest in the PROPERTY subject only to such exceptions as shown on the Title Commitment and not objected to by BUYER prior to closing.

(d) Pay one-half (1/2) of the escrow fees.

(e) Pay any and all required property taxes for prior years up to and including the year 2006 and prorated taxes for the year 2007.

(f) Pay one half (1/2) of the title insurance premium.

(g) Pay any and all homeowner's or maintenance fees for prior years and for the current year prorated up to the date of closing.

(h) Pay the costs to obtain, deliver and record releases or partial releases of all liens, if any, to be released at closing.

(i) Pay the certificates or reports of ad valorem taxes.

(f) Pay the SELLERS' expenses and attorney fees.

5.3 Upon such performance by SELLERS at closing, BUYER shall:

(a) Pay the purchase price.

(b) Pay one-half (½) of the escrow fees.

(c) Pay one half (½) of the title insurance premium.

(d) Prepare, at its cost, the General Warranty Deed document.

(e) Pay the costs to obtain, deliver and record all documents other than those to be recorded at SELLERS' expense.

(f) Pay the BUYER's expenses or attorney fees.

(g) Pay the additional premium for the survey/boundary deletion in the title policy, if the deletion is requested by BUYER.

(h) Pay the costs of work required by BUYER to have the survey reflect matters other than those required under this contract.

ARTICLE VI SPECIAL CONDITIONS

6.1 It is SELLERS' intention to make a gift of \$30,000.00 towards the purchase price of the PROPERTY as a charitable contribution under applicable income tax laws and regulations.

6.2 It is BUYER'S intention to accept SELLERS' gift of \$30,000.00 towards the purchase price of the PROPERTY as a charitable contribution under applicable income tax laws and regulations and to provide SELLERS with documentation confirming SELLERS' contribution and the value thereof.

6.3 The sale and the gift of the PROPERTY is conditioned upon said PROPERTY being used for a park. BUYER will retain trees and green space on the PROPERTY as is typical to College Station neighborhood parks as determined by BUYER in its sole discretion. In recognition of the partial gift donation of this PROPERTY, future development as a park will include reference to Brann Johnson and Leslie C. Randolph and their home site consistent with the policies of the City of College Station. It is desired that any reference to the SELLERS at anticipated park will acknowledge their desire to establish and maintain a natural “green” space for natural habitat and use of neighborhood members and visitors. The SELLERS suggest the park be named: “Spruce Street Park”.

ARTICLE VII
BREACH BY SELLER

7.1 In the event SELLERS fail to fully and timely perform any of their obligations under this Contract or fail to consummate the sale of the PROPERTY for any reason except BUYER’s default, BUYER shall have the right to bring suit against SELLERS for expectancy and incidental damages, if any.

ARTICLE VIII
BREACH BY BUYER

8.1 In the event BUYER fails to consummate the purchase of the PROPERTY (BUYER being in default and SELLERS not being in default hereunder), SELLERS shall have the right to bring suit against BUYER only for expectancy and incidental damages, if any.

ARTICLE IX
MISCELLANEOUS

9.1 Survival of Covenants: Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to the period of time following the closing date, shall survive the closing and shall not be merged by deed or otherwise be extinguished.

9.2 Notice: Any notice required or permitted to be delivered by this Contract shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to SELLERS or BUYER, as the case may be, at the addresses set forth below:

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

9.10 Multiple Counterparts: This Contract may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Contract it shall not be necessary to produce or account for more than one counterpart.

9.11 Memorandum of Contract: Upon request of either party, both parties shall promptly execute a memorandum of this agreement suitable for filing of record.

EXECUTED on this the _____ day of _____, 2007.

SELLERS:

BUYER:

CITY OF COLLEGE STATION

BRANN JOHNSON also known as
CLARENCE BRANNING JOHNSON, III
Date: _____

BY: _____
RON SILVIA, Mayor
Date: _____

LESLIE C. RANDOLPH
Date: _____

ATTEST:

CONNIE HOOKS, City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

Chief Financial Officer

Date: _____



City Attorney

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

ACKNOWLEDGMENT

This instrument was acknowledge before me on the ____ day of _____, 2007, by RON SILVIA, as Mayor of the CITY OF COLLEGE STATION, a Texas Home Rule Municipal Corporation, on behalf of said municipality.

NOTARY PUBLIC in and for the State of Texas

THE STATE OF COLORADO §
 § ACKNOWLEDGMENT
COUNTY OF MESA §

This instrument was acknowledged before me on the ____ day of _____, 2007,
by BRANN JOHNSON also known as CLARENCE BRANNING JOHNSON, III.

NOTARY PUBLIC in and for State of Colorado

THE STATE OF COLORADO §
 § ACKNOWLEDGMENT
COUNTY OF MESA §

This instrument was acknowledged before me on the ____ day of _____, 2007,
by LESLIE C. RANDOLPH.

NOTARY PUBLIC in and for State of Colorado

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

9.10 Multiple Counterparts: This Contract may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Contract it shall not be necessary to produce or account for more than one counterpart,

9.11 Memorandum of Contract: Upon request of either party, both parties shall promptly execute a memorandum of this agreement suitable for filing of record.

EXECUTED on this the 27th day of February, 2007.

SELLERS:

BUYER:

CITY OF COLLEGE STATION

Brann Johnson
BRANN JOHNSON also known as
CLARENCE BRANNING JOHNSON, III

Date: 2/27/2007

BY: _____
RON SILVIA, Mayor

Date: _____

LESLIE C. RANDOLPH

Date: _____

ATTEST:

CONNIE HOOKS, City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

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

9.10 Multiple Counterparts: This Contract may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Contract it shall not be necessary to produce or account for more than one counterpart;

9.11 Memorandum of Contract: Upon request of either party, both parties shall promptly execute a memorandum of this agreement suitable for filing of record.

EXECUTED on this the 28 day of February, 2007.

SELLERS:

BUYER:

CITY OF COLLEGE STATION

BRANN JOHNSON also known as
CLARENCE BRANNING 101-INSON, III
Date: _____

BY: _____
RON SILVIA, Mayor
Date: _____

Leslie C. Randolph

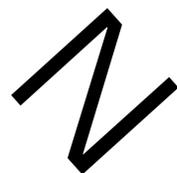
LESLIE C. RANDOLPH
Date: 02-28-07

ATTEST:

CONNIE HOOKS, City Secretary
Date: _____

APPROVED:

City Manager
Date: _____



The Factory Apartments/Potential park land

March 8, 2007

Consent Agenda

Water and Wastewater New Service Tap Contract Renewal

To: Glenn Brown, City Manager

From: John Woody, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding the renewal of the annual contract with Elliott Construction Inc. for water and wastewater new service tap installation in the amount of \$362,250.

Recommendation: Staff recommends approval of the annual renewal contract.

Summary: The City of College Station contracted out the construction of new water and wastewater service taps in January, 2005. This service connects new customers to the City's water and wastewater main lines, and has proven to be a very effective and efficient method of providing outstanding customer service.

Elliott Construction, Inc. has agreed to the original terms and conditions. This is the second annual renewal term of three possible renewals, and staff recommends continuing this service that is working very well.

Budget & Financial Summary: Funds are available and budgeted in the Water Fund (\$181,125) and Wastewater Fund (\$181,125). Expenses are charged to the appropriate fund as new service taps are ordered by the City.

Attachments:

Contract renewal

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract #05-067 (Bid #05-33), for water and sewer taps in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for the period beginning March 10, 2007 through March 9, 2008.

ELLIOTT CONSTRUCTION, LTD.



AUTHORIZED REPRESENTATIVE

2-9-07

DATE

CITY OF COLLEGE STATION

Ron Silvia, Mayor

DATE

ATTEST:

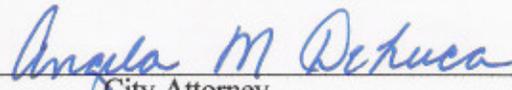
Connie Hooks, City Secretary

DATE

APPROVED:

City Manager

DATE



City Attorney

DATE

Chief Financial Officer

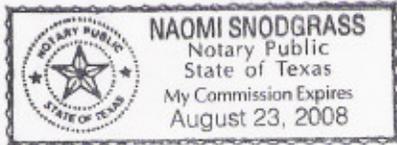
DATE

STATE OF TEXAS

LIMITED PARTNERSHIP
ACKNOWLEDGMENT

COUNTY OF Brazos

This instrument was acknowledged on the 9th day of February, 2007,
by Scott Elliott in his/her capacity as President of
Elliott Construction, Ltd a TEXAS Limited Partnership, on behalf of said corporation.



Naomi Snodgrass
Notary Public in and for the
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2007,
by Ron Silvia, in his capacity as Mayor of the City of College Station, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas

March 8, 2007
Consent Agenda
Rock Prairie Road Widening Needs Resolution No. 2

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion regarding a resolution determining the public necessity to acquire right-of-way and easement interests for the Rock Prairie Road Widening Design and ROW Project.

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

Summary: Additional easement and right-of-way space is required for public utilities, access, landscape, and construction of improvements along Rock Prairie Road between the Bird Pond Road and Bradley Road. The design will be completed by the June 2007. Pending right-of-way and easement acquisition is expected to start soon after City Council's approval of this resolution. This is the second in a series of three Needs Resolutions to cover all the ROW and easements necessary to purchase three and a half miles of property along Rock Prairie Road.

Budget & Financial Summary: The budget for the design of the Rock Prairie Road Widening Design and ROW Project is \$795,000. Funding for this project is from the 2003 general obligation bond fund.

Attachments:

1. Needs Resolution
2. Exhibit A
3. Exhibit B
4. Location Map

RESOLUTION DETERMINING NEED

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, RELATING TO: (1) THE AUTHORITY OF THE CITY TO INITIATE, COMPLETE, AND ACQUIRE, BY PURCHASE OR CONDEMNATION, RIGHT-OF-WAY AND EASEMENT INTEREST IN CERTAIN PROPERTY FOR THE ROCK PRAIRIE ROAD WIDENING PROJECT; (2) A DECLARATION THAT PUBLIC NECESSITY EXISTS FOR THE CITY TO ACQUIRE SUCH INTEREST, THROUGH PURCHASE OR CONDEMNATION; AND (3) ESTABLISHING PROCEDURES FOR THE ACQUISITION OF SUCH INTEREST IN THE PROPERTY.

WHEREAS, the City of College Station, Texas (“City”) is a home rule municipality duly incorporated and chartered under the Constitution and laws of Texas; and

WHEREAS, the City owns, operates, constructs, repairs and maintains a city roadway system as a public service; and

WHEREAS, the City’s ownership, operation, construction, repair, and maintenance of the city roadway system is a benefit to the public; and

WHEREAS, the City, through a condemnation proceeding, may exercise the power of eminent domain to acquire property in order to carry out the ownership, operation, construction, repair, and maintenance of its street system pursuant to Chapter 251 of the Texas Local Government Code, Chapter 21 of the Texas Property Code, and Article II of the City’s Charter; and

WHEREAS, the City is engaged in the following project regarding improvements to Rock Prairie Road between Highway 6 and William D. Fitch Parkway, including widening of the road, installation of public utilities, access, and landscaping, (the “Project”); and

WHEREAS, the City determines that the best interests and needs of the public, including the health, safety and welfare of the public, require that the City improve Rock Prairie Road between Highway 6 and William D. Fitch Parkway, through the City’s acquisition, by purchase or condemnation proceeding, of the right-of-way and easements as provided in Exhibits A and B, attached hereto and incorporated herein by reference for all purposes (the “Right-of-Way and Easements”); now, therefore;

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

- PART 1: That the City Council of the City of College Station, Texas, hereby officially determines that there is a public necessity for the Right-of-Way and Easements, and the public welfare and convenience will be served by the acquisition of the Right-of-Way and Easements.
- PART 2: That the City Manager is hereby authorized to contract, on behalf of the City of College Station, with a professional appraiser for the appraisal services, with a professional real estate agent to act as a Land Agent for the City and with attorneys for preparation of title opinions needed by the City from time to time in connection with acquisition of the Right-of-Way and Easements.
- PART 3: That the City's Land Agent or other staff appraiser is hereby authorized and directed to examine the independent appraisal reports as they are submitted to the City to determine whether said appraisal reports are supported by sufficient data. Based upon such examination of said appraisal reports, the Land Agent or other staff appraiser shall make a recommendation to the City Manager as to the establishment and approval of the amount of the just compensation for the Right-of-Way and Easements.
- PART 4: After consideration of said recommendation, the City Manager shall establish and approve the amount determined for acquisition of the Right-of-Way and Easements.
- PART 5: Upon establishment and approval by the City Manager of the amount of just compensation for the acquisition of the Right-of-Way and Easements, the City's Land Agent or other staff appraiser is authorized to communicate a written offer to the property owners for the acquisition of such interest at the full amount determined and established to be just compensation therefore and to negotiate with said owners on behalf of the City.
- PART 6: That the Mayor after approval by City Council, or the City Manager as delegated, is hereby authorized to execute all documents necessary to acquire said Right-of-Way and Easements for the Project, on behalf of the City of College Station.
- PART 7: That, if necessary, and should a property owner fail to accept a bona fide, good faith offer from the City to purchase the required Right-of-Way and Easements, City representatives shall have the authority to initiate and complete condemnation proceedings against said owner, in order to

acquire through condemnation all required property interests and title regarding such property.

PART 8: That the City Manager be and is hereby authorized to sell any such surplus improvements, or order the demolition thereof, if any, located on the real property acquired in connection with this Project.

PART 9: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2007.

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:



City Attorney

EXHIBIT A

RIGHT OF WAY

**Rock Prairie Road Widening Needs
Resolution No. 2**

11-10

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Rock Prairie Road
Proposed Addition to Right-of-Way
Rock Prairie Baptist Church
Thomas Caruthers League
College Station, Texas
12 December 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of Lot 1 Rock Prairie Baptist Church described by plat recorded in Volume 7312, Page 207 of the Official Public Records of Brazos County, Texas, being a strip of land ten feet (10') in width adjoining the 50' wide right-of-way dedicated by said plat and being more particularly described as follows:

Beginning at a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set (May 2006) at the northwest corner of the said Lot 1.

Thence S 82° 02' 02" E - 410.00 feet along the north line of the said Lot 1 to a ½" iron rod set at the northeast corner of same in the line between that 341.60 acre tract conveyed to W.G. Ritchey and wife, Sybil D. Ritchey by deed recorded in Volume 237, Page 29 of the Deed Records of Brazos County, Texas, and that 14 acre tract conveyed to Hoyett Taylor, Jr. and Charlene Taylor by deed recorded in Volume 235, Page 194 of the Deed Records of Brazos County, Texas;

Thence S 20° 22' 54" E - 11.36 feet along the line between the said W.G. Ritchey tract in the and the said Ritchey tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the southeast corner of this tract, from which the City of College Station GPS monument no. 148 bears N 76° 59' 19" E - 2877.5 feet;

Thence N 82° 02' 02" W - 415.40 feet through the said Lot 1, parallel to and ten feet (10') from the north line of same to a ½" iron rod stamped "H.P. Mayo RPLS 5045" set in the west line of the said Lot 1;

Thence N 7° 57' 58" E - 10.00 through the said Ritchey 341.60 acre tract, and along the west line of the said Lot 1 to the Point of Beginning and containing 4,127 square feet of land more or less.

Bearings are Texas State Plane, central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N89° 35' 06" W).

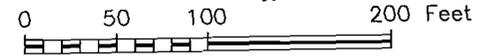
See attached survey plat dated December 2006.

Joe Orr, Inc.
Surveyors & Engineers
 2167 Post Oak Circle
 College Station, TX 77845
 (979) 690-3378

Flying Ace Ranch, Ltd.
 26.25 acres
 Vol. 3767, Pg. 237

Jack P. Friedman
 26.25 acres
 Vol. 1102, Pg. 592

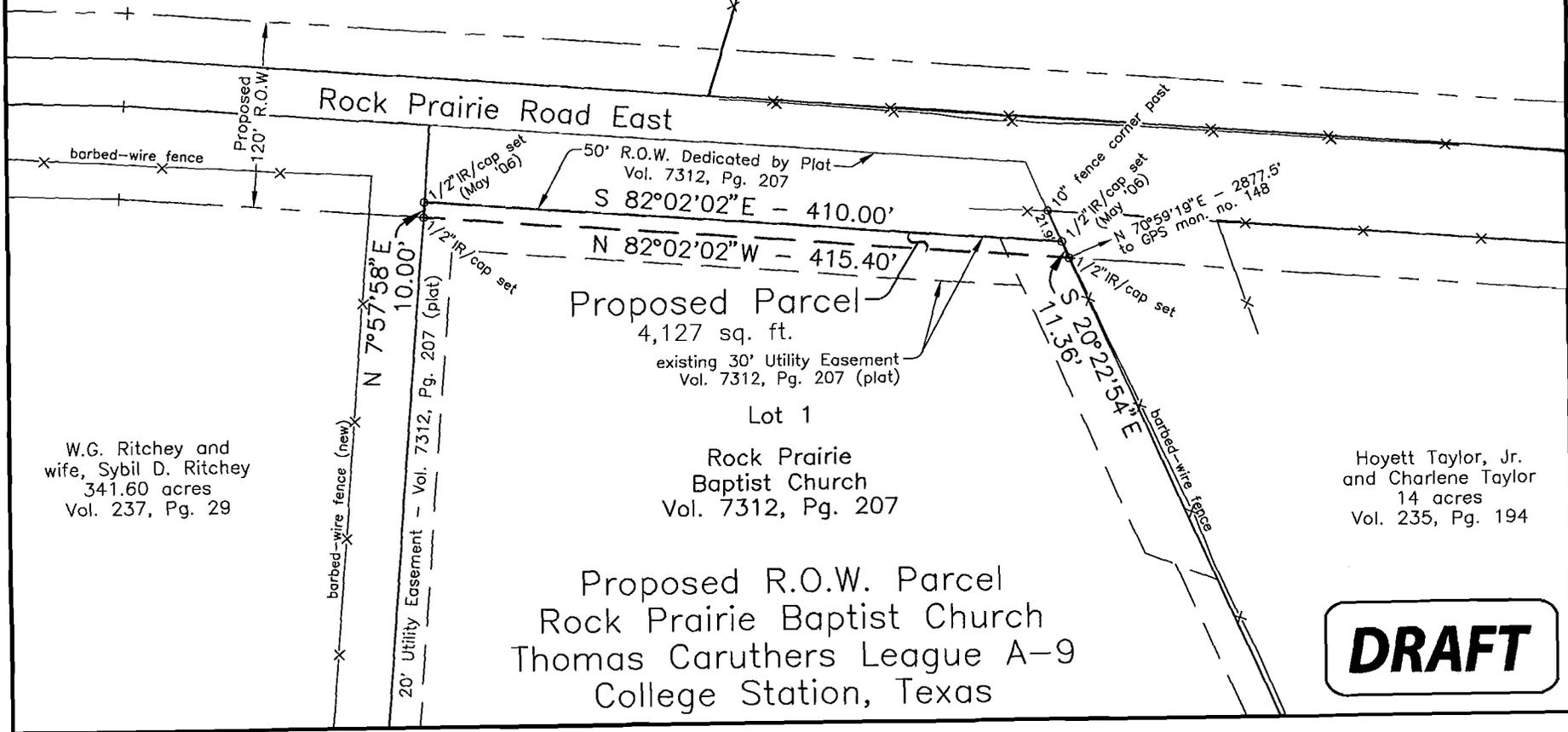
December 2006



Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.



Proposed R.O.W. Parcel
 Rock Prairie Baptist Church
 Thomas Caruthers League A-9
 College Station, Texas

DRAFT

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Rock Prairie Road
Proposed Addition to Right-of-Way
Taylor Tract
Thomas Caruthers League
College Station, Texas
12 December 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that tract conveyed to Hoyett Taylor, Jr. and Charlene Taylor by deed recorded in Volume 235, Page 194 of the Deed Records of Brazos County, Texas, being a strip of land lying along and adjoining the existing right-of-way of Rock Prairie Road and being more particularly described as follows;

Beginning at a 10" fence corner post in the existing prescriptive right-of-way line of Rock Prairie Road at the northwest corner of the said Taylor tract in the east line of the Rock Prairie Baptist Church addition as described by plat recorded in Volume 7312, Page 207 of the Official Public Records of Brazos County, Texas.

Thence S 82° 07' 58" E – 475.64 feet along the north line of the said Taylor tract and said prescriptive right-of-way line to the common corner of the said Taylor tract and that 2.996 acre tract conveyed to Regina L. Jamieson by deed recorded in Volume 1199, Page 418 of the Official Records of Brazos County, Texas, where a 5/8" iron rod was found in 1984;

Thence S 0° 43' 14" E – 30.42 feet along the line between the said Taylor tract and the said Jamieson tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the southeast corner of this tract;

Thence N 82° 02' 02" W – 464.45 feet through the said Taylor tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said Taylor tract and Lot 1 of the said Rock Prairie Baptist Church addition at the southwest corner of this tract;

Thence N 20° 22' 54" W – 33.24 feet along the line between the said Taylor tract and the said Lot 1 at 11.36 feet pass a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the northeast corner of said Lot 1 of the said Rock Prairie Baptist Church, to the Point of Beginning and containing 0.320 of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N 89° 35' 06" W).

See attached survey plat dated December 2006.

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Jack P. Friedman
26.25 acres
Vol. 1102, Pg. 592

Lawrence Craig Wolken
and wife,
Olivia Gay Wolken
4.45 acres
Vol. 401, Pg. 689

Wellborn Special Utility District
0.06 acres - Tract 3
Vol. 3991, Pg. 197

50' R.O.W.
Dedicated by Plat
Vol. 7312, Pg. 207

Lot 1
Rock Prairie
Baptist Church
Vol. 7312, Pg. 207

December 2006

0 50 100 200 Feet

Bearings are Texas State Plane, Central
Zone NAD83(1986) datum, based on
1994 City of CS GPS control monument
no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds
description prepared with this plat.

All existing easements and utilities
are not shown on this plat.

Rock Prairie Road East
S 82°07'58"E - 475.64'

Proposed Parcel
0.320 acres
N 82°02'02"W - 464.45'

Hoyett Taylor, Jr.
and Charlene Taylor
14 acres
Vol. 235, Pg. 194

Regina L. Jamieson
2.996 acres
Vol. 1199, Pg. 418

Proposed R.O.W. Parcel
Taylor Tract
Thomas Caruthers League A-9
College Station, Texas

DRAFT

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Rock Prairie Road
Proposed Addition to Right-of-Way
Jamieson Tract
Thomas Caruthers League
College Station, Texas
12 December 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 2.996 acre tract conveyed to Regina L. Jamieson by deed recorded in Volume 1199, Page 418 of the Official Records of Brazos County, Texas, being a strip of land lying along and adjoining the existing right-of-way of Rock Prairie Road and being more particularly described as follows;

Beginning where a 5/8" iron rod was found in 1984 at the common corner of the said Jamieson tract and that 14 acre tract conveyed to Hoyett Taylor, Jr. and Charlene Taylor by deed recorded in Volume 235, Page 194 of the Deed Records of Brazos County, Texas, in the existing prescriptive right-of-way line of Rock Prairie Road.

Thence S 82° 11' 40" E –300.00 feet along the north line of the said Jamieson tract to a 5/8" iron rod found (bent) at the common corner of the said Jamieson tract and that 2.00 acre tract conveyed to Houston White by deed recorded in Volume 1249, Page 612 of the Official Public Records of Brazos County, Texas, in the existing prescriptive right-of-way line of Rock Prairie Road;

Thence S 12° 44' 40" W – 31.02 feet along the line between the said Jamieson tract and the said White tract to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the southeast corner of this tract;

Thence N 82° 02' 02" W – 292.82 feet through the said Jamieson tract to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said Jamieson tract and the said Taylor tract;

Thence N 0° 43' 14" W – 30.42 feet along the line between the said tracts to the Point of Beginning and containing 0.207 acres of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N 89° 35' 06" W).

See attached survey plat dated December 2006.

Jack P. Friedman
26.25 acres
Vol. 1102, Pg. 592

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Carter Lake
Development Corporation
(rem. of) 210.92 acres
Vol. 250, Pg. 330

Wellborn
Special Utility District
0.06 ac. -- Tract 3
Vol. 3991, Pg. 197

Lawrence Craig Wolken
and wife,
Olivia Gay Wolken
4.45 acres
Vol. 401, Pg. 689

Rock Prairie Road East

S 82°11'40"E - 300.00'

N 82°02'02"W - 292.82'

Proposed Parcel
0.207 acres

Regina L. Jamieson
2.996 acres
Vol. 1199, Pg. 418

Proposed R.O.W. Parcel
Jamieson Tract
Thomas Caruthers League A-9
College Station, Texas

Hoyett Taylor, Jr.
and Charlene Taylor
14 acres
Vol. 235, Pg. 194

December 2006



Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.

5/8" IR found (1984)
N 0°43'14"W
30.42'
1/2" IR/cap set
wire fence
to S 0°43'14"E - 526.37'
to 5/8" IR found

5/8" IR found (beam)
S 82°11'40"E - 52.81'
3/4" IR found
N 82°07'27"E - 2229.3'
to GPS mon. no. 148
S 12°44'40"W - 31.02'
1/2" IR/cap set
barbed-wire fence
S 12°44'40"W - 535.79'
to 1/2" IR found

Houston White
2.00 acres
Vol. 1249, Pg. 612

DRAFT

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Rock Prairie Road
Proposed Addition to Right-of-Way
White Tract
Thomas Caruthers League
College Station, Texas
12 December 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 2.00 tract conveyed to Houston White by deed recorded in Volume 1249, Page 612 of the Official Public Records of Brazos County, Texas, being a strip of land lying along and adjoining the existing right-of-way of Rock Prairie Road and being more particularly described as follows;

Beginning at a 5/8" iron rod found (bent) at the common corner of the said White tract and that 2.996 acre tract conveyed to Regina L. Jamieson by deed recorded in Volume 1199, Page 418 of the Official Records of Brazos County, Texas, in the existing prescriptive right-of-way line of Rock Prairie Road.

Thence S 82° 11' 40" E – 52.81 feet along the north line of the said White tract to a 3/4" iron rod found an angle point in the existing prescriptive right-of-way line of Rock Prairie Road;

Thence S 77° 17' 39" E – 99.99 feet continuing along the north line of the said White tract to a 3/4" iron rod found at the common corner of the said White tract and that 19.61 acre tract conveyed to Archie P. Clark by deed recorded in Volume 561, Page 28 of the Deed Records of Brazos County, Texas, in the existing prescriptive right-of-way line of Rock Prairie Road;

Thence S 12° 44' 40" W – 29.46 feet along the line between the said White tract and the said Clark tract to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the southeast corner of this tract;

Thence N 77° 01' 02" W – 75.00 feet through the said White tract to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at an angle point;

Thence N 82° 02' 02" W – 77.87 feet continuing through the said White tract to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said White tract and the said Jamieson tract;

Thence N 12° 44' 40" E – 31.02 feet along the line between the said tracts to the Point of Beginning and containing 4,585 square feet of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N 89° 35' 06" W).

See attached survey plat dated December 2006.

Carter Lake
Development Corporation
(rem. of) 210.92 acres
Vol. 250, Pg. 330

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Carter Lake
Home Owners Corporation
3.57 acres - Harris Drive
Vol. 2414, Pg. 20

Lot 1, Block One
Carter Lake Acres
Vol. 2517, Pg. 177

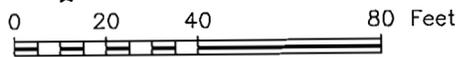
R.O.W. Dedicated by Plat
Vol. 2517, Pg. 177

Proposed
Parcel
4,585 sq. ft.

Regina L. Jamieson
2.996 acres
Vol. 1199, Pg. 418



December 2006



Bearings are Texas State Plane, Central
Zone NAD83(1986) datum, based on
1994 City of CS GPS control monument
no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds
description prepared with this plat.

All existing easements and utilities
are not shown on this plat.

Note:
The edge of this existing
concrete porch is within
the proposed right-of-way

Houston White
2.00 acres
Vol. 1249, Pg. 612

Archie P. Clark
19.61 acres
Vol. 561, Pg. 28

Proposed R.O.W. Parcel
White Tract
Thomas Caruthers League A-9
College Station, Texas

DRAFT

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Rock Prairie Road
Proposed Addition to Right-of-Way
Clark Tract
Thomas Caruthers League
College Station, Texas
15 December 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 19.61 tract conveyed to Archie P. Clark by deed recorded in Volume 561, Page 28 of the Deed Records of Brazos County, Texas, being a strip of land lying along and adjoining the existing right-of-way of Rock Prairie Road and being more particularly described as follows;

Beginning at a ¾" iron rod found at the common corner of the said Clark tract and that 2.00 acre tract conveyed to Houston White by deed recorded in Volume 1249, Page 612 of the Official Public Records of Brazos County, Texas, in the prescriptive right-of-way line of Rock Prairie Road.

Thence S 76° 59' 43" E – 403.54 feet along the north line of the said Clark tract to a 5" fence corner post (a ½" iron rod was found here in 1984) at the common corner of the said Clark tract and that 19.69 acre tract conveyed to Eugene Savage by deed recorded in Volume 4198, Page 108 of the Official Public Records of Brazos County, Texas, in the prescriptive right-of-way line of Rock Prairie Road;

Thence S 23° 06' 54" W – 29.77 feet along the line between the said Clark tract and the said Savage tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the southeast corner of this tract;

Thence N 77° 01' 02" W – 398.18 feet through the said Clark tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said Clark tract and the said White tract;

Thence N 12° 44' 40" E – 29.46 feet along the line between the said tracts to the Point of Beginning and containing 0.270 acres of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N 89° 35' 06" W).

See attached survey plat dated December 2006.

Carter Lake
Development Corporation
(rem. of) 210.92 acres
Vol. 250, Pg. 330

Carter Lake
Home Owners Corporation
3.57 acres - Harris Drive
Vol. 2414, Pg. 20

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Lot 1, Block One
Carter Lake Acres
Vol. 2517, Pg. 177

R.O.W. Dedicated by Plat
Vol. 2517, Pg. 177

Rock Prairie Road East

Houston White
2.00 acres
Vol. 1249, Pg. 612

Archie P. Clark
19.61 acres
Vol. 561, Pg. 28

Proposed R.O.W. Parcel
Clark Tract

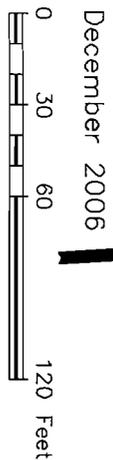
Thomas Caruthers League A-9
College Station, Texas

Proposed Parcel
0.270 acres

Eugene Savage
19.69 acres
Vol. 4198, Pg. 108

See separate metes and bounds
description prepared with this plat.
All existing easements and utilities
are not shown on this plat.

Bearings are Texas State Plane, Central
Zone NAD83(1986) datum, based on
1994 City of CS GPS control monument
no. 148 and no. 130 (N 89°35'06"W).



December 2006

N 12°44'40"E
29.46'
1/2" IR found
3/4" IR found
S 12°44'40"W - 541.97' to 3/4" IR found

N 77°01'02"W - 398.18'

S 76°59'43"E - 403.54'

S 23°06'54"W
29.77'

N 47°28'19"E - 1842.8'
to GPS mon. no. 148
5" fence corner post
(a 1/2" IR was found
here in 1984)

S 23°06'54"W - 550.7' to fence angle point
barbed-wire fence

DRAFT

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Rock Prairie Road
Proposed Addition to Right-of-Way
Savage Tract
Thomas Caruthers League
College Station, Texas
21 December 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 19.69 tract conveyed to Eugene Savage by deed recorded in Volume 4198, Page 108 of the Official Public Records of Brazos County, Texas, being a strip of land lying along and adjoining the existing right-of-way of Rock Prairie Road and being more particularly described as follows;

Beginning at a 5" fence corner post (½" iron rod was found here in 1984) at the common corner of the said Savage tract and that 19.61 acre tract conveyed to Archie P. Clark by deed recorded in Volume 561, Page 28 of the Deed Records of Brazos County, Texas.

Thence S 76° 44' 57" E – 403.49 feet along the north line of the said Savage tract and the prescriptive right-of-way line of Rock Prairie Road to a ½" iron rod found at the common corner of the said Savage tract and that 66.32 acre tract conveyed to The City of College Station by deed recorded in Volume 4480, Page 135 of the Official Public Records of Brazos County, Texas;

Thence S 36° 34' 45" W – 29.92 feet along the line between the said Savage tract and the said City of College Station tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the southeast corner of this tract;

Thence N 77° 01' 02" W – 396.75 feet through the said Savage tract to a ½" iron rod with a plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said Savage tract and the said Clark tract;

Thence N 23° 06' 54" E – 29.77 feet along the line between the said Savage tract and the said Clark tract to the Point of Beginning and containing 0.261 acres of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N 89° 35' 06" W).

See attached survey plat dated December 2006.

Lot 1, Block One
Carter Lake Acres
Vol. 2517, Pg. 177

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Robert R. Poling
et ux, Lauren K. Poling
4.24 acres
Vol. 1326, Pg. 264

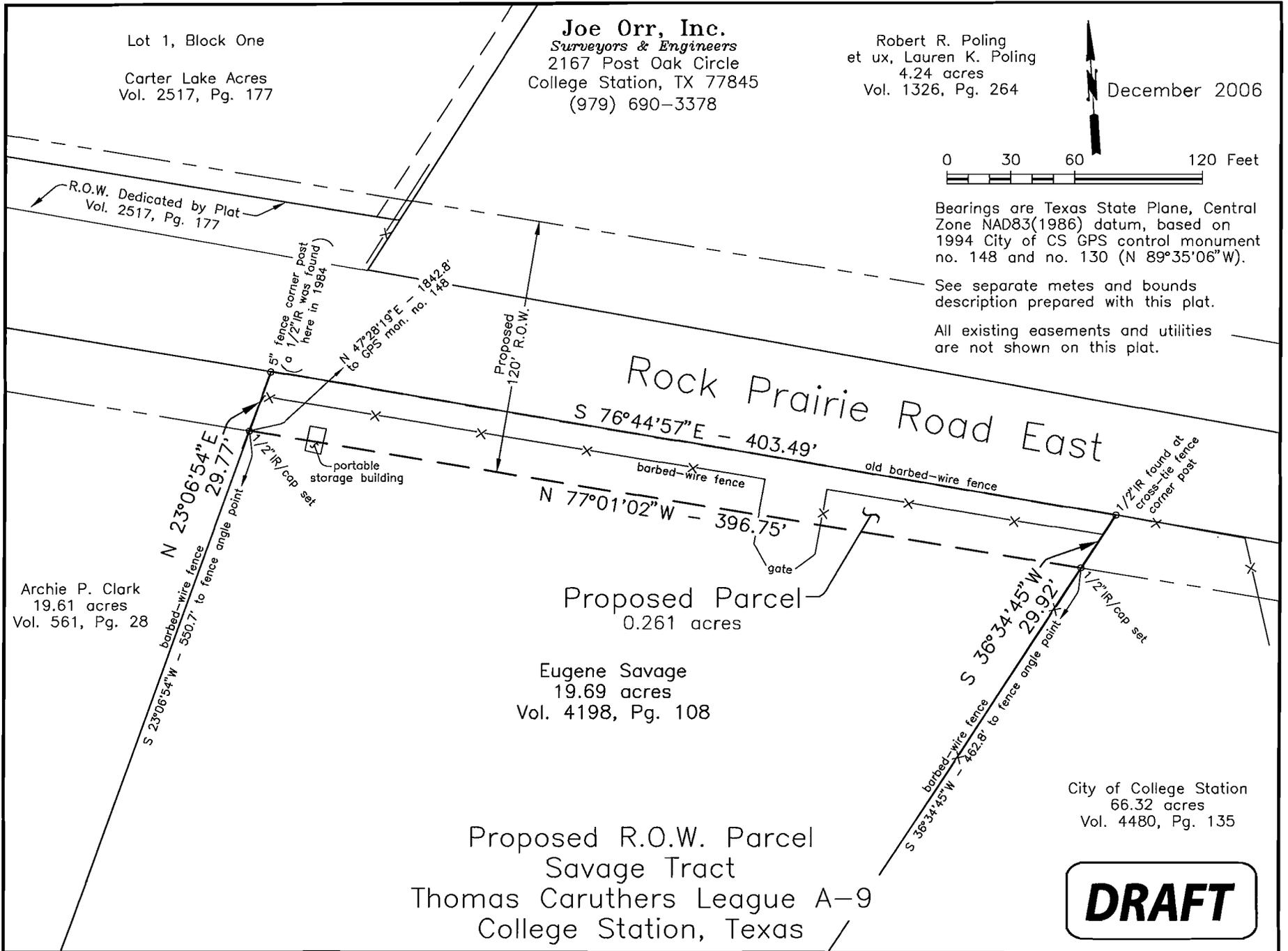
December 2006



Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.



Archie P. Clark
19.61 acres
Vol. 561, Pg. 28

Eugene Savage
19.69 acres
Vol. 4198, Pg. 108

City of College Station
66.32 acres
Vol. 4480, Pg. 135

Proposed R.O.W. Parcel
Savage Tract
Thomas Caruthers League A-9
College Station, Texas

DRAFT

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Rock Prairie Road
Proposed Addition to Right-of-Way
Poling Tract
Thomas Caruthers League
College Station, Texas
21 December 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 4.24 tract conveyed to Robert R. Poling et ux, Lauren K. Poling by deed recorded in Volume 1326, Page 264 of the Official Public Records of Brazos County, Texas, being a strip of land lying along and adjoining the existing right-of-way of Rock Prairie Road and being more particularly described as follows;

Beginning at a 5/8" iron rod with a plastic cap stamped "Kerr RPLS 4502" found at the most southerly corner of the said Poling tract at the intersection of the northwest line of Bradley Road and the northeast prescriptive right-of-way line of Rock Prairie Road.

Thence N 76° 17' 36" W – 450.55 feet along the southwest line of the said Poling tract to a ½" iron rod found at the most westerly corner of same;

Thence N 35° 50' 32" E – 39.10 feet along the northwest line of the said Poling tract, at 28.08 feet pass a ½" iron rod with a plastic cap stamped "M. McClure RPLS 2859" found at the most southerly corner of Lot 1 Block One Carter Lake Acres addition as described by plat recorded in Volume 2517, Page 177 of the Official Public Records of Brazos County, Texas, to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the northwest corner of this tract;

Thence S 77° 01' 02" E – 452.93 feet through the said Poling tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the northeast corner of this tract in the northwest line of Bradley Road;

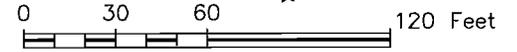
Thence S 35° 51' 03" W – 45.28 feet along the line between the said Poling tract and Bradley Road to the Point of Beginning and containing 0.404 acres of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N 89° 35' 06" W).

See attached survey plat dated December 2006.

Joe Orr, Inc.
Surveyors & Engineers
 2167 Post Oak Circle
 College Station, TX 77845
 (979) 690-3378

December 2006



Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.

Lot 1, Block One
 Carter Lake Acres
 Vol. 2517, Pg. 177

Robert R. Poling
 et ux, Lauren K. Poling
 4.24 acres
 Vol. 1326, Pg. 264

Proposed Parcel
 0.404 acres

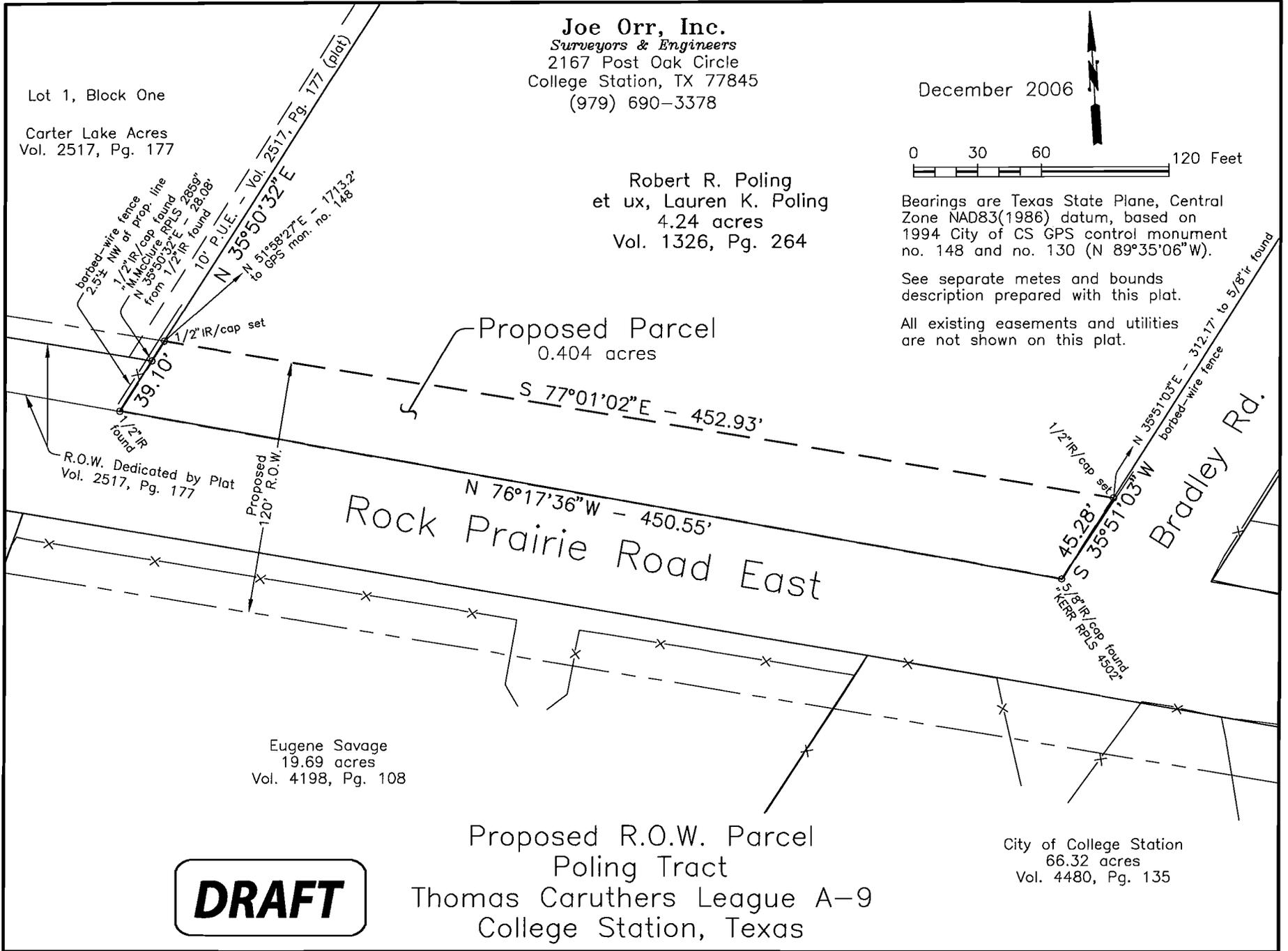
Rock Prairie Road East

Eugene Savage
 19.69 acres
 Vol. 4198, Pg. 108

Proposed R.O.W. Parcel
 Poling Tract
 Thomas Caruthers League A-9
 College Station, Texas

City of College Station
 66.32 acres
 Vol. 4480, Pg. 135

DRAFT



Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Rock Prairie Road
Proposed Addition to Right-of-Way
Lot 1 Block One Carter Lake Acres
Thomas Caruthers League
College Station, Texas
22 December 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of Lot 1 Block One Carter Lake Acres as described by plat recorded in Volume 2517, Page 177 of the Official Public Records of Brazos County, Texas, being a strip of land lying along and adjoining the existing right-of-way of Rock Prairie Road and being more particularly described as follows;

Beginning at a ½" iron rod with a plastic cap stamped "M. McClure RPLS 2859" found at the most southerly corner of the said Lot 1 Block One Carter Lake Acres addition in the line between Carter Lake Acres and that 4.24 acre tract conveyed to Robert R. Poling et ux, Lauren K. Poling by deed recorded in Volume 1326, Page 264 of the Official Public Records of Brazos County, Texas, from which a ½" iron rod was found S 35° 50' 32" W – 28.08 feet at the southwest corner of the said Poling tract.

Thence N 77° 00' 30" W – 452.95 feet along the south line of the said Lot 1 to the southwest corner of same in the southeast line of Harris Drive, from which a 5/8" iron rod with a plastic cap stamped "Kerr RPLS 4502" was found N 82° E – 0.61 feet;

Thence N 35° 50' 32" E – 10.95 feet along the southeast line of Harris Drive to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the northwest corner of this tract;

Thence S 77° 01' 02" E – 452.98 feet through the said Lot 1 to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the northeast corner of this tract in the northwest line of the said Poling tract;

Thence S 35° 50' 32" W – 11.02 feet along the line between the said Poling tract and the said Lot 1 to the Point of Beginning and containing 0.105 acres of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N 89° 35' 06" W).

See attached survey plat dated December 2006.

Joe Orr, Inc.
Surveyors & Engineers
 2167 Post Oak Circle
 College Station, TX 77845
 (979) 690-3378

Lot 2

December 2006



Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.

Lot 1, Block One

Carter Lake Acres
 Vol. 2517, Pg. 177

Proposed Parcel
 0.105 acres

S 77°01'02"E - 452.98'
 N 77°00'30"W - 452.95'

Rock Prairie Road East

R.O.W. Dedicated by Plat
 Vol. 2517, Pg. 177

Proposed
 120' R.O.W.

Archie P. Clark
 19.61 acres
 Vol. 561, Pg. 28

Proposed R.O.W. Parcel
 Lot 1, Block One - Carter Lake Acres
 Thomas Caruthers League A-9
 College Station, Texas

Eugene Savage
 19.69 acres
 Vol. 4198, Pg. 108

DRAFT

Carter Lake Development Corporation
 (rem. of) 210.92 acres
 Vol. 250, Pg. 330

Home Owners - Carter Lake Corporation
 3.57 acres - Harris Drive
 Vol. 2414, Pg. 20

M. McClure RPLS 2859* to 1/2" IR/cap found at Lot 1/2 corner

16' P.U.E. - Vol. 2517, Pg. 177 (plat)

1/2" IR/cap set

N 35°50'32"E - 10.95'

1/2" IR/cap found to KERR RPLS 4502* N 82°E-D.61'

barbed-wire fence
 2.5' E NW of Prop. line

S 35°50'32"W - 11.02'

10' P.U.E. - Vol. 2517, Pg. 177 (plat)

N 51°58'27"E - 1713' to GPS mon. no. 148'12"

1/2" IR/cap set

1/2" IR/cap found to M. McClure RPLS 2859*

1/2" IR found

Robert R. Poling et ux, Lauren K. Poling
 4.24 acres - Vol. 1326, Pg. 264

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Rock Prairie Road
Proposed Addition to Right-of-Way
Harris Drive
Thomas Caruthers League
College Station, Texas
22 December 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 3.57 acre tract known as Harris Drive as described by plat of Carter Lake Subdivision Section Four recorded in Volume 292, Page 607 of the Deed Records of Brazos County, Texas, and conveyed to the Carter Lake Home Owners Corporation by deed recorded in Volume 2414, Page 20 of the Official Public Records of Brazos County, Texas, being a strip of land lying along and adjoining the existing right-of-way of Rock Prairie Road and being more particularly described as follows;

Beginning at the most southerly corner of the said Harris Drive tract in the north line of the existing prescriptive right-of-way line of Rock Prairie Road, from which a ½" iron rod was found S 76° 15' 34" E – 450.50 feet at the southwest corner of that 4.24 acre tract conveyed to Robert R. Poling et ux, Lauren K. Poling by deed recorded in Volume 1326, Page 264 of the Official Public Records of Brazos County, Texas.

Thence N 76° 15' 34" W – 65.37 feet along the north line of the existing prescriptive right-of-way of Rock Prairie Road and across Harris Drive to the southwest corner of the said Harris Drive tract;

Thence N 35° 51' 21" E – 31.70 feet along the northwest line of Harris Drive to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the northwest corner of this tract;

Thence S 77° 01' 02" E – 65.72 feet across Harris Drive to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the northeast corner of this tract in the northwest line of Lot 1 Block One Carter Lake Acres as described by plat recorded in Volume 2517, Page 177 of the Official Public Records of Brazos County, Texas;

Thence S 35° 50' 32" W – 32.64 feet along the northwest line of Carter Lake Acres to the Point of Beginning and containing 1948 square feet of land more or less.

