



Mayor
Ben White

City Manager
Glenn Brown

Council Members
James Massey
Ron Gay
Lynn McIlhaney
Chris Scotti
David Ruesink

Agenda
College Station City Council
Regular Meeting
Thursday, July 26, 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.

Vision Statement I - Core Services

Professionals providing world-class customer focused services at a competitive cost through innovation and planning.

Vision Statement II - Parks and Leisure Services

Professionals providing a wide range of leisure, recreational, educational, and cultural opportunities.

Vision Statement III – Planning and Development

Professionals who plan and develop a sustainable community balancing neighborhood and community interests.

Vision Statement IV – Economic Development

Professionals promoting a robust, sustainable, growing, and diverse economic environment.

2. Presentation, possible action, and discussion of consent agenda items which consists of ministerial or “housekeeping” items required by law. Items may be removed from the consent agenda by majority vote of the Council.
 - a. Presentation, possible action, and discussion on a resolution determining a public necessity to acquire property for the Corsair Circle (AMS Road) Extension project.
 - b. Presentation, possible action, and discussion of a resolution to pay the Texas Department of Transportation (TxDOT) an additional \$429,353.91 for the City’s 10% share of Right-of-Way Costs for The Texas Avenue Widening project, the Hwy 40 Extension project, and the Wellborn Road Widening project.
 - c. Presentation, discussion, and possible action ratifying Change Order No. 1 to Contract #06-217 with Elliott Construction in an amount not to exceed \$32,602.15 for the Wellborn Road Utility Relocation Project.
 - d. Presentation, discussion, and possible action regarding Change Order No. 2 to Contract #06-217 with Elliott Construction in an amount not to exceed \$36,451.12 for the Wellborn Road Utility Relocation Project.
 - e. Presentation, possible action, and discussion on a approving a yearly Renewal (Bid No. 06-62) - Rental of front-end loaders (Contract No. 06-165) of a (5) year agreement for the lease of slant-top, front-end loading refuse containers. This is the first renewal of this agreement.
 - f. Presentation, possible action, and discussion to approve a development agreement with BCS Development Company to provide easements and construct sewer infrastructure to provide sewer service to the SH40 area.
 - g. Presentation, possible action, and discussion regarding the adoption of a resolution to award contract 07-213 to Brazos Valley Services for the Parking Lot and Roads Improvement Project at the Carters Creek Wastewater Plant, in the amount of \$525,700.60.

- h. Presentation, discussion, and possible action on an inter-local agreement (ILA) with Brazos County and the City of Bryan for the purpose of application and acceptance of a Justice Assistance Grant (JAG).
- i. Presentation, possible action, and discussion approving a real estate contract that will authorize the purchase of a 5.0 acre tract of land needed for two projects - the Dowling Road 10 MG Ground Storage Tank and the Dowling Road Substation.

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.

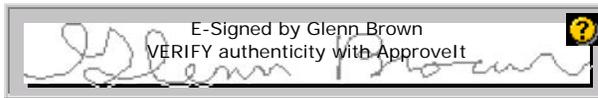
If an individual does not wish to address the City Council, but still wishes to be recorded in the official minutes as being in support or opposition to an agenda item, the individual may complete the registration form provided in the lobby by providing the name, address, and comments about a city related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

1. Public hearing, presentation, possible action, and discussion on an ordinance amending the Comprehensive Plan - Land Use Plan from Regional Retail and Floodplains & Streams to Redevelopment and Floodplains & Streams for 3.956 acres located at 1502 Texas Avenue South.
2. Public hearing, presentation, possible action, and discussion on an ordinance rezoning 3.956 acres from C-1 (General Commercial) to P-MUD (Planned Mixed-Use District) and A-O (Agricultural Open) at 1502 Texas Avenue South.

3. Public hearing, presentation, possible action, and discussion regarding recommendations related to changes in an ordinance amending CHAPTER 9, "SUBDIVISIONS" 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.
4. Discussion and possible action on the existing Economic Development Agreement (EDA) with Gameday Centers Southeastern, L.L.C.
5. The City Council may convene the executive session following the regular meeting to discuss matters posted on the executive session agenda for July 26, 2007.
6. Final action on executive session, if necessary.
7. Adjourn.

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

APPROVED:

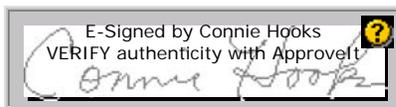


E-Signed by Glenn Brown
VERIFY authenticity with ApproveIt

City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, July 26, 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 23rd day of July, 2007 at 2:30 p.m.



E-Signed by Connie Hooks
VERIFY authenticity with ApproveIt

City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov. The Agenda and Notice are readily accessible to the general public at all times. Said Notice

and Agenda were posted on July 23, 2007, at 2:30 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.

July 26, 2007
Consent Agenda
Corsair Circle (AMS Road) Extension Project

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on a resolution determining a public necessity to acquire property for the Corsair Circle (AMS Road) Extension project.

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

Summary: The attached resolution identifies the parcels of property needed for the Corsair Circle (AMS Road) Extension project and the attached survey maps identify the proposed alignment.

Budget & Financial Summary: Funds are budgeted and available for this project from the 2003 General Obligation Bond Funds.

Attachments:

1. Resolution Determining Need
2. Exhibit A
3. Location Map

RESOLUTION DETERMINING NEED

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, DETERMINING A PUBLIC NECESSITY TO ACQUIRE A FEE SIMPLE INTEREST IN CERTAIN PROPERTY; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE A FEE SIMPLE INTEREST IN PROPERTY FOR THE CORSAIR CIRCLE (AMS ROAD) EXTENSION PROJECT; AND ESTABLISHING PROCEDURES FOR THE ACQUISITION OF A FEE SIMPLE INTEREST IN PROPERTY.

WHEREAS, it is necessary to establish procedures for determining the establishment and approval of just compensation for the parcels in which to acquire a fee simple interest for use as right-of-way for the Corsair Circle (AMS Road) Extension Project; and

WHEREAS, there may be improvements located on the real property in which a fee simple interest is acquired for this project, and such improvements may be required to be moved, removed or demolished prior to the beginning of the Project;

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 Corsair Circle (AMS Road) Extension Project, and the public welfare and convenience will be served by the acquisition of a fee simple interest in the two (2) properties referenced in Exhibit "A" attached hereto and made a part hereof for all purposes.
- 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 a right-of-way in said property for the Corsair Circle (AMS Road) Extension Project.
- 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 appraiser shall make a recommendation to the City Manager as to the establishment and approval of the amount of the just compensation for a fee simple interest in said parcel.
- PART 4: After consideration of said recommendation, the City Manager shall establish and approve the amount determined for acquisition of a fee simple interest in the parcel.

PART 5: That the City Council determines that it will waive paving assessments against parcels abutting the roadway from which any portion of said parcel is needed by the City for the right-of-way if the property owner dedicates the portion of the property necessary for the right-of-way to the City. The City Manager may execute said waivers on behalf of the City of College Station where the value of the assessment is comparable to the portion of the property acquired for the project or where the value of the assessment is used to offset the value of the portion of the property acquired.

PART 6: Upon establishment and approval by the City Manager of the amount of just compensation for the acquisition of a fee simple interest in the property, the City's Land Agent is authorized to communicate a written offer to the owners of said parcel for the acquisition of a fee simple interest in said parcel at the full amount determined and established to be just compensation therefore and to negotiate with said owners on behalf of the City.

PART 7: That the Mayor after approval by City Council is hereby authorized to execute all documents necessary to acquire a fee simple interest in the parcel needed for said project, on behalf of the City of College Station.

PART 8: That the City Manager be and is hereby authorized to sell any such surplus improvements, or order the demolition thereof, 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.

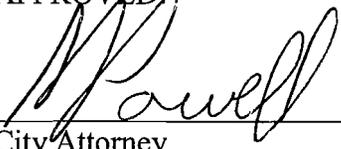
ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

BEN WHITE, Mayor

APPROVED:



City Attorney

Resolution No. _____

Page 3

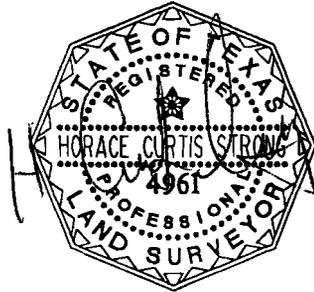
Exhibit "A"
Property Descriptions and Diagrams

**FIELD NOTES
CITY OF COLLEGE STATION
CORSAIR CIRCLE EXTENSION
0.855 OF ONE ACRE
OUT OF
LOT 1A
REPLAT OF LOT 1
AGENCY RECORDS CONTROL, INC.
VOLUME 4872, PAGE 158
MORGAN RECTOR LEAGUE, A – 94
COLLEGE STATION, BRAZOS COUNTY, TEXAS
JUNE 6, 2007**

All that certain lot, tract or parcel of land being 0.855 of one acre situated in the MORGAN RECTOR LEAGUE, Abstract No. 94, College Station, Brazos County, Texas, and being a part of LOT 1A, REPLAT OF LOT 1, AGENCY RECORDS CONTROL, INC. Subdivision as recorded in Volume 4872, Page 158, and being a part of the same land as described in deed from Antone Dobrovolny et al to Agency Records Control, Inc. of record in Volume 313, Page 816, Deed Records of Brazos County, Texas, said 0.855 of one acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½" Iron Rod with Cap set in the south line of said Lot 1A for the southeast corner, said corner also being located in the north line of CENTURY HILL DEVELOPMENT as recorded in Volume 7623, Page 231, Official Records of Brazos County, Texas, a ½" Iron Rod in Concrete found for an interior corner of said Lot 1A bears S 88 ° 40 ' 04 " E a distance of 58.08 feet;
THENCE N 88 ° 40 ' 04 " W, along the common line between said Lot 1A and said Century Hill Development a distance of 60.07 feet to a ½" Iron Rod with Cap set for the southwest corner, the calculated southwest corner of said Lot 1A bears N 88 ° 40 ' 04 " W a distance of 802.69 feet;
THENCE N 01 ° 25 ' 13 " W, a distance of 598.09 feet to a ½" Iron Rod with Cap set for the beginning of a curve;
THENCE around a curve to the left, same having an arc length of 38.66 feet, a radius of 25.00 feet and a chord bearing of N 45 ° 43 ' 07 " W, that bears a distance of 34.92 feet, to a ½" Iron Rod with Cap set in the north line of said Lot 1A for the northwest corner, said corner being located in the south right-of-way line of Emerald Parkway as described in Volume 488, Page 593, a Calculated corner for angle point of said Lot 1A bears S 89 ° 59 ' 00 " W a distance of 198.18 feet;
THENCE N 89 ° 59 ' 00 " E, along the north line of said Lot 1A and the south right-of-way line of said Emerald Parkway a distance of 27.74 feet to a ½" Iron Rod found for the beginning of curve;
THENCE continuing along the north line of said Lot 1A and the south right-of-way line of said Emerald Parkway around a curve to the left, same having an arc length of 32.70', a radius of 1494.00 feet and a chord bearing of N 89 ° 21 ' 26 " E, that bears a distance of 32.70', to a ½" Iron Rod found for the northeast corner, said corner being the northwest corner of Lot 1, Block 4, Emerald Forest Phase 1 as recorded in Volume 488, Page 593;
THENCE S 47 ° 47 ' 10 " E, along the northeast line of said Lot 1A and the southwest line of said Lot 1, Block 4 a distance of 33.17 feet to a ½" Iron Rod with Cap set for an

exterior corner, a 5/8" Iron Rod found for the most southerly corner of said Lot 1, Block 4 bears S 47 ° 47 ' 10 " E a distance of 138.52 feet;
THENCE around a curve to the left, same having an arc length of 1.45 feet, a radius of 25.00 feet and a chord bearing of S 00 ° 14 ' 33 " W, that bears a distance of 1.45 feet, to a 1/2" Iron Rod with Cap set for the point of tangency of a curve;
THENCE S 01 ° 25 ' 13 " E, a distance of 600.50 feet to the PLACE OF BEGINNING CONTAINING AN AREA OF 0.855 OF ONE ACRE OF LAND MORE OR LESS, according to a survey performed during May, 2007, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961. North Orientation is based on rotating the south line of said Lot 1A to Plat Calls in Volume 4872, Page 158. For other information, see accompanying plat.



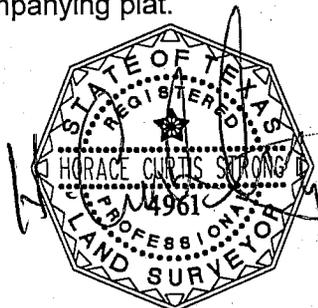
**FIELD NOTES
CITY OF COLLEGE STATION
CORSAIR CIRCLE EXTENSION
0.009 OF ONE ACRE
OUT OF
LOT 1, BLOCK 4
EMERALD FOREST PHASE 1
VOLUME 488, PAGE 593
STEVE DUNCAN – OWNER
VOLUME 6277, PAGE 174
MORGAN RECTOR LEAGUE, A – 94
COLLEGE STATION, BRAZOS COUNTY, TEXAS
JUNE 6, 2007**

All that certain lot, tract or parcel of land being 0.009 of one acre situated in the MORGAN RECTOR LEAGUE, Abstract No. 94, College Station, Brazos County, Texas, and being a part of LOT 1, BLOCK 4, EMERALD FOREST, PHASE 1 as recorded in Volume 488, Page 593, Deed Records of Brazos County, Texas and being the same land as described in deed from Eldred E. Keahey and wife Mary Sue Keahey to Steve Duncan of record in Volume 6277, Page 174, Official Records of Brazos County, Texas, said 0.009 of one acre being more particularly described by metes and bounds as follows:

BEGINNING at a ½" Iron Rod found in the south right-of-way line of Emerald Parkway for the northwest corner, said corner being the northwest corner of said Lot 1, Block 4, Emerald Forest, Phase 1, said corner also being the northeast corner of Lot 1A, Replat of Lot 1, Agency Records Control, Inc. of record in Volume 4872, Page 158;
THENCE around a curve to the left, same having an arc length of 48.23 feet, a radius of 1494.00 feet and a chord bearing of N 87 ° 48 ' 19 " E, that bears a distance of 48.23 feet to a ½" Iron Rod with Cap set for the northeast corner, a 5/8" Iron Rod found for a point of curvature in north line of said Lot 1, Block 4 bears N 82 ° 51 ' 48 " E a distance of 209.32 feet;

THENCE around a curve to the left, same having an arc length of 37.08 feet, a radius of 25.00 feet and a chord bearing of S 44 ° 23 ' 35 " W, that bears a distance of 33.77 feet to a ½" Iron Rod with Cap set for the most southerly corner, said corner being located in the southwest line of said Lot 1, Block 4 and also being located in the northeast line of said Lot 1A, Replat of Lot 1, Agency Records Control, Inc., a 5/8" Iron Rod found for the most southerly corner of said Lot 1, Block 4 bears S 47 ° 47 ' 10 " E a distance of 138.52 feet;

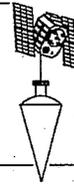
THENCE N 47 ° 47 ' 10 " W, along the southwest line of said Lot 1, Block 4 and the northeast line of said Lot 1A, Replat of Lot 1, Agency Records Control, Inc. a distance of 33.17 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.009 OF ONE ACRE OF LAND MORE OR LESS, according to a survey performed during May, 2007, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961. North Orientation is based on rotating the southwest line of said Lot 1, Block 4, emerald Forest, Phase 1 as recorded in Volume 488, page 593, to Plat calls. For other information, see accompanying plat.





STRONG SURVEYING

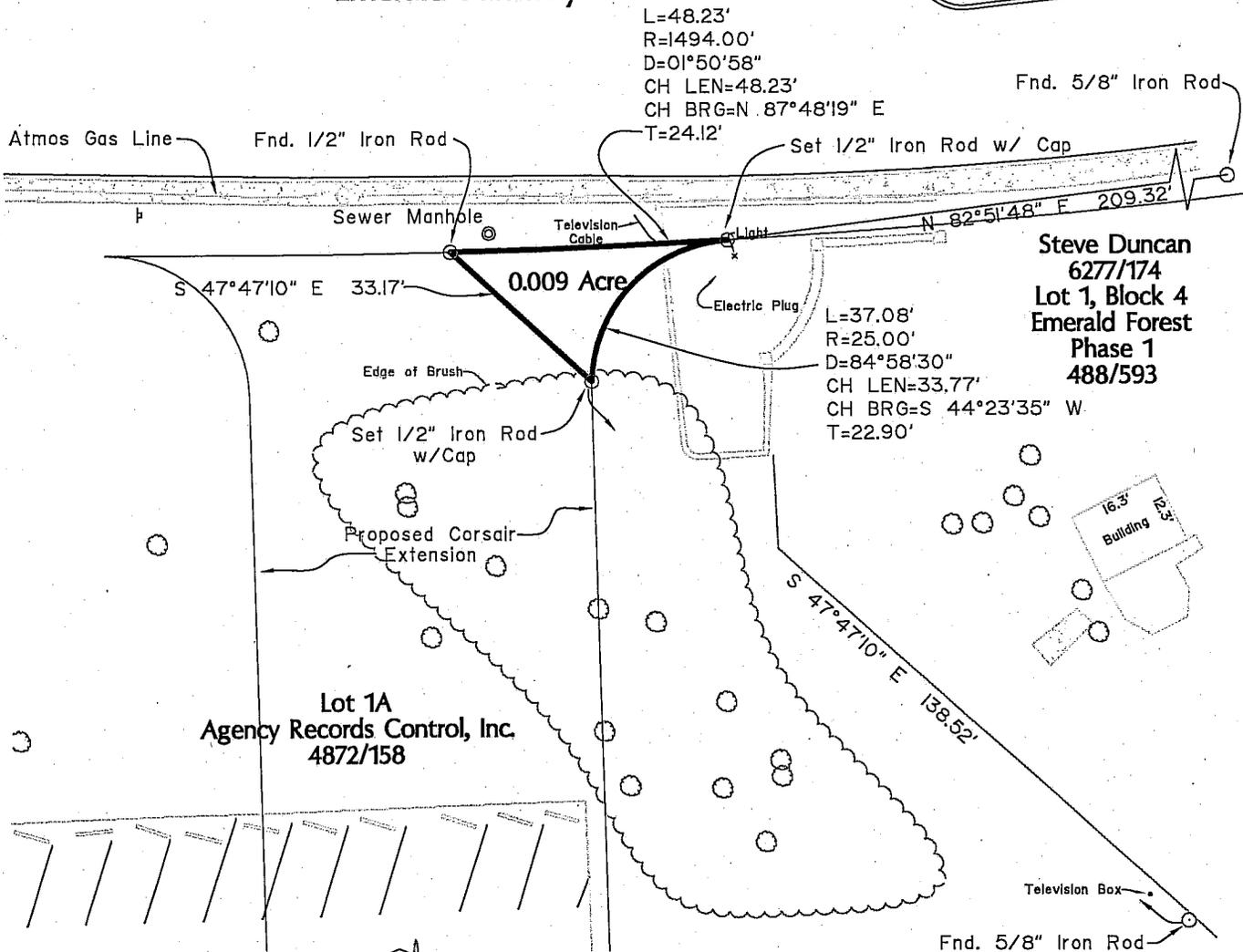
1722 Broadmoor, Suite 105
Bryan, Texas 77802
Phone: (979) 776-9836
Fax: (979) 731-0096
email: curtis@strongsurveying.com



North orientation is based on rotating the southwest line of Lot 1, Block 4 to plat calls as recorded in Volume 488, Page 593.

SCALE: 1" = 30'

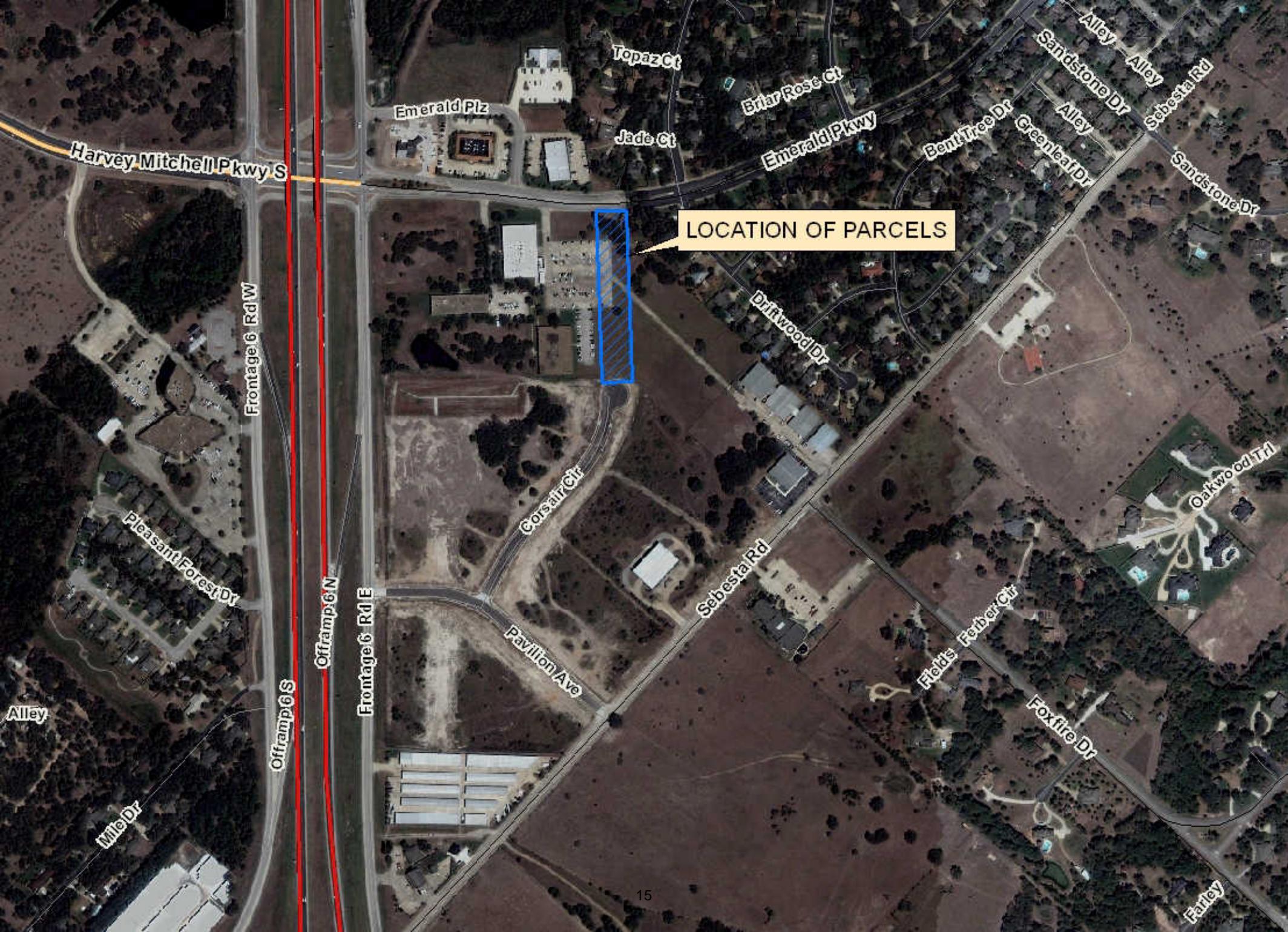
Emerald Parkway



CITY OF COLLEGE STATION
CORSAIR CIRCLE EXTENSION
0.009 OF ONE ACRE
OUT OF

LOT 1, BLOCK 4
EMERALD FOREST PHASE 1
VOLUME 488, PAGE 593
STEVE DUNCAN-OWNER
VOLUME 6277, PAGE 174
MORGAN RECTOR LEAGUE, A - 94
COLLEGE STATION, BRAZOS COUNTY, TEXAS
JUNE 6, 2007

I, H. Curtis Strong, Registered Professional Land Surveyor No. 4961, do hereby certify that this plat represents the results of a survey performed on the ground under my supervision and is true and correct to the best of my knowledge.



LOCATION OF PARCELS

**July 26, 2007
Consent Agenda
TxDOT ROW Funds**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion of a resolution to pay the Texas Department of Transportation (TxDOT) an additional \$429,353.91 for the City's 10% share of Right-of-Way Costs for The Texas Avenue Widening project, the Hwy 40 Extension project, and the Wellborn Road Widening project.

Recommendation(s): Staff recommends approval of the resolution authorizing an increase in funding of \$429,353.91 for right-of-way purchases for the three projects.

Summary: Prior Advance Funding Agreements (AFAs) were approved by Council to pay TxDOT for 10% of the estimated costs for right-of-way and utility re-location costs on the Texas Avenue Widening project, the SH 40 project and the Wellborn Road Widening Project. The actual costs were greater than the amounts estimated. TxDOT has notified the City that it owes additional funds based on the actual project costs. This resolution authorizes our payment of those funds to TxDOT.

PROJECT	ESTIMATED 10%	ACTUAL 10%	AMOUNT OWED
Texas Avenue Widening	\$400,000	\$496,419.29	\$96,419.29
Highway 40 Extension	\$325,000	\$449,562.25	\$124,562.25
Wellborn Road Widening	\$192,110	\$400,481.37	\$208,372.37
		TOTAL	\$429,353.91

Budget & Financial Summary: Funds for the payment of the City's 10% share of right-of-way costs are available in the Streets Capital Improvement Projects Fund. Funds in the amount of \$219,354 are available in fund balance. These funds were appropriated for the payment to TxDOT as part of the budget amendment approved by Council on July 12, 2007. It is anticipated that balance of the funds in the amount of \$210,000 will come from unencumbered funds remaining in the Jones Butler Street Extension project, which is expected to come in under budget.

Attachments:

1. Resolution
2. Copies of TxDOT letter dated December 18, 2006 and Agreements to Contribute Funds with Resolutions
3. Location maps

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING ADDITIONAL FUNDING TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR RIGHT-OF-WAY COSTS OF STATE PROJECTS WITHIN THE CITY OF COLLEGE STATION.

WHEREAS, the City Council of the City of College Station, Texas, previously approved Resolution number 8-27-98-5-d accepting responsibility to pay ten percent of the right-of-way cost to the Texas Department of Transportation for the Texas Avenue Widening project; and

WHEREAS, the City Council of the City of College Station, Texas, previously approved Resolution number 02-08-01-9.12 accepting responsibility to pay ten percent of the right of way cost to the Texas Department of Transportation for the State Highway 40 extension project; and

WHEREAS, the City Council of the City of College Station, Texas, previously approved Resolution number 02-12-2004-12.08 accepting responsibility to pay ten percent of the right-of-way cost to the Texas Department of Transportation for the Wellborn Road widening project; and

WHEREAS, the City Council of the City of College Station, Texas, has been notified by the Texas Department of Transportation that the actual costs for these rights-of ways have exceeded previous estimates and additional funds are due from the City of College Station; now, therefore,

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

- PART 1: That the City Council hereby approves additional funds in the amount of \$429,353.91 to be paid to the Texas Department of Transportation for right-of-way costs for the Texas Avenue Widening, the State Highway 40 Extension and the Wellborn Road Widening projects.
- PART 2: That the funding for these projects is available through a budget amendment of \$219,354.00 approved by Council on July 12, 2007 and unencumbered funds in the amount of \$210,000.00 from the Streets Capital Improvement Projects Fund.
- PART 3: That this resolution shall take effect immediately from and after its passage.

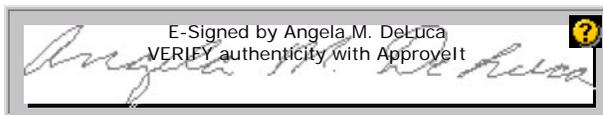
ADOPTED this 26th day of July, A.D. 2007.

ATTEST:

APPROVED:

City Secretary

MAYOR



City Attorney



Bob

Texas Department of Transportation

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

December 18, 2006

BS 6
Brazos County
8017-1-47
CSJ 0050-01-065
Limits: From Domink Dr. to FM 2818

SH 40
Brazos County
8017-1-48
CSJ 0540-08-002
Limits: From FM 2154 to SH 6

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

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

Dear Mr. Smith:

As you recall, we met with you and Bob Mosely on September 15, 2006 concerning the over encumbered funds for the right of way acquisition and adjustment of utilities on the above projects that the City of College Station (City) has a 10% vested interest in. Bob requested that we follow up with this letter and to provide copies of the original agreements that were executed concerning these projects. We have attached those along with a list showing the amount contributed by the City and the amount now needed to cover the current overage. The total amount owed for the SH 40 project is \$124,562.25. There will be no additional payments necessary on this project. The current amount owed on the Business 6 (Texas Avenue) project is \$96,419.29. The current amount owed on the FM 2154 project is \$208,372.37. We are still actively completing acquisition and utility adjustments on both the Business 6 (Texas Avenue) and the FM 2154 projects. Once we have completed all work related to these two projects we will request the final amount due.

It is our desire to receive these amounts due during this fiscal year or by August 31, 2007. If the City is unable to meet this obligation please let me know.

If you have any questions concerning this matter, please feel free to contact me at 778-9721.

Sincerely,

Samuel L. Wilson
Right of Way Administrator

Attachments

Right of Way Participation
City of College Station

	<u>Amount Contributed</u>	<u>Amount Expended</u> (as of 12/15/06)	<u>Amount Over</u>
BS 6 (Texas Avenue)	\$400,000	\$496,419.29	\$96,419.29
SH 40	\$325,000	\$449,562.25	\$124,562.25
<u>FM 2154</u>	<u>\$192,110</u>	<u>\$400,481.37</u>	<u>\$208,372.37</u>
Total			\$429,353.91

Agreement to Contribute Funds
(City Form)

THE STATE OF TEXAS

COUNTY OF Travis

Contract No. _____

County Brazos

Federal Project No. _____

CSJ No. 0050-01-065

ROW Account No. 8017-1-47

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and the City of College Station, Texas, acting by and through its duly authorized official under a Resolution dated the 27th day of August 19 98, hereinafter called the **City**, *shall be effective on the date of approval and execution by and on behalf of the State.*

WHEREAS, the **State** is requesting the **City** to enter into a contractual agreement and to pay for 10% of the right of way costs for a **State** highway project on Highway No. BS 6-R with the following project limits:

From: Dominik Drive
To: FM 2818; and

WHEREAS, the **City** has now requested that the **State** assume responsibility for acquisition of all necessary right of way for said highway project; and

WHEREAS, the **City** desires to voluntarily contribute to the **State** funds equal to ten (10) percent of the cost of the said right of way for the proper development and construction of the **State** Highway System;

WHEREAS, the **City** desires to contribute this ten (10) percent of the cost of the right of way in incremental payments in accordance with the following schedule:

- Seventy-One Thousand and 00/100----- Dollars (\$ 71,000.00) upon execution of agreement.
- One Hundred Sixty-Four Thousand Five Hundred and 00/100----- Dollars (\$ 164,500.00) on or before October 15, 1999.
- One Hundred Sixty-Four Thousand Five Hundred and 00/100----- Dollars (\$ 164,500.00) on or before October 15, 2000.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the **City** shall contribute to the **State** an amount equal to ten (10) percent of the cost of the right of way to be acquired by the **State** and shall transmit to the **State** with the return of this agreement, duly executed by the **City**, a warrant or check payable to the Texas Department of Transportation in the amount of Seventy-One Thousand and 00/100----- Dollars (\$ 71,000.00) as partial payment of the aforementioned ten (10) percent cost. The **City** will contribute to the **State** the balance of the ten (10) percent in accordance with the following schedule:

- One Hundred Sixty-Four Thousand and 00/100 Dollars
(\$ 164,500.00) on or before October 15, 1999.
- One Hundred Sixty-Four Thousand and 00/100 Dollars
(\$ 164,500.00) on or before October 15, 2000.