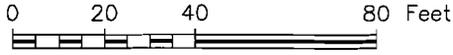
Bearings are Texas State Plane, Central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N 89° 35' 06" W).

See attached survey plat dated December 2006.

Joe Orr, Inc.
Surveyors & Engineers
 2167 Post Oak Circle
 College Station, TX 77845
 (979) 690-3378

Block 10 Carter Lake Subdivision
 Section Four
 Vol. 292, Pg. 607

December 2006



Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.

Carter Lake
 Development Corporation
 (rem. of) 210.92 acres
 Vol. 250, Pg. 330

Harris Drive
 & Utility Easement (Reserved)
 Vol. 292, Pg. 607 (plat)

Home Owners Corporation
 Carter Lake
 3.57 acres - Harris Drive
 Vol. 2414, Pg. 20

Lot 1, Block One
 Carter Lake Acres
 Vol. 2517, Pg. 177 (plat)

1/2"IR/cap set
 N 35°51'21"E - 272.4' to 1/2"IR found
 N 35°38'16"E - 188.44' to 5/8"IR cap found
 N 35°51'21"E
 N 63°09'20"E - 2079.0'
 to GPS mon. no. 148

60' Access
 1/2"IR/cap set
 N 35°50'32"E - 206.0' to 1/2"IR/cap found
 M. McClure RPLS 2859' at Lot 1/2 corner
 S 35°50'32"W
 16' P.U.E. - Vol. 2517, Pg. 177

Proposed 120' R.O.W.

Rock Prairie Road East

Proposed Parcel
 1,948 sq. ft.

S 77°01'02"E - 65.72'
 rail fences
 31.70'
 65.37'
 N 76°15'34"W
 52.64'
 10.96'
 5/8"IR/cap found
 KERR RPLS 4502'
 N 82°E-0.61'

R.O.W. Dedicated by Plat
 Vol. 2517, Pg. 177
 S 76°15'34"E - 450.50' to 1/2"IR found

Houston White
 2.00 acres
 Vol. 1249,
 Pg. 612

Archie P. Clark
 19.61 acres
 Vol. 561, Pg. 28

Proposed R.O.W. Parcel
 Harris Drive Tract
 Thomas Caruthers League A-9
 College Station, Texas

DRAFT

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Rock Prairie Road
Proposed Addition to Right-of-Way
Carter Lake Development Corporation
Thomas Caruthers League
College Station, Texas
24 December 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 210.92 acre tract conveyed to the Carter Lake Development Corporation by deed recorded in Volume 250, Page 330 of the Deed Records of Brazos County, Texas, being a strip of land lying along and adjoining the existing right-of-way of Rock Prairie Road and being more particularly described as follows;

Beginning at the southwest corner of that 3.57 acre tract conveyed to Carter Lake Home Owners Corporation by deed recorded in Volume 2414 Page 20 of the Official Public Records of Brazos County, Texas, designated as Harris Drive by plat recorded in Volume 292, Page 607 of the Deed Records of Brazos County, Texas, in the north line of the existing prescriptive right-of-way line of Rock Prairie Road.

Thence N 82° 16' 06" W – 270.36 feet along the southeast line of the said Carter Lake Development Corporation tract and the north line of the existing prescriptive right-of-way of Rock Prairie Road to a 3/8" iron rod found at the southeast corner of that 4.45 acre tract conveyed to Lawrence Craig Wolken and wife, Olivia Gay Wolken by deed recorded in Volume 401, Page 689 of the Deed Records of Brazos County, Texas;

Thence N 21° 57' 18" E – 31.56 feet along the southeast line of the said Wolken tract to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the northwest corner of this tract;

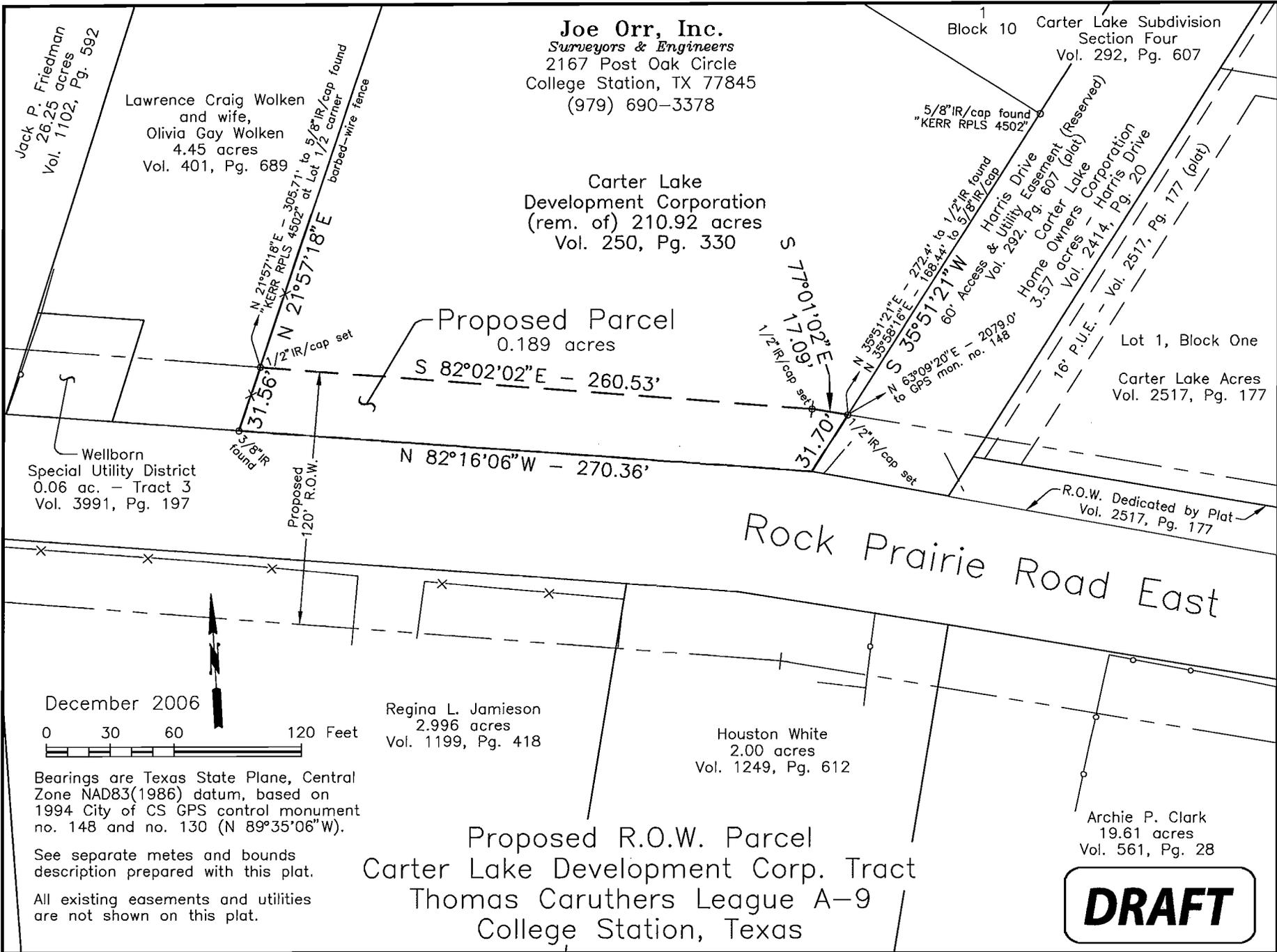
Thence S 82° 02' 02" E – 260.53 feet through the said Carter Lake Development Corporation tract to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at an angle point;

Thence S 77° 01' 02" E – 17.09 feet continuing through the said Carter Lake Development Corporation tract to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the northwest line of Harris Drive;

Thence S 35° 51' 21" W – 31.70 feet along the northwest line of Harris Drive to the Point of Beginning and containing 0.189 acres of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N 89° 35' 06" W).

See attached survey plat dated December 2006.



Joe Orr, Inc.
Surveyors & Engineers
 2167 Post Oak Circle
 College Station, TX 77845
 (979) 690-3378

Carter Lake
 Development Corporation
 (rem. of) 210.92 acres
 Vol. 250, Pg. 330

Block 10 Carter Lake Subdivision
 Section Four
 Vol. 292, Pg. 607

Jack P. Friedman
 26.25 acres
 Vol. 1102, Pg. 592

Lawrence Craig Wolken
 and wife,
 Olivia Gay Wolken
 4.45 acres
 Vol. 401, Pg. 689

Proposed Parcel
 0.189 acres

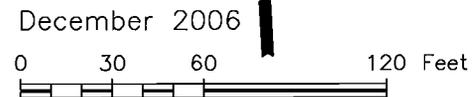
S 82°02'02"E - 260.53'

N 82°16'06"W - 270.36'

Wellborn
 Special Utility District
 0.06 ac. - Tract 3
 Vol. 3991, Pg. 197

Rock Prairie Road East

Lot 1, Block One
 Carter Lake Acres
 Vol. 2517, Pg. 177



Bearings are Texas State Plane, Central
 Zone NAD83(1986) datum, based on
 1994 City of CS GPS control monument
 no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds
 description prepared with this plat.

All existing easements and utilities
 are not shown on this plat.

Regina L. Jamieson
 2.996 acres
 Vol. 1199, Pg. 418

Houston White
 2.00 acres
 Vol. 1249, Pg. 612

Proposed R.O.W. Parcel
 Carter Lake Development Corp. Tract
 Thomas Caruthers League A-9
 College Station, Texas

Archie P. Clark
 19.61 acres
 Vol. 561, Pg. 28

DRAFT

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Rock Prairie Road
Proposed Addition to Right-of-Way
Wolken Tract
Thomas Caruthers League
College Station, Texas
24 December 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 4.45 acre tract conveyed to Lawrence Craig Wolken and wife, Olivia Gay Wolken by deed recorded in Volume 401, Page 689 of the Deed Records of Brazos County, Texas, being a strip of land lying along and adjoining the existing right-of-way of Rock Prairie Road and being more particularly described as follows;

Beginning at a 3/8" iron rod found at the southeast corner of the said Wolken tract in the north line of the existing prescriptive right-of-way line of Rock Prairie Road.

Thence N 82° 16' 06" W – 59.90 feet along the southeast line of the said Wolken tract and the north line of the existing prescriptive right-of-way of Rock Prairie Road to the southeast corner of that 0.06 acre tract conveyed to Wellborn Special Utility District by deed recorded in Volume 3991, Page 197 of the Official Public Records of Brazos County, Texas, from which a 1/2" iron rod was found N 82° 16' 06" W 50.00 feet at the southwest corner of the said 0.06 acre tract;

Thence N 20° 50' 13" E – 31.66 feet along the southeast line of the said Wellborn Special Utility District tract to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the northwest corner of this tract;

Thence S 82° 02' 02" E – 60.47 feet through the said Wolken tract to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the southeast line of same;

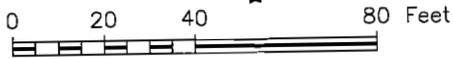
Thence S 21° 57' 18" W – 31.56 feet along the southeast line of the said Wolken tract to the Point of Beginning and containing 1849 square feet of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N 89° 35' 06" W).

See attached survey plat dated December 2006.

Joe Orr, Inc.
 Surveyors & Engineers
 2167 Post Oak Circle
 College Station, TX 77845
 (979) 690-3378

December 2006



Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.

Jack P. Friedman
 26.25 acres
 Vol. 1102, Pg. 592

Wellborn
 Special Utility District
 0.06 ac. - Tract 3
 Vol. 3991, Pg. 197

Hoyett Taylor, Jr.
 and Charlene Taylor
 14 acres
 Vol. 235, Pg. 194

Lawrence Craig Wolken
 and wife,
 Olivia Gay Wolken
 4.45 acres
 Vol. 401, Pg. 689

Carter Lake
 Development Corporation
 (rem. of) 210.92 acres
 Vol. 250, Pg. 330

Regina L. Jamieson
 2.996 acres
 Vol. 1199, Pg. 418

Rock Prairie Road East

Proposed Parcel
 1,849 sq. ft.

Proposed R.O.W. Parcel
 Wolken Tract

Thomas Caruthers League A-9
 College Station, Texas

DRAFT

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Rock Prairie Road
Proposed Addition to Right-of-Way
Wellborn Special Utility District
Thomas Caruthers League
College Station, Texas
24 December 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 0.06 acre "Tract 3" conveyed to Wellborn Special Utility District by deed recorded in Volume 3991, Page 197 of the Official Public Records of Brazos County, Texas, being a strip of land lying along and adjoining the existing right-of-way of Rock Prairie Road and being more particularly described as follows;

Beginning at the common corner of the said Wellborn Special Utility District tract and that 4.45 acre tract conveyed to Lawrence Craig Wolken and wife, Olivia Gay Wolken by deed recorded in Volume 401, Page 689 of the Deed Records of Brazos County, Texas, in the north line of the existing prescriptive right-of-way line of Rock Prairie Road.

Thence N 82° 16' 06" W – 50.00 feet along the southeast line of the said Wellborn Special Utility District tract and the north line of the existing prescriptive right-of-way of Rock Prairie Road to a ½" iron rod found at the southeast corner of that 26.25 acre tract conveyed to Jack P. Friedman by deed recorded in Volume 1102, Page 592 of the Official Records of Brazos County, Texas;

Thence N 20° 50' 13" E – 31.87 feet along the line between the said Wellborn Special Utility District tract and the said Friedman tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the northwest corner of this tract;

Thence S 82° 02' 02" E – 49.95 feet through the said Wellborn Special Utility District tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the southeast line of same;

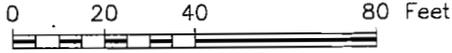
Thence S 20° 50' 13" W – 31.66 feet along the southeast line of the said Wellborn Special Utility District tract to the Point of Beginning and containing 1547 square feet of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N 89° 35' 06" W).

See attached survey plat dated December 2006.

Joe Orr, Inc.
Surveyors & Engineers
 2167 Post Oak Circle
 College Station, TX 77845
 (979) 690-3378

December 2006



Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.

Jack P. Friedman
 26.25 acres
 Vol. 1102, Pg. 592

Lawrence Craig Wolken
 and wife,
 Olivia Gay Wolken
 4.45 acres
 Vol. 401, Pg. 689

Carter Lake
 Development Corporation
 (rem. of) 210.92 acres
 Vol. 250, Pg. 330

Wellborn
 Special Utility District
 0.06 ac. - Tract 3
 Vol. 3991, Pg. 197

N 20°50'13"E
 31.87'

S 82°02'02"E
 49.95'

S 20°50'13"W
 31.66'

50.00'

N 82°16'06" W

59.90'
 S 82°16'06"E

Rock Prairie Road East

Proposed
 Parcel
 1,547 sq. ft.

Hoyett Taylor, Jr.
 and Charlene Taylor
 14 acres
 Vol. 235, Pg. 194

Regina L. Jamieson
 2.996 acres
 Vol. 1199, Pg. 418

Proposed R.O.W. Parcel
 Wellborn S.U.D. Tract
 Thomas Caruthers League A-9
 College Station, Texas

DRAFT

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Rock Prairie Road
Proposed Addition to Right-of-Way
Friedman Tract
Thomas Caruthers League
College Station, Texas
25 December 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 26.25 acre tract conveyed to Jack P. Friedman by deed recorded in Volume 1102, Page 592 of the Official Records of Brazos County, Texas, being a strip of land lying along and adjoining the existing right-of-way of Rock Prairie Road and being more particularly described as follows;

Beginning at a ½” iron rod found at the common corner of the said Friedman tract and that 0.06 acre tract conveyed to Wellborn Special Utility District by deed recorded in Volume 3991, Page 197 of the Official Public Records of Brazos County, Texas, in the north line of the existing prescriptive right-of-way of Rock Prairie Road.

Thence N 81° 57' 44" W – 700.11 feet along the southeast line of the said Friedman tract and the north line of the existing prescriptive right-of-way of Rock Prairie Road to the southeast corner of that 26.25 acre tract conveyed to Flying Ace Ranch, Ltd. by deed recorded in Volume 3767, Page 237 of the Official Public Records of Brazos County, Texas;

Thence N 20° 18' 07" E – 30.91 feet along the line between the said Flying Ace Ranch tract and the said Friedman tract to a ½” iron rod with an orange plastic cap stamped “H.P. Mayo RPLS 5045” set at the northwest corner of this tract;

Thence S 82° 02' 02" E – 700.61 feet through the said Friedman tract to a ½” iron rod with an orange plastic cap stamped “H.P. Mayo RPLS 5045” set in the line between the said Friedman tract and the said Wellborn S.U.D. tract;

Thence S 20° 50' 13" W – 31.87 feet along the line between the said tracts to the Point of Beginning and containing 0.493 acres of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N 89° 35' 06" W).

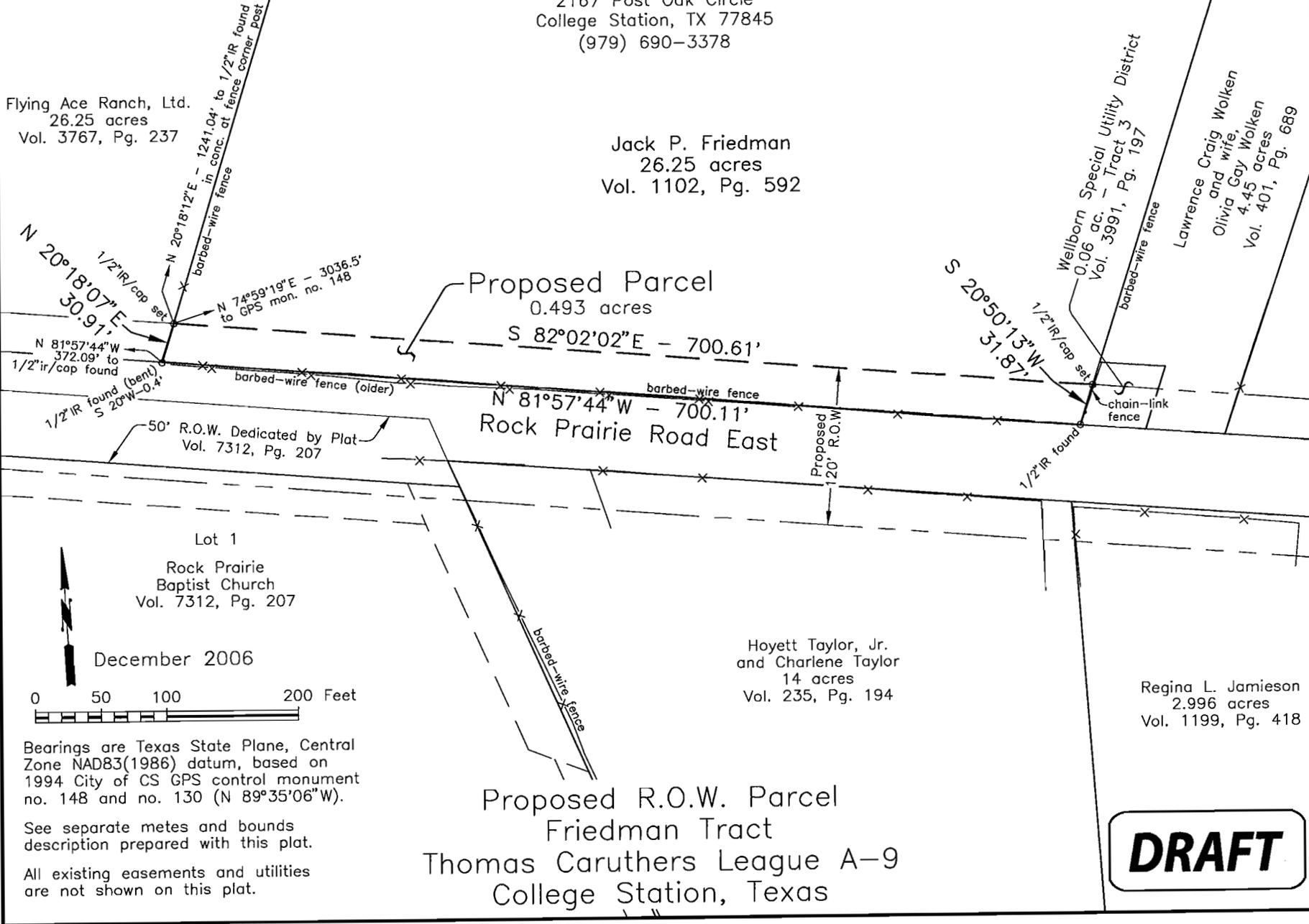
See attached survey plat dated December 2006.

Joe Orr, Inc.
 Surveyors & Engineers
 2167 Post Oak Circle
 College Station, TX 77845
 (979) 690-3378

Flying Ace Ranch, Ltd.
 26.25 acres
 Vol. 3767, Pg. 237

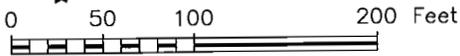
Jack P. Friedman
 26.25 acres
 Vol. 1102, Pg. 592

Lawrence Craig Walken
 and wife,
 Olivia Gay Walken
 4.45 acres
 Vol. 401, Pg. 689



Lot 1
 Rock Prairie Baptist Church
 Vol. 7312, Pg. 207

December 2006



Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06\"W).

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.

Proposed R.O.W. Parcel
 Friedman Tract
 Thomas Caruthers League A-9
 College Station, Texas

Hoyett Taylor, Jr.
 and Charlene Taylor
 14 acres
 Vol. 235, Pg. 194

Regina L. Jamieson
 2.996 acres
 Vol. 1199, Pg. 418

DRAFT

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Rock Prairie Road
Proposed Addition to Right-of-way
Flying Ace Ranch, Ltd.
Thomas Caruthers League
College Station, Texas
26 December 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 26.25 acre tract conveyed to Flying Ace Ranch, Ltd. by deed recorded in Volume 3767, Page 237 of the Official Public Records of Brazos County, Texas, being a strip of land lying along and adjoining the existing right-of-way of Rock Prairie Road and being more particularly described as follows;

Beginning at the common corner of the said Flying Ace Ranch tract and that 26.25 acre tract conveyed to Jack P. Friedman by deed recorded in Volume 1102, Page 592 of the Official Records of Brazos County, Texas, in the north line of the existing prescriptive right-of-way of Rock Prairie Road.

Thence N 81° 57' 44" W – 372.09 feet along the southwest line of the said Flying Ace Ranch tract and the north line of the existing prescriptive right-of-way of Rock Prairie Road to a ½" iron rod with a plastic cap stamped "M.McClure RPLS 2859" found at an angle point;

Thence N 84° 23' 52" W – 618.21 feet along the southwest line of the said Flying Ace Ranch tract and the north line of the existing prescriptive right-of-way of Rock Prairie Road to a ½" iron rod found at the common corner of the said Flying Ace Ranch tract and that 26.25 Acre tract conveyed to Dale W. Conrad and wife, Reba J. Conrad by deed recorded in Volume 460, Page 505 of the Deed Records of Brazos County, Texas;

Thence N 24° 22' 31" E – 31.68 feet along the line between the said Flying Ace Ranch tract and the said Conrad tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the northwest corner of this tract;

Thence S 84° 23' 02" E – 605.94 feet through the said Flying Ace Ranch tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at an angle point;

Thence S 82° 02' 02" E – 381.99 feet continuing through the said Flying Ace Ranch tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set the line between the said Flying Ace Ranch tract and the said Friedman tract;

Thence S 20° 18' 07" W – 30.91 feet along the line between the said tracts to the Point of Beginning and containing 0.680 acres of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N 89° 35' 06" W).

See attached survey plat dated December 2006.

DRAFT

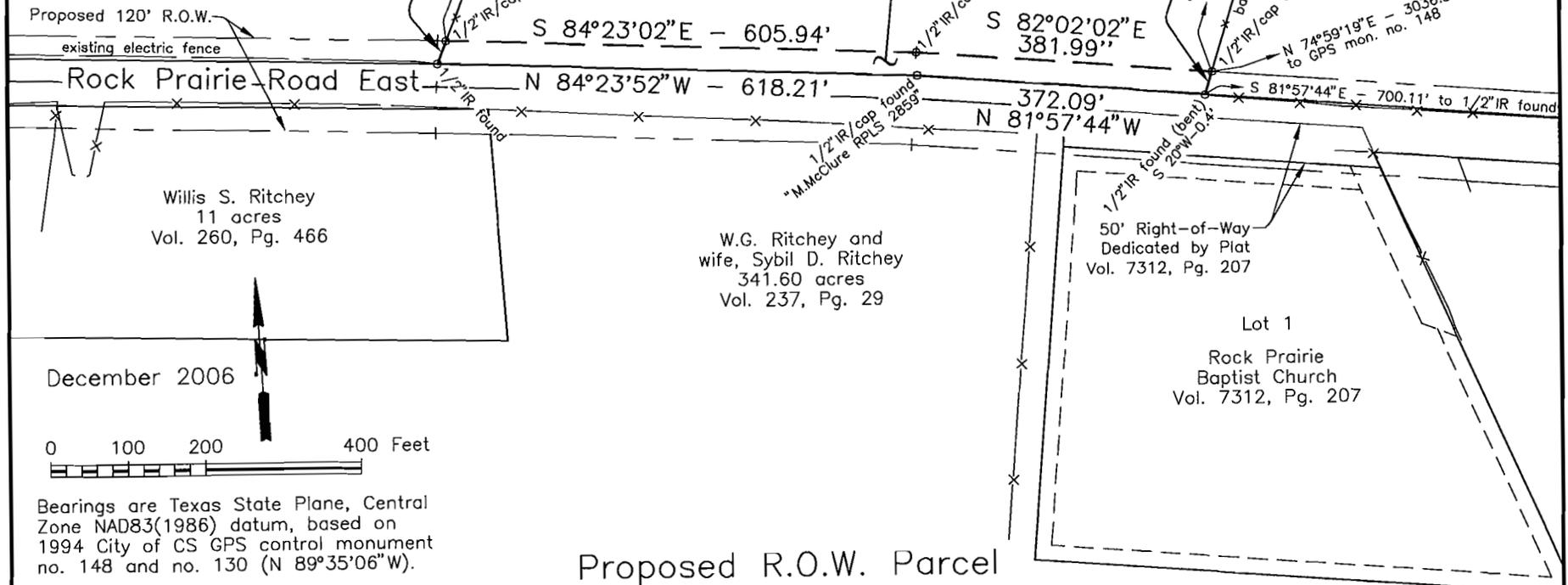
Joe Orr, Inc.
Surveyors & Engineers
 2167 Post Oak Circle
 College Station, TX 77845
 (979) 690-3378

Dale W. Conrad and
 wife, Reba J. Conrad
 26.25 acres
 Vol. 460, Pg. 505

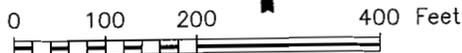
Flying Ace Ranch, Ltd.
 26.25 acres
 Vol. 3767, Pg. 237

Jack P. Friedman
 26.25 acres
 Vol. 1102, Pg. 592

Proposed Parcel
 0.680 acres



December 2006



Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.

Proposed R.O.W. Parcel
 Flying Ace Ranch, Ltd. Tract
 Thomas Caruthers League A-9
 College Station, Texas

DRAFT

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Rock Prairie Road
Proposed Addition to Right-of-Way
Conrad Tract
Thomas Caruthers League
College Station, Texas
26 December 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 26.25 acre tract conveyed to Dale W. Conrad and wife, Reba J. Conrad by deed recorded in Volume 460, Page 505 of the Deed Records of Brazos County, Texas being a strip of land lying along and adjoining the existing right-of-way of Rock Prairie Road and being more particularly described as follows;

Beginning at a ½" iron rod found at the common corner of the said Conrad tract and that 26.25 acre tract conveyed to Flying Ace Ranch, Ltd. by deed recorded in Volume 3767, Page 237 of the Official Public Records of Brazos County, Texas, in the north line of the existing prescriptive right-of-way of Rock Prairie Road.

Thence N 85° 08' 39" W – 1122.65 feet along the southwest line of the said Conrad tract and the north line of the existing prescriptive right-of-way of Rock Prairie Road to a ½" iron rod found at the southwest corner of the said Conrad tract in the northeast line of Bird Pond Road;

Thence N 1° 59' 12" W – 32.39 feet along the southwest line of the said Conrad tract and the northeast line of Bird Pond Road to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the northwest corner of this tract from which a ½" iron rod was found (bent) N 1° 59' 12" W – 12.88 feet at an angle point in the northeast line of Bird Pond Road;

Thence S 85° 02' 05" E – 1126.26 feet through the said Conrad tract to ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at an angle point;

Thence S 84° 23' 02" E – 10.83 feet continuing through the said Conrad tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said Conrad tract and the said Flying Ace Ranch tract;

Thence S 24° 22' 31" W – 31.68 feet along the line between the said Flying Ace Ranch tract and the said Conrad tract to the Point of Beginning and containing 0.806 acres of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N 89° 35' 06" W).

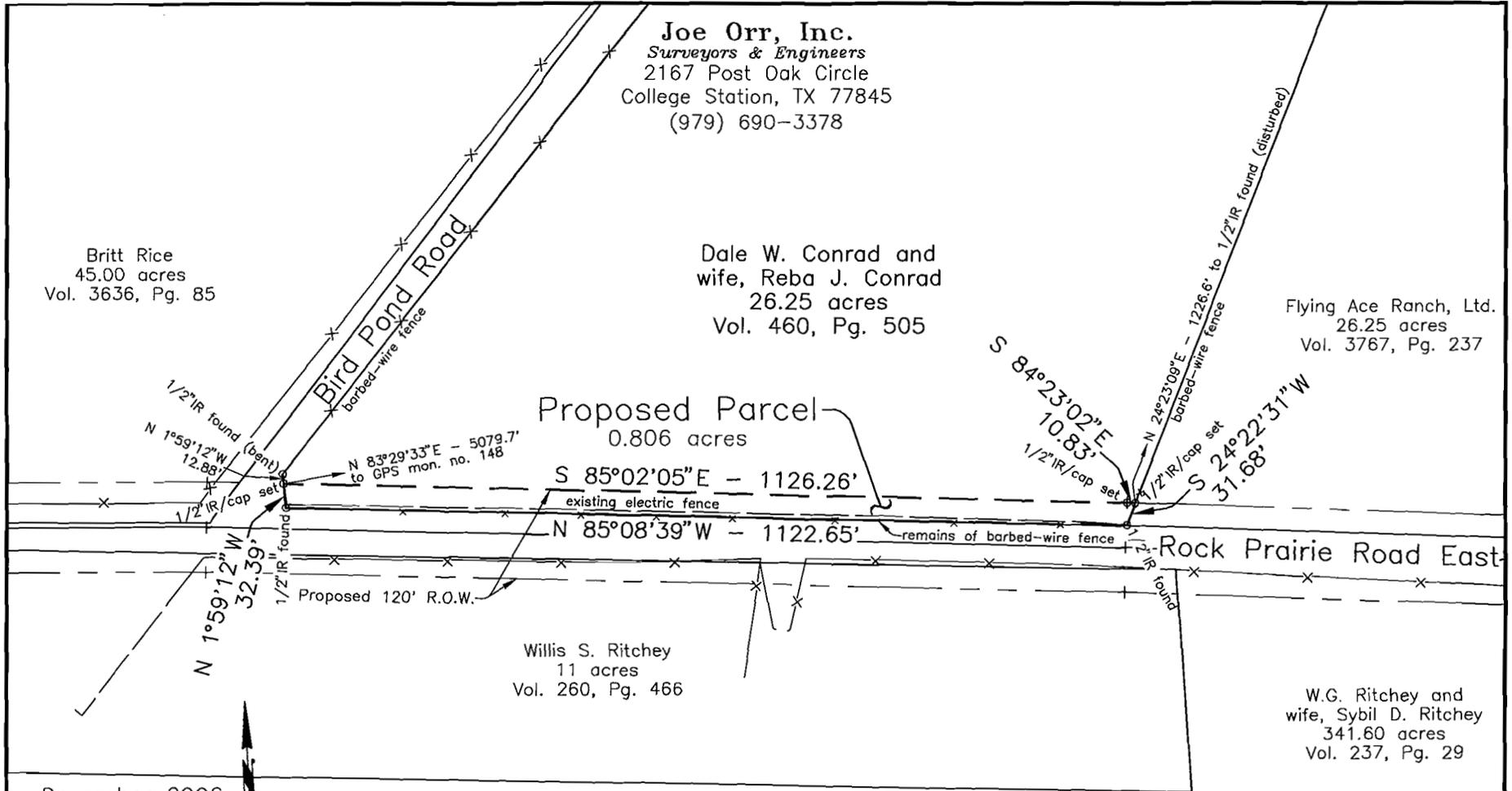
See attached survey plat dated December 2006.

Joe Orr, Inc.
Surveyors & Engineers
 2167 Post Oak Circle
 College Station, TX 77845
 (979) 690-3378

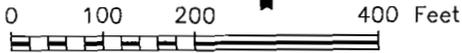
Britt Rice
 45.00 acres
 Vol. 3636, Pg. 85

Dale W. Conrad and
 wife, Reba J. Conrad
 26.25 acres
 Vol. 460, Pg. 505

Flying Ace Ranch, Ltd.
 26.25 acres
 Vol. 3767, Pg. 237



December 2006



Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.

Proposed R.O.W. Parcel
Conrad Tract
Thomas Caruthers League A-9
College Station, Texas

DRAFT

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Proposed Bird Pond Road Realignment
Conrad Tract
Thomas Caruthers League
College Station, Texas
27 December 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 26.25 acre tract conveyed to Dale W. Conrad and wife, Reba J. Conrad by deed recorded in Volume 460, Page 505 of the Deed Records of Brazos County, Texas being more particularly described as follows;

Beginning at the northwest corner of the said Conrad tract in the southeast line of Bird Pond Road from which a steel fence post was found S 12° E – 0.4’.

Thence S 85° 52’ 46” E – 22.15 feet along the line between the said Conrad tract and that 26.25 acre tract conveyed to John Patton Atkins and designated as Tract No. 2 in Partition Deed recorded in Volume 394, Page 796 of the Deed Records of Brazos County, Texas, to a ½” iron rod with an orange plastic cap stamped “H.P. Mayo RPLS 5045” set at the northeast corner of this tract, from which the City of College Station 1994 GPS monument no. 148 bears S 83° 16’ 34” E – 4340.9 feet;

Thence S 15° 56’ 28” W – 888.00 feet through the said Conrad tract to a ½” iron rod with an orange plastic cap stamped “H.P. Mayo RPS 5045” set at beginning of a tangent curve to the left (R=955.00’);

Thence along the arc of said curve through a central angle of 10° 58’ 33” to a ½” iron rod with an orange plastic cap stamped “H.P. Mayo RPLS 5045” set at the end of said curve;

Thence S 4° 57’ 55” W – 65.00 feet continuing through the said Conrad tract to a ½” iron rod with an orange plastic cap stamped “H.P. Mayo RPLS 5045” set at an angle point;

Thence S 40° 02’ 05” E – 35.36 feet continuing through the said Conrad tract to a ½” iron rod with an orange plastic cap stamped “H.P. Mayo RPLS 5045” set at an angle point;

Thence N 85° 02’ 05” W – 140.00 feet continuing through the said Conrad tract along the proposed right-of-way line of Rock Prairie Road to a ½” iron rod with an orange plastic cap stamped “H.P. Mayo RPLS 5045” set at an angle point;

Thence N 49° 57' 55" E – 35.36 feet continuing through the said Conrad tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set an angle point;

Thence N 4° 57' 55" E – 65.00 feet continuing through the said Conrad tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the beginning of a tangent curve to the right (R= 1045.00');

Thence along the arc of said curve through a central angle of 10° 58' 33" to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the end of said curve;

Thence N 15° 56' 28" E – 340.21 feet continuing through the said Conrad tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the southeast line of Bird Pond Road;

Thence N 41° 16' 18" E – 184.10 feet along the southeast line of Bird Pond Road to a 6" fence post in concrete found at an angle point in said right-of-way line;

Thence N 14° 21' 11" E – 377.00 feet continuing along the southeast line of Bird Pond Road to the Point of Beginning and containing 1.636 acres of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N 89° 35' 06" W).

See attached survey plat dated December 2006.

DRAFT

Joe Orr, Inc.
Surveyors & Engineers
 2167 Post Oak Circle
 College Station, TX 77845
 (979) 690-3378

Lot 1, Block One
 Dos Lagos
 Vol. 2934, Pg. 331

Britt Rice
 45.00 acres
 Vol. 3636, Pg. 85

Proposed Remainder
 West= 2.488 acres

John Patton Atkins
 26.25 acres
 (Tract No. 2)
 Vol. 394, Pg. 796

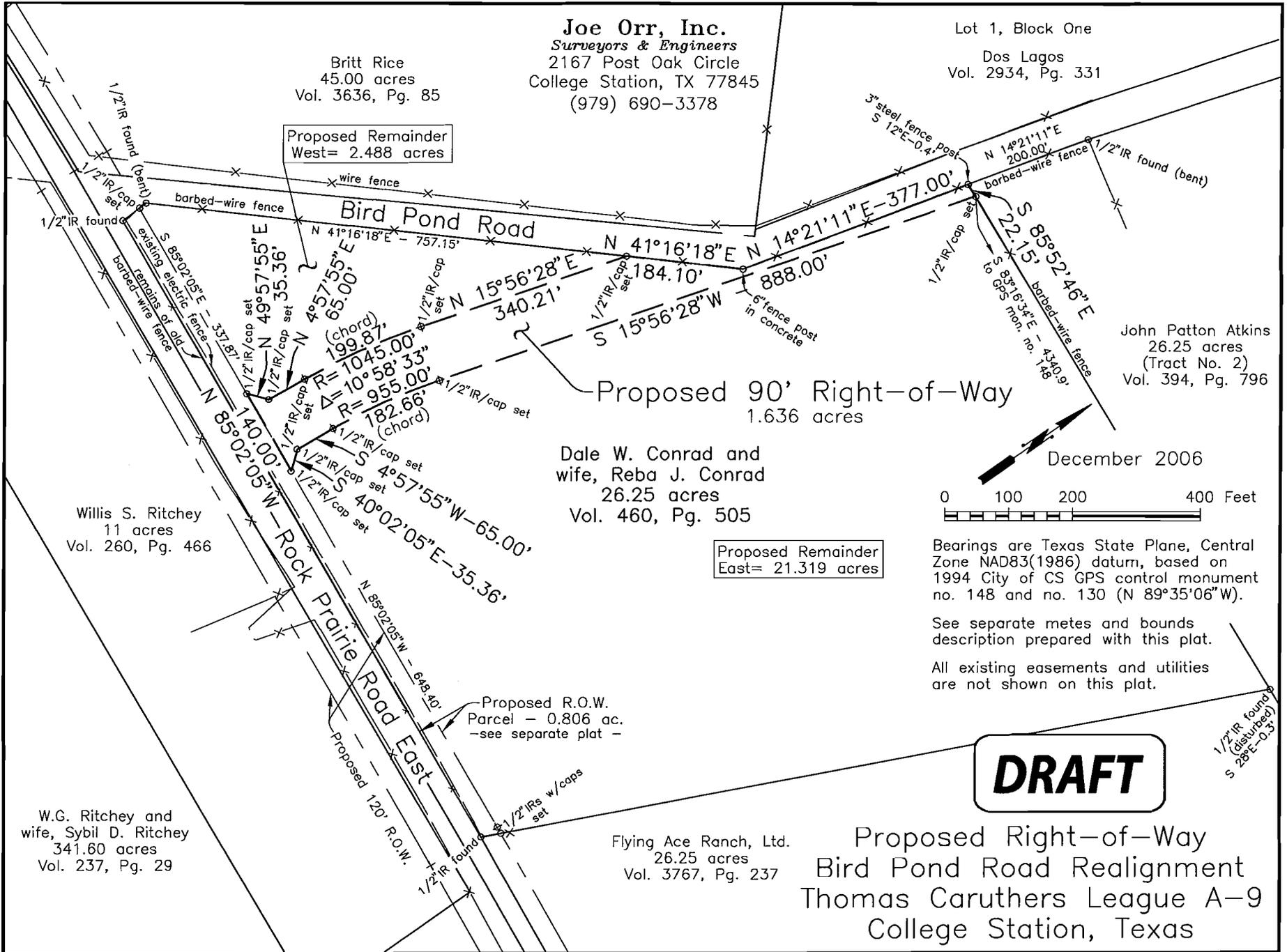
Dale W. Conrad and
 wife, Reba J. Conrad
 26.25 acres
 Vol. 460, Pg. 505

Proposed Remainder
 East= 21.319 acres

Willis S. Ritchey
 11 acres
 Vol. 260, Pg. 466

W.G. Ritchey and
 wife, Sybil D. Ritchey
 341.60 acres
 Vol. 237, Pg. 29

Flying Ace Ranch, Ltd.
 26.25 acres
 Vol. 3767, Pg. 237



DRAFT

Proposed Right-of-Way
 Bird Pond Road Realignment
 Thomas Caruthers League A-9
 College Station, Texas

EXHIBIT B

EASEMENTS

**Rock Prairie Road Widening Needs
Resolution No. 2**

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Rock Prairie Road
Proposed 20' Easement
Taylor Tract
Thomas Caruthers League
College Station, Texas
29 December 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 14 acre tract conveyed to Hoyett Taylor, Jr. and Charlene Taylor by deed recorded in Volume 235, Page 194 of the Deed Records of Brazos County, Texas, being an easement twenty feet (20') in width and adjoining the proposed right-of-way (120' width) of Rock Prairie Road and being more particularly described as follows;

Beginning at a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said Taylor tract and Lot 1 of Rock Prairie Baptist Church addition according to plat of record in Volume 7312, Page 207 of the Official Public Records of Brazos County, Texas, S 20° 22' 54" E – 33.24 feet from a 10" fence corner post in the existing prescriptive right-of-way line of Rock Prairie Road at the northwest corner of the said Taylor tract;

Thence S 82° 02' 02" E – 464.45 feet along the proposed right-of-way line of Rock Prairie Road to a 1/2" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said Taylor tract and that 2.996 acre tract conveyed to Regina L. Jamieson by deed recorded in Volume 1199, Page 418 of the Official Records of Brazos County, Texas;

Thence S 0° 43' 14" E – 20.23 feet along the line between the said Taylor tract and the said Jamieson tract to the southeast corner of this tract;

Thence N 82° 02' 02" W – 456.72 feet through the said Taylor tract to the line between the said Taylor tract and the said Lot 1 at the southwest corner of this tract;

Thence N 20° 22' 54" W – 22.73 feet along the line between the said Taylor tract and the said Lot 1 to the Point of Beginning and containing 0.211 of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N 89° 35' 06" W).

See attached survey plat dated December 2006.

Joe Orr, Inc.
 Surveyors & Engineers
 2167 Post Oak Circle
 College Station, TX 77845
 (979) 690-3378

Jack P. Friedman
 26.25 acres
 Vol. 1102, Pg. 592

Wellborn Special Utility District
 0.06 acres - Tract 3
 Vol. 3991, Pg. 197

Lawrence Craig Wolken
 and wife,
 Olivia Gay Wolken
 4.45 acres
 Vol. 401, Pg. 689

Regina L. Jamieson
 2,996 acres
 Vol. 1199, Pg. 418

Lot 1
 Rock Prairie
 Baptist Church
 Vol. 7312, Pg. 207

Hoyett Taylor, Jr.
 and Charlene Taylor
 14 acres
 Vol. 235, Pg. 194

Proposed 20' Easement
 Taylor Tract

Proposed 20' Easement
 Thomas Caruthers League A-9
 College Station, Texas

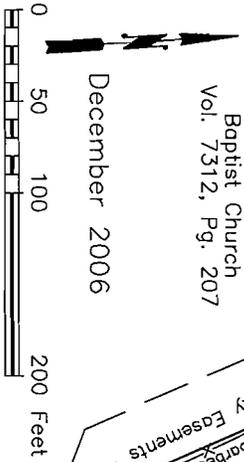
DRAFT

Note:
 This proposed 20' easement
 is contiguous to the proposed
 120' wide Right-of-Way line.
 See separate R.O.W. Parcel plat.

Bearings are Texas State Plane, Central
 Zone NAD83(1986) datum, based on
 1994 City of CS GPS control monument
 no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds
 description prepared with this plat.

All existing easements and utilities
 are not shown on this plat.



December 2006

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Rock Prairie Road
Proposed 20' Easement
Jamieson Tract
Thomas Caruthers League
College Station, Texas
29 December 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 2.996 acre tract conveyed to Regina L. Jamieson by deed recorded in Volume 1199, Page 418 of the Official Records of Brazos County, Texas, being an easement twenty feet (20') in width adjoining the proposed right-of-way (120' width) of Rock Prairie Road and being more particularly described as follows;

Beginning at a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said Jamieson tract and that 14 acre tract conveyed to Hoyett Taylor, Jr. and Charlene Taylor by deed recorded in Volume 235, Page 194 of the Deed Records of Brazos County, Texas, S 0° 43' 14" E – 30.42 feet from the common corner of the said Taylor tract and the said Jamieson tract (a 5/8" iron rod was found here in 1984) in the existing prescriptive right-of-way line of Rock Prairie Road;

Thence S 82° 02' 02" E – 292.82 feet along the proposed right-of-way line of Rock Prairie Road to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said Jamieson tract and that 2.00 acre tract conveyed to Houston White by deed recorded in Volume 1249, Page 612 of the Official Public Records of Brazos County, Texas, S 12° 44' 40" W – 31.02 feet from a 5/8" iron rod (bent) found at the common corner of the said Jamieson and White tracts;

Thence S 12° 44' 40" W – 20.07 feet along the line between the said Jamieson tract and the said White tract to the southeast corner of this tract;

Thence N 82° 02' 02" W – 288.09 feet through the said Jamieson tract to the line between the said Jamieson tract and the said Taylor tract at the southwest corner of this tract;

Thence N 0° 43' 14" W – 20.23 feet along the line between the said Jamieson tract and the said Taylor tract to the Point of Beginning and containing 0.133 acres of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N 89° 35' 06" W).

See attached survey plat dated December 2006.