The above contributions constitute Four Hundred Thousand and 00/100 Dollars (\$ 400,000.00) which represents ten (10) percent of the estimated cost of the right of way. However, if it is found that any installment is insufficient to pay the City's obligation, then the City, upon request of the State, will forthwith supplement this amount in such amount as is requested by the State. Upon completion of the highway project and in the event the total amount as paid by the City is more than ten (10) percent of the actual cost of the right of way, any excess amount will be returned to the City by the State. Cost of the right of way acquired by the State shall mean the total value of compensation paid to owners, including but not limited to utility owners, for their property interests either through negotiations or eminent domain proceedings.

CITY OF COLLEGE STATION, TEXAS

EXECUTION RECOMMENDED:

By: Lynda M. Seibany
Mayor

[Signature]
District Engineer

ATTEST:
Connie Hook

THE STATE OF TEXAS
Certified as being executed for the purposes and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission under the authority of Minute Order 100003

By: [Signature]
Director of Right of Way

Date: 10-19-98

Resolution

RESOLUTION NO. 8-27-98-5-d

WHEREAS, the Texas Department of Transportation is requesting the City of College Station (City) to enter into a contractual agreement and to pay for 10% of the right of way costs for a State highway project on Highway No. BS 6-R from Dominik Drive to FM 2818; and

WHEREAS, the City desires to voluntarily contribute to the State funds equal to ten (10) percent of the cost of the said Right of Way for the proper development and construction of the project; and

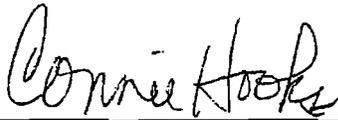
WHEREAS, the completion of the improvement to BS 6-R is crucial to the enhancement of circulation and safety; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of College Station, Texas, that the City of College Station, Texas, accepts responsibility for ten (10) percent of the cost of said Right of Way which is currently estimated at \$400,000.00 for the improvement of BS 6-R from Dominik Drive to FM 2818. The Department of Transportation will be responsible for acquiring all property required for the project. Acquisition procedures will be in accordance with policies of the Texas Department of Transportation and with applicable Federal and State laws governing the acquisition policies for acquiring real property. The Mayor is hereby authorized to execute an agreement with the Texas Department of Transportation on behalf of the City of College Station.

This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED this 27th day of August, 1998.

ATTEST:



APPROVED:



Lynn McIlhane, Mayor

Agreement to Contribute Funds

(City Form)

THE STATE OF TEXAS

COUNTY OF Travis

Contract No. _____

County Brazos

Federal Project No. _____

CSJ No. 0540-08-002

ROW Account No. 8017-1-48

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and the City of College Station, Texas, acting by and through its duly authorized official under a Resolution dated the 8th day of February 20 01, hereinafter called the **City**, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** is requesting the **City** to enter into a contractual agreement to pay for 10% of the right of way costs for a **State** highway project on Highway No. SH 40 with the following project limits:

From: FM 2154
To: SH 6; and

WHEREAS, the **City** has now requested that the **State** assume responsibility for acquisition of all necessary right of way for said highway project; and

WHEREAS, the **City** desires to voluntarily contribute to the **State** funds equal to ten (10) percent of the cost of the said right of way for the proper development and construction of the **State** Highway System;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the **City** shall contribute to the **State** an amount equal to ten (10) percent of the cost of the right of way to be acquired by the **State** and shall transmit to the **State** with the return of this agreement, duly executed by the **City**, a warrant or check payable to the Texas Department of Transportation in the amount of Three Hundred Twenty-Five Thousand and 00/100---- Dollars (\$ 325,000.00), which represents ten (10) percent of the estimated cost of the right of way. However, if it is found that this amount is insufficient to pay the **City's** obligation, then the **City**, upon request of the **State**, will forthwith supplement this amount in such amount as is requested by the **State**. Upon completion of the highway project and in the event the total amount as paid by the **City** is more than ten (10) percent of the actual cost of the right of way, any excess amount will be returned to the **City** by the **State**. Cost of the right of way acquired by the **State** shall mean the total value of compensation paid to owners, including but not limited to utility owners, for their property interests either through negotiations or eminent domain proceedings.

CITY OF COLLEGE STATION, TEXAS

EXECUTION RECOMMENDED:

By: [Signature]
Mayor

[Signature]
District Engineer

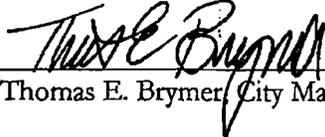
ATTEST:
[Signature]
City Secretary

THE STATE OF TEXAS
Certified as being executed for the purposes and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission under the authority of Minute Order 100002

By: [Signature]
Director of Right of Way

Date: 03/15/2001

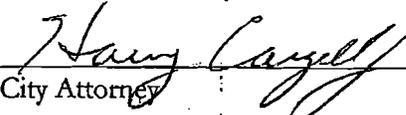
APPROVED:



Thomas E. Brymer, City Manager

2-19-01

Date



Nancy Carroll
City Attorney

Date



Charles Cryan, Director of Fiscal Services

2-28-01

Date

RESOLUTION NO. 02-08-01-9.12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AN "AGREEMENT TO CONTRIBUTE FUNDS" WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR STATE HIGHWAY 40.

WHEREAS, the Texas Department of Transportation is requesting the City Council of College Station enter into an agreement to pay for ten percent (10%) of the right-of-way cost for State Highway 40 from Farm to Market Road 2154 to State Highway 6; and

WHEREAS, the City Council of the City of College Station desires to contribute to the State funds equal to ten percent (10%) of the cost of the right-of-way for the development and construction of the project; now, therefore,

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

- PART 1: That the City Council accepts responsibility for ten percent (10%) of the cost of said right-of-way which is currently estimated at \$325,000 for the construction of State Highway 40 from Farm to Market Road 2154 to State Highway 6.
- PART 2: That the Department of Transportation will be responsible for acquiring all property for the project.
- PART 3: That the Mayor is hereby authorized to sign the agreement to contribute funds on behalf of the City of College Station.
- PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 8th day of February, A.D. 2001.

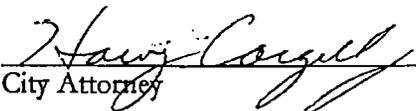
ATTEST:


CONNIE HOOKS, City Secretary

APPROVED:


LYNN McILHANEY, Mayor

APPROVED:


City Attorney



AGREEMENT TO CONTRIBUTE FUNDS - LOCAL GOVERNMENT

County: Brazos Federal Project No: ROW CSJ No: 0540-04-056
 ROW Account No: 8017-1-63 Highway: FM 2154

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and the City of College Station, Texas, acting by and through its duly authorized officials pursuant to a Resolution dated the 12th day of February, 2004, hereinafter called the **Local Government**, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** and the **Local Government** hereby agree to enter into a contractual agreement to acquire right of way for a highway project on Highway No. FM 2154 with the following project limits:

From: 0.3 mile North of FM 2818

To: 0.6 mile South of Proposed SH 40; and

WHEREAS, the **Local Government** requests that the **State** assume responsibility for acquisition of all necessary right of way for said highway project; and

WHEREAS, the **Local Government** desires to voluntarily contribute to the **State** funding participation as defined in 43 TAC, §15.55 for the cost of acquiring said right of way for the proper improvement of the State Highway System;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the **Local Government** shall contribute to the **State** an amount equal to ten percent (10%) of the cost of the right of way to be acquired by the **State** and shall transmit to the **State**, on or before October 30, 2004, a warrant or check payable to the Texas Department of Transportation in the amount of One Hundred Ninety Thousand and 00/100-----Dollars (\$190,000.00), which represents ten percent (10%) of One Million Nine Hundred Thousand and 00/100----- Dollars (\$1,900,000.00), the estimated total cost of the right of way. If however, it is found that this amount is insufficient to pay the **Local Government's** obligation, then the **Local Government** will within thirty (30) days after receipt of a written request from the **State** for additional funds, transmit to the **State** such supplemental amount as is requested. Upon completion of the highway project and in the event the total amount as paid by the **Local Government** is more than ten percent (10%) of the actual cost of the right of way, any excess amount will be returned to the **Local Government** by the **State**. The **Local Government** shall return this agreement, duly executed by the **Local Government**, upon approval by the city commissioner's court.

In the event any existing, future, or proposed **Local Government** ordinance, commissioners court order, rule, policy, or other directive, including but not limited to those concerning outdoor advertising, are more restrictive than **State** law, policy, or directive, and thereby result in any increased costs, then the **Local Government** will pay one hundred percent (100%) of all such increased costs, even if the applicable county qualifies as an economically disadvantaged county. The amount of the increased costs associated with the existing, future, or proposed **Local Government** ordinance, order, rule, policy, or other directive will be determined by the **State** at its sole discretion.

The cost of providing such right of way acquired by the **State** shall mean the total value of compensation paid, either through negotiations or eminent domain proceedings, to the owners for their property interests, including

but not limited to utility owners involving expenses related to the relocation, removal or adjustment of eligible utilities. The **Local Government** shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the **State** and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the **State** and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The **State** auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the **State** auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

THE LOCAL GOVERNMENT
City of College Station

By: *Ron Silvia*

Title: *Mayor Ron Silvia*

Date: *3-22-04*

EXECUTION RECOMMENDED:

[Signature] *3/23/2004*
for District Engineer, Bryan District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: *John P. Campbell*
John P. Campbell, P.E.
Right of Way Division Director

Date: *04/15/2004*

RESOLUTION NO. 2-12-2004-12.08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO PROVIDE FUNDS FOR THE ACQUISITION OF PROPERTY FOR THE WIDENING OF FM 2154.

WHEREAS, the Texas Department of Transportation has requested that the City of College Station (City) enter into a contractual agreement and acquire Right of Way for the highway project on FM 2154 from 0.3 miles North of FM 2818 to 0.6 miles South of Proposed SH 40 in College Station; and

WHEREAS, the City Council of the City of College Station, Texas, desires to voluntarily contribute to the State funds equal to ten (10) percent of the cost of the said Right of Way for the proper development and construction of the project; and

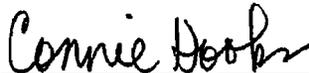
WHEREAS, the completion of the improvement to FM 2154 is crucial to the enhancement of circulation and safety; now, therefore,

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

- PART 1: That the City Council hereby accepts responsibility for ten (10) percent of the cost of said Right of Way which is currently estimated at \$190,000.00 for the improvement of FM 2154 from 0.3 miles North of FM 2818 to 0.6 miles South of Proposed SH 40 in College Station.
- PART 2: That the Texas Department of Transportation will be responsible for acquiring all property required for the project in accordance with policies of the Texas Department of Transportation and with applicable Federal and State laws governing the acquisition of real property.
- PART 3: That the City Council hereby authorizes Mayor Ron Silvia to execute an agreement with the Texas Department of Transportation on behalf of the City of College Station.
- PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 12th day of February, A.D. 2004.

ATTEST:



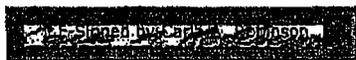
CONNIE HOOKS, City Secretary

APPROVED:

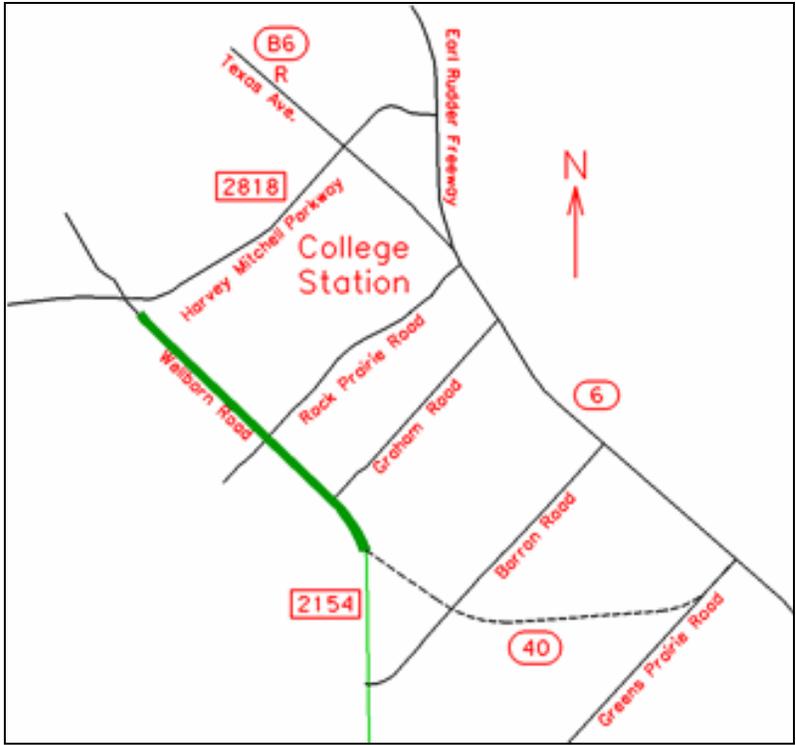


RON SILVIA, Mayor

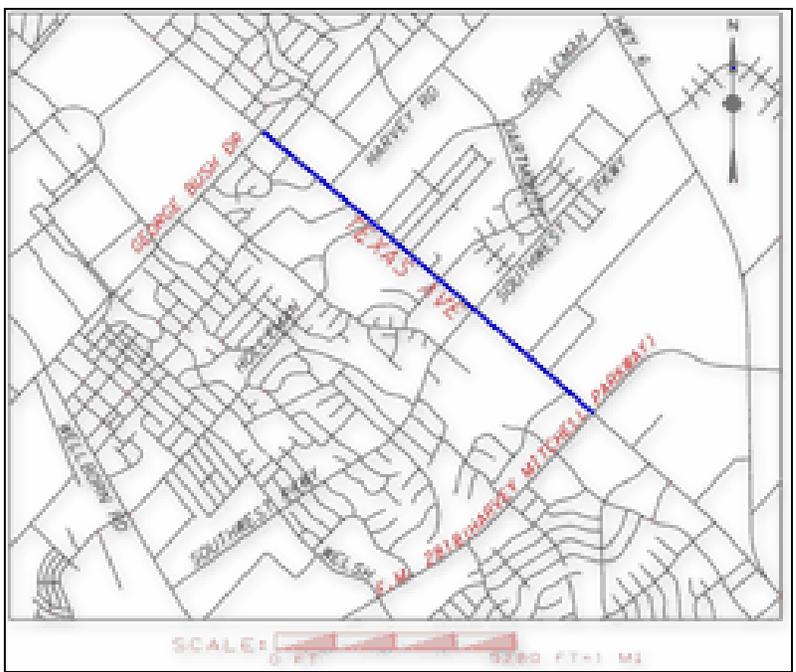
APPROVED:



City Attorney



Wellborn – SH 40



Texas Avenue

**July 26, 2007
Consent Agenda
Change Order No. 1
For the Wellborn Road Utility Relocation Project**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, discussion, and possible action ratifying Change Order No. 1 to Contract #06-217 with Elliott Construction in an amount not to exceed \$32,602.15 for the Wellborn Road Utility Relocation Project.

Recommendation(s): Staff recommends that Council ratify the Change Order in an amount not to exceed \$32,602.15.

Summary: All items shown on the Change Order have already been installed and accepted. We are asking Council to ratify the change order so that we can pay the contractor for the work he has done.

The items listed on the Change Order are adjustments to reflect actual quantities used and to pay for items required by unanticipated site conditions. The items are costs incurred during tie-in of the new, relocated waterlines and services. These tie-in problems were encountered at the time the approved work was being performed and therefore the items were executed immediately to avoid shutting off water services to 16 customers for a prolonged time period.

Budget & Financial Summary: Funding for this project is budgeted and available from the Water Utility Fund. A percentage of this project is eligible for TxDOT reimbursement

Attachments:

1. Change Order No. 1
2. Location Map

CHANGE ORDER NO. 1 DATE: July 12, 2007
 CONTRACT # 06-217 PROJECT DESCRIPTION: Wellborn Road Utility Relocation
 P.O.#061057 PROJECT # WTWOC - WO# WF0613546 Project. Relocate water lines for TxDOT roadway project.

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

CONTRACTOR: Elliott Construction Ltd
 PO Box 510
 Wellborn, TX 77881

Ph: 979-690-7071
 Fax: 979-690-7152

PURPOSE OF THIS CHANGE ORDER:
 Item Adjust sewer line into bore pits, keep water on to businesses during change over, replace cap on Air Releif
 Descriptions w/ Flapper as requested by staff, 42-in valve needed work during midnight tie-in, additional hydromulch.

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	SF	Hydromulch	\$0.05	3,300	373,563	\$ 18,513.15
2	LS	Sewer conflict with road bore pits	\$4,911.00	N/A	N/A	\$ 4,911.00
3	LS	1-in to home site	\$960.00	N/A	N/A	\$ 960.00
4	LS	Replace Cap w/ Flapper Valve	\$570.00	N/A	N/A	\$ 570.00
5	LS	42-in tie-in work	\$950.00	N/A	N/A	\$ 950.00
6	LS	Added Blow-offs and Temp Line	\$6,698.00	N/A	N/A	\$ 6,698.00
Total						\$ 32,602.15

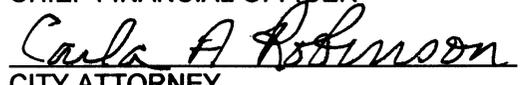
THE NET AFFECT OF THIS CHANGE ORDER IS AN 1.2 % Increase.

ORIGINAL CONTRACT AMOUNT \$ 2,824,678.32
 Change Order No. 1 \$ 32,602.15 1.2 % of Original Contract Amount
 REVISED CONTRACT AMOUNT \$ 2,857,280.47

ORIGINAL CONTRACT TIME 273 Days
 Change Order No. 1 Time Extension or Reduction 10 Days
 REVISED CONTRACT TIME 283 Days

ORIGINAL SUBSTANTIAL COMPLETION DATE NTP issued 9/19/06 9/19/07
 REVISED SUBSTANTIAL COMPLETION DATE Additional 10 days 9/27/07

APPROVED:

	19 June 07	_____	_____
A/E CONTRACTOR	Date	CHIEF FINANCIAL OFFICER	Date
	6-19-07		_____
CONSTRUCTION CONTRACTOR	Date	CITY ATTORNEY	Date
	6/19/07	_____	_____
PROJECT ENGINEER	Date	CITY MANAGER	Date
	6/19/07	_____	_____
CITY ENGINEER	Date	MAYOR	Date
	06/19/07	_____	_____
DEPARTMENT DIRECTOR/ ADMINISTRATOR	Date	CITY SECRETARY	Date

All items on this Change Order are acceptance by ratification for work already completed. This Change Order does not make any material changes to the terms of the contract.

Wellborn Road Utility Relocation Project Change Order #1

0 250 500 1,000 Feet



42-in Valve

Tie-in

Tie-in

Tie-in

Tie-in

Tie-in

**July 26, 2007
Consent Agenda
Change Order No. 2
For the Wellborn Road Utility Relocation Project**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, discussion, and possible action regarding Change Order No. 2 to Contract #06-217 with Elliott Construction in an amount not to exceed \$36,451.12 for the Wellborn Road Utility Relocation Project.

Recommendation(s): Staff recommends approval of the Change Order in an amount not to exceed \$36,451.12.

Summary: Items listed on this Change Order are related to an 8" line connecting OI Corp and the Cottages of Rock Prairie. This line extension was overlooked and not included in the original set of construction drawings. The line is a stop-gap solution that will serve both businesses with sufficient fire flow capacity.

The Cottages of Rock Prairie are fed by 2 6-in lines crossing Mortier and an 8-in line from Wellborn Rd. The line along Wellborn is going away as a result of the TXDOT Wellborn Road widening project. The 2 6-in lines are insufficient to fully supply the retirement center with fire flow. This connection will tie-in the Cottages of Rock Prairie and OI Corp to the 12-in line along Graham.

Budget & Financial Summary: Funds for this project are budgeted and available from the Water Utility Fund. A percentage of this project is eligible for TxDOT reimbursement

Attachments:

1. Change Order No. 2
2. Location Map

CHANGE ORDER NO. 2
 CONTRACT # 06-217
 PROJECT # WTWOC -
 WO# WF0613546

DATE: July 12, 2007

P.O.#061057

PROJECT DESCRIPTION: Wellborn Road Utility Relocation Project. Relocate water lines for TxDOT roadway project.

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

CONTRACTOR: Elliott Construction Ltd
 PO Box 510
 Wellborn, TX 77881

Ph: 979-690-7071
 Fx: 979-690-7152

PURPOSE OF THIS CHANGE ORDER:
 Item Descriptions Install 8-in water line at Graham Road to serve OI Corp and Cottages of Rock Prairie. (Not included in original plan set)

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LF	8" PVC Water Line	\$ 28.50	332	795.32	\$13,204.62
2	LF	16" Steel Casing by Bore	\$ 200.00	NA	NA	\$12,414.00
3	EA	12" Gate Valve	\$ 1,250.00	7	8	\$1,250.00
4	EA	12"X 8" Tee	\$425.00	1	2	\$12,414.00
5	LF	12" Cap	\$500.00	NA	NA	\$500.00
6	EA	8" Gate Valve	\$680.00	6	7	\$680.00
7	EA	8"X 45" Degree Bend	\$225.00	1	3	\$450.00
8	EA	12"X 22.5" Degree Bend	\$370.00	5	7	\$740.00
9	EA	1.5" Water Service (1 Meter)	\$710.00	5	7	\$1,420.00
10	EA	Fire Hydrant, Type 1	\$ 2,510.00	8	9	\$2,510.00
11	EA	Connect to Exist. 8" Water Line	\$ 1,000.00	4	5	\$1,000.00
12	EA	Connect to Exist. 12" Water Line	\$ 1,700.00	1	2	\$1,700.00
13	LF	Pavement Removal	\$7.50	6438	6459	\$157.50
Total						\$36,451.12

THE NET AFFECT OF THIS CHANGE ORDER IS A 2.4% Increase.

ORIGINAL CONTRACT AMOUNT \$ 2,824,678.32
 Change Order No. 1 \$ 32,602.15 1.2 % of Original Contract Amount
 Change Order No. 2 \$ 36,451.12 1.3 % of Original Contract Amount
 REVISED CONTRACT AMOUNT \$ 2,893,731.59

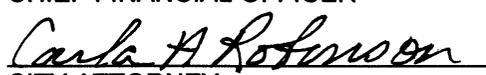
ORIGINAL CONTRACT TIME 373 Days
 Change Order No. 1 Time Extension 10 Days
 Change Order No. 2 Time Extension 14 Days
 REVISED CONTRACT TIME 397 Days

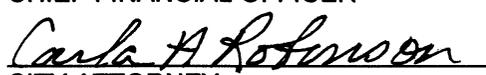
ORIGINAL SUBSTANTIAL COMPLETION DATE NTP issued 9/19/06 9/27/07
 REVISED SUBSTANTIAL COMPLETION DATE Additional 24 days 10/21/07

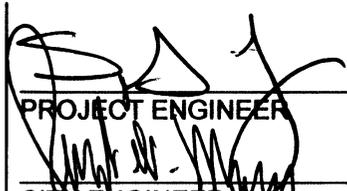
APPROVED:


 A/E CONTRACTOR Date 19 June 07


 CONSTRUCTION CONTRACTOR Date 6-19-07


 CHIEF FINANCIAL OFFICER Date


 CITY ATTORNEY Date

 PROJECT ENGINEER	<u>6/19/07</u> Date	_____	CITY MANAGER	_____	Date
 CITY ENGINEER	<u>6/19/07</u> Date	_____	MAYOR	_____	Date
<u>C. M. E.</u> DEPARTMENT DIRECTOR/ ADMINISTRATOR	<u>06/19/07</u> Date	_____	CITY SECRETARY	_____	Date

0 50 100 200 Feet



Cottages

Tie-in

OI Corp

Graham Rd

Tie-in

Wellborn Road Utility Relocation Project
Change Order #2

July 26, 2006
Consent Agenda
Texas Commercial Waste Container Lease Agreement

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on approving a yearly Renewal (Bid No. 06-62) - Rental of front-end loaders (Contract No. 06-165) of a (5) year agreement for the lease of slant-top, front-end loading refuse containers. This is the first renewal of this agreement.

Recommendation(s): Staff recommends approval of the renewal agreement with Texas Commercial Waste for an annual estimated expenditure of \$169,740.00.

Summary: **BID #06-62** was opened on April 4, 2006 @2:00 P.M. Two (2) bids were received and opened. Texas Commercial Waste was the lowest responsible bidder. The monthly rate for 8 yard containers as bid is \$15.00 per month and the rate for 4 yard containers is \$7.50 per month. The price includes delivery, storage of inventory and maintenance of the containers. Currently the city leases a total of eight hundred sixty-eight (868) 8 yard and one hundred fifty (150) 4 yard slant-top, front-end loading refuse containers used by the Sanitation Division for commercial collection operations. The lease agreement was approved by council on May 25, 2006. (Contract No. 06-165)

Budget & Financial Summary: The Lease Agreement is effective July 2007, and funds are budgeted in the Sanitation fund, Commercial Collection Division.

Attachments:

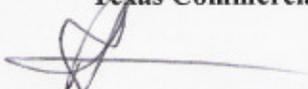
1. Renewal Agreement.

.....
RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew contract #06-165 (Bid #06-62), for rental of front end loaders_ in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for the period beginning July 17, 2007 through July 26, 2008.

Texas Commercial Waste



AUTHORIZED REPRESENTATIVE

6-12-07

DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

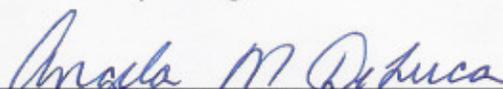
City Secretary

DATE

APPROVED:

City Manager

DATE



City Attorney

DATE

Chief Financial Officer

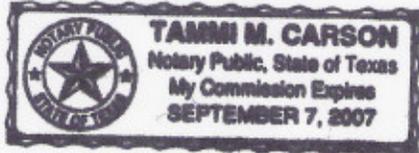
DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF Brazos

This instrument was acknowledged on the 12th day of June, 2007
by Ron Schmidt in his/her capacity as General Manager of
Texas Commercial Waste, a TEXAS Corporation, on behalf of said corporation.



Tammi M. Carson
Notary Public in and for the
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 200 ,
by _____, in his capacity as Mayor of the City of College Station, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas

July 26, 2007
Consent Agenda
Sonoma Development Agreement

To: Glenn Brown, City Manager

From: Dave Coleman, Director, Water Services Department

Agenda Caption: Presentation, possible action, and discussion to approve a development agreement with BCS Development Company to provide easements and construct sewer infrastructure to provide sewer service to the SH40 area.

Recommendation: Staff recommends Council approve this agreement.

Summary: The Sonoma development is a unique situation that provides an opportunity for the City to take advantage of a development project to improve the City's utility infrastructure. This is a 41 acre subdivision of 165 single family home lots, located at Barron Road and SH 40. Originally, the developer planned to construct a lift station and force main to pump the sewage, but this configuration would have served only this subdivision and would not enhance the City's overall sewer system.

This development agreement will enable the City to provide sewer service to the SH40 region which was annexed in 1995. It will also provide sewer service to a site being considered by CSISD for construction of a new elementary school. This gravity sewer line is also necessary for the City to fulfill its obligation to serve in the SH 40 region of our wastewater service area under our application for the Certificate of Public Convenience and Necessity, or CCN. At a total cost not to exceed \$345,484 this Agreement will install a vital segment of the gravity sewer system for approximately half of what it would have cost otherwise. Therefore, staff recommends approval of the development agreement.

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

Attachment:

Development Agreement
Map

DEVELOPMENT AGREEMENT

This Agreement is entered into this _____ day of _____, 2007, by and between the **City of College Station**, a Texas home rule municipal corporation (hereinafter "CITY"), and BCS DEVELOPMENT CO., a Texas corporation (hereinafter "DEVELOPER").

WHEREAS, DEVELOPER is developing property within the City of College Station, more particularly described as Sonoma Subdivision (hereinafter "Development") as depicted and described on a vicinity map, a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, City has the authority under Chapter 380 of the Texas Local Government Code to make loans and grants of public funds to promote local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, CITY will grant public funds to assist DEVELOPER in obtaining an easement located on private property which is needed to complete the required gravity sewer line; and

WHEREAS, CHAPTER 9 of the CITY OF COLLEGE STATION CODE OF ORDINANCES requires that DEVELOPER conform to CITY's standards and master plans for streets and utilities and pay for all costs of materials and installation of streets, alleys, sidewalks, drainage, and utilities except where CITY agrees to participate in the cost of oversize of such improvements; and

WHEREAS, CITY requests a fifteen-inch (15") and eighteen-inch (18") gravity sewer line; as depicted in **Exhibit B** (hereinafter "Project"); and

WHEREAS, CITY will benefit from the installation of said sewer line by its expanding the service area and capacity of the CITY sewer system, thereby facilitating development of vacant property, serving a public purpose; and

WHEREAS, CITY will benefit from the installation of a gravity sewer line at this time through an increased service area and reduced operation and maintenance costs; and

WHEREAS, DEVELOPER has requested that CITY cost participate in said sewer line improvements; and

WHEREAS, the City Engineer has reviewed the data, reports and analysis provided by DEVELOPER's engineers and determined that DEVELOPER's proposal is a benefit to the CITY;

NOW, THEREFORE, for and in consideration of the recitations above and the promises and covenants herein expressed, the parties hereby agree as follows:

I.

DEFINITIONS

1.1 Approved Plans means the plans and specifications that meet the requirements of this Development Agreement, the City of College Station Codes and Ordinances and any other applicable laws that have been submitted to, reviewed and approved by the City of College Station Development Services Department, the City Engineer.

1.2 CITY or College Station means the City of College Station, a Texas home rule municipal corporation located at 1101 Texas Avenue, College Station, Texas 77840.

1.3 Certificate of Acceptance: A certificate issued by the City Engineer stating that the construction conforms to the plans, specifications and standards contained in or referred to in CHAPTER 9 of the CITY OF COLLEGE STATION CODE OF ORDINANCES.

1.4 Effective Date. The date on which this Agreement is signed by the last party whose signing makes the Agreement fully executed.

1.5 Final Completion. The term "Final Completion" means that all the work on the Project has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation, and all closeout documents have been executed and approved by the DEVELOPER, Certificate of Acceptance has been issued for the Project, all Reports have been submitted and Reporting Requirements have been met, and DEVELOPER has fully performed any other requirements contained herein.

1.6 DEVELOPER means Randy French, President, Stylecraft Builders, Inc., BCS Development Co. a Texas limited partnership whose principal office is located at 4090 S Highway 6, South, College Station/Bryan, Texas 77845.

1.7 Development means Sonoma Subdivision Phase One, Brazos County, Texas, as depicted and described on the final plat approved by the Planning and Zoning Commission on May 3, 2007, a copy of which is attached hereto as **Exhibit C**.

1.8 Project means the construction of the gravity sewer line improvements as detailed in **Exhibit B** attached hereto and incorporated herein by reference.

1.9 Seaback easement means the property owned by Gary Seaback in which a gravity sewer line will be constructed and is subject to this Chapter 380 reimbursement grant.

II.

COST PARTICIATION

2.1 CITY agrees to cost participate in the improvements as follows:

1. The difference between the construction of (i) an eight inch (8") gravity sewer line and (ii) a fifteen-inch (15") and eighteen-inch (18") gravity sewer line for a 4,341 linear foot section.

2.2 The total estimated cost of the project is FIVE HUNDRED SEVENTY FOUR THOUSAND, THREE HUNDRED AND NO/100 DOLLARS (\$574,300.00). CITY agrees to reimburse DEVELOPER for the actual construction cost not to exceed TWO HUNDRED NINETY FIVE THOUSAND, FOUR HUNDRED EIGHTY FOUR AND NO/100 DOLLARS (\$295,484).

2.3 CITY agrees to partially reimburse DEVELOPER for purchase of the Seaback easement in an amount not to exceed \$50,000 (FIFTY THOUSAND AND NO/DOLLARS).

2.4 The Project must be competitively bid under SECTION 252.002 et seq. of the TEXAS LOCAL GOVERNMENT CODE as amended. The CITY shall be responsible for advertising and obtaining bids for the construction of the Project. DEVELOPER shall pay for all costs associated with advertising, printing, and distributing plans and specifications for the Project.

2.5 The Agreement shall be contingent on City obtaining and approving a qualified contractor at the sole discretion of the City.

2.6 DEVELOPER's engineer's detailed cost estimate of the improvements is attached hereto and incorporated herein as **Exhibit D1 and D2**.

2.7 This Agreement and payments made hereunder are contingent upon but not limited to each of following terms and conditions:

- (1) the Final Completion of the improvements in accordance with the Approved Plans;
- (2) issuance of Certificate of Acceptance;
- (3) DEVELOPER's compliance with all applicable CITY Codes, Ordinances and standards relating to the Project and its subdivision and development;
- (4) dedication of the land for the required easements either by plat or by general warranty deed;
- (5) a current title report as of the date of land dedication and updated within sixty (60) days of the date of this Agreement;
- (6) lien releases or subordinations from all lenders as required by CITY

2.8 Payment. DEVELOPER shall submit the written application for payment within sixty (60) days after Final Completion or DEVELOPER shall be ineligible to receive the payment specified in this Agreement and CITY's obligation to cost participate shall terminate without any liability. Applications may not be submitted prior to Final Completion.

2.9 CITY will pay in one payment within thirty (30) days after receipt of a complete written application for payment from DEVELOPER.

2.10 Reports, books and other records. DEVELOPER shall make its books and other records related to the project available for inspection by CITY. DEVELOPER shall submit to CITY any and all information or reports requested to verify the expenditures submitted for oversize participation eligibility including but not limited to contract documents, payment applications, including any supporting information, cancelled checks, copies of construction and engineering documents, as determined by the City Engineer in his sole discretion, for the verification of the cost of the infrastructure detailed in **Exhibit B** of this Agreement. The submission of these reports and information shall be the responsibility of DEVELOPER and shall be certified by DEVELOPER's Licensed Professional Engineer at DEVELOPER's expense and signed by an authorized official of the entity.

III.

GOVERNMENTAL IMMUNITY, INDEMNIFICATION AND RELEASE

CITY is a political subdivision of the state and enjoys governmental immunity. By entering into this Agreement, CITY does not consent to suit, waive its governmental immunity, or the limitations as to damages under the Texas Tort Claims Act.

DEVELOPER agrees to and shall indemnify, hold harmless, and defend CITY and 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, expert fees and attorney's fees, for injury to or death of any person, or for damage to any property, or for breach of contract, arising out of or in connection with the work done by DEVELOPER under this Agreement, regardless of whether such injuries, death, damages or breach are caused in whole or in part by the negligence of CITY, any other party indemnified hereunder, or the DEVELOPER.

DEVELOPER shall indemnify and hold CITY harmless from any claims of suppliers or subcontractors of DEVELOPER for improvements constructed or caused to be constructed by DEVELOPER.

DEVELOPER shall indemnify and hold CITY harmless from any and all injuries to or claims of adjacent property DEVELOPERs resulting from or relating to their performance under this Agreement.

DEVELOPER assumes full responsibility for the work to be performed hereunder, and releases, relinquishes and discharges CITY, its officers, agents and employees, from all claims, demands, and causes of action of every kind and character, including the cost of defense therefore, for any injury to or death of any persons 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, DEVELOPER's work to be performed hereunder. This release shall apply whether or not said claims, demands, and causes or action are covered in whole or in part by insurance and regardless of whether or not said claims, demands, and causes of action were caused in whole or in part by the negligence of CITY, any other party released hereunder, or DEVELOPER.

IV.

PROJECT AND CONSTRUCTION

4.1 Right to Inspect the Work. CITY may inspect the improvements for compliance with the Approved Plans during construction. In the event that it is determined by CITY that any of the work or materials furnished is not in strict accordance with the Approved Plans, CITY may withhold funds until the nonconforming work conforms to the Approved Plans or terminate this Agreement at CITY's election without any further liability.

4.2 Independent Contractor. DEVELOPER shall be solely responsible for supervising, and paying the construction contractor(s) or subcontractors and for complying with all applicable laws, including but not limited to all requirements concerning workers compensation and construction retainage.

The parties to this Agreement agree and understand that all employees, volunteers, personnel and materials furnished or used by DEVELOPER in the installation of the specified improvements shall be the responsibility of DEVELOPER and shall not be deemed employees or agents of CITY for any purpose.

4.3 Payment for materials and labor. DEVELOPER shall be solely and exclusively responsible for compensating any of its contractors, employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and insuring that no claims or liens of any type will be filed against any property owned by CITY arising out of or incidental to the performance of any service performed pursuant to this Agreement. In the event a statutory lien notice is sent to CITY, DEVELOPER shall, where no payment bond covers the work, upon written notice from the CITY, immediately obtain a bond at its expense and hold CITY harmless from any losses that may result from the filing or enforcement of any said lien notice.

4.4 Affidavit of bills paid. Prior to the issuance of a Certificate of Acceptance of the improvements, DEVELOPER shall provide CITY a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which DEVELOPER has been notified.

4.5 This Agreement does not alter, amend modify or replace any other requirements contained in the Code of Ordinances, Unified Development Code, or other applicable law.

V.

GENERAL PROVISIONS

5.1 Amendments. 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 both parties.

5.2 Choice of law and Venue. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

5.3 Authority to enter into Agreement. Each party represents that it has the full power and authority to enter into and perform this Agreement. The person executing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The person executing this Agreement on behalf of DEVELOPER represents that he or she is authorized to sign on behalf of DEVELOPER and agrees to provide proof of such authorization to the CITY upon request.

5.4 Agreement read. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

5.5 Notice. All notices and documents required herein shall be sent and provided to the parties at the addresses and telephone numbers listed below:

BCS DEVELOPMENT CO.
PAUL FROUCH - PRESIDENT
4090 S. HILLYARD B, SOUTH
COLLEGE STATION, TX. 77845
979-690-1222 x111

City of College Station
City Engineer
P.O. Box 9960
College Station, TX 77842

With copies to:
City Attorney and City Manager
1101 Texas Avenue
College Station, TX 77842

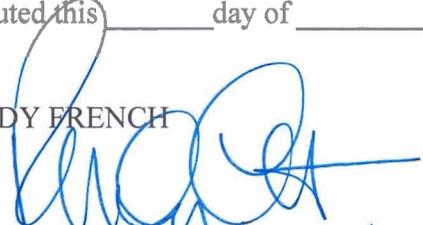
All notices and documents shall be deemed received when mailed with sufficient postage and deposited in a regular mailbox of the United States Post Office. The parties may change addresses upon thirty (30) days' written notice sent certified mail, return receipt requested.

5.6 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by DEVELOPER without the prior written approval of the CITY.

5.7 Default. In the event of a breach of this Agreement by DEVELOPER, CITY may terminate this Agreement and exercise any and all legal remedies available to it.

Executed this _____ day of _____, 2007

RANDY FRENCH

BY: 
Printed Name: RANDY FRENCH
Title: PRESIDENT 7/2/07

CITY OF COLLEGE STATION

BY: _____
Ben White, Mayor

ATTEST:

Connie Hooks, City Secretary



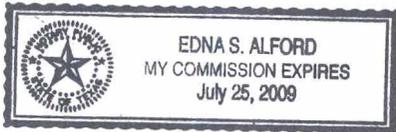
City Attorney

Chief Financial Director

THE STATE OF TEXAS)
)
COUNTY OF BRAZOS) ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared RANDY FRENCH as PRESIDENT of BCS DEVELOPMENT CO., a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 3rd day of July, 2007.



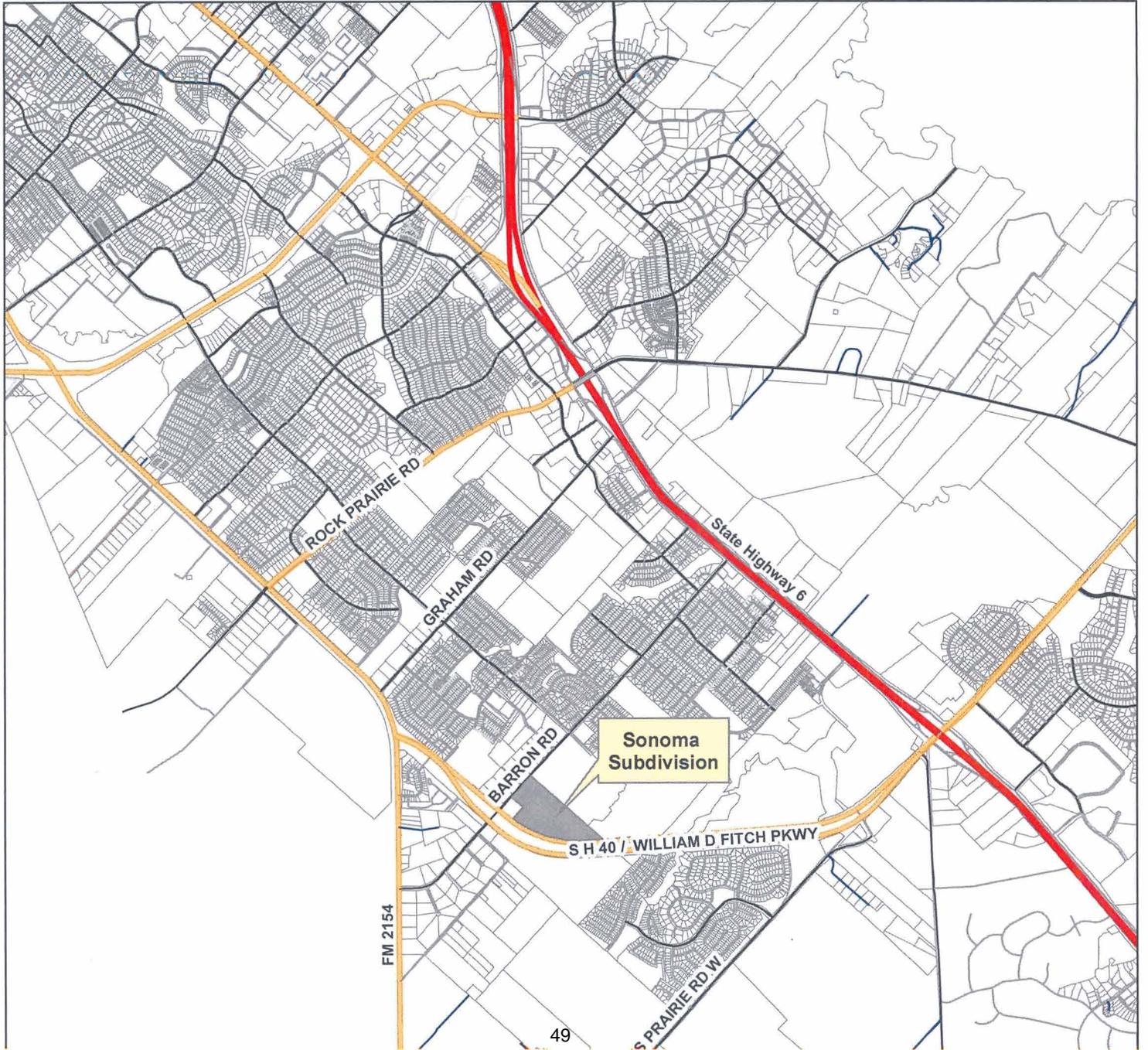
Edna S. Alford
Notary Public in and for the State of Texas

THE STATE OF TEXAS)
)
COUNTY OF BRAZOS) ACKNOWLEDGMENT

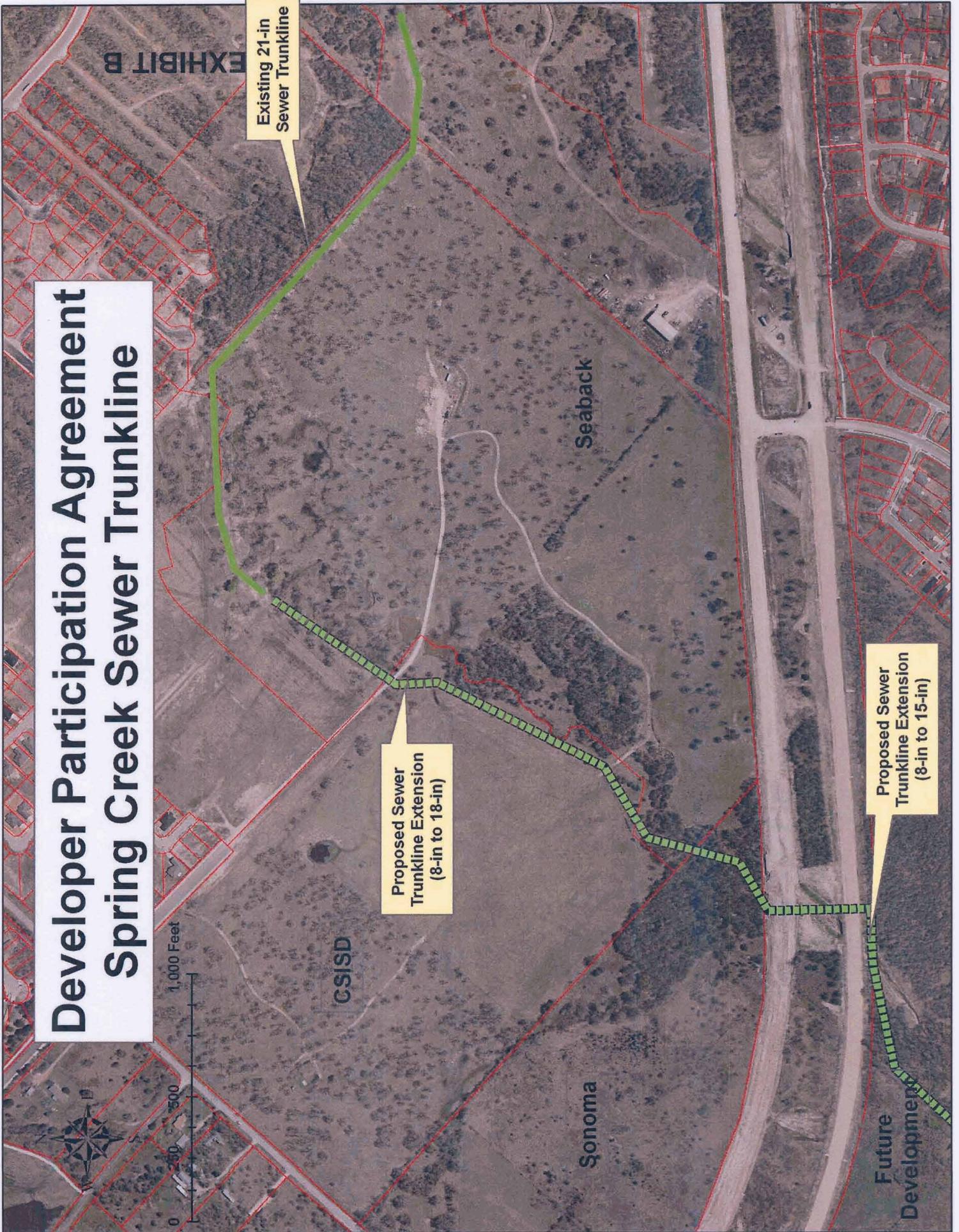
Before me, the undersigned authority, on this day personally appeared Ben White as Mayor of the City of College Station, a Texas home-rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the ____ day of _____, 2007.

Notary Public in and for the State of Texas



Developer Participation Agreement Spring Creek Sewer Trunkline



Existing 21-in
Sewer Trunkline

Proposed Sewer
Trunkline Extension
(8-in to 18-in)

Proposed Sewer
Trunkline Extension
(8-in to 15-in)

EXHIBIT B

**SONOMA SUBDIVISION
OFFSITE 8" GRAVITY SEWER LINE
ESTIMATE FOR OVERSIZE PARTICIPATION**

May 31, 2007
MBESI NO. 10530005

Item No.	Description	Estimated Quantity		Estimated Unit Cost	Estimated Total Cost
1.00	SEWER LINE IMPROVEMENTS				
1.01	Mobilization and Stormwater Pollution Prevention Plan (includes installation and maintenance of erosion control structures throughout the entire project)	1.00	LS	\$10,000.00	\$10,000.00
1.02	Clearing & Grubbing Easement	1.79	AC	\$2,000.00	\$3,580.00
1.03	8" ASTM D3034, SDR 26 PVC Sewer Line (includes installation, testing, and clean-up)	4,341	LF	\$7.00	\$30,387.00
1.04	18" Steel Encasement w/wet bore construction (3/8" thick) (includes painting, casing spacers, and end seals)	393	LF	\$250.00	\$98,250.00
1.05	8' - 10' Trenching and Backfill - Non-Structural (includes backfill and clean-up)	251	LF	\$16.00	\$4,016.00
1.06	10' - 12' Trenching and Backfill - Non-Structural (includes backfill and clean-up)	1,262	LF	\$19.00	\$23,978.00
1.07	12' - 14' Trenching and Backfill - Non-Structural (includes backfill and clean-up)	2,414	LF	\$25.00	\$60,350.00
1.08	Trench Safety	4,341	LF	\$2.00	\$8,682.00
1.09	4' Standard Manhole (0 - 6' ft. deep, includes installation, testing, and clean-up)	11	EA	\$2,500.00	\$27,500.00
1.10	Additional Depth for 4' manholes	22.2	VF	\$125.00	\$2,775.00
	Subtotal Item 1.00:				\$269,518.00
2.00	MISCELLANEOUS				
2.01	Silt Fence	220	LF	\$2.50	\$550.00
2.02	Hydro Seeding with Fiber Mulch	8,664	SY	\$0.75	\$6,498.00
2.03	Construction Access/Exit Driveway	1	EA	\$2,000.00	\$2,000.00
2.04	Removal and Replacement of Barbed Wire Fence	50	LF	\$5.00	\$250.00
	Subtotal Item 2.00:				\$9,298.00

CONSTRUCTION COST: \$278,816.00

The above construction estimate is based on the engineer's opinion of probable construction costs. This estimate constitutes our best judgment at this time. Please note that the engineer does not have any control over contractor or supplier workloads and the degree to which inflation may affect project costs between now and the bid date. During design and construction, additional features may become apparent as the work progresses, which will result in an increase or decrease in cost.

Prepared by: Jeffery L. Robertson 5/3/07
Jeffery L. Robertson, P.E.
McCrone & Browne Engineering/Surveying, Inc.



EXHIBIT D1

**SONOMA SUBDIVISION
OFFSITE 18" GRAVITY SEWER LINE
ESTIMATE FOR OVERSIZE PARTICIPATION**

May 31, 2007
MBESI NO. 10530005

Item No.	Description	Estimated Quantity		Estimated Unit Cost	Estimated Total Cost
1.00	SEWER LINE IMPROVEMENTS				
1.01	Mobilization and Stormwater Pollution Prevention Plan (includes installation and maintenance of erosion control structures throughout the entire project)	1.00	LS	\$10,000.00	\$10,000.00
1.02	Clearing & Grubbing Easement	1.79	AC	\$2,000.00	\$3,580.00
1.03	18" ANSI/AWWA C151/A21.5, CL 250 DIP Sewer Line (includes installation, testing, and clean-up)	3,120	LF	\$40.00	\$124,800.00
1.04	15" ASTM F679, SDR 26 PVC Sewer Line (includes installation, testing, and clean-up)	1,221	LF	\$30.00	\$36,630.00
1.05	26" Steel Encasement w/wet bore construction (3/8" thick) (includes painting, casing spacers, and end seals)	393	LF	\$500.00	\$196,500.00
1.06	8' - 10' Trenching and Backfill - Non-Structural (includes backfill and clean-up)	251	LF	\$27.00	\$6,777.00
1.07	10' - 12' Trenching and Backfill - Non-Structural (includes backfill and clean-up)	1,262	LF	\$33.00	\$41,646.00
1.08	12' - 14' Trenching and Backfill - Non-Structural (includes backfill and clean-up)	2,414	LF	\$38.00	\$91,732.00
1.09	Trench Safety	4,341	LF	\$2.00	\$8,682.00
1.10	4' Standard Manhole (0 - 6' ft. deep, includes installation, testing, and clean-up)	3	EA	\$2,500.00	\$7,500.00
1.11	5' Standard Manhole (0 - 6' ft. deep, includes installation, testing, and clean-up)	8	EA	\$3,000.00	\$24,000.00
1.12	Additional Depth for 4' manholes	22.2	VF	\$125.00	\$2,775.00
1.13	Additional Depth for 5' manholes	69.2	VF	\$150.00	\$10,380.00
	Subtotal Item 1.00:				<u>\$565,002.00</u>
2.00	MISCELLANEOUS				
2.01	Silt Fence	220	LF	\$2.50	\$550.00
2.02	Hydro Seeding with Fiber Mulch	8,664	SY	\$0.75	\$6,498.00
2.03	Construction Access/Exit Driveway	1	EA	\$2,000.00	\$2,000.00
2.04	Removal and Replacement of Barbed Wire Fence	50	LF	\$5.00	\$250.00
	Subtotal Item 2.00:				<u>\$9,298.00</u>

CONSTRUCTION COST: \$574,300.00

The above construction estimate is based on the engineer's opinion of probable construction costs. This estimate constitutes our best judgment at this time. Please note that the engineer does not have any control over contractor or supplier workloads and the degree to which inflation may affect project costs between now and the bid date. During design and construction, additional features may become apparent as the work progresses, which will result in an increase or decrease in cost.

Prepared by:

Jeffery L. Robertson 5/31/07
Jeffery L. Robertson, P.E.
McClure & Browne Engineering/Surveying, Inc.



EXHIBIT D2

Agreement to Extend Spring Creek Sewer Trunkline

Existing 21-in Trunkline

CSISD

Sonoma

Proposed 18-in Trunkline

WD Fitch Pkwy

Proposed 12-in Trunkline

French 75-Acres



July 26, 2007
Consent Agenda
Parking Lot and Road Improvements at Carters Creek WWTP

To: Glenn Brown, City Manager

From: David Coleman, Director of Water Services

Agenda Caption: Presentation, possible action, and discussion regarding the adoption of a resolution to award contract 07-213 to Brazos Valley Services for the Parking Lot and Roads Improvement Project at the Carters Creek Wastewater Plant, in the amount of \$525,700.60.

Recommendation: Staff recommends Council adopt this resolution.

Summary: The roads and parking lots at the Carters Creek Wastewater Treatment Plant require work for several reasons. First, many of the internal roads used by heavy trucks have failed or are beginning to fail, and these will be repaired. Second, the new security measures in place at the Plant require City vehicles and employee vehicles be parked within the security perimeter, and this project will add 68 new parking spaces, including more parking in the non-secure area for visitors to park when using the Training Room at the Plant.

Specifically, this construction contract will provide:

- City vehicle and employee vehicle parking in the controlled access area of the plant
- Parking with safe, controlled ingress and egress for people attending functions at the Carter Creek Wastewater Plant's Training Facility (total of 68 new spaces)
- A heavy haul road to accommodate our truck traffic with enhanced access control to integrate with our security system.
- Rebuilding of failed sections of internal plant road
- Rehabilitation of deteriorated sections of internal plant road

Staff recommends this resolution be adopted, to improve operations and visitors access to the facility.

Budget & Financial Summary: Bid 07-85 resulted in three bids. Knife River bid \$634,449.58, Brazos Paving bid \$541,484.73, and Brazos Valley Services bid \$525,700.60. Wastewater Capital Improvements Project Funds are budgeted and available.

Attachments:

Resolution
Bid Summary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE PARKING LOT AND ROADS IMPROVEMENT AT CARTERS CREEK WWTP PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Parking Lot and Roads Improvement at Carters Creek WWTP Project; and

WHEREAS, the selection of Brazos Valley Services is being recommended as the lowest responsible bidder for the construction services related to Parking Lot and Roads Improvement at Carters Creek WWTP Project now, therefore,

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

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

PART 2: That the City Council hereby approves the contract with Brazos Valley Services for \$525,700.60 for the labor, materials and equipment required for the improvements related the Parking Lot and Roads Improvement at Carters Creek WWTP Project.

PART 3: That the funding for this Contract shall be as budgeted from the Wastewater Capital Improvements Fund, in the amount of \$525,700.60

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

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

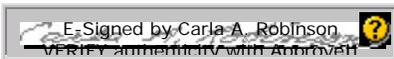
ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



City Attorney

CARTER CREEK WASTE WATER TREATMENT PLANT PARKING LOT PROJECT

BID TABULATION

Bid #07-85

June 26, 2007

Item No.	Approx. Quantity	UnitS	Description	Brazos Valley Services		Brazos Paving		Knife River	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Section 1 - Internal Road Reconstruction									
1.01	2,610	S.Y.	Site Preparation (includes removal of existing HMAC pavement & base material to subgrade)	5.00	13,050.00	4.00	10,440.00	9.50	24,795.00
1.02	2,610	S.Y.	6" Lime Modified Subgrade (includes subgrade preparation and incorporation of lime into subgrade.)	2.00	5,220.00	2.50	6,525.00	4.90	12,789.00
1.03	26	TONS	Lime for Stabilization (5% by weight)	125.00	3,250.00	112.00	2,912.00	150.00	3,900.00
1.04	3,870	S.F.	Concrete aprons (6" thick reinforced concrete)	4.00	15,480.00	3.60	13,932.00	5.50	21,285.00
1.05	2,340	S.Y.	6" Crushed Rock Base (Flexible Base) TxDot Type A, Grade 2	10.00	23,400.00	10.50	24,570.00	10.00	23,400.00
1.06	1,801	S.Y.	2" Hot Mix Asphaltic Concrete TxDot Type D (includes prime coat)	10.00	18,010.00	9.80	17,649.80	11.00	19,811.00
SECTION 1 TOTAL:					\$78,410.00		\$76,028.80		\$105,980.00
Section 2 - Parking Lot No. 1 - Conference Parking Lot									
2.01	5,700	S.Y.	Site Preparation (clearing, grubbing & cutting to rough grade)	5.00	28,500.00	8.31	47,367.00	6.20	35,340.00
2.02	3,684	S.Y.	6" Lime Modified Subgrade (includes subgrade preparation and incorporation of lime into subgrade.)	2.00	7,368.00	2.50	9,210.00	2.70	9,946.80
2.03	37	TONS	Lime for Stabilization (5% by weight)	125.00	4,625.00	112.00	4,144.00	115.00	4,255.00
2.04	3,125	S.Y.	6" Crushed Rock Base (Flexible Base) TxDot Type A, Grade 2	10.00	31,250.00	11.80	36,875.00	9.00	28,125.00
2.05	3,125	S.Y.	2" Hot Mix Asphaltic Concrete TxDot Type D (includes prime coat)	10.00	31,250.00	9.80	30,625.00	9.50	29,687.50
2.06	1,631	L.F.	6" Reinforce curb & gutter section	12.00	19,572.00	13.00	21,203.00	16.00	26,096.00
2.07	1,263	S.F.	Concrete aprons @ entrances (6" thick reinforced concrete)	4.00	5,052.00	3.60	4,546.80	5.60	7,072.80
2.08	374	L.F.	6 Ft Wide (4" Thick) Concrete Sidewalk	21.00	7,854.00	22.00	8,228.00	28.00	10,472.00
2.09	18,900	S.F.	Hydro-mulch seeding	0.10	1,890.00	0.08	1,512.00	0.07	1,323.00
2.10	690	L.F.	4" Galvanized steel pipe curb (includes all welds, installation and clean-up)	25.00	17,250.00	22.60	15,594.00	38.00	26,220.00
2.11	1	L.S.	Internal landscaping allowance (purchase & installation)	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
SECTION 2 TOTAL:					\$159,611.00		\$184,304.80		\$183,538.10
Section 2 - Add Alternate #1									
2.10a	690	L.F.	6" Reinforced curb & gutter section	15	10,350.00	-9.60	-6,624.00	16	11,040.00
SECTION 2 - ADD ALTERNATE #1 TOTAL:					\$10,350.00		-\$6,624.00		\$11,040.00
Section 3 - Parking Lot No. 2 - Employee Parking Lot									
3.01	1,500	S.Y.	Site Preparation (clearing, grubbing & cutting to rough grade)	5.00	7,500.00	25.70	38,550.00	6.50	9,750.00
3.02	1,247	S.Y.	6" Lime Modified Subgrade (includes subgrade preparation and incorporation of lime into subgrade.)	2.00	2,494.00	2.50	3,117.50	4.00	4,988.00
3.03	12	TONS	Lime for Stabilization (5% by weight)	125.00	1,500.00	112.00	1,344.00	130.00	1,560.00
3.04	1,168	S.Y.	6" Crushed Rock Base (Flexible Base) TxDot Type A, Grade 2	10.00	11,680.00	10.50	12,264.00	10.00	11,680.00
3.05	1,012	S.Y.	2" Hot Mix Asphaltic Concrete TxDot Type D (includes prime coat)	10.00	10,120.00	9.80	9,917.60	10.00	10,120.00
3.06	1,270	S.F.	Hydro-mulch seeding	0.10	127.00	0.08	101.60	0.08	101.60
SECTION 3 TOTAL:					\$33,421.00		\$65,294.70		\$38,199.60

Section 4 - Heavy Load Service Road (14' Wide) & Turn-a-round (12' Wide)