Jack P. Friedman
26.25 acres
Vol. 1102, Pg. 592

Wellborn
Special Utility District
0.06 ac. - Tract 3
Vol. 3991, Pg. 197

Lawrence Craig Wolken
and wife,
Olivia Gay Wolken
4.45 acres
Vol. 401, Pg. 689

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Carter Lake
Development Corporation
(rem. of) 210.92 acres
Vol. 250, Pg. 330

Rock Prairie Road East

Hoyett Taylor, Jr.
and Charlene Taylor
14 acres
Vol. 235, Pg. 194

Regina L. Jamieson
2.996 acres
Vol. 1199, Pg. 418

Houston White
2.00 acres
Vol. 1249, Pg. 612

Proposed 20' Easement
0.133 acres

Proposed 20' Easement
Jamieson Tract

Thomas Caruthers League A-9
College Station, Texas



December 2006

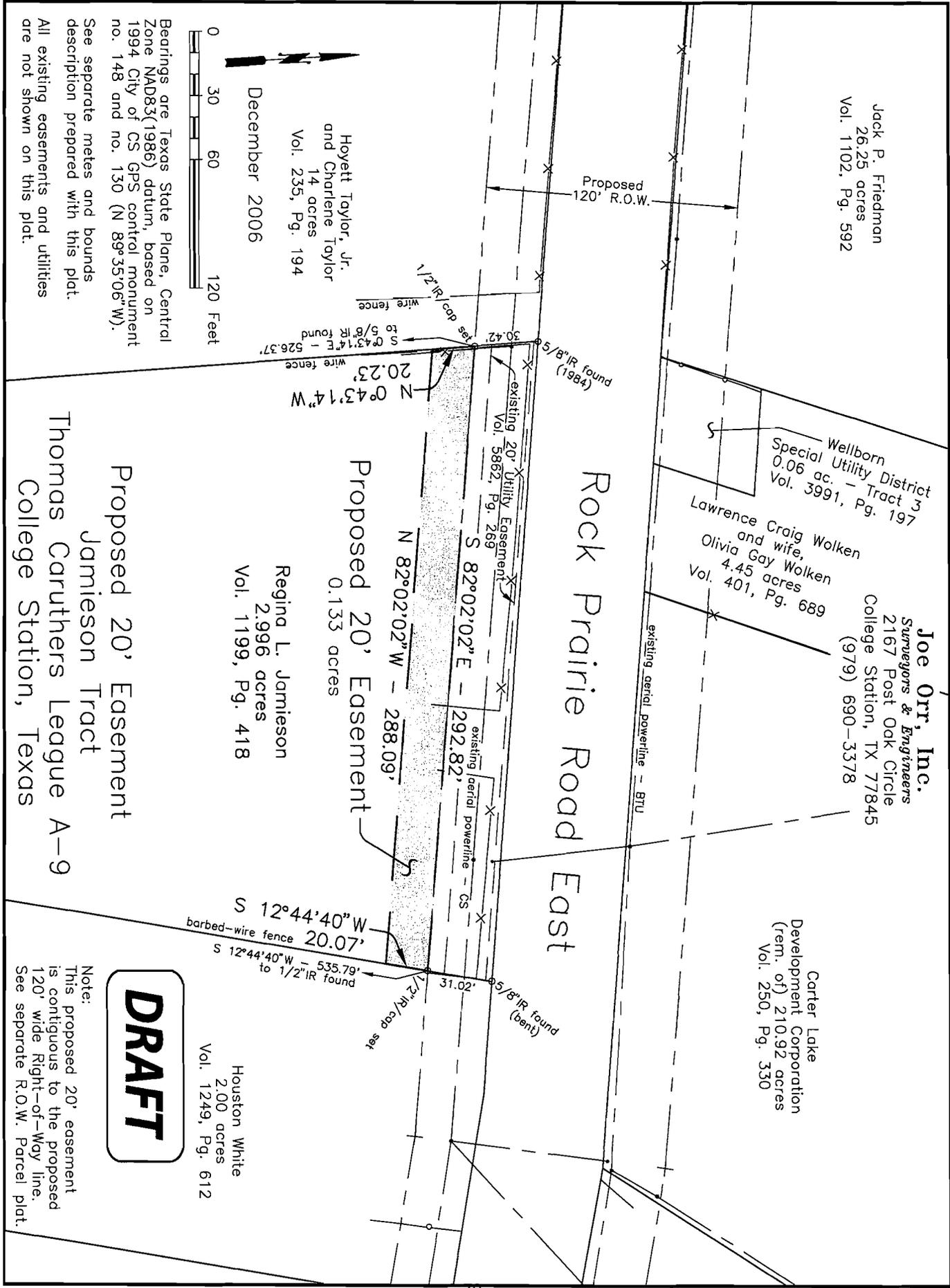


Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat.
All existing easements and utilities are not shown on this plat.

DRAFT

Note:
This proposed 20' easement is contiguous to the proposed 120' wide Right-of-Way line.
See separate R.O.W. Parcel plat.



Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Rock Prairie Road
Proposed 20' Easement
White Tract
Thomas Caruthers League
College Station, Texas
29 December 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 2.00 acre tract conveyed to Houston White by deed recorded in Volume 1249, Page 612 of the Official Public Records of Brazos County, Texas, being an easement twenty feet (20') in width adjoining the proposed right-of-way (120' width) of Rock Prairie Road and being more particularly described as follows;

Beginning at a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said White tract and that 2.996 acre tract conveyed to Regina L. Jamieson by deed recorded in Volume 1199, Page 418 of the Official Records of Brazos County, Texas, S 12° 44' 40" W – 31.02 feet from a 5/8" iron rod (bent) found at the common corner of the said Jamieson and White tracts in the existing prescriptive right-of-way line of Rock Prairie Road;

Thence S 82° 02' 02" E – 77.87 feet through the said White tract along the proposed right-of-way line of Rock Prairie Road to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at an angle point;

Thence S 77° 01' 02" E – 75.00 feet continuing through the said White tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said White tract and that 19.61 acre tract conveyed to Archie P. Clark by deed recorded in Volume 561, Page 28 of the Deed Records of Brazos County, Texas, from where a ¾" iron rod was found N 12° 44' 40" E – 29.46 feet at the common corner of the said White tract and the said Clark tract in the existing prescriptive right-of-way line of Rock Prairie Road;

Thence S 12° 44' 40" W – 20.00 feet along the line between the said White tract and the said Clark tract to the southeast corner of this tract;

Thence N 77° 01' 02" W – 74.21 feet through the said White tract to an angle point;

Thence N 82° 02' 02" W – 78.67 feet continuing through the said White tract to the line between the said White tract and the said Jamieson tract at the southwest corner of this tract;

Thence N 12° 44' 40" E – 20.07 feet along the line between the said White tract and the said Jamieson tract to the Point of Beginning and containing 3057 square feet of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N 89° 35' 06" W).

See attached survey plat dated December 2006.

DRAFT

Carter Lake
Development Corporation
(rem. of) 210.92 acres
Vol. 250, Pg. 330

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Home Owners Corporation
Carter Lake
3.57 acres - Harris Drive
Vol. 2414, Pg. 20

Lot 1, Block One
Carter Lake Acres
Vol. 2517, Pg. 177

Rock Prairie Road East

Proposed
20' Easement
3,057 sq. ft.

Regina L. Jamieson
2.996 acres
Vol. 1199, Pg. 418

Note:
This house is within the
proposed 20' easement

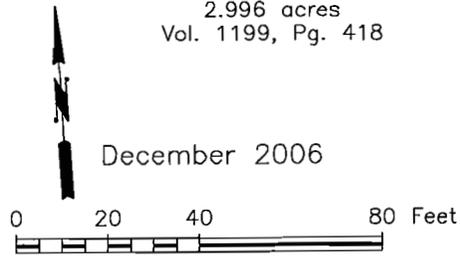
Houston White
2.00 acres
Vol. 1249, Pg. 612

Archie P. Clark
19.61 acres
Vol. 561, Pg. 28

Proposed 20' Easement
White Tract
Thomas Caruthers League A-9
College Station, Texas

DRAFT

Note:
This proposed 20' easement
is contiguous to the proposed
120' wide Right-of-Way line.
See separate R.O.W. Parcel plat.



December 2006

Bearings are Texas State Plane, Central
Zone NAD83(1986) datum, based on
1994 City of CS.GPS control monument
no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds
description prepared with this plat.

All existing easements and utilities
are not shown on this plat.

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Rock Prairie Road
Proposed 20' Easement
Clark Tract
Thomas Caruthers League
College Station, Texas
29 December 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 19.61 acre tract conveyed to Archie P. Clark by deed recorded in Volume 561, Page 28 of the Deed Records of Brazos County, Texas, being an easement twenty feet (20') in width adjoining the proposed right-of-way (120' width) of Rock Prairie Road and being more particularly described as follows;

Beginning at a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said Clark tract and that 2.00 acre tract conveyed to Houston White by deed recorded in Volume 1249, Page 612 of the Official Public Records of Brazos County, Texas, S 12° 44' 40" W – 29.46 feet from a ¾" iron rod (bent) found at the common corner of the said Clark and White tracts in the existing prescriptive right-of-way line of Rock Prairie Road;

Thence S 77° 01' 02" E – 398.18 feet through the said Clark tract along the proposed right-of-way line of Rock Prairie Road to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said Clark tract and that 19.69 acre tract conveyed to Eugene Savage by deed recorded in Volume 4198, Page 108 of the Official Public Records of Brazos County, Texas, from where a 5" fence corner post (a ½" iron rod was found here in 1984) bears N 23° 06' 54" E – 29.77 feet at the common corner of the said Clark tract and the said Savage tract in the existing prescriptive right-of-way line of Rock Prairie Road;

Thence S 23° 06' 54" W – 20.32 feet along the line between the said Clark tract and the said Savage tract to the southeast corner of this tract;

Thence N 77° 01' 02" W – 394.52 feet through the said Clark tract to the line between the said Clark tract and the said White tract at the southwest corner of this tract;

Thence N 12° 44' 40" E – 20.00 feet along the line between the said Clark tract and the said White tract to the Point of Beginning and containing 0.182 acres of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N 89° 35' 06" W).

See attached survey plat dated December 2006.

Carter Lake
Development Corporation
(rem. of) 210.92 acres
Vol. 250, Pg. 330

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

December 2006

Lot 1, Block One



Carter Lake Acres
Vol. 2517, Pg. 177

Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.

Carter Lake
Home Owners Corporation
3.57 acres - Harris Drive
Vol. 2414, Pg. 20

existing aerial powerline - BTU

R.O.W. Dedicated by Plat
Vol. 2517, Pg. 177

Proposed 120' R.O.W.

Rock Prairie Road East

existing 20' Utility Easement
Vol. 747, Pg. 837

chain-link fences

S 77°01'02"E - 398.18'

existing aerial powerline - CS

N 77°01'02"W - 394.52'

5' fence corner post here in 1984

3/4" IR found

1/2" IR set

20.00'

N 12°44'40"E

S 12°44'40"W - 541.97'

existing aerial powerline - CS

Note:
This east corner of this house (walls) is 2 feet outside of the proposed 20' easement line, but the roof corner is closer.

Proposed 20' Easement
0.182 acres

Archie P. Clark
19.61 acres
Vol. 561, Pg. 28

Houston White
2.00 acres
Vol. 1249, Pg. 612

S 23°06'54"W - 20.32'

barbed-wire fence

550.7' to fence angle point

1/2" IR cap set

Eugene Savage
19.69 acres
Vol. 4198, Pg. 108

Note:
This proposed 20' easement is contiguous to the proposed 120' wide Right-of-Way line. See separate R.O.W. Parcel plat.

Proposed 20' Easement
Clark Tract
Thomas Caruthers League A-9
College Station, Texas

DRAFT

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Rock Prairie Road
Proposed 20' Easement
Savage Tract
Thomas Caruthers League
College Station, Texas
29 December 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 19.69 acre tract conveyed to Eugene Savage by deed recorded in Volume 4198, Page 108 of the Official Public Records of Brazos County, Texas, being an easement twenty feet (20') in width adjoining the proposed right-of-way (120' width) of Rock Prairie Road and being more particularly described as follows;

Beginning at a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said Savage tract and that 19.61 acre tract conveyed to Archie P. Clark by deed recorded in Volume 561, Page 28 of the Deed Records of Brazos County, Texas, from where a 5" fence corner post (a ½" iron rod was found here in 1984) bears N 23° 06' 54" E – 29.77 feet at the common corner of the said Clark tract and the said Savage tract in the existing prescriptive right-of-way line of Rock Prairie Road;

Thence S 77° 01' 02" E – 396.75 feet through the said Savage tract along the proposed right-of-way line of Rock Prairie Road to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said Savage tract and that 66.32 acre tract conveyed to the City of College Station by deed recorded in Volume 4480, Page 135 of the Official Public Records of Brazos County, Texas, from which a ½" iron rod was found N 36° 34' 45" E – 29.92 feet at a cross-tie fence corner at the common corner of the said Savage Tract and the said City of College Station tract in the prescriptive right-of-way line of Rock Prairie Road;

Thence S 36° 34' 45" W – 21.82 feet along the line between the said Savage tract and the said City of College Station tract to the southeast corner of this tract;

Thence N 77° 01' 02" W – 391.59 feet through the said Savage tract to the line between the said Savage tract and the said Clark tract at the southwest corner of this tract;

Thence N 23° 06' 54" E – 20.32 feet along the line between the said Savage tract and the said Clark tract to the Point of Beginning and containing 0.181 acres of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N 89° 35' 06" W).

See attached survey plat dated December 2006.

Lot 1, Block One
Carter Lake Acres
Vol. 2517, Pg. 177

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Robert R. Poling
et ux, Lauren K. Poling
4.24 acres
Vol. 1326, Pg. 264

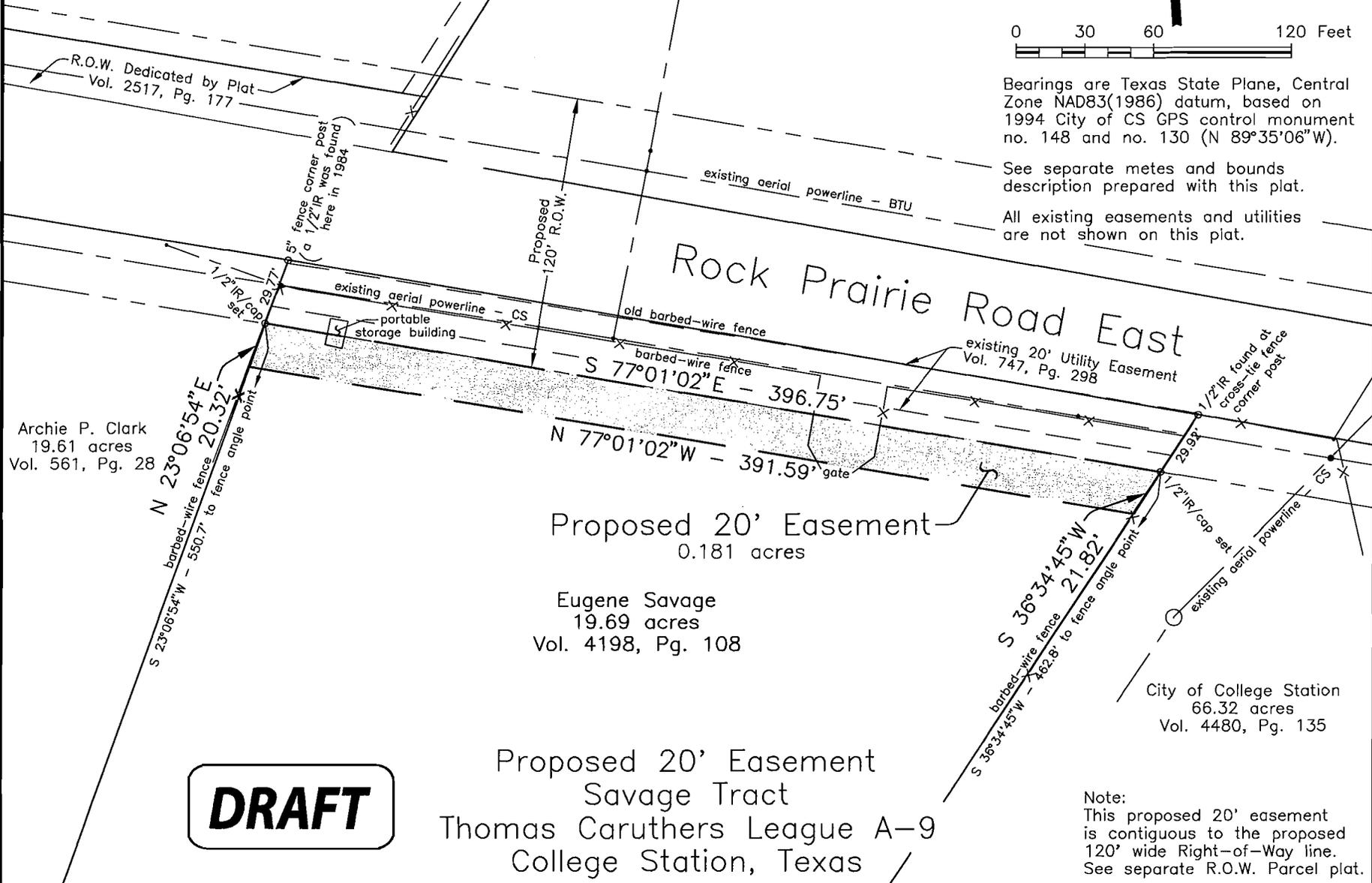
December 2006



Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.



DRAFT

Proposed 20' Easement
Savage Tract
Thomas Caruthers League A-9
College Station, Texas

Note:
This proposed 20' easement is contiguous to the proposed 120' wide Right-of-Way line. See separate R.O.W. Parcel plat.

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Rock Prairie Road
Proposed 20' Easement
Poling Tract
Thomas Caruthers League
College Station, Texas
30 December 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 4.24 tract conveyed to Robert R. Poling et ux, Lauren K. Poling by deed recorded in Volume 1326, Page 264 of the Official Public Records of Brazos County, Texas, being a strip of land lying along and adjoining the proposed right-of-way (120' width) of Rock Prairie Road and being more particularly described as follows;

Beginning at a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the southeast line of the said Poling tract and the northwest line of Bradley Road from which a 5/8" iron rod with a plastic cap stamped "Kerr RPLS 4502" was found S 35° 51' 03" W – 45.28 feet at the most southerly corner of the said Poling tract at the intersection of the northwest line of Bradley Road and the northeast prescriptive right-of-way line of Rock Prairie Road.

Thence N 77° 01' 02" W – 452.93 feet through the said Poling tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the southwest corner of this tract in the southeast line of Lot 1 Block One of Carter Lake Acres addition as described by plat recorded in Volume 2517, Page 177 of the Official Public Records of Brazos County, Texas, from which a ½" iron rod with a plastic cap stamped "M.McClure RPLS 2859" was found S 35° 50' 32" W – 11.02 feet at the most southerly corner of the said Lot 1 Block One Carter Lake Acres addition;

Thence N 35° 50' 32" E – 21.70 feet along the line between the said Poling tract and the said Lot 1 to the northwest corner of this tract;

Thence S 77° 01' 02" E – 452.93 feet through the said Poling tract to the northeast corner of this tract in the northwest line of Bradley Road;

Thence S 35° 51' 03" W – 21.71 feet along the line between the said Poling tract and Bradley Road to the Point of Beginning and containing 0.208 acres of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N 89° 35' 06" W).

See attached survey plat dated December 2006.

Joe Orr, Inc.
Surveyors & Engineers
 2167 Post Oak Circle
 College Station, TX 77845
 (979) 690-3378

December 2006



Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.

Robert R. Poling
 et ux, Lauren K. Poling
 4.24 acres
 Vol. 1326, Pg. 264

Proposed 20' Easement
 0.208 acres

S 77°01'02"E - 452.93'

N 77°01'02"W - 452.93'

S 35°51'03"W
 21.71'

Rock Prairie Road East

this powerline is covered by
 a 20' Powerline Easement
 in Vol. 98, Pg. 81 (Bryan)

Lot 1, Block One

Carter Lake Acres
 Vol. 2517, Pg. 177

barbed-wire fence
 2.5'± NW of
 1/2" IR/cap found
 M. McClure found
 S 35°50'32"W - 285g±
 from 1/2" IR/cap set
 10' P.U.E. - Vol. 2517, Pg. 177 (plat)

R.O.W. Dedicated by Plat
 Vol. 2517, Pg. 177

Proposed
 120' R.O.W.

Eugene Savage
 19.69 acres
 Vol. 4198, Pg. 108

DRAFT

Note:
 This proposed 20' easement
 is contiguous to the proposed
 120' wide Right-of-Way line.
 See separate R.O.W. Parcel plat.

Proposed 20' Easement
 Poling Tract
 Thomas Caruthers League A-9
 College Station, Texas

City of College Station
 66.32 acres
 Vol. 4480, Pg. 135

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Rock Prairie Road
Proposed 20' Easement
Lot 1 Block One Carter Lake Acres
Thomas Caruthers League
College Station, Texas
30 December 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of Lot 1 Block One Carter Lake Acres as described by plat recorded in Volume 2517, Page 177 of the Official Public Records of Brazos County, Texas, being a strip of land lying along and adjoining the proposed right-of-way (120' width) of Rock Prairie Road and being more particularly described as follows;

Beginning at a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said Lot 1 and that 4.24 acre tract conveyed to Robert R. Poling et ux, Lauren K. Poling by deed recorded in Volume 1326, Page 264 of the Official Public Records of Brazos County, Texas, from which a ½" iron rod with a plastic cap stamped "M. McClure RPLS 2859" was found at the most southerly corner of the said Lot 1 and a ½" iron rod was found S 35° 50' 32" W – 39.10 feet at the southwest corner of the said Poling tract.

Thence N 77° 01' 02" W – 452.98 feet through the said Lot 1 to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the southwest corner of this tract in the southeast line of Harris Drive;

Thence N 35° 50' 32" E – 21.70 feet along the southeast line of Harris Drive to the northwest corner of this tract;

Thence S 77° 01' 02" E – 452.98 feet through the said Lot 1 to the northeast corner of this tract in the northwest line of the said Poling tract;

Thence S 35° 50' 32" W – 21.70 feet along the line between the said Poling tract and the said Lot 1 to the Point of Beginning and containing 0.208 acres of land more or less.

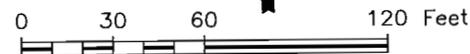
Bearings are Texas State Plane, Central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N 89° 35' 06" W).

See attached survey plat dated December 2006.

Joe Orr, Inc.
Surveyors & Engineers
 2167 Post Oak Circle
 College Station, TX 77845
 (979) 690-3378

Lot 2

December 2006



Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.

Robert R. Poling et ux,
 Lauren K. Poling
 4.24 acres - Vol. 1326, Pg. 264

Lot 1, Block One

Carter Lake Acres
 Vol. 2517, Pg. 177

Proposed 20' Easement
 0.208 acres

S 77°01'02"E - 452.98'

N 77°01'02"W - 452.98'

Rock Prairie Road East

R.O.W. Dedicated by Plat
 Vol. 2517, Pg. 177

Proposed 120' R.O.W.

this powerline is covered by a 20' Powerline Easement in Vol. 98, Pg. 81 (Bryan)

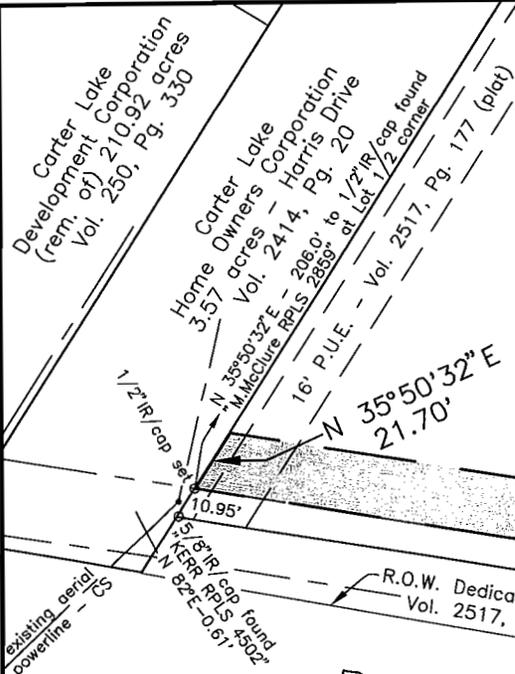
Archie P. Clark
 19.61 acres
 Vol. 561, Pg. 28

DRAFT

Proposed 20' Easement
 Lot 1, Block One - Carter Lake Acres
 Thomas Caruthers League A-9
 College Station, Texas /

Eugene Savage
 19.69 acres
 Vol. 4198, Pg. 108

Note:
 This proposed 20' easement is contiguous to the proposed 120' wide Right-of-Way line. See separate R.O.W. Parcel plat.



Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Rock Prairie Road
Proposed 20' Easement
Carter Lake Development Corporation
Thomas Caruthers League
College Station, Texas
30 December 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 210.92 acre tract conveyed to the Carter Lake Development Corporation by deed recorded in Volume 250, Page 330 of the Deed Records of Brazos County, Texas, being a strip of land lying along and adjoining the proposed right-of-way (120' width) of Rock Prairie Road and being more particularly described as follows;

Beginning at a ½" iron rod with an orange plastic cap stamped "H.P. Mayo 5045" set in the northwest line of that 3.57 acre tract conveyed to Carter Lake Home Owners Corporation by deed recorded in Volume 2414 Page 20 of the Official Public Records of Brazos County, Texas, designated as Harris Drive by plat recorded in Volume 292, Page 607 of the Deed Records of Brazos County, Texas, N 35° 51' 21" E – 31.70 feet from the north line of the existing prescriptive right-of-way of Rock Prairie Road.

Thence N 77° 01' 02" W – 17.09 feet through the said Carter Lake Development Corporation tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at an angle point;

Thence N 82° 02' 02" W – 260.53 feet through the said Carter Lake Development Corporation tract and the north line of the proposed 120' wide right-of-way of Rock Prairie Road to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the southeast line of that 4.45 acre tract conveyed to Lawrence Craig Wolken and wife, Olivia Gay Wolken by deed recorded in Volume 401, Page 689 of the Deed Records of Brazos County, Texas, N 21° 57' 18" E – 31.56 feet from a 3/8" iron rod found at the southeast corner of the said Wolken tract;

Thence N 21° 57' 18" E – 20.61 feet along the southeast line of the said Wolken tract to the northwest corner of this tract;

Thence S 82° 02' 02" E – 256.43 feet through the said Carter Lake Development Corporation tract to an angle point;

Thence S 77° 01' 02" E – 26.40 feet continuing through the said Carter Lake Development Corporation tract to the northwest line of Harris Drive;

Thence S 35° 51' 21" W – 21.71 feet along the northwest line of Harris Drive to the Point of Beginning and containing 0.129 acres of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N 89° 35' 06" W).

See attached survey plat dated December 2006.

DRAFT

Joe Orr, Inc.
 Surveyors & Engineers
 2167 Post Oak Circle
 College Station, TX 77845
 (979) 690-3378

Carter Lake
 Development Corporation
 (rem. of) 210.92 acres
 Vol. 250, Pg. 330

Block 10 Carter Lake Subdivision
 Section Four
 Vol. 292, Pg. 607

Jack P. Friedman
 26.25 acres
 Vol. 1102, Pg. 592

Lawrence Craig Wolken
 and wife,
 Olivia Gay Wolken
 4.45 acres
 Vol. 401, Pg. 689

N 21°57'18"E - 305.71' to 5/8" IR/cap found
 at Lot 1/2 corner
 barbed-wire fence

Proposed 20' Easement
 0.129 acres

S 82°02'02"E - 256.43'
 S 77°01'02"E - 26.40'
 N 82°02'02"W - 260.53'

5/8" IR/cap found to
 "KERR RPLS 4502"
 N 35°51'21"E - 272.4' to 1/2" IR found
 N 35°38'16"E - 169.44' to 5/8" IR/cap
 existing aerial powerline - BTU
 60' Access & Utility Easement - BTU
 Vol. 292, Pg. 607 (plat)
 Home Owners - Corporation
 Carter Lake
 3.57 acres - Harris Drive
 Vol. 2414, Pg. 20
 16' P.U.E. - Vol. 2517, Pg. 177 (plat)

Lot 1, Block One
 Carter Lake Acres
 Vol. 2517, Pg. 177

Wellborn
 Special Utility District
 0.06 ac. - Tract 3
 Vol. 3991, Pg. 197

1/2" IR/cap set
 31.56'
 5/8" IR
 found

Proposed
 120' R.O.W.

existing aerial powerline - BTU

this powerline is covered by
 a 20' Powerline Easement
 in Vol. 98, Pg. 81 (Bryan)

1/2" IR/cap set
 31.70'
 1/2" IR/cap set

existing 10' Powerline Easement
 Vol. 806, Pg. 35
 R.O.W. Dedicated by Plat
 Vol. 2517, Pg. 177

Rock/Prairie Road East

existing aerial powerline - CS
 Regina L. Jamieson
 2.996 acres
 Vol. 1199, Pg. 418

Houston White
 2.00 acres
 Vol. 1249, Pg. 612

December 2006

0 30 60 120 Feet

Bearings are Texas State Plane, Central
 Zone NAD83(1986) datum, based on
 1994 City of CS GPS control monument
 no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds
 description prepared with this plat.

All existing easements and utilities
 are not shown on this plat.

Proposed 20' Easement
 Carter Lake Development Corp. Tract
 Thomas Caruthers League A-9
 College Station, Texas

DRAFT

Archie P. Clark
 19.61 acres
 Vol. 561, Pg. 28

Note:
 This proposed 20' easement
 is contiguous to the proposed
 120' wide Right-of-Way line.
 See separate R.O.W. Parcel plat.

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Rock Prairie Road
Proposed 20' Easement
Wolken Tract
Thomas Caruthers League
College Station, Texas
30 December 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 4.45 acre tract conveyed to Lawrence Craig Wolken and wife, Olivia Gay Wolken by deed recorded in Volume 401, Page 689 of the Deed Records of Brazos County, Texas, being a strip of land lying along and adjoining the proposed 120' wide right-of-way of Rock Prairie Road and being more particularly described as follows;

Beginning at a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the southeast line of the said Wolken tract N 21° 57' 18" E – 31.56 feet from a 3/8" iron rod found at the southeast corner of the said Wolken tract in the north line of the existing prescriptive right-of-way line of Rock Prairie Road.

Thence N 82° 02' 02" W – 60.47 feet through the said Wolken tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the southeast line of that 0.06 acre tract conveyed to Wellborn Special Utility District by deed recorded in Volume 3991, Page 197 of the Official Public Records of Brazos County, Texas;

Thence N 20° 50' 13" E – 18.34 feet along the southeast line of the said Wellborn Special Utility District tract to the northeast corner of same;

Thence N 82° 16' 06" W – 50.00 feet along the northeast line of the said Wellborn Special Utility District tract to the northwest corner of same in the southeast line of that 26.25 acre tract conveyed to Jack P. Friedman by deed recorded in Volume 1102, page 592 of the Official Records of Brazos County, Texas, from which a ½" iron rod was found S 20° 50' 13" W – 50.00 feet at the common corner of the said Friedman and Wellborn Special Utility District tracts in the northeast line of the existing prescriptive right-of-way of Rock Prairie Road;

Thence N 20° 50' 13" E – 2.39 feet along the line between the said Wolken tract and the said Friedman tract to the northwest corner of this tract;

Thence S 82° 02' 02" E – 110.84 feet through the said Wolken tract to the southeast line of same;

Thence S 21° 57' 18" W – 20.61 feet along the southeast line of the said Wolken tract to the Point of Beginning and containing 1325 square feet of land more or less.

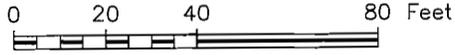
Bearings are Texas State Plane, Central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N 89° 35' 06" W).

See attached survey plat dated December 2006.

DRAFT

Joe Orr, Inc.
Surveyors & Engineers
 2167 Post Oak Circle
 College Station, TX 77845
 (979) 690-3378

December 2006



Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.

Note:
 This proposed 20' easement is contiguous to the proposed 120' wide Right-of-Way line. See separate R.O.W. Parcel plat.

Lawrence Craig Wolken and wife,
 Olivia Gay Wolken
 4.45 acres
 Vol. 401, Pg. 689

Proposed Easement
 1,325 sq. ft.

Carter Lake Development Corporation
 (rem. of) 210.92 acres
 Vol. 250, Pg. 330

Jack P. Friedman
 26.25 acres
 Vol. 1102, Pg. 592

Wellborn Special Utility District
 0.06 ac. - Tract 3
 Vol. 3991, Pg. 197

N 20°50'13"E
 2.39'

S 82°02'02"E - 110.84'

barbed-wire fence

N 21°57'18"E - 305.71' to 5/8" IR/cap found
 4502' at Lot 1/2 corner
 barbed-wire fence

S 21°57'18"W
 20.61'

50.00'

N 82°16'06"W

60.47'

N 82°02'02"W

N 20°50'13"E

31.66' set

50.00'

N 82°16'06"W

N 20°50'13"E

31.56'

5/8" IR found

1/2" IR found

1/2" IR/cap set

existing aerial powerline - BTU

this powerline is covered by a 20' Powerline Easement in Vol. 98, Pg. 81 (Bryan)

1/2" IR found

existing aerial powerline - CS

Proposed 120' R.O.W.

Rock Prairie Road East

Hoyett Taylor, Jr.
 and Charlene Taylor
 14 acres
 Vol. 235, Pg. 194

Regina L. Jamieson
 2.996 acres
 Vol. 1199, Pg. 418

Proposed 20' Easement
 Wolken Tract
 Thomas Caruthers League A-9
 College Station, Texas

DRAFT

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Rock Prairie Road
Proposed Utility Easement
Wellborn Special Utility District
Thomas Caruthers League
College Station, Texas
30 December 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 0.06 acre "tract 3" conveyed to Wellborn Special Utility District by deed recorded in Volume 3991, Page 197 of the Official Public Records of Brazos County, Texas, being a strip of land lying along and adjoining the proposed 120' wide right-of-way of Rock Prairie Road and being more particularly described as follows;

Beginning at a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said Wellborn Special Utility District tract and that 4.45 acre tract conveyed to Lawrence Craig Wolken and wife, Olivia Gay Wolken by deed recorded in Volume 401, Page 1689 of the Deed Records of Brazos County, Texas, N 20° 50' 13" E – 31.66 feet from the common corner of the said Wolken tract and the said Wellborn Special Utility District tract in the north line of the existing prescriptive right-of-way line of Rock Prairie Road.

Thence N 82° 02' 02" W – 49.95 feet along the proposed 120' wide right-of-way line of Rock Prairie Road through the said Wellborn Special Utility District to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said Wellborn Special Utility District tract and that 26.25 acre tract conveyed to Jack P. Friedman by deed recorded in Volume 1102, Page 592 of the Official Records of Brazos County, Texas, N 20° 50' 13" E – 31.87 feet from a ½" iron rod found at the common corner of said Friedman tract and said Wellborn Special Utility District tract in the north line of the existing prescriptive right-of-way of Rock Prairie Road;

Thence N 20° 15' 13" E – 18.13 feet along the line between the said Wellborn Special Utility District tract and the said Friedman tract to the northwest corner of the said Wellborn Special Utility District tract;

Thence S 82° 02' 02" E – 50.00 feet along the northeast line of the said Wellborn Special Utility District tract to the northeast corner of same;

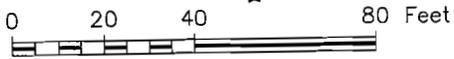
Thence S 20° 50' 13" W – 18.34 feet along the southeast line of the said Wellborn Special Utility District tract to the Point of Beginning and containing 888 square feet of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N 89° 35' 06" W).

See attached survey plat dated December 2006.

Joe Orr, Inc.
Surveyors & Engineers
 2167 Post Oak Circle
 College Station, TX 77845
 (979) 690-3378

December 2006



Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.

Note:
 This proposed easement is contiguous to the proposed 120' wide Right-of-Way line. See separate R.O.W. Parcel plat.

Lawrence Craig Wolken and wife,
 Olivia Gay Wolken
 4.45 acres
 Vol. 401, Pg. 689

Carter Lake Development Corporation
 (rem. of) 210.92 acres
 Vol. 250, Pg. 330

Jack P. Friedman
 26.25 acres
 Vol. 1102, Pg. 592

Proposed Easement
 888 sq. ft.

N 20°50'13"E
 18.13'

S 82°16'06"E
 50.00'

S 20°50'13"W
 18.34'

49.95'

1/2" IR/cap set
 31.87'
 chain-link fence

1/2" IR/cap set
 31.87'

1/2" IR found
 50.00'

S 82°16'06"E

59.90' existing aerial powerline - BTU
 S 82°16'06"E
 3/8" IR found

Wellborn
 Special Utility District
 0.06 ac. - Tract 3
 Vol. 3991, Pg. 197

this powerline is covered by a 20' Powerline Easement in Vol. 98, Pg. 81 (Bryan)
Rock Prairie Road East

Proposed 120' R.O.W.

existing aerial powerline - CS

Hoyett Taylor, Jr.
 and Charlene Taylor
 14 acres
 Vol. 235, Pg. 194

Regina L. Jamieson
 2.996 acres
 Vol. 1199, Pg. 418

Proposed Easement
 Wellborn S.U.D. Tract
 Thomas Caruthers League A-9
 College Station, Texas

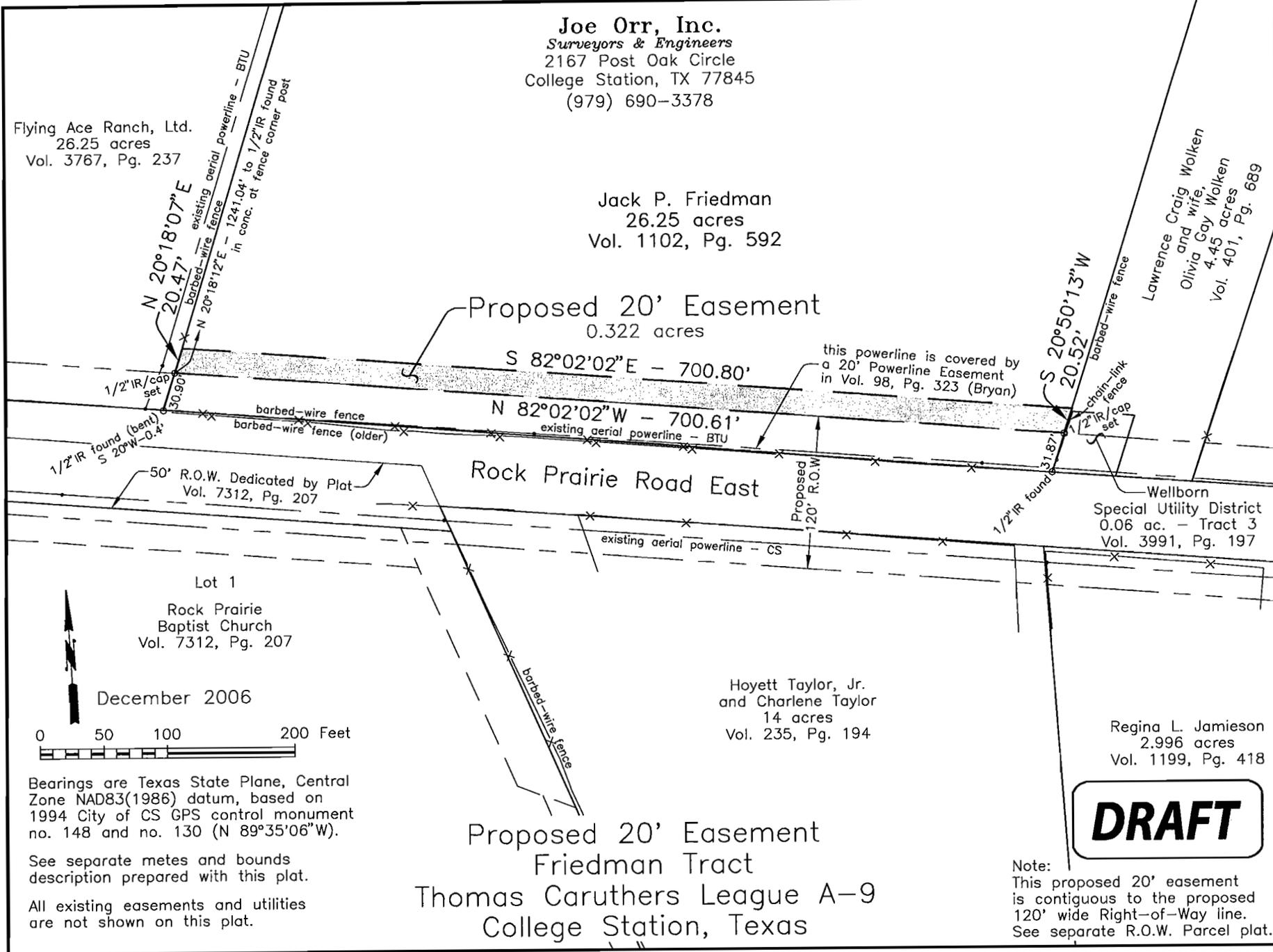
DRAFT

Joe Orr, Inc.
Surveyors & Engineers
 2167 Post Oak Circle
 College Station, TX 77845
 (979) 690-3378

Flying Ace Ranch, Ltd.
 26.25 acres
 Vol. 3767, Pg. 237

Jack P. Friedman
 26.25 acres
 Vol. 1102, Pg. 592

Lawrence Craig Walken
 and wife,
 Olivia Gay Walken
 4.45 acres
 Vol. 401, Pg. 689



DRAFT

Note:
 This proposed 20' easement is contiguous to the proposed 120' wide Right-of-Way line. See separate R.O.W. Parcel plat.

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Rock Prairie Road
Proposed 20' Easement
Friedman Tract
Thomas Caruthers League
College Station, Texas
30 December 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 26.25 acre tract conveyed to Jack P. Friedman by deed recorded in Volume 1102, Page 592 of the Official Records of Brazos County, Texas, being a strip of land lying along and adjoining the proposed 120' wide right-of-way of Rock Prairie Road and being more particularly described as follows;

Beginning at a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said Friedman tract and that 0.06 acre tract conveyed to Wellborn Special Utility District by deed recorded in Volume 3991, Page 197 of the Official Public Records of Brazos County, Texas, N 20° 50' 13" E – 31.87 feet from a ½" iron rod found at the common corner of said tracts in the north line of the existing prescriptive right-of-way of Rock Prairie Road.

Thence N 82° 02' 02" W – 700.61 feet along the proposed 120 wide right-of-way line of Rock Prairie Road through the said Friedman tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at the southwest corner of this tract in the line between the said Friedman tract and that 26.25 acre tract conveyed to Flying Ace Ranch, Ltd. by deed recorded in Volume 3767, Page 237 of the Official Public Records of Brazos County, Texas;

Thence N 20° 18' 07" E – 20.47 feet along the line between the said Flying Ace Ranch tract and the said Friedman tract to the northwest corner of this tract;

Thence S 82° 02' 02" E – 700.80 feet through the said Friedman tract to the line between the said Friedman tract and that 4.45 acre tract conveyed to Lawrence Craig Wolken and wife, Olivia Gay Wolken by deed recorded in Volume 401, Page 689 of the Deed Records of Brazos County, Texas;

Thence S 20° 50' 13" W – 20.52 feet along the line between the said Friedman tract and the said Wolken and Wellborn S.U.D. tracts to the Point of Beginning and containing 0.322 acres of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N 89° 35' 06" W).

See attached survey plat dated December 2006.

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Rock Prairie Road
Proposed 20' Easement
Flying Ace Ranch, Ltd.
Thomas Caruthers League
College Station, Texas
30 December 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 26.25 acre tract conveyed to Flying Ace Ranch, Ltd. by deed recorded in Volume 3767, Page 237 of the Official Public Records of Brazos County, Texas, being a strip of land lying along and adjoining the proposed 120' wide right-of-way of Rock Prairie Road and being more particularly described as follows;

Beginning at a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said Flying Ace Ranch tract and that 26.25 acre tract conveyed to Jack P. Friedman by deed recorded in Volume 1102, Page 592 of the Official Records of Brazos County, Texas, N 20° 18' 07" E – 30.91 feet from the common corner of the said tracts in the north line of the existing prescriptive right-of-way of Rock Prairie Road.

Thence N 82° 02' 02" W – 381.99 feet along the proposed 120' wide right-of-way of Rock Prairie Road through the said Flying Ace Ranch tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at an angle point;

Thence N 84° 23' 02" W – 605.94 feet continuing along said proposed right-of-way line through the said Flying Ace Ranch tract to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said Flying Ace Ranch tract and that 26.25 acre tract conveyed to Dale W. Conrad and wife, Reba J. Conrad by deed recorded in Volume 460, Page 505 of the Deed Records of Brazos County, Texas, N 24° 22' 31" E – 31.68 feet from a ½" iron rod found at the common corner of the said tracts in the existing prescriptive right-of-way line of Rock Prairie Road;

Thence N 24° 22' 31" E – 21.12 feet along the line between the said Flying Ace Ranch tract and the said Conrad tract to the northwest corner of this tract;

Thence S 84° 23' 02" E – 599.56 feet through the said Flying Ace Ranch tract to an angle point;

Thence S 82° 02' 02" E – 386.78 feet continuing through the said Flying Ace Ranch tract to the line between the said Flying Ace Ranch tract and the said Friedman tract;

Thence S 20° 18' 07" W – 20.47 feet along the line between the said tracts to the Point of Beginning and containing 0.453 acres of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N 89° 35' 06" W).

See attached survey plat dated December 2006.

DRAFT

Joe Orr, Inc.
Surveyors & Engineers
 2167 Post Oak Circle
 College Station, TX 77845
 (979) 690-3378

Dale W. Conrad and
 wife, Reba J. Conrad
 26.25 acres
 Vol. 460, Pg. 505

Flying Ace Ranch, Ltd.
 26.25 acres
 Vol. 3767, Pg. 237

Jack P. Friedman
 26.25 acres
 Vol. 1102, Pg. 592

Proposed 120' R.O.W.
 existing aerial powerline - BTU
Rock Prairie Road East
 existing aerial powerline - GS
 Willis S. Ritchey
 11 acres
 Vol. 260, Pg. 466

this powerline is covered by
 a 20' Powerline Easement
 in Vol. 98, Pg. 323 (Bryan)

W.G. Ritchey and
 wife, Sybil D. Ritchey
 341.60 acres
 Vol. 237, Pg. 29

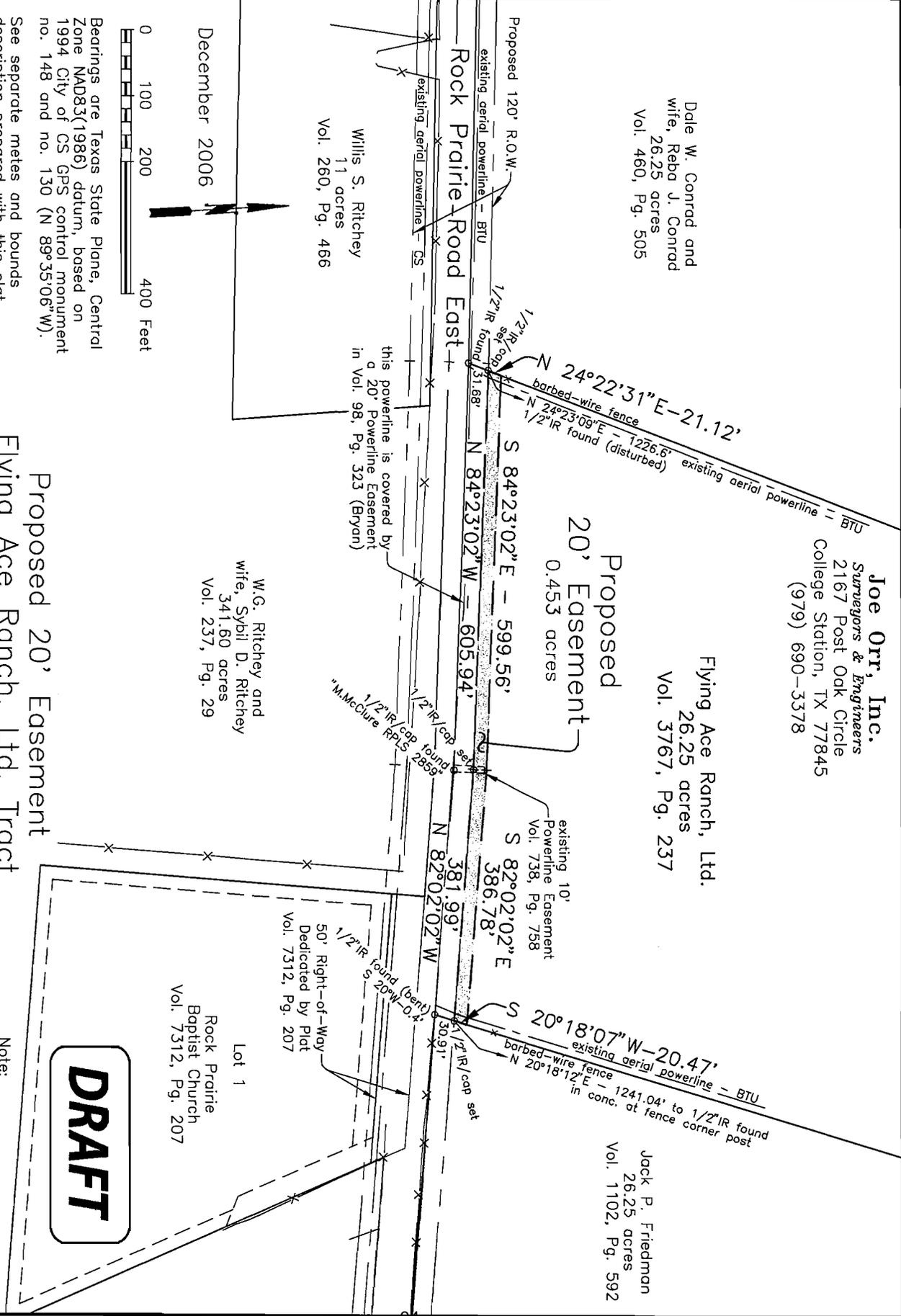
December 2006
 0 100 200 400 Feet
 Bearings are Texas State Plane, Central
 Zone NAD83(1986) datum, based on
 1994 City of CS GPS control monument
 no. 148 and no. 130 (N 89°35'06"W).