4.01	1,233	S.Y.	Site Preparation (clearing, grubbing & cutting to rough grade)	5.00	6,165.00	5.00	6,165.00	7.00	8,631.00
4.02	1,476	S.Y.	6" Lime Modified Subgrade (includes subgrade preparation and incorporation of lime into subgrade.)	2.00	2,952.00	2.50	3,690.00	5.00	7,380.00
4.03	15	TONS	Lime for Stabilization (5% by weight)	125.00	1,875.00	112.00	1,680.00	125.00	1,875.00
4.04	740	S.Y.	8" Crushed Rock Base (Flexible Base) TxDot Type A, Grade 2	15.00	11,100.00	14.00	10,360.00	14.00	10,360.00
4.05	576	S.Y.	2" Hot Mix Asphaltic Concrete TxDot Type D (includes prime coat)	10.00	5,760.00	9.80	5,644.80	12.50	7,200.00
4.06	1,203	S.F.	Concrete Aprons (6" thick reinforced concrete)	4.00	4,812.00	3.60	4,330.80	5.5	6,616.50
4.07	100	C.Y.	Select Fill Material	15.00	1,500.00	15.00	1,500.00	23.5	2,350.00
4.08	4,686	S.F.	6" Thick Concrete Turn-a-round (12' Wide)	4.00	18,744.00	3.65	17,103.90	5	23,430.00
4.09	45	L.F.	18" c76 R.C.P. (Culvert #2)	60.00	2,700.00	55.00	2,475.00	60	2,700.00
4.10	60	L.F.	24" c76 R.C.P. (Culvert #1)	75.00	4,500.00	65.00	3,900.00	65	3,900.00
4.11	1	EA	18" 45° Bend - c76 R.C.P.	500.00	500.00	1200.00	1,200.00	900	900.00
4.12	4	EA	Concrete Sloped End Treatments	750.00	3,000.00	1200.00	4,800.00	1500	6,000.00
4.13	2,184	S.F.	Hydro-mulch seeding	0.10	218.40	0.08	174.72	0.08	174.72

SECTION 4 TOTAL: **\$63,826.40** **\$63,024.22** **\$81,517.22**

Section 5 - North Forest Parkway Extension - 14' Wide

5.01	1,107	S.Y.	Site Preparation (clearing, grubbing & cutting to rough grade)	5.00	5,535.00	8.00	8,856.00	8.00	8,856.00
5.02	1,107	S.Y.	6" Lime Modified Subgrade (includes subgrade preparation and incorporation of lime into subgrade.)	2.00	2,214.00	2.50	2,767.50	4.50	4,981.50
5.03	11	TONS	Lime for Stabilization (5% by weight)	125.00	1,375.00	112.00	1,232.00	138.00	1,518.00
5.04	934	S.Y.	8" Crushed Rock Base (Flexible Base) TxDot Type A, Grade 2	15.00	14,010.00	14.00	13,076.00	13.00	12,142.00
5.05	726	S.Y.	2" Hot Mix Asphaltic Concrete TxDot Type D (includes prime coat)	10.00	7,260.00	9.80	7,114.80	11.50	8,349.00
5.06	609	S.F.	Concrete aprons (6" thick reinforced concrete)	4.00	2,436.00	3.80	2,314.20	5.70	3,471.30
5.07	51	L.F.	30" c76 R.C.P. (Culvert)	125.00	6,375.00	82.00	4,182.00	80.00	4,080.00
5.08	2	EA	Concrete Sloped End Treatments (includes security pipe embedment)	1500.00	3,000.00	1600.00	3,200.00	3600.00	7,200.00
5.09	2,020	S.F.	Hydro-mulch seeding	0.10	202.00	0.08	161.60	0.08	161.60

SECTION 5 TOTAL: **\$42,407.00** **\$42,904.10** **\$50,759.40**

Section 6 - General Site Improvements

6.01	4,000	S.Y.	Site Grading Area #1 - Sheet (C-5)	5.00	20,000.00	1.00	4,000.00	3.30	13,200.00
6.02	800	S.Y.	Site Grading Area #2 - Sheet (C-7)	5.00	4,000.00	4.00	3,200.00	5.20	4,160.00
6.03	746	S.Y.	Area # 3 - 10' Wide Channel Improvements (Sheet C-8)	5.00	3,730.00	2.75	2,051.50	4.00	2,984.00
6.04	124	L.F.	Area # 3 - 2' Pilot Channel (Sheet C-8)	10.00	1,240.00	13.00	1,612.00	21.00	2,604.00
6.05	1,250	S.F.	Area # 3 - 2' Hydro-Mulching Seeding (Sheet C-8)	0.10	125.00	0.08	100.00	0.08	100.00
6.06	1	L.S.	Rock/Stone Ramp Demo & Removal (Approximately 280 CY - Sheet C-11)	2800.00	2,800.00	3000.00	3,000.00	3400.00	3,400.00

SECTION 6 TOTAL: **\$31,895.00** **\$13,963.50** **\$26,448.00**

Section 7 - Maintenance Common Area

7.01	1	L.S.	Existing Concrete Pavement Demolition & Removal (425 S.F.)	1500.00	1,500.00	1000.00	1,000.00	1100.00	1,100.00
7.02	425	S.F.	6" Reinforced Concrete Pavement (includes subgrade preparation & clean-up)	15.00	6,375.00	3.65	1,551.25	6.20	2,635.00

SECTION 7 TOTAL: **\$7,875.00** **\$2,551.25** **\$3,735.00**

Section 8 - Headworks Building Parking Lot Addition

8.01	165	S.Y.	Site Preparation (clearing, grubbing & cutting to rough grade)	5.00	825.00	6.50	1,072.50	6.30	1,039.50
8.02	200	S.Y.	6" Lime Modified Subgrade (includes subgrade preparation and incorporation of lime into subgrade.)	5.00	1,000.00	2.50	500.00	9.70	1,940.00
8.03	2	TONS	Lime for Stabilization (5% by weight)	125.00	250.00	112.00	224.00	115.00	230.00
8.04	187	S.Y.	6" Crushed Rock Base (Flexible Base) TxDot Type A, Grade 2	20.00	3,740.00	10.50	1,963.50	14.00	2,618.00
8.05	163	S.Y.	2" Hot Mix Asphaltic Concrete TxDot Type D (includes prime coat)	10.00	1,630.00	9.80	1,597.40	11.00	1,793.00
8.06	152	S.F.	Hydro-mulch seeding	0.10	15.20	0.08	12.16	0.08	12.16

SECTION 8 TOTAL: **\$7,460.20** **\$5,369.56** **\$7,632.66**

Section 9 - Miscellaneous

9.01	1	L.S.	Mobilization / Demobilization	39500.00	39,500.00	30000.00	30,000.00	66000.00	66,000.00
9.02	8	EA	Culvert Protection (Hay Bales)	100.00	800.00	80.00	640.00	57.00	456.00
9.03	1	L.S.	24' X 24'Slab Removal (includes demolition, removal, & cleanup)	1000.00	1,000.00	1500.00	1,500.00	1100.00	1,100.00
9.04	3,500	L.F.	Silt Fences (Includes protection of all items of improvements)	3.00	10,500.00	2.75	9,625.00	2.50	8,750.00
9.05	521	S.Y.	2" thick Hot Mix Asphalt Concrete Overlay TxDot Type D (includes 1" pavement milling, surface preparation & prime coat)	20.00	10,420.00	15.00	7,815.00	16.60	8,648.60
9.06	150	S.Y.	Asphalt Pavement Repair (pot holes)	30.00	4,500.00	40.00	6,000.00	37.00	5,550.00
9.07	30	L.F.	6" Sch. 40 PVC Sleeve	15.00	450.00	14.00	420.00	28.00	840.00
9.08	20	L.F.	12" Sch. 40 PVC Sleeve	30.00	600.00	28.00	560.00	40.00	800.00
9.09	2,790	S.F.	6" Reinforced Concrete Apron - Sludge Disposal Area (includes removal of existing pavement & ground preparation)	6.00	16,740.00	5.00	13,950.00	7.00	19,530.00
9.10	961	S.F.	Sludge Loading Station 6" Thick Concrete Apron	5.00	4,805.00	5.00	4,805.00	6.00	5,766.00
9.11	356	S.Y.	Sludge Loading Station 2" Thick HMAC Type D Overlay & Prime coat	10.00	3,560.00	11.50	4,094.00	15.00	5,340.00
9.12	413	S.F.	Thickener Building Loading Dock Reinforced Concrete slab	5.00	2,065.00	5.60	2,312.80	7.00	2,891.00
9.13	116	S.Y.	Solid Waste 2" HMAC Pavement Addition (includes ground preparation, base material, & subgrade stabilization)	30.00	3,480.00	32.00	3,712.00	48.00	5,568.00
9.14	115	S.F.	Solid Waste Concrete Flume Addition 6" Thick Reinforced concrete	5.00	575.00	6.00	690.00	12.00	1,380.00
9.15	60	S.Y.	Employee 2" HMAC Turn-a-round addition (includes ground preparation, base material, & subgrade stabilization)	30.00	1,800.00	32.00	1,920.00	67.00	4,020.00
SECTION 9 TOTAL:					\$100,795.00		\$88,043.80		\$136,639.60

**CONTRACTOR'S PROPOSAL SUMMARY
BID NO. 07-85**

	<u>Brazos Valley Services</u>	<u>Brazos Paving</u>	<u>Knife River</u>
SECTION 1 TOTAL:	\$78,410.00	\$76,028.80	\$105,980.00
SECTION 2 TOTAL:	\$159,611.00	\$184,304.80	\$183,538.10
SECTION 3 TOTAL:	\$33,421.00	\$65,294.70	\$38,199.60
SECTION 4 TOTAL:	\$63,826.40	\$63,024.22	\$81,517.22
SECTION 5 TOTAL:	\$42,407.00	\$42,904.10	\$50,759.40
SECTION 6 TOTAL:	\$31,895.00	\$13,963.50	\$26,448.00
SECTION 7 TOTAL:	\$7,875.00	\$2,551.25	\$3,735.00
SECTION 8 TOTAL:	\$7,460.20	\$5,369.56	\$7,632.66
SECTION 9 TOTAL:	\$100,795.00	\$88,043.80	\$136,639.60
 GRAND TOTAL:	 \$525,700.60	 \$541,484.73	 \$634,449.58
 SECTION 2 ALTERNATE #1 TOTAL:	 \$10,350.00	 -\$6,624.00	 \$11,040.00
 GRAND TOTAL WITH ALTERNATE #1:	 \$536,050.60	 \$534,860.73	 \$645,489.58
 CERTIFICATION OF BID	YES	YES	YES
BID BOND	YES	YES	YES
CALENDAR DAYS TO COMPLETION	90 DAYS	90 DAYS	90 DAYS
NUMBER OF ADDENDA ACKNOWLEDGED	N/A	N/A	N/A
EXCEPTIONS/DEVIATIONS	NONE	NONE	NONE

July 26, 2007
Consent Agenda Item
Justice Assistance Grant (JAG)

To: Glenn Brown, City Manager

From: Michael Clancey, Chief of Police

Agenda Caption: Presentation, discussion, and possible action on an inter-local agreement (ILA) with Brazos County and the City of Bryan for the purpose of application and acceptance of a Justice Assistance Grant (JAG).

Recommendation(s):
Staff recommends Council approval.

Summary:
This grant replaces past Local Law Enforcement Block Grants (LLEBG), which were based upon the amount of violent crime in respective jurisdictions. Historically, these grants were extensively used to acquire much needed equipment for the Police Department.

This (JAG) grant allocation for Brazos County is \$90,659 based upon all reported violent crime in the county. Individual allocations are: Brazos County- 0; Bryan- \$70,056; College Station- \$20,603. Although Brazos County is considered a disparate jurisdiction and does not individually qualify for funding due to low violent crime numbers, they do participate by housing those violent offenders once arrested. In light of this, an agreement has been made to collectively apply for the grant and allocate the grant proceeds equally across all participating jurisdictions. This provides each jurisdiction an allocation of \$30,219.66.

The grant requires an inter-local agreement between College Station, Bryan, and Brazos County as to how the funds will be divided among the three governments.

The police department plans on using the grant proceeds to purchase riot team protective gear, a forensic evidence refrigerator, two smart boards and a computer to enhance our existing Com-stat program, a network server for Emergency Medical Dispatch and a door breaching system for our tactical team.

Budget & Financial Summary:

The total amount for the grant is \$90,659 for all jurisdictions. College Station will receive \$30,219.66. There is no match requirement for this grant.

Attachments:

- 1.) Inter-local agreement

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF COLLEGE STATION
THE CITY OF BRYAN
AND BRAZOS COUNTY**

**For
2007 Byrne Justice Assistance Grant (JAG) Program Award**

This Agreement is made and entered into by and between the City of College Station (hereinafter referred to as "College Station"), a Texas Home Rule Municipal Corporation, acting through its City Council; the City of Bryan, Texas (hereinafter referred to as "Bryan"), a Texas Home Rule Municipal Corporation, acting through its City Council; and Brazos County, Texas (hereinafter referred to as the "County"), acting through its Commissioners' Court.

WHEREAS, College Station, Bryan, and the County wish to submit a joint application for grant funds under the U.S. Department of Justice' 2007 Byrne Justice Assistance Grant (JAG) Program; and

WHEREAS, as a condition precedent to receiving a JAG award, College Station, Bryan and the County are required to enter into an interlocal agreement designating one joint applicant to serve as the applicant/fiscal agent for the joint funds; and

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; and

WHEREAS, the parties represent that each is independently authorized to perform the functions or services contemplated by this Agreement; and

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

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

WHEREAS, Bryan agrees to provide College Station \$30,219.66 from the JAG award for Technology and Equipment Enhancement Programs; and

WHEREAS, Bryan also agrees to provide the County \$30,219.66 from the JAG award for Technology Enhancement Program; and

WHEREAS, Bryan shall use their \$30,219.68 from the JAG award for Technology Enhancement Programs; and

Contract No. _____

1

WHEREAS, College Station, Bryan and the County believe it to be in their best interest to reallocate the JAG funds as described above.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as follows:

1. Bryan agrees to pay the County a total of \$30,219.66 of JAG funds.
2. The County agrees to use \$30,219.66 for the Technology Enhancement Program until September 30, 2010.
3. Bryan agrees to pay College Station a total of \$30,219.66 of JAG funds.
4. College Station agrees to use \$30,219.66 for the Technology and Equipment Enhancement Programs until September 30, 2010.
5. Bryan agrees to retain a total of \$30,219.68 of the JAG funds.
6. Bryan agrees to use \$30,219.68 for Technology Enhancement Programs until September 30, 2010.
7. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.
8. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.
9. No party shall have the right to direct or control the conduct of the other parties with respect to the duties and obligations of each party under the terms of this Agreement.
10. Each entity shall ensure that all applicable laws and ordinances have been satisfied.
11. **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, 2010.
12. **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.

Contract No. _____

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- 13. **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.
- 14. **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.
- 15. **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

- 14. **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. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
- 15. **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.

Contract No. _____

16. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
17. **Place of Performance.** Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.
18. **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 corporations.
19. **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 claiming such waiver. 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.
20. **Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
21. **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.
22. **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.

Contract No. _____

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EXECUTED this the 11th day of July, 2007 by CITY OF BRYAN.

CITY OF BRYAN

By: *D. Mark Conlee*

D. MARK CONLEE
Mayor

ATTEST:

Mary Lynn Stratta
Mary Lynn Stratta
City Secretary

APPROVED AS TO FORM:

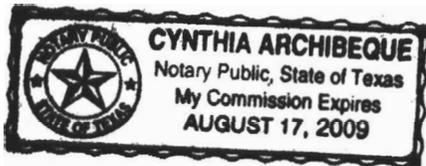
Michael J. Covert
City Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **D. MARK CONLEE**, Mayor of Bryan, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of July, A.D. 2007.



Cynthia Archibeque
Notary Public, State of Texas
My Commission Expires: 8-17-2009

Contract No. _____

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07/09/07

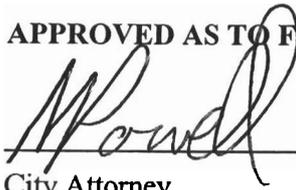
EXECUTED this the _____ day of _____, 2007 by CITY OF COLLEGE STATION.

CITY OF COLLEGE STATION

By: _____
BEN WHITE
Mayor

ATTEST:

Connie Hooks
City Secretary

APPROVED AS TO FORM:


City Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **BEN WHITE**, Mayor of College Station, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2007.

Notary Public, State of Texas
My Commission Expires: _____

Contract No. _____

EXECUTED this the _____ day of _____, 2007 by BRAZOS COUNTY.

COUNTY OF BRAZOS

By: _____
RANDY SIMS
County Judge

ATTEST:

APPROVED AS TO FORM:

Karen McQueen
County Clerk

Counsel for Brazos County

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **RANDY SIMS**, County Judge of Brazos County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2007.

Notary Public, State of Texas
My Commission Expires: _____

Contract No. _____

7

07/09/07

July 26, 2007
Consent Agenda
Real Estate Contract for the Purchase of a 5.0 acre Tract of Land
Dowling Road 10 MG Ground Storage Tank (Water)
Dowling Road Substation (Electric)

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion approving a real estate contract that will authorize the purchase of a 5.0 acre tract of land needed for two projects - the Dowling Road 10 MG Ground Storage Tank (Water) and the Dowling Road Substation (Electric). The property is owned by TLS Properties, LTD and is located on the northwest side of Dowling Road, across from Quail Run and the existing water storage and treatment facility.

Recommendation(s): Staff is recommending that the contract be approved, which will authorize the purchase the land.

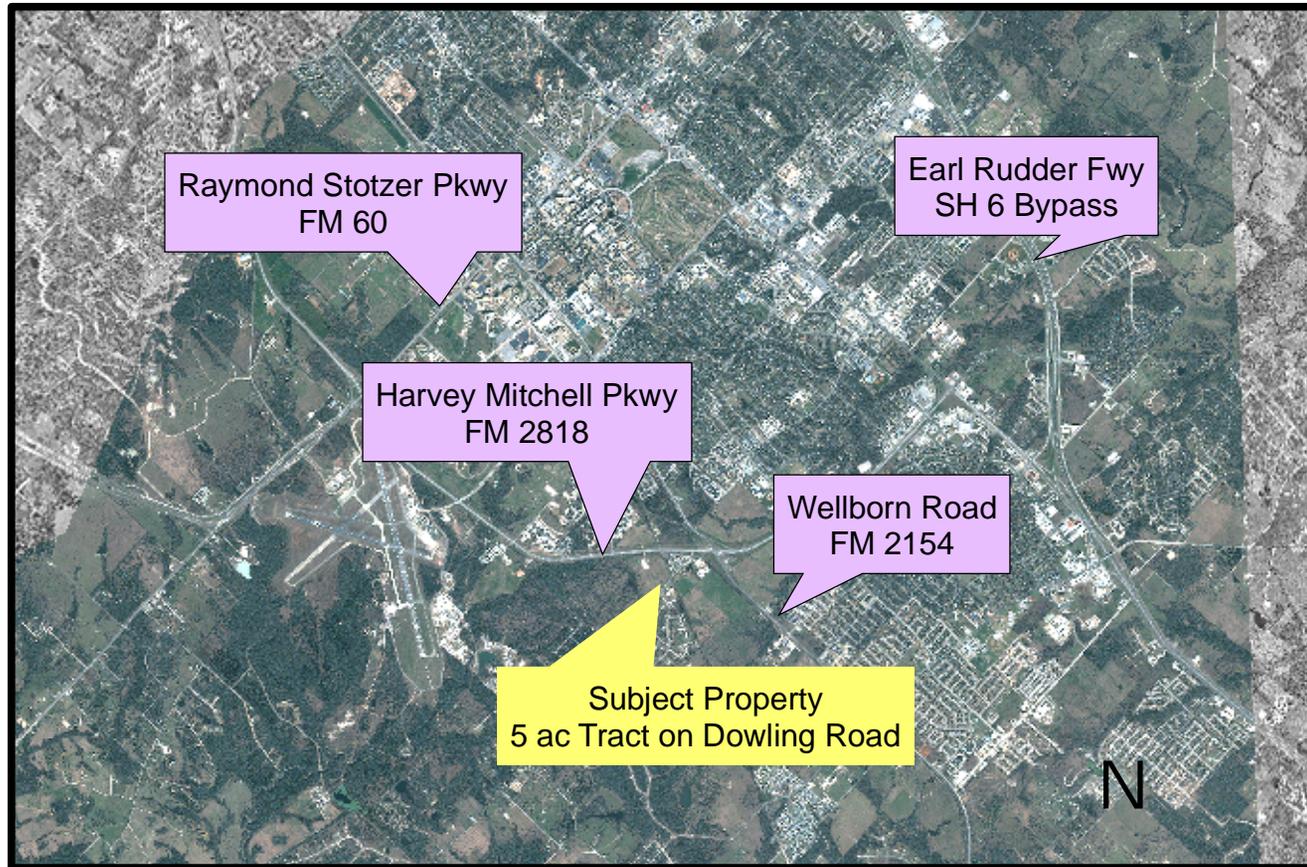
Summary: City Council authorized an Option Contract for the property on June 23, 2005. At that time, the City purchased 10 acres of land plus an option to purchase another 5 acres. The 15 acre tract will be used as a site to develop an electric substation and to expand the existing water storage and treatment plant.

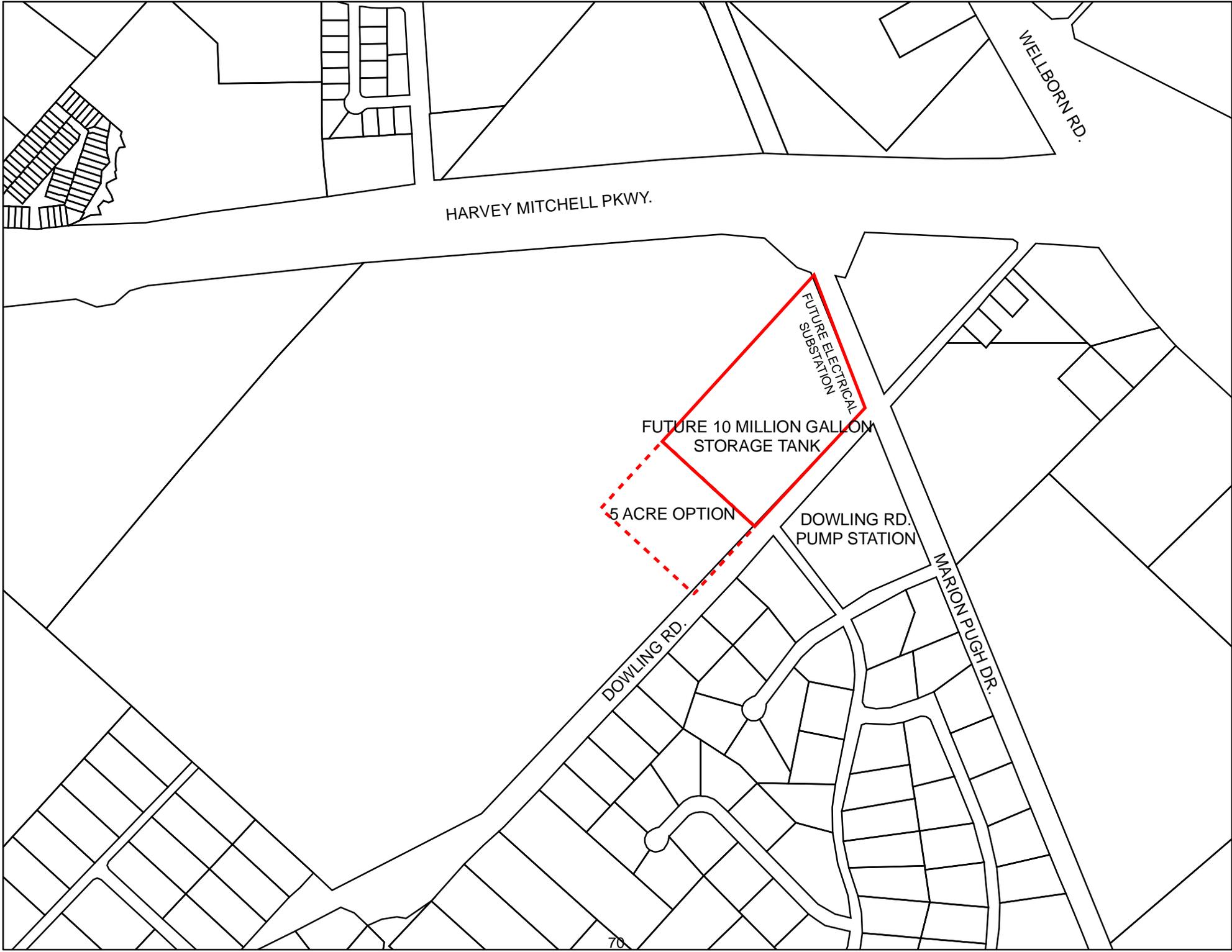
Budget & Financial Summary: The purchase price of \$81,460 (\$16,292 / acre) was established in 2005. In addition, closing costs and associated expenses (title policy, etc) have been estimated to be an amount not to exceed \$3,000 (Three Thousand Dollars). Funds for this purchase are available and budgeted from Utility Revenue Bonds and Electric Bonds.

Attachments:

- City Map
- Project Map
- Real Estate Contract

Dowling Road - 5 ac Tract for Water / Electric





HARVEY MITCHELL PKWY.

WELLBORN RD.

FUTURE ELECTRICAL
SUBSTATION

FUTURE 10 MILLION GALLON
STORAGE TANK

5 ACRE OPTION

DOWLING RD.
PUMP STATION

DOWLING RD.

MARION FUGH DR.

REAL ESTATE CONTRACT

THIS CONTRACT OF SALE is made by and between TLS PROPERTIES, LTD. (“SELLER”), 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 SELLER agrees to sell and convey in fee simple by General Warranty Deed, and BUYER agrees to purchase and pay for, a five (5.00) acre tract or parcel of land lying and being situated in the CRAWFORD BURNETT SURVEY, ABSTRACT NO. 7, Brazos County, Texas, being a portion of a called 134.041 acre tract of land as described in the General Warranty Deed recorded in Volume 3022 Page 187, Deed Records of Brazos County, Texas, said 5.00 acre tract being more particularly described by metes and bounds in Exhibit “A” attached hereto and made a part hereof for all purposes (“PROPERTY”), together with all and singular the rights and appurtenances pertaining to the PROPERTY, including all right, title and interest of SELLER 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 SELLER’s interest in any improvements and fixtures situated on and attached to the PROPERTY, any and all rights to the present or future use of water or groundwater 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 SELLER shall retain any and all oil, gas or other mineral rights to the PROPERTY, provided that there shall never in any event be any ingress or egress on or across the surface of the PROPERTY for the purposes of exploration, development, production or transportation of such oil, gas or other minerals, it being expressly contemplated by the parties to this instrument that there shall be no development of any minerals that would require oil and gas drilling, mining, shaft mining, pit mining or any other kind of mining that would require utilization of the surface for the development with adjacent parcels and provided further that SELLER does not reserve and expressly conveys to BUYER any and all minerals of whatsoever kind and nature owned by SELLER down to the depth of two hundred fifty feet (250’) from the actual surface of any portion of said PROPERTY.

1.3 BUYER has requested Brazos County Abstract Company 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 SELLER 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 Title Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at SELLER's election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or is 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 SELLER is able to convey or (b) terminate this Contract by written notice to the Title Company and to SELLER, in which case the earnest money shall be refunded to BUYER, and neither SELLER 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 SELLER 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 SELLER as provided herein, SELLER may at SELLER's election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or is 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 SELLER is able to convey or (b) terminate this Contract by written notice to the Title Company and to SELLER, in which case any earnest money shall be refunded to BUYER, and neither SELLER 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 field notes description, as prepared by the surveyor, shall be substituted for the description attached to this Contract and shall be used in the General Warranty Deed.

1.5 Inspection Period. BUYER shall have the right, at its sole cost and expense and within a period of twenty-one (21) days (the Inspection Period) following the effective date of this Agreement to conduct or cause to be conducted any and all tests, inspections, reviews, assessments or evaluations of the PROPERTY, including without limitation engineering, hydrology, topographic, soils, zoning, wetlands and environmental inspections (including Phase I and/or Phase II environmental site assessments to be performed by an environmental consultant selected by BUYER), and economic feasibility and financial availability analyses (collectively, the "Inspections") as BUYER deems necessary, desirable or appropriate in order to determine whether the PROPERTY is suitable for purchase by BUYER. As used herein, the term "Phase I and/or Phase II environmental site assessments" includes Purchaser's right to perform intrusive

soil sampling/investigation to the land and improvements constituting the PROPERTY. Simultaneously with the execution of this Agreement, SELLER shall provide to BUYER, all title, survey, engineering and environmental information and other such information about the PROPERTY which SELLER may have in its possession. All information that is obtained through BUYER's inspections shall mitigate the representations and warranties of SELLER as provided in Article III of the Contract provided, however, such mitigation shall not act to relieve SELLER from liability for any intentional misrepresentation or omission regarding the Property that is not discovered by any inspection. Notwithstanding such mitigation BUYER's inspections shall not relieve each of the SELLER of the obligation to disclose all matters regarding the property of which SELLER's have actual knowledge.

SELLER shall allow BUYER, and its authorized agents, representatives, consultant and engineers, unlimited access to the PROPERTY and to other information pertaining thereto in the possession or within the control of SELLER for the purpose of the Inspections. SELLER shall cooperate with BUYER in facilitating the Inspections and shall use its best reasonable efforts to obtain any consents that may be necessary in order for BUYER to perform the Investigations and shall use its best efforts to secure such cooperation from existing tenants of the PROPERTY.

In the event such Inspections reveal any condition(s) which renders the PROPERTY unsuitable for purchase by BUYER, BUYER may, in its sole and absolute discretion, terminate this Agreement upon written notice to SELLER, delivered within (5) days after the expiration of the Inspection Period. In the event BUYER terminates this Agreement pursuant to this Section 1.4, BUYER shall restore the PROPERTY to its previous condition or as close thereto as is reasonably possible immediately prior to the Inspections (which obligation shall survive the termination of this Agreement) and upon such restoration of the PROPERTY, neither party shall have any further rights or obligations hereunder except as otherwise expressly provided herein. In the event this Agreement is terminated, BUYER will return to SELLER any and all documents and analysis obtained during the Inspection Period and BUYER agrees that it will not utilize the results of such inspection period for any other purpose.

1.6 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 responsible for but exempt from any taxes assessed and levied for prior years resulting from any change in use subsequent to the conveyance to BUYER pursuant to §23.9807(i) of the TEXAS PROP. CODE (Vernon Supp. 2000). 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 SELLER; and any installments that are provided in the special assessment to mature after closing shall be assumed by BUYER.

1.7 The sale of the PROPERTY shall be made by a General Warranty Deed from SELLER 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 EIGHTY ONE THOUSAND FOUR HUNDRED SIXTY AND NO/100 DOLLARS (\$81,460.00).

The Purchase Price herein is based upon the terms and conditions set forth in the Option Contract by and between TLS Properties, Ltd., and City of College Station, dated June 29, 2005.

2.2 Earnest Money Deposit. Within two (2) business days after the date of acceptance of this Contract, as hereinafter defined, Purchaser shall place the sum of \$5,000.00 (hereinafter referred to as the "Deposit"), together with a fully executed copy of this Contract, in escrow with Brazos County Abstract Title Company (hereinafter referred to as the "Title Company"). The Deposit shall be placed by the Title Company in an interest-bearing account and the interest earned on such account shall be added to and constitute a part of the Deposit. If the Contract is consummated, the Deposit shall be applied against the total cash Purchase Price to be paid by Purchaser at Closing or be refunded to Purchaser in the event of a termination.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 SELLER hereby represents and warrants to BUYER as follows:

(a) SELLER has the full right, power, and authority to enter into and perform SELLER's obligations under this Contract.