See separate metes and bounds
 description prepared with this plat.
 All existing easements and utilities
 are not shown on this plat.

Proposed 20' Easement
 Flying Ace Ranch, Ltd. Tract
 Thomas Caruthers League A-9
 College Station, Texas

DRAFT

Note:
 This proposed 20' easement
 is contiguous to the proposed
 120' wide Right-of-Way line.
 See separate R.O.W. Parcel plat.



Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Rock Prairie Road
Proposed 20' Easement
Conrad Tract
Thomas Caruthers League
College Station, Texas
30 December 2006

All that certain tract or parcel of land lying and being situated in the Thomas Caruthers League, Abstract No. 9, in College Station, Brazos County, Texas, being a part of that 26.25 acre tract conveyed to Dale W. Conrad and wife, Reba J. Conrad by deed recorded in Volume 460, Page 505 of the Deed Records of Brazos County, Texas, being a strip of land lying along and adjoining the proposed 120' wide right-of-way of Rock Prairie Road and being more particularly described as follows;

Beginning at a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the line between the said Conrad tract and that 26.25 acre tract conveyed to Flying Ace Ranch, Ltd. by deed recorded in Volume 3767, Page 237 of the Official Public Records of Brazos County, Texas, from which a ½" iron rod was found S 24° 22' 31" W – 31.68 feet at the common corner of the said Conrad tract and the said Flying Ace Ranch tract in the north line of the existing prescriptive right-of-way of Rock Prairie Road.

Thence N 84° 23' 02" W – 10.83 feet along the proposed 120' wide right-of-way of Rock Prairie Road to a ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set at an angle point;

Thence N 85° 02' 05" W – 1126.26 feet continuing along the proposed 120' wide right-of-way of Rock Prairie Road through the said Conrad tract to ½" iron rod with an orange plastic cap stamped "H.P. Mayo RPLS 5045" set in the southeast line of Bird Pond Road from which a ½" iron rod was found S 1° 59' 12" E – 32.39 feet at the southwest corner of the said Conrad tract in the north line of the existing prescriptive right-of-way of Rock Prairie Road;

Thence N 1° 59' 12" W – 12.88 feet along the southwest line of the said Conrad tract and the northeast line of Bird Pond Road to a ½" iron rod found (bent) at an angle point in the northeast line of Bird Pond Road;

Thence N 41° 16' 18" E - 8.96 feet continuing along the southeast line of Bird Pond Road to the northwest corner of this tract;

Thence S 85° 02' 05" E – 1122.63 feet through the said Conrad tract to at an angle point;

Thence S 84° 23' 02" E – 17.74 feet continuing through the said Conrad tract to the line between the said Conrad tract and the said Flying Ace Ranch tract;

Thence S 24° 22' 31" W – 21.12 feet along the line between the said Flying Ace Ranch tract and the said Conrad tract to the Point of Beginning and containing 0.524 acres of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 (1986) datum, based on 1994 City of College Station GPS monument nos. 148 and 130 (N 89° 35' 06" W).

See attached survey plat dated December 2006.

DRAFT

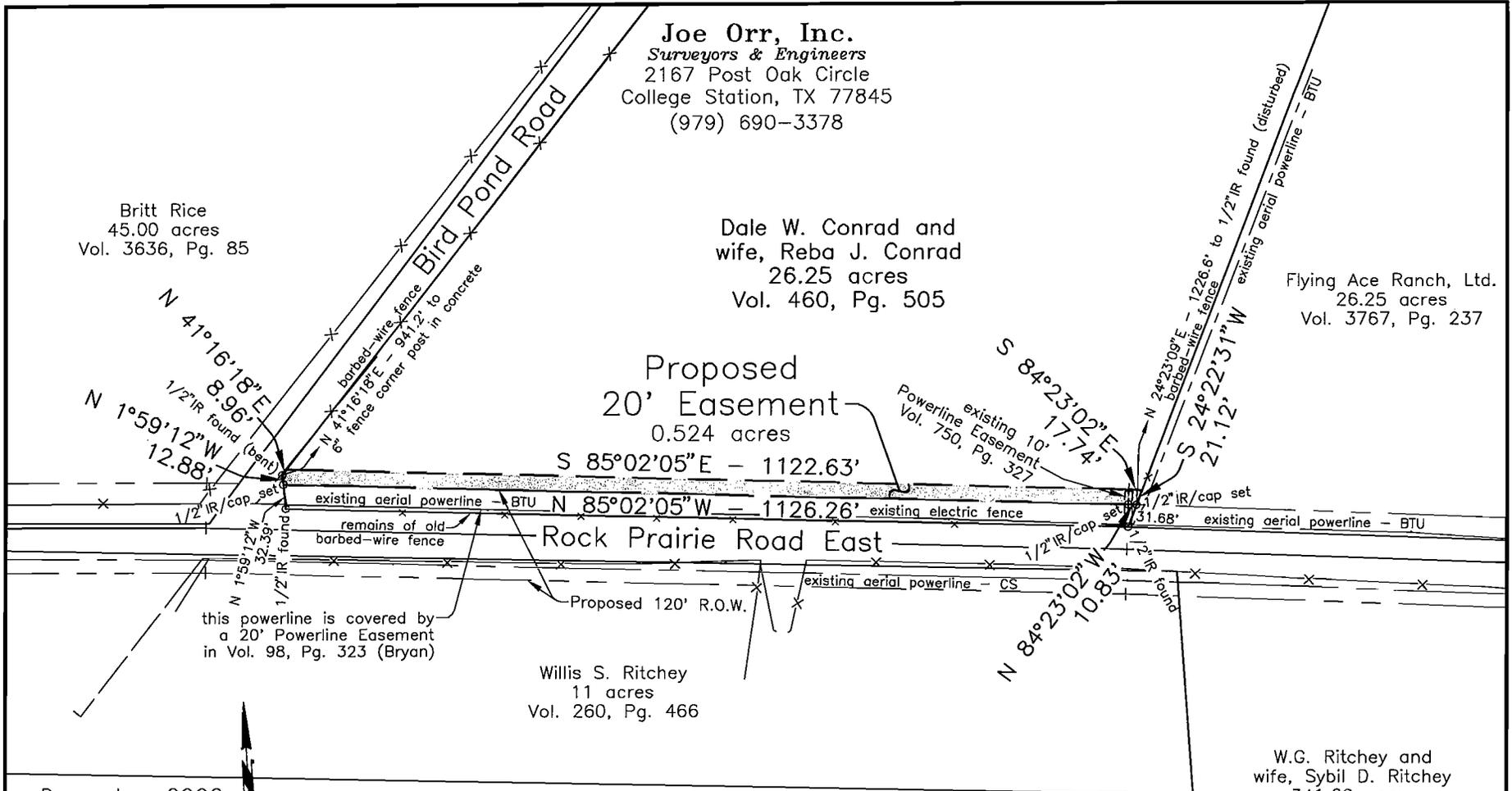
Joe Orr, Inc.
Surveyors & Engineers
 2167 Post Oak Circle
 College Station, TX 77845
 (979) 690-3378

Britt Rice
 45.00 acres
 Vol. 3636, Pg. 85

Dale W. Conrad and
 wife, Reba J. Conrad
 26.25 acres
 Vol. 460, Pg. 505

Flying Ace Ranch, Ltd.
 26.25 acres
 Vol. 3767, Pg. 237

Proposed
 20' Easement
 0.524 acres



Willis S. Ritchey
 11 acres
 Vol. 260, Pg. 466

W.G. Ritchey and
 wife, Sybil D. Ritchey
 341.60 acres
 Vol. 237, Pg. 29

December 2006

0 100 200 400 Feet

Bearings are Texas State Plane, Central Zone NAD83(1986) datum, based on 1994 City of CS GPS control monument no. 148 and no. 130 ($N 89^{\circ}35'06'' W$).

See separate metes and bounds description prepared with this plat.

All existing easements and utilities are not shown on this plat.

Proposed 20' Easement
 Conrad Tract
 Thomas Caruthers League A-9
 College Station, Texas

DRAFT

Note:
 This proposed 20' easement is contiguous to the proposed 120' wide Right-of-Way line. See separate R.O.W. Parcel plat.

Legend

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

Bird Pond Rd

Rock Prairie Rd

Harris Dr

Bradley Rd



0 300 600 1,200 Feet

1 inch equals 500 feet

The needs resolution for Rock Prairie Road Widening Design & ROW is for the purchase of ROW and Easements along the existing RPR from Bird Pond Road to approximately Bradley Road.

March 8, 2007
Consent Agenda
Temporary Addition or Removal of On-Street Parking

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, discussion, and possible action on consideration of an ordinance amending Chapter 4, "Business Regulations," of the Code of Ordinances of the City of College Station to allow the City Manager or his designee the ability to temporarily add or remove on-street parking as part of a special event and where safety is a concern.

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

Summary: This amendment to the Traffic Code does two things. Part allows the City Manager to authorize temporary addition or removal of on-street parking. The other cleans up the Traffic Code placing information into tables of information. Moving the information into the tables does not change the content.

By allowing the City Manager or his designee to temporarily (72 hours) add or remove on-street parking as part of a special event and where safety is a concern. Sometimes to ensure the safety of special event participants and citizens, on-street parking needs to be added or removed.

Where parking is temporarily prohibited, "No Parking" signs can be placed on temporary supports along the street and where parking is temporarily allowed, the existing "No Parking" signs can be temporarily covered.

This ordinance also cleans up the existing sections 4.E and 4.F by creating schedules that will identify areas where parking has been restricted. By using schedules to identify the parking restricted areas, the number of pages needed for these sections will be reduced by one-half. This method of organization has been successfully used in other sections of the Code of Ordinances, such as stop signs and school zones.

It is important to note the all of the ordinances including parking restrictions and Northgate Promenade Parking Lot Fees will remain unchanged if this ordinance is passed. The only change will be the addition of the Temporary No Parking Areas section, to allow the temporary addition or removal of on-street parking.

Budget & Financial Summary: The "No Parking" signs, temporary supports, and sign covers will be reused after each event and can be accounted for in the Public Works Traffic Operation budget.

Attachments:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 10, "Traffic Code", 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: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed liable for a civil offense and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than nor more than Five Hundred Dollars (\$500.00). Said Ordinance becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2007.

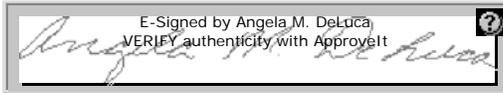
APPROVED:

RON SILVIA, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:

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

City Attorney

EXHIBIT "A"

That Chapter 10, "Traffic Code", Section 4.E "PARKING REGULATIONS FOR CERTAIN DESCRIBED AREAS" and Section 4F "NORTHGATE PROMENADE PARKING LOT FEES", of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by deleting the sections in their entirety and replacing the sections as set out hereafter to read as follows:

E. NO PARKING

(1) The City hereby designates certain areas to be controlled by NO PARKING HERE TO CORNER or NO PARKING ANYTIME SIGNS. The designated No Parking Here to Corner or No Parking Anytime locations for the City of College Station are described in the Traffic Control Device Inventory – Schedule XI (dated February 22, 2007) on file in the office of the City Secretary. This schedule is hereby adopted and incorporated in this Code as if set out at length herein. The schedule may be amended from time-to-time by ordinance of the City Council. A current schedule shall be maintained by the City Secretary at all times".

(2) The City Manager or his designee may temporarily allow on-street parking where parking is currently prohibited by City ordinance as part of a special event and/or where safety along the street is a concern. The existing No Parking Here to Corner or No Parking Anytime signs shall be removed or otherwise altered to provide such notice to citizens. Signs shall not be removed or otherwise altered for more than a consecutive 72 hour period.

F. TEMPORARY NO PARKING AREAS

The City Manager or his designee may temporarily remove on-street parking in an area where parking is not currently prohibited by City ordinance. The temporary No Parking sign shall conform with the Texas Manual on Uniform Traffic Control Devices, which is published by the Texas Department of Transportation. The temporary no parking sign may be placed as part of a special event and/or where safety along the street is a concern. The temporary sign shall not be erected for more than a consecutive 72 hour period.

G. TWO-HOUR PARKING 8:00 a.m.-5:00 p.m. MONDAY-FRIDAY

The City hereby designates certain areas as two hour parking. The designated Two Hour Parking locations for the City of College Station are described in the Traffic Control Device Inventory – Schedule XII (dated February 22, 2007) on file in the office of the City Secretary. This schedule is hereby adopted and incorporated in this Code as if set out at length herein. The schedule may be amended from time-to-time by ordinance of the City Council. A current Schedule shall be maintained by the City Secretary at all times".

H. NORTHGATE PROMENADE PARKING LOT FEES

(1) Fee Schedule. The following fees shall be charged for the use of a parking space in the Northgate Promenade Parking Lot, located at 310 Church Street:

- (a) Per hour fee Up to \$3.00 per hour
- (b) Special Event fee Up to \$25.00 per day
- (c) Game Day fee Up to \$25.00 per day

(2) Fee Schedule. The following fees shall be charged for the use of a parking space in the Northgate Parking Garage, located at 309 College Main:

- (a) Per hour fee Up to \$3.00 per hour
- (b) Maximum daily fee \$10.00 per day
- (c) Lost ticket fee \$10.00 per day
- (d) Special Event fee Up to \$25.00 per day
- (e) Game Day fee Up to \$25.00 per day

(3) Fee Schedule. The following fees shall be charged for the use of an on-street parking space provided by the City of College Station and adjacent to a parking meter anywhere in the Northgate area, generally located between South College on the East, Wellborn Road on the West, University Drive on the South and the City limit on the North.

- (a) Per hour fee Up to \$3.00 per hour
- (b) Special Event fee Up to \$25.00 per day
- (c) Game Day fee Up to \$25.00 per day

(4) Hours of Operation.

The parking lot and garage shall be open to the public and monitored Monday through Saturday from 6:00 a.m. until 2:00 a.m., and Sundays from 2:00 p.m. until 2:00 a.m.

(5) Exemptions.

- (a) A person may park a motor vehicle in the Northgate Promenade Parking Lot and the Northgate College Main Garage and is exempt from the above fees on Sundays between the hours of 7:00 a.m. and 2:00 p.m.
- (b) A person may park a motor vehicle in the Northgate Promenade Parking Lot and is exempt from the above fees if there is displayed on the vehicle valid disabled license plates or a valid disabled parking placard.

(6) Violations.

It shall be unlawful to fail to remove a motor vehicle from the Northgate Promenade Parking Lot by 4:00 a.m. each day.

It shall be unlawful to park in a space without paying the required fee into the meter for the space unless covered by an exemption listed above.

It shall be unlawful to park in the parking garage without paying the required fee prior to exiting the garage, unless covered by an exemption as listed above.

It shall be unlawful to park in such a manner that the vehicle prohibits the use of a adjacent designated parking space.

March 8, 2007
Consent Agenda
City Hall Site Development Contract

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action and discussion of a resolution awarding a consultant contract to Randall Scott Architects, Inc. for an amount not to exceed \$88,513.00 for the site planning and cost estimating services related to a city center site development plan and a cost estimate for a new city hall.

Recommendation(s): Staff recommends approval of the resolution awarding a consultant contract to Randall Scott Architects, Inc. for an amount not to exceed \$88,513.00.

Summary: On May 27th, 2006 Staff made a workshop presentation to Council regarding City office space needs and a proposal to develop a site plan for the remaining city owned property on Krenek Tap Road. At that meeting Council directed staff to move forward on a site development plan.

On December 12, 2006, four proposals were submitted in response to our RFQ. The rankings are as follows;

- 1) Randall Scott Architects - RSA ranks first because of their prior experience in city center planning, city hall designs and police station designs. The experience they have is the most on target for the work that we want done.
- 2) Brown Reynolds Watford - BRW has a lot of experience with us in our recent fire station designs and they are the architect doing the current PD renovation project. They are a fine firm. However, their proposal is not strong in the site planning area and they do not show any experience with a city hall project.
- 3) Arkitex Studio - Arkitex has also done projects for us in the past. They designed the Northgate Parking Garage, the Utility Customer Service building and the most recent renovation of our existing City Hall. Arkitex is a good architectural firm. Their proposal is weak in the area of site master planning and they have no new city halls in their portfolio.
- 4) Othon - Othon is an engineering firm. They have Natex Corporation Architects on their team. Othon did a good job on the design for the George Bush realignment project between Texas Avenue and Dominik Street. Their proposal listed several civil design projects that simply were not relevant to our project.

Budget & Financial Summary: This project is funded with 2003 General Obligation Bond Funds. Funds in the amount of \$150,000 are budgeted in the current fiscal year for a site development plan as well as development of project costs for a new city hall.

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 SITE DEVELOPMENT PLAN FOR THE NEW CITY HALL FOR COLLEGE STATION, TEXAS PROJECT.

WHEREAS, the City of College Station, Texas, solicited proposals for the design of a site development plan and cost estimate for a new city hall; and

WHEREAS, the selection of Randall Scott Architects, Inc. is being recommended as the most highly qualified provider of the site planning and cost estimating services; now, therefore,

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

PART 1: That the City Council hereby finds that Randall Scott Architects, Inc. is the most highly qualified provider of the services for a site development plan for the new city hall for College Station, Texas Project, on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with Randall Scott Architects, Inc. for an amount not to exceed Eighty-eight Thousand Five Hundred Thirteen Dollars and No Cents (\$88,513.00) for the site planning and cost estimating services related to the a site development plan for the new city hall for College Station, Texas Project.

PART 3: That the funding for this Contract shall be as budgeted from the 2003 General Obligation Bond Fund in the amount of \$88,513.00.

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

ADOPTED this _____ day of _____, A.D. 2007.

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:



City Attorney

March 8, 2007
Consent Agenda
Annual Agreement for Electric Meters

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on a bid award for an annual price agreement for the purchase of electric meters maintained in the electrical inventory. Estimated annual expenditures to Wesco are for \$78,660.00. Bid #07-53.

Recommendation(s): Recommend award to the lowest, responsible bidder meeting specifications (by line item) as follows with annual estimated expenditures totaling \$78,660.00.

WESCO \$ 78,660.00

Summary: These purchases will be made as needed during the term of the agreement. The electric meters are maintained in the electrical inventory and expensed as necessary. These meters are bought as needed and kept in stock for emergency purposes also. The term of agreement shall be for one year from date of award with up to two one year renewal options.

Budget & Financial Summary: Four (4) sealed, competitive bids were received and opened on February 8, 2007. Funds are budgeted and available in the Electrical Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

Attachments: Bid Tabulation #07-53

BID TABULATION FOR 07-53, ELECTRIC METERS

8-Feb-07

Item Description: Class 200 Meter

Item Number: 1

Vendor Company	Quantity	Unit Price	UOM	Subtotal	Notes
Wesco Distribution	2000	\$25.57	each	\$51,140.00	elster
Priester-Mell & Nicholson	2000	\$24.40	each	\$48,800.00	per mfg. std terms and conditions
Texas Meter & Device Company	2000	\$0.00	each	\$0.00	NO BID
Hughes Supply	2000	No Bid	each	No Bid	

Item Description: Class 320 Meter, with demand

Item Number: 2

Vendor Company	Quantity	Unit Price	UOM	Subtotal	Notes
Wesco Distribution	20	\$133.00	each	\$2,660.00	elster
Priester-Mell & Nicholson	20	\$146.00	each	\$2,920.00	per mfg. std. terms and conditions
Texas Meter & Device Company	20	\$216.00	each	\$4,320.00	LANDIS+GYR CAT#4E08000A-40
Hughes Supply	20	\$158.00	each	\$3,160.00	GE #784X200023

Item Description: Class 20 Meter, with demand

Item Number: 3

Vendor Company	Quantity	Unit Price	UOM	Subtotal	Notes
Wesco Distribution	80	\$137.00	each	\$10,960.00	elster
Priester-Mell & Nicholson	80	\$152.00	each	\$12,160.00	per mfg. std. terms and conditions
Texas Meter & Device Company	80	\$181.00	each	\$14,480.00	LANDIS+GYR CAT#4E00000A-00
Hughes Supply	80	\$158.00	each	\$12,640.00	GE #784X900001

Item Description: Class 200 Meter, with demand

Item Number: 4

Vendor Company	Quantity	Unit Price	UOM	Subtotal	Notes
Wesco Distribution	80	\$137.00	each	\$10,960.00	elster
Priester-Mell & Nicholson	80	\$152.00	each	\$12,160.00	per mfg. std. terms and conditions
Texas Meter & Device Company	80	\$181.00	each	\$14,480.00	LANDIS+GYR CAT# 4E0B000A-00
Hughes Supply	80	\$158.00	each	\$12,640.00	GE #784X400001

Item Description: Class 200 Meter, with demand

Item Number: 5

Vendor Company	Quantity	Unit Price	UOM	Subtotal	Notes
Wesco Distribution	20	\$147.00	each	\$2,940.00	elster
Priester-Mell & Nicholson	20	\$155.00	each	\$3,100.00	per mfg. std. terms and conditions
Texas Meter & Device Company	20	\$281.00	each	\$5,620.00	LANDIS+GYR CAT# 4H0A000A-00
Hughes Supply	20	\$158.00	each	\$3,160.00	GE #784X100001

Lowest approved vendor meeting specifications
 Does not meet specifications -
 Electronic meter, doesn't have resettable gears

WESCO Total \$78,660.00

**March 8, 2007
Consent Agenda
Annual Agreement for
Various Street Signs and Materials**

To: Glenn Brown, City Manager
From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on a bid award for the purchase of various street signs and materials maintained in inventory to Osburn Associates, Inc., for \$11,153.40; Custom Products Corp., for \$6,696.00; Nippon Carbide Industries for \$3,598.82 and Vulcan Signs for \$30,142.28 for total annual estimated expenditures of \$51,590.50. Bid #07-56.

Recommendation(s): Recommend award to the lowest, responsible bidders meeting specifications by line item as follows, with annual estimated expenditures totaling \$51,590.50.

I.	Osburn Associates, Inc.	\$11,153.40
II.	Custom Products Corp.	\$ 6,696.00
III.	Nippon Carbide Industries	\$ 3,598.82
IV.	Vulcan Signs	\$30,142.28
TOTAL		\$51,590.50

Summary: These purchases will be made as needed during the term of the agreement. The signs and sign materials are maintained in the fleet inventory and expensed as necessary. The term of agreement shall be for one year with up to two, one year renewal options.

Budget & Financial Summary: Eight (8) sealed, competitive bids were received and opened on February 16, 2007. Funds are budgeted and available in the Public Works-Traffic Signs budget.

Attachments: Bid Tabulation #07-56

ANNUAL BID FOR STREET SIGNS/POSTS
DEPARTMENT: PUBLIC WORKS--TRAFFIC DIV.
BID: #07-56

Item No.	Est. Quan.	Unit Meas.	Description	Hall Signs, Inc. Bloomington, IN Jenni Kabfleisch		Osburn Associates, Inc. Logan, Ohio Cheryl Donahue		Municipal Supply & Sign Naples, FL Nick Malnick		Custom Products Corp. Jackson, MS Heidi McGee		Nippon Carbide Indus. Santa Fe Springs, CA Maria Suarez		Vulcan Signs Foley, AL David B. Beviacqua		Allied Tube & Conduit Harvey, IL Teri Pinedo		Signs and Blanks, Inc. Akron, OH Matt Coddington	
				Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	100	EA	Alum Sign Blanks .080 x 24" x 18"	11.88	1,188.00	10.95	1,095.00	\$14.85	1,485.00	9.74	974.00	\$0.00	0.00	10.08	1,008.00		0.00		0.00
2	100	EA	Alum Sign Blanks .080 x 18" x 12"	5.98	598.00	5.48	548.00	\$7.45	745.00	5.14	514.00	\$0.00	0.00	5.56	556.00		0.00		0.00
3	100	EA	Alum Sign Blanks .080 x 30" x 24"	31.03	3,103.00	27.45	2,745.00	\$29.75	2,975.00	36.56	3,656.00	\$0.00	0.00	28.53	2,853.00		0.00		0.00
4	100	EA	Square Sign Blanks .080 x 30" x 30"	24.62	2,462.00	22.81	2,281.00	\$30.95	3,095.00	19.92	1,992.00	\$0.00	0.00	21.00	2,100.00		0.00		0.00
5	30	EA	Alum Sign Blanks .080 x 48" x 24"	31.60	948.00	29.20	876.00	\$39.60	1,188.00	25.50	765.00	\$0.00	0.00	26.88	806.40		0.00		0.00
6	200	RL	2.5" Die Cast Alum U sign clamp	2.49	498.00		0.00	\$2.95	590.00	3.38	676.00	\$0.00	0.00	2.48	496.00		0.00		0.00
7	10	EA	Sign "School Bus Stop Ahead".080x36"	75.53	755.30	71.10	711.00	\$80.55	805.50	68.64	686.40	\$0.00	0.00	56.69	566.90		0.00		0.00
8	100	EA	Sign "STOP" .080 x 30" x 30"	28.02	2,802.00	27.50	2,750.00	\$27.45	2,745.00	27.08	2,708.00	\$0.00	0.00	24.33	2,433.00		0.00		0.00
9	100	EA	Sign "NO PARKING ANYTIME".080x12"	5.93	593.00	5.48	548.00	\$7.45	745.00	5.94	594.00	\$0.00	0.00	5.56	556.00		0.00		0.00
10	20	EA	"NO PARKING THIS SIDE OF SIGN"	5.93	118.60	5.48	109.60	\$7.45	149.00	6.94	138.80	\$0.00	0.00	5.56	111.20		0.00		0.00
11	20	EA	"NO PKG STOPG STNDG ANYTIME"	5.93	118.60	5.48	109.60	\$7.45	149.00	6.94	138.80	\$0.00	0.00	5.56	111.20		0.00		0.00
12	30	EA	"NO PARKING HERE TO CORNER"	5.93	177.90	5.48	164.40	\$7.45	223.50	5.94	178.20	\$0.00	0.00	5.56	166.80		0.00		0.00
13	200	EA	Plaques "TOW AWAY ZONE".080x6"	2.27	454.00	1.83	366.00	\$2.50	500.00	2.64	528.00	\$0.00	0.00	2.46	492.00		0.00		0.00
14	300	EA	2 2/3" poz-loc sockets 27"		0.00		0.00	\$0.00	0.00	7.50	2,250.00	\$0.00	0.00	8.53	2,559.00		0.00		0.00
15	100	EA	"NO PARKING, BIKE LANE".080X12"	5.93	593.00	5.48	548.00	\$7.45	745.00	5.94	594.00	\$0.00	0.00	5.56	556.00		0.00		0.00
16	10	EA	Sign "STOP" .080 x 48" x 48"	75.02	750.20	70.40	704.00	\$70.25	702.50	68.69	686.90	\$0.00	0.00	62.08	620.80		0.00		0.00
17	50	EA	Sign "STOP" .080 x 30" x 30" Diamond	18.19	909.50	17.60	880.00	\$17.60	880.00	17.97	898.50	\$0.00	0.00	15.72	786.00		0.00		0.00
18	400	EA	Brackets, Cross, 1/8" Channel	4.09	1,636.00	4.75	1,900.00	\$4.75	1,900.00	4.02	1,608.00	\$0.00	0.00	3.82	1,528.00		0.00		0.00
19	500	EA	Brackets, Round Cap	4.30	2,150.00		0.00	\$4.95	2,475.00	4.16	2,080.00	\$0.00	0.00	3.97	1,985.00		0.00		0.00
20	50	EA	Universal Brackets for Extrude	3.69	184.50		0.00	\$4.50	225.00	4.02	201.00	\$0.00	0.00	4.77	238.50		0.00		0.00
21	400	EA	Posts, Round Brown, 12" x 2 3/8" OD 16		0.00		0.00		0.00	28.10	11,240.00	\$0.00	0.00	23.92	9,568.00	\$17.25	6,900.00		0.00
22	200	EA	Posts, Channel, Brown, 9", 2#/F 1		0.00		0.00		0.00	41.00	8,200.00	\$0.00	0.00	16.23	3,246.00	\$21.50	4,300.00		0.00
23	200	EA	Posts, Channel Brown, 10" 2#/F 1		0.00		0.00		0.00	45.08	9,016.00	\$0.00	0.00	17.86	3,572.00	\$23.75	4,750.00		0.00
24	400	EA	Posts, Channel Brown, 3", 2#/F 1		0.00		0.00		0.00	14.13	5,652.00	\$0.00	0.00	5.69	2,276.00	\$8.27	3,308.00		0.00
25	100	EA	Plates, Street Name, Extruded, 42"X9"	20.57	2,057.00	11.10	1,110.00	\$17.50	1,750.00	20.51	2,051.00	\$0.00	0.00	17.05	1,705.00		0.00		0.00
26	100	EA	Plates, Street Name, Extruded, 42"X6"	15.13	1,513.00	8.30	830.00	\$13.75	1,375.00	14.88	1,488.00	\$0.00	0.00	12.01	1,201.00		0.00		0.00
27	200	EA	Plates, Street Name, Extruded, 36"X6"	13.06	2,612.00	7.11	1,422.00	\$11.95	2,390.00	12.76	2,552.00	\$0.00	0.00	10.29	2,058.00		0.00		0.00
28	300	EA	Plates, Street Name, Extruded, 30"X6"	11.01	3,303.00	5.93	1,779.00	\$9.95	2,985.00	10.63	3,189.00	\$0.00	0.00	8.58	2,574.00		0.00		0.00
29	10	EA	Sign, .100 x 84" x 15"	54.51	545.10	45.76	457.60	\$52.25	522.50	48.20	482.00	\$0.00	0.00	45.47	454.70		0.00		0.00
30	10	EA	Sign, .100 x 72" x 15"	46.73	467.30	39.23	392.30	\$44.65	446.50	41.52	415.20	\$0.00	0.00	39.40	394.00		0.00		0.00
31	10	EA	Sign, .100 x 60" x 15"	38.94	389.40	32.69	326.90	\$37.25	372.50	34.75	347.50	\$0.00	0.00	33.33	333.30		0.00		0.00
32	25	EA	Sign Blanks, .080x24"x24" Diamond	10.53	263.25	9.80	245.00	\$12.20	305.00	10.60	265.00	\$0.00	0.00	10.12	253.00		0.00		0.00
33	50	EA	Bike Lane Sign, .080x30"x24"	18.62	931.00	18.25	912.50	\$24.75	1,237.50	19.26	963.00	\$0.00	0.00	16.80	840.00		0.00		0.00
34	50	EA	Bike Route, .080x24"x18"	11.42	571.00	10.95	547.50	\$14.85	742.50	11.00	550.00	\$0.00	0.00	10.08	504.00		0.00		0.00
35	25	EA	Left Turn Yield on Green Ball, .080x30"	43.96	1,099.00	38.25	956.25	\$49.75	1,243.75	38.80	970.00	\$0.00	0.00	36.35	908.75		0.00		0.00
36	20	EA	6"x50 yds 3M Scotchlite Reflective Wht	64.69	1,293.80	54.75	1,095.00	\$65.00	1,300.00	60.17	1,203.40	\$50.25	1,005.00	57.75	1,155.00		0.00		0.00
37	10	EA	9"x50 yds 3M Scotchlite Reflective Wht	97.04	970.40	82.13	821.30	\$97.50	975.00	90.25	902.50	\$75.37	753.70	86.63	866.30		0.00		0.00
38	1	EA	12"x50 yds 3M Scotchlite Reflective Wht	129.38	129.38	109.50	109.50	\$130.00	130.00	120.33	120.33	\$100.50	100.50	115.50	115.50		0.00		0.00
39	1	EA	9"x50 yds 3M Scotchlite Reflective Wht	617.35	617.35	500.63	500.63	\$577.50	577.50	491.48	491.48	\$448.87	448.87	466.88	466.88		0.00		0.00
40	2	EA	24"x50" yds 3M Scotchlite Reflective Wht	258.75	517.50	219.00	438.00	\$260.00	520.00	240.67	481.34	\$201.00	402.00	231.00	462.00		0.00		0.00
41	1	EA	30"x50 yds 3M Scotchlite Reflective Wht	323.44	323.44	273.75	273.75	\$325.00	325.00	300.84	300.84	\$251.25	251.25	288.75	288.75		0.00		0.00
42	2	EA	12"x50 yds 3M Scotcheal Mark Film, Blk	150.75	301.50	128.13	256.26	\$142.50	285.00	143.57	287.14	\$75.00	150.00	138.10	276.20		0.00		0.00
43	2	EA	24"x50 yds 3M Scotcheal Mark Film, Blk	274.09	548.18	232.98	465.96	\$258.87	517.74	261.04	522.08	\$150.00	300.00	251.09	502.18		0.00		0.00
44	1	EA	30"x50 yds 3M Scotcheal Mark Film, Blk	376.88	376.88	320.33	320.33	\$355.95	355.95	358.93	358.93	\$187.50	187.50	345.25	345.25		0.00		0.00
45	20	RL	4"x50 yds 3M Scotchlite Appl. Tape	40.00	800.00	32.00	640.00	\$35.00	700.00	37.65	753.00	\$20.00	400.00	12.76	255.20		0.00		0.00
46	10	RL	6"x50 yds 3M Scotchlite Appl. Tape	60.00	600.00	48.00	480.00	\$53.00	530.00	56.47	564.70	\$30.00	300.00	19.15	191.50		0.00		0.00
47	5	RL	9"x50 yds 3M Scotchlite Appl. Tape	90.00	450.00	72.00	360.00	\$83.00	415.00	84.71	423.55	\$45.00	225.00	31.93	159.65		0.00		0.00
48	1	RL	24"x50 yds 3M Scotchlite Appl. Tape	180.00	180.00	144.00	144.00	\$160.00	160.00	169.41	169.41	\$90.00	90.00	53.92	53.92		0.00		0.00
49	1	RL	4"x50 yds 3M Scotchlite Clear Tape	240.00	240.00	192.00	192.00	\$213.00	213.00	225.88	225.88	\$120.00	120.00	67.06	67.06		0.00		0.00
50	1	RL	6"x50 yds 3M Scotchlite Clear Tape	300.00	300.00	240.00	240.00	\$266.00	266.00	282.35	282.35	\$150.00	150.00	84.5	84.50		0.00		0.00

Grand Total Bid \$	\$ 41,439.08	\$ 31,651.38	\$ 42,962.94	\$ 76,335.23	\$ 4,883.82	\$ 55,707.44	\$ 19,258.00	\$ -
Prompt Payment Discount		2%						
Vendor Award Total \$		\$ 11,153.40		\$ 6,696.00	\$ 3,598.82	\$ 30,142.28		
Total Award \$--All Vendors	\$51,590.50							

Award Recommendation

March 8, 2007

Consent Agenda

Engineering Design Contract for Parallel Water Transmission Line Phase 3

To: Glenn Brown, City Manager

From: John Woody, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding a resolution to award engineering design contract 07-152 with Malcolm-Pirnie, Inc. in the amount of \$198,432 for design and construction management services for the Parallel Water Transmission Line phase 3.

Recommendation: Staff recommends Council approve this resolution.

Summary: As the City of College Station grows, additional water production capacity is essential. This project is required to complete a second, parallel water transmission line to move water 13 miles from the well field to the Dowling Road pump station. Two sections of this parallel line are already complete, and this project will construct the third and final phase, from State Highway 21 to Villa Maria Road.

This engineering design contract will provide the bid documents and construction management services for the final phase of the parallel water transmission line that we expect will add enough transmission line capacity to meet growing water demand for approximately the next 25 years.

Budget & Financial Summary: Funds are budgeted and available in the Water Capital Improvements Fund.

Attachments:
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 PARALLEL TRANSMISSION LINE PHASE 3 ENGINEERING DESIGN AND CONSTRUCTION MANAGEMENT PROJECT.

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

WHEREAS, the selection of Malcolm Pirnie, Inc is being recommended as the most highly qualified provider of the Engineering Design and Construction Management services; now, therefore,

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

PART 1: That the City Council hereby finds that Malcolm Pirnie, Inc is the most highly qualified provider of the services for Parallel Transmission Line Phase 3 (State Highway 21 to Villa Maria Road) Engineering Design and Construction Management Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with Malcolm Pirnie, Inc for an amount not to exceed \$198,432.00 for the Engineering Design and Construction Management services related to the Parallel Transmission Line Phase 3 Project.

PART 3: That the funding for this Contract shall be as budgeted from the Water Capital Improvement Fund in the amount of \$198,432.00.

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

ADOPTED this _____ day of _____, A.D. 2007.

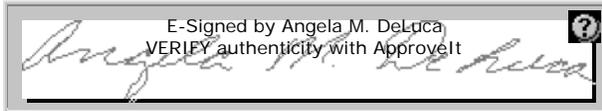
ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:



City Attorney

March 8, 2007
Consent Agenda
Water Facilities Mesh Radio Network

To: Glenn Brown, City Manager

From: John Woody, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding approving the materials purchase (\$39,311) under State contract and installation contract with Calence, LLC (not to exceed \$6,500), to execute the water facilities mesh radio network project, at a combined cost not to exceed \$45,811.

Recommendation: Staff recommends approval of this contract and purchase.

Summary: The City's water well facilities are located generally 15 miles northwest of the City, and the wells themselves are spread out over many miles. The Water Services staff monitors, operates, and maintains security at these facilities with a remote electronic sensing system called SCADA (supervisory control and data acquisition). With the newly installed backup generators and security systems, SCADA must be upgraded.

The proposed mesh radio system will provide the bandwidth, reliability and security for our data link to our SCADA and security networks, which is needed to support all of our well field facilities. It will also replace the communication equipment that is approaching the end of its service life. This system will also allow us to relay the needed data to our upcoming fiber network. The result will be a highly reliable and efficient SCADA system that will serve the City's needs for many years to come.

This project will be executed with two procurement actions: First, the electronic equipment will be purchased by the City under a State purchasing schedule, which is included in the contract as "City provided equipment." Second, a construction contract with Calence LLC will be executed for construction and installation services. The City issued RFP 06-122 and received four responses, who were all invited to present their proposals. The vendors were ranked on qualifications, experience, timelines, references, presentation and project cost. Calence was the clear choice for best value to the City of College Station.

Budget & Financial Summary: Water Capital Improvements Project funds are allocated and available for this project.

Attachments:

Contract

City of College Station

SERVICE CONTRACT

This contract is by and between the **City of College Station**, a Texas home-rule municipal corporation (the "City"), and Calence, LLC (the "Contractor"), for the following work: a service provided by the Contractor as an independent contractor.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the City as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed 6,500 and 00 ___/100 Dollars (\$ 6,500.00 _____). Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the City, and the City shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the City's receipt and the City's approval of the work and the application for payment.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$50,000.00. Changes in excess of this amount must be approved by the City Council prior to commencement of the services or work. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
60 Days after Notice to Proceed
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent

CRC 3/16/00
Contract No. 06-
262

contractor retained for the above-mentioned purpose. The City shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described above. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The City will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

8. **OPTION - SELECT A OR B (initial) (both A & B shall apply if contract amount is over \$15,000.00)**

 A. The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, volunteers, employees, or subcontractors. Said insurance shall list College Station, its employees, and officials as additional named insureds. See Exhibit B for required limits of insurance. Certificates of insurance evidencing the required insurance coverages shall be attached hereto as Exhibit C.

. OR -

B. **It is further agreed that the Contractor (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.**

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

insurance and regardless of whether such injury, death, loss, or damage was

CRC 3/16/00
Contract No. 06-
767

caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

10. The City is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the City without paying the tax on the materials at the time of purchase.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the City, must verify eligibility for employment as required by IRCA.
12. At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.
16. The parties hereby state that they have read the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable,

then such provision shall be deemed to be written, construed, and enforced as so limited.

20. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

Calence, LLC

BY: [Signature]

2/20/2007

Printed Name: Jim Peter

Title: COO

CITY OF COLLEGE STATION

BY: Ron Silvia, Mayor
(required if Contract is \$50,000 or more)

Date

ATTEST:

Connie Hooks, City Secretary
(required if Contract is \$50,000 or more)

Date

CITY OF COLLEGE STATION

BY: _____
Glenn Brown, City Manager

Date

APPROVED:

Carla A Robinson
City Attorney Date

Jeff Kersten, Chief Financial Officer Date

Exhibit A
SCOPE OF SERVICES

CRC 3/16/00
Contract No. 06-262

2/14/07

***RFP # 06-122, Limited Wireless Mesh Network
Statement of Work***

for

City of College Station

Statement of Work No. 200702144-s1M

February 14, 2007

Developed By

Calence, LLC

*Corporate Office
1560 W. Fountainhead Parkway, 2nd Floor
Tempe, AZ 85282*

*Houston Office
12808 W. Airport Blvd., Suite 350A
Sugar Land, TX 77478*

CALENCESM

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The information contained herein is considered Calence trade secret and/or confidential and proprietary information and is produced solely for the Client identified above; accordingly, this Statement of Work is provided to Client in confidence on the understanding that it will not be disclosed to any other party without the prior written consent of Calence. Calence makes no warranties, express or implied, in this Statement of Work. Calence and Calence products or services named herein are either registered trademarks or trademarks of Calence, LLC in the United States and/or other countries. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

Statement of Work

This Statement of Work is dated effective February 14, 2007 (“Effective Date”) and is delivered pursuant to Service Contract # 06-262 dated _____ (the “Agreement”) between Calence, LLC (“Calence”) and City of College Station (“City of College Station” or “Client”). This Statement of Work will be incorporated by reference into the Agreement and become a part of the Agreement upon execution by both parties. Unless otherwise indicated, capitalized terms used herein that are defined in the Agreement will have the same meanings as in the Agreement. In the event of any conflict between this Statement of Work and the Agreement, the Statement of Work will control.

All product referenced in this Statement of Work is delivered pursuant and subject to the terms and conditions of the Contract for Products and Related Services, DIR Contract No. DIR-SDD-236 dated May 9, 2006.

Objectives

Calence will meet the following Services objectives:

- Design and implement a Limited Wireless Mesh Network for the City of College Station.

Scope and Approach

Calence will perform the following Services:

Project Management

- Conduct a kick-off meeting to introduce the team and confirm the objectives, timeline and approach
- Discuss the communication plan to ensure succinct and orderly communication between the involved parties
- Perform overall project management and resource planning to meet agreed upon timeframes and expectations using a detailed project plan
- Agree upon change control processes to minimize impact of the changes
- Deliver weekly status reports (if required)
- Conduct project wrap-up meeting to review results, lessons learned and future opportunities for recommendation

Review

- Determine and document wireless network requirements
- Identify and document key user communities, applications and systems
- Gather existing network diagrams and other documentation describing the current technical environment
- Review the City of College Station’s security requirements that impact wireless network configuration and operation
- Review current network architecture and design
- Review current cable plant and closet connectivity
- Review Power of Ethernet availability

- Confirm project objectives, assumptions and scope
- Identify issues and risks
- Identify wireless client devices to be used

Design

- Design network management using the wireless control system (WCS) configuration
- Develop detailed network design
 - Physical connectivity
 - IP addressing/VLAN schemes
 - Access Point to controller access method
 - Access Point power location
- Develop test and implementation plans
- Review IOS code version for implementation
- Develop detailed client software configurations

Implement

- Configure and test wireless equipment
 - Mount 7 Cisco 1510 Mesh Access Points on designated towers and rooftops
 - Mount and configure 2 Cisco 1410 Wireless Bridges to connect Sandy Point to Park Place water tower
 - Configure (1) Cisco WLC4402 Wireless Controller
 - Configure (1) Cisco WCS wireless management server
- Configure Wireless Controller System
- Move wireless equipment to production
- Execute test plan
- Document the final implementation (logical and physical diagrams, and design word document)
- Develop operational turnover documentation

Operate

- Assist with monitoring and tuning of wireless network components
- Identify future network considerations
- Develop/deliver basic orientation training for wireless network components and client configuration
- Assist the City of College Station with 4.9GHz RF FCC licensure

Deliverables

Calence will provide the following Deliverables:

Project Management

- Status reports
- Project workplan

Network Infrastructure

- Requirement summary
- Wireless network design guide
- Logical and physical network diagrams
- Implementation, migration and test plans
- Operational turnover documentation

Assumptions and Requirements

The following assumptions and requirements apply for this Services engagement:

1. City of College Station will provide network management information, where applicable (Syslog, NTP, SNMP, DNS, DHCP Scopes, etc.).
2. City of College Station will coordinate and facilitate communications with supporting carriers and Internet service providers (ISPs).
3. City of College Station will provide their Cisco Customer ID and regional SE contact(s) to support advanced troubleshooting as deemed appropriate with the network infrastructure components.
4. Cabling plant (UTP and Fiber) management, administration and troubleshooting will be conducted by City of College Station.
5. City of College Station will provide primary support and administration of the network security infrastructure (firewalls, IDS, SPAN Ports, etc.).
6. City of College Station will provide copies of technical manuals, as needed.
7. City of College Station will be responsible for testing all required applications across the new network infrastructure. Calence will modify the network infrastructure based on the results of the application tests.
8. City of College Station will facilitate and coordinate user acceptance activities (UAT) during the production validation of the migration phase.
9. City of College Station is responsible for providing adequate power, ventilation, cabling and rack space for the new equipment within the required project timelines. This equipment will run in parallel with the existing network infrastructure.
10. City of College Station will provide adequate staging facilities to store, burn-in, stage and configure the new infrastructure.

11. City of College Station will be responsible for any server changes needed for RADIUS (ACS or IAS) integration into Active Directory.
12. City of College Station will be responsible for any server, workstation, application and printer IP address changes.
13. City of College Station will provide a server configured to support the minimum requirements of WCS.
14. City of College Station and Calence will develop an agreed upon deployment timeline. Any interruptions to this timeline may result in a change order to the Calence Implementation Services quote.
15. City of College Station will provide a single point of contact for all approvals, communications, change control, change orders and other activities with City of College Station user/IT communities.
16. City of College Station is responsible for providing adequate and secure on-site storage for all deliveries.
17. All software, hardware, network wiring, permits, licenses and right of ways necessary for the completion of this project will be acquired and/or installed by City of College Station in a timeframe that allows Calence to complete or meet the project-specific milestones.
18. City of College Station and its employees, contractors, and agents will:
(a) cooperate with any reasonable request of Calence, (b) provide input throughout the project and will review progress at review meetings requested by Calence; and (c) provide Calence with access to all of City of College Station's information, documentation and technology, necessary for Calence to perform the Services in accordance with this Statement of Work, including a list of all Client and third-party contacts necessary for Calence to do so. Such cooperation, input, and access is critical to this project, and City of College Station's representation at all review meetings is essential.
19. City of College Station will ensure that the Calence project staff is given access to all necessary facilities and workspace, and is provided all furniture, supplies and equipment (telephones, faxes, LAN connectivity, printer access, dial-out modem lines, passwords, keys, etc.) required to successfully perform, troubleshoot, and complete the Services for the duration of the Services. In addition, City of College Station will ensure that the work environment is free of hazardous materials and free from asbestos, and that all Calence personnel are provided with all necessary safety equipment and training while on City of College Station's or its customer's site.
20. City of College Station is responsible for providing adequate and secure onsite storage for all deliveries.
21. City of College Station is responsible for: (a) Back-up and/or data migration of existing data unless otherwise agreed to by Calence; (b) Computer system and network designs; and (c) Component selection as it relates to the performance of the computer system and/or the network.
22. All Services will be performed over a consecutive timeframe unless otherwise provided herein or agreed to by Calence in writing. Calence will schedule resources upon receipt and acceptance of a fully executed

Statement of Work and a Purchase Order (to the extent required) from City of College Station. Calence will use commercially reasonable efforts to take into account City of College Station's schedule, but in all events the performance of the Services is subject to the availability of Calence personnel and resources, as determined by Calence.