(b) SELLER has 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, other than Grazing Lease to Larry Herd and mineral lease with producing well operated by Anadarko Petroleum Corporation. Additionally, SELLER has 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 SELLER, which would prevent, limit, impede or render more costly BUYER's contemplated use of the PROPERTY. SELLER has provided BUYER with a copy of the lease.

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

(d) SELLER has no actual knowledge that the PROPERTY does not have full and free access to and from public highways, streets, or roads. SELLER has no actual knowledge that there are pending or threatened governmental proceedings that would impair or result in the termination of such access. If SELLER obtains 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, SELLER 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) SELLER has no actual knowledge that SELLER has not complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the PROPERTY or any part thereof.

(g) If SELLER obtains 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, SELLER 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) SELLER has no knowledge that the PROPERTY contains any environmental hazard.

(i) SELLER is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended, Sections 1445 and 7701 (i.e., SELLER is not a non-resident alien, 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 SELLER's 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) Maintenance and Operation. Until closing, SELLER will (a) maintain the PROPERTY as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) comply with all governmental regulations affecting the PROPERTY; (c) not enter into any contracts, leases or encumber the PROPERTY. Any mineral leases executed by any SELLER shall contain a surface waiver in accordance with Section 7.1 herein. Further provided that SELLER shall provide copies of any leases to BUYER on or before closing for BUYER's review. No prior severance or lease of any groundwater has been made.

(l) The property is not encumbered by deed restrictions that establish a Homeowner's Association which requires the payment of homeowner's or maintenance fees.

(m) SELLER has not severed or leased any groundwater.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BUYER

4.1 BUYER represents and warrants to SELLER 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 SELLER 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 sixty (60) calendar days from the execution and tender of this Contract by BUYER, at such time and date as SELLER and BUYER may agree upon (the "closing date").

5.2 At the closing, SELLER 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 SELLER 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, at SELLER's expense, 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 the title insurance.

- (f) Pay any and all required property taxes and prorated taxes for the current year.
- (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 to be released at closing.
- (i) Pay the costs to record all documents to cure title objections agreed to be cured by SELLER.
- (j) Pay the certificates or reports of ad valorem taxes.
- (k) Pay the SELLER's expenses and attorney fees.

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

- (a) Pay the balance of the purchase price.
- (b) Pay one-half (1/2) of the escrow fees.
- (c) Prepare, at its cost, the General Warranty Deed document.
- (d) Pay the costs to obtain, deliver and record all documents other than those to be recorded at SELLER's expense.
- (e) Pay the BUYER's expenses or attorney fees.
- (f) Pay the additional premium for the survey/boundary deletion in the title policy, if the deletion is requested by BUYER.
- (g) Pay the costs of work required by BUYER to have the survey reflect matters other than those required under this contract.

ARTICLE VI BREACH BY SELLER

6.1 In the event SELLER fails to fully and timely perform any of SELLER's obligations under this Contract or fails to consummate the sale of the PROPERTY for any reason except BUYER's default, BUYER may:

- (a) Enforce specific performance of this agreement;
- (b) Bring suit for damages against SELLER; and/or

- (c) Terminate this contract and initiate condemnation proceedings.

ARTICLE VII
BREACH BY BUYER

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

ARTICLE VIII
MISCELLANEOUS

8.1 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.

8.2 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 SELLER or BUYER, as the case may be, at the addresses set forth below:

SELLER: TLS Properties, Ltd.
Attn: Bruce Smith
P.O. Box 19572
Houston, TX 77224
Phone (for reference): 713/461-5606
713/461-5662 fax

BUYER: City of College Station
Legal Department
1101 Texas Avenue
College Station, Texas 77840

8.3 Texas Law to Apply: This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Contract are to be performed in Brazos County, Texas.

8.4 Parties Bound: This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. The persons executing this Contract do so in their capacities as set forth below and in no

other capacity whatsoever, and such persons shall have no personal liability for executing this Contract in a representative capacity. All such liability is limited to the principal for which they execute this document as a representative.

8.5 Invalid Provision: In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Contract. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

8.6 Construction: The parties acknowledge that each party and its counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

8.7 Prior Agreements Superseded: This Contract embodies the entire agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties respecting subject matter within and may only be amended or supplemented by an instrument in writing executed by the party against whom enforcement is sought.

8.8 Time of Essence: Time is of the essence to this Contract.

8.9 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.

8.10 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.

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

8.12 Brokerage Fees. In the event that a brokerage commission is paid by the SELLER, then SELLER must pay three percent (3%) of the gross sale price to BUYER, or shall reduce the purchase price by same amount.

EXECUTED on this the _____ day of _____, 2007.

SELLER:
TLS PROPERTIES, LTD.
a Texas Limited Partnership

BUYER:
CITY OF COLLEGE STATION

BY: TLS OPERATING, LLC
a Texas Limited Liability Company
Its General Partner

BY: _____
Mayor
Date: _____

BY: Bruce A. Smith
Bruce A. Smith, President
Date: 7-6-07

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

Chief Financial Officer
Date: _____

Carla A. Robinson
City Attorney
Date: _____

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the _____ day of _____, 2007, by _____, 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 TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF _____ §

This instrument was acknowledged before me on the 6th day of July, ~~2005~~ ²⁰⁰⁷ ^{BAS}, by Bruce A. Smith, President of TLS Operating, LLC, a Texas Limited Liability Company, as general partner of TLS PROPERTIES, LTD., a Texas Limited Partnership, on behalf of said limited partnership.



Mary Margaret Campbell

NOTARY PUBLIC in and for
the STATE OF TEXAS

City of College Station
Dowling Road GST Boundary
5.000 Acres

Crawford Burnett Survey
Abstract 7

STATE OF TEXAS §

COUNTY OF BRAZOS §

A METES AND BOUNDS description of a certain 5.000 acre tract situated in the Crawford Burnett Survey, Abstract No. 7, Brazos County, Texas, being a portion of a called 134.041 acre tract of land as described in Special Warranty Deed, recorded in Volume 3022, Page 187 of the Brazos County Deed Records, said 5.000 acre tract is more particularly described as follows with all bearing being based on a calculated call of North 86°14'10" West, 1605.97 feet (Called 1605.74 feet) between two found concrete monuments along the south line of a called 12.659 acre tract as described in Deed recorded in Volume 266, Page 722 of the Brazos County Deed Records;

COMMENCING, at a found concrete monument located at the most southeasterly corner of the said 12.659 acre tract, from which two concrete monuments bears North 44°39'06" West, 208.42 feet, and North 86°14'10" West, 1605.97 feet respectively;

THENCE, South 18°20'00" East, 713.75 feet, along the former 170 feet I&GN railroad right-of-way as described in Condemnation Judgment recorded in Volume 3, Page 529 of Original Book #3-Civil Minutes of Brazos County, Texas, dated July 24, 1901, to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") in the north right of way line of Dowling Road as described in Special Warranty Deed to Brazos County recorded in Volume 6264 Page 68 of the Brazos County Deed Records, from which a found 1/2-inch iron rod with cap stamped "Strong 4961" bears North 45°35'44" East, 72.42 feet;

THENCE, South 45°35'44" West, 708.08 feet, along the northwest line of said Dowling Road to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying"), marking the **POINT OF BEGINNING** of the herein described 5.000 acre tract;

THENCE, South 45°35'44" West, 397.17 feet, continuing along the northwest line of said Dowling Road, to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying"), from which a found 1/2-inch iron rod with cap stamped "Strong 4961" bears South 45°35'44" West, 1262.11 feet;

THENCE, North 44°41'51" West, passing at 426.77 feet, a set 3/4-inch iron rod (with cap stamped "Cotton Surveying"), continuing in all a total distance of 546.78 feet to a point for corner;

THENCE, North 45°07'53" East, passing at 80.00 feet a set 3/4-inch iron rod (with cap stamped "Cotton Surveying"), continuing in all a total distance of 397.16 feet to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, South 44°41'51" East, 550.00 feet to the **POINT OF BEGINNING**, **CONTAINING** 5.000 acres of land in Brazos County, Texas, as shown on Drawing No.5559 (OS) in the offices of Cotton Surveying Company, Houston, Texas.

I:\SurvProjects\2200-2299 CLIENT\2291\004\5.00 Ac M&B.doc



EXHIBIT A

EXHIBIT "B"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

DATE: _____

GRANTOR: TLS PROPERTIES, LTD., a Texas Limited Partnership

GRANTOR'S MAILING ADDRESS: P.O. Box 19572
(including county) Harris County
Houston, Texas 77224

GRANTEE: CITY OF COLLEGE STATION, TEXAS

GRANTEE'S MAILING ADDRESS: 1101 Texas Avenue
(including county) Brazos County
College Station, Texas 77840

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration.

PROPERTY:

Being a 5.00 acre tract situated in the CRAWFORD BURNETT SURVEY, ABSTRACT NO. 7, Brazos County, Texas, being a portion of a called 134.041 acre tract of land as described in Special Warranty Deed, recorded in Volume 3022, Page 187 of the Brazos County Deed Records, said 10.7466 acre tract being

more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

**RESERVATIONS FROM AND EXCEPTIONS
TO CONVEYANCE AND WARRANTY:**

- (1) Right-of-Way Easement dated May 30, 1958, from T.L. Smith to City of Bryan, recorded in Volume 190, Page 23, Deed Records, Brazos County, Texas.
- (2) Right-of-Way Easement dated January 7, 1972, from Sidney N. Smith et al to Wellborn Water Supply Corp., dated January 7, 1972, recorded in Volume 303, page 354, Deed Records, Brazos County, Texas.
- (3) Right-of-Way Easement from John Douglas Smith et al to Ferguson Burleson County Gas gathering System, dated June 15, 1997, recorded in Volume 2788, Page 175, Official Records of Brazos County, Texas.
- (4) Right-of-Way Easement from TLS Properties, Ltd., et al to City of Bryan, dated August 11, 2004 recorded in Volume 6248, Page 78, Official Records of Brazos County, Texas.
- (5) Royalty Deed from T. L. Smith, Jr., to William Bukowski et al, dated April 8, 1946, recorded in Volume 123, Page 583, Deed Records of Brazos County, Texas.
- (6) Oil and Gas Lease from John Douglas Smith et al to Apache Corporation, dated September 24, 1993, recorded in Volume 2019, Page 294, Official Records of Brazos County, Texas, and amended in Volume 2103, Page 189, Official Records of Brazos County, Texas, and by Extension Amendments recorded in Volume 2419, Page 146 and Volume 2691, Page 73, Official Records of Brazos County, Texas.

GRANTOR hereby reserves unto itself, its successors and assigns, any and all oil, gas and other minerals in, on or under the premises described on the attached Exhibit A; provided that there shall never in any event be any ingress or egress on or across the surface of the above described premises for the purposes of exploration, development, production or transportation of such oil, gas or other minerals, it being expressly contemplated by the parties to this instrument that any production of such minerals shall be from the surface of other adjacent property and that there shall be no development of any minerals that would require mining, shaft mining, pit mining or any other kind of mining that would require utilization of the surface, or through the pooling of such mineral interests for the development with adjacent parcels and provided further that GRANTOR does not reserve and expressly conveys to GRANTEE any and all minerals of whatsoever kind and nature owned by GRANTOR down to the depth of two hundred fifty feet (250') from the actual surface of any portion of said tract.

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS, and CONVEYS to GRANTEE the property,

July 26, 2007
Regular Agenda
Ramada Comprehensive Plan Amendment

To: Glenn Brown, City Manager

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

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance amending the Comprehensive Plan - Land Use Plan from Regional Retail and Floodplains & Streams to Redevelopment and Floodplains & Streams for 3.956 acres located at 1502 Texas Avenue South.

Recommendation(s): The Planning & Zoning Commission heard this item on July 5, 2007 and recommended approval of the request with a 3-1 vote. Staff also recommends approval of the Land Use Plan amendment.

Summary: The Land Use Plan amendment to Redevelopment is for a mixed-use development on the property. The current Regional Retail designation is not consistent with the proposed Planned Mixed-Use District (P-MUD) zoning needed to accomplish a mixed-use redevelopment. Generally, mixed-use developments and P-MUD zoning are appropriate in areas shown as either Planned Development or Redevelopment on the Land Use Plan, depending on specific site characteristics. In this case, staff believes that Redevelopment is the more appropriate designation.

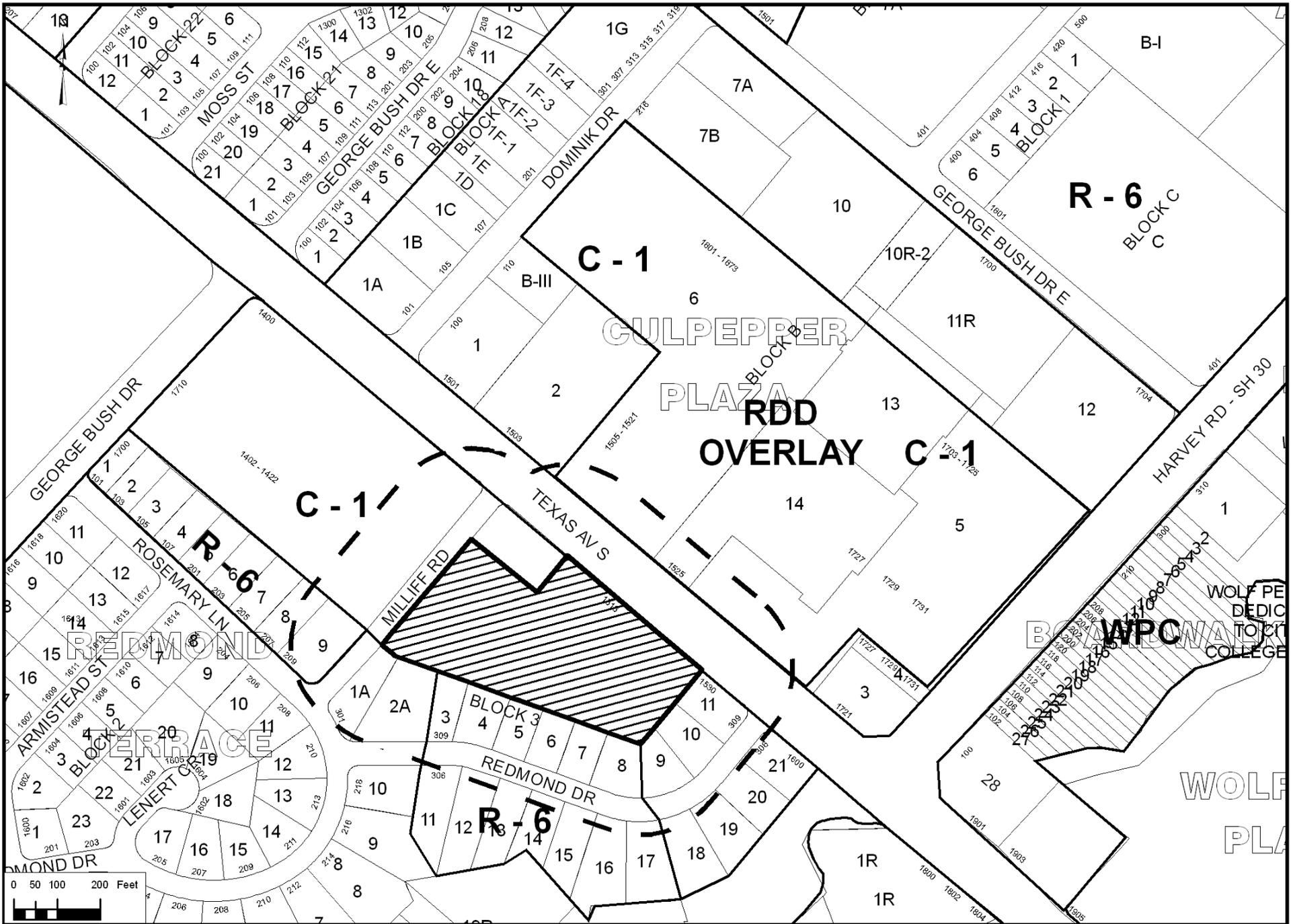
The Comprehensive Plan defines Redevelopment as "currently developed areas which will experience redevelopment as a result of increased land value. Redevelopment will occur as mixed use developments as described (below). Mixed-use redevelopment areas are projected for areas close to the University..." Mixed-Use are areas which encourage mixing of compatible land uses such as retail/commercial, office, parks, multi-family, and attached single-family. These uses are developed together in a manner that provides interaction between the uses and that allows each use to support the other uses. The residential uses provide the patrons for the office and commercial uses.

In addition, the requested Land Use Plan amendment alters the location of the Floodplains & Streams designation on the property. The requested amendment is consistent with a recent study that has been submitted to the Federal Emergency Management Agency (FEMA) for review. The Comprehensive Plan defines Floodplain & Streams as "the 100-year floodplain as defined by the FEMA, plus additional areas reserved for open space." Since this area is currently developed, staff does not believe that any additional areas, beyond the 100-year floodplain, need to be designated as Floodplains & Streams.

Budget & Financial Summary: N/A

Attachments:

1. Small Area Map (SAM) and Aerial
2. Draft Planning and Zoning Commission Meeting Minutes, July 5, 2007
3. Land Use Plan Amendment Map
4. Comprehensive Plan Amendment Supporting Information
5. Ordinance




 DEVELOPMENT REVIEW

RAMADA INN

Case: 07-134

COMP PLAN



0 50 100 200 Feet



DEVELOPMENT REVIEW

RAMADA INN

Case:
07-134

COMP
PLAN



MINUTES
Regular Meeting
Planning and Zoning Commission
Thursday, July 5, 2007, at 7:00 p.m.
Council Chambers
College Station City Hall
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Derek Dictson, Marsha Sanford and Glenn Schroeder.

COMMISSIONERS ABSENT: Bill Davis, Dennis Christiansen and Harold Strong.

CITY COUNCIL MEMBERS PRESENT: None.

CITY STAFF PRESENT: Staff Planners Crissy Hartl, Lindsay Boyer and Jason Schubert, Senior Planner Jennifer Prochazka, Transportation Planner Ken Fogle, Graduate Civil Engineers Carol Cotter and Josh Norton, Director Bob Cowell, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Information Services Representative Bryan Cook, Chief Financial Officer Jeff Kersten, Budget Analyst Courtney Kennedy, Deputy City Manager Terry Childers, Economic Development Director David Gwin, Staff Assistants Brittany Korthauer and Lisa Lindgren.

9. Public hearing, presentation, possible action, and discussion on an amendment to the Comprehensive Plan - Land Use Plan from Regional Retail and Floodplains & Streams to Redevelopment for 3.956 acres located at 1502 Texas Avenue South.
Case #07-00500134 (JP)

Jennifer Prochazka, Senior Planner, presented the Comprehensive Plan Amendment and recommended approval.

Paul Thrower, Director of Development, 11-13 Goldsmith Sr. Nuttingmam, UK. This company is primarily based out of the United Kingdom. Jerry Tipps, Houston, Texas. Veronica Morgan, 511 University Drive, Ste. 204, College Station, Texas. These individuals are developers or engineers of the project and were called upon by the Commission to answer questions in general regarding the project.

Lloyd Smith, 1609 Armistead Street, College Station, Texas; George Thomas, 110 Redmond, College Station, Texas; Harry Raisor, 1604 Armistead, College Station, Texas; Dr. Robert Sanders, 214 Redmond, College Station, Texas. Some

of the concerns of the citizens were parking, traffic and traffic flows, street width, lack of sidewalks, public roads, shortcuts, and access for emergency vehicles, street access and the building of a dormitory in the area.

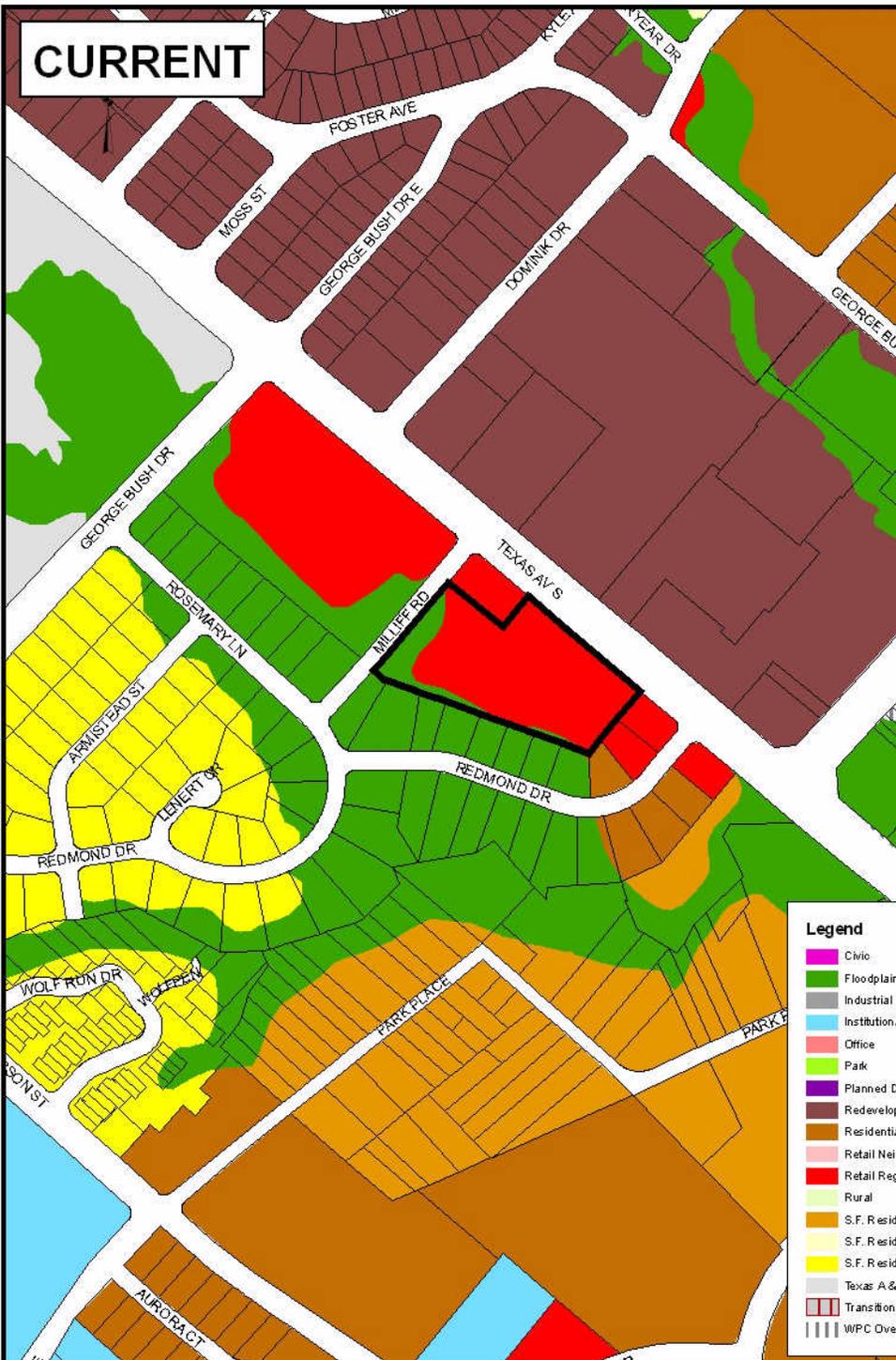
David Gwin, Economic Development Director; Ken Fogle, Transportation Planner and Lance Simms, Assistant Director of Planning and Development Services were called upon by the Commission to answer questions in general of the project.

Commissioner Schroeder motioned to recommend approval to the City Council of the Comprehensive Plan - Land Use Plan. Commissioner Dictson seconded the motion, motion passed (3-1). Commissioners Schroeder, Dictson and Sanford voted in favor of the motion. Commissioner Nichols voted in opposition of the motion.

DRAFT

CURRENT

PROPOSED



Legend

- Civic
- Floodplain & Streams
- Industrial R & D
- Institutional
- Office
- Park
- Planned Development
- Redevelopment
- Residential Attached
- Retail Neighborhood
- Retail Regional
- Rural
- S.F. Residential High Density
- S.F. Residential Low Density
- S.F. Residential Medium Density
- Texas A&M University
- Transitional
- WPC Overlay





City of College Station
Planning & Zoning Commission
City Council
c/o Development Services
1101 S. Texas Ave.
College Station, Texas 77840

June 15, 2007

Re: Revised Comprehensive Plan Amendment for the Redmond Terrace First Installment – A Portion of the Community Shopping Center (Reserve Tract) - Vol 188, Page 295, JE Scott League A-50 (Ramada Inn property)

Dear Planning & Zoning Commission and City Council:

We are currently considering the purchase and redevelopment of the Ramada Inn site on Texas Avenue. This site is located on the west side of Texas Avenue, just south of the Miliff and Texas Avenue intersection.

Why request a Comprehensive Plan Amendment?

Our desire is to redevelop the site into an urban mixed use development with the mix of uses consisting of retail, restaurants, office and residential attached housing. In order to accomplish this concept, we must first amend the Comprehensive Land Use Plan because the current zoning and land use do not allow this concept to occur on this land. Currently, the Comprehensive Land Use Plan (Exhibit A – first panel) on this tract reflects *Floodplain & Streams* and *Regional Retail* as the most appropriate land uses. In order to permit the desired mixed use concept, staff has indicated that the land use category most appropriate at this location is *Redevelopment*. According to the Comprehensive Plan, *Redevelopment* is defined as “Currently developed areas which will experience redevelopment as a result of increased land value. Redevelopment will occur as mixed use developments as described previously. Mixed-use redevelopment areas are projected for areas close to the University, such as Northgate.” Therefore, our request before you is to amend the Comprehensive Plan for this tract from *Floodplain & Streams* and *Regional Retail* to *Redevelopment*.

What are the changed conditions that warrant a Comprehensive Plan Amendment?

Floodplain & Streams

Approximately 5 years ago, Texas A&M University designed and constructed a detention pond on the TAMU polo fields, just north of New Main Drive. This pond subsequently decreased the flood elevations within Wolf Pen Creek, Tributary C which originates at University Drive near Texas Avenue and travels through the Texas A&M golf course, behind the Bed, Bath and Beyond shopping center and behind the Ramada Inn tract where it joins with Wolf Pen Creek Main just south of Redmond Drive. The current owner of the Meridian Apartments commissioned a hydrology and hydraulic study to

07-134
6-18-07
9:40am
AC

determine the effects of the TAMU detention on their property. The effect was a reduction of the 100-year water surface elevation through this creek. Exhibit A – panel 2 shows the effects of the detention through the area. The grey is the current regulatory 100-year floodplain, while the light blue is the new 100-year floodplain based upon the existing conditions on the TAMU campus. The hydraulic study to support the adoption of this new 100-year floodplain line is currently under review with FEMA. It is anticipated that FEMA will be complete with their review in approximately 2-3 months.

Given the new location of the 100-year floodplain, there is only a small corner of the Ramada Inn tract that is inundated with floodwaters during a 100-year storm event. The small corner that is still inundated based upon the revised study is also located within a 45 foot wide drainage easement and therefore undevelopable. We have retained the 45 foot drainage easement as *Floodplain & Streams* on the Comprehensive Plan amendment request.

Regional Retail

With the increased number of new hotels in the area, the existing Ramada Inn is experiencing a significant amount of competition. It appears that this property, given its' age, its' location near TAMU, the recent adjacent Texas Avenue reconstruction project and the current hotel occupancy levels, make it prime for redevelopment. The question at hand is what type of redevelopment should occur on the property and is Regional Retail still the most appropriate land use category for this site. The City has indicated a desire to encourage development of student housing closer to campus in an effort to reduce vehicle trips per day on the city transportation system. With a TAMU student population of nearly 45,000 and the possibility of that number climbing, it is important to keep these students near campus where alternative modes of transportation are easy to utilize. At the same time, the City has expressed a desire to encourage retail along Texas Avenue and other major transportation corridors in an effort to minimize traffic impacts from retailers on neighborhoods. With this location both near campus and near an older residential neighborhood, it makes sense that a mixed use development which allows both uses is desirable. Unfortunately, Regional Retail does not allow this mix of uses, but the land use category of Redevelopment does allow this development type.

How does the proposed Land Use change further the goals and objectives of the Comprehensive Plan?

The use as proposed with a developer having a strong track record in the development of student housing is an exciting use. There are several Comprehensive Plan goals and objectives that would be positively impacted with this development at this location. Itemized below are several of the goals and objective statements from the current Plan that appear to be furthered:

Land Use Goals and Objectives

Goal #1 - College Station should continue to provide and locate adequate amounts of appropriately zoned land for all necessary types of land uses in an efficient, convenient, harmonious, and ecologically sound manner.

- ❖ Objective 1.3 - College Station should continue to avoid strip commercial development (such as that along Texas Avenue) and encourage centralized commercial development which encourages multi-modal access.

Goal #2 - College Station should continue to provide for the orderly development of existing and future land uses.

- ❖ Objective 2.4 - College Station should develop zoning districts which allow a mixture of residential and non-residential uses which complement and support each other with appropriate buffering.

Goal #3 - College Station should continue to protect, preserve and enhance existing and future neighborhoods.

- ❖ Objective 3.3 - College Station should encourage mixed-use developments which provide for an appropriate combination of residential and support uses.

Transportation Goals and Objectives

Goal #1 - College Station should balance the development of all modes of transportation to assure the fast, convenient, efficient and safe movement of people and goods to, from, and within the community while continuing to protect the integrity of neighborhoods.

- ❖ Objective 1.8 - College Station should work to encourage the reduction of travel through demand management techniques systems for such as carpooling and van-pooling.

Goal #2 - College Station should continue to ensure the development, maintenance and operation of a safe, efficient and effective transportation system to serve the City.

- ❖ Objective 2.1 - College Station should continue to develop and maintain a transportation planning process which addresses long range needs and emphasizes short and mid-range problem-solving.

Goal #5 - College Station should provide for the safe movement of pedestrians and bicyclists within College Station.

- ❖ Objective 5.1 - College Station should continue to encourage the use of alternate modes of transportation to reduce air pollution and traffic congestion, including transit, bicycle, and pedestrian.

Goal #6 - College Station should continue to work with the Brazos valley Transit System and the University to provide for efficient bus service within the community.

- ❖ Objective 6.1 - College Station should encourage the use of transit to reduce air pollution and traffic congestion by supporting things such as:
 - a. Mass transit facilities for existing and new developments.
 - b. Texas A & M University Shuttle and Urban Trolley transit service between all residential areas, the University, retail and employment centers, and between regional destinations
- ❖ Objective 6.2 - College Station should examine and promote land use concepts which enhance transit usage.

Why is this Land Use more appropriate than the existing Land Use?

There are certain physical and economic constraints limiting the redevelopment of this property solely for retail uses, which is that allowed by the current land use category. Some of these constraints are as follows:

- ❖ The depth of the property limits the retail uses to smaller tenants. Bigger box retailers would require more than 150 feet of depth with several rows of parking in front, similar to the Culpepper center across Texas Avenue and the Bed, Bath & Beyond shopping center next door. A parking layout similar to those developments cannot be accommodated on the existing site, meet the current site development requirements, and not push back to Redmond Drive encouraging retail traffic through the neighborhood.
- ❖ Because of the proposed development on the adjacent corner lot on the south (corner of Redmond and Texas – former Summit gas station) and Jack-in-the-Box on the north, there is limited exposure to much of the developable envelope of the property. Evidence that exposure and visibility to a retailer is of utmost importance is the significant expenditure made by the owner of the Post Oak Square Center containing Toys-R-Us. Several years ago a Grandy's restaurant stood at the front of that center on top of a "knoll". Retailers would not lease the spaces behind that "knoll" and the Grandy's restaurant, so the owner razed the building and regraded and repaved almost ½ of the parking lot to cut down the "knoll" and increase visibility to the lease spaces in the center of that complex.

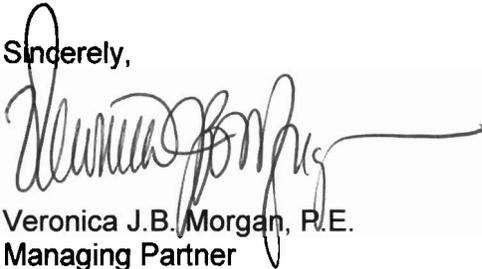
- ❖ The razing of the existing five story hotel building is not economically feasible. In addition to the cost of acquisition and the construction of a new building at that location, there would be demolition costs, costs associated with the buy out of two long term leases on the roof, and the loss of income during planning and construction of a new facility. These costs to redevelop the site for retail uses, which would end up with poor visibility (behind Jack-in-the-Box), far exceeds the returns anticipated from the potential retail development.

The highest and best use of the property is that of a mixed use or a high end hotel. The economic feasibility of a high end hotel at this site is questionable as there are more appealing sites available for such uses. Under these circumstances, the hotel will continue to be used in its current condition and continue the downward slide; or sit empty until another use becomes economically feasible.

We believe that a mixed use urban development with a ground floor retail component anchoring an innovative student housing redevelopment this close to TAMU is the most appropriate and more importantly a very exciting land use for this property.

We appreciate your consideration of our request and if you have any questions please feel free to call 260-6963.

Sincerely,



Veronica J.B. Morgan, P.E.
Managing Partner

Cc: Paul Thrower, Megaclose, USA
Tom Keenan, TCK Realty Corp.
Jerry Tipps, RS&J, Inc.
Chuck Ellison, Ellison Law
file

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE "LAND USE PLAN" FOR THE AREA LOCATED SOUTH OF MILLIFF STREET, WEST OF TEXAS AVENUE, AND NORTH AND EAST OF REDMOND DRIVE, 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 26th day of July, 2007.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



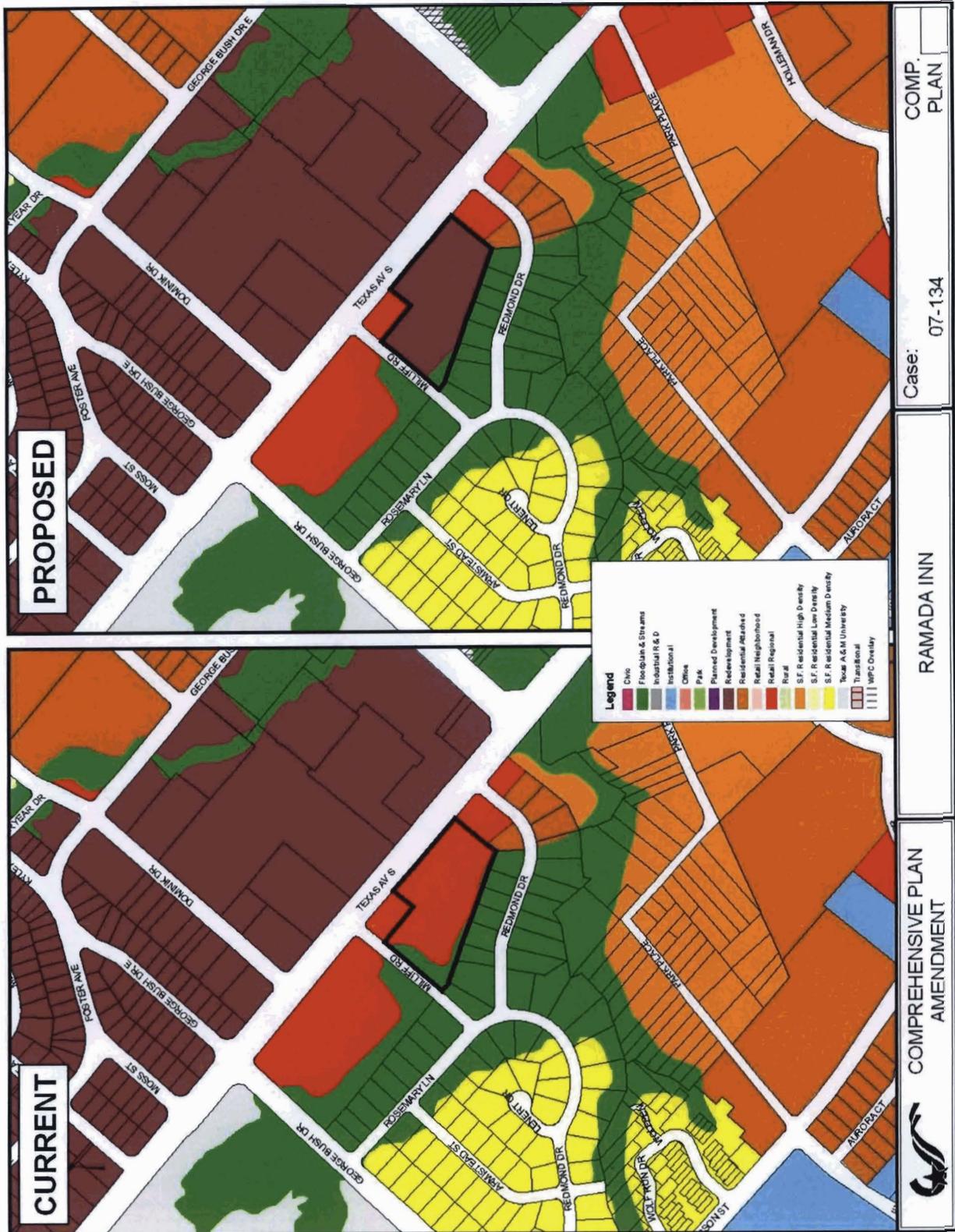
City Attorney

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 3.956 acres generally located in the area located south of Milliff Street, west of Texas Avenue, and north and east of Redmond Drive, is amended from Floodplains & Streams and Regional Retail to Floodplains & Streams and Redevelopment, as shown on the attached Exhibit "B".

EXHIBIT "B"



**July 26, 2007
Regular Agenda
Ramada Rezoning**

To: Glenn Brown, City Manager

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

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance rezoning 3.956 acres from C-1 (General Commercial) to P-MUD (Planned Mixed-Use District) and A-O (Agricultural Open) at 1502 Texas Avenue South.

Recommendation(s): The Planning & Zoning Commission heard this item on July 5, 2007 and unanimously recommended denial of the request. The Commission expressed concerns about the potential impact of the proposed development on the Redmond Terrace neighborhood to the west, of primary concern was the potential for cut-through traffic. The developer has commissioned a traffic study for the proposed project and will have the results available at the Council meeting.

If the rezoning request is approved, Staff recommends a condition be applied to the Concept Plan (see attached) that requires the ground floor of all structures on site be developed solely for commercial use.

Item Summary: The applicant has requested a P-MUD zoning in order to redevelop the property as a mixed-use development that will include retail, restaurants, office and residential attached housing (including both dormitories and multi-family uses). The applicant is also proposing to rezone the property that is anticipated to remain 100-year floodplain with the Letter of Map Revision approval to A-O (Agricultural Open).

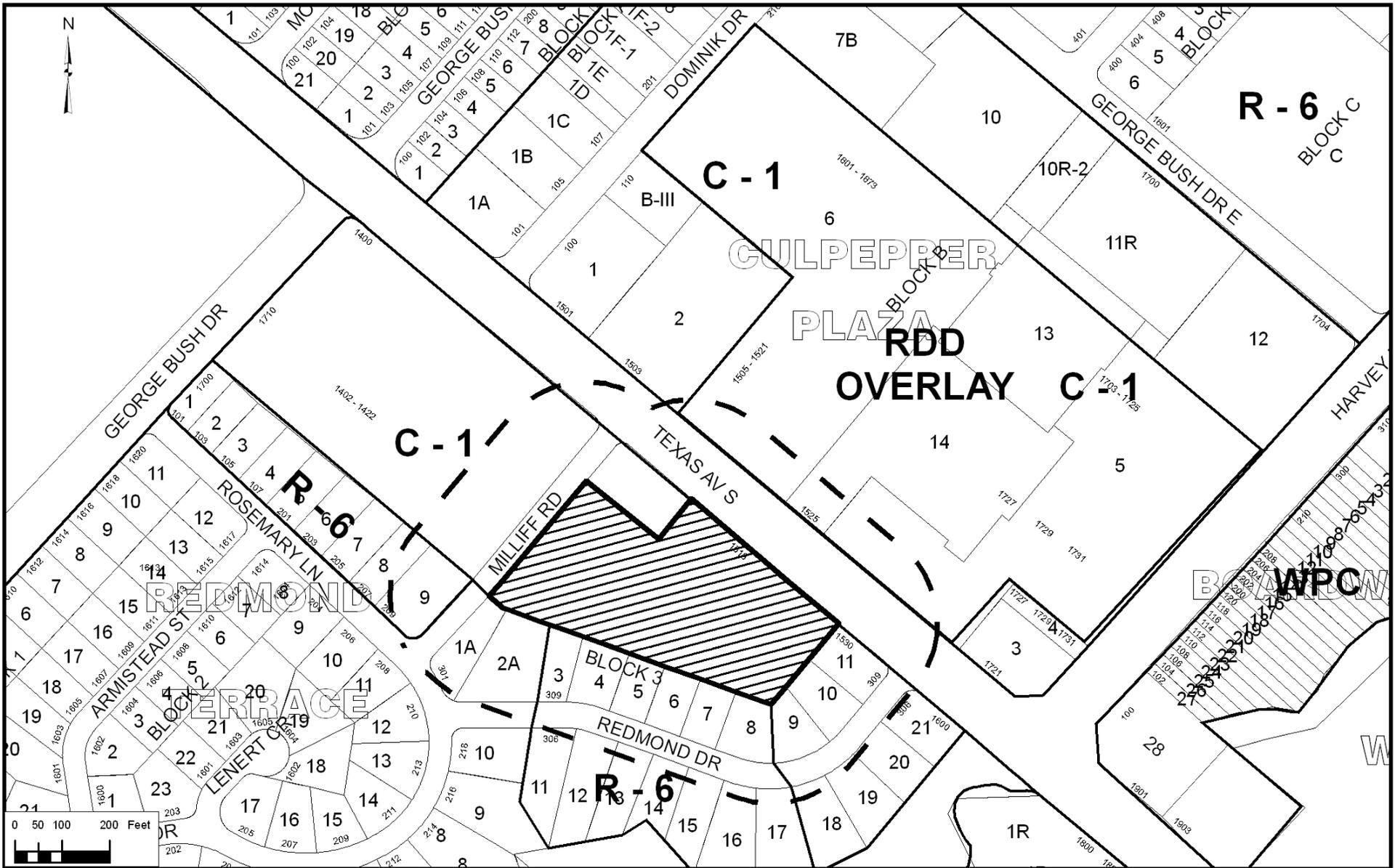
This request is consistent with the City's policy of locating student housing in close proximity to Texas A&M University. Locating student housing close to the University reduces the demand on the larger transportation system and encourages the use of other modes of transportation, such as biking and walking. This request is also constant with the City's desire to see mixed-use development near the University.

The Unified Development Ordinance was recently amended to include the review and approval of a Concept Plan with all PDD (Planned Development District) and P-MUD (Planned Mixes-Use District) rezoning applications. Specific information related to the Concept Plan and the Unified Development Ordinance Review Criteria has been included as an attachment.

Budget & Financial Summary: N/A

Attachments:

1. Small Area Map (SAM) and Aerial
2. Draft Planning and Zoning Commission Meeting Minutes, July 5, 2007
3. Rezoning Supporting Information
4. Copy of Concept Plan
5. Concept Plan Details and UDO Review Criteria
6. Economic Development Analysis (will be provided prior to the meeting)
7. Ordinance



Zoning Districts		R - 3	Townhouse	C - 3	Light Commercial	WPC	Wolf Pen Creek Dev. Corridor
A - O	Agricultural Open	R - 4	Multi-Family	M - 1	Light Industrial	NG - 1	Core Northgate
A - OR	Rural Residential Subdivision	R - 6	High Density Multi-Family	M - 2	Heavy Industrial	NG - 2	Transitional Northgate
R - 1	Single Family Residential	R - 7	Manufactured Home Park	C - U	College and University	NG - 3	Residential Northgate
R - 1B	Single Family Residential	A - P	Administrative/Professional	R & D	Research and Development	OV	Corridor Overlay
R - 2	Duplex Residential	C - 1	General Commercial	P-MUD	Planned Mixed-Use Development	RDD	Redevelopment District
		C - 2	Commercial-Industrial	PDD	Planned Development District	KO	Krenek Tap Overlay

 DEVELOPMENT REVIEW

RAMADA INN

Case: 07-130 REZONING



Zoning Districts

A - O Agricultural Open
 A - OR Rural Residential Subdivision
 R - 1 Single Family Residential
 R - 1B Single Family Residential
 R - 2 Duplex Residential

R - 3 Townhouse
 R - 4 Multi-Family
 R - 6 High Density Multi-Family
 R - 7 Manufactured Home Park
 A - P Administrative/Professional
 C - 1 General Commercial
 C - 2 Commercial-Industrial

C - 3 Light Commercial
 M - 1 Light Industrial
 M - 2 Heavy Industrial
 C - U College and University
 R & D Research and Development
 P-MUD Planned Mixed-Use Development
 PDD Planned Development District

WPC Wolf Pen Creek Dev. Corridor
 NG - 1 Core Northgate
 NG - 2 Transitional Northgate
 NG - 3 Residential Northgate
 OV Corridor Overlay
 RDD Redevelopment District
 KO Krenek Tap Overlay



DEVELOPMENT REVIEW

RAMADA INN

Case:

07-130

REZONING



MINUTES
Regular Meeting
Planning and Zoning Commission
Thursday, July 5, 2007, at 7:00 p.m.
Council Chambers
College Station City Hall
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Derek Dictson, Marsha Sanford and Glenn Schroeder.

COMMISSIONERS ABSENT: Bill Davis, Dennis Christiansen and Harold Strong.

CITY COUNCIL MEMBERS PRESENT: None.

CITY STAFF PRESENT: Staff Planners Crissy Hartl, Lindsay Boyer and Jason Schubert, Senior Planner Jennifer Prochazka, Transportation Planner Ken Fogle, Graduate Civil Engineers Carol Cotter and Josh Norton, Director Bob Cowell, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Information Services Representative Bryan Cook, Chief Financial Officer Jeff Kersten, Budget Analyst Courtney Kennedy, Deputy City Manager Terry Childers, Economic Development Director David Gwin, Staff Assistants Brittany Korthauer and Lisa Lindgren.

10. Public hearing, presentation, possible action, and discussion on a rezoning from C-1 General Commercial to P-MUD Planned Mixed Use District and A-O Agricultural Open for 3.956 acres located at 1502 Texas Avenue South. **Case #07-00500130 (JP)**

Jennifer Prochazka, Senior Planner, presented the Rezoning and recommended approval with the condition that the ground floor of all structures on site be solely developed as retail.

Paul Thrower, Director of Development, 11-13 Goldsmith Sr. Nuttingmam, UK. This company is primarily based out of the United Kingdom. Jerry Tipps, Houston, Texas. Veronica Morgan, 511 University Drive, Ste. 204, College Station, Texas. These individuals are developers or engineers of the project and were called upon by the Commission to answer questions in general of the project.

Lloyd Smith, 1609 Armistead Street, College Station, Texas; George Thomas, 110 Redmond, College Station, Texas; Harry Raisor, 1604 Armistead, College Station, Texas; D. Robert Sanders, 214 Redmond, College Station, Texas. Some of the concerns of the citizens were parking, traffic and traffic flows, street width, lack of sidewalks, public roads, shortcuts, and access for emergency vehicles, street access and the building of a dormitory in the area.

David Gwin, Economic Development Director; Ken Fogle, Transportation Planner and Lance Simms, Assistant Director of Planning and Development Services were called upon by the Commission to answer questions in general of the project.

Commissioner Dictson motioned to recommend denial of the Rezoning to City Council. Commissioner Schroeder seconded the motion, motioned passed (4-0).

Although Commissioners voted to deny the rezoning, it was stated that if the traffic issues would be able to be worked out in a suitable manner then their feeling may have been different.



City of College Station
Planning & Zoning Commission
City Council
c/o Development Services
1101 S. Texas Ave.
College Station, Texas 77840

June 15, 2007

**Re: Revised Rezoning from C-1 to P-MUD & A-O for the Redmond Terrace First
Installment – A Portion of the Community Shopping Center (Reserve Tract) - Vol
188, Page 295, JE Scott League A-50 (Ramada Inn property)**

Dear Planning & Zoning Commission and City Council:

We are currently considering the purchase and redevelopment of the Ramada Inn site on Texas Avenue. This site is located on the west side of Texas Avenue, just south of the Miliff and Texas Avenue intersection.

Statement of Purpose and Intent

Our desire is to redevelop the site into an urban mixed use development with the mix of uses consisting of retail, restaurants, office and residential attached housing. In order to accomplish this, we must rezone the property because the current zoning does not allow this concept. Currently, the zoning on this tract is C-1, General Commercial. In order to permit the desired mixed use concept we are requesting a rezoning to P-MUD, Planned Mixed Use Development and A-O, Agricultural-Open.

The mixed use as proposed with a developer having a strong track record in the development of student housing is an exciting use which will benefit many of the City of College Stations goals.

- ❖ It will put student housing close to the TAMU campus. This will further the City's goal to provide student housing close to campus in an effort to alleviate traffic congestion due to student housing being located far distances from the campus.
- ❖ It will create a mixed use urban development with a heretofore futuristic design anchoring the redevelopment around TAMU.

The A-O request will be placed on the 100-year floodplain area contained on-site.

07-130
6-18-07
9:40am
AC

Changed or Changing Conditions

With the increased number of new hotels in the area, the existing Ramada Inn is experiencing a significant amount of competition. It appears that this property, given its' age, its' location near TAMU, the recent adjacent Texas Avenue reconstruction project and the current hotel occupancy levels, make it prime for redevelopment. The City has indicated a desire to encourage development of student housing closer to campus in an effort to reduce vehicle trips per day on the city transportation system. With a TAMU student population of nearly 45,000 and the possibility of that number climbing, it is important to keep these students near campus where alternative modes of transportation are easy to utilize. At the same time, the City has expressed a desire to encourage retail along Texas Avenue and other major transportation corridors in an effort to minimize traffic impacts from retailers on neighborhoods. With this location both near campus and near an older residential neighborhood, it makes sense that a mixed use development which allows both uses is desirable. To accomplish this mix of uses a Planned-Mixed Use District must be the zoning category placed on the property.

In addition, the A-O zoning category is the most appropriate category to be placed on the area contained within the 100-year floodplain on the property. This will assure that this area is reserved for floodplain/drainage uses in the future.

Drainage Statement

The site is currently developed with impervious cover. Our intent is to redevelop the site utilizing one of the existing buildings, new parking areas, one new building, and a central amenity area. From a drainage perspective, we will maintain all existing runoff patterns and we will not increase the runoff from the existing developed conditions. Given these assumptions, detention will not be required.

List of Bulk or Dimensional Variances Sought

As part of this development we would like to vary from the following specific use standards:

- NRA pod parking
- Driveway spacing
- Detention requirements
- Buffers
- Height – Single Family Protection

It is our intent to meet as many of these requirements as physically possible but due to the site size and the existing conditions on the site, there will be many of these requirements that will be difficult to achieve, if not impossible.

NRA Pod Parking

This requires additional space onsite to accommodate this design concept. Because of the size of this property we do not have the room to accommodate these additional island areas. In order to increase the amount of retail square footage on the site, we must maximize the amount of parking on the site and therefore sacrifice these additional

island areas. By eliminating these island areas we can provide more retail services on the site and increase the tax base along Texas Avenue.

Driveway Spacing

We understand that the existing drives do not currently meet the driveway spacing requirements. We have attempted to reduce our drives to a single location on Texas Avenue. We have left an area for the adjacent corner lot (Redmond @ Texas) to construct and maintain a driveway to their lot as well. Even with these improvements we will not meet the required driveway spacing. Varying from the driveway spacing along Texas Avenue appears to be the only way to maintain even a single access to this user. Given the request to keep as much retail as possible on the property, a single driveway on Texas Avenue will be extremely important to attract and retain those retailers.

Detention Requirements

See attached Drainage Statement.

Buffers

Where adjacent to the single family residences buffering will be provided, however all elements will need to be chosen wisely because of the existing drainage channel and floodplain. A wall would be detrimental in this area because it impedes floodwaters. We are proposing a 6 foot wooden fence along with a red tip phonia hedge row to buffer against the single family residences. The space available from the existing creek to the existing hotel building will limit some choices on buffering. Our intent is to improve the existing situation.

Height- Single Family Protection

Any new structure will meet these restrictions. However, the existing hotel structure does not currently meet the single family height protection requirement. Because this building is being renovated and not demolished we would like to assure that we will not be required to meet these restrictions for this structure.

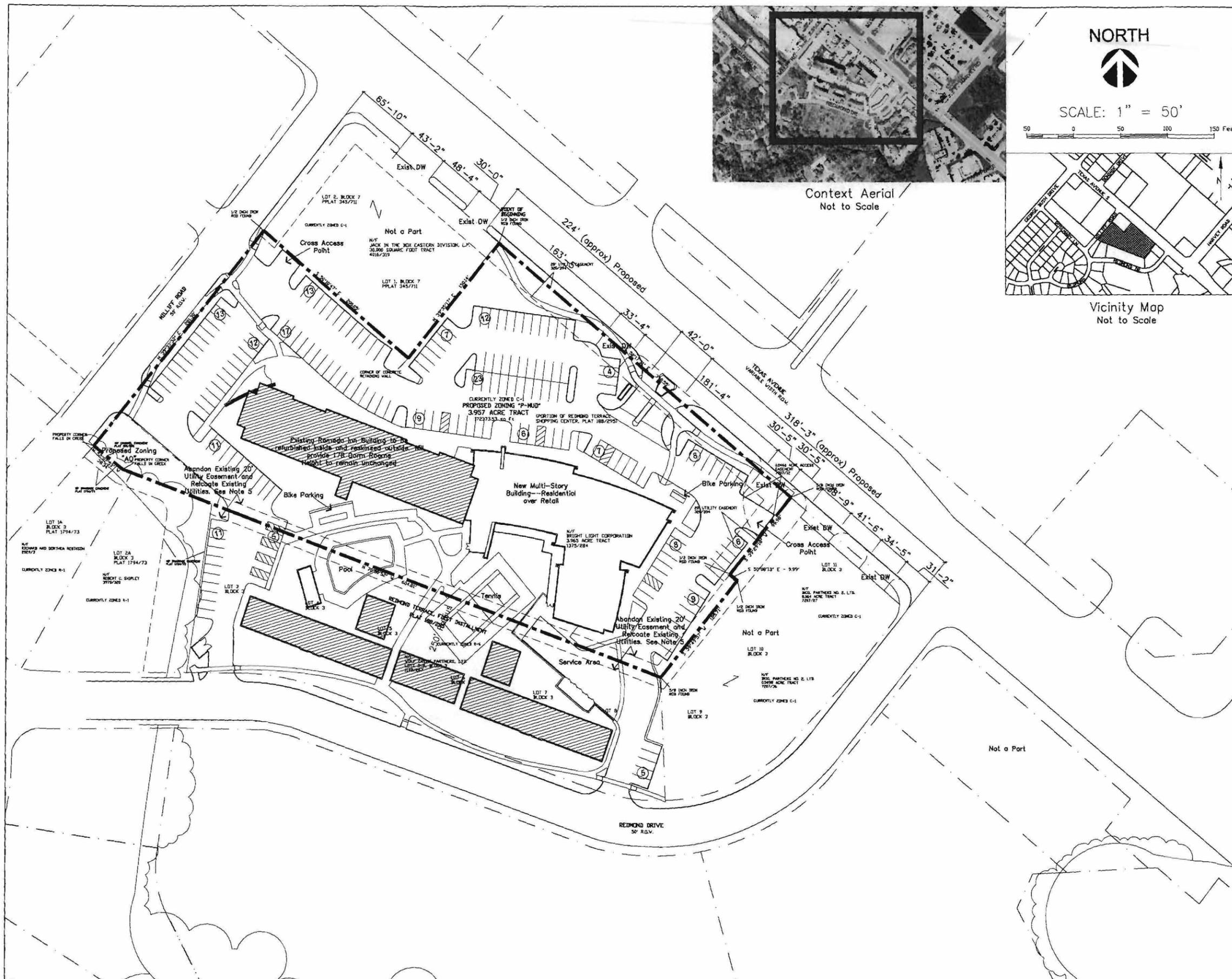
We appreciate your consideration of our request and if you have any questions please feel free to call 260-6963.

Sincerely,



Veronica J.B. Morgan, P.E.
Managing Partner

Cc: Paul Thrower, Megaclose, USA
Tom Keenan, TCK Realty Corp.
Jerry Tipps, RS&J, Inc.
Chuck Ellison, Ellison Law
file



Proposed Redevelopment-- Ramada Inn Tract and Adjacent Parcels

A Proposed Development of MEGACLOSE USA
Revised June 22, 2007

Parking Analysis & Residential Unit Summary

Description	Parking Unit	Total Units	Spaces per Unit	Parking Required	On Ground Support Residential	On Ground Residential	In New Residential Structure	Total Parking
Remodel Existing Hotel Tower	178	1.75 Beds	312	0.75	234			234
Construct New Mixed-Use Tower								
Retail Development	37000 SF	250	1.00	148	148	0	0	0
Dwelling Unit-One BR	10	1 Bedrooms	10	1.50	15	0	0	15
Dwelling Unit-Three BR	38	3 Bedrooms	114	1.00	114	0	16	98
Dwelling Unit-Four BR	48	4 Bedrooms	192	1.00	192	0	10	182
Total Units (New Bldg)	96							
Remodel Existing Meridian Phase 1 Apts								
Efficiencies	6	1 Bedroom	6	1.00	6	0	6	0
1 Bed Room	20	1 Bedroom	20	1.50	30	0	10	20
2 Bed Room	18	2 Bedrooms	36	1.25	45	0	0	45
Total Units Meridian	44							
Total Parking Required				784	148	42	594	
Total Parking Provided				538	148	42	548	

Residential Unit Summary--

Number of Residential Units Proposed	
4 Bedroom	48 Units
3 Bedroom	38 Units
2 Bedroom	18 Units
1 Bedroom	30 Units
Efficiencies	6 Units
Dom Rooms	170 Beds
Total Residential Units	318

Concept Plan Intent

This Concept Plan is submitted in conjunction with the Statement of Purpose and Intent and other Rezoning application papers prepared by Mitchell and Morgan Engineers. While it is the intent of the authors of these documents to be complete, certain elements can not be fully and finally defined until additional diligence is performed, and actual surveys taken for all of the involved parcels. Please consider the following stipulations:

- This document was compiled from a variety of sources, including a Zoning Survey for the principle Tract, City GIS records and aerial photos. As such, final dimensional control and absolute accuracy can not be warranted. The plan is subject to revision when the entire area is surveyed.
- It is the intent of the developer to comply with the City's landscape and streetscape requirements for developments along the Texas Avenue Corridor. The final scope and nature of these improvements is subject to further development, review and approval. No landscape or streetscape variances are sought.
- This development keys upon the refurbishment of the existing hotel building, the construction of a new multi-story building with retail and student apartments, and the construction of Structured Parking to accommodate the mixed uses. Parking on the ground has been largely considered for the use of the retail/commercial users, with resident parking in the structure.
- Proposed Development Heights:
Existing re-modeled hotel tower (doms) to remain at current height
a. Proposed Residential over Commercial to be not more than 150' tall
- The Existing Utilities and Easements running along the property line and under the proposed amenities shall be relocated to the front drive along the building front crossing the property from Millifly to the boundary of Lot 10, Block 3 (the adjacent commercial parcel).
- Structured parking shall be provided on the parcel south of Redmond

RS&H
IMPROVING YOUR WORLD

Reynolds, Smith and Hills, Inc.
11011 Richmond Avenue, Suite 700
Houston, Texas 77042
713-914-4433

REGISTERED ARCHITECT
JERRY TIPPES
STATE OF TEXAS
18759

June 22, 2007

Architect of Record: Jerry Tippes, AIA, TX Registration 18759

MITCHELL
M&M
MORGAN

Mitchell & Morgan
511 University Drive East, Suite 204
College Station, Texas 77840
979.280.8583

P12
7-5

07-130
07-134
6-25-07
9:50
KW

Concept Plan: The Concept Plan is intended to be more conceptual in nature and has not been reviewed for overall site plan compliance.

The existing hotel tower will remain and be refurbished and "re-skinned" for use as a student dormitory. That structure is currently 5 stories tall and is proposed to remain at this height. A new structure is proposed that will adjoin the existing hotel tower and will contain ground floor commercial and multi-family units above it. The applicant has stated that the proposed building height will not exceed 150 feet.

The Concept Plan shows the relocation of one of the existing driveways to Texas Avenue and eliminating the other. Staff believes that both of these changes are positive for the site and for access management on Texas Avenue. Additional parking is intended to be provided on a near-by site already zoned for apartment use. The City's development regulations permit off-site parking. This will be reviewed in more detail during the site plan process.

The Concept Plan includes amenities that are proposed in an existing Public Utility Easement. The applicant intends to relocate the existing utilities and request abandonment of the easement to allow for the amenities to be constructed. Bike trails are proposed on site that may connect to a future hike and bike system.

The applicant has requested to vary from the Non-residential Architectural Standard that requires parking pods – additional parking islands to create separate and distinct parking areas. This request has been made in order to provide more parking for commercial tenants.

Review Criteria: The Unified Development Ordinances provides the following review criteria for PDD and P-MUD Concept Plans:

1. The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area;
2. The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section;
3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development;
4. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association;
5. The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities;
6. The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity; and
7. The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area.