23. Any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
24. City of College Station will communicate any issues or concerns with respect to the Services or Deliverables in a timely manner.
25. Work estimates assume the Services will be completed within the duration stated in the Timeframes section below. Calence is not responsible for delays or repeated tasks caused by factors outside Calence's control. These factors include availability of Client personnel, equipment and telecommunication provider services. City of College Station will compensate Calence for any out-of-scope work requested by City of College Station on an hourly basis at Calence's standard hourly rates (unless otherwise agreed to in writing by the parties).
26. Calence has no obligation to, and will not, install, mount, affix, screw, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Calence has no obligation to, and will not, run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. To the extent that any such services are required, such services will be performed by another person or entity engaged directly by City of College Station.

Any changes to the scope and/or assumptions will require joint written approval. This may extend the duration of the engagement and/or require additional resources, resulting in additional cost to City of College Station.

Timeframes

Calence estimates that the Services described herein will be completed within 2 weeks after the start of the project.

Work can begin upon Calence credit approval and accepted credit terms. In order to be approved, Calence will need a completed credit application and a satisfactory bank reference check.

Fees

Consulting Fees

Services will be provided for the fixed fee listed below.

	Fixed Consulting Fee
Limited Wireless Mesh Network	\$6,500.00

Hardware Costs

The estimated cost for hardware is provided in the table below, and is detailed in the attached Sales Quote. The purchase of the hardware is subject to the terms

and conditions set forth in the Sales Quote, which are incorporated herein by this reference.

Description	Hardware Cost
Hardware	\$39,310.97
Total Hardware Cost	\$39,310.957

Total Cost

The total estimated cost for this project is \$45,810.95.

Description	Estimated Cost
Consulting Fees	\$6,500.00
Hardware	\$39,310.95
Total Estimated Cost	\$45,810.97

Pricing Assumptions

1. Consulting Fees pricing does not include any necessary hardware/software costs, and expenses are not reimbursable.
2. Shipping and taxes, if applicable, are not included.
3. All prices are in U.S. dollars.
4. The work to be performed will be completed during normally scheduled working hours (8:00 A.M. to 5:00 P.M. local time Monday through Friday), excluding Calence observed holidays.

Invoicing and Payment

City of College Station will be invoiced monthly, based on the percentage of the Services completed that month, and will pay each invoice within 30 days from invoice date.

Client will be invoiced for any "product" (i.e., hardware, software, documentation, accessories, materials, supplies and parts) associated with this Statement of Work upon delivery to a common carrier. Payment for any invoice for Product (as listed above) is due within 30 days from invoice date.

Location

The engagement will be performed at City of College Station's facilities located at 1101 Texas Ave., College Station, TX 77842

City of College Station Contact Information

City of College Station's contact for this engagement is Michael Kellogg(979.764.3667 Office 979.777.8007 Cell, email: mkellogg@cstx.gov), who will be responsible for making the arrangements necessary to accommodate Calence staff members and provide them with the City of College Station resources required to complete the project.

Change Management

Calence reserves the right to increase the fees and other amounts due to it hereunder in the event any of the assumptions or requirements set forth in this Statement of Work are unperformed or incorrect, or if City of College Station requests Calence to provide additional services outside the scope of Services. In any such event, Calence will have no obligation to perform the affected Services or any additional services unless Calence has agreed, in writing, to the increased fees and/or the additional scope, as applicable, in the form of an addendum to this Statement of Work.

Escalation Procedure

Communications from Client to Calence concerning the Services provided under this Statement of Work will be escalated in accordance with the following table. Names are listed in the order in which escalation occurs.

Title	Name	Contact Information
Account Manager	Steve Hebert	Phone: 281.275.6355 Email: stephen.hebert@calence.com
Project Manager	Dale Kuretsch	Phone: 281.275.6363 Email: dale.kuretsche@calence.com

Acceptance Date

This offer of Services will be good through March 14, 2007, but is contingent upon Calence credit approval and accepted credit terms. Signature by City of College Station indicates acceptance and authorization to proceed with the Services.

Invoicing Procedures

Calence will send invoices to:

City of College Station

Address: _____

Attention: _____

Phone: _____

Fax: _____

Email: _____

Accounts Payable Contact: _____

Phone: _____

A Purchase Order Is Is Not required for payment of invoices.

Purchase Order Number: _____

IN WITNESS WHEREOF, City of College Station and Calence have executed this Statement of Work as of the date set forth above.

Calence, LLC

City of College Station

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Go DIRect with Calence LLC



Texas Department of Information Resources
DIR Agreement #: DIR-VPC-04-025

Quotation #: 745936-2
Quote Date: 5/9/2006
Expiration Date: 6/8/2006

Bill To:
City of College Station
1101 Texas Ave
COLLEGE STATION, TX 77842

This quote has been prepared by:
Mike J Davis
Mike.Davis@calence.com
480-794-5413
(480) 794-9501

Currency: USD

Roof Top Kit				
Qty	Part Number	Description	Unit Resale	Ext Resale
1	AIR-LAP1510KITRO-A	CISCO AIRONET 1500 SERIES ROOF-TOP KIT, 2.4 OMNI 5GHZ OMNI	\$0.00	\$0.00
1	AIR-LAP1510AG-A-K9	AIRONET 1510 LT WT OUTDOOR MESH AP W/N CONN, FCC CFG	\$2,219.47	\$2,219.47
1	CON-OS-LAP1510A	ONSITE 8X5XNBD AIRONET 1510 LT WT OUTDOOR MESH AP	\$280.00	\$280.00
1	AIR-PWRINJ1500=	AIRONET 1500 POWER INJECTOR	\$82.71	\$82.71
1	AIR-PWR-CORD-NA	AIR LINE CORD NORTH AMERICA	\$0.00	\$0.00
1	AIR-ETH1500-150=	AIRONET 1500 OUTDOOR ETHERNET CABLE, 150 FT.	\$165.96	\$165.96
1	AIR-ANT2455V-N=	2.4 GHZ, 5.5 DBI OMNI ANT. WITH N CONNECT	\$88.25	\$88.25
1	AIR-ANT5175V-N=	4.9 GHZ-5.8 GHZ, 7.5 DBI OMNI WITH N CONNECTOR	\$116.00	\$116.00
Roof Top Kit Subtotal:				\$2,952.39

Pole Top Aironet 1500 w/ Omni				
Qty	Part Number	Description	Unit Resale	Ext Resale
6	AIR-LAP1510KITP-A	CISCO AIRONET 1500 SERIES POLE-TOP KIT, 2.4 OMNI 5 GHZ OMNI	\$0.00	\$0.00
6	AIR-LAP1510AG-A-K9	AIRONET 1510 LT WT OUTDOOR MESH AP W/N CONN, FCC CFG	\$2,219.45	\$13,316.70
6	CON-SNT-LAP1510A	SMARTNET 8X5XNBD AIRONET 1510 LT WT OUTDOOR MESH AP	\$224.00	\$1,344.00
6	AIR-PWR-ST-LT-TAP=	AIRONET 1500 STREET LIGHT POWER TAP, 105-260 VAC	\$82.70	\$496.20
6	AIR-ANT2455V-N=	2.4 GHZ, 5.5 DBI OMNI ANT. WITH N CONNECT	\$88.25	\$529.50
6	AIR-ANT5175V-N=	4.9 GHZ-5.8 GHZ, 7.5 DBI OMNI WITH N CONNECTOR	\$116.00	\$696.00
6	AIR-ACCPMK1500=	AIRONET 1500 POLE MOUNT KIT	\$71.60	\$429.60
Pole Top Aironet 1500 w/ Omni Subtotal:				\$16,812.00

Controller Options				
Qty	Part Number	Description	Unit Resale	Ext Resale
1	AIR-WLC4402-25-K9	4400 SERIES WLAN CONTROLLER FOR UP TO 25 LIGHTWEIGHT APS	\$7,989.24	\$7,989.24
1	AIR-PWR-CORD-NA	AIR LINE CORD NORTH AMERICA	\$0.00	\$0.00
1	CON-SNT-WC440225	SMARTNET 8X5XNBD 4402-25 WLAN CONTROLLER	\$806.40	\$806.40
Controller Options Subtotal:				\$8,795.64

Part			Unit	Ext
Qty	Number	Description	Resale	Resale
WCS w/o Location				
Part			Unit	Ext
Qty	Number	Description	Resale	Resale
1	AIR-WCS-WB-1.0-K9	CISCO WCS BASE V3.0 UP TO 50 LIGHTWEIGHT AP WIN2K/2003SERVER	\$2,217.24	\$2,217.24
1	CON-SAU-WCS-WB1X	SW APP SUPP + UPGR WCS BASE V1.0 UP TO 50	\$559.30	\$559.30
WCS w/o Location Subtotal:				\$2,776.54
Wireless Bridges				
Part			Unit	Ext
Qty	Number	Description	Resale	Resale
2	AIR-BR1410A-A-K9-N	AIRONET 1410 WIRELESS BRIDGE W/ N-TYPE CONNECTOR, FCC CNFG	\$2,799.44	\$5,598.88
2	AIR-PWR-CORD-NA	AIR LINE CORD NORTH AMERICA	\$0.00	\$0.00
2	S141W/K9-12307JA	CISCO 1410 SERIES IOS WIRELESS LAN	\$0.00	\$0.00
2	CON-OS-BR14110	8X5XNBD ONSITE SVC, AIRONET 1410 WIRELES	\$350.00	\$700.00
2	AIR-ANT58G28SDA-N	AIRONET 5.8 GHZ 28 DBIDISH ANTENNA	\$727.44	\$1,454.88
2	AIR-ACCRVM1400	AIRONET 1400 ROOF/WALL MOUNT KIT	\$38.64	\$77.28
2	AIR-CAB100DRG6-F	100 FT DUAL RG-6 CABLE ASSEMBLY W/F-TYPE CONNECTORS	\$61.04	\$122.08
2	AIR-ACCBRGB=	AIRONET 1400 SERIES GROUNDING BLOCK	\$10.64	\$21.28
Wireless Bridge Subtotal:				\$7,974.40
Hardware Total:				\$39,310.97

Exhibit B
INSURANCE REQUIREMENTS

CRC 3/16/00
Contract No. 06-262

2/14/07

CITY OF COLLEGE STATION CONTRACTS
INSURANCE COVERAGE & LIMIT REQUIREMENTS

EFFECTIVE 10-1-02

x Commercial General Liability, (a.k.a.) Public Liability

Coverage limit should be \$2 million aggregate with \$1 million per occurrence.
This coverage should provide liability coverage for the following: Fire Damage
Liability, \$100,000 minimum
Medical Expense, \$5,000 minimum
Personal & Advertising Injury
Products & Completed Operations with Separate Aggregate
Contractual Liability
Host Liquor Liability
Explosion, Collapse, Underground

x Business Auto Liability

Coverage limit \$1 million combined single limit
This coverage should provide liability for the following:

Any Auto
All Owned Autos
Scheduled Autos
Hired Autos
Non Owned Autos, (includes rented & leased vehicles)

x Workers Compensation Coverage Limit Texas Statutory

x Employers Liability

Coverage Limit \$1,000,000/ \$1,000,000/ \$1,000,000
This coverage should provide liability for the following:

E.L. Each Accident	\$1,000,000
E.L. Disease- Each Employee	\$1,000,000
E.L. Disease- Policy Limit	\$1,000,000

Professional Liability

Coverage Limit \$2 million Aggregate with \$1 million per occurrence* Claims made policies are acceptable on this line of coverage* Must have an Extended Reporting Period Endorsement*

Pollution Liability

Coverage Limit minimum \$1 million or \$5 million depending upon DOT/TNRCC Classification of materials being transported. (Can be endorsed onto Business Auto Liability on form MCS-90 Endorsement- Motor Carrier Policies for insurance for Public Liability)

Umbrella / Excess Liability

Coverage Limit minimum should be equal to or Greater than \$5million per occurrence/aggregate when combined with the lowest primary liability coverage. This coverage MUST follow form. (Coverage Limit Requirement as Determined by the City's Risk Manager)

Builders' Risk

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Performance Bonds & Payment Bonds

Required on construction projects at \$100,000.00 and above. However, City has the option to have a performance bond on projects below \$100,000.00 dollars. Payment bonds are also required on projects at \$25,000.00 and above.

Commercial Crime/Fidelity Bond

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Liquor Legal Liability (if alcohol is sold on premise)

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Tenant's Contents and Betterments

Required for Tenant's renting/leasing City of College Station Building / Office Space

(Coverage Limit Requirement as Determined by the City's Risk Manager)

Leasehold Interest Insurance

Required when renting or leasing City of College Station buildings or offices.
(Coverage Limit Requirement as Determined by the City's Risk Manager)

Exhibit B
INSURANCE REQUIREMENTS

During the term of this Agreement all of Contractor's insurance shall meet the following requirements:

1. Standard Insurance Policies Required:
 - (a) Commercial General Liability Policy
 - (b) Business Automobile Liability Policy
 - (c) Workers' Compensation Policy

2. General Requirements Applicable to All Policies:
 - (a) Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
 - (b) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
 - (c) "Claims Made" policies will not be accepted.
 - (d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of College Station.
 - (e) Upon request, certified copies of all insurance policies shall be furnished to the City of College Station.
 - (f) The City of College Station, its officials, employees and volunteers, are to be added as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

3. **Commercial General Liability**
 - (a) General Liability insurance shall be written by a carrier with a B+: VII or better rating in accordance with the current Best Key Rating Guide.
 - (b) Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00 which limits shall be endorsed to be per Project.
 - (c) Coverage shall be at least as broad as ISO form GC 00 01.
 - (d) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
 - (e) The coverage shall include but not be limited to the following:

premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, Personal & Advertising Liability; and, "Explosion, Collapse, and Underground" coverage.

4. **Business Automobile Liability**

- (a) Business Automobile Liability insurance shall be written by a carrier with a B+: VII or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (c) Coverage shall be at least as broad as Insurance Service's Office Number CA 00 01.
- (d) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- (e) The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.
- (f) Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00.

5. Those policies set forth in Paragraphs 3 and 4 shall contain an endorsement providing that the City is an additional insured and further providing that those policies shall be primary to any insurance policies procured by the City. The additional insured endorsement shall be in a form at least as broad as ISO form GC 2026. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to all of the requirements stated herein. **All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City before work commences.**

6. **Workers' Compensation Insurance.**

(a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Contractor, *all* employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors *must* use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

- (b) The worker's compensation insurance shall include the following terms:
 - (i) Employer's Liability limits of \$1,000,000.00 for each accident are required.
 - (ii) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - (iii) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

(c) Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

"A. Definitions:

Certificate of coverage ("certificate ") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees.

This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

*C. The Contractor must provide a certificate of coverage to the governmental entity **prior** to being awarded the contract.*

D. If the coverage period shown on the Contractor's current certificate of coverage ends

during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- (2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (4) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) A certificate of coverage, prior to the other person beginning work

on the project; and

(b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) Contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."

7. **Certificates of Insurance** shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

(a) The company is licensed and admitted to do business in the State of Texas.

(b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.

(c) All endorsements and insurance coverage's according to requirements and instructions contained herein.

(d) The form of the notice of cancellation, termination, or change in coverage provisions to the City of College Station.

(e) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

Exhibit C
CERTIFICATES OF INSURANCE

CRC 3/16/00
Contract No. 06-262

2/14/07

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SD
CALEN-1 DATE (MM/DD/YYYY)
07/26/06

PRODUCER
Brown & Brown Insurance of AZ
2800 N. Central Ave., #1600
P.O. Box 2800
Phoenix AZ 85002-2800
Phone: 602-277-6672

INSURED
Calence LLC & Calence Inc
Attn: Shelley Almquist
1620 W Fountainhead Pkwy #400
Tempe AZ 85282

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Federal Insurance	20281
INSURER B: Lloyds of London	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EBL retro 8/7/94 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	35376095	07/28/06	07/28/07	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 Emp Ben. 1000000
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	73245985	07/28/06	07/28/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$	79812843	07/28/06	07/28/07	EACH OCCURRENCE \$ 10000000 AGGREGATE \$ 10000000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	71707399	07/28/06	07/28/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1000000 E.I. DISEASE - EA EMPLOYEE \$ 1000000 E.I. DISEASE - POLICY LIMIT \$ 1000000
B		Professional Liab. \$75,000 Retention	SF605710Z CLAIMS MADE	02/01/06	02/01/07	Limit 300000 RetroDate 02/01/06

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 *Except ten (10) days notice for non-payment of premium, does not apply to Workers' Compensation.

CERTIFICATE HOLDER

CALENC1

Calence LLC
1620 W Fountainhead Pkwy #400
Tempe AZ 85282

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Shelley Newport

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SD
CALEN-1

DATE (MM/DD/YYYY)
07/25/06

PRODUCER
Brown & Brown Insurance of AZ
2800 N. Central Ave., #1600
P.O. Box 2800
Phoenix AZ 85002-2800
Phone: 602-277-6672

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

Calence LLC & Calence Inc
Attn: Shelley Almquist
1620 W Fountainhead Pkwy #400
Tempe AZ 85282

INSURER A: Travelers Cas & Surety Co Amer

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	Empl. Dishonesty	104325722	07/28/06	07/28/07	Limit	1,000,000
					Ded.	10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*Except ten (10) days notice for non-payment of premium.

CERTIFICATE HOLDER

CALENC1

Calence LLC
1620 W Fountainhead Pkwy #400
Tempe AZ 85282

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Shelley Almquist

March 8, 2007
Consent Agenda
General Fund Interdepartmental Budget Transfers

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on budget transfers for the Public Works Department in the net amount of \$63,768, Parks and Recreation Department in the net amount of \$61,641, and the City Manager's Office in the net amount of (\$125,409).

Recommendation(s): Staff recommends approval of the budget transfers for the Public Works Department, Parks and Recreation Department, and City Manager's Office.

Summary: The Fiscal Policies of the City state that interdepartmental transfers must be approved by City Council. This action is for the transfer of funds between departments. \$125,409 is currently budgeted for the land agent positions in the City Manager's Office. One of the changes implemented as a result of the city-wide reorganization last year was to move the land agent positions from the City Manager's Office to Public Works Administration. This item will transfer \$125,409 from the City Manager's Office to the Public Works Administration division. This budget change was not made during the FY 07 budget process.

Also, the Greenway's Project Manager position was moved from Public Works Administration to Parks and Recreation Administration. \$60,041 will be transferred from the Public Works Department to the Parks Department for salary and benefits. Additionally, there will be a one-time transfer of \$1,600 for the purchase of supplies and equipment for the position. The total transfer amount from the Public Works Department to the Parks and Recreation Administration division will be \$61,641. This budget change was not made during the FY 07 budget process.

Budget & Financial Summary: The budget amounts in the City Manager's Office, Parks and Recreation Department, and Public Works Department will be impacted by this transfer. The impact of the transfers on each budget is attached. This is a budget transfer between departments in the General Fund so there is no net financial impact on the Fiscal Year 2007 General Fund budget.

Attachments:

Budget Change in City Manager's Office, Parks and Recreation Department, and Public Works Department

Budget Change in City Manager's Office, Parks and Recreation, and Public Works

Department	Budget before Transfer	Trasfers Out	Transfers In	Budget after Transfer	Difference
City Manager's Office	\$ 953,645	\$ (125,409)	\$ -	\$ 828,236	\$ (125,409)
Public Works Department	7,905,269	(61,641)	125,409	7,969,037	63,768
Parks Department	8,316,662	-	61,641	8,378,303	61,641
Total	\$ 17,175,576	\$ (187,050)	\$ 187,050	\$ 17,175,576	\$ -

March 8, 2007
Consent Agenda
Energy Transfer Corporation Gas & Oil Gathering Franchise Agreement

To: Glenn Brown, City Manager

From: Olivia Burnside, Chief Information Officer

Agenda Caption: Presentation, possible action, and discussion regarding on the first reading of an ordinance approving a non-exclusive gas and oil gathering franchise agreement with Energy Transfer Corporation.

Recommendation(s): Staff recommends approval of the franchise with Energy Transfer Corporation (ETC).

Summary: The City Council approved Ordinance 1923 on October 10, 1991, providing for an oil & gas pipeline franchise agreement with Ferguson Crossing Pipeline Company. On September 13, 2001, Council approved Ordinance 2516 naming Mitchell Gas Services, L.P. as successor to the franchise and extending Ordinance 1923 for five years. In September 2003 the Mitchell Gas Services, L.P. altered its name and began doing business as Devon Gas Services, L.P. On October 21, 2004, Council approved Ordinance 2762 naming Energy Transfer Corporation as successor to the franchise. The franchise fee structure has not changed since the original franchise in 1991.

While the franchise was completely rewritten two changes are significant. The first is that the franchise fees are set within the ordinance and not by resolution. The second is that franchise fees are applied only to pipeline in the City's right of ways and that fee was raised from \$1.50 per linear foot to \$2.50 per linear foot.

Budget & Financial Summary: Although the fee per linear foot of pipeline in the right of way was increased there is a decrease in the overall revenue from this franchise due to eliminating the franchise fee on pipeline not in the right of way. Revenue from this franchise will decrease from approximately \$78,000 to approximately \$45,000 per year.

Attachments:

ETC Franchise Ordinance

AN ORDINANCE GRANTING TO ETC TEXAS PIPELINE, LTD., ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO GATHER, COLLECT, RECEIVE, TRANSPORT FOR COLLECTION AND STORE OIL, GAS, OR OTHER FLUIDS USED OR PRODUCED IN CONNECTION WITH OIL AND GAS GATHERING OPERATIONS IN AND AROUND COLLEGE STATION, TEXAS AND TO OCCUPY THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF COLLEGE STATION WITH ITS FACILITIES FOR THAT PURPOSE, PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF STREETS, ALLEYS, AND PUBLIC WAYS, PROVIDING THAT IT SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES, PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; REPEALING ALL PREVIOUS ETC TEXAS PIPELINE, LTD FRANCHISE ORDINANCES AND ORDINANCES IN CONFLICT HEREWITH, REQUIRING COMPLIANCE WITH ALL REGULATORY ORDINANCES OF THE CITY, PROVIDING A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

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

SECTION 1 GRANT OF AUTHORITY

(A) The City of College Station, Texas, herein after called "City," hereby grants to ETC Texas Pipeline, Ltd., hereinafter called "Company," its successors and assigns, privilege and license to use and occupy the present and future Public Rights-of-Way of the City for the purpose of laying, maintaining, constructing, protecting, operating, and replacing the System needed and necessary to gather, collect, transport in, out of, and through the City to an approved storage or disposal site or for injection into a transportation pipeline oil, gas, and other fluids used or produced in connection with oil and gas collection operations within the corporate city limits, as such limits may be amended from time to time.

(B) Said privilege and license being granted by this Ordinance is for a term of ten (10) years from and after the effective date of this Ordinance. The Company shall give the City written notice of any request for renewal of this franchise six (6) months prior to the expiration of the franchise granted by this Ordinance.

(C) This franchise covers the geographical area of the entire corporate limits of the City of College Station, Texas. With the exception of compensation provisions, this franchise also applies to the extraterritorial jurisdiction of the City. The Company agrees that the corporate limits are subject to expansion or reduction by annexation and contraction of municipal boundaries and that the Company has no vested right in a specific area. If the City approves any corporate limits expansion or reduction by annexation or contraction, the City will provide written notice to the Company. The Company must revise prospectively the calculation of its payments due to any expansion or reduction by annexation or contraction within a reasonable time after notice by the City of such expansion or reduction, but, in any event, beginning no later than sixty (60) days after receipt of notice.

(D) The provisions set forth in this ordinance represent the terms and conditions under which the Company shall construct, operate, and maintain the System within the City. In granting this franchise, the City does not in any manner surrender or waive its regulatory or other rights and powers under and by virtue of the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers under or by virtue of present or future ordinances of the City. Company, by its acceptance of this franchise, agrees that all such lawful regulatory powers and rights as the same may be from time to time vested in the City shall be in full force and effect and subject to the exercise thereof by the City at any time.

SECTION 2. DEFINITIONS

For the purposes of this ordinance, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

(A) "City" shall mean the City of College Station, Texas.

(B) "Company" shall mean ETC Texas Pipeline, Ltd., its successors and assigns, but does not include an ETC Texas Pipeline, Ltd. affiliate, which shall have no right or privilege granted hereunder except through succession or assignment in accordance with Section 11.

(C) "City Manager" shall mean the City's manager, or his or her designee.

(D) "ETC Texas Pipeline, Ltd. Affiliate" shall mean in relation to the Company, a Person that controls, is controlled by, or is under common control with the Company. As used in this definition, the term "control" means, with respect to a Person that is a corporation, the ownership, directly or indirectly, of more than 50% of the voting securities of such person or, with respect to a Person that is not a corporation, the power to direct the management or policies of such Person whether by operation of law, by contract or otherwise.

(E) "Linear Feet" shall mean each foot of pipeline in the Public Rights-of-Way, measured linearly without regard to size of pipeline installed therein.

(F) "Person" shall mean any natural person, or association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not, unless the context clearly intends otherwise, include the City or any employee, agent, servant, representative or official of the City.

(G) "Public Rights-of-Way" shall mean public streets, alleys, highways, bridges, public easements, public places, public thoroughfares, grounds, and sidewalks of the City, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the City, or in such territory as may hereafter be added to, consolidated or annexed to the City.

(H) "System" or "System facilities" shall mean all of the Company's pipelines and other appurtenant equipment needed and necessary to gather, collect, receive, transport in, out of, and through the City to an approved storage or disposal site or for injection into a transportation pipeline oil, gas, and other fluids used or produced in connection with oil and gas gathering operations of the Company.

SECTION 3 ACCEPTANCE OF TERMS OF FRANCHISE

(A) The Company shall have sixty (60) days from and after passage and approval of this Ordinance to file its written acceptance thereof with the City Manager. If the Company does not file such written acceptance of this Franchise Ordinance, the Franchise Ordinance shall be rendered null and void. The effective date shall be determined in accordance with the requirements of Section 25.

(B) At midnight on June 10, 2017, ALL rights, franchises and privileges herein granted, unless they have already at that time ceased or been forfeited or extended by mutual agreement while a new franchise is being negotiated, shall at once cease and terminate.

SECTION 4 NO THIRD PARTY BENEFICIARIES

This franchise is made for the exclusive benefit of the City and the Company, and nothing herein is intended to, or shall confer any right, claim, or benefit in favor of any third party.

SECTION 5 PARAGRAPH HEADINGS, CONSTRUCTION

The paragraph headings contained in this ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this ordinance and this ordinance shall not be construed either more or less strongly against or for either party

SECTION 6 SEVERABILITY

This Franchise Ordinance and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision, or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance. If any term or provision of this Ordinance is held to be illegal, invalid or unenforceable, the legality, validity or unenforceability of the remaining terms or provisions of this Ordinance shall not be affected thereby

SECTION 7 NO WAIVER

Either City or the Company shall have the right to waive any requirement contained in this Ordinance, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Ordinance shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or a different type of breach or violation.

SECTION 8 VENUE

The venue of all actions at law and in equity, concerning any matter or controversy growing out of or incident to any exercise or abuse of the privileges and power granted hereunder, or any default of the duties or obligations imposed hereunder, shall be in the State courts of competent jurisdiction of Brazos County, Texas; and the Company, by the exercise of the privileges and the enjoyment of the benefits of this franchise, expressly agrees in all such matters to submit to the jurisdiction of the courts of the State of Texas, and hereby expressly waives whatever rights it may have to be sued or proceeded against in any other tribunal, provided, however, that if the laws of the State of Texas require such matters to be first submitted to a regulatory body of the State of Texas, same shall be done before recourse may be had to the State Courts, and provided further that this section is subject to the jurisdiction of other courts as required by law

SECTION 9 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

(A) This franchise is granted subject to the laws of the United States of America and its regulatory agencies and commissions, the laws of the State of Texas and its regulatory agencies and commissions, the College Station City Charter, as amended, and all other applicable ordinances of the City of College Station, not inconsistent herewith.

(B) Company hereby agrees that with regard to the System installed it shall provide a certificate to the City that such installation was made in accordance with the laws and regulations pertaining thereto

SECTION 10 CONFLICTING ORDINANCES

All ordinances and parts of ordinances of the City of College Station, Texas, with ETC Texas Pipeline, Ltd. in conflict with the provisions of this ordinance are hereby repealed.

SECTION 11 SUCCESSORS AND ASSIGNS

No assignment or transfer of this franchise shall be made, in whole or in part, except in the case of assignment or transfer to an Affiliate of Company without approval of the City Council of the City Notice

of said transfer or assignment to an Affiliate shall be provided to the City. The City will grant such approval unless withheld for good cause. Upon approval, the rights, privileges, and franchise herein granted to the Company shall extend to and include its successors and assigns. The terms, conditions, provisions, requirements and agreements contained in this franchise shall be binding upon the successors and assigns of the Company.

SECTION 12. RESERVATION OF RIGHTS. GENERAL

(A) The City reserves to itself the right and power at all times to exercise, in the interest of the public and in accordance with state law, regulation and control of Company's use of the Public Rights-of-Way to ensure the rendering of efficient public service, and the maintenance of Company's System in good repair throughout the term of this franchise.

(B) The rights, privileges, and franchises granted by this Ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of oil and gas gathering.

(C) City expressly reserves the right to own and/or operate its own system for the purpose of oil and gas gathering and may, in accordance with applicable state law and the College Station City Charter, purchase this franchise from the Company.

(D) Except as may be expressly set forth in this Ordinance, in granting this franchise the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Texas as the same may be amended, or any of its rights and powers under or by virtue of present or future ordinances of the City.

SECTION 13 CONDITIONS OF OCCUPANCY

(A) All construction and the work done by Company, and the operation of its business, under and by virtue of this Ordinance, shall be in conformance with the ordinances, rules and regulations now in force and that may hereafter be adopted by the City, relating to the use of the Public Rights-of-Way of the City. This Franchise Ordinance shall in no way affect or impair the rights, obligations or remedies of the parties under the Texas Utilities Code, or other state or federal Law. Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest or appeal any action or decision of the other party, including ordinances adopted by the City, that it believes is contrary to any federal, state or local law or regulation.

(B) The Company shall comply with the City's Right-of-Way ordinance, a current copy of which is attached as Exhibit A. Pursuant to the City's police power authority, this Right-of-Way ordinance may be superseded by a new or amended ordinance, which shall be of general application to all users of City Rights-of-Way other than the City. In the event the Company believes that the current, new or amended ordinance is contrary to the City's legitimate police power or any federal, state or local law or regulation, and imposes obligations on the Company or deprives the Company of benefits conferred by this Franchise Ordinance, nothing in this Franchise Ordinance shall preclude the Company from taking any action it deems appropriate to preserve its rights.

(C) Company shall lay, maintain, construct, operate, and replace its System facilities so as to interfere as little as possible with traffic. The placement of all System facilities shall be subject to the approval of the City Manager prior to construction. Reproducible copies of maps showing the location of all System facilities shall be furnished to the City Manager.

(D) In determining the location of Company's System facilities within the City, Company shall minimize interference with the existing underground structures of the City or other utility franchisees or users of the Public Rights-of-Way. Likewise, in determining the location of the facilities of the City and other utility franchisees or users of the Public Rights-of-Way within the City, City shall minimize

interference with existing System facilities of Company and shall require other utility franchisees or user of the Public Rights-of-Way to minimize interference with existing System facilities of Company

(E) When Company makes or causes to be made excavations or places or causes to be placed obstructions in any Public Right-of-Way or other public place, the public shall be protected by barriers and lights placed, erected, marked and maintained by Company in accordance with applicable state and federal requirements. Company shall repair, clean up, and restore to as good a condition as before commencement of work, all Public Rights-of-Way or other public places disturbed during the construction and repair of its System. In the event the Company fails to restore the Public Rights-of-Way or public places to as good a condition as before the commencement of the work and within a reasonable time, the City may restore or maintain same, after giving the Company thirty (30) days' written notice, provided however that if the Company is proceeding diligently to restore the property, the time for restoration shall be extended for such time as is necessary for the Company to complete the restoration. If the Company fails to restore the Public Rights-of-Way or public places appropriately, the Company will receive a bill for the cost of the City repairing same. The Company shall, within thirty (30) days after receiving such bill, pay the actual cost for such service.

SECTION 14 MAPPING OF SYSTEM FACILITIES

(A) The Company shall provide the City with "plans of record" (*also called as built plans*) as provided for in the City's Right-of-Way ordinance.

(B) It is further agreed by City and Company that provision of this information does not relieve the City or other third parties from an obligation to utilize all appropriate procedures to locate underground facilities, including the obligation to notify a notification center established pursuant to Texas Utility Code Chapter 251, prior to conducting work in the right-of-way such as excavating, drilling, underground boring, jacking, or open cutting.

SECTION 15 RELOCATION OF COMPANY FACILITIES

(A) If the City in constructing its sewers, water lines, electrical lines, streets, utilities or other public works should require any mains, pipes or other System facilities or equipment maintained in the Public right-of-way, to be shifted or relocated, such mains, pipes or other System equipment shall, upon reasonable notice, be timely shifted or relocated by Company at its own expense; provided, however, that the City shall pay the cost of relocating System equipment if such System equipment is located in a Company easement that has priority over the City's right to use the Public's Rights-of-Way as provided in Texas Utility Code §121.2025

(B) When the Company is required by City to remove or relocate its mains, laterals, and other facilities to accommodate construction of streets and alleys by City, and Company is eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation, and such reimbursement is required to be handled through City, Company costs and expenses shall be included in any application by City for reimbursement, if Company submits its cost and expense documentation to City prior to the filing of the application. City shall provide reasonable notice to Company of the deadline for Company to submit documentation of the costs and expenses of such relocation to City. If the Company is required by City to remove or relocate its mains, laterals, or other facilities for any reason other than the construction of streets and alleys by City or for reasons listed in paragraph (A) of this section, Company shall be entitled to reimbursement from City or others of the cost and expense of such removal or relocation.

(C) If the City abandons any Public Rights-of-Way in which Company has facilities, such abandonment shall be conditioned on Company's right to maintain its use of the former Public Rights-of-Way and on the obligation of the party to whom the Public Rights-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Rights-of-Way. If the party to whom the Public Rights-of-Way is abandoned requests the Company to remove or relocate its facilities and Company agrees to such

removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Rights-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 16 CONFLICTING FRANCHISES

If the Company, in laying its pipes, shall come into conflict with the rights of any other person or corporation having a franchise from the City, the City Council shall decide all questions concerning the conflicting rights of the respective parties, and shall determine the location of the structures of the said parties and what shall reconcile their differences. The Company records shall be available to City for review and inspection for compliance with this franchise at reasonable times and upon reasonable notice.

SECTION 17 ABANDONING OR TEMPORARILY ABANDONING FACILITIES

In the event the Company abandons or temporarily abandons any part of its System facilities, it shall be the duty of the Company under observation of the City Manager to comply with the following:

- (a) Facilities to be abandoned or temporarily abandoned in place shall be disconnected from all sources of the transported gas, oil or fluid such as wells, other pipeline, meter stations, control lines, and other appurtenances, and
- (b) Facilities to be abandoned or temporarily abandoned in place shall be purged of the transported gas, oil or fluid which shall be replaced with an inert material vented as appropriated and the ends sealed.

SECTION 18 LAYING OF LINES IN ADVANCE OF PAVING

(A) Whenever the City shall conclude to pave any Public Rights-of-Way in which mains and pipes already exist or in which Company may propose to lay its mains or pipes, the Company will be provided the opportunity, at no expense to the City, in advance of such paving to renew such mains or pipes, if defective or inadequate in size.

(B) The Company shall be given ninety (90) days written notice of the intention of the City to pave any such Public Rights-of-Way and specifying the new locations for the facilities. Within ninety (90) days from receipt of such notice, the Company, if it has determined a need, shall initiate work and thereafter proceed in a workmanlike manner to completion of the necessary work. If the Company should fail to so proceed, and such street or alley is thereupon paved, except in an emergency, the Company shall for two (2) years thereafter not be allowed to cut such pavement or excavate in such paved street or alley for any purpose, except by written permission of the City Manager under such terms and conditions as the City Manager may prescribe.

SECTION 19 FRANCHISE FEES, PAYMENTS TO THE CITY

(A) In consideration of the privilege and license granted by City to Company to use and occupy the Public Rights-of-Way in the City for the conduct of its business, the City will assess, and the Company, its successors and assigns, will pay, a reasonable annual charge for the City's expenses for administering, supervising, inspecting and otherwise regulating the location of the System, including maintaining records and maps of the location of the System, in the amount and manner described herein.

(B) Franchise fee payments shall be based on Two Dollars and Fifty Cents (\$2.50) per linear foot per annum of facilities on, in or under Public Rights-of-Way or City owned property

(C) Such payment shall be made once each year during the month of February

(D) At the time of the annual payment, Company shall also submit to the City a sworn statement in the form attached as Exhibit B showing the total linear feet of Company's pipeline in Public Rights-of-Way as of the end of each month within the previous calendar year. The franchise fee shall be a sum of money calculated by multiplying the per linear foot charge in Section 19(B) by the average linear feet per month for the previous calendar year. The average linear feet per month for the previous calendar year shall be calculated by adding the total linear feet for each of the twelve months as reported in the Company's sworn statement and dividing by twelve (12).

(E) It is also expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from Company or Company's agents, excepting only 1) the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property, 2) the Company's separate obligation to reimburse the City for street repairs in accordance with Section 13(E), and 3) penalties as may be provided for by this Franchise Ordinance or the Right-of-Way Ordinance. Should City not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of occupation taxes, licenses, fees, street or alley rentals or charges, easements or franchise taxes, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Company's obligations, if any, to pay such occupation taxes, licenses, charges, fees or rentals.

(D) If the Company fails to pay when due any payment provided for in this Section, Company shall pay such amount plus interest at the rate of ten percent (10%) per annum from the date the payment is due until and including the date the payment is received by the City.

SECTION 20 ACCOUNTING, AUDIT, INSPECTION

(A) The Company shall maintain, at its local office or principal place of business within the State of Texas, adequate books and records relating to the performance of its obligations under this franchise.

(B) City may cause, upon reasonable notice, an audit to be made of the books and records of the Company relating to the Company's performance under this franchise. The omission by the City to exercise its rights to any audit at any time shall not constitute a waiver of such right. In the event City elects to exercise its right of audit, City shall provide to the Company written notice of such election at least forty-eight (48) hours in advance of the time of such audit. City shall have the right to select auditors to make the audit. The Company shall make available to the auditor such personnel and records as the City may in its reasonable discretion request in order to complete such audit, and shall make no charge to the City therefor. The Company shall assist the City during any audit conducted under this franchise, including answering questions and providing any requested records or information within seven (7) days of having received a written request therefor. The cost of an audit pursuant to this provision shall be borne by the City, unless the audit reveals an underpayment of fees paid during the audit period in excess of two percent (2%), in which case the Company shall pay for the audit.

(C) The acceptance of any statement or payment shall not stop the Company or the City from asserting that the amount paid is not the amount due or from recovering any deficit or overpayment, including interest, by any lawful proceeding provided that any payment made by Company pursuant to this franchise shall be deemed final and correct as to both Company and City unless questioned by either party upon notice delivered to the other within five (5) years following the date of such payment.

(D) Upon completion of the audits, the City shall make the audit report available to the Company, and shall give the Company an opportunity to respond to the audit findings. If requested by either party, the City and the Company shall meet and attempt in good faith to resolve any disputed issues arising out of the audit report. In the event the Company shall be determined to have under-remitted the fee

required by this franchise, the Company shall pay, in addition to the arrearage, interest on the arrearage at the statutory rate from the time of the underpayment until full payment is made. Intentional underpayment of fees by the Company may also subject the Company to penalties for noncompliance with this franchise. After reviewing the Company's response to the audit findings, the City shall make an initial determination as to whether the Company shall also be required to pay a penalty for noncompliance. The amount of the penalty, if any, shall not exceed eight percent (8%) of the arrearage. The City Council shall make the final determination of whether a penalty shall be required, and the amount of same subject to all legal rights and remedies available to Company

(E) If any of the records to be provided by Company or to be made available by Company are considered by the Company to be proprietary in nature or if such records are confidential under federal, state or local law, upon request by the Company such information shall be treated by the City as confidential, and shall be made available only to those persons who must have access to perform their duties on behalf of the City, including but not limited to the City Manager, Chief Financial Officer, the City Attorney, and the Council Members. City shall promptly notify Company of any requests for public disclosure of such records under Chapter 552, Texas Government Code, and Company shall have the sole responsibility to assert its claims regarding the proprietary or confidential nature of such records.

SECTION 21. RIGHT TO INDEMNIFICATION AND TO BE HELD HARMLESS

(A) In consideration of the granting of this franchise, Company 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, employees, agents, attorneys, and contractors (City and such other persons and entities being collectively referred to herein as "Indemnities"), from and against all suits, actions or claims of injury to any person or persons, or damages to any property brought by or made for or on account of any death, injuries to, or damages received or sustained by any person or persons or for damage to or loss of property arising out of, or occasioned by Company's intentional and/or negligent acts or omissions in connection with Company's operations.

(B) The Company's obligation to indemnify Indemnitees under this Franchise Ordinance 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 Franchise Ordinance, City does not consent to suit, waive any governmental immunity available to the City under Texas law or waive any of the defenses of the parties under Texas law

(C) 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 Company's construction, reconstruction, maintenance, repair, use, operation or dismantling of System or Company's provision of service.

(D) 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, Company shall, upon notice from any of the Indemnitees, at Company's sole cost and expense, resist and defend the same with legal counsel selected by Company and consented to by City, such consent not to be unreasonably withheld, provided, however, that Company 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 Company. Company's obligation to defend shall apply regardless of whether City is solely or concurrently negligent. The Indemnitees shall give Company 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 21. Nothing herein shall be deemed to prevent the Indemnitees at their election and at their own expense from cooperating with Company and participating in the defense of any litigation by their own counsel.

SECTION 22. **INSURANCE**

(A) **COMPANY** shall procure and maintain at its sole cost and expense for the duration of the franchise insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by **COMPANY**, its agents, representatives, volunteers, employees or subcontractors.

(B) **COMPANY's** insurance coverage shall be primary insurance with respect to the **CITY**, its officials, employees and volunteers. Any insurance or self-insurance maintained by the **CITY**, its officials, employees or volunteers shall be considered in excess of the **COMPANY's** insurance and shall not contribute to it.

(C) **COMPANY** shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(D) **All Certificates of Insurance and endorsements shall be furnished to the CITY Manager at the time of execution of this Agreement, attached hereto as Exhibit C, and approved by the CITY before work commences.**

A. *Standard Insurance Policies Required.*

- 1 Commercial General Liability Policy
2. Automobile Liability Policy
- 3 Workers' Compensation Policy
- 4 Pollution Liability Policy
- 5 Excess Liability Policy

B. *General Requirements Applicable to all Policies*

- 1 Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
2. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only
- 3 "Claims Made" policies will not be accepted.
- 4 Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of College Station.
- 5 Upon request, certified copies of all insurance policies shall be furnished to the City of College Station.
- 6 The City of College Station, its officials, employees and volunteers, are to be added as "Additional Insured" to all applicable Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the **CITY**, its officials, employees or volunteers.

C. *Commercial General Liability*

Standard comprehensive general liability including coverage for premises, operations, explosion, products-completed operations, blanket contractual liability, underground property damage, broad form property damage, independent contractors and personal injury:

- 1 General Liability insurance shall be written by a carrier with a B+ VII or better rating in accordance with the current Best Key Rating Guide.
2. Minimum Limit of \$2,000,000 00 per occurrence bodily injury, \$2,000,000 00 aggregate.
Minimum Limit of \$2,000,000 00 per occurrence property damage, \$2,000,000 00 aggregate.
- 3 Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01
- 4 No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- 5 The coverage shall include but not be limited to the following: premises/operations; independent contracts, products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, "Explosion, Collapse, and Underground" coverage.

D *Automobile Liability*

- 1 Business Automobile Liability insurance shall be written by a carrier with a B+ VII or better rating in accordance with the current Best Key Rating Guide.
2. Minimum Combined Single Limit of \$1,000,000 00 per occurrence for bodily injury and property damage.
- 3 The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- 4 The coverage shall include owned or leased autos, non-owned autos, and hired cars. Where applicable endorsement MCS-90 (Motor Carrier Policies for Insurance for Public Liability) is required.
- 5 COMPANY is responsible for any liability and/or costs that exceed the dollar limits set forth in this section.

E. *Workers' Compensation*

- 1 Employer's Liability limits of \$500,000/\$500,000/\$500,000 are required.
2. City of College Station shall be named as Alternate Employer on endorsement WC 99 03 OI unless written through TWCARP
- 3 Texas Waiver of Our Right to Recover from Others Endorsement, WC 42 03 04 shall be included in this policy
- 4 Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND OH, WA, WV, WY

SECTION 23 TERMINATION

(A) In addition to any rights set out elsewhere in this Franchise Ordinance, the City reserves the right to terminate the franchise and all rights and privileges pertaining thereto, in the event that the Company violates any material provision of the franchise or the Company becomes insolvent, or is adjudged bankrupt.

(B) The City may, at any time, terminate this franchise for a continuing material violation by the Company of any of the substantial terms hereof. In such event, the City shall give to Company written notice, specifying all grounds on which termination or forfeiture is claimed, by registered mail, addressed and delivered to the Company at the address set forth in Section 24 hereof. The Company shall have sixty (60) days after the receipt of such notice within which to cease such violation and comply with the terms and provisions hereof. In the event Company fails to cease such violation or otherwise comply with the terms hereof, then Company's franchise is subject to termination under the following provisions. Provided, however, that, if the Company commences work or other efforts to cure such violations within thirty (30) days after receipt of written notice and shall thereafter prosecute such curative work with reasonable diligence until such curative work is completed, then such violations shall cease to exist, and the franchise will not be terminated.

(C) Termination shall be declared only by written decision of the City Council after an appropriate public proceeding whereby the Company is afforded the full opportunity to be heard and to respond to any such notice of violation or failure to comply. The Company shall be provided at least ten-(10) day's prior written notice of any public hearing concerning the termination of the franchise. In addition, ten (10) days notice by publication shall be given of the date, time and place of any public hearing to interested members of the public, which notice shall be paid for by the Company.

(D) The City, after full public hearing, and upon finding material violation or failure to comply, may terminate the franchise or excuse the violation or failure to comply, upon a showing by the Company of mitigating circumstances or upon a showing of good cause of said violation or failure to comply as may be determined by the City Council.

(E) Nothing herein stated shall prevent the City from seeking to compel compliance by suit in any court of competent jurisdiction if the Company fails to comply with the terms of this franchise after due notice and the providing of adequate time for Company to comply with said terms.

SECTION 24 NOTICES

Any notices required or desired to be given from one party to the other party to this Ordinance shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below, (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified, or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

CITY
City Manager
City of College Station
P O Box 9960
310 Krenek Tap Road
College Station, Texas 77842

COMPANY
ETC Texas Pipeline, Ltd.
800 E. Sonterra Blvd., Suite 400
San Antonio, TX 78258

SECTION 25 EFFECTIVE DATE

This franchise shall be effective only after (a) sixty (60) days following its final passage by the City Council, and (b) receipt by the City of Company's acceptance as provided by Section 3 herein.

PRESENTED, AND GIVEN first reading on the ___ day of _____, 2007, by a vote of ___ ayes and ___ noes at a regular meeting of the City Council of the City of College Station, Texas; and given second reading, passed and approved on the ___ day of _____, 2007, by a vote of ___ ayes and ___ noes at a regular meeting of the City Council of the City of College Station, Texas; and given third reading, passed and approved on the ___ day of _____, 2007, by a vote of ___ ayes and ___ noes at a regular meeting of the City Council of the City of College Station, Texas.

ATTEST

CITY OF COLLEGE STATION

Connie Hooks, City Secretary

Ron Silvia, Mayor

APPROVED AS TO FORM.

Carla A Robinson
City Attorney



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

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

Draft Minutes
City Council Workshop Meeting
Thursday, February 22, 2007, 3:00 p.m.
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

COUNCIL MEMBERS PRESENT: Mayor Silvia, Mayor Pro Tem White, Council members, Happ, Gay, McIlhaney, Scotti, Ruesink

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

Mayor Silvia called the meeting to order at 3:02 p.m.

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

Council member Happ removed consent agenda items 2a and 2b for clarification.

- Presentation, possible action, and discussion regarding a resolution supporting the Bee Creek Crossing Bike and Pedestrian Improvements project for inclusion in the Transportation, Community, and System Preservation Program.
- Presentation, possible action, and discussion regarding a resolution supporting the College Station – Bryan Data collection project for inclusion in the Transportation, Community, and System Preservation Program.
- Presentation, discussion, and possible action regarding an Interlocal agreement between the City of College Station and Brazos County regarding animal control services.

Transportation Planner Ken Fogle and City Manager Glenn Brown responded to Council member Happ's questions.

Workshop Agenda Item No. 2 –Presentation, discussion, and possible action regarding an update on the progress of Phase I of the Comprehensive Plan.

Acting Director of Planning and Development Services Lance Simms introduced Bret Keast with Kendig Keast Collaborative.

Mr. Keast provided an update on the progress of Phase I of the Comprehensive Plan, including input received from the Comprehensive Plan Advisory Committee, Focus Group meetings, Citizens Congress, and the Planning and Zoning Commission.

No formal action was taken.

Workshop Agenda Item No. 3 – Presentation, discussion and possible action regarding proposed annexation areas, including related cost considerations.

Acting Director of Planning and Development Services Lance Simms explained the recent annexation history, annexation requirements, the existing annexation plan, annexation considerations, and platting trends.

Mr. Simms pointed out that five areas were identified for annexation under the exempt status totaling 6,730 acres, or approximately 74% of the total area allowed to be annexed at this time. Mr. Simms illustrated the impacts and costs associated with annexing the proposed areas. He also identified areas that could be included in a 3-year annexation plan; maximum allowable annexation area is 11,104 acres.

Mr. Simms described the following of areas for possible annexation:

Area #1 – is generally located at the intersection of Raymond Stotzer Parkway and Turkey Creek Road. This area contains 102 acres. Land uses consist of approximately six residential units and a recently constructed church. There are two telecommunications towers located within this area. The area has approximately one mile of public roadway.

Area #2 – is generally bound by Bird Pond Road on the North, Carter Creek on the West, SH 30 on the east, and William D. Fitch Parkway on the south. This area contains 3,465 acres and has 69 residential units. There are four miles of public roadway in this area.

Area #3 – is generally located at the intersection of Rock Prairie Road West and Jones-Butler Road. This area contains 1,101 acres. There are over 600 residential units located in this area, the majority of which are manufactured homes. There are approximately 4.2 miles of public roadways in this area.

Area #4 – is a 680-acre area located south of Greens Prairie Road West and bisected by Greens Prairie Trail. There are 69 residential units in this area and approximately 4.1 miles of public roadway.

Area #5 – is located along the east side of SH 6 south and bound by Peach Creek Road on the south. This area contains 1,382 acres, 19 residential units, and less than a mile of public roadway.

Council member Happ made a motion directing staff to move forward with the process to annex the five identified areas and a three year annexation plan. Mayor Pro Tem White seconded the motion, which carried unanimously, 7-0.

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

Workshop Agenda Item No. 4 – Presentation, discussion and possible action regarding how dangerous animals are handled in the City of College Station.

Chief of Police Michael Clancey described the State Law, Local City Ordinance and other City staff approaches pertaining to dangerous animals. Chief Clancey noted that they recognized the need to update the Cities entire animal ordinance and a joint committee with the City of Bryan, Brazos County animal control personnel and Brazos Animal Shelter staff has been established to research and submit proposed updates. The committee will address the following issues:

- Creating an animal code that is unified across the county.
- Updating the code to address current issues.
- Include inspections of permit holders, permit revocation processes, and other issues that might not be addressed in the current ordinance.

In addition staff will further address this issue by:

- Following the pending legislation such as Lillian’s law, is an attempt to hold a dog owner criminally liable if the dog attacks and causes serious bodily injury or death to another person.
- Collaborate with other agencies to find options that will meet this City’s needs while insuring that the City is complying with state code.

No formal action was taken.

Workshop Agenda Item No. 5 – Council Calendars

Feb 19 Intergovernmental Committee Meeting – 11:30 a.m. Brazos Center Rm 103
 Feb 20 Transportation Committee Meeting – 4:30 p.m. – Admin. Conf.
 Feb 20 12th Annual Epicurean Extravaganza “Mardi Gras” – 5:30 – 8:00 Brazos Center
 Feb. 22 Audit Committee Meeting – 1:30 p.m.
 Feb 23 TAMU Office of Technology Commercialization’s Patent & Innovation 2007 Awards Luncheon 11:00 a.m. – 1:00 p.m. – Annenberg Presidential Conference Center
 Feb 23 College Station Fire Department Annual Employee Banquet – Pebble Creek Country Club – 6:30 – 8:00 p.m.
 Feb 24 Lincoln Center Annual Soul Food – 11:00 a.m. – 1:30 p.m.
 Feb. 27 City Council Mini-Retreat – 8:30 a.m. – 3:30 p.m. Carter’s Creek Wastewater Treatment Plant
 Feb 28 Consuls General Luncheon – 11:30 a.m. – 1:30 p.m. – Annenberg Presidential Conference Center
 Mar 1 BBB 2007 Torch Awards for Marketplace Ethics – 11:30 a.m. – 1:30 p.m. – Miramont Country Club

- Mar 2 Twanna M. Powell Lecture Series featuring Tony Snow – White House Press Secretary – Annenberg Presidential Conference Center 6:00 p.m.
- Mar 8 City Council Workshop & Regular Meeting – 3:00 p.m. & 7:00 p.m.
- Mar 19 Intergovernmental Meeting – Noon – Council Chambers
- Mar 19 Girls Softball Opening Ceremony – 6:00 p.m. – Bee Creek
- Mar 20 Council Transportation Committee Meeting – 4:30 p.m. – Administrative Conference Room
- Mar 22 City Council Workshop and Regular Meeting 3:00 p.m. & 7:00 p.m.

This item was postponed until after the regular meeting.

Workshop Agenda Item No. 6 -- 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

This item was postponed until after the regular meeting.

Workshop Agenda Item No. 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.

This item was postponed until after the regular meeting.

Workshop Agenda Item No. 8 -- Executive Session will immediately follow the workshop meeting in the Administrative Conference Room.

At 4:30 pm, Mayor Silvia announced in open session that the City Council would convene into executive session pursuant to Sections 551.071, 551.072, 551.086 and 551.087 of the Open Meetings Act, to seek the advice of our city attorney, to consider the purchase of real property, economic development negotiations and competitive matters.

Consultation with Attorney {Gov't Code Section 551.071}; 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:

TCEQ Docket No. 2002-1147-UCR, Applications of Brushy Water Supply and College Station (Westside/Highway 60)

TCEQ Docket No. 2003-0544MWD, Application of Nantucket, Ltd.

TXU Lone Star Gas Rate Request.

Cause No. 03-002098-CV-85, Brazos County, College Station v. Wellborn Special Utility District

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

Civil Action No. H-04-3876, U.S. District Court, Southern District of Texas, Houston Division,

JK Development v. College Station

GUD No. 9530 – Gas Cost Prudence Review, Atmos Energy Corporation

GUD No. 9560 – Gas Reliability Infrastructure Program (GRIP) rate increases, Atmos Energy

Cause No. GN-502012, Travis County, TMPA v. PUC (College Station filed Intervention 7/6/05)

Cause No. 06-000703-CV-85, Patricia Moore, et al. v. Ross Stores, Inc., City of College Station, et al.

Sewer CCN request.

Legal aspects of Lease Agreements for No. 4 Water Well and possible purchase of or lease of another water site from City of Bryan

Civil Action No. H-04-3876, U.S. District Court, Southern District of Texas, Houston Division, JK Development v. College Station

Cause No. 06-002318-CV-272, 272nd Judicial District Court, Brazos County, Texas, Taylor

Kingsley v. City of College Station, Texas, and Does 1 through 10, inclusive.

Cause No. 484-CC, County Court at Law No. 2, Brazos County, Texas, City of College Station v.

Canyon Creek Partners, Ltd. and First Ag Credit, FLCA.

Cause No. 485-CC, County Court at Law No. 1, Brazos County, Texas, City of College Station v.

David Allen Weber, et al.

Bed and Banks applications for College Station and Bryan

Competitive Matter {Gov't Code Section 551.086}; The City Council may deliberate, vote, or take final action on a competitive matter in closed session. The City Council must make a good faith determination, by majority vote of the City Council, that the matter is a Competitive Matter. A "Competitive Matter" is a utility-related matter that the City Council determines is related to the City of College Station's Electric Utility Competitive Activity, including commercial information, which if disclosed would give advantage to competitors or prospective competitors. The following is a general representation of the subject(s) to be considered as a competitive matter.

Power supply for College Station Electric Utilities

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

Proposed city convention center and associated privately developed hotel.

Real Estate {Gov't Code Section 551.072}; The City Council may deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

Spring Creek Business Park

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

At 6:55 p.m. Council returned from executive session.

Workshop Agenda Item No. 10 -- Adjourn.

Hearing no objections, the meeting adjourned at 6:56 p.m. on Thursday, February 22, 2007.

PASSED and APPROVED on 8th day of March, 2007.

APPROVED:

Mayor Ron Silvia

ATTEST:

City Secretary Connie Hooks



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

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

Draft Minutes
City Council Regular Meeting
Thursday, February 22, 2007, at 7:00 p.m.
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

COUNCIL MEMBERS PRESENT: Mayor Silvia, Mayor Pro Tem White, Council members, Happ, Gay, McIlhaney, Scotti, Ruesink

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

Regular Agenda Item No. 1 -- Pledge of Allegiance, Invocation, Consider absence requests.

Mayor Silvia called the meeting to order at 7:02 p.m. with all council members present. He led the audience in the Pledge of Allegiance.

Hear Visitors:

Tyler Koch, 2533 Teal Drive, illustrated a resolution passed by the Student Senate regarding the Warrant Amnesty Program.

Consent Agenda

Councilmember Gay moved to approve Consent Agenda Items 2a-2L as presented. Mayor Pro Tem White seconded the motion, which carried unanimously, 7-0.

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

- a. Approved by common consent **Resolution No. 2-22-2007-2a** supporting the Bee Creek Crossing Bike and Pedestrian Improvement project for inclusion in the Transportation, Community, and System Preservation Program.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE BEE CREEK CROSSING BIKE AND PEDESTRIAN IMPROVEMENTS PROJECT AS THE CITY OF COLLEGE STATION CANDIDATE

PROJECT FOR THE TRANSPORTATION, COMMUNITY, AND SYSTEM PRESERVATION PROGRAM.

- b. Approved by common consent **Resolution No. 2-22-2007-2b** supporting the College Station - Bryan Data Collection project for inclusion in the Transportation, Community, and System Preservation Program.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE BRYAN-COLLEGE STATION DATA COLLECTION PROJECT AS THE BRYAN-COLLEGE STATION METROPOLITAN PLANNING ORGANIZATION CANDIDATE PROJECT FOR THE TRANSPORTATION, COMMUNITY, AND SYSTEM PRESERVATION PROGRAM.

- c. Approved by common consent an Interlocal agreement between the City of College Station and Brazos County regarding animal control services.
- d. Approved by common consent an award of bid 07-41 for a Mini Digger Derrick & Mini Aerial Device to S.D.P. Manufacturing, Inc. in the amount of \$213,890.00.
- e. Approved by common consent **Resolution No. 2-22-2007-2e** awarding the professional services contract (Contract No. 07-90) with Brown Reynolds Watford Architects, Inc. (BRW) in the amount not to exceed \$200,000 for engineering design services for the CSU Meeting/Training Facility project.

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 COLLEGE STATION UTILITIES MEETING/TRAINING FACILITY PROJECT (WF0847168).

- f. Approved by common consent **Resolution No. 2-22-2007-2f** to award a construction contract in the amount of \$88,900 to MasterTech Services Incorporated for the repair and upgrade of the water cooling towers at Sandy Point Pump Station.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE COOLING TOWER REPAIR PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

- g. Approved by common consent Change Order 2 to Contract #05-175 reducing the contract by \$46,982.60.
- h. Approved by common consent a bid award for the purchase of 1000 MCM aluminum electrical primary wire maintained in the electrical inventory to

WESCO in the amount of \$376,586.00. This will be for a one time purchase of the annual estimated amount of 51,800 feet. Bid #07-51

- i. Approved by common consent **Resolution No. 2-22-2007-2i** authorizing a License Agreement with John Alvernaz for the encroachment of a portion of a structure located at 8428 Turtle Rock Loop in the Emerald Forest Phase 11-B Subdivision.

A RESOLUTION MAKING CERTAIN FINDINGS OF FACT AND AUTHORIZING THE MAYOR OF THE CITY OF COLLEGE STATION TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND APPLICANT, JOHN ALBERNAZ, PERTAINING TO THE ENCROACHMENT OF A STRUCTURE LOCATED AT LOT 4, BLOCK 22, EMERALD FOREST PHASE 11-B SUBDIVISION, MORE COMMONLY KNOWN AS 8428 TURTLE ROCK LOOP, INTO THE EASEMENT.

- j. Approved by common consent **Ordinance No. 2957** amending Chapter 10, "Traffic Code," Section 2.D of the Code of Ordinances of the City of College Station by updating the Traffic Control Device Inventory – Schedule III adding STOP signs at various intersections.

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

- k. Approved by common consent minutes from the February 8, 2007 Workshop and February 8, 2007 Regular Meeting.
- l. Approved by common consent the renewal of contract with Dan Shelley for state legislative and consulting services in the amount of \$48,000.

Regular Agenda

Agenda Item No. 1 -- Presentation, discussion and possible action on an application for the proposed Santour Court Housing Tax Credit development; and authorization for the Mayor to sign a Resolution and Letter of Support for the application.

Community Revitalization Coordinator Art Roach presented a staff report on the proposed development which consist of sixteen, four-bedroom, single-family homes and located on Santour Court in Edelweiss Gartens Phase 7 Subdivision. Mr. Roach clarified that the development will exclusively serve families and be constructed with private funds, State of Texas Housing Tax Credit funding, State of Texas Home Investment Partnership Grant funds, and Federal funds from the City's HOME Investment Partnership grant. All of the units are established at below the current fair-market rate. If successful, the State Housing Tax Credit Program requires that the property be maintained as an affordable family housing development for a minimum of forty years.

The City's 2004 - 2009 Consolidated Plan, as adopted by the City Council, identified a need for this type of affordable, residential development.

Staff recommended approval of the resolution and letter of support endorsing the proposed development.

Councilmember Gay moved to approve the application for the proposed Santour Court Housing Tax Credit development; **Resolution No. 2-22-2007-01** and a letter of support. Councilmember Happ seconded the motion, which carried unanimously, 7-0.

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

AGAINST: None

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, DECLARING SUPPORT FOR THE HOMESTEAD DEVELOPMENT GROUP, LTD. JOINT HOUSING TAX CREDIT AND HOME INVESTMENT PARTNERSHIP PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE YEAR 2007.

Agenda Item No. 2 -- Public hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 400 square foot portion of a twenty (20) foot wide utility easement, which is located at 506 Shire Drive in the Devonshire Subdivision Phase 1-A.

Senior Assistant City Engineer Alan Gibbs noted that the applicant requested abandonment of a portion of the utility easement for the construction of a swimming pool in the backyard. The proposed easement abandonment is a 400 square foot portion of a twenty (20) foot wide utility easement, which is located within Lot 3, Block A of the Devonshire Phase 1A Subdivision. There are no public or private utilities in this portion of the utility easement to be abandoned.

Staff recommended approval of the proposed ordinance.

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

Councilmember Happ moved to approve **Ordinance No. 2958** vacating and abandoning a 400 square foot portion of a twenty (20) foot wide utility easement, located at 506 Shire Drive. Councilmember Gay seconded the motion, which carried unanimously, 7-0.

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

AGAINST: None

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 400 SQUARE FOOT PORTION OF THE TWENTY (20) FOOT WIDTH PUBLIC UTILITY EASEMENT, SAID PORTION

LYING IN LOT 3, BLOCK A, OF THE DEVONSHIRE PHASE 1-A, ACCORDING TO THE PLAT RECORDED IN VOLUME 1986, PAGE 157 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

Agenda Item No. 3 -- Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a portion of a twenty (20) foot wide utility easement, which is located within Lot 13, Block B of the Culpepper Plaza Addition.

Senior Assistant City Engineer Alan Gibbs remarked that the easement abandonment is for the Kohl's retail store development. The proposed resolution provides a thirty (30) day time period to relocate the utilities. The proposed easement abandonment is a 0.1014 acre portion of a twenty (20) foot wide utility easement, which is located within Lot 13, Block B of the Culpepper Plaza. The existing water and sewer mains have been relocated to another public utility easement and there are no other infrastructures in this easement to be abandoned.

Mayor Silvia opened the public hearing.

Veronica Morgan, 511 University Drive, Suite 204, made comments regarding the proposed easement abandonment. She expressed thanks, appreciation and gratitude to key staff for their assistance with the project.

Mayor Silvia closed the public hearing.

Councilmember Gay moved to approve **Ordinance No. 2959** vacating and abandoning a portion of a twenty (20) foot wide utility easement, located within Lot 13, Block B of the Culpepper Plaza Addition. Mayor Pro Tem White seconded the motion, which carried unanimously, 7-0.

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.1014 ACRE PORTION OF A TWENTY (20) FOOT WIDE UTILITY EASEMENT, WHICH IS LOCATED WITHIN LOT 13, BLOCK B OF THE CULPEPPER PLAZA ADDITION ACCORDING TO THE PLAT RECORDED IN VOLUME 7692, PAGE 177 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

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

Agenda Item No. 4 -- Presentation, possible action and discussion of the appointment of an East College Station Transportation Study Advisory Committee to provide guidance to the City staff and the transportation study consultant with the objective of ensuring that all relevant transportation concerns are addressed in the work done by the consultant.

Director of Public Works Mark Smith reminded the City Council about their direction to staff to coordinate the appointment process for citizens to apply for a Council appointed committee for oversight of the East College Station Transportation Study. Mr. Smith proposed the following names: Tim Rhome, Charlotte Slack, Bill Stockton, Chuck Ellison

Councilmember Gay moved to appointment Tim Rhome, Charlotte Slack, Bill Stockton and Chuck Ellison. Councilmember Ruesink seconded the motion.

Councilmember McIlhaney amended the motion to add Kelly Brumbelow to serve on the East College Station Transportation Study Committee. Councilmember Ruesink seconded the motion. Motion failed by a vote of 1-6.

FOR: McIlhaney

AGAINST: Silvia, White, Happ, Gay, Scotti, Ruesink

Councilmember Gay moved to appoint Tim Rhome, Charlotte Slack, Bill Stockton and Chuck Ellison. Councilmember Ruesink seconded the motion, which carried unanimously, 7-0.

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

AGAINST: None

Agenda Item No. 5 -- The City Council may convene the executive session following the regular meeting to discuss matters posted on the executive session agenda for February 22, 2007.

At 7:58 p.m., Mayor Silvia announced in open session that the City Council would reconvene into executive session pursuant to Sections 551.087 of the Open Meetings Act, to consider economic development negotiations.

Agenda Item No. 6 -- Final action on executive session, if necessary.

City Council returned to the regular session at 8:40 pm. The following action was taken. Councilmember Scotti made the motion to approve the agreement with Canyon Creek Partners related to condemnation. Motion seconded by Councilmember Gay. Motion carried unanimously, 7-0.

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

AGAINST: None

Workshop Agenda Items No. 6 - Future Agenda Items

Councilmember Ruesink made a motion to place on future agenda an item related to posting of candidate financial statements on the website. Motion seconded by Councilmember McIlhaney. Motion failed 2-5.

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

Councilmembers directed staff to contact Dr. Carlton of TAMU Health Science Center to schedule a presentation about information on pandemic flu.

Workshop Agenda Item No. 7 -- Council Reports

Councilmember Happ reported on the recent meeting of the College Station Transportation Committee.

Councilmember McIlhaney reported on the Brazos County Health Board meeting.

Councilmember Scotti reported on the items discussed at the Research Valley Partnership Board meeting.

Councilmember Ruesink and Mayor Silvia provided a report from his attendance at the AMCC Conference and Legislative trip in Austin, February 9-14.

Regular Agenda Item No. 7. -- Adjourn.

Hearing no objections, the meeting adjourned at 9:03 pm on Thursday, February 22, 2007.

PASSED and APPROVED on 8th day of March, 2007.

APPROVED:

Mayor Ron Silvia

ATTEST:

City Secretary Connie Hooks

March 8, 2007
Consent Item
Contract for Meyers and Associates

To: Glenn Brown, City Manager

From: Kathy Merrill, Assistant City Manager

Agenda Caption: Presentation, possible action, and discussion regarding approval of a contract with Meyers & Associates for federal legislative and consulting services in the amount of \$78, 000 plus expenses.

Recommendation(s): Staff recommends re- focusing the scope of this contract and decreasing the contract amount from \$96,000 to \$78, 000 plus expenses.

Summary: Staff has reviewed the services provided at the federal level and has focused our efforts to meet the city's current needs. At this point we have directed the consultant to focus on **three** priorities plus miscellaneous issues that may arise: (This is subject to Council concurrence)

- Pursuing funding under Economic and Community Development for the Convention Center
- Providing leadership for the I-69 and I-14 project
- Assisting with issues related to 7 U.S.C. 1926 (b) Rural Water Districts
- Any miscellaneous issues that may impact cities at the federal level

Budget & Financial Summary: The recommended price for this contract is \$78, 000 plus expenses.

It is proposed that these expenditures be funded in the General Fund, Streets Capital Projects Fund, and Water Fund in equal amounts. Funds are budgeted in the General Fund, and Streets Capital Projects fund for this expenditure. A contingency transfer or budget transfer in the Water Fund will need to be done to provide the budget appropriation.

Attachments:

Consulting Contract with Meyers & Associates

March 8, 2007
Consent Agenda
Renovations to Municipal Court Building
Alternate Bid Method

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion regarding a resolution designating the Construction Manager at Risk as an alternative procurement method for the proposed renovations to the Municipal Court building.

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

Summary: This item provides for the use of Construction Manager at Risk as an alternative procurement method for the proposed renovations to the Municipal Court building.

In entering into a contract for the construction of a facility a governmental entity may use Construction Manager at Risk for construction services if the method provides the best value for the governmental entity.

There are several reasons that the Construction Manager at Risk method will prove to be the best value for this project:

1. This process allows the general contractor to provide consultation during and after the design of the building.
2. Due to the volatility of construction cost for supplies and labor, this method will provide the City with combined design/construction cost estimates early in the process.
3. This process will allow the City to consider other evaluation factors in awarding this contract, other than the lowest, responsible bid. Factors that we may consider include; proposed construction contract amount and contract time, contractor experience and qualifications, contractor current work schedule and record, contractor key personnel, contractor references and reputation, contractor safety record, contractor financial resources. We will also be able to negotiate terms, conditions, and pricing utilizing the Construction Manager at Risk method of procurement. Negotiation of terms, conditions, and pricing is not available under the traditional competitive bidding process.
4. This process is expected to expedite the construction time frame.

Budget & Financial Summary: At this time, there is no cost to designate the Construction Manager at Risk as an alternative procurement method. The budget for this project is \$1,750,000.

Attachments:

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, DETERMINING THAT THE CONSTRUCTION MANAGER-AT-RISK ALTERNATIVE PROJECT DELIVERY METHOD PROVIDES FOR THE BEST VALUE TO THE CITY OF COLLEGE STATION FOR THE RENOVATION OF THE SECOND FLOOR OF THE MUNICIPAL COURT BUILDING AND AUTHORIZING THE USE OF THIS ALTERNATIVE PROJECT DELIVERY METHOD IN ACCORDANCE WITH SECTION 271.114(a) OF THE TEXAS LOCAL GOVERNMENT CODE.

WHEREAS, the City Council of the City of College Station, Texas, has determined a need to renovate the Municipal Court Building; and

WHEREAS, the City has considered using an alternative project delivery method specified by Texas Local Government Code Section 271.113(a) other than competitive bidding; and

WHEREAS, the City Council has determined that the alternative project delivery method which provides the best value to the City for the renovation of the Municipal Court Building is the Construction Manager-at-Risk as permitted by Texas Local Government Code Section 271.113(a)(4); 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 the use of Construction Manager-at-Risk alternative project delivery method provides the best value for the City in the renovation of the Municipal Court Building;

PART 2: That the City Council hereby authorizes the use of the Construction Manager-at-Risk as the alternative project delivery method for the renovation of the Municipal Court Building;

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

ADOPTED this _____ day of _____, A.D. 2007.

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:

E-Signed by Carla A. Robinson
VERIFY Authenticity with Adobe®

City Attorney

**March 8, 2007
Regular Agenda
Animate Habitat Rezoning**

To: Glenn Brown, City Manager

From: Lance Simms, Acting Director of Planning & Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance rezoning 16.4 acres at 17339 SH 6 South from A-O (Agricultural Open) to C-2 (Commercial Industrial), generally located on the east side of State Highway 6, south of the College Station Business Park.

Recommendation(s): The Planning and Zoning Commission will hear this item at their regular meeting on 1 March 2007. Their recommendation will be provided to Council at the meeting. Staff is recommending approval of the rezoning request.

Summary: The applicant is proposing to rezone approximately 16 acres of the Animate Habitat property to C-2 (Commercial Industrial). The property is surrounded by Floodplain to the south and additional Industrial/Research and Development to the north.

The applicant originally requested an M-2 (Heavy Industrial) classification at the 1 February 2007 Planning and Zoning Commission meeting. After considering the concerns raised by the Commission, the applicant is now requesting the C-2 zoning classification. The Non-Residential Architectural Standards are applicable in this zoning district and the uses allowed in C-2 are considerably less intense than those allowed in M-2.

The Comprehensive Land Use Plan identifies this property as Industrial/Research and Development and a portion along the southern boundary as Floodplain and Streams. The applicant has excluded the FEMA floodplain from the rezoning request.

The subject tract has approximately 875 feet of frontage on State Highway 6 South, a Freeway on the City's Thoroughfare Plan. The future extension of Lakeway Drive, a Major Collector, continues through the subject property.

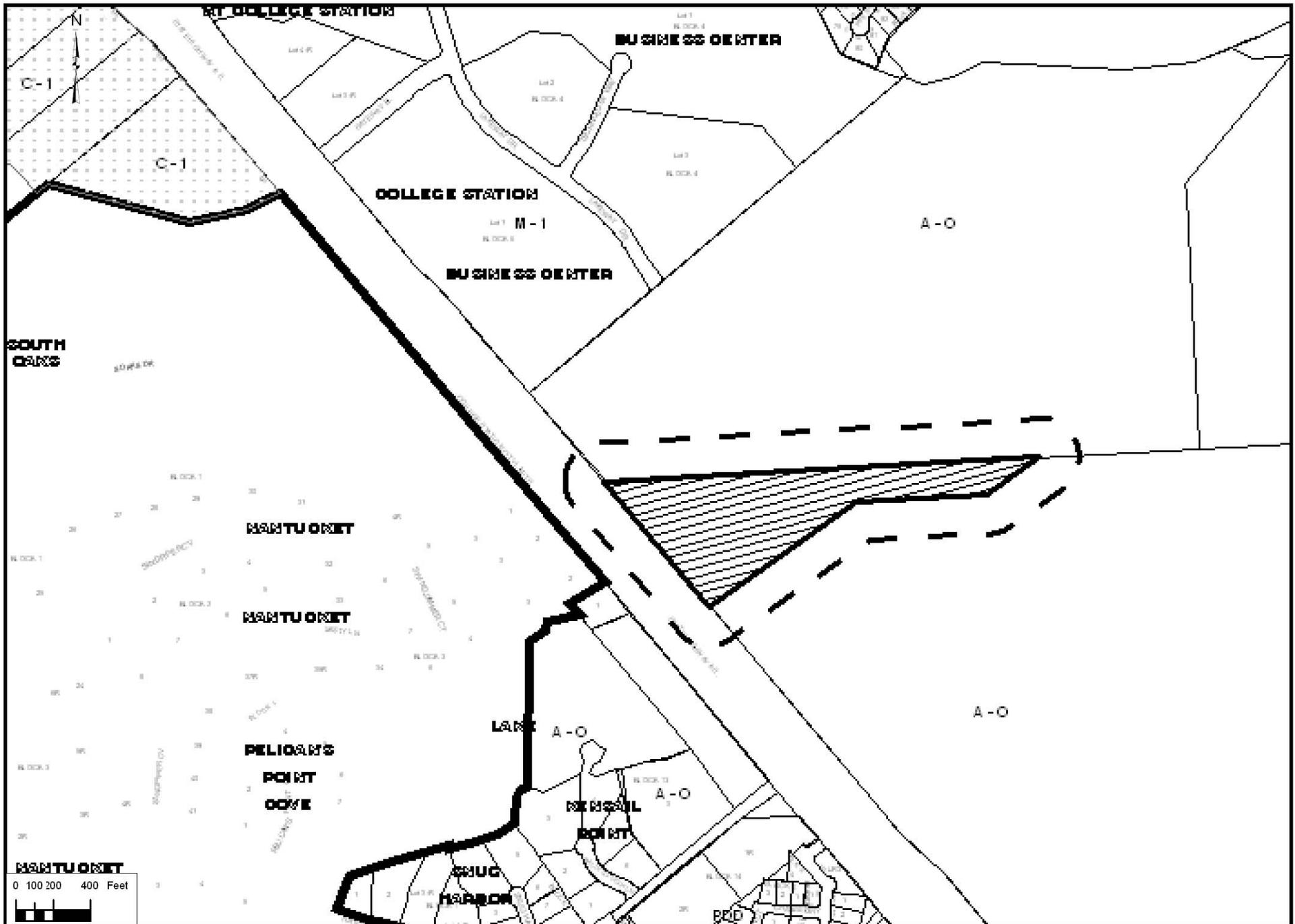
The project is just north of the proposed Nantucket interchange on State Highway 6 South.

The subject property was annexed in 1996 and subsequently zoned A-O (Agricultural Open). The entire property underwent a Comprehensive Plan Amendment in 2004. At that time, the applicant recommended this property be amended to Retail Regional, however, the Planning and Zoning Commission and City Council concurred with Staff's recommendation that the area remain as Industrial R&D. The property is not currently platted.

Budget & Financial Summary: None.

Attachments:

1. Small Area Map (SAM) & Aerial
2. Infrastructure and Facilities
3. Zoning District Fact Sheet, C-2 (Commercial Industrial)
4. Ordinance



 DEVELOPMENT REVIEW

ANIMATE HABITAT

Case: 06-278

REZONING



 DEVELOPMENT REVIEW

ANIMATE HABITAT

Case: 06-278 REZONING

ANIMATE HABITAT REZONING INFRASTRUCTURE AND FACILITIES

Water: The subject tract is supported by an 8-in water main, which runs along the State Highway 6 Frontage Road. A fire flow analysis will be required to verify that all CS/B Unified Guideline requirements are met.

Sewer: The subject tract is supported by a 15-in sanitary sewer main, which runs along the southern property line.

Streets: The subject tract is located on State Highway 6 frontage.

Off-site Easements: None known at this time.

Drainage: The subject property is located in the Alum Creek drainage basin.

Flood Plain: The subject tract is encroached by 100-yr floodplain, specifically Special Flood Hazard Area – Zone AE.

Oversize request: None known at this time.

Impact Fees: The subject tract is encroached by Alum Creek Sanitary Sewer Impact Fee (\$243.38 / LUE).

UNIFIED DEVELOPMENT ORDINANCE FACT SHEET

C-2 Commercial-Industrial

This district is designed to provide a location for outlets offering good and services to a limited segment of the general public. The uses included primarily serve other commercial and industrial enterprises.

Permitted Uses:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, Indoor Instruction
- Educational Facility, Outdoor Instruction
- Educational Facility, Primary & Secondary
- Educational Facility, Tutoring
- Educational Facility, Vocational / Trade
- Government Facilities
- Health Care, Hospital
- Health Care, Medical Clinic
- Parks
- Places of Worship
- Animal Care Facility -Indoor
- Animal Care Facility -Outdoor
- Conference / Convention Center
- Country Club
- Dry Cleaners and Laundry
- Fraternal Lodge
- Funeral Homes
- Offices
- Parking as a Primary Use
- Printing / Copy Shop
- Radio / TV station / studios
- Shooting Range, Indoor
- Storage, Self Service
- Bulk Storage Tanks / Cold Storage Plant
- Industrial, Light
- Scientific Testing / Research Laboratory
- Storage, Outdoor -Equipment or Materials
- Warehousing / Distribution
- Wireless Telecommunication Facilities -Unregulated

Permitted with Specific Use Standards:

- Commercial Garden/Greenhouse/Landscape Maintenance
- Commercial Amusements
- Golf Course or Driving Range
- Retail Sales and Service
- Sexually Oriented Business
- Wholesales / Services
- Vehicle Sales, Rental, Repair and Service
- Recycling Facility -Large
- Utility
- Wireless Telecommunication Facilities -Intermediate

Permitted with a Conditional Use Permit:

- Wireless Telecommunication Facility -Major

ORDINANCE NO. _____

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

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

PART 1: That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 8th day of March, 2007.

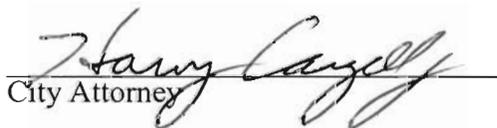
APPROVED:

RON SILVIA, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from A-O, Agricultural Open to C-2, Commercial Industrial:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE S.D. SMITH SURVEY, ABSTRACT NO. 210 IN COLLEGE STATION, BRAZOS COUNTY, TEXAS AND BEING PART OF A 1282.09 ACRE TRACT DESCRIBED IN THE DEED FROM THOUSAND OAKS DEVELOPMENT COMPANY JOINT VENTURE TO ANIMATE HABITAT LTD. RECORDED IN VOLUME 5463, PAGE 208 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS (O.R.B.C.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT "B" AND SHOWN GRAPHICALLY IN THE ATTACHED EXHIBIT "C."

EXHIBIT "B"

BEGINNING: at a found 1/2-inch iron rod marking the most westerly corner of the said 1282.09 acre tract, the south corner of the called 50.00 acre Pebble Creek Development Company tract described in Volume 1600, Page 313 (O.R.B.C) and said iron rod also being in the northeast right-of-way line of State Highway No. 6 (width varies at this location);

THENCE: N 88° 37' 07" E along the common line between the said 1282.09 acre tract and the called 50.00 acre tract, at a distance of 2106.75 feet pass a found 1/2-inch iron rod marking the southeast corner of the said called 50.00 acre tract and the southwest corner of the 505.19 acre Pebble Creek Development Company Tract One described in Volume 1671, Page 276 (O.R.B.C.), continuing for a total distance of 2361.73 feet for corner;

THENCE: into the interior of the said 1282.09 acre tract for the following eleven (11) calls:

- 1) S 24° 33' 55" W for a distance of 122.37 feet for corner,
- 2) S 51° 27' 38" W for a distance of 225.17 feet for corner,
- 3) S 88° 35' 12" W for a distance of 252.58 feet for corner,
- 4) N 79° 19' 45" W for a distance of 272.04 feet for corner,
- 5) S 88° 37' 58" W for a distance of 260.67 feet for corner,
- 6) S 56° 39' 05" W for a distance of 345.39 feet for corner,
- 7) S 59° 50' 41" W for a distance of 402.48 feet for corner,
- 8) N 89° 33' 55" W for a distance of 40.92 feet for corner,
- 9) N 36° 43' 09" W for a distance of 128.86 feet for corner,
- 10) S 78° 34' 30" W for a distance of 85.41 feet for corner and
- 11) S 54° 19' 17" W for a distance of 121.27 feet for corner, said corner being in the said northeast right-of-way of State Highway No. 6;

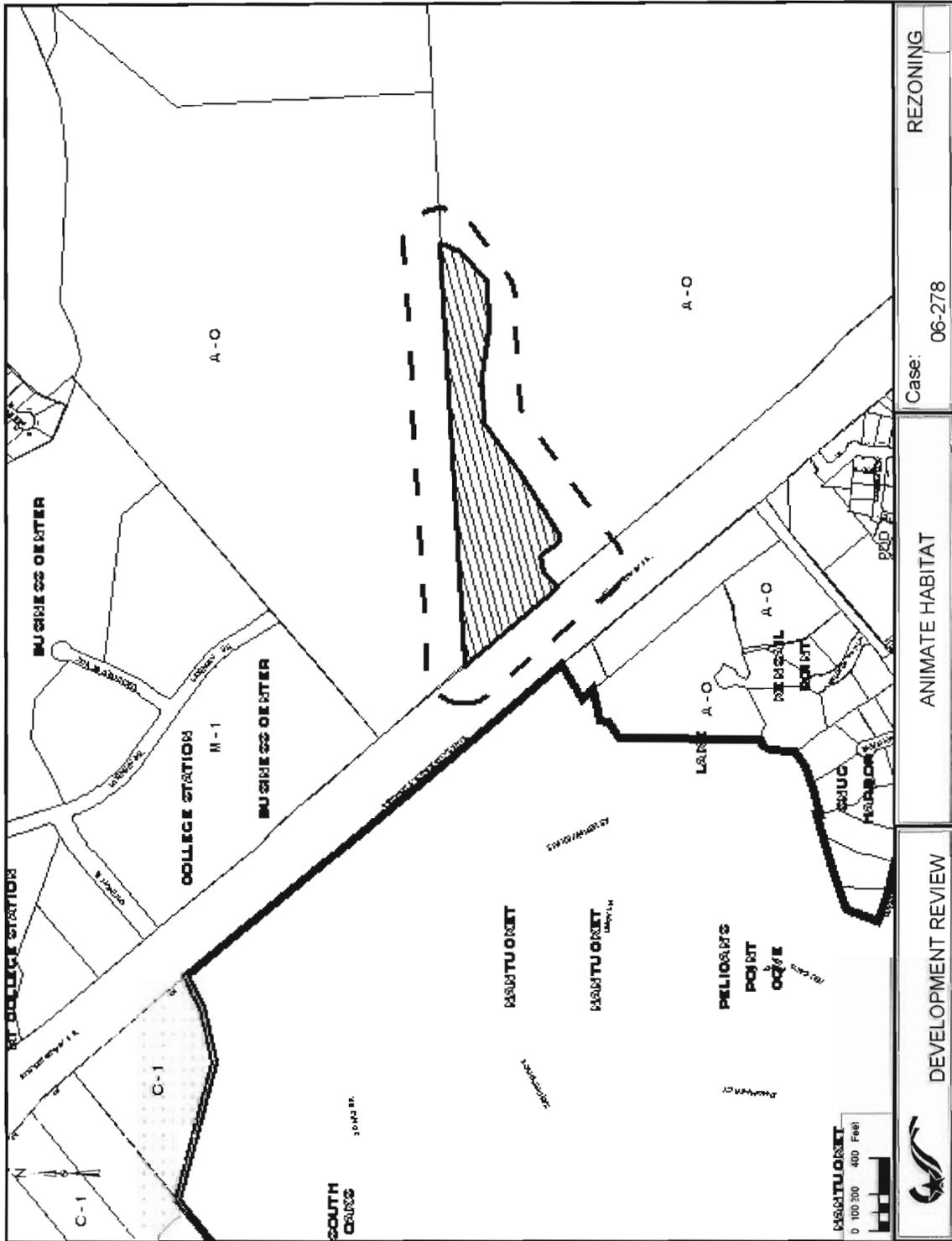
THENCE: N 38° 02' 24" W along said line of State Highway No. 6 for a distance of 676.54 feet to the POINT OF BEGINNING and containing 16.373 acres of land, more or less.

I, Kevin R. McClure, Registered Professional Land Surveyor No. 5650, State of Texas, do hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition 2 Survey.


Kevin R. McClure, R.P.L.S. #5650
2/14/07



EXHIBIT "C"



REZONING

Case: 06-278

ANIMATE HABITAT

DEVELOPMENT REVIEW



March 8, 2007
Regular Agenda
Conditional Use Permit for Miles Subdivision

To: Glenn Brown, City Manager

From: Lance Simms, Acting Director of Planning & Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance approving a Conditional Use Permit for a multi-family development with no retail in the Wolf Pen Creek Zoning District located at 1811 George Bush Drive East in the general vicinity of the mid-block of George Bush Drive East between Harvey Road and Holleman Drive East.

Recommendation(s): The Planning and Zoning Commission unanimously recommended approval of the Conditional Use Permit (CUP) at their 15 February meeting. Staff also recommends approval.

Summary: The applicant is proposing a 25 to 30 unit multi-family development located along the Wolf Pen Creek corridor directly behind the Arbors apartments and across Wolf Pen Creek (WPC) from Fazzoli's. The property is approximately 160 feet wide at its widest point and 800 feet deep, creating a very narrow lot with limited access. Due to the site configuration, Staff supports multi-family development on the tract without retail on the first floor. The developer has proposed a concept plan that shows buildings oriented toward the creek with parking adjacent to the Arbors apartment complex. Additionally, the developer shows two access points to the future trail system.

Since this project is located within the WPC District, the site plan will have to be reviewed and approved by the Design Review Board.

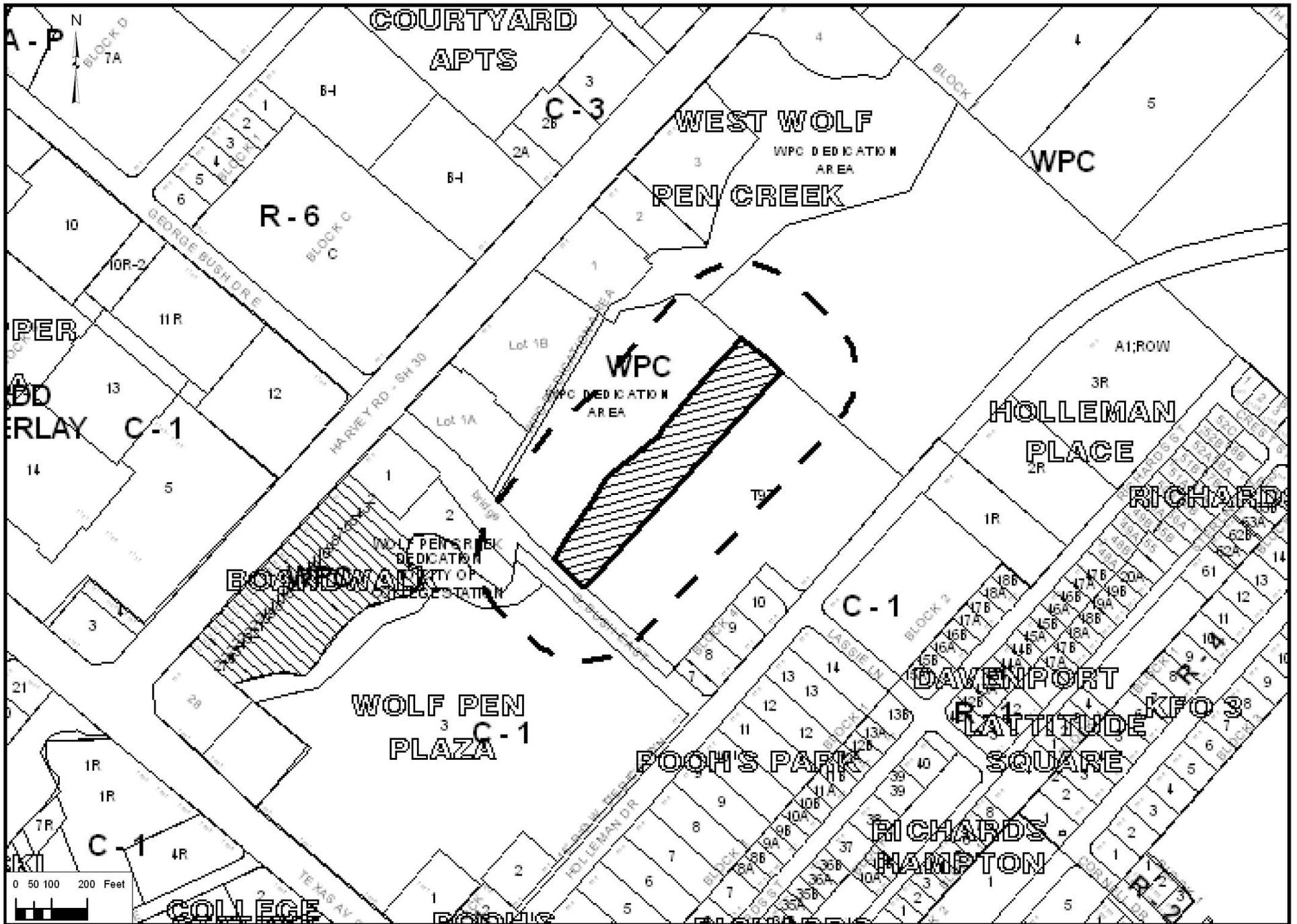
The Comprehensive Plan identifies this property as Wolf Pen Creek on the land use plan. The property has 125 feet of frontage on George Bush Drive East, a Minor Arterial on the City's Thoroughfare Plan.

The subject property was annexed in 1958. The property was rezoned to the WPC Zoning District in 1989. The property was platted in February 2007.

Budget & Financial Summary: N/A

Attachments:

1. Small Area Map (SAM) & Aerial
2. Concept Plan
3. Ordinance



 DEVELOPMENT REVIEW

MILES WPC MULTIFAMILY

Case: 07-009 CUP



0 50 100 200 Feet

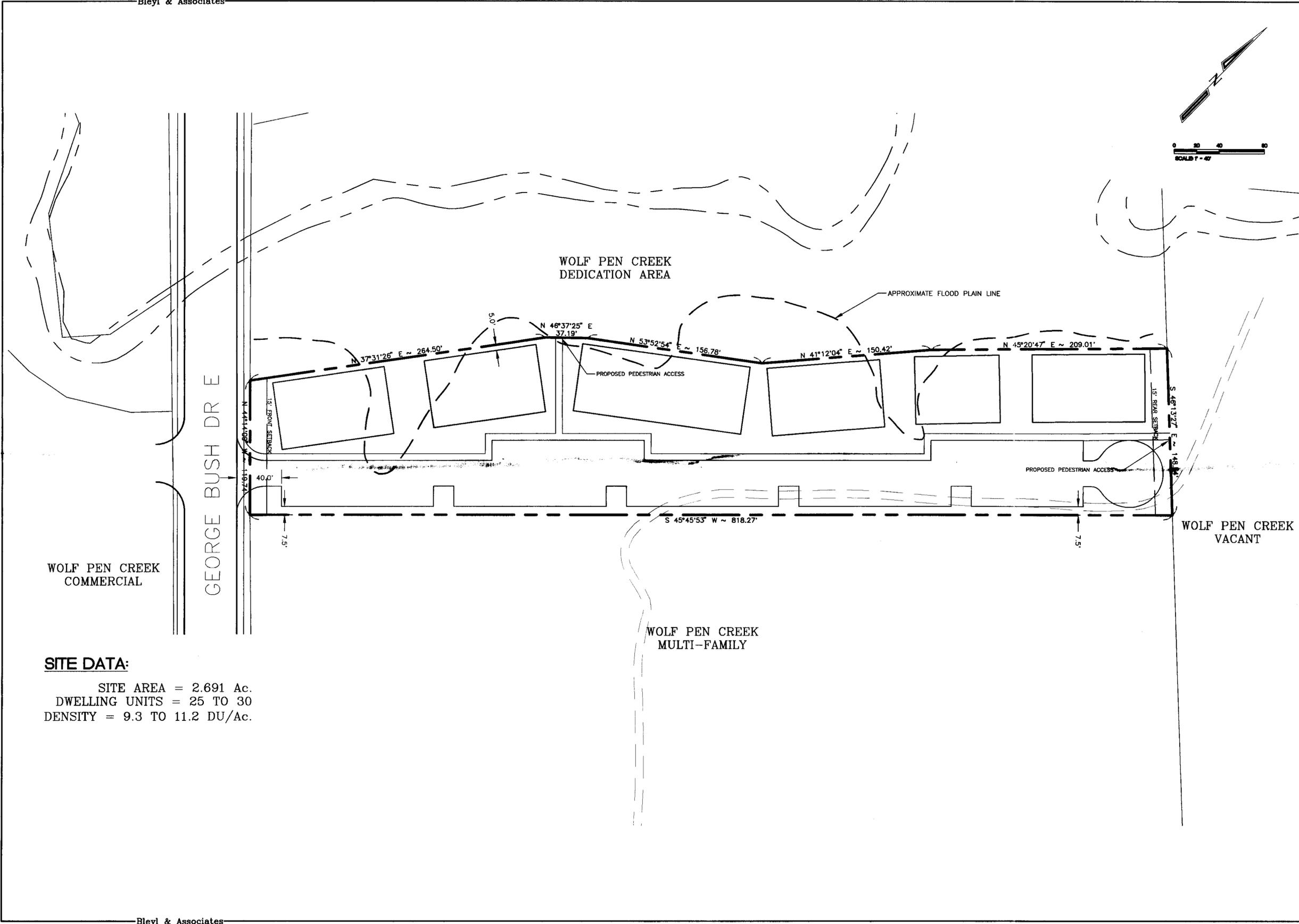


DEVELOPMENT REVIEW

MILES WPC MULTIFAMILY

Case: 07-009

CUP



WOLF PEN CREEK COMMERCIAL

SITE DATA:
 SITE AREA = 2.691 Ac.
 DWELLING UNITS = 25 TO 30
 DENSITY = 9.3 TO 11.2 DU/Ac.

REV	DATE	BY	APP	COMMENT

PREPARED FOR: _____
 SCALE: AS SHOWN
 DATE: DECEMBER, 2006
 DRAWN BY: J.R. SHW
 PROJECT MANAGER: BRETT MCULLY, P.E.

Bleyl & Associates
 Project Engineering & Management
 1728 BROADMOOR, STE. 210
 DALLAS, TEXAS 75202
 (972) 268-1125 PHONE
 (972) 260-3849 FAX

2051 N. LOOP, 318 W
 CORNER
 DALLAS, TEXAS 75204
 (936) 441-7633 PHONE
 (936) 760-3633 FAX

**MILES WPC MULTI-FAMILY
 CONCEPT PLAN ONLY**

PROJECT NUMBER
7040

FILE NAME: X-7040

SHEET: **1** OF: _____

Z:\Users\joseph.bush@bleyl.com\Documents\7040\7040.dwg 2/7/2007 12:00 PM DWGWRITE

07-09
 JRS
 2-01-07
 3:13
 83

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE", SECTION 3.13, "DEVELOPMENT REVIEW PROCEDURES, CONDITIONAL USE PERMIT", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES AS DESCRIBED BELOW; DECLARING A PENALTY, AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 12, "Unified Development Ordinance", Section 3.13, "Development Review Procedures, Conditional Use Permit", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 8th day of March 2007.

ATTEST:

APPROVED:

Connie Hooks, City Secretary

RON SILVIA, MAYOR

APPROVED:



City Attorney

EXHIBIT "A"

That the Official Zoning Map of the City of College Station, Section 3.13, "Development Review Procedures, Conditional Use Permit", of Chapter 12, "Unified Development Ordinance", is hereby amended as follows:

That a Conditional Use Permit is hereby granted for multi-family without first floor retail in the Wolf Pen Creek Zoning District as provided for in Chapter 12, "Unified Development Ordinance", Section 3.13, "Development Review Procedures, Conditional Use Permit", of the Code of Ordinance of the City of College Station. The property located at 1811 George Bush Drive East described by metes and bounds in Exhibit "B" and shown graphically in Exhibit "C" is granted a Conditional User Permit for first floor multi-family.

EXHIBIT "B"

GALINDO ENGINEERS AND PLANNERS, INC.

3833 South Texas Ave., Suite 213 Bryan, TX 77802 979-846-8868

2.691-ACRES

Morgan Rector Survey, A-46
College Station, Brazos County, Texas

Being a 2.691-acre tract or parcel of land lying and being situated in the Morgan Rector Survey, Abstract 46, Brazos County, Texas, and being the remainder of the Called 12.18-acre tract of land conveyed to Thomas D. and Bernard D. Lacour by Debra Estella Lacour McLaughlin, et al, by deed recorded in Volume 398, Page 768, Deed Records, Brazos County, Texas, also being the same tract Called 2.697 acres shown, but not platted, as Reserve Tract for Future Development on the Final Plat of Lacour Subdivision, Phase I, recorded in Volume 2608, Page 207, Official Records, Brazos County, Texas, and said 2.691-acre tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod set at the easternmost corner of said Lacour Subdivision, said rod being located on the southwestern boundary line of the Called 13.45-acre tract of land described in conveyance deed to Southwest Equity Co. recorded in Volume 1128, Page 713, Official Records, Brazos County, Texas, said rod furthermore being located 3,522.79' - S 85°45'37" E from City of College Station Monument No. 121;

THENCE S 46°13'27" E, along said 13.45-acre tract boundary line, for a distance of 148.54' to a 1/2" iron rod found at the northernmost corner of the Called 7.73-acre tract of land conveyed to Arbors of Wolf Pen Creek Partners by deed recorded in Volume 2477, Page 1, Official Records, Brazos County, Texas;

THENCE S 45°45'53" W, along the northwestern boundary line of said 7.73-acre tract, for a distance of 818.26' to a 1/2" iron rod found on the northeastern right of way line of George Bush Drive East, a 70'-wide City of College Station public right of way, a.k.a. Kyle Road, said rod also being the westernmost corner of said 7.73-acre Arbors of Wolf Pen Creek tract;

THENCE N 44°14'09" W, along said George Bush Drive East, right of way line, for a distance of 119.74', to a 1/2" iron rod found, said rod being located 3,070.11' - S 73°57'41" E from said City of College Station Monument No. 121;

THENCE along the southeastern boundary line of the said Lacour Subdivision for the following calls:

N 37°31'26" E, for a distance of 264.50' to a 1/2" iron rod found;

N 46°37'25" E, for a distance of 37.19' to a 1/2" iron rod found;

N 53°52'54" E, for a distance of 156.78' to a 1/2" iron rod found;

N 41°12'04" E, for a distance of 150.42' to a 1/2" iron rod found;

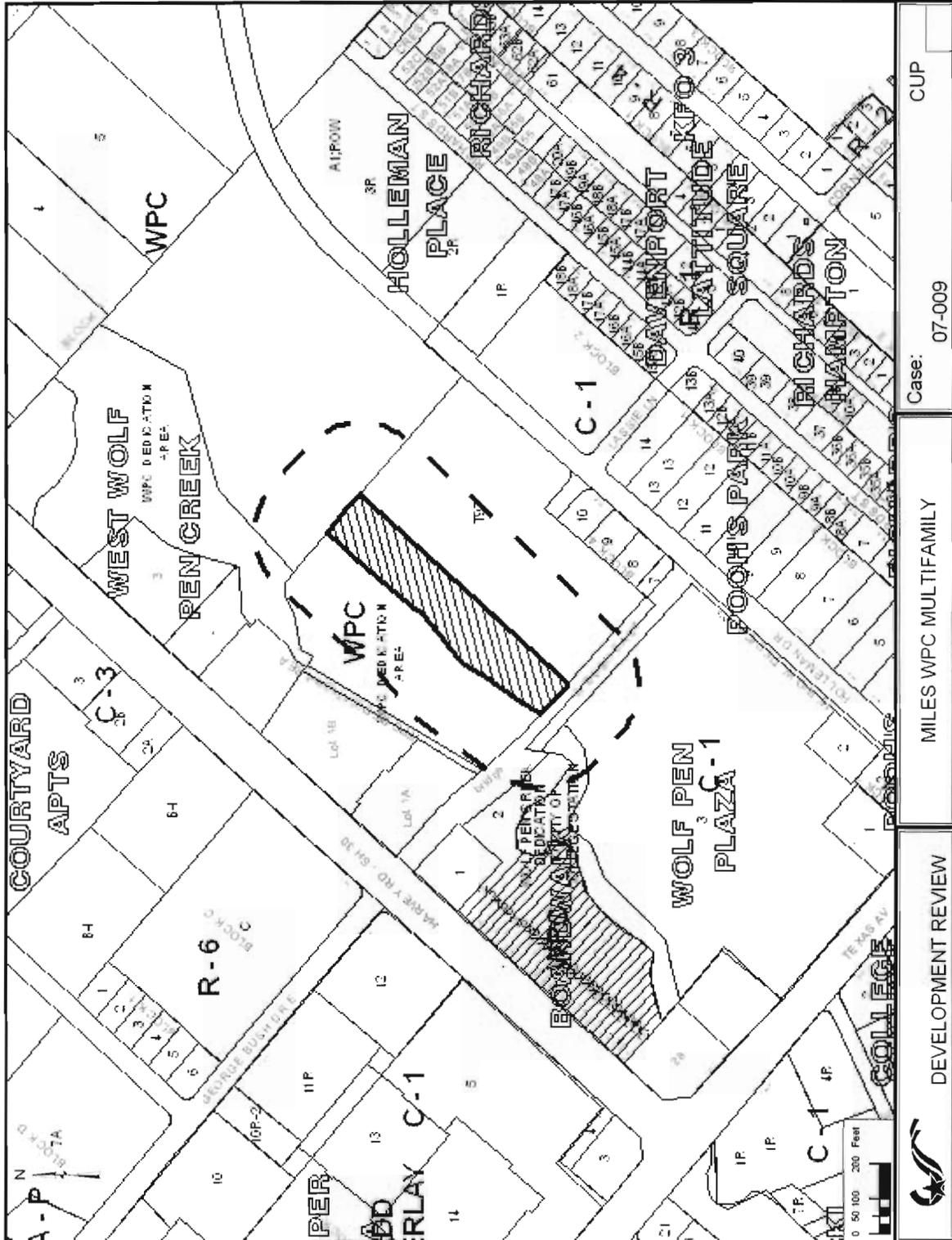
N 45°20'47" E, for a distance of 209.01' to the **POINT OF BEGINNING**, containing 2.691 acre of land, more or less.

NOTE: Bearings were obtained from the plat of Lacour Subdivision, Phase 1, Volume 2608, Page 207, Official Records, Brazos County, Texas.

Christian A. Galindo, P.E. # 53425, R.P.L.S. # 4473
February 6, 2007



EXHIBIT "C"



Case: 07-009

MILES WPC MULTIFAMILY

DEVELOPMENT REVIEW



**8 March 2007
Regular Agenda
Castlerock Comprehensive Plan Amendment**

To: Glenn Brown, City Manager

From: Lance Simms, Acting Director of Planning & Development Services

Agenda Caption: Public Hearing, Presentation, possible action, and discussion on an ordinance amending the Comprehensive Land Use Plan from Single-Family Medium Density to Office for 3.611 acres in the Castlerock Subdivision located on the north side of William D. Fitch Parkway across from Castlegate Subdivision.

Recommendation(s): The Planning and Zoning Commission unanimous voted to recommend approval of the comprehensive plan amendment at their regular meeting on 15 February. Staff recommends denial of the request.

Summary: This item is a reconsideration of a Comprehensive Plan Amendment for Castlerock Subdivision from Single Family Medium Density to Office. This item was originally heard by the Council in October of 2006 and referred back to the P&Z Commission for further consideration (see attached item background for more information). The applicant has decided to move forward with the comprehensive plan amendment request with no changes from the original submittal.

Budget & Financial Summary: N/A

Attachments:

1. Small Area Map (SAM) and Aerial Map
2. Item Background
3. Application
4. Additional Information (Provided by the Applicant)
5. Ordinance



R-1

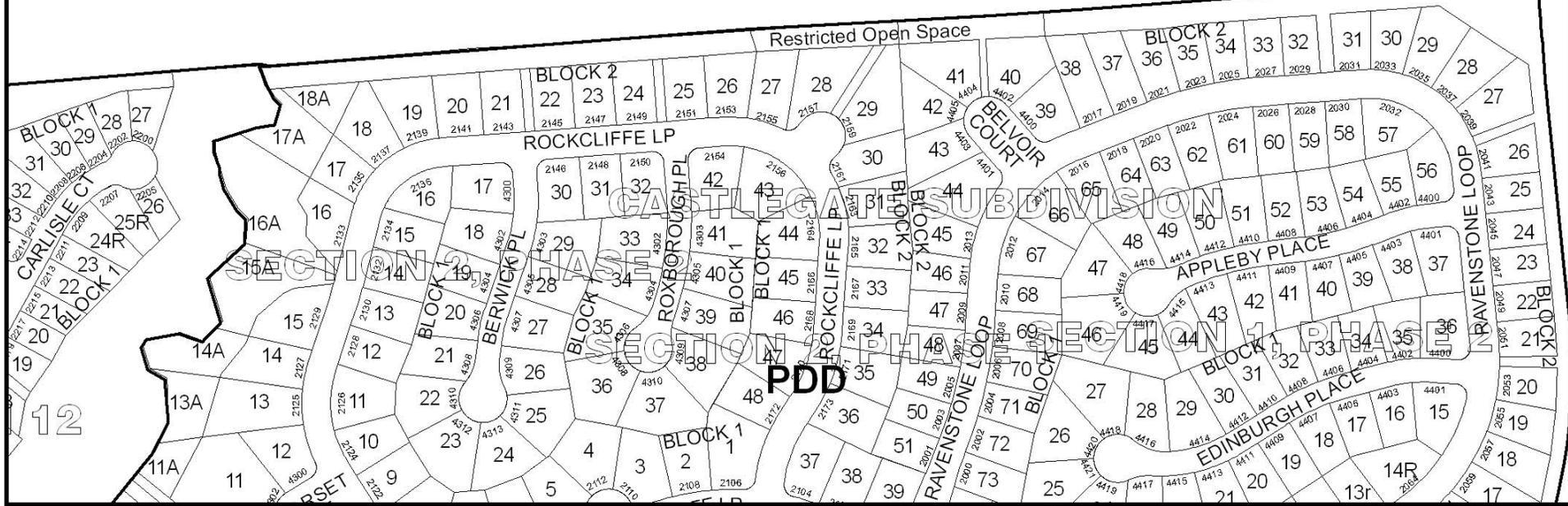
R-1

R-1

PDD

A

WILLIAM D. FITCH PKWY



DEVELOPMENT REVIEW

CASTLEROCK

Case: 06-500175

COMP PLAN



DEVELOPMENT REVIEW

CASTLEROCK

Case: 06-500175

COMP
PLAN

Item Background Castlerock Comprehensive Plan Amendment

This item originally came before the City Council in October of 2006. In the Council discussion there were concerns about traffic, access, proximity to the single-family area, and not knowing the end use. The City Council referred this item back to the Planning & Zoning Commission for further discussion and recommendation. Since that time, Staff met with the applicant to identify workable options to the Comprehensive Plan amendment. The possibility of amending the original P.D.D. (Planned Development District) zoning was discussed. However, the Ordinance requires the P.D.D. to be able to reflect the specific commercial or residential end user. The applicant is not in a position to reflect a specific use at this time, therefore, this is not a viable option. Staff also discussed the possibility of a P.M.U.D. (Planned Mixed-Use-District) with the applicant. This approach requires residential and non-residential land uses each constituting at least twenty percent (20%) of the overall land uses within the mixed-use development. The remaining sixty percent (60%) may be any combination. However, the applicant did not feel that the P.M.U.D. option was viable.

The Planning and Zoning Commission revisited this item on 15 February 2007 and voted unanimously to recommend approval of the Comprehensive Plan amendment.



FOR OFFICE USE ONLY

Case No. 06175

Date Submitted 8/18/06

1:50
BXL

COMPREHENSIVE PLAN AMENDMENT APPLICATION

(Check all applicable) Land Use Amendment Thoroughfare Amendment

alignment / location

classification

The following items must be submitted by the established deadline dates for consideration:

Two (2) copies of a fully dimensioned map on 24" X 36" paper showing:

- a. Land affected;
- b. Present zoning of property and zoning classification of all abutting properties;
- c. Current land use plan classification and proposed land use plan changes;
- d. Current land use classification of all abutting property;
- e. Current and proposed thoroughfare alignments

General location and address of property;

Total acres of property; and

All applicable Comprehensive Plan Amendment Request form(s) completed in full.

The following information must be completed before an application is accepted for review.

APPLICANT INFORMATION:

(if different from owner, a complete affidavit shall be required)

Name: DDH Investments, Inc - Wallace Phillips E-mail: _____

Street Address: 4490 Castlegate Drive

City: College Station State: TX Zip Code: 77845

Phone Number: 690-7250 Fax Number: 690-1041

PROPERTY OWNER'S INFORMATION:

Name: DDH Investments, Inc. E-mail: _____

Street Address: 4490 Castlegate Drive

City: College Station State: TX Zip Code: 77845

Phone Number: 690-7250 Fax Number: 690-1041

COMPREHENSIVE PLAN AMENDMENT REQUEST FORM

The following is required if an amendment to the **Land Use Plan** is requested. Based on the nature and extent of the requested amendment, additional studies may be required. Attach additional sheets if necessary.

Current Land Use Plan designation: See attached info

Requested Land Use Plan designation: See attached info

Explain the reason for this Land Use Plan amendment: See attached info

Identify what conditions have changed to warrant a change in the land use plan designation: See attached info

How does the requested land use designation further the goals and objectives of the City of College Station Comprehensive Plan? See attached info

Explain why the requested land use designation is more appropriate than the existing designation. See attached info

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct.

Wallace Phillip Myr
Signature and Title

8-16-06
Date

**Castlerock Subdivision
Comprehensive Plan Amendment Request Form
Amendment to Land Use Plan**

Current Land Use Plan designation: *Single Family Residential – Medium Density*

Requested Land Use Plan designation: *Office*

Explain the reason for this Land Use Plan amendment: *The location and size of the tract is not conducive to single-family residential land use. The tract is only 180' in depth. The minimum depth needed for a typical single-family development is 250' (2-100' lots and a 50' right-of-way) There is also a demand for office space in this area that is not part of a large commercial development..*

Identify what conditions have changed to warrant a change in the land use plan designation: *With the expected development of approximately 300 acres of commercial development at the intersection of State Highway 40, State Highway 6 and Greens Prairie Road, there will be a demand for small office buildings which do not have to be located in large commercial tract developments with high traffic volumes. The businesses which occupy these buildings will likely rely on the adjacent residential neighborhoods for their customers and their employees.*

How does the requested land use designation further the goals and objectives of the City of College Station Comprehensive Plan: *Office uses immediately adjacent to a single-family development will allow residents the option to bike or walk instead of drive to the office buildings in this proposed development. Some residents may even work at these businesses and realize the advantage of going to work without leaving the subdivision in which they reside.*

Explain why the requested land use designation is more appropriate than the existing designation: *This tract is not the proper shape for typical single-family housing with lots on both sides of a street. The tract will only adjoin residential property on one side since there is a green belt on two sides that will not be developed. With proper buffering, the office building development will have no adverse impact on the adjacent residential development. Office buildings adjacent to neighborhoods will promote pedestrian and bicycle traffic. In a similar manner, a portion of the Castlegate Subdivision was planned for non-residential uses along Greens Prairie Road; however, the Forest Ridge Elementary School now occupies most of the property that was planned for non-residential use.*

Greens Prairie Investors, Ltd.

• 4490 Castlegate Drive • College Station, Texas 77845 • (979)690-7250 •

1-10-07
11:22
gs
06-175

January 8, 2007

Jennifer Reeves
Development Services
City of College Station
P.O. Box 9960
College Station, TX 77842

RE: Comprehensive Land Use Amendment
Castlerock Subdivision (*Case #06-500175*)
College Station, Texas

Dear Ms. Reeves:

On October 12, 2006, the College Station City Council voted to send the above-referenced Land Use Amendment back to the Planning and Zoning Commission for further review and consideration. Please schedule this item for P&Z consideration as soon as possible. I propose that the amendment proceed as previously planned to change the land use classification to Office.

I have considered the other options the staff has proposed for this tract, and I still feel the "Office" land use classification and "A-P" zoning is necessary for my planning of the tract.

Attached is additional information I would like included in the packets presented to the P&Z and City Council for this item. This information is provided in hard copy, as well as in electronic format on the attached CD.

Please contact me at (979) 690-7250 if you have any questions.

Sincerely,


Wallace Phillips
Manager
Greens Prairie Investors, Ltd.

cc: Joe Schultz, P.E., Civil Development, Ltd.

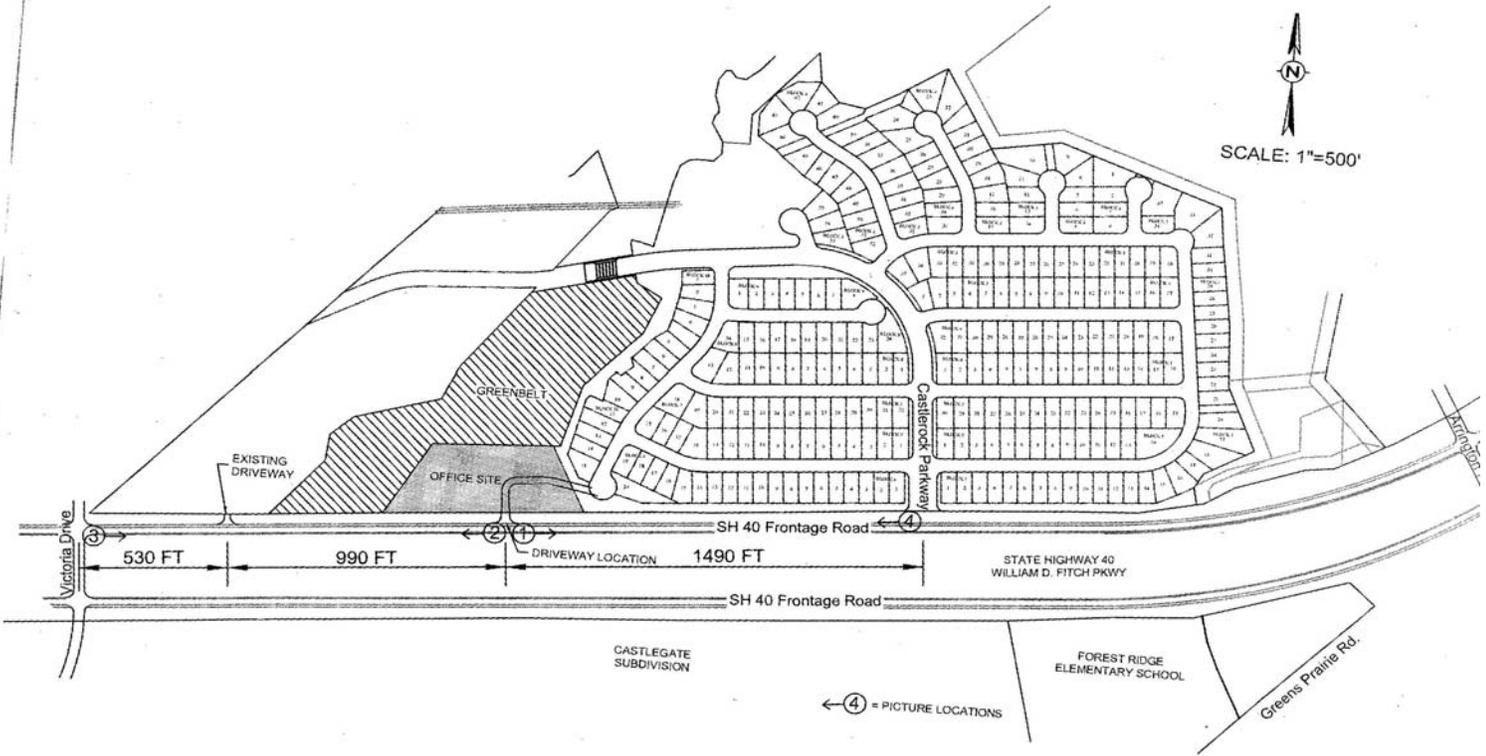
Comprehensive Land Use Amendment
Castlerock Subdivision

Attached is a sketch showing the location of the proposed office site on State Highway 40, William D. Fitch Parkway, at the west end of the proposed Castlerock Subdivision. As shown on the sketch, there will be only 3 street or driveway connections between the Arrington Road/SH 40 intersection, and the SH 40/Victoria Avenue intersection. All of these will be for right in/right out traffic only. The minimum driveway spacing for SH 40 is 425 feet. The separation distance from Castlerock Parkway to the future driveway for the Office Site is more than 3 times the 425 feet minimum distance. The profile of SH 40 in this area provides for excellent site visibility for traffic entering on SH 40, as shown on the attached photos.

SH 40 has 2-12.5 feet wide traffic lanes and a 10.5 feet wide improved shoulder which will serve as an acceleration/deceleration lane for traffic entering and exiting from SH 40. Traffic entering and exiting for the Office Site Driveway can do so just as safely as the traffic at Castlerock Parkway.



SCALE: 1"=500'





Picture #1: Looking from Office Drive east to Castlerock Parkway
(traffic coming towards camera)



Picture #2: Looking from Office Driveway west to Victoria Avenue
(traffic moving away from camera)



Picture #3: Looking from Victoria Avenue east back to Office Driveway
(traffic coming towards camera)



Picture #4: Looking from Castlerock Parkway west to Office Driveway
(traffic moving away from camera)

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE **LAND USE PLAN**, FOR THE AREA **NORTH OF WILLIAM D. FITCH PARKWAY ACROSS FROM CASTLEGATE PHASE II**, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That the "Comprehensive Plan of the City of College Station" be amended by amending the Land Use Plan as set out in Exhibits "A" and "B", for the identified area 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: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 8TH day of March, 2007.

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:



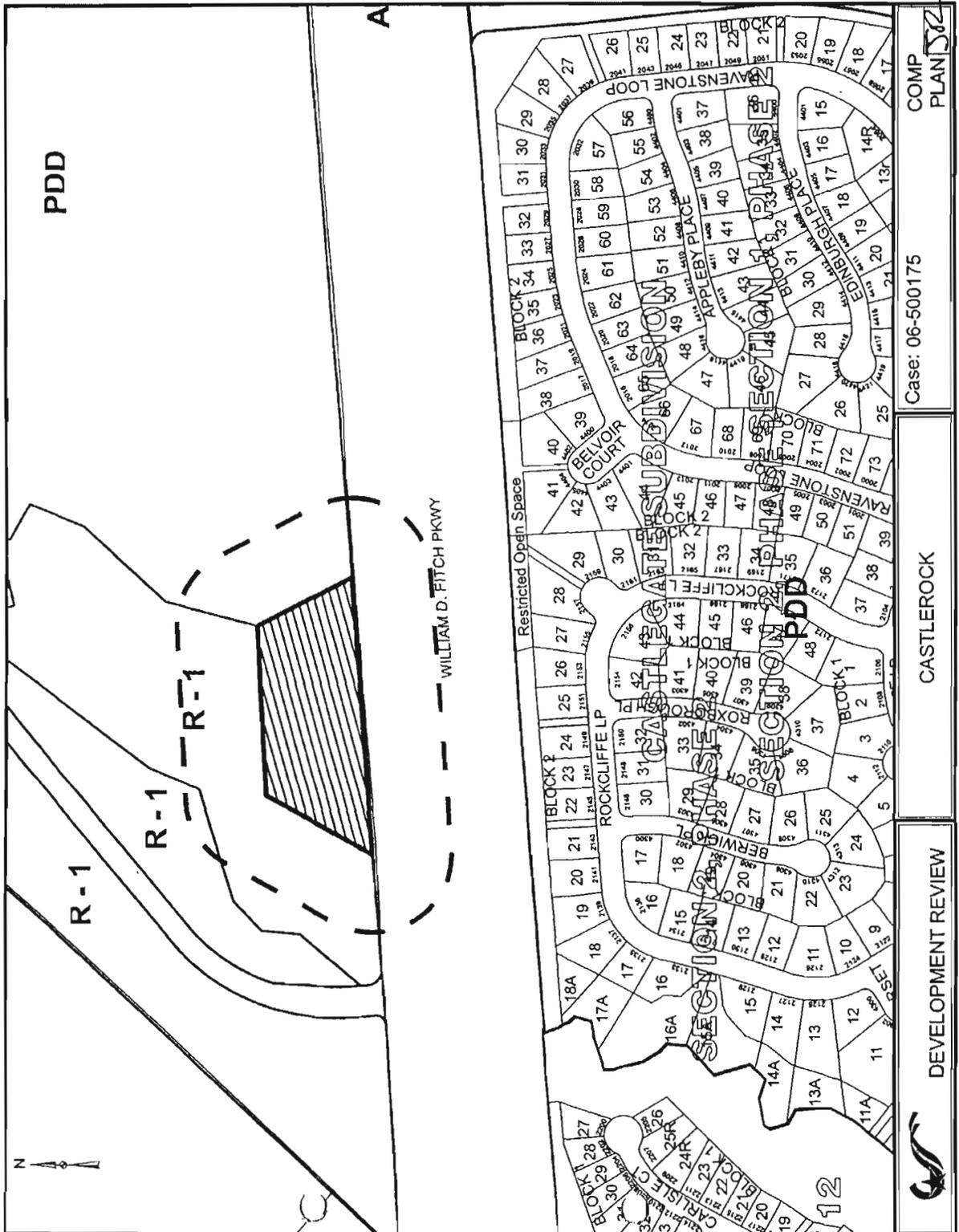
City Attorney

EXHIBIT "A"
AMENDED AREA OF
COLLEGE STATION LAND USE MAP

That the "Comprehensive Plan" of the City of College Station, Texas, is hereby amended by amending the College Station Land Use Plan Map as follows:

The 3.611 acres generally located along the north side of William D. Fitch Parkway across from Castlegate Phase II is amended from Single Family Medium Density to Office, as shown on the attached Exhibit "B".

EXHIBIT "B"



8 March 2007
Regular Agenda
UDO Amendment - Administrative Adjustments

To: Glenn Brown, City Manager
From: Lance Simms, Acting Director of Planning & Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12, City of College Station Code of Ordinances, Section 3.15 of the Unified Development Ordinance, authorizing administrative adjustments for off-street parking standards.

Recommendation(s): The Planning and Zoning Commission unanimously voted to recommend approval of the amendment at their regular meeting on 15 February 2007. Staff also recommends approval.

Summary: Section 3.15 of the Unified Development Ordinance (UDO) allows the Administrator to authorize adjustments of up to ten percent (10%) from any dimensional standards set forth in Section 5.2 (Residential Dimensional Standards), Section 5.4 (Non-Residential Standards) and Section 5.7 (Design District Dimensional Standards). Any request greater than ten percent (10%) is considered a variance and heard by the Zoning Board of Adjustments.

Until recently, the Administrator also had the authority to grant administrative adjustments of up to ten percent (10%) to Section 7.2 (Off-Street Parking Standards). Last summer, at Staff's request, the City Council amended the UDO to remove the Administrator's authority to grant variances to off-street parking standards. Since then, there have been occasions where it would have been helpful to have the administrative adjustment as an option to consider. Therefore, Staff recommends that the UDO be amended to restore the Administrator's authority in this area.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 3.15 ADMINISTRATIVE ADJUSTMENTS, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 12, "Unified Development Ordinance," Section 3.15 ADMINISTRATIVE ADJUSTMENTS, 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: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 8th day of March, 2007.

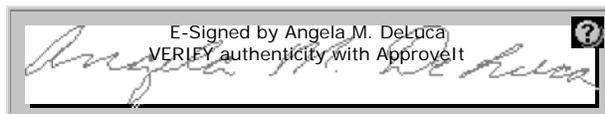
APPROVED:

RON SILVIA, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:

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

City Attorney

EXHIBIT “A”

That Chapter 12, “Unified Development Ordinance,” Section 3.15 “ADMINISTRATIVE ADJUSTMENTS”, Subsection B “Applicability” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by deleting the subsection in its entirety and replacing with the following:

“(B) Applicability – The Administrator shall have the authority to authorize adjustments of up to ten percent (10%) from any dimensional standard set forth in Section 5.2 Residential Dimensional Standards, Section 5.4 Non-Residential Dimensional Standards, Section 5.7 Design District Dimensional Standards, and Section 7.2 Off –Street Parking Requirements of this UDO. Any adjustment request greater than ten percent (10%) shall be treated as a variance handled by the Zoning Board of Adjustment subject to the requirements of Section 3.16, Variances.”

March 8, 2007
Regular Agenda
418 College Main - Easement Abandonment

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Public hearing, presentation, possible action, and discussion regarding an ordinance vacating and abandoning a 996 square foot portion of the Public Utility Easement, in the City of College Station.

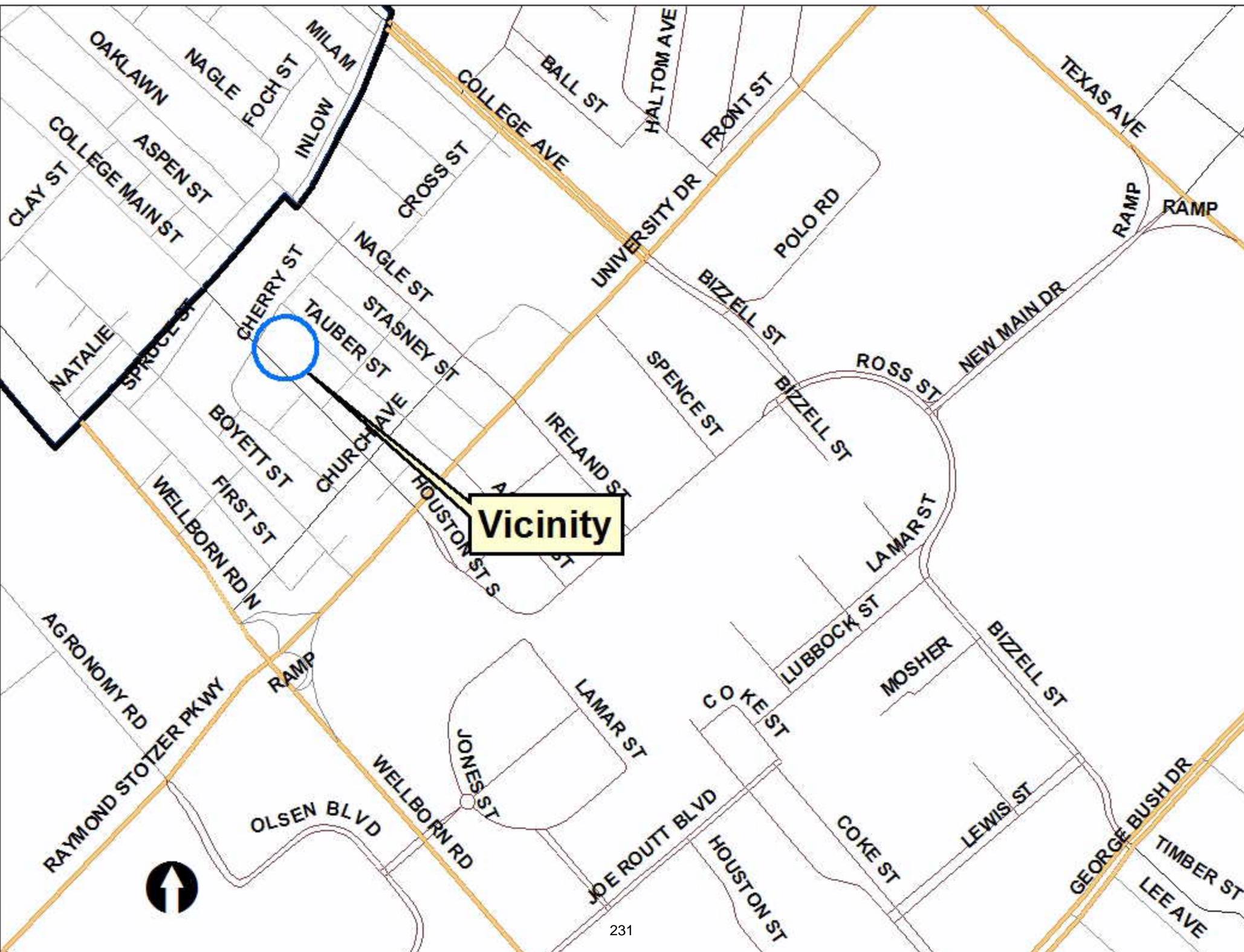
Recommendation(s): Staff recommends approval of the Application for Abandonment of the portion of the easement.

Summary: The easement proposed to be abandoned is a 996 square foot portion of a five (5) foot wide Public Utility Easement, which is located on Lots 1, 2, and 3 of Block 22, W. C. Boyett Estate Partition. There are no public or private utilities in this portion of the utility easement to be abandoned. Abandonment of this portion of the utility easement makes way for the construction of The Factory, a new residential loft development.

Budget & Financial Summary: N/A

Attachments:

1. Exhibit 1 - Vicinity Map
2. Exhibit 2 – PUE Abandonment Location
3. Exhibit 3 - Ordinance
4. Exhibit 4 - Ordinance Exhibit "A"
5. Exhibit 5 - Application



CHERRY ST

TAUBER ST

COLLEGE MAIN

TAUBER S

Abandonment Location



ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 996 SQUARE FOOT PORTION OF THE FIVE (5) FOOT WIDTH PUBLIC UTILITY EASEMENT, SAID PORTION LYING IN LOTS 1, 2, AND 3, BLOCK 22, OF THE W. C. BOYETT ESTATE PARTITION ACCORDING TO THE PLAT RECORDED IN VOLUME 100, PAGE 440 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, AND ACCORDING TO THE EASEMENT FOR PUBLIC UTILITIES AS DESCRIBED IN VOLUME 128, PAGE 412 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 Five (5) Foot Width Public Utility Easement, said portion lying along Lots 1, 2, and 3, Block 22, of the W.C. Boyett Estate Partition, according to the plat recorded in Volume 100, Page 440, of the Official Records of Brazos County, Texas, and according to the easement for public utilities as described in Volume 128, Page 412 of the Official Records of Brazos County, Texas as described in Exhibit "A" attached hereto (such portion hereinafter referred to as the "Public Utility Easement"); and

WHEREAS, in order for the Public Utility 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 Public Utility Easement described in Exhibit "A" attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Public Utility 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 Public Utility Easement.
3. There is no anticipated future public need or use for the Public Utility Easement.
4. Abandonment of the Public Utility Easement will not impact access for all public utilities to serve current and future customers.

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2007.

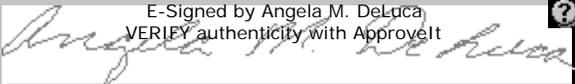
APPROVED:

RON SILVIA, Mayor

ATTEST:

CONNIE HOOKS, City Secretary

APPROVED:

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


City Attorney

**METES AND BOUNDS DESCRIPTION
OF A
996 SQUARE FOOT TRACT
W. C. BOYETT ESTATE PARTITION
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 LOTS 1, 2 AND 3, BLOCK 22, 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 THAT PORTION OF A CALLED 5.00 FOOT WIDE EASEMENT FOR PUBLIC UTILITIES AS DESCRIBED IN VOLUME 128, PAGE 412 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEAST LINE OF COLLEGE MAIN MARKING THE SOUTH CORNER OF SAID LOT 1 AND THE WEST CORNER OF LOT 8, BLOCK 4, W. C. BOYETT ESTATE PARTITION;

THENCE: N 44° 14' 36"W ALONG THE NORTHEAST LINE OF COLLEGE MAIN FOR A DISTANCE OF 5.01 FEET TO A POINT ON THE NORTHWEST LINE OF SAID EASEMENT;

THENCE: N 41° 50' 56" E THROUGH SAID LOTS 1, 2 AND 3, AND ALONG THE NORTHWEST LINE OF SAID EASEMENT FOR A DISTANCE OF 199.00 FEET TO A POINT ON THE COMMON LINE OF SAID LOT 3 AND LOT 4, BLOCK 22;

THENCE: S 47° 24' 50" E ALONG THE COMMON LINE OF SAID LOT 3 AND LOT 4 FOR A DISTANCE OF 5.00 FEET TO A POINT ON THE NORTHWEST LINE OF LOT 9, BLOCK 4, FOR REFERENCE A 3/8 INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF SAID LOT 4 MARKING THE NORTH CORNER OF SAID LOT 9 BEARS: N 41° 50' 56" E FOR A DISTANCE OF 26.40 FEET;

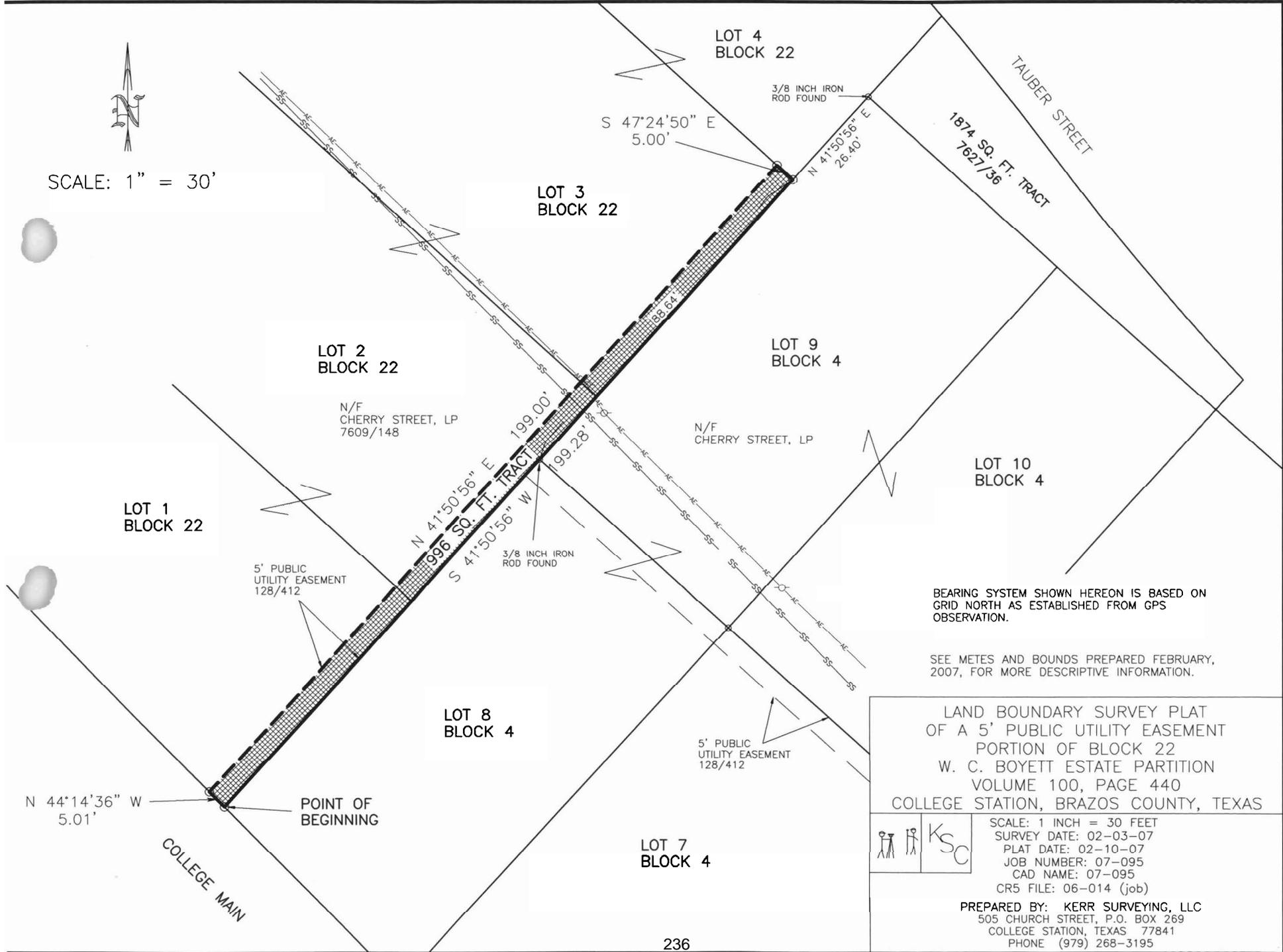
THENCE: S 41° 50' 56" W ALONG THE COMMON LINE OF SAID LOTS 1, 2 AND 3, AND SAID LOTS 8 AND 9, SAME BEING THE SOUTHEAST LINE OF SAID EASEMENT, AT 88.64 FEET PASS A 3/8 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF SAID LOTS 8 AND 9, CONTINUE ON FOR A TOTAL DISTANCE OF 199.28 FEET TO THE **POINT OF BEGINNING** CONTAINING 996 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND NOVEMBER, 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/MAB/07-095.MAB



SCALE: 1" = 30'



BEARING SYSTEM SHOWN HEREON IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

SEE METES AND BOUNDS PREPARED FEBRUARY, 2007, FOR MORE DESCRIPTIVE INFORMATION.

LAND BOUNDARY SURVEY PLAT
OF A 5' PUBLIC UTILITY EASEMENT
PORTION OF BLOCK 22
W. C. BOYETT ESTATE PARTITION
VOLUME 100, PAGE 440
COLLEGE STATION, BRAZOS COUNTY, TEXAS



SCALE: 1 INCH = 30 FEET
SURVEY DATE: 02-03-07
PLAT DATE: 02-10-07
JOB NUMBER: 07-095
CAD NAME: 07-095
CR5 FILE: 06-014 (job)

PREPARED BY: KERR SURVEYING, LLC
505 CHURCH STREET, P.O. BOX 269
COLLEGE STATION, TEXAS 77841
PHONE (979) 268-3195



For Office Use Only
P&Z Case No. 07-34
Date Submitted: 2/13/07
11:47
gs

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).
- A completed copy of the Easement Dedication Sheet application with all requirements.

ADDRESS 418 COLLEGE MAIN

LEGAL DESCRIPTION: 5 FOOT EASEMENT ACROSS LOTS 1-4, BLOCK 22, BOYETT SUBDIVISION

APPLICANT (Primary Contact for the Project):

Name DALE O'REILLY E-Mail DALE@ARBOL.COM

Street Address 10777 WESTHEIMER, SUITE 1125

City HOUSTON State TEXAS Zip Code 77042

Phone Number 713-782-7799 EXT.7 Fax Number 713-782-2626

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

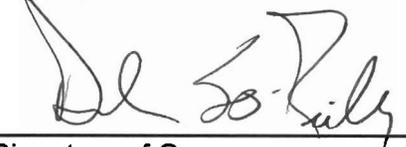
Name CHERRY STREET L.P. E-Mail _____

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 of Owner

2/9/2007

Date

**APPLICATION FOR
THE ABANDONMENT OF A
PUBLIC RIGHT-OF-WAY/EASEMENT**

Date: 2/9/2007

Location of Right-of-Way/Easement to be Abandoned: 5 FOOT EASEMENT ACROSS LOTS
1-4, BLOCK 22, BOYETT SUBDIVISION

Property Owner's Name & Address: CHERRY STREET L.P., 10777 WESTHEIMER,
#1125, HOUSTON, TEXAS 77042

Property Owner's Phone Number: 713-782-7799 EXT.7

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:

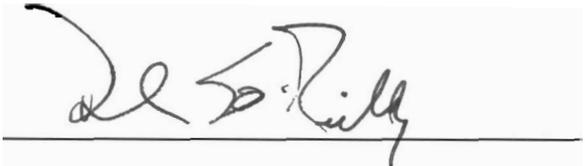
1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.
2. Attached, marked Exhibit No. 1, are two sealed metes and bounds descriptions (dividing the area in half) of the area sought 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)

TEXAS A&M ASSOCIATION OF BAPTIST STUDENTS

7. Such public right-of-way/easement should be abandoned because:
THIS EASEMENT IS NOT NEEDED. NEW CONSTRUCTION IS _____
PLANNED FOR THIS SITE.

8. Such public right-of-way/easement has been and is being used as follows:
ATMOS WAS USING PART OF THIS EASEMENT, BUT HAS
RELOCATED THEIR LINE.

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: 

Owner's Name: CHERRY STREET LP (by: DALE O'REILLY)

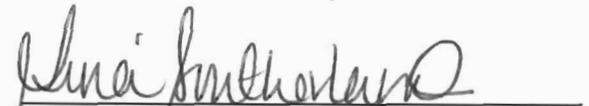
Owner's Address: 10777 WESTHEIMER, #1125, HOUSTON,
TEXAS 77042

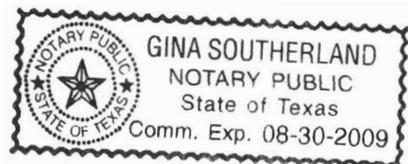
Owner's Phone Number: 713-782-7799 EXT. 7

STATE OF TEXAS }
COUNTY OF BRAZOS }

ACKNOWLEDGMENT

Subscribed and sworn to before me, a Notary Public, this 13 day of February, 2007, by Gina Southerland.


Notary Public in and for
the State of Texas



Application for Abandonment of
a Public Right-of-Way/Easement

Located: LOTS 1-4, BLOCK 22 BOYETT 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 BOYETT
Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be
abandoned.

**METES AND BOUNDS DESCRIPTION
OF A
996 SQUARE FOOT TRACT
W. C. BOYETT ESTATE PARTITION
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 LOTS 1, 2 AND 3, BLOCK 22, 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 THAT PORTION OF A CALLED 5.00 FOOT WIDE EASEMENT FOR PUBLIC UTILITIES AS DESCRIBED IN VOLUME 128, PAGE 412 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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THENCE: N 41° 50' 56" E THROUGH SAID LOTS 1, 2 AND 3, AND ALONG THE NORTHWEST LINE OF SAID EASEMENT FOR A DISTANCE OF 199.00 FEET TO A POINT ON THE COMMON LINE OF SAID LOT 3 AND LOT 4, BLOCK 22;

THENCE: S 47° 24' 50" E ALONG THE COMMON LINE OF SAID LOT 3 AND LOT 4 FOR A DISTANCE OF 5.00 FEET TO A POINT ON THE NORTHWEST LINE OF LOT 9, BLOCK 4, FOR REFERENCE A 3/8 INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF SAID LOT 4 MARKING THE NORTH CORNER OF SAID LOT 9 BEARS: N 41° 50' 56" E FOR A DISTANCE OF 26.40 FEET;

THENCE: S 41° 50' 56" W ALONG THE COMMON LINE OF SAID LOTS 1, 2 AND 3, AND SAID LOTS 8 AND 9, SAME BEING THE SOUTHEAST LINE OF SAID EASEMENT, AT 88.64 FEET PASS A 3/8 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF SAID LOTS 8 AND 9, CONTINUE ON FOR A TOTAL DISTANCE OF 199.28 FEET TO THE **POINT OF BEGINNING** CONTAINING 996 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND NOVEMBER, 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/MAB/07-095.MAB

Application for Abandonment of
a Public Right-of-Way/Easement

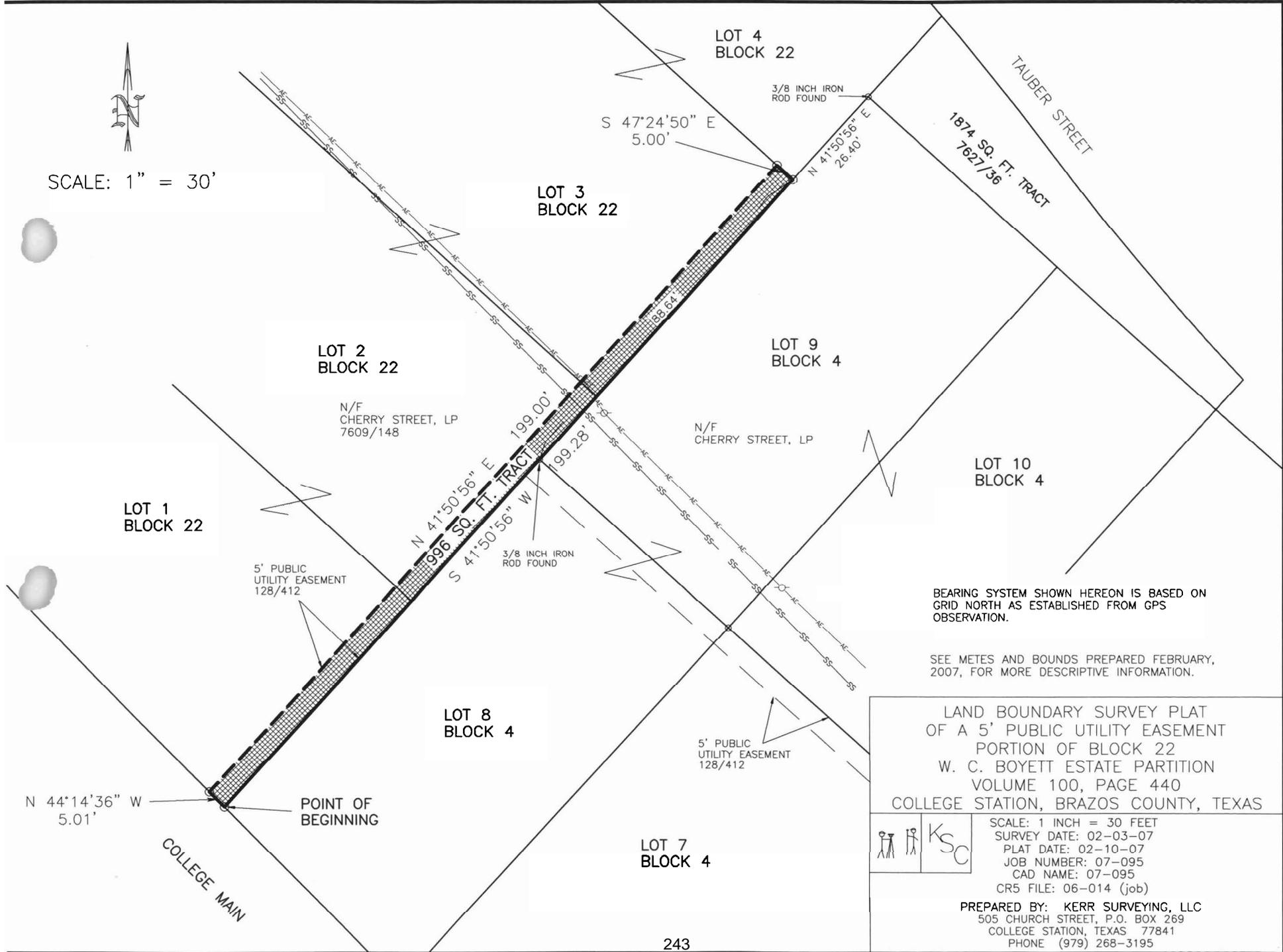
Located: LOTS 1-4, BLOCK 22 BOYETT SUBDIVISION

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.



SCALE: 1" = 30'



BEARING SYSTEM SHOWN HEREON IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

SEE METES AND BOUNDS PREPARED FEBRUARY, 2007, FOR MORE DESCRIPTIVE INFORMATION.

LAND BOUNDARY SURVEY PLAT
OF A 5' PUBLIC UTILITY EASEMENT
PORTION OF BLOCK 22
W. C. BOYETT ESTATE PARTITION
VOLUME 100, PAGE 440
COLLEGE STATION, BRAZOS COUNTY, TEXAS



SCALE: 1 INCH = 30 FEET
SURVEY DATE: 02-03-07
PLAT DATE: 02-10-07
JOB NUMBER: 07-095
CAD NAME: 07-095
CR5 FILE: 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: LOTS 1-4, BLOCK 22 BOYETT 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 ENERGY

BY: [Signature]
Title Engineer

VERIZON TELEPHONE COMPANY

BY: _____
Title _____

SUDDENLINK COMMUNICATIONS

BY: _____
Title _____

BRYAN TEXAS UTILITIES

BY: _____
Title _____

**Application for Abandonment of
a Public Right-of-Way/Easement**

Located: LOTS 1-4, BLOCK 22 BOYETT SUBDIVISION

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchisees 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 ENERGY

BY: _____
Title _____

VERIZON TELEPHONE COMPANY

BY: *J. A. Stewart*
Title *Supervisor Network Engineering*

SUDDENLINK COMMUNICATIONS

BY: _____
Title _____

BRYAN TEXAS UTILITIES

BY: _____
Title _____

Application for Abandonment of
a Public Right-of-Way/Easement

Located: LOTS 1-4, BLOCK 22 BOYETT 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 ENERGY

BY: _____
Title _____

VERIZON TELEPHONE COMPANY

BY: _____
Title _____

SUDDENLINK COMMUNICATIONS

BY: *Mitchell*
Title *Plant Manager 2-12-07*

BRYAN TEXAS UTILITIES

BY: _____
Title _____

Application for Abandonment of
a Public Right-of-Way/Easement

Located: LOTS 1-4, BLOCK 22 BOYETT 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 ENERGY

BY: _____
Title _____

VERIZON TELEPHONE COMPANY

BY: _____
Title _____

SUDDENLINK COMMUNICATIONS

BY: _____
Title _____

BRYAN TEXAS UTILITIES

BY: *[Signature]*
Title SR ELECTRICAL ENGINEER

** NOTE: This easement is not within BTU's service territory. BTU respectfully abstains from appraising or denying release.
2/12/07*

Application for Abandonment of
a Public Right-of-Way/Easement

Located: LOTS 1-4, BLOCK 22 BOYETT 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.

NAME: TEXAS A&M ASSOCIATION OF BAPTIST STUDENTS

ADDRESS: 410 COLLEGE MAIN
COLLEGE STATION, TEXAS 77840

NAME: _____

ADDRESS: _____

NAME: _____

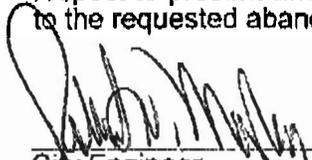
ADDRESS: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Located: LOTS 1-4, BLOCK 22 BOYETT SUBDIVISION

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

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: LOTS 1-4, BLOCK 22 BOYETT SUBDIVISION

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**

Jony Michalaky

**Electric Department
City of College Station**
2-16-07

**Water Services Department
City of College Station**

to Brittany x 3496

**Application for Abandonment of
a Public Right-of-Way/Easement**

Located: LOTS 1-4, BLOCK 22 BOYETT SUBDIVISION

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

D. Williams 16 Feb 07

Water Services Department
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Located: LOTS 1-4, BLOCK 22 BOYETT 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.

NAME: TEXAS A&M ASSOCIATION OF BAPTIST STUDENTS

SIGNATURE:  - DIRECTOR ABS

ADDRESS: 410 COLLEGE MAIN
COLLEGE STATION, TEXAS 77840

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

March 8, 2007
Regular Agenda
Wide Area Communications System Project

To: Glenn Brown, City Manager

From: Olivia Burnside, Chief Information Officer

Agenda Caption: Presentation, possible action, and discussion regarding approval of a resolution awarding the consulting services contract (Contract No. 07-155) to RCC Consultants, Inc. in an amount not to exceed \$79,870.98 for analysis, conceptual design and grant preparation of an interoperable multi-jurisdictional radio system.

Recommendation(s): Staff recommends approval of the resolution awarding a consulting contract to RCC Consultants, Inc.

Summary: On January 25, 2007, Council approved an interlocal agreement with the City of Bryan, Brazos County and Texas A&M University to jointly procure consulting services for the purpose of applying for a federally funded Public Safety Interoperable Communications Grant for a single interoperable radio system. Since this meeting, Washington County and the City of Brenham have signed Joinder Agreements to participate in this project.

The contract with RCC Consultants, Inc. is for analysis, conceptual design and grant preparation services. Included in the contract is a briefing of the results and recommendations to the governing bodies of the six participating entities. The contract has an execution period of ninety (90) days.

Budget & Financial Summary: Financial support will be shared by all (6) entities. The City of College Station will enter into and administer the contract with the vendor. The other parties will reimburse the City as per the interlocal agreement. The cost to the City of College Station will be \$15,000.00. These funds will be transferred from the existing capital improvement project for Radio Replacement (Project CO 0601). Brazos County, City of Bryan and Texas A&M University will pay \$15,000 per entity and Washington County and the City of Brenham will each pay \$9,435.49. All payments to the contractor will be made by the City of College Station.

This purchase is available through the Houston-Galveston Area Council's Purchasing Cooperative. The City has an Interlocal Agreement with H-GAC and purchases made from the H-GAC program satisfy the City's requirement for competitive bidding/proposals.

Attachments:

Resolution
ILA for consulting services
Washington County joinder agreement
City of Brenham joinder agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A CONSULTANT, APPROVING A CONSULTANT SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE ANALYSIS, CONCEPTUAL DESIGN AND GRANT PREPARATION FOR THE WIDE AREA COMMUNICATIONS SYSTEM PROJECT.

WHEREAS, the City of College Station, Texas, entered into an Inter Local Agreement with the City of Bryan, Texas A&M University and Brazos County and joined by Washington County and the City of Brenham to jointly procure consulting services for the purpose of applying for a federally funded Public Safety Interoperable Communications Grant for a single interoperable radio system ; and

WHEREAS, the selection of RCC Consultants, Inc. is being recommended as the most highly qualified provider of the consulting services; now, therefore,

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

PART 1: That the City Council hereby finds that RCC Consultants is the most highly qualified provider of the services for consulting services for the purpose of applying for a federally funded Public Safety Interoperable Communications Grant for the Wide Area Communications Project.

PART 2: That the City Council hereby approves the contract with RCC Consultants, Inc. for an amount not to exceed \$ 79,870.98 for the consulting services related to the Wide Area Communications System Project and that this purchase satisfies the City's requirement for competitive bidding/proposals by Interlocal Agreement with the Houston-Galveston Area Council's Purchasing Cooperative.

PART 3: That the funding for this Contract shall be as budgeted from the City of College Station General Government Capital Projects Fund. The City of College Station will administer the contract for all participating entities. The City of College Station, City of Bryan, Texas A&M University and Brazos County will each pay an amount equal to \$15,000.00. Washington County and City of Brenham will each pay \$9,435,49.

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

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

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:



City Attorney

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF COLLEGE STATION
THE CITY OF BRYAN
BRAZOS COUNTY
AND TEXAS A&M UNIVERSITY**
For
**Consulting Services related to a
Public Safety Interoperable Communications Grant Application**

This Agreement is made and entered into by and between the City of College Station, Texas (hereinafter referred to as "College Station"), a Texas Home Rule Municipal Corporation, the City of Bryan, Texas (hereinafter referred to as "Bryan"), Brazos County, Texas (hereinafter referred to as "the County") and Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas (hereinafter referred to as "TAMU")

WHEREAS, College Station, Bryan, the County and TAMU wish to enter into an Interlocal Agreement for the joint purchase of consulting services for the purpose of making application for a Public Safety Interoperable Communications Grant;

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to perform governmental functions or services including emergency response services and to make cooperative purchases of goods among themselves,

WHEREAS, College Station, Bryan, the County and TAMU desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services,

WHEREAS, the parties represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement;

WHEREAS, the parties are of the opinion that the joint purchase of consulting services for the purpose of making application for a Public Safety Interoperable Communications Grant will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized.

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

- 1 The parties will jointly purchase the services of a consultant to aid in the planning process and writing of a grant for the purposes of securing a Public Safety

Interoperable Communications Grant as funded by the federal government. Said grant for the purchase of an interoperable radio system.

2. The parties agree that each shall pay one quarter (1/4) of the cost of these consulting services up to, but not to exceed Fifteen Thousand Dollars (\$15,000) per party
3. College Station will solicit public qualifications and negotiate the contract for the consulting services, provided, however, that TAMU, Bryan and the County shall approve all contract terms before the contract is executed. The contract will specify pricing and contain a statement of work. All parties will review proposals and have an equal voice in determining the consultant for this work.
4. When invoices from the consultant are received College Station will bill each party for its share of the invoice. Billings by College Station shall be paid within thirty (30) days.
5. Other cities and counties in the area covered by Brazos Valley Council of Governments (BVCOG) may participate in this project upon execution of this agreement by the joining party. Additional costs incurred due to adding parties and territory must be born by the joining party.
6. No party shall have the right to direct or control the conduct of any other Party with respect to the duties and obligations of each party under the terms of this Agreement.
7. Each entity shall ensure that all applicable laws and ordinances have been satisfied.
8. **Effective Date and Term.** This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect until September 30, 2007. This Agreement shall automatically renew for no more than two successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement or until all consulting services are completed and paid for. The conditions set forth below shall apply to the initial term and all renewals. Notwithstanding this provision, any party may modify or terminate this Agreement as provided in Paragraph(s) 9 or 10.
9. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of each governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.

- 10 **Withdrawal from Participation.** Termination of participation in this Agreement by a party or parties shall not affect the continued operation of this Agreement between and among the remaining parties and this Agreement shall continue in force and remain binding on the other parties. Any party may remove itself from this agreement with or without cause, upon (30) days written notice to all other parties in accordance with Paragraph 14 herein. The party removing itself shall be responsible for paying its share of costs incurred, not to exceed fifteen thousand dollars (\$15,000), under this Agreement even after it withdraws.
- 11 **INDEMNIFICATION.** Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and without waiving its governmental immunity, each party to this Agreement agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused, or asserted to be caused, directly or indirectly by any other party to this Agreement, or any of its officers, agents or employees as a result of its performance under this Agreement.
12. **CONSENT TO SUIT.** Nothing in this Agreement will be construed as a waiver or relinquishment by any party of its right to claim such exemptions, privileges and immunities as may be provided by law
- 13 **Invalidity** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
- 14 **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the business address as listed herein.

City of College Station.

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

City of Bryan

City Manager
City of Bryan
300 South Texas Avenue
Bryan, Texas 77803

Brazos County

County Judge
Brazos County
300 East 29th Street, Suite 114
Bryan Texas 77803

Texas A&M University

Mr Robert T Bisor, III
Associate Vice President & Chief of Staff
Division of Finance
Texas A&M University
1181 TAMU
College Station, TX 77843-1181
(979) 862-7777

- 15 **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. Nor oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
- 16 **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
- 17 **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
- 18 **Place of Performance.** Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.
- 19 **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective governments or Texas A&M University.
- 20 **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of any party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or

waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

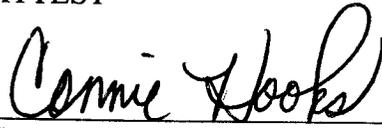
21. **Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
22. **Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.
23. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

SIGNED this 29th day of January, 2007

CITY OF COLLEGE STATION

BY 
Mayor Ron Silvia

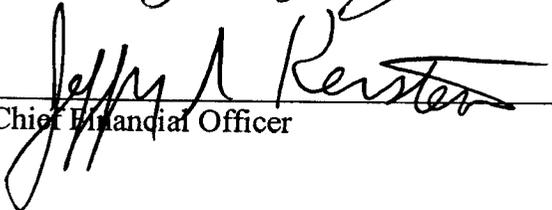
ATTEST


Connie Hooks, City Secretary

APPROVED

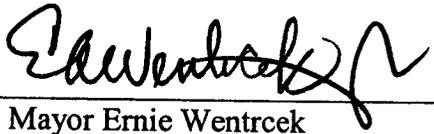

City Manager


City Attorney

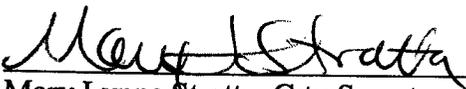

Chief Financial Officer

SIGNED this 16th day of February, 2007

CITY OF BRYAN

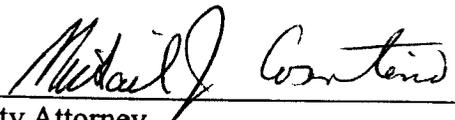
BY 
Mayor Ernie Wentreck

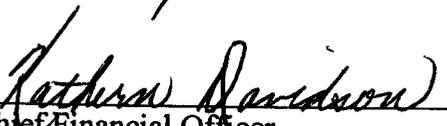
ATTEST


Mary Lynne Stratta, City Secretary

APPROVED


City Manager

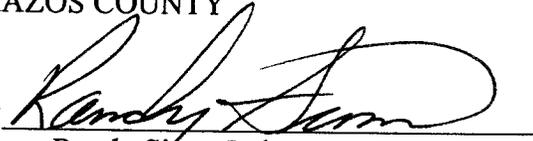

City Attorney


Chief Financial Officer

SIGNED this 20th day of January, 2007

BRAZOS COUNTY

By


Randy Sims, Judge

ATTEST


Karen McQueen, County Clerk

SIGNED this 8TH day of FEBRUARY, 2007

TEXAS A&M UNIVERSITY

BY Dean K. Endler

DEAN K. ENDLER
EXECUTIVE DIRECTOR
CONTRACT ADMINISTRATION

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (the "Agreement"), dated as of February 13, 2007, is executed by Washington County ("Participant"), in connection with that certain Interlocal Agreement entered into between Texas A&M University, the City of College Station, the City of Bryan, and Brazos County hereinafter referred to jointly as "Parties"

In accordance with Paragraph 5 of the Interlocal Agreement, Participant executes this Joinder Agreement in order to become a party to the Interlocal Agreement and a participant in the procurement of consulting services related to a Public Safety Interoperable Communications Grant Application

Accordingly, Participant hereby agrees as follows with the Parties

- 1 Participant hereby acknowledges, agrees, and confirms that, by its execution of this Joinder Agreement, Participant shall be deemed a party to the Interlocal Agreement, and shall have all of the obligations thereunder as if it had executed the Interlocal Agreement. Participant hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions, and conditions contained in the Interlocal Agreement applicable to it to the same effect as if it were an original party thereto. With the exception under Paragraph 5 which states that the joining party shall pay the additional costs incurred due to that party joining and not one quarter (1/4) of the costs as stated in Paragraph 5**
- 2. Participant acknowledges and confirms that it has received a copy of the Interlocal Agreement.**
- 3. Participant agrees to share the additional costs for the consulting services related to Washington County and the City of Brenham by paying one half of those costs. Washington County and the City of Brenham agree to pay not more than \$10,000.00 each for their estimated share of the consultant fees. If the actual cost increase for Washington County and the City of Brenham is greater than \$10,000 each the City of College Station shall notify the parties of the increased cost and either party may at its option agree to pay the increased cost or may withdraw and pay the actual cost incurred to the date of withdrawal up to \$10,000 each**
- 4. This Joinder Agreement may be executed in two or more counterparts, each of which shall constitute an original**
- 5. This Joinder Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, and exclusive venue shall lie in Brazos County, Texas**

IN WITNESS HEREOF, Participant has caused this Agreement to be duly executed by its authorized officer as of the day and year indicated below

Date. February 13, 2007

Washington County
Participant

BY 
Dorothy Morgan, County Judge

ATTEST


Beth Rothermel, County Clerk

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (the "Agreement"), dated as of February 15, 2007, is executed by the City of Brenham ("Participant"), in connection with that certain Interlocal Agreement entered into between Texas A&M University, the City of College Station, the City of Bryan, and Brazos County hereinafter referred to jointly as "Parties"

In accordance with Paragraph 5 of the Interlocal Agreement, Participant executes this Joinder Agreement in order to become a party to the Interlocal Agreement and a participant in the procurement of consulting services related to a Public Safety Interoperable Communications Grant Application

Accordingly, Participant hereby agrees as follows with the Parties

- 1 Participant hereby acknowledges, agrees, and confirms that, by its execution of this Joinder Agreement, Participant shall be deemed a party to the Interlocal Agreement, and shall have all of the obligations thereunder as if it had executed the Interlocal Agreement. Participant hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions, and conditions contained in the Interlocal Agreement applicable to it to the same effect as if it were an original party thereto. With the exception under Paragraph 5 which states that the joining party shall pay the additional costs incurred due to that party joining and not one quarter (1/4) of the costs as stated in Paragraph 5
- 2 Participant acknowledges and confirms that it has received a copy of the Interlocal Agreement.
- 3 Participant agrees to share the additional costs for the consulting services related to Washington County and the City of Brenham by paying one half of those costs. Washington County and the City of Brenham agree to pay not more than \$10,000.00 each for their estimated share of the consultant fees. If the actual cost increase for Washington County and the City of Brenham is greater than \$10,000 each the City of College Station shall notify the parties of the increased cost and either party may at its option agree to pay the increased cost or may withdraw and pay the actual cost incurred to the date of withdrawal up to \$10,000 each.
4. This Joinder Agreement may be executed in two or more counterparts, each of which shall constitute an original
5. This Joinder Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, and exclusive venue shall lie in Brazos County, Texas

IN WITNESS HEREOF, Participant has caused this Agreement to be duly executed by its authorized officer as of the day and year indicated below

Date February 15, 2007

Participant

BY Milton Y Tate, Jr
Milton Y Tate, Jr, Mayor

ATTEST

Doris Ann Seilheimer
Doris Ann Seilheimer, City Secretary

March 8, 2007
Regular Agenda Item
Outside Agency Funding Review Committee Appointment

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on appointment of members to the Outside Agency Funding Review Committee (OAFRC).

Recommendation(s): Staff recommends the Council appoint two members to the OAFRC to fill the terms expiring in 2007. Two 1-year terms expire in 2007 to be filled with two 3-year terms. Council may also wish to provide direction to staff regarding the applicant review process, including the possibility of interviewing candidates. If City Council wishes to interview candidates for this committee, it is recommended that this be done at a Special Council Meeting before the end of April.

Summary: City Council adopted a resolution creating the OAFRC on February 23, 2006. The resolution provided for a seven-member committee where upon initial appointment, places 1 and 2 will serve one-year terms; places 3 and 4 will serve two-year terms; and places 5, 6, and 7 will serve three-year terms. City Council unanimously appointed seven members to the OAFRC on April 13, 2007. The two terms expiring in 2007 are places 1 and 2 held by Roger Reese and Carolyn Berrow. Neither of these individuals has applied for reappointment.

The City began advertising for OAFRC applicants via newspaper, Channel 19, and the website at the end of January. Applications were due to the City Secretary's Office on March 2, 2007. XX applications were received through the City Secretary's Office and are being provided to Council under separate cover.

Budget & Financial Summary: N/A

Attachments:

Outside Agency Funding Review Committee resolution
Outside Agency Funding Review Committee current roster
Outside Agency Funding Review Committee applications (14 received at time of packet preparation. Others received after packet production will be provided under separate cover)

RESOLUTION NO. 2-23-2006-10.14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING THE ESTABLISHMENT OF THE COLLEGE STATION OUTSIDE AGENCY FUNDING REVIEW COMMITTEE.

WHEREAS, the City Council of the City of College Station, Texas, adopted a Comprehensive Outside Agency Policy identifying the need for a Citizen Committee to review Outside Agency funding requests; and

WHEREAS, the City Council of the City of College Station, Texas, receives numerous requests for funding from area agencies and would like these requests reviewed by a Citizens Committee; 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 establishment of the College Station Outside Agency Funding Review Committee.

PART 2: That the City Council hereby approves that the College Station Outside Agency Funding Review Committee shall consist of seven (7) members from the City of College Station to be appointed by the College Station City Council. Upon initial appointment, places 1 and 2 will serve one (1) year terms; places 3 and 4 will serve two (2) year terms; and places 5, 6 and 7 will serve three (3) year terms. Thereafter, each place shall be appointed to three-year terms for no more than two consecutive terms.

PART 3: That the City Council hereby agrees that the College Station Outside Agency Funding Review Committee shall review all requests for funding other than: Community Development Block Grant (CDBG) funding requests, funding requests from agencies with City Council appointed board members or funding requests for Hotel Tax funds from agencies eligible to receive Hotel Tax funds. The College Station Outside Agency Funding Review Committee shall make recommendations to the City Council for their consideration.

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

ADOPTED this 23rd day of February, A.D. 2006.

ATTEST:


CONNIE HOOKS, City Secretary

APPROVED:


RON SILVIA, Mayor

APPROVED:


City Attorney

Outside Agency Funding Review Committee

Name	Original Appt.	Address	Phone
Sheryl Welford, Chair 03/2009 (Place 5)	2006	3200 Salzburg Court College Station 77845	W: 764-5460 H: 695-1680
Charles Taylor, Vice Chair 03/2008 (Place 3)	2006	1602 Panther Lane College Station 77840	W: 776-2212 H: 268-9989
Roger Reese 03/2007 (Place 1)	2006	911 San Saba College Station 44512	W: 845-7617 H: 694-9178
Carolyn Berrow 03/2007 (Place 2)	2006	2515 Sumter Drive College Station 77845	W: 847-9036 H: 695-9213
Gregg Baird 03/2008 (Place 4)	2006	2009 Ravenstone Loop College Station 77845	W: 696-5789 H: 777-5577
Don Lewis 03/2009 (Place 6)	2006	1012 Holt College Station 77845	W: 229-1022 H: 229-1022
Chad Jones 03/2009 (Place 7)	2006	4407 Edinburgh Place College Station 77845	W: 823-7300 H: 220-3922

Duties and Responsibilities

College Station Outside Agency Funding Review Committee will review all requests for funding other than: Community Development Block Grant (CDBG) funding requests, funding requests from agencies with City Council appointed board members or funding requests for Hotel Tax funds from agencies eligible to receive Hotel Tax Funds. The College Station Outside Agency Funding Review Committee will make recommendations to the City Council for their consideration.

Membership

The College Station Outside Agency Funding Review Committee will consist of 7 members from the City of College Station to be appointed by the College Station City Council. Upon initial appointment, places 1 and 2 will serve 1 year terms; place 2 and 4 will serve 2 year terms; and places 5, 6, and 7 will serve 3 year terms. Thereafter, each place shall be appointed to 3 year terms for no more than 2 consecutive terms.

Meetings

On call by Chairman

Authority

City Resolution No. 2-23-2006-10.14 adopted February 23, 2006.

From: "City of College Station -" <info@cstx.gov>
To: <wmason@cstx.gov>
Date: 2/7/2007 1:59:51 PM
Subject: Response to Apply For A Citizen Committee

Form Name: Date Submitted: 2/7/2007 1:34:39 PM

Apply For A Citizen Committee

Name: Cherry Kay Wolf

Home Address: 1206 Beacon Court

Telephone: 979-690-1110

Fax:

E-mail: [REDACTED]

College Station Resident for ____ years: 4

Subdivision: South Hampton

Voter Registration Number:

Business Owner: No

Business Name:

Occupation: Attorney

Work Address: 200 Technology Way, Ste 2079

Work Telephone: 979-458-6142

Work Fax:

Work E-mail: [REDACTED]

Education: Graduate degree

Position Sought (No. 1 being most preferable and No. 3 being least preferable): Outside Agency Funding Review Committee, ,

If you currently serve on any other committees, boards or commissions, please list them here: I do not currently serve on any committees, boards or commissions related to political subdivisions. I am currently on the Board of Directors for the Junior League of BCS, the Speakers Committee for the Houston Livestock Show & Rodeo (HLSR) as a Team Captain, and the Advisory Board for Delta Gamma's Eta Gamma Chapter (TAMU).

Please list any experience or interest that qualifies you to serve in the position desired: I am, and have been, actively involved in volunteer activities for many years. I have been a member of the HLSR for 17 years, serving on the Speakers Committee as a volunteer and committee leader. I was a member of and volunteer for the Austin-Travis County Livestock Show & Rodeo (now, STAR of Texas LSR) for 10 years, serving on several committees. I was on the Board of Directors for Junior Achievement of Brazos Valley for 5 years; an 8 year member of the Texas Association of State and University Attorneys - serving as President for 3 years; a volunteer for Voices for Children - Supervised Visitation for 3 years; the Vice-Chair for the State Employee Charitable Campaign (SECC) for The Texas A&M University System (TAMUS) for 1 year, and the Chair of the SECC for TAMUS for 1 year; and, have been a member of the Junior League of Bryan-College Station for 6 years, serving in several leadership roles including Chair of the Research & Development Committee-which collects, reviews and presents community projects seeking support from the Junior League. As a citizen of College Station I am interested in how city funds are used to support local activities and the improvement of our city's environment.

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

From: "City of College Station -" <info@cstx.gov>
To: <wmason@cstx.gov>
Date: 2/10/2007 3:06:20 PM
Subject: Response to Apply For A Citizen Committee

Form Name: Date Submitted: 2/10/2007 3:00:05 PM

Apply For A Citizen Committee

Name: Kathleen

Home Address: 9100 Timber Knoll Dr.

Telephone: 979 696-8222

Fax:

E-mail: [REDACTED]

College Station Resident for ____ years: 5

Subdivision: Woodcreek

Voter Registration Number: 221292

Business Owner: No

Business Name:

Occupation: Retired

Work Address:

Work Telephone:

Work Fax:

Work E-mail:

Education: MS in Health Admin

Position Sought (No. 1 being most preferable and No. 3 being least preferable): Outside Agency Funding Review Committee, ,

If you currently serve on any other committees, boards or commissions, please list them here: Parks and Recreation Board

Please list any experience or interest that qualifies you to serve in the position desired: Have had to manage a budget and allocate monies to different areas. Interested in where our tax dollars go and the importance of the agency receiving the monies.

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>

From: "City of College Station -" <info@cstx.gov>
To: <wmason@cstx.gov>
Date: 2/13/2007 12:26:44 PM
Subject: Response to Apply For A Citizen Committee

Form Name: Date Submitted: 2/13/2007 12:19:44 PM

Apply For A Citizen Committee

Name: Erika Ervin

Home Address: 4422 Pickering Place

Telephone: 979-595-7233

Fax: 979-778-3585

E-mail: [REDACTED]

College Station Resident for ____ years: 3

Subdivision: Castlegate

Voter Registration Number: 20603981

Business Owner: No

Business Name:

Occupation: Real Estate Manager

Work Address: 1701 Gooseneck Drive

Work Telephone: 979-778-3580

Work Fax: 979-778-3585

Work E-mail: [REDACTED]

Education: BBA Economics

Position Sought (No. 1 being most preferable and No. 3 being least preferable): Outside Agency Funding Review Committee, CS Business Development Corporation, Brazos County Appraisal Board

If you currently serve on any other committees, boards or commissions, please list them here:

Please list any experience or interest that qualifies you to serve in the position desired: Education, Budget management for Lamar's Real Estate Department, Intense interest in College Station funding and growth, Indepth knowledge of Brazos County Properties.

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?: Yes

CC: <dcody@cstx.gov>, <vcasares@cstx.gov>

From: "City of College Station -" <info@cstx.gov>
To: <wmason@cstx.gov>
Date: 2/20/2007 3:08:41 PM
Subject: Response to Apply For A Citizen Committee

Form Name: Date Submitted: 2/20/2007 3:04:29 PM

Apply For A Citizen Committee

Name: Jeremy Hyde

Home Address: 4009 Hunter Creek Dr.

Telephone: 979-739-1758

Fax: 979-690-9234

E-mail: [REDACTED]

College Station Resident for ____ years: 9

Subdivision: Hunter Creek

Voter Registration Number:

Business Owner: Yes

Business Name: Advanced Micro Solutions

Occupation: President

Work Address: 19091 Hwy 6 South, CS, TX 77845

Work Telephone: 979-696-4267

Work Fax: 979-690-9234

Work E-mail: [REDACTED]

Education: B.B.A, TAMU

Position Sought (No. 1 being most preferable and No. 3 being least preferable): Outside Agency Funding Review Committee, 911 Brazos County Emergency Committee, CS Business Development Corporation

If you currently serve on any other committees, boards or commissions, please list them here:

Please list any experience or interest that qualifies you to serve in the position desired:

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>



CITY OF COLLEGE STATION

Application for City Boards/Commissions/Committees for Year 2006-2007

PLEASE TYPE OR PRINT CLEARLY

NAME Christopher S. Taylor

Occupational Information

Home Address P.O. Box 5979 College Station Tx, Telephone: 979-574-3717 77844 Fax: E-mail: College Station Resident for 4 years (Must be a resident of the City to serve) Subdivision Voter Registration # 20604584

Personal Information

Business Owner? Yes No Business Name: Occupation: Student (If retired, please indicate former occupation) Address: Telephone: Fax: E-Mail: Education (optional) Senior Philosophy Major

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

- Checkboxes for various committees: Brazos County Appraisal Dist., Cemetery Committee, Construction Board of Adjustments & Appeals, 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

- Checkboxes for 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: I have a strong passion for government and a desire to serve the people.

Will serve in any committee

Signature of Applicant Date 2/21/07

Mail completed application to: City Secretary's Office, City of College Station, P.O. Box 9960, College Station, TX 77842.

From: "City of College Station -" <info@cstx.gov>
To: <wmason@cstx.gov>
Date: 2/3/2007 10:51:40 PM
Subject: Response to Apply For A Citizen Committee

Form Name: Date Submitted: 2/3/2007 10:40:51 PM

Apply For A Citizen Committee

Name: Kay Parker

Home Address: 1105 San Saba Circle

Telephone: (979) 63-0816

Fax: (979) 696-7820

E-mail: [REDACTED]

College Station Resident for ____ years: 27 years

Subdivision: Southwood Valley

Voter Registration Number: 79170

Business Owner: No

Business Name: United Way of the Brazos Valley

Occupation: Vice President Community Impact

Work Address: 909 Southwest Pkwy. East, Ste. 100

Work Telephone: (979) 696-4483, x 103

Work Fax: (979) 696-7820

Work E-mail: [REDACTED]

Education: College - 3 years

Position Sought (No. 1 being most preferable and No. 3 being least preferable): Outside Agency Funding Review Committee, ,

If you currently serve on any other committees, boards or commissions, please list them here:

Please list any experience or interest that qualifies you to serve in the position desired: 1) Have worked in the nonprofit field for 20 years and thoroughly familiar with services and efficiency of delivery of these services. 2) Although I am not directly involved with the United Way's funding process and decision-making, I have knowledge of an effective application and allocation process. 3)As the Director of the local 2-1-1 Texas Area Information Center, I know first-hand about available community resources, duplication of services and gaps in services. 4) I have extensive experience working with committees who are seeking solutions and consensus.

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>

From: "City of College Station -" <info@cstx.gov>
To: <wmason@cstx.gov>
Date: 2/5/2007 9:33:18 AM
Subject: Response to Apply For A Citizen Committee

Form Name: Date Submitted: 2/5/2007 9:21:42 AM

Apply For A Citizen Committee

Name: ROSS GEORGE

Home Address: 1200 ROYAL ADELADE DR

Telephone: 6901415

Fax: 866-3134753

E-mail: [REDACTED]

College Station Resident for ____ years: 2 YEARS

Subdivision: PEBBLE CREEK

Voter Registration Number: 265038

Business Owner: No

Business Name:

Occupation: SELF EMPLOYED

Work Address:

Work Telephone:

Work Fax:

Work E-mail:

Education:

Position Sought (No. 1 being most preferable and No. 3 being least preferable): Outside Agency Funding Review Committee, ,

If you currently serve on any other committees, boards or commissions, please list them here:

Please list any experience or interest that qualifies you to serve in the position desired: BUSINESS OWNER, CORPORATE CEO, 45 YEARS AS A MANUFACTURING MANAGER, CORPORATE BOARD MEMBER

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?: Yes

CC: <dcody@cstx.gov>, <vcasares@cstx.gov>



CITY OF COLLEGE STATION

Application for City Boards/Commissions/ Committees for Year 2006-2007

PLEASE TYPE OR PRINT CLEARLY

NAME Ronald Robinson

Occupational Information

Home Address 5010 Augusta Circle
Telephone: 579-690-0856
Fax: _____
E-mail: _____
College Station Resident for 5+ years
(Must be a resident of the City to serve)
Subdivision Pebble Creek
Voter Registration # _____

Personal Information

Business Owner? Yes No
Business Name: AdventGX
Occupation: CEO
(If retired, please indicate former occupation)
Address: _____
Telephone: _____
Fax: _____
E-Mail: _____
Education *(optional)* PhD - TAMU

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 checked="" type="checkbox"/> Outside Agency Funding |
| <input type="checkbox"/> Construction Board of
Adjustments & Appeals | <input 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 checked="" 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: _____

Please list any experience or interests that qualifies you to serve in the positions indicated:

Former Chairman of a United Way Agency; Former President
Texaco Technology Division; Former Head of TAMU
Petroleum Engineering Dept.

Signature of Applicant Ronald J. Robinson Date 2/2/07

Mail completed application to: City Secretary's Office, City of College Station, P.O. Box 9960, College Station, TX 77842.

From: "City of College Station -" <info@cstx.gov>
To: <wmason@cstx.gov>
Date: 2/1/2007 10:07:55 AM
Subject: Response to Apply For A Citizen Committee

Form Name: Date Submitted: 2/1/2007 9:44:23 AM

Apply For A Citizen Committee

Name: Donald B. Braune

Home Address: 300 Stoney Hills Ct.

Telephone: 979-690-6215

Fax: 979-690-2965

E-mail: [REDACTED]

College Station Resident for ____ years: 5+

Subdivision: Woodland Hills

Voter Registration Number: 224802

Business Owner: No

Business Name:

Occupation: CPA-Retired

Work Address:

Work Telephone:

Work Fax:

Work E-mail:

Education:

Position Sought (No. 1 being most preferable and No. 3 being least preferable): Zoning Board of Adjustments, Outside Agency Funding Review Committee, Senior Advisory Committee

If you currently serve on any other committees, boards or commissions, please list them here: Zoning Board of Adjustments Cemetary Advisory Committee (Alternate)

Please list any experience or interest that qualifies you to serve in the position desired: 2 years as member of ZBA, plus 1 year as an alternate has been enjoyable and productive. I consider it a privilege to serve the City and appreciate the opportunity. My career years in upper management provide me the experience to seek, find, and discern the facts as presented, thus allowing for a sound judgement.

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?: Yes

CC: <dcody@cstx.gov>, <vcasares@cstx.gov>

From: "City of College Station -" <info@cstx.gov>
To: <wmason@cstx.gov>
Date: 2/1/2007 1:39:38 PM
Subject: Response to Apply For A Citizen Committee

Form Name: Date Submitted: 2/1/2007 1:03:46 PM

Apply For A Citizen Committee

Name: Phillis Nelson

Home Address: 1413 Austin Avenue

Telephone: 696-3729

Fax:

E-mail: [REDACTED]

College Station Resident for 45 years: 45

Subdivision: Southwood Valley

Voter Registration Number: 231764

Business Owner: No

Business Name:

Occupation: Retired

Work Address:

Work Telephone:

Work Fax:

Work E-mail:

Education: Undergraduate, Stephen F. Austin State University and some graduate work at Our Lady of the Lake

Position Sought (No. 1 being most preferable and No. 3 being least preferable): Outside Agency Funding Review Committee, ,

If you currently serve on any other committees, boards or commissions, please list them here:

Please list any experience or interest that qualifies you to serve in the position desired: During my 15-year tenure as Director of the Small Business Development Center at Blinn College (Brenham Campus), I served on the Hotel Occupancy Tax Board (HOT Board) for the City of Brenham. The HOT Board serves as the review and recommending body for the city council's approval to fund local organization's request for hotel occupancy tax dollars. During that time I served as a committee person and chairperson. The City of Brenham had need of a formalized application process which was developed and implemented during my service. Additionally, the City staff aided the HOT Board in arranging for the Attorney General's Office to make presentations to the public on qualified use of funds. The purpose of the presentations was to ensure the City appropriately distributed the funds, the HOT Board understood the limits of distribution for making recommendations, and the applying organizations would know the if their request would be qualified for funding. If I can be of service to the Outside Agency Funding Review Committee, I would consider it a privilege to serve.

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>

From: "City of College Station -" <info@cstx.gov>
To: <wmason@cstx.gov>
Date: 1/31/2007 11:32:26 AM
Subject: Response to Apply For A Citizen Committee

Form Name: Date Submitted: 1/31/2007 11:12:28 AM

Apply For A Citizen Committee

Name: Leon Bawcom

Home Address: 29 Forest Drive

Telephone: 979,846.3147

Fax:

E-mail: [REDACTED]

College Station Resident for ____ years: 6

Subdivision: Post Oak Forest

Voter Registration Number: 77151

Business Owner: No

Business Name:

Occupation: Retired Executive Director of the MHMR Center of the Brazos Valley

Work Address:

Work Telephone:

Work Fax:

Work E-mail:

Education:

Position Sought (No. 1 being most preferable and No. 3 being least preferable): Outside Agency Funding Review Committee, Joint Relief Funding Review Committee, Senior Advisory Committee

If you currently serve on any other committees, boards or commissions, please list them here: na

Please list any experience or interest that qualifies you to serve in the position desired: I am the retired Executive Director of the local MHMR center. We applied for funds over the 19 years I served from College Station and Bryan CBDG committees as well as Administrative Funds. Over the years, I became very knowledgeable of the committee members, the processes, and the incredible difficulty that the members so ably managed in deliberating and deciding on the "best" worthiness of applicants from the many who had met so many needs in the communities. I think that my successful administrative and managerial skills and experiences would be an asset to this process.

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>

Leon Bawcom's Biography
March 22, 2006

Leon received his BA in 1968 with a major in Psychology and a minor in Sociology and MS in Clinical Psychology from North Texas State University in 1970. He has had 35 years of experience in the mental health/mental retardation field both as a Psychologist, Clinical Therapist and as an Administrator. He was Program Director of Mental Health Services at the Heart of Texas MHMR Center in Waco from 1977-87. Then in 1987, he took over the reins of our MHMR Center as Executive Director. He has completely “revitalized” our center which serves 7 counties. All 17 locations in Bryan and the surrounding 6 counties have excellent facilities and are staffed with caring and well qualified individuals, most of whom have bachelor or master degrees. Leon has received many honors in his career including being selected in 1997 as the first CEO of the Year awarded by the Texas Department of Mental Health Mental Retardation Volunteer State Services Council. He also has served on numerous United Way committees here in the Brazos Valley.

From: "City of College Station -" <info@cstx.gov>
To: <wmason@cstx.gov>
Date: 2/25/2007 3:11:30 PM
Subject: Response to Apply For A Citizen Committee

Form Name: Date Submitted: 2/25/2007 3:01:14 PM

Apply For A Citizen Committee

Name: Stephen Sweet

Home Address: 2113 Chippendale Street

Telephone: 979 764-8469

Fax:

E-mail: [REDACTED]

College Station Resident for ____ years: 19

Subdivision: Emerald Forrest

Voter Registration Number: 24104

Business Owner: No

Business Name:

Occupation: Senior Research Associate

Work Address: 833 Graham Road

Work Telephone: 979 862-2323

Work Fax: 979 862-2361

Work E-mail: [REDACTED]

Education: Ms

Position Sought (No. 1 being most preferable and No. 3 being least preferable): Outside Agency Funding Review Committee, ,

If you currently serve on any other committees, boards or commissions, please list them here:

Please list any experience or interest that qualifies you to serve in the position desired: Interested in serving on the Executive Board of the Arts Council of the Brazos Valley Former MSC OPAS Board Member

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>

From: "City of College Station -" <info@cstx.gov>
To: <wmason@cstx.gov>
Date: 2/26/2007 10:31 am
Subject: Response to Apply For A Citizen Committee

CC: <dcody@cstx.gov>, <vcasares@cstx.gov>

Form Name: Date Submitted: 2/26/2007 10:17:22 AM

Apply For A Citizen Committee

Name: Lisa Halperin

Home Address: 1811 Shadowwood

Telephone: 693-8636

Fax:

E-mail:

College Station Resident for ____ years: 19 years

Subdivision: Bee Creek

Voter Registration Number:

Business Owner: No

Business Name:

Occupation: Researcher

Work Address: TAMU

Work Telephone: 847-9386

Work Fax:

Work E-mail: [REDACTED]

Education: BA

Position Sought (No. 1 being most preferable and No. 3 being least preferable): Outside Agency Funding Review Committee, Parks and Recreation Board, Library Committee

If you currently serve on any other committees, boards or commissions, please list them here: League of Women Voters, South Knoll PTO

Please list any experience or interest that qualifies you to serve in the position desired: As a past board member of the Arts Council I reviewed fiscal documents of groups requesting funding. I am used to writing and reviewing fiscal documents for work as well as those of non-profits.

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

March 8, 2007
Regular Agenda
Spring Creek Business Park

To: Glenn Brown, City Manager

From: Terry L. Childers, Deputy City Manager

Agenda Caption: Presentation, possible action, and discussion regarding approval of a Memorandum of Understanding to sell Spring Creek Business Park tract.

Recommendation(s): Council consideration of the Memorandum of Understanding as conditions to sell the Spring Creek Business Park tract.

Summary: The City has been approached to consider selling the Spring Creek Business Park tract (net acreage 281) to St Joseph Health System to develop the tract as a medical district related development. City staff has engaged in discussions with St Joseph representatives about the potential sale and have produced the attached Memorandum of Understanding for Council consideration. Upon approval of the MOU by both governing bodies, formal documents will be drawn for final Council approval.

Budget & Financial Summary: None.

Attachments: Memorandum of Understanding (hard copy available in City Secretary's Office)