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 26th day of July, 2007

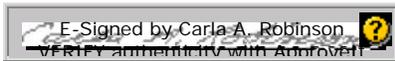
APPROVED:

MAYOR

ATTEST:

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 C-1 General Commercial to P-MUD Planned Mixed-Use District and A-O Agricultural Open and shown graphically in Exhibit "B":

Tract I: 3.853 acres from C-1 General Commercial to P-MUD Planned Mixed-Use District:

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE J. E. SCOTT LEAGUE, ABSTRACT NO. 50, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF THE COMMUNITY SHOPPING CENTER (RESERVED) TRACT, REDMOND TERRACE, FIRST INSTALLMENT, ACCORDING TO THE PLAT RECORDED IN VOLUME 188, PAGE 295 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 3.965 ACRES AS DESCRIBED BY A DEED TO BRIGHT LIGHT CORPORATION RECORDED IN VOLUME 1375, PAGE 284 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A ½ INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF TEXAS AVENUE (VARIABLE WIDTH R.O.W.) MARKING THE MOST EASTERLY NORTH CORNER OF SAID 3.965 ACRE TRACT AND THE EAST CORNER OF LOT 1, BLOCK 7, REDMOND TERRACE, FIRST INSTALLMENT ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 345, PAGE 711 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 50° 17' 31" E ALONG THE SOUTHWEST LINE OF TEXAS AVENUE FOR A DISTANCE OF 398.55 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE NORTH CORNER OF A CALLED 0.364 ACRE TRACT AS DESCRIBED BY A DEED TO BKXL PARTNERS NO. 2 LTD. RECORDED IN VOLUME 7207, PAGE 27 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 39° 29' 18" W ALONG THE COMMON LINE OF SAID 3.965 ACRE TRACT AND SAID 0.364 ACRE TRACT FOR A DISTANCE OF 99.98 FEET TO A ½ INCH IRON ROD FOUND MARKING THE WEST CORNER OF SAID 0.364 ACRE TRACT;

THENCE: S 50° 08' 13" E CONTINUING ALONG THE COMMON LINE OF SAID 3.965 ACRE TRACT AND SAID 0.364 ACRE TRACT FOR A DISTANCE OF 9.99 FEET TO A ½ INCH IRON ROD FOUND MARKING THE NORTH CORNER OF LOT 10, BLOCK 3, REDMOND TERRACE, FIRST INSTALLMENT (PLAT 188/295);

THENCE: S 39° 49' 57" W ALONG THE COMMON LINE OF SAID 3.965 ACRE TRACT AND SAID LOT 10 FOR A DISTANCE OF 125.71 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF LOT 9 AND LOT 8, BLOCK 3, AND THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 70° 00' 52" W ALONG THE COMMON LINE OF SAID 3.965 ACRE TRACT AND SAID LOT 8 FOR A DISTANCE OF 470.37 FEET TO A POINT MARKING THE EXTENSION OF THE NORTHEAST LINE OF A 45.00 FOOT WIDE CHANNEL EASEMENT (PLAT 188/395);

THENCE: N 50° 42' 29" W THROUGH SAID 3.965 ACRE TRACT AND ALONG THE NORTHEAST LINE OF SAID CHANNEL EASEMENT AND THE EXTENSION THEREOF FOR A DISTANCE OF 165.00 FEET TO A POINT ON THE SOUTHEAST LINE OF MILLIFF ROAD MARKING THE MOST WESTERLY CORNER OF THIS HEREIN DESCRIBED TRACT;

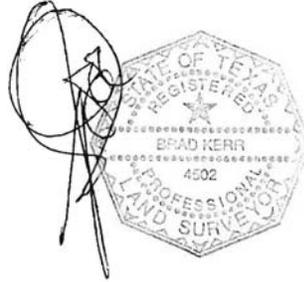
THENCE: N 39° 33' 32" E ALONG THE SOUTHEAST LINE OF MILLIFF ROAD FOR A DISTANCE OF 235.90 FEET TO A ½ INCH IRON ROD FOUND MARKING THE WEST CORNER OF LOT 2, BLOCK 7, REDMOND TERRACE, FIRST INSTALLMENT ADDITION (PLAT 345/711);

THENCE: S 50° 10' 47" E ALONG THE COMMON LINE OF SAID 3.965 ACRE TRACT AND SAID LOT 2, BLOCK 7, FOR A DISTANCE OF 200.05 FEET TO A POINT IN THE CORNER OF AN EXISTING CONCRETE RETAINING WALL MARKING THE SOUTH CORNER OF THE AFOREMENTIONED LOT 1, BLOCK 7;

THENCE: N 39° 35' 17" E ALONG THE COMMON LINE OF SAID 3.965 ACRE TRACT AND SAID LOT 1, BLOCK 7, FOR A DISTANCE OF 150.14 FEET TO THE **POINT OF BEGINNING** CONTAINING 3.853 ACRES OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND MAY, 2007. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

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Tract II: 0.104 acres from C-1 General Commercial to A-O Agricultural Open:

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE J. E. SCOTT LEAGUE, ABSTRACT NO. 50, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF THE COMMUNITY SHOPPING CENTER (RESERVED) TRACT, REDMOND TERRACE, FIRST INSTALLMENT, ACCORDING TO THE PLAT RECORDED IN VOLUME 188, PAGE 295 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 3.965 ACRES AS DESCRIBED BY A DEED TO BRIGHT LIGHT CORPORATION RECORDED IN VOLUME 1375, PAGE 284 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A ½ INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF MILLIFF ROAD (50' R.O.W.) MARKING THE MOST WESTERLY NORTH CORNER OF SAID 3.965 ACRE TRACT AND THE WEST CORNER OF LOT 2, BLOCK 7, REDMOND TERRACE, FIRST INSTALLMENT ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 345, PAGE 711 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 39° 33' 32" W ALONG THE SOUTHEAST LINE OF MILLIFF ROAD FOR A DISTANCE OF 235.90 FEET TO A POINT ON THE NORTHEAST LINE OF A CALLED 45.00 FOOT WIDE CHANNEL EASEMENT (PLAT 188/295) MARKING THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

THENCE: S 50° 42' 29" E THROUGH SAID 3.965 ACRE TRACT AND ALONG THE NORTHEAST LINE OF SAID CHANNEL EASEMENT AND THE EXTENSION THEREOF FOR A DISTANCE OF 165.00 FEET TO A POINT ON THE COMMON LINE OF SAID 3.965 ACRE TRACT AND LOT 3, BLOCK 3, REDMOND TERRACE, FIRST INSTALLMENT, (PLAT 188/295), FOR REFERENCE A 5/8 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID 3.965 ACRE TRACT BEARS: S 70° 00' 52" E FOR A DISTANCE OF 470.37 FEET;

THENCE: N 70° 00' 52" W ALONG THE COMMON LINE OF SAID 3.965 ACRE TRACT AND SAID BLOCK 3 FOR A DISTANCE OF 134.44 FEET TO A POINT MARKING AN ANGLE POINT IN THE NORTHEAST LINE OF LOT 1A, BLOCK 3, REDMOND TERRACE, FIRST INSTALLMENT, ACCORDING TO THE PLAT RECORDED IN VOLUME 1794, PAGE 73 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 52° 07' 53" W ALONG THE COMMON LINE OF SAID 3.965 ACRE TRACT AND SAID LOT 1A FOR A DISTANCE OF 38.34 FEET TO A POINT ON THE SOUTHEAST LINE OF MILLIFF ROAD MARKING THE WEST CORNER OF SAID 3.965 ACRE TRACT;

THENCE: N 39° 33' 32" E ALONG THE SOUTHEAST LINE OF MILLIFF ROAD FOR A DISTANCE OF 45.40 FEET TO THE **POINT OF BEGINNING** CONTAINING 0.104 OF AN ACRE OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND MAY, 2007. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
 REGISTERED PROFESSIONAL
 LAND SURVEYOR No. 4502

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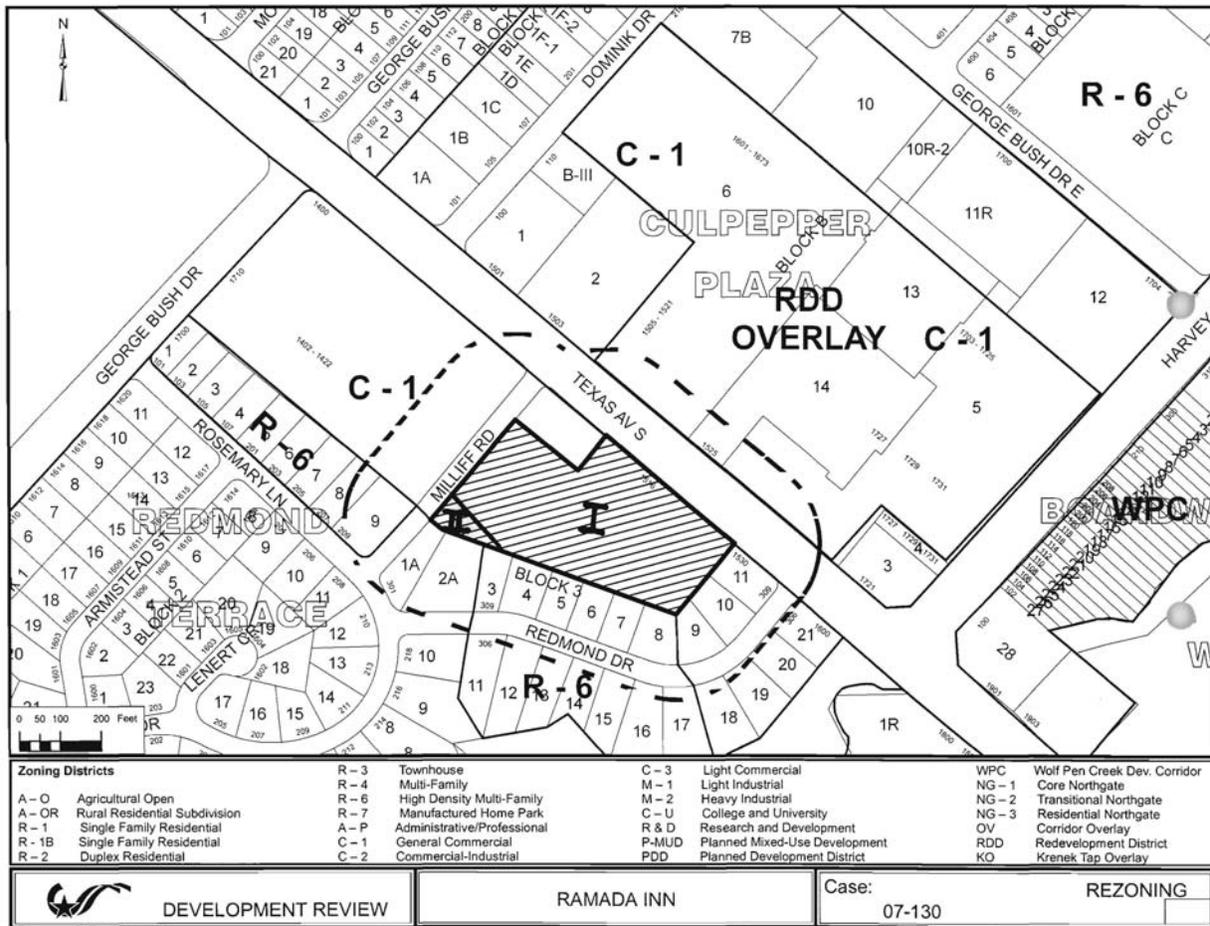
Statement of Purpose & Intent:

To redevelop the site into an urban mixed-use development with the mix of uses consisting of retail, restaurants, office and residential attached housing.

Meritorious Modifications Approved with Zoning:

A waiver to the requirements under the Non-Residential Architectural Standards for parking lots with greater than one hundred twenty (120) parking spaces as set out in Section 7.9.7.b of the Unified Development Ordinance.

EXHIBIT "B"



July 26, 2007
Regular Agenda Item
Recommendations for Revisions to the Parkland Dedication Ordinance

To: Glenn Brown, City Manager

From: Steve Beachy, Director of Parks & Recreation

Agenda Caption: Public hearing, presentation, possible action, and discussion regarding recommendations related to changes in an ordinance amending CHAPTER 9, "SUBDIVISIONS" 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.

Recommendation(s): The Parks & Recreation Advisory Board and the Planning & Zoning Commission worked jointly to develop the recommendations in this presentation.

A staff recommendation will be presented at the meeting.

Summary: These recommendations were developed by a joint committee formed in January, 2006 composed of representatives from the Parks & Recreation Advisory Board and the Planning & Zoning Commission. The recommendations for these changes to the ordinance have been reviewed by the Legal Staff. Public input has been obtained through a focus group meeting on February 9, 2007. In addition, a special meeting of the Parks and Recreation Advisory Board was conducted on February 22, 2007 with presentations by staff and Brett Keast regarding potential revisions to the comprehensive plan and the parkland dedication ordinance.

The Parkland Dedication ordinance provides a means to acquire and develop neighborhood parks. The funds are generated by the development of new residential units and must be used for neighborhood park acquisition or development within a prescribed service area as defined by Parks Zones.

The ordinance requires a three year review period and the most recent changes were approved in December, 2005. However, the fees were not reviewed at that time. The current fees were adopted on January 24, 2002 and are based upon an estimated land price of \$20,000 per acre and a park development cost of \$300,000 per each neighborhood park. The cost of both of these components has increased since 2002.

The standards for neighborhood and community parks are defined in the attached **Section IV: Recreation, Park & Open Space Master Plan** which was approved in 2003.

The two key policy issues to consider at this time are:

- 1) What level of service will be provided to new residential areas?**
- 2) Who will pay for those services?**

The need for this discussion is based upon three factors: the current cost of land; the cost of park development; and the estimated population growth for the City of College Station. The recommendations for changes to the ordinance include the following key items:

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

Budget & Financial Summary: The current fees are \$556 per single family dwelling unit and \$452 per multifamily dwelling unit. The recommendations for revised fees would increase them to at least \$1,782 for single family dwelling units and \$1,448 for multifamily dwelling units. The fees could be more if the affected land values exceed \$20,000/acre.

Attachments:

1. Recommendations for Revisions to the Parkland Dedication Ordinance
2. SECTION IV: Area and Facility Concepts and Standards; Recreation, Park & Open Space Master Plan (Adopted June 12, 2003)
3. Minutes of Feb 9, 2007 meeting
4. Minutes of Feb 22, 2007 meeting
5. Proposed Ordinance

**PROPOSED SUBCOMMITTEE RECOMMENDATIONS
PARKLAND DEDICATION ORDINANCE REVISIONS
JULY 2006**

The Parkland Dedication Ordinance states that its fee structure should be revised every three years. The last fee revision was approved in January, 2002.

In January, 2006, a joint subcommittee was formed to make recommendations for new revisions. The subcommittee was comprised of three Parks & Recreation Advisory Board members, three Planning & Zoning Commission members, a representative of the Greenway's Council, and a representative active in the development field.

The subcommittee recommends that three primary revisions be incorporated into the Park Land Dedication Ordinance:

- 1. The basis for establishing the value of land should be changed from a fixed amount (\$20,000 in the current Ordinance) to the appraised fair market value of the land.**
- 2. The fee for neighborhood park development should be increased to reflect the increases in development costs that have occurred since the last revision.**
- 3. The ordinance should be extended to include the cost of providing basic community park infrastructure as well as the cost of neighborhood parks.**

The following commentary is included as background material for the proposed ordinance revisions.

BACKGROUND REGARDING PROPOSED REVISIONS

The Principle of the Land Dedication Ordinance

The land dedication requirement may be viewed as a type of user fee. The intent is that the cost of new parks should be paid for by the landowner, developer or new homeowners who are responsible for creating the need for new park amenities, rather than raising taxes on existing community residents to pay for these amenities.

Neighborhood and community parks are designed to serve only those people in the area proximate to them. Thus, park amenities of this type in newly developing parts of the city make no positive contribution to the quality of life for existing residents, suggesting there is no reason why they should be asked to raise their taxes to pay for them.

The Legal Parameters which guide Park Dedication requirements.

The legal parameters were effectively codified by two decisions handed down by the U.S. Supreme Court. The two cases are *Nollan v California Coastal Commission (1987)* and *Dolan v City of Tigard (1994)*.

The *Nollan* decision confirmed the “required nexus” role which requires there be a rational nexus (close geographical connection) between the demand stemming from a development and park amenities developed with resources provided by the developer. This criterion is met in College Station by the city establishing 16 park planning zones. The proposed revised ordinance specifies “fees paid...must be used only for development or acquisition of neighborhood and community parks located within the same Zone as the development.”

The *Dolan* decision governs the amount of land dedication that communities can require developers to provide. The Supreme Court ruled there must be a “rough proportionality” between the requirements imposed on a developer and the needs projected to be forthcoming from the development. The most widely used and accepted approach to meeting the “rough proportionality” criterion is to assume that new residents will require the same level of service as existing residents in the community. This approach has been used to calculate the dedication requirement in the proposed revised ordinance.

Implications of not revising the Dedication requirement.

The population projections for College Station which are the basis for the revised fee calculations used in the ordinance, are shown in Attachment 1. One consequence of the ongoing rapid growth of College Station is the need for future major investment both in new parks land and in new amenities on those lands. The magnitude of this investment is projected in Attachment 2. It shows that based on the city’s best estimate of population

growth in the next 10 years, an investment for neighborhood and community parks of \$26 million will be needed merely to maintain the city's current level of service. This investment **will not increase** the quality of life for existing College Station residents.

Attachment 3 shows that the existing ordinance requirements are likely to raise approximately \$8 million of the \$26 million, leaving a residual of approximately \$18 million to be funded by existing taxpayers over the next 10 years. These costs reflect only “basic” facilities and infrastructure amenities in community parks. Residents will be expected to pay for any active recreation amenities in these community parks, such as athletic fields, swimming pools, tennis courts, recreation centers, etc., through bond referenda. The proposed revised ordinance requirements have been calculated to produce this approximately \$18 million so existing taxpayers do not have to subsidize this growth and be burdened with being taxed to meet these costs.

There appear to be three broad courses of action available to the city:

- (i) Accept a lower level of investment and, thus, a reduction in the prevailing level of neighborhood and community park amenities. This would result in a coincident deterioration in the quality of life offered by the community and, thus, make it more difficult to attract high quality, high paying businesses which would enhance the city's tax base.
- (ii) Leave the existing ordinance requirements unchanged and ask residents to raise their taxes by approximately \$18 million in the next 10 years to retain the current level of service.
- (iii) Implement the recommendations proposed in the revised ordinance so the current level of park amenities can be retained without burdening existing city residents with higher taxes.

Increases in Cost of Services

In the past two decades, many communities have undertaken fiscal impact analyses designed to identify the costs and revenues associated with different types of development (residential, commercial/industrial, farm, forest/open space. A recent review of 98 studies done by over 50 different researchers in 21 different states reported that for every \$1 million received in revenues from residential developments, the median cost to serve them was \$1.16 million. The costs referred to those incurred by all local public taxing entities (e.g. city, county and school district). Among those 98 communities, there was not a single instance where taxes from residential development were sufficient to cover the costs of servicing those residents.

In the early 1990s, Mr. Jim Calloway, who was College Station's Planning Director, informed the council that an analysis he had done indicated the “break-even point” in College Station was approximately \$140,000. That is, homes appraised at a lower amount cost more to service than they generated in taxes, while homes exceeding that value were “profitable” to the community. Given inflation over the past 15 years, this break-even point will now be higher – say \$250,000. (“Empty nesters” are a niche

population cohort for whom the break-even value will be substantially lower because they have no children in public schools).

Thus, even if new development pays the capital costs associated with meeting its need for new park amenities, it is possible that College Station taxpayers will continue to subsidize new development.

ATTACHMENT 1

College Station Population Assumptions:

1. The population estimates and projections used in Attachments 1 and 2 were provided by the Planning and Development Services Department.

There are two sources available for estimating the current population:

- (i) Residential Certificates of Occupancy that are issued by the city each month. This approach estimates the city's current population at 82,337. Development Services notes these "numbers are a pretty high estimate all things considered."
- (ii) The Census Bureau which collects building permit data. This approach estimates the city's current population is 72,186. Development Services believes "they underestimate the growth that's happening here."

Given these parameters, the numbers in Attachments 1 and 2 are based upon a population of 77,000 which is the mid-point between these high and low estimates

2. The Planning and Development Services' estimate of the city's 2015 population are:

Low: 95,000

Medium: 117,000

High: 142,000

The medium projection of 117,000 was used for the calculations in Attachments 1 and 2, suggesting that the increase in the city's population will be 40,000 (117,000 – 77,000) by 2015.

3. The existing ratio between multifamily and single family dwellings is 56:44. Planning and Development Services anticipate that future development is likely to be closer to 50:50. Hence, the 50:50 ratio was used in Attachments 2 and 3.

ATTACHMENT 2

Estimate of 10 Year Capital Cost requirements for Neighborhood and Community Parks (Based on a projected increase of 40,000 population by 2015 while maintaining current levels of service).

New Neighborhood Parks:

- Current level of Service = 1 acre per 276 people
 - $40,000/276 = 145$ acres
 - 145 acres @ \$20,000 per acre \$2,900,000
 - Average park size of 8 acres means 18 new parks @ 576,000 each for improvements. \$10,368,000
- \$13,268,000

New Community Parks:

- Current level of service = 1 acre per 285 people
 - $40,000/285 = 140$ acres
 - 140 acres @ \$20,000 per acre \$2,800,000
 - 4 new parks @ \$2.5 million each for “basic infrastructure” \$10,000,000
- \$12,800,000

Total Estimated Capital Cost for 2006-2015 period \$26,068,000

ATTACHMENT 3

**Revenue projections from Land Dedication Ordinance
(Based upon 40,000 additional population with equal amount of single family & multi-family dwelling units)**

Existing Ordinance Requirements:

Single Family: $20,000/2.80 = 7,142$ Dwelling Units	
7,142 DU x \$556 =	\$3,971,000
Multi family: $20,000/2.25 = 8,890$ Dwelling Units	
8,890 DU x \$452 =	\$4,018,000
Total Revenue	\$7,989,000

Proposed New Ordinance Requirements

Single Family: 7,142 DUs x \$1,782 (859 + 923)	\$12,727,000
Multi Family: 8,890 DUs x \$1,448 (698 + 750)	\$12,878,000
Total Revenue	\$25,605,000

If the proposed new ordinance requirements are not implemented and the existing ordinance requirements are retained, **then College Station residents may be taxed an additional \$17,616,000 in the next 10 years in order to maintain the current levels of park service.**

SECTION IV. AREA AND FACILITY CONCEPTS AND STANDARDS

A. Standards

To determine the appropriate amount and type of park land for College Station, this Master Plan utilizes standards developed by the National Recreation and Park Association (NRPA), an independent, nonprofit organization which is the field's professional organization with a membership of over 23,000. Two of NRPA's publications, the 1983 *Recreation, Park and Open Space Standards and Guidelines*, and the 1996 *Park, Recreation, Open Space and Greenway Guidelines*, were consulted in the preparation of area and facility concepts and standards for College Station. As described below, NRPA's 1983 publication included specific acreage recommendations for various types of parks, although its 1996 guidelines encouraged more flexibility in both size and design in line with unique local factors and desires.

B. Local Adaptation ~ Influences

The city government is the primary provider of parks and public open space in College Station. Park and open space needs are most heavily influenced by the expectations of College Station residents for high quality park services, although the location of Texas A&M University within city limits, the availability to the general public of park and recreation facilities owned by the College Station Independent School District, and the city's immediate proximity to the City of Bryan, are also important factors. Residential and traffic patterns, road access, convenience, and the availability of land also impact the city's provision of park land.

Many of the park, recreation, and open space needs of Texas A&M students, faculty, and staff are met on campus via ballfields, sports courts, a new recreation center, and passive open spaces. The University also operates Hensel Park within city limits, which is a joint-use facility for students and College Station residents. However, it cannot be assumed that all of the university-related park and open space needs are being met on campus due to the distribution of university students, faculty, and staff throughout the area, and the demand for organized athletic leagues within the city.

The proximity of College Station to the City of Bryan also impacts the provision of park, recreation, and open space services and facilities in College Station. Evidence from registrations in College Station's sports leagues suggests that many of the park and recreation needs of Bryan residents are not being met by their city government, and some are choosing to utilize facilities and services available in College Station. This potential impact of Bryan residents, however, is not considered to be as significant as the impact of Texas A&M students, faculty, and staff.

C. Area and Facility Concepts

NRPA's classification table for park, open spaces, and pathways has been adapted to reflect the existing inventory of park property in College Station and anticipated future needs. The categories of parks, open space, and pathways which are applicable to College Station are:

Mini-park. A mini-park is used to address limited, isolated, or unique recreational needs. Many school and church playgrounds often serve as de facto mini-parks. NRPA recommends that mini-parks be between 2,500 square feet and one acre in size, although technically, any park smaller than five acres would be considered a mini-park. The City of College Station currently has six developed mini-parks totaling 10.87 acres and one undeveloped park at 3.21 acres (see **Table 4, page IV-3**). However, the Parks and Recreation Board has established a policy not to develop mini-parks under five acres in the future. Almost all of these parks were created by dedications from developers and the limited use and effectiveness of parcels under five acres does not justify the costs associated with their maintenance and operations. As such, unless circumstances warrant otherwise, no parks under five acres will be established in the future.

Neighborhood Park. This category serves as the recreational and social focus of a neighborhood, permitting both active and passive uses. NRPA recommends that neighborhood parks should be a minimum of five acres, with five to ten acres optimal. College Station currently has 26 neighborhood parks totaling 233.82 acres (see **Table 4, page IV-3**). Because the city's policy is to provide for activities that focus on youth and families (such as soccer, softball, and baseball, which necessitate large playing fields), neighborhood parks in College Station are generally 5 to 15 acres in size.

Community Park. Community parks focus on meeting community-based recreation needs, as well as preserving unique landscapes and open spaces. In serving multiple neighborhoods, they provide many of the same types of facilities as neighborhood parks with the possible addition of swimming pools and community centers. While NRPA acknowledges that the size of community parks should be determined by desired usage, in general they should be between 30 and 50 acres. College Station currently has eight community parks totaling 283.95 acres - Central, Bee Creek, Hensel, Thomas, Southwood, Tarrow, Wolf Pen Creek, and Southeast (see **Table 4, page IV-3**). Southeast Park, the newest community park of 62 acres, was purchased in 2001 to serve the future needs of south College Station. In general, community parks in the city will be 40-50 acres and serve one park zone.

Regional Natural Park. Regional parks serve entire cities or regions. Activities available in regional parks may include picnicking, boating, fishing, swimming, camping, trail use, golfing, etc. Regional parks tend to be large (over 200 acres) and because of their nature, are usually not figured into the "core" park land provided by a city. College Station currently has one, 515.5-acre natural area, regional park site - Lick Creek Park (see **Table 4, page IV-3**). Of note, there are no state or national parks within a twenty-mile radius of the city.

Regional Athletic Park. Athletic or sports complexes typically consolidate heavily programmed athletic facilities for activities such as softball, baseball, and soccer into a few strategically located sites throughout the community. The location of these facilities is important due to the traffic, lighting, and noise that are often associated with them.

TABLE 4*College Station Park System - Classification & Acres*

PARK *	ZONE	MINI	NEIGHBORHOOD	COMMUNITY	REGIONAL
ANDERSON	6		8.94		
BEE CREEK	6			43.50	
BILLIE MADELEY	2		5.14		
BRISON	6		9.20		
BROTHERS POND	5		16.12		
CASTLEGATE	13		4.35		
CENTRAL	3			47.20	
CY MILLER	3	2.50			
EASTGATE	2	1.80			
EDELWEISS	5		12.30		
EDELWEISS GARTENS**	10		7.74		
EMERALD FOREST	8		4.59		
GABBARD	6		10.70		
GEORGIE K. FITCH	5		11.30		
HENSEL (TAMU)*	1			29.70	
JACK & DOROTHY MILLER	5		10.00		
LEMON TREE	6		15.40		
LICK CREEK**	11				515.5
LION'S	2	1.50			
LONGMIRE	5		4.16		
LUTHER JONES	6	1.80			
MERRY OAKS	2		4.60		
OAKS	2		7.50		
PARKWAY	2	1.90			
PEBBLE CREEK	11		10.20		
RAINTREE	4		13.00		
RICHARD CARTER	2		7.14		
SANDSTONE	8		15.21		
SHENANDOAH**	10		12.10		
SOUTHEAST**	9			62.00	
SOUTHWEST**	6		4.78		
SOUTHWOOD	5			44.70	
STEEPLECHASE**	5		9.0		
THOMAS	2			16.10	
UNIVERSITY**	2		10.20		
VETERANS	4				150.00
W.A. TARROW	6			21.26	
WESTFIELD**	10		4.29		
WINDWOOD	4	1.37			
WOLF PEN CREEK	3			19.49	
WOOD CREEK	8		6.60		
WOODLAND HILLS**	9	3.21			
WOODWAY**	7		9.26		
TOTAL ACRES		14.08	233.82	283.95	665.50
UNDEVELOPED (10 Park Sites)		3.21	57.37	62.00	515.50
DEVELOPED (33 Parks)		10.87	176.45	221.95	150.00
TOTAL PARK ACRES = 1,197.35		DEVELOPED = 559.27		UNDEVELOPED = 638.08	
OTHER SITES: Cemetery - 18.5 Acres and Conference Center - 2.3 (both in Zone 6) = 20.8 Acres					

** Texas A&M ownership ** Undeveloped sites (2002) See Map C, page I-12, for location of parks.*

Southwood Athletic Park, a community park located in Zone 5, is College Station's first developed athletic complex, however, funds were provided in a 1995 bond election to purchase 150 acres for a regional athletic park. In August 1998, a site located east of Highway 6 bypass and between State Highway 30 and Farm to Market Road 60 (see page I-9) was purchased for the new complex. In November 1998, the City Council approved "Veterans Park and Athletic Complex" as the official name of this new site. In the 1998 bond issue, voters approved \$2.038 million for the first phase of development. Additional funding approved by the City Council allowed the development of six soccer fields and two softball fields. The construction was completed in the fall of 2002, with use to begin in 2003. Future phases have been identified and with implementation determined by the athletic needs of the community and funding availability.

Recreation & Community Centers. Recreation and Community Centers typically provide facilities for a range of recreation needs, such as gymnasiums, group activity rooms, and swimming pools. College Station currently has one 27,200 square foot recreation/community center (Lincoln Center), which is utilized for youth activities and programmed indoor sport recreational programs. In addition, the Parks and Recreation Department inventory includes a Conference Center and a 4,000 square foot Teen Center. The city government intends to continue its existing policy of utilizing multi-purpose buildings at schools for public indoor recreation programs, but may need to provide additional public recreation centers in the future as the city expands.

Greenways. Greenways tie park system components together to form a continuous park environment. As such, their size varies considerably depending on the terrain and distance between park segments. College Station has developed a Greenways Master Plan for the identification and use of selected portions of the 100-year floodplain and other areas to provide linkages between parks, schools, homes, and businesses. In 1998, \$3.64 million was approved in a bond election to begin acquisition of greenways throughout the city. The Greenways Master Plan was illustrated in **Map D (page I-10)**.

Facilities. Park, recreation, and open space facilities include play units, sand volleyball courts, basketball courts, tennis courts, swimming pools, recreation centers, teen centers, baseball fields, adult and youth softball fields, adult and youth soccer fields, football fields, pavilions, gazebos/shelters, ponds, jogging/walking trails, exercise stations, and nature trails. A complete inventory and description of these facilities is included in **Section V**.

D. Area Guidelines and Standards

NRPA's 1996 guidelines shifted away from setting park land dedication standards, preferring instead to recommend flexibility in order to accommodate the unique circumstances and situations that can and do arise in every community.¹ As a result of policy reviews and public dialogue carried out in connection with the development of this Master Plan, a number of changes have been made in the park, recreation, and open space standards described in the city's 1997 Comprehensive Plan. For example, as indicated above, College Station's Parks

¹Mertes, J.D., and Hall, J.R. (1996). Park, Recreation, Open Space and Greenway Guidelines. National Recreation and Park Association, p. 53.

and Recreation Board has decided that parks less than five acres (mini-parks) will generally not be created.

Neighborhood Parks. Established principally through the Land Dedication Ordinance, neighborhood parks are an important priority for the city due to existing residential development patterns. After considering a wide range of information and public input concerning the development of this Master Plan, the Parks and Recreation Board established a standard of 3.5 acres per 1,000 population for neighborhood parks. This was formalized through the council approval of the revised ordinance in 1998. The ordinance was reviewed and revised in January 2002, and still uses the standard adopted in 1998. Based upon the current 247.90 acres, (this includes mini-parks) the existing ratio is slightly higher at 4.16 acres per 1,000 population (**see Section VI**), and residents have indicated that they are satisfied (**see Table 3, page III-4**).

Community Parks. Also as a result of the Master Plan process, the Parks and Recreation Board has established a standard of 3.5 acres per 1,000 population for community parks. Based upon the current 283.95 acres, the existing ratio is 4.76 acres per 1,000 population, and residents have indicated their satisfaction with it. Combined with neighborhood parks, the total ratio of neighborhood plus community parks per 1,000 population is therefore 8.92 acres, which falls within NRPA's previous recommendation of 6.25 to 10.5 acres of park land per 1,000 population.² College Station's goal is to provide one community park within each of the sixteen park zones.

Some existing community parks in College Station serve neighborhood as well as community recreational needs due to their location and facilities. Likewise, some community needs, such as practice fields, are met in the larger neighborhood parks.

Regional Parks/Athletic Complexes. In addition to the Southwood Park Athletic Complex, College Station currently has two regional parks. Lick Creek Park, an undeveloped natural park, and the 150-acre Veterans Park and Athletic Complex. As mentioned previously, the November 1998 bond issue included funds to begin development of these parks. The first phase of development of Veterans Park was completed in fall 2002. Lick Creek Park development is scheduled to begin in 2003.

Recreation/Community Centers. College Station currently has one recreation/community center (Lincoln Center), one conference center that is used for meetings, and a Teen Center. Rather than setting a standard for the provision of these centers, the Parks and Recreation Board intends to continue its existing policy of utilizing multi-purpose buildings at schools for recreation centers. However, due to design and schedule limitations, these frequently do not function as full service recreation facilities. New facilities are needed, for example, east of Texas Avenue and south of Harvey Mitchell Parkway (FM2818) in order to meet current demand. The need for additional recreation/community centers will be assessed on an on-going basis.

Greenways. In College Station, the designation of greenways - a high priority for the next ten years - is driven by flood plain considerations and a desire to maintain a natural

²National Park and Recreation Association (1983). Recreation, Park and Open Space Standards and Guidelines.

environment where possible. Their provision is a resource-driven, as opposed to a standard-based, decision (**see Section VI**). The City Council appointed a special Greenways Implementation Task Force comprised of 11 citizens to develop a master plan for greenways in the community. The Greenways Master Plan, approved by the City Council, defines greenways, identifies current resources, provides a classification system for greenways in College Station, establishes priorities for acquisition, and suggests guidelines for their development and maintenance.

E. Facility Guidelines and Standards

In its 1996 Park, Recreation, Open Space and Greenway Guidelines, NRPA recommends that the provision of park facilities be based upon citizen desires and specific regional needs. In College Station, facility needs are also determined by the city's desire to attract local, state, regional, and national sports tournaments in order to spur economic development.

The provision of some park, recreation, and open space facilities in College Station is standard based. As a point of departure, these standards may be modified according to local needs and desires identified during the development of individual park site plans. The following facilities are typically included in College Station parks:

Neighborhood Parks. Basketball courts, benches, play units, walking paths, shelters, picnic units, trees, and sand volleyball courts.

Community Parks. Basketball courts, tennis courts, restrooms, group pavilions, parking areas, trails, trees, and competition athletic fields.

The provision of other recreation, park, and open space facilities in College Station is demand based, as discussed in **Section VI** of this Master Plan. Specifically, additional competition athletic fields (soccer, softball, baseball, and football), swimming pools, recreation centers, and teen centers will be provided as needed to meet the needs of the resident population and to facilitate economic development by attracting local, state, regional, and national sports tournaments. Additional swimming pools will be provided when demand exceeds capacity, although community parks in new growth areas may include both a swimming pool and a recreation center to meet anticipated needs.

The provision of nature trails is generally resource-based. Nature trails will be developed as part of the city's Greenways Master Plan.

Greenways protect natural habitats and provide pedestrian linkages for residents to travel between neighborhoods, schools, parks, and other key community resources.

The College Station Greenways Master Plan identifies potential greenways, establishes classifications, and lists priorities for acquisition and development. Initial acquisition funding of \$3.5 million was approved by the voters in the 1998 bond election.



AGENDA
Parkland Dedication Focus Group
Planning and Zoning Commission
Parks and Recreation Advisory Board
Comprehensive Plan Advisory Committee
Friday, February 9, 2007
11:00 a.m. to 1:00 p.m.
College Station Conference Center
1300 George Bush Drive, Room 101
College Station, Texas

Members Present: Jodi Warner, Chair; Gary Erwin; John Crompton; Gary Thomas; Kathleen Ireland;

Members Absent: Harry Green; Jody Ford

Staff Present: Steve Beachy, Director,

1. Jodi Warner called to order the meeting of the Parks & Recreation Advisory Board at 11:20 a.m. There was no quorum of the Comprehensive Plan Advisory Committee or the Planning & Zoning Commission, present.
2. One request for absence had been submitted by Jody Ford. Joan Perry moved to approve the absence request. Gary Erwin seconded the motion. All were in favor and the motion passed unanimously.
3. Presentation and discussion regarding recommendations related to changes to the Parkland Dedication Ordinance.

Steve gave a brief presentation (attached) after which the meeting was opened for questions and comments were taken.

Andrew Burleson (CPAC)

Hugh Stearnes

David Hart (CPAC) an incentive for infill and redevelopment – a way to reduce those fees. SB – that has not been considered at this point,

Crompton growth has not

Steve Arden – Edelweiss Estates we need to back off and not focus so much on this issue at this time. 30% of homes built now are built outside city limits. I'm afraid that this increase will increase the driving of potential tax revenue outside the city limits. Not appropriate for new residents to build community parks. Please don't add such a burden that it forces people outside the city limits.

Crompton Issue of community parks has changed. When we were a smaller city. It does make sense that new residents should pay for it and that growth itself. People in northgate are not going to go to southwood –its going to

Larry marriott - concerns over the increase of the dedication but also the build ord implemented in the recent past. These costs keep being passed on it raises the cost of the home.

Jodi W – developed parks increase the cost of a home. Right now fees do not cover the dev of parks. We want to dev these parks on a timely basis. This change will hopefully speed up the cost of development and increase the cost of the home.

When new people move in they do decrease the level of service the current residents receive and should be made to pay for the increase in quality of service. Maybe its okay If it deters people from movinv here it helps retain the qulaity of life.

Tom Taylor

Bo Miles even though the fees are hard to swallow, we do enjoy the parks.

Sb we are playing catch up

Steve arden don't understand why multifamily fee is less than single family – should incur the paying of the fee up front.

David Hart fees single family versus multifamily. Have at least 2 fees for multifamily single family density 2.8 persons per household.

Hugh Lindsay (CPAC)

Hillary Jessup

Joan perry annexation is inevitable.

Thank you adjorn at 12:45 gary moved katleen seconded.



**PARKS AND RECREATION ADVISORY BOARD
MINUTES**

**SPECIAL MEETING
Comprehensive Plan Review
Noon, Thursday, February 22, 2007
The College Station Conference Center
1300 George Bush Drive, Room 105 ♦ College Station, Texas**

Staff Present: Ric Ploeger, Assistant Director and Pamela Springfield ~ Parks and Recreation Department; Lance Simms, Acting Planning & Development Services Director; Jennifer Prochazka, Ken Fogle, Jennifer Reeves, Lindsay Boyer, Molly Hitchcock, and Chrissy Hartl ~ Planning & Development Services Department; Terry Childers, Deputy City Manager

Members Present: Jodi Warner, Chair; Gary Erwin; Harry Green; Shawn Rhodes; Kathleen Ireland; Joan Perry

Staff Absent: John Crompton; Jody Ford; Gary Thomas

Visitors Present: Brett Keast, Kendig Keast Collaborative; Bobby Miksch, Aggieland Automotive; Derek Dictson, Planning & Zoning;

1. **Call to order.** Jodi Warner, Chair, called the meeting to order at 12:04 p.m.
2. **Pardon and possible action concerning requests for absences of members.** Requests for absence had been submitted from three members – John Crompton, Gary Thomas, and Jody Ford. Gary Erwin moved to accept the requests submitted; Shawn Rhodes seconded the motion, and the vote was called. All were in favor and the requests were unanimously approved.
3. **Presentation, possible action, and discussion regarding recommendations related to the Parkland Dedication Ordinance and the Comprehensive Plan.** Eric Ploeger made a brief presentation in order to give Brett Keast, the Comprehensive Plan consultant, an idea of the changes being proposed to the Park Land Dedication Ordinance. Mr. Keast also gave a presentation. He explained that there were alternative ways to accomplish the mission through changes to the zoning/subdivision ordinance, which would embed open space into every development (that would extend to the ETJ, while giving the developer options. Discussion followed.
No action was required on this item.
4. **Adjourn.** Kathleen Ireland made a motion to adjourn the meeting. Gary Erwin seconded the motion. The vote was called. All were in favor and the meeting adjourned at 1:28 p.m.

ORDINANCE NO. __

AN ORDINANCE AMENDING CHAPTER 9, "SUBDIVISIONS" 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 9, "Subdivisions", 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 nine (9) months after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

EXHIBIT "A"

That Chapter 9, "Subdivisions", of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

1. By amending SECTION 10: "Requirements for Park Land Dedication" by deleting the entire section and substituting the following:

SECTION 10: Requirements For Parkland Dedication

10-A Purpose

This section is adopted to provide recreational areas in the form of neighborhood and community park facilities as a function of subdivision and site development in the City of College Station. This section is enacted in accordance with the home rule powers of the City of College Station, granted under the Texas Constitution, and the statutes of the State of Texas, including, but not by way of limitation, Texas Local Government Code Chapter 212 (Vernon 1999; Vernon Supp. 2004-2005) as amended from time to time.

It is hereby declared by the City Council that recreational areas in the form of neighborhood and community parks are necessary and in the public

welfare, and that the only adequate procedure to provide for neighborhood and community parks is by integrating such a requirement into the procedure for planning and developing property or subdivisions in the city, whether such development consists of new construction on vacant land or rebuilding and remodeling of structures on existing residential property.

Neighborhood parks are those parks providing for a variety of outdoor recreational opportunities and located within convenient distances from a majority of the residences to be served thereby. The park zones established by the Parks and Recreation Department and shown on the official Parks and Recreation map for the City of College Station shall be prima facie proof that any park located therein is within such a convenient distance from any residence located therein. The primary cost of neighborhood parks should be borne by the ultimate residential property owners who, by reason of the proximity of their property to such parks, shall be the primary beneficiaries of such facilities.

Community parks focus on meeting community-based recreation needs, as well as preserving attractive landscapes and open spaces. In general they are likely to be 25-70 acres in size and one community park is likely to meet the community-based needs of those residing in one park zone. In serving multiple neighborhoods, community parks provide many of the same facilities as neighborhood parks with the possible addition of amenities that are designed to serve a larger catchment population such as swimming pools and athletic facilities.

Therefore, the following requirements are adopted to effect the purposes stated above and shall apply to any land to be used for residential purposes:

10-B General Requirements

The City Manager or his designee shall administer this Section 10, Requirements for Parkland Dedication with certain review, recommendation and approval authorities being assigned to the Planning and Zoning Commission and the Parks and Recreation Advisory Board as specified herein.

Dedications shall cover both land acquisition and development costs for neighborhood and community parkland for all types of residential development. Dedications shall be based on actual dwelling units for the entire development. Increases or decreases in final unit count prior to final plat will require an adjustment in fees paid or land dedicated. If the actual number of dwelling units exceeds the original estimate additional parkland

shall be dedicated in accordance with the requirements in this Section 10 with the filing of a final plat.

The methodology used to calculate fees and land dedications is attached hereto as Appendix 1 and incorporated and made a part of this ordinance for all purposes.

Fees paid under this Section may be used only for development or acquisition of neighborhood and community parks located within the same Zone as the development.

1. Land Dedication

For residential developments the area of land to be dedicated for neighborhood and community parkland purposes shall be determined by the procedures described in Appendix I.

The total amount of land dedicated for the development shall be dedicated in fee simple by plat:

- a. Prior to the issuance of any building permits for multi-family development,
- b. Concurrently with the final plat for a single phase development,
- c. For a phased development the entire park shall be either platted concurrently with the plat of the first phase of the development or
- d. The developer may provide the City with financial security against the future dedication by providing a bond, irrevocable letter of credit, or other alternative financial guarantee such as a cash deposit in the amount of the appraised value of the parkland.

The amount of the financial guarantee is calculated by multiplying the number of acres of parkland required to be dedicated by the appraised fair market value of an acre of land in the proposed subdivision. As determined by an appraisal that has been prepared no more than six (6) months prior to the master plan application for the proposed subdivision, or preliminary plat if a master plan is not required. The appraised fair market value of an acre of land in the subdivision is calculated by dividing the fair market value of the land in the subdivision by the number of acres in the subdivision. To make this calculation, the subdivider, at his/her expense must show the current fair market value of the land as determined by a qualified real estate appraiser. If the city so elects, it also may

employ a qualified real estate appraiser to determine the current fair market value of the land.

In the case of subdivisions where fewer than twenty (20) dwellings are to be constructed, the records of the tax appraisal district shall be considered to be the current fair market value of the land. However, if either the city or the developer consider the tax appraisal district's valuation of the land to be unacceptable, then the objecting party, at its expense, may employ a qualified real estate appraiser to determine the current fair market value of the land.

The financial guarantee will be released to the developer, without interest, upon the filing of the final plat for the subsequent phase that dedicates the required park land.

2. Fee in Lieu of Land

The amount of the Fee-in-Lieu of Land ("Fee") shall be set at an amount sufficient to cover the costs of the acquisition of neighborhood and community parkland.

A landowner may elect to meet the requirements of Section 10.B.1, in whole or in part, by paying a fee in the amount set forth in Appendix I. Before making this election, for any required dedication greater than three (3) acres, or for any development containing floodplain or greenway, the landowner must:

- a. Obtain a recommendation from the Parks and Recreation Advisory Board, and
- b. Obtain approval from the Planning & Zoning Commission pursuant to the Plat Approval Procedures in Article 3.3 of the Unified Development Ordinance.

For neighborhood or community parkland, the fee shall be calculated using the procedure described in section 10.B.1d to value the land, and the procedure shown in Appendix I to calculate the total amount of the fee which shall be remitted:

- Prior to the issuance of any building permits for multi-family development; or
- Upon submission of each final plat for single family, duplex or townhouse development.

Fees may be used only for acquisition or development of a neighborhood or community park facility located within the same Zone as the development.

The City Manager or his designee is authorized to accept the Fee for dedications of fewer than three (3) acres where:

- There is a sufficient amount of parkland existing in the park zone of the proposed development or
- The proposed dedication is insufficient for a Neighborhood Park site under existing park design standards.

This determination shall be made based on the Recreation, Park & Open Space Master Plan, as amended from time to time.

3. Park Development Fee

In addition to the land dedication, there shall also be a fee established that is sufficient to develop the land to meet the Manual of Neighborhood Park Improvements Standards to serve the zone in which such development is located. This fee and the estimate of community park improvement costs shall be computed as shown in Appendix I. The total fee shall be paid upon submission of each final plat or upon application for a building permit, whichever is applicable.

3. Park Development Option in Lieu of Fee

A landowner may elect to construct the neighborhood park improvements in lieu of paying the Park Development Fee under the following terms and conditions:

- a. A park site plan, developed in cooperation with the Parks and Recreation Department staff, must be submitted to the City Manager or his designee for review. A site plan approved by the Director of Parks and Recreation and Parks and Recreation Advisory Board is required upon submission of each final plat or upon application for a building permit, whichever is applicable.
- b. Within twelve (12) months from the date of said submission or application the landowner shall submit detailed plans and specifications in compliance with the site plan to the City Manager or his designee for review and approval.
- c. All plans and specifications shall meet or exceed the Manual of Neighborhood Park Improvement Standards in effect at the time of the submission.
- d. If the improvements are constructed on land that has already been dedicated to and/or is owned by the City, then the Developer must post Payment and Performance Bonds to guarantee the payment to subcontractors and suppliers and to guarantee Developer completes the work in accordance with the approved plans, specifications, ordinances, other applicable laws and that City has issued a Certificate of Completion for the improvements.
- e. The construction of all improvements must be completed within two (2) years from the date of the approval of the plans and specifications. A final, one-time extension of twelve months may be granted by the Administrator upon demonstration that said improvements are at least 50% constructed.

- f. Completion and Acceptance – Park development will be considered complete and a Certificate of Completion will be issued after the following requirements are met:
 - i. Improvements have been constructed in accordance with the Approved Plans
 - ii. All parkland upon which the improvements have been constructed has been dedicated as required under this ordinance
 - iii. All manufacturer's warranties have been provided for any equipment
- g. Upon issuance of a Certificate of Completion, Landowner warrants the improvements for a period of one (1) year as per the requirements in the Manual of Neighborhood Park Improvements Standards.
- h. The developer shall be liable for any costs required to complete park development if:
 - iv. Developer fails to complete the improvements in accordance with the Approved Plans
 - v. Developer fails to complete any warranty work

4. Reimbursement for City Acquired Parkland

The City may from time to time acquire land for parks in or near an area of actual or potential development. If the City does acquire park land in a park zone, the City may require subsequent parkland dedications for that zone to be in Fee-in Lieu-of-Land only. This will be to reimburse the City for the cost(s) of acquisition. Once the City has been reimbursed entirely for all such parkland within a park zone, this Section shall cease to apply.

10-C Prior Dedication or Absence of Prior Dedication

If a dedication requirement arose prior to enactment of this Section 10, that dedication requirement shall be controlled by the ordinance in effect at the time such obligation arose, except that additional dedication shall be required if the actual density of structures constructed upon property is greater than the former assumed density. Additional dedication shall be required only for the increase in density and shall be based upon the ratio set forth in Section 10.B. (Credit shall be given for land dedicated or fees paid pursuant to prior parkland Ordinance Nos. 690, 983 or 2546.)

10-D Comprehensive Plan Considerations

The Recreation, Park and Open Space Master Plan is intended to provide the College Station Parks and Recreation Advisory Board with a guide upon

which to base its recommendations. Because of the need to consider specific characteristics in the site selection process, the park locations indicated on the Plan are general. The actual locations, sizes, and number of parks will be determined when development occurs. The Plan will also be used to locate desirable park sites before development occurs, and those sites may be acquired by the City or received as donations.

Park Zones are established by the City's Comprehensive Plan, in the Park and Open Space element and are configured to indicate service areas for neighborhood parks. Zone boundaries are established that follow key topographic features such as major thoroughfares, streams, and city limit lines. The Park Zones are shown in Appendix II. Community Park Districts are formed by aggregating multiple Park Zones. These districts are shown in Appendix III.

10-E Special Fund; Right to Refund

1. All parkland fees will be deposited in a fund referenced to the park zone or community park district involved. Funds deposited into a particular park zone fund or community park district may only be expended for land or improvements in that zone or district.
2. The City shall account for all fees-in-lieu-of land paid under this Section with reference to the individual plat(s) involved. Any fees paid for such purposes must be expended by the City within five (5) years from the date received by the City for acquisition and/or development of a neighborhood or community park as defined herein. Such funds shall be considered to be spent on a first-in, first-out basis. If not so expended, the landowners of the property on the expiration of such period shall be entitled to a prorated refund of such sum, computed on a square footage of area basis. The owners of such property must request such refund within one (1) year of entitlement, in writing, or such right shall be barred.

10-F Parkland Guidelines and Requirements

Parks should be easy to access and open to public view so as to benefit area development, enhance the visual character of the city, protect public safety and minimize conflict with adjacent land uses. The following guidelines and requirements shall be used in designing parks and adjacent development.

1. Any land dedicated to the city under this section must be suitable for park and recreation uses. The dedication shall be free and clear of any and all liens and encumbrances that interfere with its use for park purposes. The City Manager or his designee shall determine whether

any encumbrances interfere with park use. Minerals may be reserved from the conveyance provided that there is a complete waiver of the surface use by all mineral owners and lessees. A current title report must be provided with the land dedication. The property owner shall pay all taxes or assessments owed on the property up to the date of acceptance of the dedication by the City. A tax certificate from the Brazos County Tax Assessor shall be submitted with the dedication or plat.

2. Consideration will be given to land that is in the floodplain or may be considered "floodable" even though not in a federally regulated floodplain as long as, due to its elevation, it is suitable for park improvements. Sites should not be severely sloping or have unusual topography which would render the land unusable for organized recreational activities.
3. Land in floodplains or designated greenways will be considered on a two for one basis. Two acres of floodplain or greenway will be equal to one acre of parkland
4. Where feasible, park sites should be located adjacent to greenways and/or schools in order to encourage both shared facilities and the potential co-development of new sites.
5. Neighborhood and community park sites should be adjacent to residential areas in a manner that serves the greatest number of users and should be located so that users are not required to cross arterial roadways to access them.
6. Sites should have existing trees or other scenic elements.
7. Detention / retention areas will not be accepted as part of the required dedication, but may be accepted in addition to the required dedication. If accepted as part of the park, the detention / retention area design must be approved by the City Manager or his designee and must meet specific parks specifications in the Manual of Neighborhood Park Improvements Standards.
8. Where park sites are adjacent to Greenways, Schools existing or proposed subdivisions, access ways may be required to facilitate public access to provide public access to parks.
9. It is desirable that fifty percent (50%) of the perimeter of a park should abut a public street.

10-G Consideration and Approval

Any proposal considered by the Planning and Zoning Commission under this Section shall have been reviewed by the Parks and Recreation Advisory Board or the City Manager or his designee as provided herein, and a recommendation given to the Commission. The Commission may make a decision contrary to the recommendation by a majority vote.

10-H Review of Land Dedication Requirements and Dedication and Development Fee

The City shall review the Fees established and amount of land dedication required at least once every three (3) years. The City shall take into account inflation as it affects land acquisition and park development costs as well as changes in the City's existing level of service. Fees are authorized to be set by resolution of the City Council.

10-I Warranty Required:

All materials and equipment provided to the City shall be new unless otherwise approved in advance by the City Manager or his designee and that all work will be of good quality, free from faults and defects, and in conformance with the designs, plans, specifications, and drawings, and recognized industry standards. This warranty, any other warranties express or implied, and any other consumer rights, shall inure to the benefit of the City only and are not made for the benefit of any party other than the City.

All work not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.

This warranty is in addition to any rights or warranties expressed or implied by law.

Where more than a one (1) year warranty is specified in the applicable plans, specifications, or submittals for individual products, work, or materials, the longer warranty shall govern.

This warranty obligation shall be covered by any performance or payment bonds tendered in compliance with this Ordinance.

Defective Work Discovered During Warranty Period. If any of the work is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this ordinance, the designs, plans, drawings or specifications within one (1) year after the date of the issuance of a certificate of Final Completion of the work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty

required by this ordinance, Developer shall promptly correct the defective work at no cost to the City.

During the applicable warranty period and after receipt of written notice from the City to begin corrective work, Developer shall promptly begin the corrective work. The obligation to correct any defective work shall be enforceable under this code of ordinances. The guarantee to correct the defective work shall not constitute the exclusive remedy of the City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

If within twenty (20) calendar days after the City has notified Developer of a defect, failure, or abnormality in the work, Developer has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by Developer.

The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by Developer, its contractors, or subcontractors or by the surety.

The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all work, equipment, and materials that are part of the improvements made under this section of the ordinance.

APPENDIX I

PROPOSED PARK LAND DEDICATION FEE METHODOLOGY

2006 REVIEW

DRAFT 5/01/06

NEIGHBORHOOD PARK REQUIREMENTS

I. **Land Requirements for Neighborhood Parks**

The current level of service is one (1) acre per 276 people.

2006 Total Population - 77,261.

2.80 Persons per Household (PPH) for Single Family and 2.28 PPH for Multi-Family based on Census information for owner and renter occupied units.

Single Family
276 people / 2.80 PPH = 98 DUs
1 Acre per 98 DUs

Multi-Family
276 people / 2.28 PPH= 121 DUs
1 Acre per 121 DUs

II. **Neighborhood Park Acquisition Costs (Determines Fee in Lieu of Land)**

Illustrative One (1) acre costs \$20,000 to purchase. (The actual cost is based on the current fair market value of the land.)

Single Family
\$20,000 /98 DUs = \$204 per DU

Multi-Family
\$20,000 / 121 DUs = \$165 per DU

III. **Neighborhood Park Development Costs (Determines Fee for Development)**

- The cost of improvements in an average Neighborhood Park in College Station is \$576,000.^a
- One Neighborhood Park serves 2,207 people, based on a total city population of 77,261 being served by 35 parks (count includes neighborhood parks and 6 mini parks).
- It costs \$234 per person to develop an average intergenerational neighborhood park.

Single Family
\$234 x 2.80 PPH = \$655 per DU

Multi-Family
\$234 x 2.28 PPH = \$533 per DU

IV. **Total Neighborhood Park Fee (Illustrative: (This will vary according to the current value of the tract of land.))**

Single Family
\$204 + \$655 = **\$859**

Multi-Family
\$165 + \$533 = **\$698**

COMMUNITY PARK REQUIREMENTS

I. Land Requirements for Community Parks

The current level of service is one (1) acre per 285 people.

2006 Total Population – 77,261

2.80 Persons per Household (PPH) for Single Family and 2.28 PPH for Multi-Family based on Census information for owner and renter occupied units.

<u>Single Family</u>	<u>Multi-Family</u>
285 people / 2.80 PPH = 101 DUs	285 people / 2.28 PPH= 125 DUs
1 Acre per 101 DUs	1 Acre per 125 Dus

II. Community Park Acquisition Costs (Determines Fee in Lieu of Land)

(Illustrative) One (1) acre costs \$20,000 to purchase. (The actual cost is based on the current fair market value of the land.)

<u>Single Family</u>	<u>Multi-Family</u>
\$20,000 / 101 DUs = \$198 per DU	\$20,000 / 125 DUs = \$160 per DU

III. Community Park Development Costs (Determines Fee for Development)

- The cost of providing basic infrastructure improvements in an average Community Park in College Station is \$2.5 million.^b
- One Community Park serves 9,658 people, based on a total City population of 77,261 being served by eight (8) community parks.
- It costs \$259 per person to develop an average community park.

<u>Single Family</u>	<u>Multi-Family</u>
\$259 x 2.80 PPH = \$725 per DU	\$259.00 x 2.28 PPH = \$590 per DU

IV. Total Community Park Fee (Illustrative: This will vary according to the current fair market value of the tract of land.)

<u>Single Family</u>	<u>Multi-Family</u>
\$198 + \$725 = \$923	\$160 + \$590 = \$750

Footnote a
NEIGHBORHOOD PARK COST ESTIMATES WINTER 2005

1. Basketball Court	\$35,000
2. 6' Sidewalk @ \$5.00 per SF x 4000 LF	\$120,000
3. Handicap Accessible Ramp x 2	\$2,000
4. Bridge (Average 30')	\$30,000
5. Picnic Unit (slab, table, trash can, grill) @ \$3,000 x 2	\$6,000
6. Shelter & Slab (2 picnic tables w/trash cans)	\$34,000
7. Area Lights (12' ht.) @ \$3,000 x 20	\$60,000
8. 2' x 8' Park Sign (Cylex) and Keystone Planter Bed	\$4,000
9. Benches (painted steel) with slab @ \$2,000 x 4	\$8,000
10. Bicycle Rack	\$1,000
11. 50 Trees (30-45 gal. installed) w/Irrigation @ \$350	\$17,000
11. Lawn Irrigation (average area)	\$3,000
12. Drinking Fountain (concrete - handicap accessible, dual height, dog dish)	\$7,500
13. Water Meter 1.5"	\$1,000
14. Electric Meter/Panel	\$2,000
15. Finish Sodding, Grading & Seeding	\$3,000
16. Drain Lines @ \$15 LF (Average 100')	\$1,500
17. Swing Set w/Rubber & Gravel Mix	\$10,000
18. Playground w/Concrete base & Rubber Surfacing	\$50,000
19. Playground Shade Cover	\$15,000
20. Galvanized Fence @ \$35 LF 2,500'	\$87,500
21. Pond	\$30,000
	Sub Total
	\$469,500
	10% Contingency
	\$46,950
	Total
	\$516,450

Footnote b
COMMUNITY PARK PLANNING GUIDELINES
May 2006

A typical community park in College Station is designed to serve the needs of residents from several neighborhoods located within a one half to three miles radius. These parks are generally 25 to 70 acres in size. However, larger and smaller community parks may be developed to meet specific requirements of a particular area of town.

Community parks, by their nature, serve both active and passive leisure needs of the residents. The acquisition and development of the "basic" infrastructure and facilities for the passive usage of these community parks is based upon the demand from new residents and should be addressed through the Parkland Dedication Ordinance requirements.

The development of facilities for active use programs, such as swimming pools, sports complexes, recreation centers and other similar improvements are the responsibility of the entire community. These facilities should be developed with specific funding approval through general obligation bond elections or City Council approved authorizations as needed.

The "basic" infrastructure and facilities in a typical College Station community park are likely to be:

Playground Areas w/shade covers	\$ 120,000
Group picnic pavilion with restrooms	\$ 750,000
Concrete walking trails, lights, benches, fountains (per mile)	\$ 500,000
Picnic tables, trash receptacles and furnishings	\$ 50,000
Lighted tennis courts (two)	\$ 140,000
Lighted basketball court	\$ 50,000
Roads and parking (200 spaces)	\$ 500,000
Landscape improvements	\$ 250,000
<u>Design Fees</u>	<u>\$ 140,000</u>
TOTAL PLANNING ESTIMATE	\$2,500,000

Each community park varies in size, design and facilities based upon the needs of the residents. These guidelines are developed to serve as a base line for planning future community parks for College Station.

**July 26, 2007
Regular Agenda**

Discussion and Possible Action on the Gameday Agreement and Project

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Discussion and possible action on the existing Economic Development Agreement (EDA) with Gameday Centers Southeastern, L.L.C.

Recommendation(s): N/A

Summary: This item is still being developed and will be delivered to the City Council at, or prior to, the meeting.

Budget & Financial Summary: N/A

Attachments: