



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

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

**Agenda**  
**College Station City Council**  
**Regular Meeting**  
**Thursday, May 08, 2008 at 7:00 PM**  
**City Hall Council Chamber, 1101 Texas Avenue**  
**College Station, Texas**

Pledge of Allegiance, Invocation, Consider absence request  
Presentation to the College Station City Council by Tyler Koch, Speaker of the TAMU Student Senate and Darrek Ferrell, Chairman of the External Affairs Committee.

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

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

**Consent Agenda**

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

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

a. Presentation, possible action, and discussion of minutes for City Council regular meeting, April 24, 2008.

- b. Presentation, possible action, and discussion concerning amending the City Internal Auditor's annual audit plan.
- c. Presentation, possible action, and discussion concerning consideration of a resolution for public involvement in roadway capital improvement projects.
- d. Presentation, possible action, and discussion regarding a Reciprocal Right-of-Way and Access Easement Agreement with Crescent Pointe, Ltd. and the Texas A&M System.
- e. Presentation, discussion, and possible action terminating a Professional Services Contract with Hidell Associates – Architects for the design of the improvements necessary to complete the second floor of the Municipal Court Building.
- f. Presentation, possible action, and discussion on a Resolution of the City Council of College Station, Texas, approving an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) to design and construct additional lanes on State Highway 30 from 4.20 miles west of F.M. 244 to 4.63 miles west of F.M. 244 and adjacent to the BVSWMA Twin Oaks Landfill site for the purpose of providing safe ingress and egress from said facility in an amount not to exceed \$656,750.
- g. Presentation, possible action and discussion regarding the approval of a resolution approving equipment expenditures in the amount of \$115,996 for the Communications Trailer and a Radio Control Assembly for the Remotec Bomb Robot.
- h.: Presentation, possible action and discussion regarding the approval of a resolution approving redistribution of Homeland Security Funds from the Live Scan project to the TDEx Implementation Project in the amount of \$9,718.03.
- i. Presentation, possible action and discussion regarding the approval of a resolution approving the 2006 Grant Adjustment Notice dated April 9, 2008, closing out the 2006 State Homeland Security Program Grant.
- j. Presentation, possible action, and discussion ratifying a change order to Contract #06-060 in the amount of \$36,803.14 to Knife River Inc, (formerly Young Contractors, Inc.) for construction work associated with West Park Rehabilitation Project.
- k. Presentation, possible action, and discussion ratifying Change Order No. 3 to the construction contract (Contract No. 06-048) with Austin Filter Systems, Inc. in the amount of \$61,430.50.
- l. Presentation, possible action, and discussion to approve a Change Order for the FM 2818/Welsh Pedestrian Improvements Project in the amount of \$63,885.57. This Change Order decreases the contract amount.

### **Regular Agenda**

Individuals who wish to address the City Council **on a regular agenda item not posted as a public hearing** shall register with the City Secretary prior to the Mayor's reading of the agenda item. The Mayor will recognize you to come forward to speak for or against the item. The speaker will state

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

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

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

1. Public hearing, presentation, possible action and discussion on a rezoning from PDD Planned Development District to PDD Planned Development District to amend the Concept Plan related to buffer fence requirements for 10 lots on 3.208 acres located at 1201, 1203, 1205, 1207, 1209, 1211, 1213, 1215, 1217, and 1219 Ebbtide Cove, generally located southwest of the intersection of State Highway 6 and Nantucket Drive.
2. Public hearing, presentation, possible action, and discussion on an ordinance amending the Land Use Plan element of the Comprehensive Plan Single-Family Residential Medium Density to Office for 14.15 acres located at 3690 & 3695 Longmire Drive, and more generally located along both the east and west sides of Longmire Drive, south of the intersection of Longmire Drive and Bridle Gate Drive.
3. Public hearing, presentation, possible action, and discussion on an ordinance amending the Land Use Plan element of the Comprehensive Plan from Single-Family Residential Medium Density to Single-Family Residential High Density for 3 acres at 3072 Rock Prairie Road West, generally located west of the intersection of Rock Prairie Road West and Wellborn Road.
4. Public hearing, presentation, possible action, and discussion on an ordinance rezoning 13.44 acres from A-O Agricultural Open to R-3 Townhomes for the property located at 2950 and 3072 Rock Prairie Road West, generally located west of the intersection of Rock Prairie Road West and Wellborn Road.
5. Public hearing, presentation, possible action and discussion on a rezoning from A-O, Agricultural Open to R-3, Townhouse for 10.434 acres located at 3180 Cain Road generally located southwest of the intersection of Cain Road and Jones Butler Road.
6. Public hearing, presentation, possible action and discussion on a rezoning from A-O Agricultural Open and R-4 Multi-Family to A-O Agricultural Open and R-4 Multi-Family to readjust zoning boundaries based on FEMA floodplain lines, with no net gain in developable area, for 12.93 acres located at 1300 Harvey Mitchell Parkway, generally located southeast of the intersection of Harvey Mitchell Parkway and Jones Butler Road.

7. Public Hearing, presentation, possible action, and discussion of the design of the Barron Road Capacity Improvements Project. This Phase of the Barron Road Capacity Improvement Project begins at Decatur and extends to the State Highway 6 Frontage Road.
8. Public hearing, presentation, possible action, and discussion on an ordinance amending the Comprehensive Plan from Rural Residential to Planned Development for 293.233 acres located along Greens Prairie Trail generally located between Greens Prairie Road West and Royder Ridge.
9. Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning 0.077 acre of public utility easement, which is located on (College Hills Elementary School) Lot 4 of Christy Subdivision according to the plat recorded in Volume 213, Page 463 of the Deed Records of Brazos County, Texas, and 8.62 acre Tract described by deed recorded in Volume 204, Page 275 of the Deed Records of Brazos County, Texas.
10. Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning 0.3978 acre of public sanitary sewer easement, which is located on 8.572 Acre Tract as described in Deed recorded in Volume 204, Page 198 of the Deed Records of Brazos County, Texas, and on 8.62 Acre Tract as described in Deed recorded in Volume 204, Page 275 of the Deed Records of Brazos County, Texas.
11. Adjourn.

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

APPROVED:

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City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, May 08, 2008 at 7:00 PM at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this 5th day of May, 2008 at 2:30 pm.

E-Signed by Connie Hooks  
VERIFY authenticity with ApproveIt!

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City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, [www.cstx.gov](http://www.cstx.gov). The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on May 5, 2008 at 2:30 pm and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2008.  
By \_\_\_\_\_

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

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

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



**Mayor**  
Ben White  
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Glenn Brown

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

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**Draft Minutes**  
**City Council Regular Meeting**  
**Thursday, April 24, 2008 at 7:00 pm**  
**City Hall Council Chamber, 1101 Texas Avenue**  
**College Station, Texas**

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

**COUNCIL MEMBERS ABSENT:** Council members Ruesink, Scotti

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

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

Mayor White called the meeting to order at 7:00 p.m. Members of Cub Scout Troop Pack 602, Wolf Den #2 led the audience in the Pledge of Allegiance. Mayor White provided the invocation.

**Council member Chris Scotti and David Ruesink absent.**

A motion was made by Mayor Pro Tem Gay to approve the absence request by Council members Ruesink and Scotti and seconded by Council member Massey which carried 5-0.

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

AGAINST: None

ABSENT: Ruesink, Scotti

**Presentation of Watermark Awards**

Mayor White and City Manager Glenn Brown presented the Watermark Award from the Texas Section of the American Water Works Association and the Water Environment Association of Texas to Jennifer Nations, Water Resources Coordinator and Mark Beal, Broadcast Media Specialist.

**Hear Visitors**

No one spoke.

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

- a. Approved minutes of April 10, 2008 City Council workshop and regular meetings.
- b. Approved **Resolution No. 4-24-08-2b**, Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) to construct the pedestrian improvements in the State right-of-way at the Longmire and FM 2818 intersection. The estimated cost of the City's participation, \$607,500.
- c. Approved **Resolution No. 4-24-08-2c** awarding contract #08-146 for the Carters Creek Wastewater Treatment Plant Diffuser Replacement Project to Bryan Construction Co. in the amount of \$206,800.
- d. Approved Inter-Local Agreement with Texas A&M University to share the cost of a Socio-Economic Impact study on groundwater exports.
- e. Approved Change Order No. 1 to engineering design contract #07-152 with Malcolm-Pirnie, Inc in the amount of \$18,900 to re-design the parallel water transmission line at the Machine Works, Inc. property.
- f. Approved Change Order No. 1 to contract #08-043 with HDR Engineering, Inc. in an amount not to exceed \$12,500.00 for the Landfill Gas to Energy Negotiation Assistance Project.
- g. Approved **Resolution No. 4-24-08-2g** awarding Bid #08-49, to Bayer Electric for \$225,232.00 for the installation of traffic signals at the intersections of Rock Prairie Road and Rio Grande Blvd. and Holleman Drive and Welsh Avenue.
- h. Approved renewal of a consulting contract with First Southwest Company in an amount not to exceed \$200,000 for financial advisory services.
- i. Approved estimated annual expenditures related to copying and printing services as follows: Copy Corner (\$50,000); Office Max (\$50,000); Tops Printing (\$50,000); and Newman Printing (\$50,000).
- j. Approved bid awarding the purchase of various distribution padmount transformers maintained in inventory to Texas Electric Cooperatives for \$60,806.00 and Wesco Electrical Distributors for \$205,073.00 for a total amount of \$265,879.00. Bid #08-42.
- k. Approved bid awarding purchase order to Environmental Improvements, Inc. in the amount of \$138,800 to overhaul the blowers at Carters Creek WWTP.
- l. Approved contract with Carroll Buracker & Associates, Inc. for \$94,750.00 to create a Police Master Plan for the College Station Police Department.

A motion was made by Mayor Pro Tem Gay to approve consent agenda items 2a thru 2l and seconded by Council member McIlhaney which carried 5-0.

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

**Regular Agenda Item No. 1 -- Public hearing, presentation, possible action, and discussion on an ordinance rezoning 1.678 acres from C-2 Commercial-Industrial to C-1 General Commercial, located at 3900 State Highway 6, and more generally located along the West Frontage Road of State Highway 6, 680 feet north of the intersection of State Highway 6 West Frontage Road and Rock Prairie Road.**

Introduced by Bob Cowell, AICP, Director of Planning & Development Services.

Crissy Hartl, Staff Planner presented a request to rezone 3900 State Highway 6 from C-2 Commercial-Industrial to C-1 General Commercial. The Planning and Zoning Commission unanimously recommended approval of the rezoning due to the consistency with the Comprehensive Plan, the compatibility with the present zoning, and its feasibility to surrounding property uses.

Mayor White opened the public hearing. Developer Zaco Damna spoke on behalf of the rezoning. Mayor White closed the public hearing.

A motion was made by Mayor Pro Tem Gay to approve **Ordinance No. 3063** for the rezoning of 3900 State Highway 6 and seconded by Council member Massey which carried 5-0 from C-2 Commercial Industrial to C-1 General Commercial.

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

**Regular Agenda Item No. 2 -- Public hearing, presentation, possible action, and discussion on an ordinance rezoning 10.817 acres from A-O Agricultural Open to R-1 Single Family Residential Medium Density, located at 14097 FM 2154, generally located along the east side of FM 2154, north of the Barron Road intersection.**

Introduced by Bob Cowell, AICP, Director of Planning and Development Services.

Jennifer Prochazka, Senior Planner briefly presented a request to rezone 14097 FM 2154 from A-O Agricultural Open to R-1 Single Family Residential Medium Density. The Planning and Zoning Commission unanimously recommended denial of the rezoning due to concerns with compatibility of the proposed use with the surrounding low density development and potential street alignment issues.

Mayor White opened the public hearing.  
Wanda McGill, 14025 FM 2154, expressed concerns about the traffic problems with the area.  
Marian Prihoda, 14181 FM 2154, expressed concerns about the request.

Mayor White closed the public hearing.

A motion was made by Council member Crompton to deny the request for rezoning. Motion seconded by Council member Massey. Motion carried unanimously, 5-0.

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

AGAINST: None

ABSENT: Ruesink, Scotti

**Regular Agenda Item No. 3 -- Public hearing, presentation, possible action, and discussion on an ordinance amending the Comprehensive Land Use Plan for 75.07 acres from Single-Family Residential, Medium Density, Neighborhood Retail, Institutional, and Floodplains & Streams to Single-Family Residential, Medium Density and Floodplains & Streams located at 450 William D. Fitch Parkway generally located at the southwest intersection of Barron Road and William D. Fitch Parkway.**

Introduced by Bob Cowell, AICP, Director of Planning and Development Services.

Crissy Hartl, Staff Planner presented an overview of the ordinance amendment to the Comprehensive Land Use Plan for 75.07 acres to improve and upgrade the development located at 450 William D. Fitch Parkway. The Planning and Zoning Commission recommended approval.

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

A motion was made by Mayor Pro Tem Gay to approve **Ordinance No. 3064** amending the Comprehensive Land Use Plan for 75.07 acres located at 450 William D. Fitch Parkway Single-Family Residential, Medium Density, Neighborhood Retail, Institutional, and Floodplains & Streams to Single-Family Residential, Medium Density and Floodplains & Streams. Seconded by Council member Massey which carried 5-0.

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

AGAINST: None

ABSENT: Ruesink, Scotti

**Regular Agenda Item No. 4 -- Public hearing, presentation, possible action, and discussion on an ordinance amending the Comprehensive Land Use Plan for 147.64 acres from Rural to Single-Family Residential, Medium Density and Single-Family Residential, Low Density located at 3998 Rock Prairie Road West generally located at Great Oaks Drive and Rock Prairie Road West.**

Introduced by Bob Cowell, AICP, Director of Planning and Development Services.

Crissy Hartl, Staff Planner presented an overview of the ordinance amendment to the Comprehensive Land Use Plan for 147.64 acres from Rural to Single Family Residential, Low and Medium Density located at 3998 Rock Prairie Road West. The Planning and Zoning Commission recommended approval.

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

A motion was made by Mayor Pro Tem Gay to approve **Ordinance No. 3065** amending the Comprehensive Land Use Plan for 147.64 acres located at 3998 Rock Prairie Road West located at Great Oaks Drive and Rock Prairie Road West from Rural to Single-Family Residential, Medium Density and Single-Family Residential, Low Density. Motion seconded by Council member Crompton which carried 5-0.

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

**Regular Agenda Item No. 5 -- Presentation, possible action, and discussion regarding adoption of a resolution awarding the sale, exchange or combination thereof regarding approximately 5 acres of land owned by the City of College Station located near the intersection of Jones Butler Road and Dowling Road.**

Bob Cowell Director of Planning and Development Services presented an overview of a proposed bid for land exchange of five acres located near the intersection of Jones Butler Road and Dowling Road. The purpose of this exchange was for future relocation of Jones Butler Road while continuing to accommodate the construction of a new electric sub-station and the expansion of the existing water facilities. Staff recommended rejecting the bid for land exchange due to the appraised value difference between the two (2) properties and seeks new bids before May 22, 2008.

Veronica Morgan with Mitchell, Morgan & Shear also representing future developer Cup Stone and Property owner, Bruce Smith with TLS Properties spoke on behalf of the bid. She asked the Council to compensate for the difference between the appraised values of about \$105,000 dollars. If the Council rejected the proposal the cost will be more.

David Coleman, Director of Water Services, was asked by Council member Crompton to give his input of relocation costs. Mr. Coleman explained the additional cost was to relocate water reservoirs that the land was set aside for.

Cheryl Turney, Assistant Director of Fiscal Services expressed to Council that the developer did take response to the exception in the contract for the bid and the developer's aware of these exceptions.

Mary Ann Powell, First Assistant City Attorney explained that the City has a choice to except or reject this bid but there are no negotiations.

A motion was made by Council member Crompton to reject the bid for land exchange and seconded by Council member McIlhaney which carried 5-0.

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

**Regular Agenda Item No. 6 -- Presentation, possible action, and discussion regarding appointments to the Technical Task Force for Green College Station Action Plan.**

Terry Childers, Deputy City Manager presented names to Council for consideration of appointment to the Technical Task Force. This team will assist the City Manager to develop a Green College Station Action Plan.

Proposed Task Force Members:

Bahman Yazdani, PE, CEM  
Ronald A. Kaiser  
Ming Han Li, Ph.D., PE  
Stella Woodward  
Bruce Dvorak  
Hugh Stearns  
Robin L. Autenrieth, Ph.D., PE  
Margrit Moores

A motion was made by Council member Crompton to approve the appointment of names presented to Council for the Technical Task Force and seconded by Council member McIlhaney.

Mayor Pro Tem Gay offered an amendment to the motion to strike Hugh Stearns from the proposed Technical Task Force and seconded by Council member Massey which failed 2-3.

FOR: Gay, Massey  
AGAINST: Crompton, McIlhaney, White  
ABSENT: Ruesink, Scotti  
Amended motion failed.

Original motion by Crompton passed by a vote of 3-2.

FOR: Crompton, McIlhaney, White  
AGAINST: Gay, Massey  
ABSENT: Ruesink, Scotti

**Regular Agenda Item No. 7 -- Presentation, possible action, and discussion to present the results of the recent study on projected Water Demands, conducted by HDR Engineers.**

David Coleman, Director of Water Services presented to Council the results of the recent study on projected Water Demands. HDR Engineers conducted the study which showed the growth patterns of the City now and future years, which indicated that the City faces a potential peak demand water shortage this year. The shortage will grow to almost 10 million gallons per day by 2016. He explained how important and beneficial that this study be included in the City's application to the Brazos Valley Groundwater Conservation District for Drilling/Operating Permits for these future wells.

No formal action taken.

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

Hearing no objections, Mayor White adjourned the meeting at 8:45 p.m. on Thursday, April 24, 2008.

PASSED and APPROVED this 8th day of May, 2008.

APPROVED:

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Mayor White

ATTEST:

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City Secretary, Connie Hooks

DRAFT

**May 8, 2008**  
**Consent Agenda Item 2b**  
**Amendment to the City Internal Auditor's Annual Audit Plan**

**To:** Glenn Brown, City Manager

**From:** Ty Elliott, City Internal Auditor

**Agenda Caption:** Presentation, possible action, and discussion concerning amending the City Internal Auditor's annual audit plan.

**Recommendation(s):** Amend the City Internal Auditor's Annual Audit Plan as follows:

1. Purchasing card program
2. Purchasing processes and internal controls
3. Purchasing card program follow-up
4. Begin asset management and internal controls

The Audit Committee recommended approval of this amendment at its April 29 meeting.

**Summary:** On October 25, 2007, the City Council approved the following fiscal year 2008 (Oct 1, 2007 to Sept 30, 2008) audit plan:

1. Purchasing processes and internal controls
2. Public Works asset management and internal controls
3. Public Utilities asset management and internal controls
4. Cash handling procedures (if time permits)

In accordance with the fiscal year 2008 audit plan, the Purchasing Card Audit—an aspect of the purchasing process—was completed and presented to the City Council on February 28, 2008. Other aspects of procurement that are typically audited include: field purchase order, purchase order, or blanket purchase order processes; compliance with local, state, and federal statutes; system controls and other internal control procedures; and competitive bidding processes and regulations.

During the last two months, I have conducted additional audit work related to city purchasing functions because of the inherent risks connected to the procurement of goods and services. For example, the Association of Certified Fraud Examiners estimates that over 50 percent of the reported cases of occupational frauds in the U.S. are related to the procurement process.

Based on this work, I recommend expanding the scope of audit work related to purchasing processes and internal controls. This will result in a very comprehensive and thorough review of procurement, but will extend the time necessary to complete the audit. Therefore, I estimate the audit report will be completed sometime between September and October 2008. Consequently, a review of asset management and internal controls within Public Works or Utilities would not be completed at the conclusion of this fiscal year. I do, however, plan to complete a follow-up audit report of the purchasing card recommendations within the 2008 fiscal year.

The recommended fiscal year 2008 amended audit plan is as follows:

1. Purchasing card program (completed)
2. Purchasing processes and internal controls (in progress)
3. Purchasing card program follow-up
4. Begin asset management and internal controls

**Budget & Financial Summary:** None.

**May 8, 2008  
Consent Agenda Item #2c  
Public Involvement Process**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion concerning consideration of a resolution to for public involvement in roadway capital improvement projects.

**Recommendation(s):** Staff recommends approval and adoption of this resolution

**Summary:** On December 13, 2007, Mr. Mark Smith delivered a presentation to the Council outlining a proposed process to keep the Council and public involved in CIP roadway projects. During that meeting, Council expressed a desire for a public hearing when staff makes recommendations for design contracts and needs resolutions. In addition, a public hearing will be held prior to advertising CIP roadway projects for construction bids.

The attached resolution reflects the direction provided by the Council during the December 13, 2007 meeting.

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

**Attachments:**

Resolution

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AND DIRECTING A PROCESS FOR INPUT REGARDING ROADWAY PROJECTS IN THE CITY OF COLLEGE STATION.

WHEREAS, the City Council of the City of College Station, Texas (“City”), desires that the City Council and the public be involved in the planning and development of Capital Improvement Roadway Projects; and

WHEREAS, the City Council of the City of College Station, Texas, directed the City staff to prepare a system ensuring that involvement; now, therefore

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

PART 1: That the City Council hereby approves and directs City staff to ensure that design contracts and needs resolutions for Capital Improvement Roadway Projects be presented to Council and the public, in the form of a public hearing, as a City Council Regular Agenda item at City Council meetings unless expressly directed by City Council otherwise.

PART 2: That the City Council hereby approves and directs City staff to ensure that the design process for Capital Improvement Roadway Projects include consultation with the general citizenry as well as adjacent property owners and other stakeholders unless expressly directed by City Council otherwise.

PART 3: That the City Council hereby approves and directs staff to ensure that City Council approves the completed design for Capital Improvement Roadway Projects in the form of a public hearing as a City Council Regular Agenda item at City Council meetings prior to advertising Capital Improvement Roadway Projects for construction bids unless expressly directed by City Council otherwise.

PART 4: That for purposes of this Resolution, Capital Improvement Roadway Projects refers to projects funded by capital funds devoted primarily to vehicular transportation.

PART 5: That this resolution shall take effect immediately from and after its passage.

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

ATTEST:

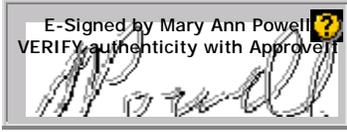
APPROVED:

\_\_\_\_\_

\_\_\_\_\_

City Secretary

MAYOR



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City Attorney

**May 8, 2008**  
**Consent Agenda Item 2d**  
**Crescent Pointe and Texas A&M System**  
**Reciprocal Right-of-Way and Access Easement**

**To:** Glenn Brown, City Manager

**From:** Hayden Migl, Assistant to the City Manager

**Agenda Caption:** Presentation, possible action, and discussion regarding a Reciprocal Right-of-Way and Access Easement Agreement with Crescent Pointe, Ltd. and the Texas A&M System.

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

**Summary:** The City Council was previously briefed about this agreement. The Texas A&M Board of Regents approved the grant of easement as well as the reciprocal right-of-way agreement at its December 6-7, 2007 meeting.

A summary of the terms of the agreement are as follows:

- § Texas A&M System grants conditional right-of-way and access easement on its property
- § Crescent Pointe, Ltd. will construct a roadway in the granted easement as well as a gate to the A&M System property
- § College Station will assume maintenance of the roadway once complete

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

**Attachments:**

1. Reciprocal Right-of-Way and Access Easement Agreement

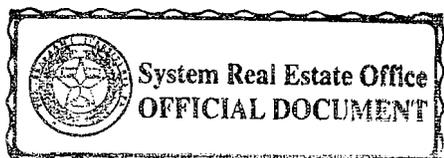
# RECIPROCAL RIGHT-OF-WAY AND ACCESS EASEMENT

1. TAMUS Grant of Easement. The **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM** (hereafter, "**TAMUS**"), on behalf of the State of Texas, acting by and through its duly authorized officer, under authority of the Board granted by Minute Order 272-2007 on December 7, 2007, and by virtue of authority granted to the Board by TEX. EDUC. CODE §85.26 (Vernon 2002), in consideration of the mutual benefits to be derived by the parties, GRANTS, SELLS AND CONVEYS to the **CITY OF COLLEGE STATION**, a governmental entity, (hereafter "**COLLEGE STATION**") its successors and permitted assigns, a non-exclusive conditional right-of-way and access easement (the "**TAMUS Easement**") for roadway purposes across certain property of **TAMUS** (hereafter the "**TAMUS Property**") located in Brazos County, Texas, more particularly described in Exhibits "A" and "B" attached and made a part of this Reciprocal Right-of-Way and Access Easement (this "Agreement").

2. CRESCENT POINTE-FIRST VICTORIA NATIONAL BANK Grant of Easement. CRESCENT POINTE, LTD., a domestic limited partnership (hereafter "**CRESCENT POINTE**"), a private real estate development company, and **FIRST VICTORIA NATIONAL BANK**, Victoria, Texas ("**VICTORIA**") acting by and through their respective duly authorized officers, in consideration of the mutual benefits to be derived by the parties, GRANT, SELL AND CONVEY to **TAMUS**, as Grantee, its successors and permitted assigns, a non-exclusive right-of-way and access easement (the "**CRESCENT POINTE/VICTORIA Easement**") for roadway purposes across certain property of **CRESCENT POINTE** and **VICTORIA** (hereafter "the **CRESCENT POINTE/ VICTORIA Property**") located in Brazos County, Texas, more particularly described in Exhibits "C" and "D" attached and made a part of this Agreement.

3. Purpose and Location of Easements. The Easements are granted for the purpose of constructing, operating and maintaining a roadway on the **TAMUS Property**, and an access easement through the retail business center on the **CRESCENT POINTE/VICTORIA Property**. A plat of the properties showing the surface area affected by the **TAMUS Easement** and the **CRESCENT POINTE/VICTORIA Easement** and the location of the right-of-ways is depicted on Exhibit "E" attached and made a part of this Agreement. The term "roadway" as used in this Agreement means the paving, curb, gutter and surface drainage facilities for an access street, but does not include the right to install utilities or to use the subsurface for any purpose.

4. Right of Access. **CRESCENT POINTE** has the right of ingress and egress across that portion of the **TAMUS Property** necessary for the purpose of constructing a roadway in the **TAMUS Easement**. Thereafter, **COLLEGE STATION** will have the right of ingress and egress across that portion of the **TAMUS Property** necessary for purposes of maintaining, repairing, replacing and rebuilding the roadway in the **TAMUS Easement**. **VICTORIA** has the right of ingress and egress across the **TAMUS Easement** in common with the public

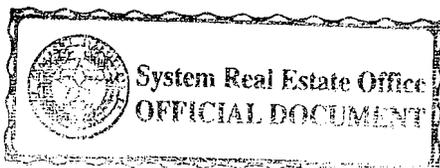


5. Duties. **CRESCENT POINTE** agrees it will construct a road to **COLLEGE STATION's** specifications on the **TAMUS Property** within the **TAMUS Easement**. **CRESCENT POINTE**, as partial consideration for this Easement and at its sole expense, will install a retractable gate with card reader or push button pad in that area shown on Exhibit "E" and gift such gate to **TAMUS**. In addition, **CRESCENT POINTE** will install at its sole expense a six foot (6') high chain link fence along the westerly right-of-way line of the **TAMUS Easement**. All parties agree **TAMUS** will own and maintain the gate and fence after written acceptance by **TAMUS**. Once construction is complete and the roadway is accepted by **COLLEGE STATION**, **COLLEGE STATION** will assume maintenance of the roadway in the **TAMUS Easement**. **CRESCENT POINTE** is responsible for any damage to real or personal property of **TAMUS** on **TAMUS Property** during construction of the roadway and other improvements. **CRESCENT POINTE** must, within a reasonable period of time, repair or replace **TAMUS'** property to the extent it will, as nearly as practicable, be in like condition as before such damage or destruction. At the option of **TAMUS**, in lieu of repairing or replacing, money damages will be paid. Once **COLLEGE STATION** accepts the roadway in the **TAMUS Easement**, **COLLEGE STATION** will be responsible for any damage to real or personal property of **TAMUS** on **TAMUS Property**, provided that such damage results from **COLLEGE STATION's** maintenance, repair, replacement or rebuilding of the roadway on the **TAMUS Easement**.

6. No Fee Interest Granted. The parties agree these grants are of non-exclusive right-of-way easements for roadway and access purposes only, and do not grant any fee interest to the surface or any interest in the minerals, on or under the respective Properties. These conveyances are made subject to any and all outstanding easements and surface leases covering the Property. **TAMUS** expressly subordinates all rights of surface use incident to the mineral estate to the above described uses of the **TAMUS Easement** by **COLLEGE STATION**, **CRESCENT POINTE**, and **VICTORIA**.

7. Duration of Easement. In accordance with the TEX. EDUC. CODE §85.26 (Vernon 2002), the **TAMUS** grant is for so long as the **TAMUS Property** is used as a roadway. If the **TAMUS Property** ever ceases to be used as a roadway, the **TAMUS Easement** will automatically terminate. If required by **TAMUS**, **COLLEGE STATION** and/or **CRESCENT POINTE** shall remove all improvements within two (2) years following the date of termination or abandonment of the **TAMUS Easement**. Notwithstanding the foregoing, **TAMUS** may demand removal of the improvements in writing at any time following termination or abandonment of the **TAMUS Easement**, and if the improvements are not removed within sixty (60) days following such demand, **TAMUS** shall have the right to remove the improvements at the expense of **COLLEGE STATION** and/or **CRESCENT POINTE**, which agrees to pay the actual costs incurred by **TAMUS** for removal of the improvements within sixty (60) days following written notice from **TAMUS** accompanied by reasonable supporting documentation. If any removal causes injury to the **TAMUS Property** or adjacent **TAMUS** property, **COLLEGE STATION** and/or **CRESCENT POINTE** will restore or pay for such damage within sixty (60) calendar days after completion of such removal.

8. Reservation of Use. **TAMUS** expressly reserves:



A. The right to use the **TAMUS Property** for its own benefit or the benefit of any of its members, including without limitation the right to grant permits, licenses, and easement rights in the **TAMUS Property** to other parties, so long as the use does not interfere with the use of the **TAMUS Easement** as a roadway. If the use is subsurface, **TAMUS** agrees to contact the appropriate utility department of **COLLEGE STATION** prior to any subsurface excavation in order to avoid damage to utilities existing as of the date of this Agreement, if any.

B. The right to grant permits, licenses and easements covering the **TAMUS Property** to other parties for the benefit of third parties or the public, so long as the third party or public use does not interfere with the use of the **TAMUS Easement** as a roadway.

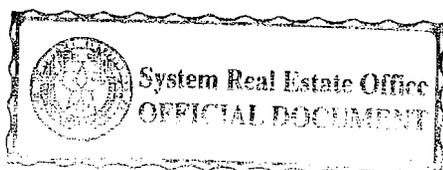
C. **COLLEGE STATION, CRESCENT POINTE, and VICTORIA** will comply with the Antiquities Code of Texas, TEX. NAT. RES. CODE ANN., Chapter 191 (Vernon 2001) et seq., and **COLLEGE STATION, CRESCENT POINTE and VICTORIA** further agrees title to archaeological objects or artifacts, if any, in or on the **TAMUS Property** remain with **TAMUS**.

9. Indemnification/Hold Harmless. **CRESCENT POINTE, VICTORIA, and COLLEGE STATION**, to the extent allowed by the Constitution and Laws of the State of Texas, and **TAMUS**, to the extent allowed by the Constitution and Laws of the State of Texas agree to hold each of the other parties harmless from any and all claims, demands, liabilities, and causes of action for personal injury or death and/or damage to or destruction of property or improvements caused by, arising out of, or resulting from the exercise of each of parties rights and obligations under this Agreement, provided, however, that **CRESCENT POINTE** hereby expressly covenants, stipulates and agrees, without limitation, to indemnify and defend **COLLEGE STATION and TAMUS** and hold them harmless from any and all liability, claim, cause of action, and cost, including attorneys' fees, which may grow out of or be attributable to the construction of the roadway in the **TAMUS Easement**.

10. Hazardous Waste. **CRESCENT POINTE, VICTORIA, COLLEGE STATION and TAMUS** will not commit or suffer to be committed waste upon the Properties; and will comply with all applicable state, federal and local laws, rules and regulations with regard to the use and condition of the improvements on the Properties.

**CRESCENT POINTE, VICTORIA, COLLEGE STATION, and TAMUS** will not use the Properties or permit the Properties to be used so as to cause, suffer, or allow any contamination of soils, ground water, surface water, or natural resources on or adjacent to the Properties resulting from, but not limited to, spills or leaks of oil, gasoline, hazardous materials, hazardous wastes, or other chemical compounds.

**IF THE PRESENCE OF HAZARDOUS MATERIALS ON A PROPERTY IS CAUSED OR PERMITTED BY A PARTY AND SUCH MATERIALS RESULT IN CONTAMINATION OF THE PROPERTY OR IF CONTAMINATION OF A PROPERTY BY HAZARDOUS MATERIAL OTHERWISE OCCURS AND IS RELATED TO ONE OF THE PARTY'S USE, THEN SUCH PARTY, TO THE EXTENT ALLOWED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS AS IT**



**PERTAINS TO TAMUS AND COLLEGE STATION, SHALL INDEMNIFY, DEFEND, AND HOLD THE OTHER PARTIES HARMLESS FROM ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, COSTS, LIABILITIES, OR LOSSES (INCLUDING DIMINUTION IN VALUE OF THE PROPERTY, DAMAGES FOR THE LOSS OF OR RESTRICTION ON USE OF THE PROPERTY OR OF ANY AMENITY OF THE PROPERTY, AND SUMS PAID IN SETTLEMENT OF CLAIMS, ATTORNEYS' FEES, CONSULTANTS' FEES AND EXPERTS FEES) WHICH ARISE DURING OR AFTER THE EASEMENT TERM AS A RESULT OF SUCH CONTAMINATION. THIS HOLD HARMLESS INCLUDES COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS FOR ANY CLEANUP AND REMEDIAL, REMOVAL, OR RESTORATION WORK REQUIRED BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION BECAUSE OF HAZARDOUS MATERIAL PRESENT IN THE SOIL OR GROUND WATER ON OR UNDER THE PROPERTIES.**

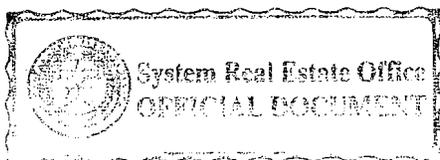
11. Default and Termination. It is agreed upon default of any of these covenants, conditions, and agreements, that **TAMUS** has the right, and such right is expressly reserved, to declare the **TAMUS Easement** forfeited, without prejudice to any claim **TAMUS** may have against **COLLEGE STATION**; provided, however, **TAMUS** will give written notice of its intention to terminate the **TAMUS Easement** and the reasons for termination, and the other parties will have thirty (30) calendar days after receipt of notice to rectify the default or violation. Upon timely correction, the **TAMUS Easement** and this Agreement will remain in full force and effect. Upon termination or abandonment of the **TAMUS Easement** and this Agreement all rights granted revert to **TAMUS** without the necessity of any further action or suit on the part of **TAMUS**, and the other parties agree to file a Release of Easement in the Deed Records of Brazos County, Texas. Abandonment will be deemed to have occurred when the **TAMUS Property** is not used as a roadway for a continuous period of one calendar year.

12. Waiver. No waiver of any default or breach of any term, condition, or covenant of this Agreement will be a waiver of any other breach of any other term, condition, or covenant.

13. Privileges and Immunities. The Parties acknowledge that **TAMUS** is an agency of the State of Texas and **COLLEGE STATION** is a governmental entity and nothing in this Agreement will be construed as a waiver or relinquishment by either **TAMUS** or **COLLEGE STATION** of its right to claim exemptions, privileges, and immunities as may be provided by law.

14. Governing Law and Venue. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against **TAMUS** shall be in the county in which the primary office of the chief executive officer of **TAMUS** is located.

15. Headings. Headings are for reference and will not be construed to limit or alter the meaning of the provisions of this Agreement.



16. Parties Bound. This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors in interest or office, and assigns (but this Section does not constitute permission for an assignment).

17. Saving Clause. Should any clause in this Agreement be found invalid by a court of law, the remainder of this Agreement will not be affected and all other provisions in this Agreement remain valid and enforceable to the fullest extent permitted by law.

18. Assignment. This Agreement is personal to **COLLEGE STATION, CRESCENT POINTE, and VICTORIA**. **COLLEGE STATION, VICTORIA and CRESCENT POINTE** may not sell, assign, encumber, or convey any rights in the **TAMUS Easement** without the prior written consent of **TAMUS**, and any attempt by **COLLEGE STATION, CRESCENT POINTE or VICTORIA** to sell, assign, encumber, or convey its interest in the **TAMUS Easement** without such consent will cause this Agreement to terminate as it relates to the **TAMUS Easement**.

19. Notices. Notices to any party will be signed by a representative of the party, or its successors in interest or office, and delivered personally or sent by U.S. certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

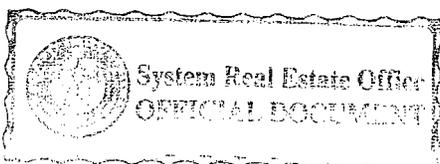
If to **TAMUS**:  
System Real Estate Office  
A&M System Building, Suite 2079  
200 Technology Way  
College Station, Texas 77845-3424  
Phone: (979) 458-6350  
Fax: (979) 458-6359

If to **COLLEGE STATION**:  
Glenn Brown  
City Manager  
City of College Station  
P. O. Box 9960  
College Station, Texas 77842

If to **CRESCENT POINTE**:  
Crescent Pointe, Ltd.  
4500 Carter Creek Parkway  
Suite 101  
Bryan, Texas 77802

If to **VICTORIA**:  
First Victoria National Bank  
101 South Main  
Victoria, Texas 77902  
Attention: Don Sparks, Senior VP

20. Entire Agreement. This Agreement constitutes the entire agreement between **TAMUS, COLLEGE STATION, CRESCENT POINTE, and VICTORIA** with respect to the



subject matter and will not be explained, modified, or contradicted by any prior or contemporaneous negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a subsequent written instrument executed by all parties.

21. Effective Date. This Agreement is deemed to be in force on the \_\_\_\_\_ day of \_\_\_\_\_ 2008.

**BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**

By: \_\_\_\_\_  
**JAY KIMBROUGH**  
Deputy Chancellor and General Counsel  
The Texas A&M University System

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**EDDIE D. GOSE, J. D.**  
Assistant General Counsel  
Office of General Counsel  
The Texas A&M University System

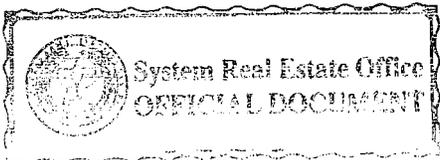
**ACKNOWLEDGEMENT**

**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 **JAY KIMBROUGH**, Deputy Chancellor and General Counsel of The Texas A&M University System, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it as the act and deed of the Board of Regents of The Texas A&M University System, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_



**CITY OF COLLEGE STATION**

By: \_\_\_\_\_  
**BEN WHITE**  
Mayor

ATTEST:

\_\_\_\_\_  
**CONNIE HOOKS**  
City Secretary

**APPROVED AS TO FORM:**

*Carla A Robinson*  
\_\_\_\_\_  
**HARVEY CARGILL, JR.**  
City Attorney

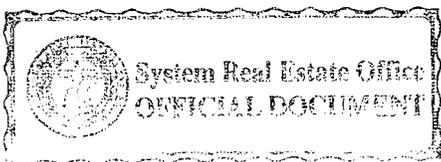
**ACKNOWLEDGEMENT**

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 for the City of College Station, 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 \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_



**CRESCENT POINTE, LTD.**

By: Crescent Pointe Holdings, Inc.  
General Partner

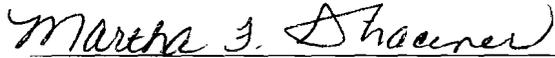
By:   
**EMANUEL GLOCKZIN, JR.**  
President

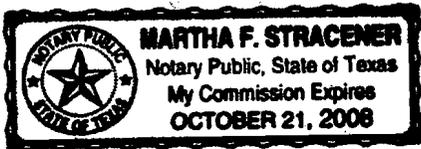
**ACKNOWLEDGEMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF BRAZOS   §

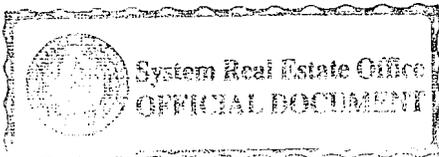
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **EMANUEL GLOCKZIN, JR.**, President of Crescent Pointe Holdings, Inc., general partner of Crescent Point, Ltd. known to me to be the person whose name is subscribed to the foregoing instrument 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 17 day of April, 2008.

  
Notary Public, State of Texas  
My Commission Expires: Oct. 21, 2008

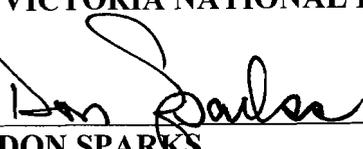


[Signatures continued on next page]



**FIRST VICTORIA NATIONAL BANK**

By:

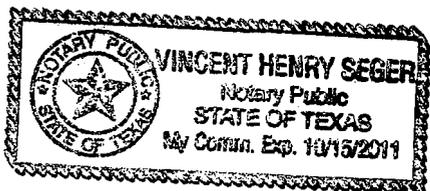
  
**DON SPARKS**  
Senior Vice President

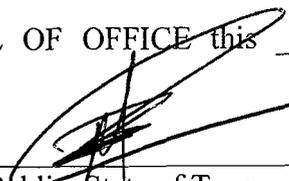
**ACKNOWLEDGEMENT**

**STATE OF TEXAS       §**  
**§**  
**COUNTY OF VICTORIA §**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **DON SPARKS**, Senior Vice President of First Victoria National Bank 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 22<sup>nd</sup> day of April, 2008.

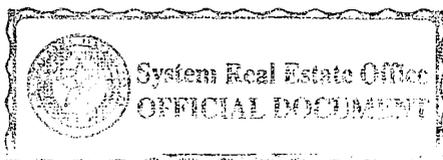


  
Notary Public, State of Texas  
My Commission Expires: 10-15-11

- Exhibit "A" – Field Note Description of the **TAMUS Easement**
- Exhibit "B" – Map locating the **TAMUS Property**
- Exhibit "C" – Field Note Description of the **CRESCENT POINTE/VICTORIA Easement**
- Exhibit "D" – Map locating the **CRESCENT POINTE/ VICTORIA Property**
- Exhibit "E" - Map locating the **TAMUS Easement** and the **CRESCENT POINTE/ VICTORIA Easement**

**AFTER RECORDING RETURN TO:**

System Real Estate Office  
A&M System Building, Suite 2079  
200 Technology Way  
College Station, Texas 77845-3424



# Exhibit A

Texas A&M University  
60' Wide Right-of-Way Easement - 0.69 Ac.  
Across 57.304 Acre Tract  
Richard Carter Survey, A-8  
College Station, Brazos County, Texas

Field notes of a 60' wide right-of-way easement - 0.69 acre, lying and being situated in the Richard Carter Survey, Abstract No. 8, College Station, Brazos County, Texas, and being part of the called 57.304 acre tract described in the deed from Texas Instruments Incorporated to Texas A&M University as recorded in Volume 1192, Page 376, of the Official Records of Brazos County, Texas, and said easement being more particularly described as follows:

**BEGINNING** at the ½" iron rod found at a 6" creosote post fence corner marking the north corner of the beforementioned 57.304 acre tract in the southeast right-of-way line of Farm to Market Road No. 60 (University Drive), same being the west corner of Lot 1R - 1 (2.31 acres), Block 2, Crescent Pointe - Phase 2 - Replat according to the plat recorded in Volume 8343, Page 179, of the Official Records of Brazos County, Texas;

THENCE S 40° 26' 06" E along the northeast line of the beforementioned 57.304 acre tract, same being the southwest line of the beforementioned Crescent Pointe Replat (8343/179), adjacent to a fence, at a distance of 57.44 feet, pass a concrete monument found, continue on, at a distance of 439.74 feet, pass the west corner of an existing private access easement (as platted in 8343/179), at a distance of 456.81 feet, pass a ½" iron rod found marking the west corner of Lot 2A - 1.58 acres, Block 2, Crescent Point - Phase 4, (8343/179), continue on; for a total distance of 501.84 feet to a ½" iron rod set, from which a ½" iron rod found marking an angle point corner of the 57.304 acre tract bears S 04° 26' 06" E - 155.41 feet;

THENCE through the interior of the beforementioned 57.304 acre tract, as follows:

S 49° 32' 56" W at a distance of 31.7 feet, cross the center of an existing 24' wide asphalt travelway, continue on for a total distance of 60.00 feet to a ½" iron rod set,

N 40° 26' 06" W parallel with and 60 feet southwest of the northeast line of the 57.304 acre tract, for a distance of 469.02 feet to a ½" iron rod set at the beginning of a transition curve, concave to the south, having a radius of 25.00 feet,

Westerly along said curve for an arc length of 41.40 feet to a ½" iron rod set at the end of this curve in the southeast right-of-way line of F.M. No. 60, the chord bears N 87° 52' 45" W - 36.83 feet, said ½" iron rod being in a curve, concave to the northwest, having a radius of 6204.43 feet;

THENCE along the southeast right-of-way line of F.M. No. 60, as follows:

Northeasterly along said curve for an arc length of 45.53 feet to the end of this curve, the chord bears N 44° 27' 58" E - 45.53 feet,

N 44° 15' 12" E for a distance of 41.96 feet to the PLACE OF BEGINNING, encompassing an area of 0.69 acre of land, more or less.



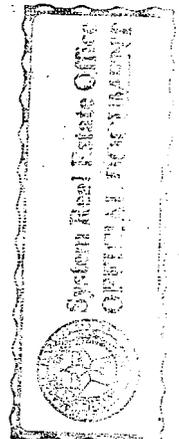
Surveyed March 2008

By:

A handwritten signature in black ink, appearing to read "S.M. Kling".

S. M. Kling  
R.P.L.S. No. 2003

Prepared 03/12/08  
kes08-dvd\texas z&m urw - 60' wide ac-estmi - 0.69ac.wpd





# Exhibit C

Crescent Pointe, Ltd.  
First Victoria National Bank  
34' Wide Access Easement - 0.24 Ac.  
Crescent Pointe Subdivision  
Richard Carter Survey, A-8  
J. W. Scott Survey, A-49  
College Station, Brazos County, Texas

Field notes of a 34' wide right-of-way easement - 0.24 acre, lying and being situated in the Richard Carter Survey, Abstract No. 8, and in the J. W. Scott Survey, Abstract No. 49, College Station, Brazos County, Texas, and being all of the existing 34' wide private access easement as platted and shown on the Final Plat / Replat of a portion of Crescent Pointe - Phase 2 & 4 according to the plat recorded in Volume 8343, Page 179, of the Official Records of Brazos County, Texas, and said access easement being part of the Common Area "E - R" - Private Drainage Facility (0.69 acre) and part of Lot 2A - 1.58 acres, Block 2, Crescent Point - Phase 4, of said plat (8343/179), and said easement being 34' wide and being more particularly described as follows:

**BEGINNING** at the ½" iron rod set at the north corner of said platted access easement in the northeast line of the beforementioned 0.69 acre Common Area "E - R" in the southwest right-of-way line of Copperfield Parkway, located S 45° 44' 39" E - 82.36 feet from the north corner of the 0.69 acre common area;

THENCE S 45° 44' 39" E along the southwest right-of-way line of Copperfield Parkway (15' wide right-of-way), at a distance of 17.00 feet, pass a ½" iron rod found marking the north corner of the beforementioned Lot 2A, continue on, for a total distance of 34.00 feet to a ½" iron rod set at the east corner of said platted access easement;

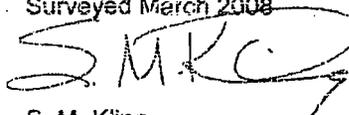
THENCE S 44° 15' 21" W entirely across the beforementioned Lot 2A and along the southeast line of said platted easement for a distance of 310.72 feet to a ½" iron rod set at the south corner of said easement in the southwest line of Lot 2A, same being the northeast line of the Texas A&M University - called 57.304 acre tract described in the deed recorded in Volume 1192, Page 376, of the Official Records of Brazos County, Texas, from which a ½" iron rod found marking an angle point corner of the 57.304 acre tract bears S 40° 26' 06" E - 188.40 feet;

THENCE N 40° 26' 06" W along the southwest line of the beforementioned Lot 2A and the beforementioned 0.69 acre common area, same being the northeast line of the beforementioned 57.304 acre tract, at a distance of 17.07 feet, pass a ½" iron rod found marking the west corner of Lot 2A, continue on, for a total distance of 34.15 feet to a ½" iron rod set at the west corner of the beforementioned platted access easement;

THENCE N 44° 15' 21" E across the beforementioned 0.69 acre common area "E - R" and along the northwest line of the beforementioned platted access easement for a distance of 307.56 feet to the **PLACE OF BEGINNING**, encompassing an area of 0.24 acre of land, more or less.

Surveyed March 2008

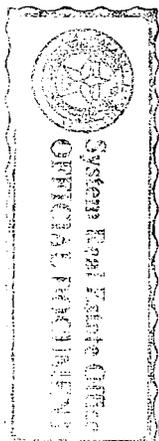
By:



S. M. Kling  
R.P.L.S. No. 2003

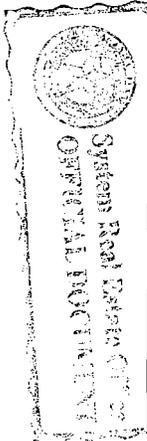
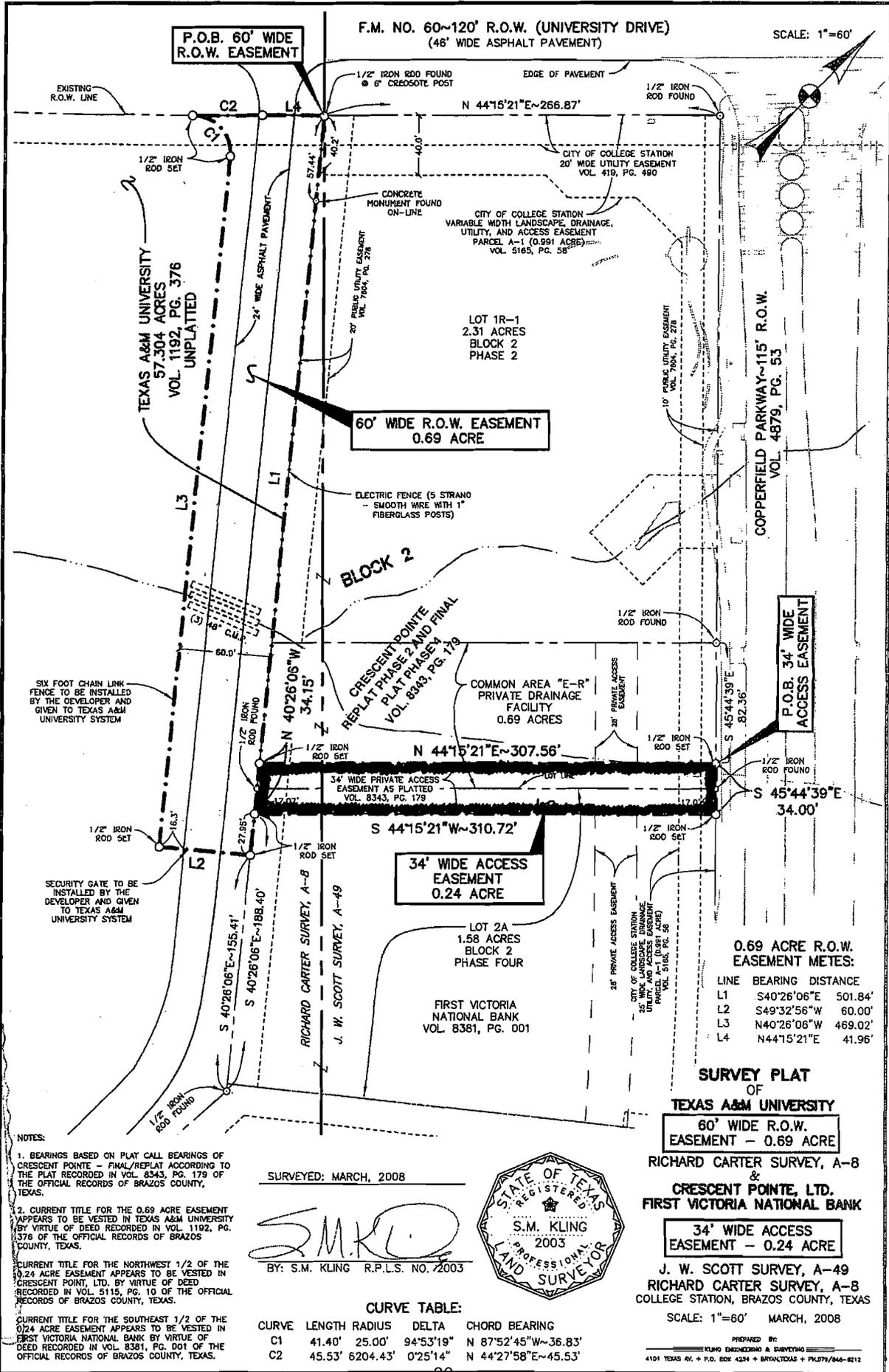


Prepared 03/12/08  
kes08-dvd/crescent pointe - first victoria - 34' wide ac-ezml - 0.24ac.wpd



# Exhibit D

H:\Land Projects R2\TEXAS WORLD\dwg\Crescent Pointe\Exhibits\A&M 60' ROW Easement.dwg 3/12/2008 5:03:18 PM CDT

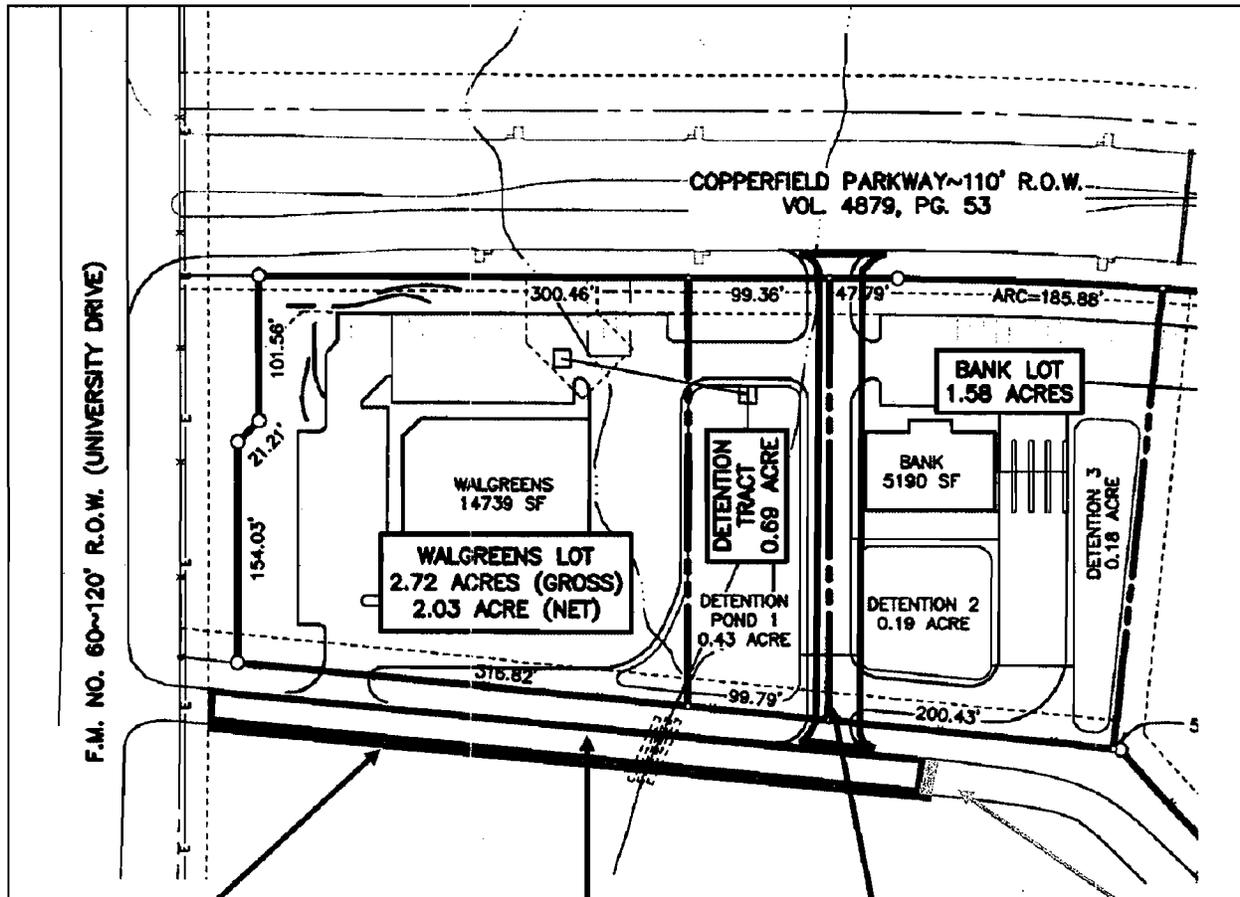


SURVEYED: MARCH, 2008

BY: S.M. KLING R.P.L.S. NO. 2003

# EXHIBIT "E"

## MAP LOCATING THE TAMUS EASEMENT AND CRESCENT POINTE/VICTORIA

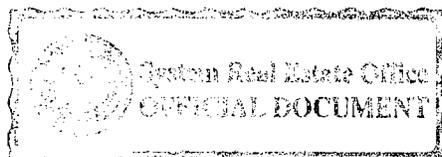


**Six Foot Chain Link Fence to be Installed by Crescent Pointe and Given to TAMUS**

**Roadway Easement to be Granted by TAMUS to the City of College Station**

**Access Easement to be Granted by Crescent Pointe/Victoria to TAMUS**

**Security Gate to be Installed by Crescent Pointe and Given to TAMUS**



**May 8, 2008**  
**Consent Agenda Item 2e**  
**Cancellation of Municipal Court Building Second Floor Finish Out Project**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, discussion, and possible action terminating a Professional Services Contract with Hidell Associates – Architects for the design of the improvements necessary to complete the second floor of the Municipal Court Building.

**Recommendation(s):** Staff recommends terminating the Professional Services Contract between the City of College Station and Hidell Associates - Architects.

**Summary:** The Professional Services Contract with Hidell Associates - Architects was for the conceptual, preliminary, and final design of the second floor of the Municipal Court Building. The contract was signed in January 2007. However, soon after the project started, the architectural consultant suggested that the City consider an alternative delivery method such as Construction Manager at Risk (CMAR) in an effort to save time, money, and to get a more accurate estimate of cost for construction. This would be the first CMAR project for the City of College Station. Therefore, the City needed to develop a CMAR contract for the agreement between the City and the construction contractor. The architectural consultant completed some preliminary work on the project while the City worked with our legal consultant to develop a CMAR contract.

The City has finalized the CMAR contract and Request for Proposals (RFP) for the CMAR, and is now ready to move forward with design of the modifications to the Municipal Courts Building. Our schedule and needs was discussed with the architectural consultant, and they indicated that due to other projects and other commitments, that they are not able to begin work on our project in the near future, and can not meet our schedule. Staff feels it is in the best interest of the City to terminate this contract and seek the services of another qualified architectural consultant to complete the design. Hidell Associates- Architects will submit a compact disk containing all the work completed to date on this project. The City will obtain the services of a different architectural consultant to develop conceptual, preliminary, and final design of the second floor the municipal courts building, and to either modify the first floor, or add a vestibule to the front of the building in an effort to provide additional lobby space in the building to accommodate the new security equipment currently in the lobby.

**Budget & Financial Summary:** The amount of this contract is \$87,290. To date, the consultant has spent \$19,350.46.

**Attachments:**  
1. Resolution

**May 8, 2008**  
**Consent Agenda Item 2f**  
**A Resolution Approving an Advanced Funding Agreement with the Texas Department of Transportation for the State Highway 30 Widening Project**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion on a Resolution of the City Council of College Station, Texas, approving an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) to design and construct additional lanes on State Highway 30 from 4.20 miles west of F.M. 244 to 4.63 miles west of F.M. 244 and adjacent to the BSWMA Twin Oaks Landfill site for the purpose of providing safe ingress and egress from said facility in an amount not to exceed \$656,750.

**Recommendation(s):** Staff recommends approval of the Resolution in the amount of \$656,750.

**Summary:** In order to issue a driveway permit for the Twin Oaks Landfill, the Texas Department of Transportation (TxDOT) is requiring BSWMA to design and construct improvements on State Highway 30 in order to ensure safe vehicle ingress and egress to the facility. Improvements will consist of 3330 feet or 0.63 miles of deceleration and acceleration lanes, signage, and related infrastructure. BSWMA's participation rate will be at 100%, and no right-of-way acquisition or utility relocation will be required for this project. TxDOT has waived direct state costs such as plan review, inspection, and construction oversight expenses related to this project.

**Budget & Financial Summary:** Funding for this Advance Funding Agreement in the amount of \$656,750 is available in the BSWMA Capital Improvements Fund.

**Attachments:**

1. Resolution
2. Advance Funding Agreement

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING THE MAYOR TO SIGN AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE WIDENING OF STATE HIGHWAY 30 ADJACENT TO THE PROPOSED BVSWMA LANDFILL SITE; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of College Station is required to design and construct additional lanes on State Highway 30 from 4.20 miles west of F.M. 244 to 4.63 miles west of F.M. 244 and adjacent to the proposed BVSWMA landfill site for the purpose of providing safe ingress and egress from said facility (the” Project”); and

WHEREAS, the City and the State have agreed upon a plan to widen State Highway 30 adjacent to the proposed BVSWMA landfill site; and

WHEREAS, detailed construction plans have been prepared; and

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

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

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

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

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

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

**PART 3:** The City Council of the City of College Station hereby authorizes the Mayor to execute said Advanced Funding Agreement on behalf of the City of College Station, Texas and to transmit the same to the State of Texas for appropriate action.

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

Page 2

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

ADOPTED by the City Council of the City of College Station, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ATTEST:

APPROVED:

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

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

APPROVED:

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

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT  
FOR A LOCAL GOVERNMENT TO  
CONSTRUCT AN ON-SYSTEM IMPROVEMENT  
WITH 50% to 100% LOCAL FUNDS**

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

**WITNESSETH**

**WHEREAS**, Transportation Code, Section 201.209 authorizes the State and a Local Government to enter into agreements to increase the efficiency and effectiveness of government within the scope of their authorized duties; and,

**WHEREAS**, Texas Transportation Code, Section 222.052 allows a Local Government to contribute funds for the development and construction of the public roads and state highway system; and,

**WHEREAS**, the Local Government has provided for the design and construction of additional lanes on SH 30 adjacent to the proposed Brazos Valley Solid Waste Management Agency (BVSWMA) landfill site (the Project) to improve the safety and operations of the public roads and state highway system as approved by a resolution or ordinance which is attached hereto and made a part hereof as Attachment "A"; and,

**WHEREAS**, on November 16, 2006, the Texas Transportation Commission passed Minute Order 110753, authorizing the State to enter into the necessary agreements with the Local Government to allow the Local Government to make such improvements at its own cost;

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

**AGREEMENT**

- 1. Period of the Agreement.** This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided herein.
- 2. Scope of Work.** The Local Government will fund and develop the Project described as the design and construction of additional lanes on SH 30 adjacent to the proposed BVSWMA landfill site for the purpose of providing safe ingress and egress from said facility. The project is at the location described in Project Location Map, attached hereto and made a part hereof as Attachment "B".

### **3. Right of Way.**

Right-of-way and real property acquisition shall be the responsibility of the Local Government. Title to right-of-way and other related real property must be acceptable to The State before funds may be expended for the improvement of the right of way or real property. If the Local Government is the owner of any part of the project site under this Agreement, the Local Government shall permit The State or its authorized representative access to occupy the site to perform all activities required to execute the work.

All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to The State and its representatives for review and inspection.

- A. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to The State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- B. In the event real property is donated to the Local Government after the date of The State's authorization, the Local Government will provide all documentation to The State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this agreement and The State's issuance of a letter of funding authority.
- C. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to The State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- D. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to The State and to submit to The State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values.

Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by The State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- E. Condemnation shall not be used to acquire real property for this Project.
- F. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of The State's predetermined value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- G. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. This agreement must be approved by The State prior to its execution. A copy of the executed agreement shall be provided to The State.

**4. Project Funding.**

- a. The Local Government shall provide 100% (one hundred percent) of the necessary funds for development of the Project, including but not limited to: survey; right-of-way acquisition; required utility work; environmental assessment and remediation; preliminary and final design work; all costs associated with advertising and letting the Project to contract; all construction bid item costs; all construction contract management costs; all construction bid item change order costs, should they become necessary; and all construction bid item material and equipment testing costs. An Estimated Project Budget is attached as Attachment C.
- b. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**5. Project Responsibilities.** The Local Government is responsible for all aspects of the Project unless otherwise indicated in this Agreement.

**a. Utilities.**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

The Local Government will be responsible for all costs associated with additional adjustment, removal, or relocation during the construction of the project, unless this work is provided by the owners of the utility facilities:

- i. per agreement;
- ii. per all applicable statutes or rules, or;
- iii. as specified otherwise in a LPAFA.

Prior to letting a construction contract for a local project, a utility certification must be made available to the State upon request stating that all utilities needing to be adjusted for completion of the construction activity have been adjusted.

**b. Environmental Assessment and Mitigation.**

- i. The Local Government must comply with all applicable federal, state, and local environmental laws and regulations and permitting requirements.
- ii. The Local Government is responsible for preparing the appropriate environmental documents necessary to obtain environmental clearance.
- iii. The Local Government is responsible for the identification and assessment of any environmental problems associated with the Project.
- iv. The State is responsible for coordination with the applicable resource agencies and for obtaining the final environmental clearance.
- v. The Local Government is responsible for the cost of the mitigation or remediation of any environmental problems identified during the process of securing the environmental clearance of the Project.
- vi. The Local Government is responsible for providing any public meetings or public hearings, if required.
- vii. The Local Government shall provide the State with written certification that identified environmental problems have been mitigated or remediated in accordance with the terms of the environmental documents and the coordination with the applicable resource agencies.

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

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

**d. Preliminary Engineering.**

- i. The Local Government will be responsible for the preparation of all the engineering contract documents required for the construction of the Project.
- ii. The Local Government shall prepare the preliminary engineering, specifications and estimates (PS&E) to be let by the Local Government in accordance with the latest AASHTO or State standards or the Local Government's standards, as approved by the State. The Local Government shall submit shop drawings for all materials intended for use on the traffic signals and related items to the State for the State's approval, prior to fabrication and/or use.
- iii. The Local Government shall submit the completed PS&E to the State for review and approval. The Local Government shall not advertise for the construction contract until the State has approved the PS&E documents.
- iv. The State shall review all plan work and associated documentation in a timely manner.

**e. Bidding.**

The Local Government shall have its own construction contract letting and award procedures approved by the State or the Local Government shall agree to use the applicable Local Government Project Procedures provided by the State at the following website: <http://the State-webdev/business/localgov.htm>. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award a contract for construction of the Project in accordance with existing procedures and applicable laws.

The Local Government shall notify the State once the project is advertised for bids. Once the bid tabulations have been received, the Local Government shall obtain approval from the State prior to awarding the contract to the successful bidder. The Local Government must submit a right of way certification stating that right of way acquisition is complete or no right of way is needed before the State will approve the bid.

**f. Construction.**

- i. The State will be responsible for auditing and construction oversight.

- ii. The Local Government shall notify the State before actual construction work on State right of way begins. Said notification shall include, but is not limited to: invitation to all pre-letting and pre-construction meetings; invitation to all work-in-progress meetings; and a minimum of 3 workdays notice prior to performing major items of work (such as placing or modifying traffic control plans, pouring any concrete items, and/or performing any work items on the existing or proposed traffic signal system) on the project.
- iii. The Local Government shall submit all change order plan work and associated items to the State for their review and approval prior to enacting any change order associated with the project. The Local Government or its engineer will supervise and inspect all work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the Project is accomplished in accordance with the approved PS&E.

The Local Government shall test (or cause to be tested) all construction bid item materials and equipment in accordance with The State testing standards. The Local Government shall provide written results of the various tests to the State within 3 workdays following the completion of each test. In cases where a material or an equipment test indicates that the material or equipment fails to meet The State standards, the Local Government shall recommend a course of corrective action to the State. The State shall have the authority to accept or reject the corrective action. If the corrective action plan is rejected by the State, the Local Government shall continue to seek-out a corrective action plan until it develops one that is acceptable to the State. All costs associated with material and/or equipment corrective actions shall be borne solely by the Local Government.

- iv. The Local Government shall inspect all construction bid item work to ensure that it is performed in accordance with applicable The State standards and specifications.
- v. The Local Government shall submit all concrete mix designs to the State for approval, prior to use on the project.
- vi. The State shall have and retain oversight of all inspection of all items of work performed within the State right-of-way.

The State shall periodically inspect the project's signs, barricades and traffic control plan to ensure compliance with the Texas Manual on Uniform Traffic Control Devices (TxMUTCD). The State shall attend all pre-work and pre-construction meetings.

- 6. **Final Inspection.** The Local Government shall request by letter within fifteen (15) days of physical completion of the work that the local State office perform its final inspection and acceptance.
- 7. **Project Maintenance.** The Local Government shall be responsible for maintenance of its own local public roads after completion of the Project and the State shall be responsible for maintenance of the state highway system after completion of the Project.

- 8. Termination of this Agreement.** This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless the:
- a. Agreement is terminated in writing with the mutual consent of the parties;
  - b. Agreement is terminated because the Local Government has breached the contract.
  - c. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project.

If the Agreement is terminated then the Local Government must reimburse the State for all Project costs incurred by the State.

- 9. Amendments.** Amendments to this Agreement due to changes in the character of the work or terms of the Agreement, or responsibilities of the parties relating to the Project must be enacted through a mutually agreed upon, written amendment.
- 10. Remedies.** This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.
- 11. Notices.** All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

<b>Local Government:</b>	<b>State:</b>
Glenn Brown City Manager City of College Station P.O. Box 9960 College Station, TX 77842-9960	Robert (Bob) A. Appleton, P.E. Director of Transportation Planning and Development Texas Department of Transportation 1300 North Texas Avenue Bryan, Texas 77903-2760

All notices shall be deemed given on the date so delivered or so deposited in the regular mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

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

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

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

Upon the completion of the Project, the Local Government shall transmit the original as-built construction plans to the State for its permanent records. The Local Government will also furnish the State an electronic copy of this information in a Microstation format.

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

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

**17. Retention of Records and Inspection.** The Local Government shall keep a complete and accurate record to document the performance of the work and to expedite any audit that might be conducted. The Local Government shall maintain all books, documents, papers, accounting records and other documentation relating to costs. Records shall include, but not be limited to, diaries, materials received (invoices), test reports, manufacturer's certificates, warranties, change orders, and time extensions. The Local Government shall make such materials available to the State, the Local Government, or their duly authorized representatives for verification, review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved.

**18. Insurance**

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

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

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

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Date

**ATTEST:**

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

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

**APPROVED:**

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

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

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

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

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

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

**THE STATE OF TEXAS**

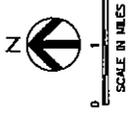
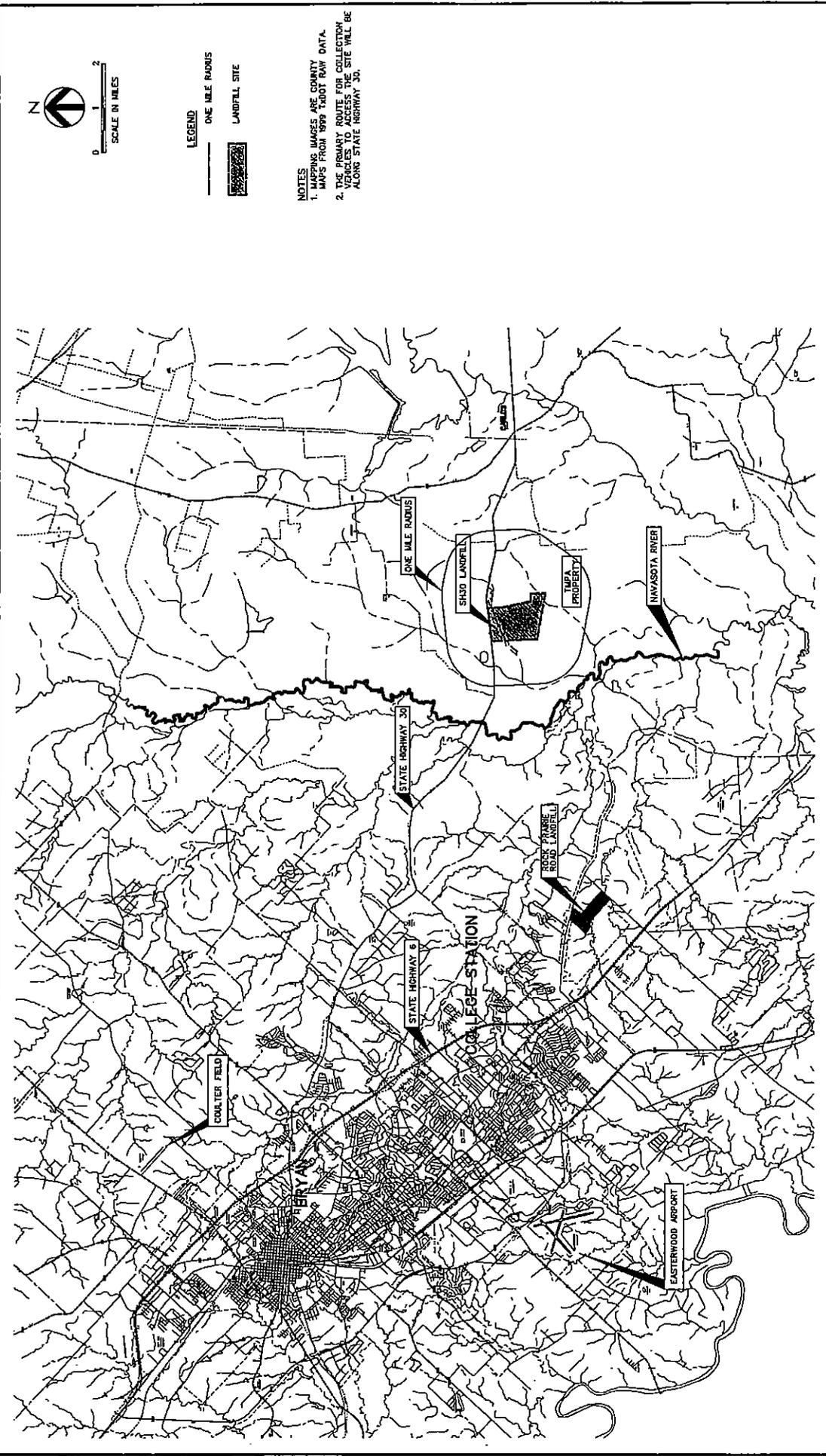
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

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

\_\_\_\_\_  
Date

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

**ATTACHMENT B**  
**Project Location Map**  
**Showing Project**



**LEGEND**  
 ONE MILE RADIUS  
 LANDFILL SITE

**NOTES**  
 1. MAPPING IMAGES ARE COUNTY DATA.  
 2. MAPS FROM 1999 "A" NOT RAW DATA.  
 3. THE PRIMARY ROUTE FOR COLLECTION VEHICLES TO ACCESS THE SITE WILL BE ALONG STATE HIGHWAY 30.

DESIGN	DATE	
CHECK	DATE	
DRAWING	DATE	

**SH30 LANDFILL LOCATION MAP**

DATE: JULY 2005  
 DRAWN BY: J.S. SHOWN  
 PROJECT NO.: 23292  
 SHEET NO.: 1



**PROJECT MANAGER**  
 M. ODEN

**DESIGNER**  
 B. GREEN

NO.	DATE	BY	CHKD.	APP'D.

**HDR**  
 HDR Engineering, Inc.  
 10000 Preston Road  
 Suite 200  
 Dallas, Texas 75248

## ATTACHMENT C

### Estimated Project Budget

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
<b>PRELIMINARY ENGINEERING COSTS</b>							
Preliminary Engineering (Includes environmental documents, right-of-way documents, utility layouts and the complete PS&E)	\$36,000	0%	\$0	0%	\$ 0	100%	\$36,000
<b>CONSTRUCTION, CONSTRUCTION ENGINEERING AND CONTINGENCIES</b>							
Construction	\$603,750	0%	\$0	0%	\$ 0	100%	\$603,750
Construction Management (Includes preparing the contract documents, advertising for bids, awarding the contract, construction management, inspection and testing)	\$17,000	0%	\$0	0%	\$0	100%	\$17,000
Direct State Costs (including plan review, inspection and oversight)	Waived	n/a	\$0	n/a	\$0	n/a	\$0
Indirect State Costs (no local participation required except for service projects)	n/a	n/a	\$0	n/a	\$0	n/a	\$0
<b>TOTAL</b>	<b>\$656,750</b>		<b>\$0</b>		<b>\$0</b>		<b>\$656,750</b>

**May 8, 2008**  
**Consent Agenda Item 2g**  
**State Homeland Security Program Grant Equipment Expenditure**

**To:** Glenn Brown, City Manager

**From:** Robert Alley, Fire Chief

**Agenda Caption:** Presentation, possible action and discussion regarding the approval of a resolution approving equipment expenditures in the amount of \$115,996 for the Communications Trailer and a Radio Control Assembly for the Remotec Bomb Robot.

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

**Summary:** Council approved on November 5, 2007 the State Homeland Security program grant for 2007 in the amount of \$188,800.00 through the Governors Division of Emergency Management. The funding will be used by Police and Fire Departments to purchase equipment that will enhance the response capabilities to terrorist threats or catastrophic events. Two items require Council approval before equipment can be ordered.

The first is the Communications Trailer (\$63,982) to house and maintain the interoperability equipment to remain at our current Level IV as required by the State and Federal Governments to remain eligible for Homeland Security Grants in the future. This Contract was awarded to Shook Mobile Technology through the State contract.

The second is an addition to the Police Departments Remotec Bomb Robot. The Radio Control Assemble (\$52,014) will allow Bomb technicians a wireless means to control the robot at a greater distance providing standoff and increased safety for all involved. This equipment is provided by a sole source provider, Northrop Grumman, Remotec.

**Budget & Financial Summary:** This equipment grant is a purchase and reimbursement type program. The budget amendment for this grant was approved by Council on January 24, 2008.

**Attachments:**  
Resolution

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING EQUIPMENT EXPENDITURES IN THE AMOUNT OF \$115,996 FOR THE COMMUNICATIONS TRAILER AND A RADIO CONTROL ASSEMBLY FOR THE REMOTEC BOMB ROBOT.

WHEREAS, the Office for Domestic Preparedness, a component of the U.S. Department of Homeland Security, has awarded the Governor's Division of Emergency Management (GDEM) the 2007 Homeland Security Grant Program and the Governor's Division of Emergency Management has served the City of College Station ("City") with a Grant Adjustment Notice of the 2007 Homeland Security Grant Program in the amount of \$188,800.00 approved by Council on November 5, 2007; and

WHEREAS, to remain eligible for Homeland Security Grants in the future, a Communications Trailer in the amount of \$63,982 is required to operate and maintain the interoperability equipment to remain at the City's current Level IV as required by the State and Federal Governments; and

WHEREAS, to provide greater safety to the Bomb Technicians and First Responders the addition of a Radio Control Assembly in the amount of \$52,014 will allow Bomb Technicians a wireless means to control the robot at a greater distance; now therefore

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

PART 1: That the City Council hereby approves the equipment expenditure for the Communications Trailer at a cost of \$63,982 to Shook Mobile Technology and the Radio Control Assembly at a cost of \$52,014 to Northrop Grumman, Remotec for a total expenditure of \$115,996 pursuant to the Homeland Security Grant program.

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

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

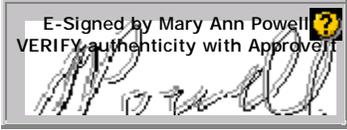
ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:



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City Attorney

**May 8, 2008**  
**Consent Agenda Item 2h**  
**State Homeland Security Program Grant Equipment Expenditure**

**To:** Glenn Brown, City Manager

**From:** Robert Alley, Fire Chief

**Agenda Caption:** Presentation, possible action and discussion regarding the approval of a resolution approving redistribution of Homeland Security Funds from the Live Scan project to the TDEx Implementation Project in the amount of \$9,718.03.

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

**Summary:** Council approved on October 23, 2006 Resolution Number 10-23-2006-12.04 and the State use of Homeland Security Grant funding for Statewide Local Projects in the amount of \$131,240.31. The State now wants to redistribute the remaining funds of \$9,718.03 from the Live Scan project to the TDEx Implementation Project.

**Budget & Financial Summary:** There is no impact to current or future budgets. The Police Department will receive free one or more licenses from the State of Texas.

**Attachments:**

Election Regarding State Use of Homeland Security Grant Funding  
Resolution

**Election Regarding State Use of Homeland Security Grant Funding  
For Statewide Local Projects  
on Behalf Of City of College Station**

This agreement is authorized under the provisions of Chapter 791 (Interlocal Cooperation Act) of Texas Government Code. The parties to this Agreement are the State of Texas and the City of College Station.

The purpose of this agreement is to describe the terms by which the State of Texas shall expend Homeland Security Grant Funding on behalf of City of College Station for TDEx statewide projects designed to benefit local governments.

§ 421.072(a)(1) of the Texas Government Code provides that the Office of the Governor shall allocate available federal and state grants and other funding related to homeland security to state and local agencies that perform homeland security activities. The U.S. Department of Homeland Security (DHS) issued grant number 2006-GE-T6-0068 to the State of Texas for the 2006 Homeland Security Grant Program. The State of Texas has allocated grant funding to City of College Station as a sub recipient of this grant.

Jurisdictions receiving homeland security grant funds may elect to authorize the State of Texas to use grant funds on their behalf during the period of performance of the grant to implement multi-agency projects. Under the rules established by DHS for this grant, this election must be in the form of a written agreement. The jurisdiction has previously made an election of funds for the LiveScan program. This form provides a method to modify that election for a portion of those funds.

City of College Station authorizes the State of Texas to use local homeland security grant funds in the amount indicated below for the statewide local projects. (Check box if you agree.)

TDEx Implementation                      Grant Funds = \$9,718.03

The State of Texas shall provide one or more TDEx licenses to City of College Station during the period of the grant.

Points of Contact:

State of Texas: Jack Colley Chief Governor's Division of Emergency Mgmt PO Box 4087 Austin, Texas 78773-0220	City of College Station The Honorable Ben White Mayor P.O. Box 9960 College Station, TX 77842-0960
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This agreement does not intend to conflict with the current laws or regulations affecting the State of Texas or, including provisions of Texas Government Code §791.025. If any part of the above agreement is inconsistent with such authority, then the terms and agreed upon statement in writing shall be invalid.

The terms of this agreement are effective on the date of signature by the State of Texas.

This agreement may be modified upon the mutual written consent of the parties. The terms of this agreement, if modified, will remain in effect until grant ending date of February 28, 2008.

\_\_\_\_\_  
For: State of Texas

\_\_\_\_\_  
For: City of College Station

Date:

Date:

\*Please return the election form to GDEM via email or fax to:  
[brandy.carter@txdps.state.tx.us](mailto:brandy.carter@txdps.state.tx.us) or fax 512-424-2444 by April 1, 2008.  
Please notify us if you are unable to return the election form by the deadline.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING REDISTRIBUTION OF HOMELAND SECURITY FUNDS FROM THE LIVE SCAN PROJECT TO THE TDEX IMPLEMENTATION PROJECT IN THE AMOUNT OF \$9,718.03.

WHEREAS, the Office for Domestic Preparedness, a component of the U.S. Department of Homeland Security, has awarded the Governor’s Division of Emergency Management (GDEM) the 2006 Homeland Security Grant Program and the Governor’s Division of Emergency Management has served the City of College Station (“City”) with an Election Regarding State Use of Homeland Security Grant Funding for Statewide Local Projects on Behalf of the City of College Station; and

WHEREAS, City Council approved on October 23, 2006 Resolution Number 10-23-2006-12.04 and the State use of Homeland Security Grant funding for Statewide Local Projects in the amount of \$131,240.31; and

WHEREAS, the State now wants to redistribute the remaining funds of \$9,718.03 from the Live Scan Project to the TDEX Implementation Project; now therefore

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

PART 1: That the City Council hereby approves the Election Regarding State Use of Homeland Security Grant Funding for Statewide Local Projects on Behalf of the City of College Station redistributing the remaining funds of \$9,718.03 from the Live Scan Project to the TDEX Implementation Project.

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

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

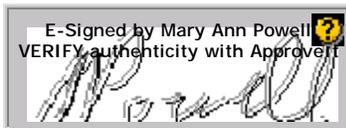
ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:



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City Attorney

**May 8, 2008**  
**Consent Agenda Item 2i**  
**2006 State Homeland Security Program Grant Closeout**

**To:** Glenn Brown, City Manager

**From:** Robert Alley, Fire Chief

**Agenda Caption:** Presentation, possible action and discussion regarding the approval of a resolution approving the 2006 Grant Adjustment Notice dated April 9, 2008, closing out the 2006 State Homeland Security Program Grant.

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

**Summary:** Council approved on October 23, 2006 the State Homeland Security program grant for 2006 in the amount of \$80,502.85 through the Governors Division of Emergency Management. All funds have been expended to purchase equipment that will enhance the response capabilities to terrorist threats or catastrophic events.

**Budget & Financial Summary:** The City has been reimbursed the \$80,502.85 from the Governors Division of Emergency Management, State Administration Agency.

**Attachments:**  
2006 Grant Adjustment Notice, dated April 9, 2008  
Resolution



# Governor's Division of Emergency Management

## 2006 Grant Adjustment Notice for City of College Station

Date of Award

**April 9, 2008**

This GAN changes the performance dates of the grants in Section 5.

<b>1. Sub-Recipient Name and Address</b>  Mayor Ben White City of College Station P.O. Box 9960 College Station, TX 77842-0960	<b>2. Prepared by:</b> Saba, Sherry	<b>3. Award Number:</b> 06-GA 15976-02
	<b>4. Federal Grant Information</b>	
	<b>Federal Grant Title:</b>	<b>Homeland Security Grant Program</b>
	<b>Federal Grant Award Number:</b>	2006-GE-T6-0068
	<b>Date Federal Grant Awarded to GDEM:</b>	July 1, 2006
	<b>Federal Granting Agency:</b>	Office of Grants and Training U.S. Department of Homeland Security

5. Award Amount and Grant Breakdowns																		
<b>Total Award Amount</b>  \$80,502.85	<b>Note: Additional Budget Sheets (Attachment A): No</b>																	
	<table border="1"> <tr> <th>CCP 97.053</th> <th>LETPP 97.074</th> <th>MMRS 97.071</th> <th>SHSP 97.073</th> <th>UASI 97.008</th> <th>Other</th> </tr> <tr> <td>\$0.00</td> <td>\$58,128.57</td> <td>\$0.00</td> <td>\$22,374.28</td> <td>\$0.00</td> <td>\$0.00</td> </tr> </table>	CCP 97.053	LETPP 97.074	MMRS 97.071	SHSP 97.073	UASI 97.008	Other	\$0.00	\$58,128.57	\$0.00	\$22,374.28	\$0.00	\$0.00					
	CCP 97.053	LETPP 97.074	MMRS 97.071	SHSP 97.073	UASI 97.008	Other												
\$0.00	\$58,128.57	\$0.00	\$22,374.28	\$0.00	\$0.00													
<b>This award supersedes all previous awards. Performance Period:</b> Jul 1, 2006 to Feb 28, 2009																		

**6. Statutory Authority for Grant:** This project is supported under Public Law 109-90, the Department of Homeland Security Appropriations Act of 2006.

**7. Method of Payment:** Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.

**8. Debarment/Suspension Certification:** The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at <http://www.epls.gov>.

9. Agency Approval	
<b>Approving GDEM Official:</b>  Jack Colley, Chief Division of Emergency Management Office of the Governor	<b>Signature of GDEM Official:</b>  

10. Sub-Recipient Acceptance	
<b>I have read and understand the attached Terms and Conditions.</b>	
<b>Type name and title of Authorized Sub-Recipient official:</b>	<b>Signature of Sub-Recipient Official:</b>

<b>11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:</b>	<b>12. Date Signed :</b>

**13. DUE DATE:** **May 15, 2008**  
Signed award and Direct Deposit Form (if applicable) must be returned to GDEM on or before the above due date.

AWARD NUMBER 2006 HSGP - 15976

## TERMS AND CONDITIONS

### PURPOSE AND OVERVIEW

Sub-grant funds provided shall be used to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism as described in the federal program guidelines, specifically: planning, equipment, training and exercise needs. All costs under these categories must be eligible under OMB Circular No. A-87 Attachment A, located at <http://www.whitehouse.gov/omb/circulars/index.html>.

### 1) AWARD ACCEPTANCE

The **Notice of Sub-recipient Award** is only an offer until the sub-recipient returns the signed copy of the Notification of Sub-recipient Award in accordance with the date provided in the transmittal letter.

### 2) GUIDANCE

This Sub-recipient is subject to the program guidance contained in the U.S. Department of Homeland Security (DHS) FY 2006 Homeland Security Grant Program Guidelines and Application Kit. The Program Guidance and Application Kit can be accessed at [http://www.ojp.usdoj.gov/odp/grants\\_programs.htm](http://www.ojp.usdoj.gov/odp/grants_programs.htm). G&T periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. Office of Grants and Training (OGT)'s Information Bulletins can be accessed at <http://www.ojp.usdoj.gov/odp/docs/bulletins.htm> and are incorporated by reference into this sub-grant. This sub-award is also subject to any Homeland Security Grant Program (HSGP) grant guidance issued by GDEM.

### 3) COMPLIANCE

- A. Sub-recipient hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. parts 18, 22, 23, 30, 35, 38, 42, 61, and 63, 66 or 70 (administrative requirements for grants and cooperative agreements).
- B. Sub-recipient will comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the *Office of Grant Operations (OGO)'s Financial Management Guide* (Jan 2006) at [http://www.dhs.gov/dhspublic/interweb/assetlibrary/Grants\\_FinancialManagementGuide.pdf](http://www.dhs.gov/dhspublic/interweb/assetlibrary/Grants_FinancialManagementGuide.pdf).
- C. When implementing Office of Grants and Training (OGT) funded activities, the sub-recipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The sub-recipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting OGT funded activities.
- D. Sub-recipient agrees to comply with the applicable financial and administrative requirements set forth in the current edition of the Office of Grant Operations (OGO) Financial Management Guide located at <http://www.ojp.usdoj.gov/oc/>.
- E. Sub-recipient will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321). (Federal Assurance)
- F. Sub-recipient must comply (and must require contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations). (Federal Assurance)
- G. If the sub-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance)

**TERMS AND CONDITIONS**

**COMPLIANCE** (continued)

- H. The sub-recipient will cooperate with any Federal, State or Council of Governments assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
- I. Sub-recipient agrees to comply with any additional requirements set by their Council of Governments (COG) in the project notes area on the SPARS website for each project, i.e. mutual aid agreements and UASI working group approvals, if applicable.
- J. Drug Free Workplace

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620. The sub-recipient certifies that it will or will continue to provide a drug-free workplace by:

- 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 2. Establishing an on-going drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the grantee's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 3(K)(1);
- 4. Notifying the employee in the statement required by paragraph (3)(K)(1) that, as a condition of employment under the grant, the employee will abide by the terms of the statement; and Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 5. Notifying the Governor's Division of Emergency Management/State Administrative Agency (GDEM/SAA), in writing, within 10 calendar days after receiving notice under subparagraph 3(K)(4), from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to GDEM/SAA. Notice shall include the identification number(s) of each affected grant;
- 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 3(K)(4), with respect to any employee who is so convicted
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1), 2), 3), 4), 5), and 6). (Federal Certification)

**4) FAILURE TO COMPLY**

GDEM/SAA may suspend or terminate sub-award funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements or statutory objectives of federal law, failing to make satisfactory progress toward the goals or objectives set forth in the sub-award application, failing to follow grant agreement requirements or special conditions, failing to submit required reports, or filing a false certification or other report or document. Satisfactory Progress is defined as accomplishing the following during the performance period of the grant: deciding what purchases will be made, ordering the equipment, ensuring the equipment is shipped and received, and training is accomplished with the equipment (or readied for deployment). All of the aforementioned task must be accomplished in a timely manner. **Special Conditions may be imposed on sub-recipient's use of grant funds until problems identified during grant monitoring visits conducted by GDEM audit and compliance personnel are resolved.**

**5) CONFLICT OF INTEREST**

The sub-recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

**TERMS AND CONDITIONS**

**6) LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the sub-recipient certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the sub-recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

**7) DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510. (Federal Certification)

The sub-recipient certifies that it and its principals and vendors:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; sub-recipients can access debarment information by going to <http://www.epls.gov/>.
- B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- D. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- E. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification)

**8) MONITORING**

- A. Sub-recipient will provide GDEM, State Auditor, or DHS personnel or their authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
- B. Sub-recipient agrees to monitor their program to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that the performance goals are achieved. In addition, Councils of Governments will perform periodic monitoring of grant recipients to ensure compliance.
- C. GDEM/SAA may perform periodic reviews of sub-recipient performance of eligible activities and approved projects. These reviews may include, without limitation: performance of on-site audit and compliance monitoring, including inspection of all grant-related records and items, comparing actual sub-recipient activities to those approved in the sub-award application and subsequent modifications if any, ensuring that advances have been disbursed in accordance with applicable guidelines, confirming compliance with grant assurances, verifying information provided in performance reports and reviewing payment requests, needs and threat assessments and strategies.

**9) REPORTING**

- A. A-133 Reporting Requirement – All sub-recipients must submit an audit report to the Federal Audit Clearinghouse if they expended more than \$500,000 in federal funds in one fiscal year. The federal Audit Clearinghouse submission requirements can be found at <http://harvester.census.gov/sac/>. A report must be submitted to GDEM/SAA each year this grant is active.

**TERMS AND CONDITIONS**

9) **REPORTING** (continued)

- B. Sub-recipient agrees to comply with all reporting requirements and shall provide such information as required to GDEM/SAA for reporting as noted in the 2006 Federal Grant Guidelines and/or in accordance with GDEM/SAA guidance.
- C. Sub-recipient must prepare and submit performance reports to GDEM/SAA for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. Sub-recipient may also be required to submit additional information and data requested by GDEM/SAA.

10) **USE OF FUNDS**

- A. Sub-recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OGT.
- B. The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the Homeland Security Grant Program Guidelines and Application Kit for that fiscal year and must support the goals and objectives included in the State Homeland Security Strategic Plan and the Urban Area Homeland Security (UASI) Strategies.
- C. The sub-recipient official certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

11) **REIMBURSEMENT**

- A. Sub-recipient agrees to make no request for reimbursement prior to return of this agreement and signed by the authorized sub-recipient representative.
- B. Sub-recipient agrees to make no request for reimbursement for goods or services procured by sub-recipient prior to the performance period start date of this agreement.

12) **ADVANCE FUNDING**

- A. If a financial hardship exists, a sub-recipient may request an advance of grant funds for expenditures incurred under this program. Requests must be made in writing by the chief elected official and submitted to GDEM/SAA. This will be accomplished using the SPARS website by following the instructions for generating hardship letters. GDEM/SAA will determine whether an advance will be made.
- B. If a sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28 CFR Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at [http://www.access.gpo.gov/nara/cfr/waisidx\\_04/28cfrv2\\_04.html](http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfrv2_04.html) and the Uniform Rule 28 CFR Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, at [http://www.access.gpo.gov/nara/cfr/waisidx\\_03/28cfr70\\_03.html](http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html). Sub-recipients must report any interest earned to GDEM/SAA. Any interest earned in excess of \$100 must, on a quarterly basis, be remitted to:

United States Department of Health and Human Services  
Division of Payment Management Services  
P.O. Box 6021  
Rockville, MD 20852

13) **TRAINING/EXERCISE**

Sub-recipient agrees that, during the performance period of this grant, any and all changes to their sub-recipient agreement regarding planning, training, equipment, and exercises must be routed through the appropriate reviewing authority, either the local Council of Governments or Urban Area Security Initiative (UASI) Working Group.

14) **EQUIPMENT REQUIREMENTS**

- A. Sub-recipients must maintain an updated inventory of equipment purchased through this grant program in accordance with Uniform Grant Management Standards – III, State Uniform Administrative Requirements For Grants and Cooperative Agreements, Subpart C - Post-Award Requirements, Reports, Records, Retention, and Enforcement, .32 Equipment and the *Office of Grant Operations Financial Management Guide* .

**TERMS AND CONDITIONS**

**14) EQUIPMENT REQUIREMENTS (continued)**

- B. The sub-recipient agrees that any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security." Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

**15) UASI**

- A. If the sub-recipient is a participant in a UASI program, during the performance period of this grant, sub-recipient agrees to adhere to the UASI strategy, goals, objectives, and implementation steps.
- B. Sub-recipient agrees that, during the performance period of this grant, all communications equipment purchases must be reviewed and approved by the Regional Interoperable Communications Committee and the UASI points of contact (voting members), if applicable.

**16) REQUIREMENTS - MISCELLANEOUS**

- A. During the performance period of this grant, sub-recipient must maintain an emergency management plan at the Basic Level of planning preparedness or higher, as prescribed by GDEM. This may be accomplished by a subgrantee maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If GDEM identifies deficiencies in the sub-recipient's plan, sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from GDEM.
- B. Projects identified in the State Preparedness Assessment Report System (SPARS) ([www.texasdpa.com](http://www.texasdpa.com)) must identify and relate to the goals and objectives indicated by the applicable 15 approved project investments for the period of performance of the grant.
- C. During the performance period of this grant, sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.
- D. During the performance period, the sub-recipient must register as a user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing \$5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.
- E. Sub-recipients must implement the National Incident Management System (NIMS) at the local level. The requirement to train personnel on the IS-700 course, National Incident Management System (NIMS), An Introduction, has been extended into FY 06. Grant recipients must have formally recognized the NIMS and adopt the NIMS principles and policies.

**17) CLOSING THE GRANT**

- A. The sub-recipient must have all equipment ordered by December 30, 2007. The last day for submission of invoices is February 28, 2008.
- B. GDEM/SAA will close a sub-award after receiving sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the sub-recipient is owed additional funds, GDEM/SAA will send the final payment automatically to the sub-recipient. If the sub-recipient did not use all the funds received, GDEM/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

**18) PUBLICATIONS**

- A. Sub-recipient acknowledges that OGO/OGT reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with SLGCP regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- B. The sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants and Training, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Homeland Security."

***TERMS AND CONDITIONS***

**19) RESTRICTIONS, DISCLAIMERS and NOTICES**

- A. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by GDEM/SAA prior to obligation or expenditure of such funds.
- B. In cases where local funding is established by COGs, release of funds by GDEM is contingent upon regional funding allocation approval by the sub-recipient's COG governing board.
- C. Notwithstanding any other agreement provisions, the parties hereto understand and agree that GDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet GDEM's liabilities hereunder. GDEM shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.
- D. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Jack Colley, Chief  
Division of Emergency Management  
Office of the Governor  
PO Box 4087  
Austin , TX 78773-0270

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE 2006 GRANT ADJUSTMENT NOTICE FROM THE GOVERNOR’S DIVISION OF EMERGENCY MANAGEMENT TO CLOSE OUT THE 2006 STATE HOMELAND SECURITY PROGRAM GRANT.

WHEREAS, the Office for Domestic Preparedness, a component of the U.S. Department of Homeland Security, has awarded the Governor’s Division of Emergency Management (GDEM) the 2006 Homeland Security Grant Program and the Governor’s Division of Emergency Management has served the City of College Station (“City”) with a Grant Adjustment Notice, dated April 9, 2008, for the 2006 Homeland Security Grant Program in the amount of \$80,502.85 approved by Council on October 23, 2006; and

WHEREAS, the City has expended all funds, has been reimbursed the full amount of \$80,502.85 and wishes to close out this grant with the State; now therefore

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

PART 1: That the City Council hereby approves the 2006 Grant Adjustment Notice, dated April 9, 2008 from the Governor’s Division of Emergency Management closing out the 2006 Homeland Security Grant Program having been reimbursed for expended funds in the amount of \$80,502.85.

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

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

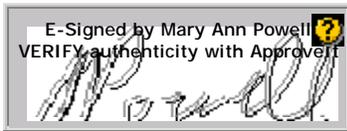
ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:



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

**May 8, 2008**  
**Consent Agenda Item 2j**  
**West Park Rehabilitation Project Changer Order #3**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion ratifying a change order to Contract #06-060 in the amount of \$36,803.14 to Knife River Inc, (formerly Young Contractors, Inc.) for construction work associated with West Park Rehabilitation Project.

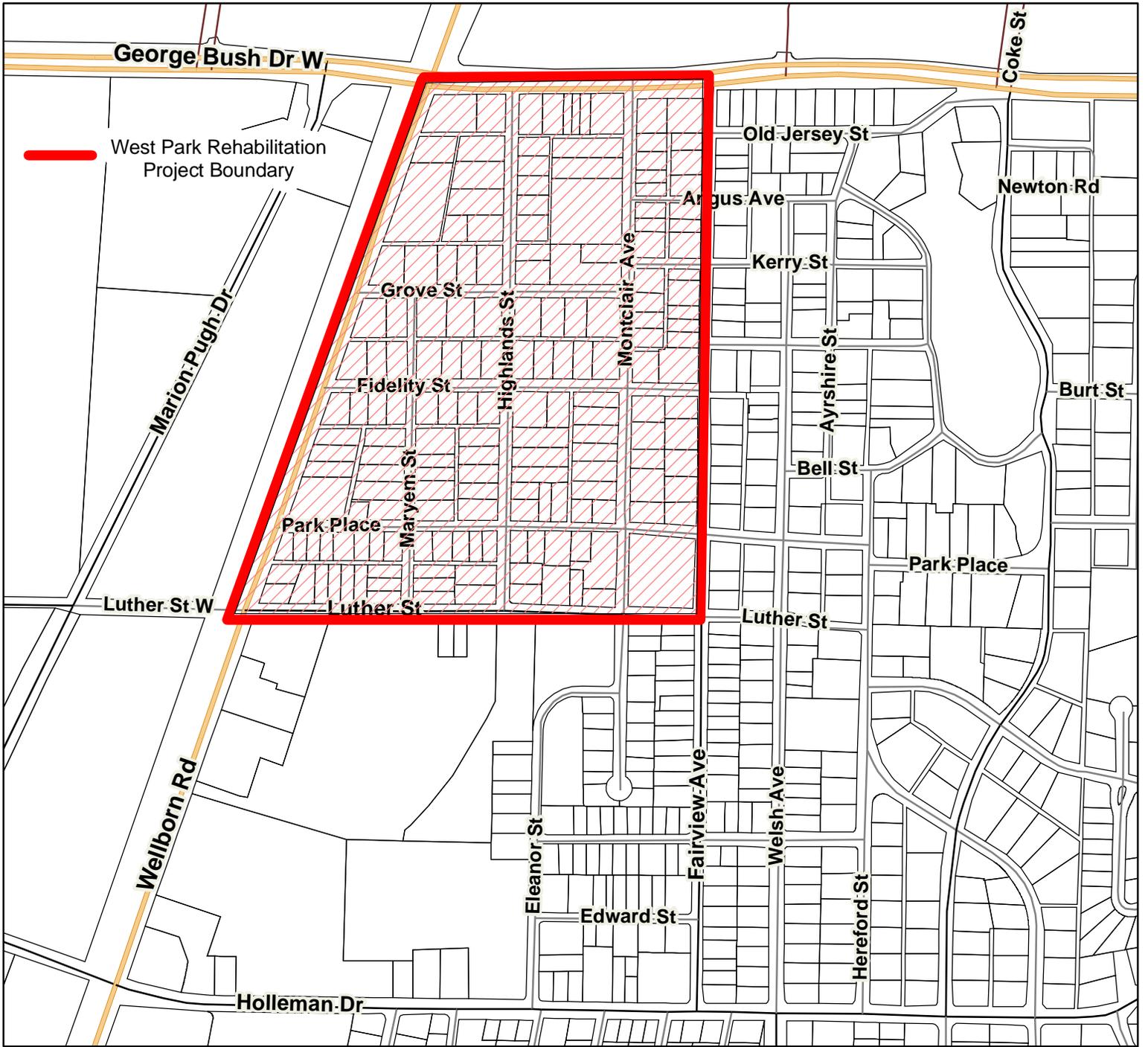
**Recommendation(s):** Staff recommends approval of this item

**Summary:** Contract #06-600 was approved by Council on February 9, 2006 (Item 12.2) for the purpose of constructing the West Park Rehabilitation Project. The Change Order ratifies the financial portions of the project that were physically completed in December 2007. The Change Order ratifies final quantities for line items that were over run and under run during construction and were not quantifiable until the conclusion of the project. This Change Order, also, recoups funds for failed soil testing and lost road signs that were originally paid for by the City and are reimbursable per the construction contract.

**Budget & Financial Summary:** The current contract amount for the Water portion of this project is \$973,702.15. This change order will decrease the water portion of the contract by \$21,609.30 to a total of \$952,092.85. The current contract amount for the Wastewater portion of this project is \$976,894.15. This change order will increase the Wastewater portion of the contract by \$26,942.04 to a total of \$949,952.11. The Water and Wastewater portions of this project are within budget. The current contract amount for the Drainage portion of this project is \$560,000. This change order will increase the Drainage portion of the contract by \$41,330.00 to a total of \$601,330. The Drainage portion of the project will be over budget by \$41,475.04. The current contract amount for the Streets portion of this project is \$1,077,663.50. This change order will decrease the Streets portion of the contract by \$9,859.60 to a total of \$1,067,803.9. The Streets portion of the project will be over budget by \$36,980.27. The additional funds will be transferred from the College Park/Breezy Heights project, which, based on recent bid estimates, will come in below the current budget. The total net increase of this change order to the contract amount is \$36,803.14. This will increase the total contract to \$3,625,062.94 from \$3,588,259.80, which is an increase of 1.03%.

**Attachments:**

1. Change Order #3
2. Project Location Map



**OWNER:**

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

**CONTRACTOR:**

Young Contractors, Inc.  
P.O. Box 674  
Bryan, TX 77806  
Ph: (979) 779-1112  
Fax: (979) 823-2797

**PURPOSE OF THIS CHANGE ORDER:**

**A. Purpose of the Change Order:** This change order serves to update final quantities of line items for the above noted construction contract with Young Contractors/Knife River Inc. for the West Park Rehabilitation Project. The project was completed in December of 2007 and since that time the City and the Contractor have been working to reach final quantity numbers for the work performed in order to balance the Purchase Order and as a method of QA/QC for the final line item totals. In total, this change area adds an additional line item totals. In total, this change order adds an additional \$26,604.44 to the contract amount, a net change of 0.74% to the contract and resulting a total change of 1.99% to the original construction project. After reviewing and verifying these items they can be classified into three different categories. First is errors and omissions related to the initial assumed quantities, this is most noted in item 42 where the estimated temporary repair for storm sewer was far lower than what was required. Items also fall into the category of overruns where original estimates were overrun on items such as in line items 54, 88 and similar items depicted below. The third category is value items where equal construction materials were identified to be used at a cost savings such as items 72,73, and 74 (copper service lines) were replaced with PVC service lines. Additionally this change order seeks reimbursement for failed soil density tests from the contractor and for road signs that were lost by the contractor during construction and had to be replaced by the City.

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
6	LS	Remove Carport	\$3,000.00	1	0	(\$3,000.00)
20	SY	4.5" Sidewalk & Ramps	\$34.00	2258	1878.5	(\$12,903.00)
21	EA	Concrete Driveway Turnout	\$825.00	60	64	\$3,300.00
25	EA	Junction Box	\$2,600.00	7	8	\$2,600.00
37	EA	Con. 24" RCP to Existing Box	\$1,000.00	1	2	\$1,000.00
39	EA	Con. 42" RCP to Existing Box	\$1,700.00	1	3	\$3,400.00
41	LF	Concrete Repair for Storm Sewer	\$96.00	217	181	(\$3,456.00)
42	LF	Temp repair for Storm Sewer	\$37.00	134	1000	\$32,042.00
43	LF	Gravel repair for Storm Sewer	\$43.00	95	154	\$2,537.00
45	SY	6" Conc Drive @ Existing Drive	\$57.00	47.5	69	\$1,225.50
47	LF	12" C909 Waterline	\$76.00	147	107	(\$3,040.00)
48	LF	8" C-909 PVC waterline	\$49.00	2980	2523	(\$22,393.00)
49	LF	6" C909 Waterline	\$42.00	6974	6589	(\$16,170.00)
51	LF	16" Butterfly Valve	\$4,000.00	3	2	(\$4,000.00)
53	EA	8" Gate valve and box	\$1,000.00	12	13	\$1,000.00
54	EA	6" Gate valve and box	\$740.00	32	34	\$1,480.00
54A	EA	3" Gate valve and box	\$450.00	0	6	\$2,700.00
56	LF	6" C909 by uncased bore	\$59.00	60	0	(\$3,540.00)
57	EA	Type I Fire Hydrant	\$2,800.00	7	5	(\$5,600.00)
58	EA	Type II Fire Hydrant	\$2,900.00	3	5	\$5,800.00
59	EA	Remove and Relocate Existing meter	\$500.00	35	25	(\$5,000.00)
60	EA	1" Long Water Service Transfer	\$660.00	37	43	\$3,960.00
60A	EA	1.5" Dual Service transfer	\$1,900.00	0	3	\$5,700.00
61	EA	Short Water Service Transfer	\$450.00	91	106	\$6,750.00
63	LF	14" Steel Casing Installed	\$100.00	98	71	(\$2,700.00)
63A	LF	12" Steel Casing Installed	\$100.00	10	25	\$1,500.00
64	LF	10" Casing By Open Cut	\$90.00	18	0	(\$1,620.00)
66	EA	Connect Existing 6" to Existing 16"	\$1,800.00	2	3	\$1,800.00
68	EA	Connect 8" to Existing 8" Water	\$1,200.00	1	3	\$2,400.00
69	EA	Connect 8" to Existing 6" Water	\$1,100.00	1	0	(\$1,100.00)
70	EA	Connect Existing 6" to Existing 6"	\$1,000.00	3	7	\$4,000.00
72A	LF	1 1/2" PVC water service line	\$14.60	0	154	\$2,248.40
73A	LF	1" PVC water service line	\$14.10	0	1070	\$15,087.00
74A	LF	3/4" PVC water service line	\$12.50	0	37	\$462.50
72	LF	1 1/2" Type "K" copper tubing water service line	\$18.00	154	0	(\$2,772.00)
73	LF	1" Type "K" copper tubing water service line	\$16.00	1070	0	(\$17,120.00)
74	LF	3/4" Type "K" copper tubing water service line	\$14.00	37	0	(\$518.00)
75	EA	6" Blowoff Valve	\$1,600.00	2	0	(\$3,200.00)
76	EA	2" Blowoff Valve	\$730.00	3	5	\$1,460.00
77A	LF	Remove 6" Waterline	\$2.90	0	1090	\$3,161.00
79	LF	Asphalt Repair for Water	\$38.00	1102	1072	(\$1,140.00)
80	LF	Temporary Repair to Water	\$30.00	1242	1939	\$20,910.00
81	LF	Concrete Repair for Water	\$96.00	549	511	(\$3,648.00)
82	LF	Gravel Repair for Water	\$30.00	847	784	(\$1,890.00)
83	LF	Grout Fill Waterline	\$2.90	10268	8000	(\$6,577.20)
85	LF	8" SDR Sewerline	\$40.00	2935	3395	\$18,400.00
86	LF	6" SDR Sewerline	\$38.00	5247	5240	(\$266.00)
87	LF	8" Sewer by Uncased Bore	\$40.00	90	60	(\$1,200.00)
88	EA	Sewer Manhole	\$2,200.00	15	21	\$13,200.00
89	EA	Sewer Manhole on Existing Line	\$2,300.00	3	2	(\$2,300.00)
90	EA	Sewer Drop Manhole	\$3,700.00	4	3	(\$3,700.00)
91	LF	Grout Fill Sewerline	\$3.10	5481	4000	(\$4,591.10)
92	EA	6" Cleanout	\$640.00	8	7	(\$640.00)
93	EA	Short sewer service transfer	\$380.00	73	91	\$6,840.00
94	EA	Long sewer service transfer	\$580.00	49	41	(\$4,640.00)
99	EA	Curb Repair at Sewer Crossings	\$180.00	60	39	(\$3,780.00)
100	LF	Asphalt Repair for Sewer	\$65.00	993	542	(\$29,315.00)
102	LF	Temporary Repair for Sewer	\$47.00	1706	2042	\$15,768.50

103	LF	Concrete Repair for Sewer	\$105.00	116	154	\$3,990.00
104	LF	Gravel repair for Sewer	\$47.00	165	554	\$18,283.00
105	EA	Abandon Existing Manhole with Grout	\$1,200.00	5	0	(\$6,000.00)
107A	LS	Lower Existing Manhole	\$469.20	0	1	\$469.20
108	LF	Remove Existing Sewer	\$4.00	2532	3764	\$4,928.00
2A1	SY	RC-15 Asphalt Tack Highland	\$0.40	4675	5048	\$149.20
109A2	LF	18" HDPE	\$30.00	1026	898	(\$3,840.00)
110A2	LF	21" HDPE	\$39.00	1176	1165	(\$429.00)
111A2	LF	24" HDPE	\$39.00	531	521	(\$390.00)
113A2	LF	30" HDPE	\$57.00	640	778	\$7,866.00
T1	LS	Temporary Sewer Tie in at Luther & Highland	\$1,495.44	0	1	\$1,495.44
3A1	SY	2" Type D HMAC on Highland	\$6.90	4675	5048	\$2,573.70
S1	EA	24" Stop Sign	(\$50.00)	0	2	(\$100.00)
S2	EA	18"x24" Black SEP Sign	(\$48.00)	0	6	(\$288.00)
S3	EA	30"x6" Street Name Extruded Sign	(\$38.00)	0	2	(\$76.00)
S4	EA	Brown Round Post	(\$40.00)	0	2	(\$80.00)
S5	EA	Brown U Channel Post	(\$40.00)	0	3	(\$120.00)
S6	EA	Brown U Channel Post 4'	(\$15.00)	0	3	(\$45.00)
S7	EA	Sign Clamps	(\$9.00)	0	4	(\$36.00)
S8	EA	Brackets for Street Names	(\$12.00)	0	2	(\$24.00)
S9	EA	Poz Loc base	(\$20.00)	0	2	(\$40.00)
ST1	EA	Failed Soil Density Tests	(\$22.00)	0	18	(\$396.00)
					<b>TOTAL</b>	<b>\$36,803.14</b>

THE NET AFFECT OF THIS CHANGE ORDER IS 1.03% INCREASE.

ORIGINAL CONTRACT AMOUNT	\$3,544,008.30	
Change Order No. 1	\$44,251.50	1.25% CHANGE
Change Order No. 2	\$0.00	0.00% CHANGE
Change Order No. 3	\$36,803.14	1.03% CHANGE
REVISED CONTRACT AMOUNT	\$3,625,062.94	2.28% TOTAL CHANGE

ORIGINAL CONTRACT TIME	425
Time Extension No. 1	9
Time Extension No. 2	128
Revised Contract Time	562

ORIGINAL SUBSTANTIAL COMPLETION DATE	22-Jul-07
Revised Substantial Completion Date	6-Dec-07

APPROVED

*[Signature]* 4/14/08  
A/E CONTRACTOR Date  
*John Lattin* 3/31/2008  
CONSTRUCTION CONTRACTOR Date  
*Edward L. McDonald* 3/28/08  
PROJECT MANAGER Date  
*Charles R. Gill* 15-April-2008  
DEPARTMENT DIRECTOR Date

\_\_\_\_\_  
CHIEF FINANCIAL OFFICER Date  
*[Signature]*  
CITY ATTORNEY Date  
\_\_\_\_\_  
MAYOR Date  
\_\_\_\_\_  
CITY SECRETARY Date  
\_\_\_\_\_  
CITY MANAGER Date

\*This Change Order is acceptance by ratification for work already completed

**May 8, 2008**  
**Consent Agenda Item 2k**  
**Change Order to the Bee Creek Combined**  
**Channel Improvements Construction Contract**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding Change Order No. 3 to the construction contract (Contract No. 06-048) with Austin Filter Systems, Inc. in the amount of \$61,430.50.

**Recommendation(s):** Staff recommends approval of Change Order #3 in the amount of \$61,430.50.

**Summary:** This change order will adjust line item quantities to close out the P.O., including increasing the erosion control quantities of slope treatment concrete blocks and rip rap. The slope treatment block increase was primarily a result of removing a low water crossing at the confluence. The crossing was eliminated since the Bee Creek Crossing project would install a bridge over Bee Creek at the end of Longmire Ct. The increase in the rip rap quantities was needed to address high erosion prone areas along the creek and maintain slope stability and to protect an 18" water line crossing near Texas Avenue that remained in place.

**Budget & Financial Summary:** The original construction contract is in the amount of \$2,689,718.50. Change Order #3 will result in a net increase of the contract amount by 2.32%. The revised contract amount is \$2,752,002.31. The Wastewater portion of the contract will decrease by \$4,500 and will be within the project budget. The Drainage portion of the contract will increase by \$65,930.50, which will bring this portion of the project over budget by approximately \$24,000. These funds will be transferred from the Bee Creek IV and V project. It is anticipated that these funds will be requested back during the FY09 budget process.

**Attachments:**

- 1.) Change Order #3
- 2.) Project Location Map

CHANGE ORDER NO. 3  
P.O.# 060553

Contract No. 06-048 DATE: April 14, 2008  
PROJECT: Bee Creek Combined Channel Improvements, SD-9802

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

CONTRACTOR:  
Austin Filter Systems, Inc.  
13653 Rutledge Spur  
Austin, Texas 78717  
Ph: (512) 331-6673  
Fax: (512) 331-6687

PURPOSE OF THIS CHANGE ORDER:

- 24. Quantity increase due to removed asphalt low-flow crossing (26&27) and extension over water line at Texas Av
- 25. Rip rap installed at additional locations with high susceptibility to erosion
- 26. & 27. Low flow crossing removed from the project.
- 37. Additional off-site drain pipe installed in the south bank near sta 68+00.
- 38. 30" pipe installed for off-site drainage from the electric substation.
- 49. Additional quantity for sand stone overrun.
- 64. Grouted rip rap flumes at residential washout locations near Sta. 35+00, Sta. 39+25 and Sta. 74+50
- 65. Parking lot corner and flume repair from washout around sanitary sewer manhole
- 66. Offsite Ditch Interceptor (30" RCP) near electric substation

4, 11, 12, 20, 36, 39, 46, 47, 48. Line items quantities adjustment.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
24	SY	Slope Treatment - Pavestone Blocks	\$55.00	8500	9445	\$51,975.00
25	SY	Rip Rap	\$95.00	1963	2435	\$44,840.00
26	SY	2" Asphalt	\$12.00	495	0	(\$5,940.00)
27	SY	6" Cement Stabilized Base	\$23.50	577	0	(\$13,559.50)
37	LF	18" RCP	\$68.00	34	55	\$1,428.00
38	LF	30" RCP	\$98.00	40	56	\$1,568.00
49	CY	Remove Sand Stone	\$39.00	100	105	\$195.00
64	SY	Grouted Flume Construction	\$50.00	0	63	\$3,150.00
65	LS	Parking lot repair and flume construction & Angelina Flume	\$2,888.00	0	1	\$2,888.00
66	EA	Offsite Ditch Interceptor (30" RCP)	\$3,000.00	0	1	\$3,000.00
4	LF	Trench Safety	\$2.00	2699	2227	(\$944.00)
11	EA	Remove Existing Sanitary Sewer Manholes	\$900.00	5	4	(\$900.00)
12	EA	Adjust Sanitary Sewer Manhole	\$1,800.00	3	1	(\$3,600.00)
20	LF	Remove Existing Water Line	\$9.00	470	90	(\$3,420.00)
36	LF	24" RCP	\$76.00	473	444	(\$2,204.00)
39	LF	36" RCP	\$118.00	340	316	(\$2,832.00)
46	LF	Remove & Reinstall Wood Fence	\$19.00	427	534	\$2,033.00
47	LF	Remove & Reinstall Chain Link Fence	\$14.00	1043	509	(\$7,476.00)
48	LF	Remove & Reinstall Barbed Wire Fence	\$7.00	1401	148	(\$8,771.00)
				TOTAL		\$61,430.50

THE NET AFFECT OF THIS CHANGE ORDER IS 2.28% INCREASE.

ORIGINAL CONTRACT AMOUNT	\$2,689,718.50		
Change Order No. 1	(\$1,146.69)	-0.04%	CHANGE
Change Order No. 2	\$2,000.00	0.07%	
Change Order No. 3	\$61,430.50	2.28%	CHANGE
REVISED CONTRACT AMOUNT	\$2,752,002.31	2.32%	TOTAL CHANGE

ORIGINAL CONTRACT TIME	395 Days
Time Extension No. 1	12 Days
Time Extension No. 2	71 Days
Time Extension No. 3	45 Days
Time Extension No. 4	1 Day
Time Extension No. 5	5 Days
Revised Contract Time	529 Days

APPROVED

A/E CONTRACTOR \_\_\_\_\_ Date \_\_\_\_\_

*Anayla M DeLuca*  
CITY ATTORNEY \_\_\_\_\_ Date \_\_\_\_\_

CONSTRUCTION CONTRACTOR \_\_\_\_\_ Date \_\_\_\_\_

DIRECTOR OF FISCAL SERVICES \_\_\_\_\_ Date \_\_\_\_\_

PROJECT MANAGER \_\_\_\_\_ Date \_\_\_\_\_

MAYOR \_\_\_\_\_ Date \_\_\_\_\_

CITY ENGINEER \_\_\_\_\_ Date \_\_\_\_\_

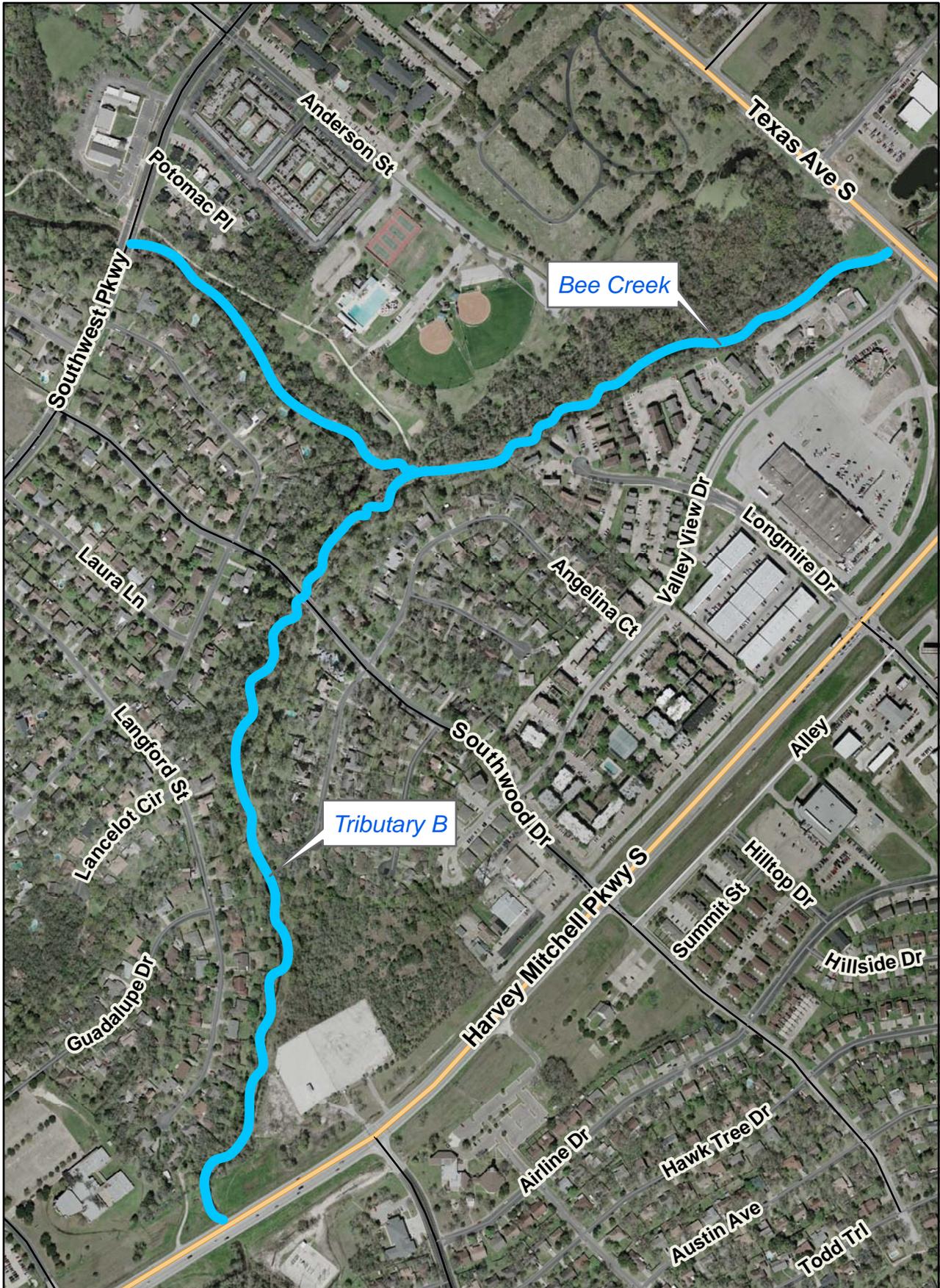
CITY SECRETARY \_\_\_\_\_ Date \_\_\_\_\_

DEPARTMENT DIRECTOR \_\_\_\_\_ Date \_\_\_\_\_

CITY MANAGER \_\_\_\_\_ Date \_\_\_\_\_

\*This Change Order is acceptance by ratification for work already completed.

Bee Creek Combined (SD-9802)



**May 8, 2008**  
**Consent Agenda Item 2L**  
**FM 2818/Welsh Pedestrian Improvements Project**  
**Change Order No. 1 to Contract 07-186**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion to approve a Change Order for the FM 2818/Welsh Pedestrian Improvements Project.

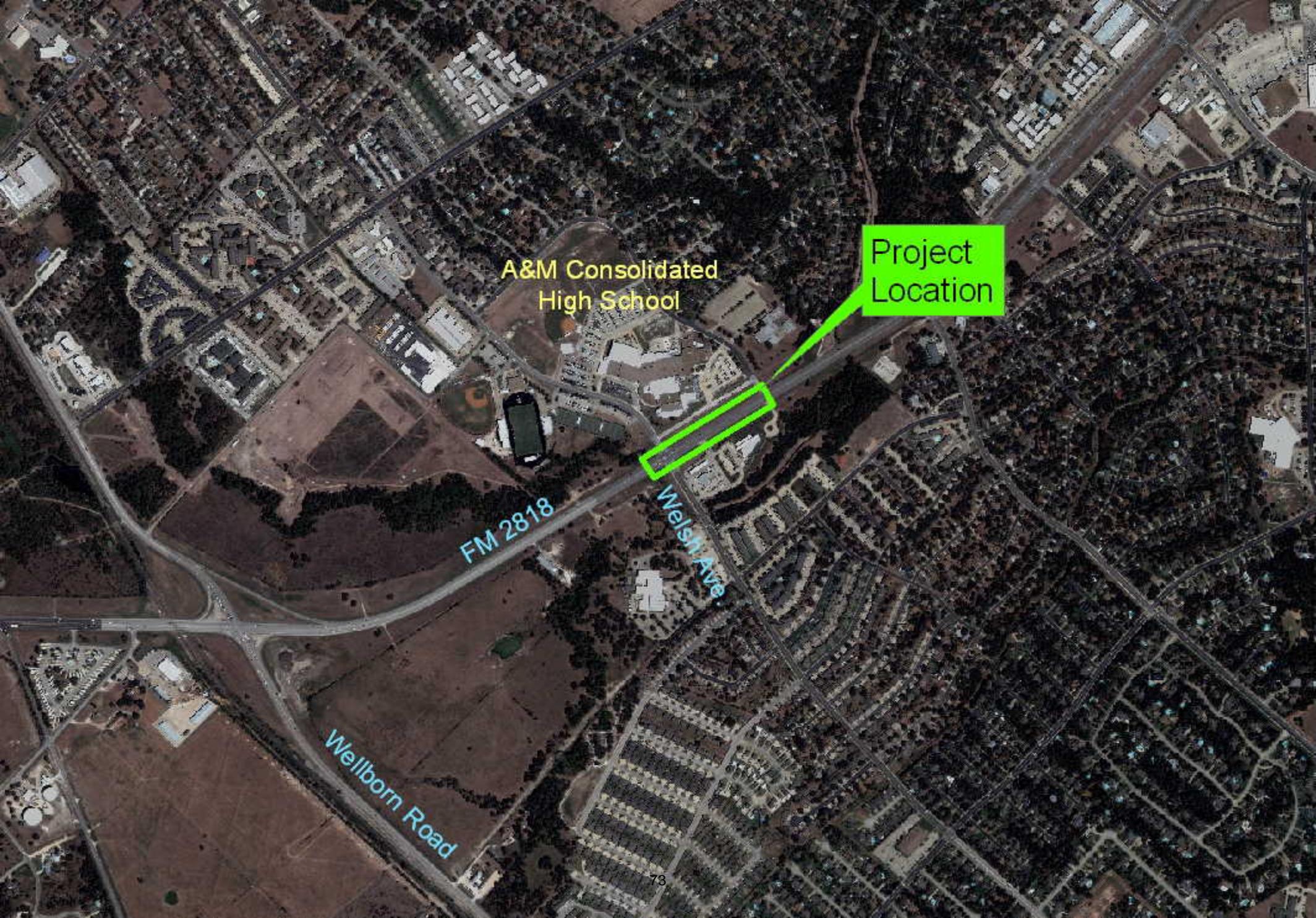
**Recommendation(s):** Staff recommends approval of the Change Order No. 1 to Contract 07-186 with Knife River Corporation for the FM 2818/Welsh Pedestrian Improvements Project in the amount of \$-63,885.57.

**Summary:** The change order reflects the removal of the raised median along FM 2818 and the removal of the right turn lane onto Nueces Drive. The change order is also necessary to adjust quantities that changed due to unanticipated soil conditions and conflicts with existing utilities.

**Budget & Financial Summary:** Change Order No. 1 will decrease the contract amount by \$63,885.57 for a revised contract total of \$1,015,404.08. This project is within budget.

**Attachments:**

1. Change Order
2. Location Map



A&M Consolidated  
High School

Project  
Location

FM 2818

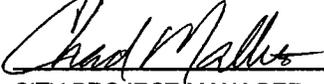
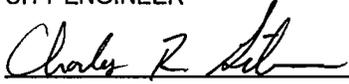
Welsh Ave

Wellborn Road

CHANGE ORDER NO. 1		Contract No. 07-186		DATE: 1/10/2008		
P.O.# 071021		PROJECT: FM 2818/Welsh Pedestrian Improvements, Project No. ST0516				
OWNER:		CONTRACTOR:				
City of College Station		Knife River Corporation				
P.O. Box 9960		PO Box 674		Ph: (979) 361-2900		
College Station, Texas 77842		Bryan, TX 77806		Fax: (979) 361-2920		
PURPOSE OF THIS CHANGE ORDER:						
1. Required additions to and deletions from the project.						
ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Additional traffic control for closure of Welsh Avenue	\$2,166.08	0	2	\$4,332.16
2	MO	Barricades, sign, and traffic handling	\$1,800.00	4	7	\$5,400.00
3	LS	Additional appurtenances required for unknown fire and irrigation lines	\$3,960.00	0	1	\$3,960.00
4	SY	Stabilization of unsuitable subgrade	\$22.50	0	1349	\$30,351.60
5	LF	Signal Pole Foundations	\$220.00	0	52	\$11,440.00
6	LS	Additional Pavers	\$4,356.90	0	1	\$4,356.90
7	LF	Installation of 12" Waterline and associated appurtenances	\$60.00	306	346	\$2,400.00
8	SY	Removing Conc (Driveways)	\$9.00	155	240	\$765.00
9	SY	Driveways (Conc)	\$44.00	94	150	\$2,464.00
10	LF	RCP (18 in)	\$42.00	247	263	\$672.00
11	LF	Conduit (2" PVC)	\$9.00	135	175	\$360.00
12	LF	Electric Condr (No 8) Insulated	\$1.70	810	1270	\$782.00
13	EA	Ground Box (TY C) (162911) w/Apron	\$680.00	5	6	\$680.00
14	LS	Interconnect Conduit	\$560.00	0	1	\$560.00
15	SY	Removing Stab Base & Asph Pav (includes saw cut)	\$6.00	2243	0	-\$13,458.00

<b>CHANGE ORDER NO. 1</b>		Contract No. 07-186		DATE: 1/10/2008		
P.O.# 071021		PROJECT: FM 2818/Welsh Pedestrian Improvements, Project No. ST0516				
<b>OWNER:</b>			<b>CONTRACTOR:</b>			
City of College Station			Knife River Corporation			
P.O. Box 9960			PO Box 674		Ph: (979) 361-2900	
College Station, Texas 77842			Bryan, TX 77806		Fax: (979) 361-2920	
16	EA	Remove str (SET)	\$290.00	4	2	-\$580.00
17	LF	Remove str (pipe)	\$14.00	200	135	-\$910.00

CHANGE ORDER NO. 1		Contract No. 07-186		DATE: 1/10/2008		
P.O.# 071021		PROJECT: FM 2818/Welsh Pedestrian Improvements, Project No. ST0516				
<b>OWNER:</b>		<b>CONTRACTOR:</b>				
City of College Station		Knife River Corporation				
P.O. Box 9960		PO Box 674			Ph: (979) 361-2900	
College Station, Texas 77842		Bryan, TX 77806			Fax: (979) 361-2920	
18	SY	Removal of raised median along FM 2818 from project (Landscape pavers)	\$47.00	1042	0	-\$48,974.00
19	LF	Removal of raised median along FM 2818 from project (Concrete Median)	\$10.00	2201	0	-\$22,010.00
20	SY	Remove right turn lane into Nueces Drive (Flex Base)	\$12.00	6072	5804	-\$3,216.00
21	GAL	Remove right turn lane into Nueces Drive (Prime Coat)	\$4.00	1218	1164	-\$216.00
22	GAL	Asph (CRS-2P or CRS-1P)	\$2.10	7058	2500	-\$9,571.80
22	CY	Aggr (TY-L GR-4 SAC-A)	\$100.00	123	56	-\$6,700.00
23	TON	Remove right turn lane into Nueces Drive (HMAC Type B)	\$83.00	1171	1112	-\$4,897.00
24	TON	Remove right turn lane into Nueces Drive (HMAC Type C)	\$75.00	1518	1503	-\$1,125.00
25	LS	Remove installation of 43 LF of 24" RCP. (City to keep materials)	\$851.44	1	0	-\$851.44
26	LS	Remove installation of two (2) 24" SET. (City to keep materials)	\$1,276.64	1	0	-\$1,276.64
27	LF	WK ZN PAV MRK REMOV (W) 4"(BRK)	\$0.75	1349	0	-\$1,011.75
28	LF	WK ZN PAV MRK REMOV (W) 4"(DOT)	\$1.50	100	0	-\$150.00
29	LF	WK ZN PAV MRK REMOV (W) 4" (SLD)	\$0.75	7797	0	-\$5,847.75
30	LF	WK ZN PAV MRK REMOV (W) 24" (SLD)	\$9.00	80	0	-\$720.00
31	LF	WK ZN PAV MRK REMOV (Y) 4" (BRK)	\$0.75	1033	0	-\$774.75
32	LF	WK ZN PAV MRK REMOV (Y) 4" (SLD)	\$0.75	2626	0	-\$1,969.50

<b>CHANGE ORDER NO. 1</b>		Contract No. 07-186		DATE: 1/10/2008		
P.O.# 071021		PROJECT: FM 2818/Welsh Pedestrian Improvements, Project No. ST0516				
<b>OWNER:</b>			<b>CONTRACTOR:</b>			
City of College Station			Knife River Corporation			
P.O. Box 9960			PO Box 674		Ph: (979) 361-2900	
College Station, Texas 77842			Bryan, TX 77806		Fax: (979) 361-2920	
33	LF	ELIM EXT PAV MRK & MRKS (4")	\$0.60	11244	0	-\$6,746.40
34	LF	ELIM EXT PAV MRK & MRKS (12")	\$2.80	344	0	-\$963.20
35	LF	ELIM EXT PAV MRK & MRKS (24")	\$5.50	80	0	-\$440.00
					<b>TOTAL</b>	<b>-\$63,885.57</b>
THE NET AFFECT OF THIS CHANGE ORDER IS A 5.30% DECREASE.						
ORIGINAL CONTRACT AMOUNT			\$1,079,289.65			
Change Order No. 1			(\$63,885.57)		-5.92% CHANGE	
REVISED CONTRACT AMOUNT			\$1,015,404.08			
			-5.92% TOTAL CHANGE			
ORIGINAL CONTRACT TIME			75 Days			
Rain Days (Through 8/29/05)			2 Days			
Time Extension No. 1			116 Days			
Revised Contract Time			193 Days			
SUBSTANTIAL COMPLETION DATE			09/22/07			
Revised Substantial Completion Date			01/18/08			
<b>APPROVED</b>						
		1-17-08			4-25-08	
CONSTRUCTION CONTRACTOR			CITY ATTORNEY			
		4-21-08				
CITY PROJECT MANAGER			CHIEF FINANCIAL OFFICER			
N/A						
CITY ENGINEER			MAYOR			
		22-April-08				
DEPARTMENT DIRECTOR			CITY SECRETARY			
			CITY MANAGER			

\*Approval of this Change Order #1 is an acceptance of items by ratification. This C.O. does not make any material changes to the items of the contract. The work performed under this contract is not complete

**May 8, 2008**  
**Regular Agenda Item 1**  
**Rezoning for South Hampton Phase II**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Public hearing, presentation, possible action and discussion on a rezoning from PDD Planned Development District to PDD Planned Development District to amend the Concept Plan related to buffer fence requirements for 10 lots on 3.208 acres located at 1201, 1203, 1205, 1207, 1209, 1211, 1213, 1215, 1217, and 1219 Ebbtide Cove, generally located southwest of the intersection of State Highway 6 and Nantucket Drive.

**Recommendation(s):** The Planning and Zoning Commission voted 6-0 (with one abstention) to recommend denial of the rezoning. Because the buffer and fencing standards were developed as a means to transition from low density to medium density residential uses and retain the rural character of Nantucket, and were proposed in order to secure the medium density PDD zoning, staff recommended denial of the request.

**Summary:** The subject request was analyzed for compliance with the review criteria for a rezoning as stated in the Unified Development Ordinance as follows:

**REVIEW CRITERIA**

1. **Consistency with the Comprehensive Plan:** The subject property is designated as Single-Family Residential Medium Density on the Land Use Plan and is currently being developed as such.
2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** Surrounding properties are designated as both Single-Family Medium Density and Single-Family Low Density on the Land Use Plan and are generally developed as such. During the development of the existing PDD zoning, the buffer and fencing standards were required to create a transition from low density residential to medium density residential.
3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The uses permitted by the PDD zoning include single-family residential lots, buffers and landscape reserves. The proposed amendment affects the required 40-foot buffer adjacent to Nantucket Drive, at the rear of the lots on Ebbtide Cove. The PDD currently requires that if a fence be placed in the rear yard, it be located on the home side of the buffer (not the street side). The applicant has requested that black steel fences be permitted along Nantucket Drive with wood board fences running perpendicular along the side lot lines.

Based on the concerns expressed by area property owners at the time of the original rezoning hearings (based on meeting minutes), it appears that the intent of the decision by the Planning & Zoning Commission and the City Council to include the buffer fencing requirement was to ensure that a natural buffer remain in order to preserve the character of Nantucket. If the buffer is permitted to be fenced by individual property owners, continued maintenance and preservation of the buffer in its "natural" state may be compromised. Staff believes that the proposed fencing is not appropriate in this area

and will detract from the natural buffer permitted by the district.

4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The existing buffer fencing requirement is suitable for the property.
5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** It is unknown if the marketability of the property will be affected by the proposed change to the buffer fencing requirements.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** Infrastructure for the site is available and adequate. Since the permitted uses will not change, the need for infrastructure will not change. The proposed amendment to the buffer fence requirements are not affected by the availability of infrastructure.

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

**Attachments:**

1. Small Area Map (SAM) and Aerial
2. Background Information
3. Draft Planning and Zoning Commission Minutes, April 17, 2008
4. Ordinance

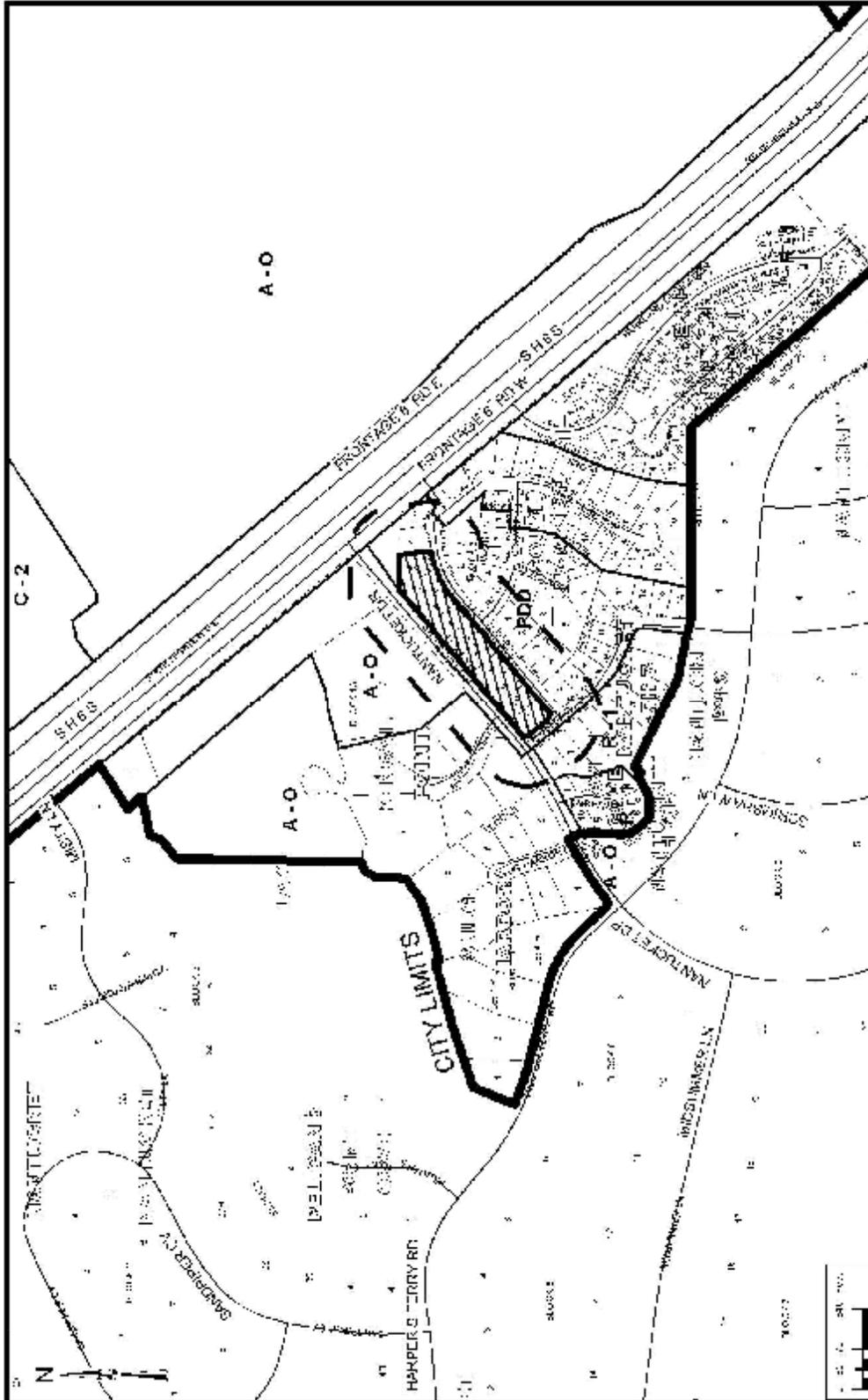


REZONING  
Case: 08-059

SOUTH HAMPTON PH 2

DEVELOPMENT REVIEW





Zoning Districts	Light Commercial	W/C	Water Creek Dist. Corridor
A-O	M-1	WG-1	Core Redevelopment
A-OF	M-2	WG-2	Transitional Redevelopment
R-1	M-3	WG-3	Residential Redevelopment
R-2	R&D	OV	Concor Overlay
R-3	P&UD	TDD	Redevelopment District
R-4	PDD	CO	States Tap Overlay
R-5			
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**DEVELOPMENT REVIEW**

**SOUTH HAMPTON PH 2**

**REZONING**

Case: 08-059

## Background Information

### NOTIFICATIONS

Advertised Commission Hearing Date: April 17, 2008

Advertised Council Hearing Dates: May 8, 2008

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

None

Property owner notices mailed: 13

Contacts in support: None

Contacts in opposition: 11

Inquiry contacts: 2

### ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Single-Family Low Density	A-O	Single-Family Low Density (Nantucket Subdivision)
South	Single-Family Medium Density	PDD	Single-Family Medium Density (South Hampton Subdivision)
East	Freeway	-	State Highway 6
West	Single-Family Medium Density	R-1	Single-Family Medium Density (Nantucket Subdivision)

### DEVELOPMENT HISTORY

**Annexation:** 1996

**Zoning:** A-O to PDD Planned Development District in 2004. The Concept Plan requires a 40-foot buffer at the rear of all lots that back up to Nantucket Drive. Fences, if constructed, are permitted only on the home side of the buffer (not on the street side).

**Final Plat:** South Hampton Subdivision, Phase 2

**Site development:** Single-family homes have been constructed on several of the lots



**MINUTES**  
**PLANNING AND ZONING COMMISSION**  
**Regular Meeting**  
**Thursday, April 17, 2008**  
**at 7:00 p.m.**  
**City Hall Council Chambers**  
**1101 Texas Avenue**  
**College Station, Texas**

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**COMMISSIONERS PRESENT:** Chairman John Nichols, Marsha Sanford, Harold Strong, Bill Davis, Derek Dictson, Glenn Schroeder and Noel Bauman

**COMMISSIONERS ABSENT:** None

**CITY COUNCIL MEMBERS PRESENT:** David Ruesink

**CITY STAFF PRESENT:** Senior Planner Jennifer Prochazka, Staff Planners Crissy Hartl, Jason Schubert, Lauren Hovde and Matt Robinson, Graduate Civil Engineer Josh Norton, Acting Development Engineer Carol Cotter, City Engineer Alan Gibbs, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Action Center Representative Carrie McHugh and Staff Assistant Brittany Caldwell

1. Call Meeting to Order.

Chairman Nichols called the meeting to order at 7:00 p.m.

2. Hear Citizens.

None

3. Public hearing, presentation, possible action, and discussion regarding a rezoning for 10 lots on 3.208 acres in South Hampton Phase 2 from PDD Planned Development District to PDD Planned Development District to alter the buffer fencing requirements for the properties located at 1201, 103, 1205, 1207, 109, 1211, 1213, 1215, 1217 and 1219 Ebbtide Cove, generally south of Nantucket Drive. **Case #08-00500059 (JP)**

Commissioner Dictson recused himself from this item.

Jennifer Prochazka, Senior Planner, presented the Rezoning and recommended denial.

There was general discussion regarding the rezoning.

Chairman Nichols opened the public hearing.

Phylliss Hobson, 9304 Chadwick, College Station, Texas, stated that she does not remember there being a note on the plat stating that the fence had to be on the home-side. She also said that having the fence on the street-side requires the homeowner to maintain the buffer area.

Joe Hobson, 2012 Raven Stone Loop, College Station, Texas, stated that the steel fence encourages homeowners to plant more.

Bill and Cindy Morris, Elegant Living Homes, stated that they were told that the fences were mandatory according to the deed restrictions. Ms. Morris said that she believes that the fence enhances the property.

Jim Maness, 1733 Arrington Road, College Station, Texas; Howard Williams, 1104 Faraway Island, College Station, Texas; Kelly and Kasey Lobb, 4203 Snug Harbor, College Station, Texas; Bill Harris, 1207 Mariner's Cove, College Station, Texas; Sherry Bame, 4202 Snug Harbor, College Station, Texas; David Wiltschko, 4202 Snug Harbor, College Station, Texas; Pat Kultgen, 1503 Fair Have Cove, College Station, Texas; Dan Daniels, 1106 Faraway Island, College Station, Texas; Paul Morris, 4711 Scrimshaw, College Station, Texas; Patricia Chalupsky, 1403 Harper's Ferry, College Station, Texas; Rosemary Klahn, 1402 Harper's Ferry Road, College Station, Texas; Jacques Richard, 1211 Ebbtide Cove, College Station, Texas; Jackie Flagg, 4607 Midsummer Lane, College Station, Texas; Joseph Holmes, 4707 Scrimshaw, College Station, Texas. These citizens stated that they would like the fence taken down and the original vegetation replaced.

Chairman Nichols closed the public hearing.

Commissioner Strong stated that clear direction was originally provided to the applicant.

**Commissioner Sanford motioned to recommend denial of the Rezoning. Commissioner Strong seconded the motion, motion passed (6-0).**

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

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

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

PART 1: That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 8th day of May, 2008

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED:

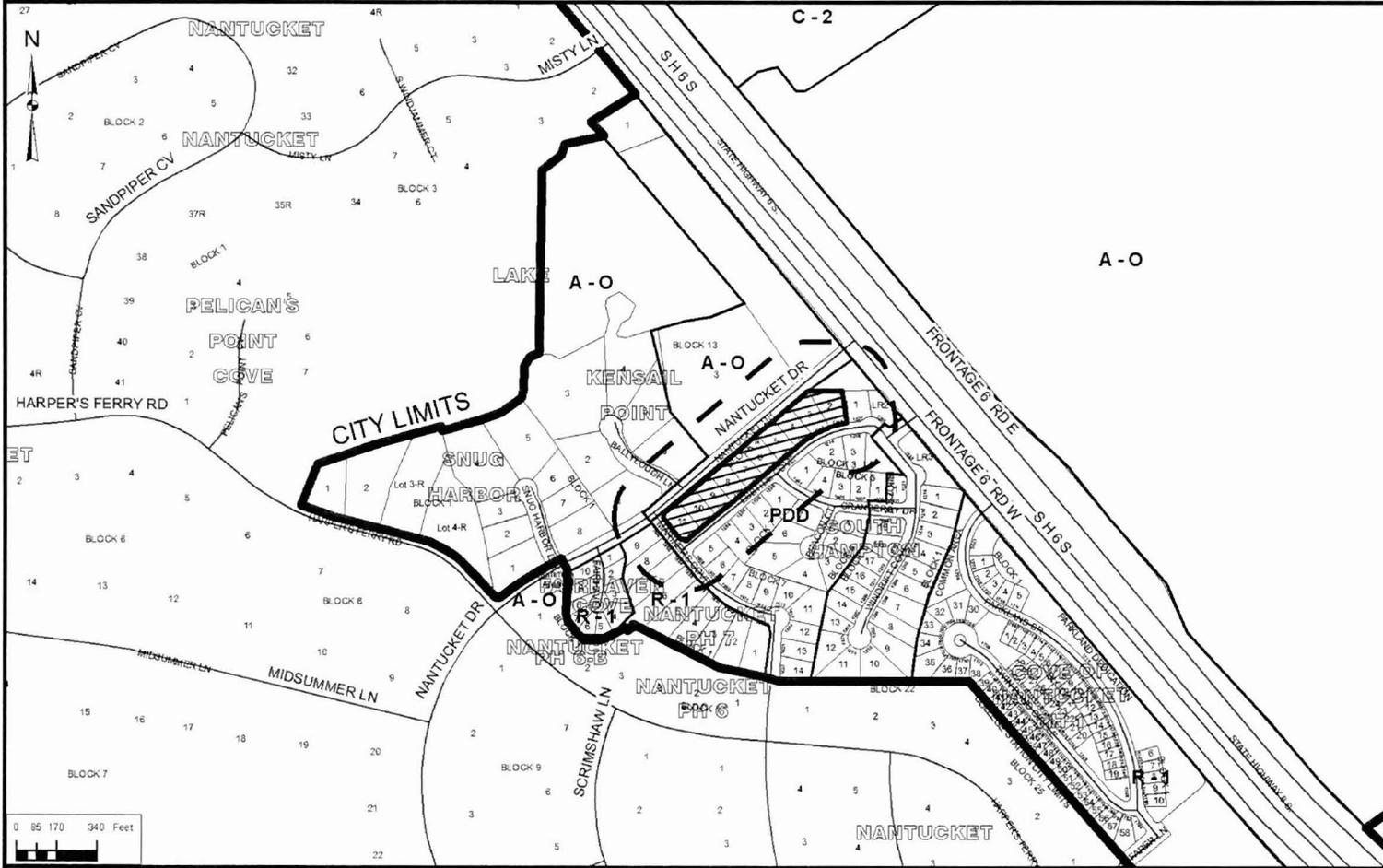
  
City Attorney

**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 PDD Planned Development District to PDD Planned Development District in order to amend the Concept Plan (attached as EXHIBIT "C"):

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, Block 4, South Hampton Subdivision, Phase 2 (graphically shown in EXHIBIT "B").



<b>Zoning Districts</b>	R - 3	Townhouse	C - 3	Light Commercial	WPC	Wolf Pen Creek Dev. Corridor
A - O	R - 4	Multi-Family	M - 1	Light Industrial	NG - 1	Core Northgate
A - OR	R - 6	High Density Multi-Family	M - 2	Heavy Industrial	NG - 2	Transitional Northgate
R - 1	R - 7	Manufactured Home Park	C - U	College and University	NG - 3	Residential Northgate
R - 1B	A - P	Administrative/Professional	R & D	Research and Development	OV	Corridor Overlay
R - 2	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	SOUTH HAMPTON PH 2	Case:	REZONING
			08-059	



**May 8, 2008**  
**Regular Agenda Item 2**  
**Longmire Drive 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 Land Use Plan element of the Comprehensive Plan Single-Family Residential Medium Density to Office for 14.15 acres located at 3690 & 3695 Longmire Drive, and more generally located along both the east and west sides of Longmire Drive, south of the intersection of Longmire Drive and Bridle Gate Drive.

**Recommendation(s):** The Planning and Zoning Commission voted 5-1 to recommend approval at their April 17<sup>th</sup> meeting. Based on the designation of the surrounding properties on the Land Use Plan and the existing pattern of development, both being primarily single-family, staff recommended denial of the applicant's proposal.

**Summary:**

1. **Changed or changing conditions in the subject area or the City:** Since the development of the Comprehensive Plan, the area has experienced development of primarily single-family residential subdivisions, including Bridle Gate Estates and the Dove Crossing Subdivision, as was anticipated by the Comprehensive Plan. In 2004, Longmire Drive was extended through this area, dividing the property and creating the street frontage for the two tracts. While Longmire had not been constructed at the time that the property was designated as Single-Family Medium Density on the Land Use Plan, it was depicted on the Thoroughfare Plan and was presumably considered when the Land Use Plan was developed.
2. **Compatibility with the remainder of the Comprehensive Plan:** Like the subject property, the surrounding area is designated as Single-Family Medium Density on the Land Use Plan. Staff feels that non-residential development of this scale will be incompatible with the future Land Use Plan for the surrounding area. The Comprehensive Plan states that Office uses are generally dependent on good access to local arterials. While Longmire Drive connects to arterials in the larger system, it is designated as a major collector on the Thoroughfare Plan.

A non-residential use, such as Office, may be appropriate on the tract that lies east of Longmire Drive because of its size, limited depth, and adjacency to commercial development. Office development may also be appropriate on a portion of the tract that lies to the west of Longmire Drive, but, at this point, staff is uncomfortable making a specific recommendation based on a piecemealed approach in this area with a lack of changed conditions (based on what the Comprehensive Plan anticipated). There are several undeveloped tracts in close proximity to the subject property that would need to be included in a larger study with an opportunity for public input and participation. This will be accomplished with the update of the Comprehensive Plan that is currently underway.

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

**Attachments:**

1. Item Background
2. Draft Planning and Zoning Commission Meeting Minutes, April 17, 2008
3. Ordinance

## Background Information

### NOTIFICATIONS

Advertised Commission Hearing Date: April 17, 2008

Advertised Council Hearing Dates: May 8, 2008

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

Bridle Gate Estates HOA  
Springbrook HOA

Contacts in support: None

Contacts in opposition: 2

Inquiry contacts: 2

### ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Single-Family Medium Density	A-O and R-1	Undeveloped property and Single-Family (Bridle Gate Subdivision)
South	Single-Family Medium Density	R-1 and A-O	Single-Family (Lakeview Estates) and Undeveloped property
East	Single-Family Medium Density	A-O	Commercial (SecurCare self-storage)
West	Single-Family Medium Density	R-1	Single-Family (Dove Crossing Subdivision)

### DEVELOPMENT HISTORY

**Annexation:** 1983

**Zoning:** A-O

**Final Plat:** Unplatted

**Site development:** Vacant



**MINUTES**  
**PLANNING AND ZONING COMMISSION**  
**Regular Meeting**  
**Thursday, April 17, 2008**  
**at 7:00 p.m.**  
**City Hall Council Chambers**  
**1101 Texas Avenue**  
**College Station, Texas**

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**COMMISSIONERS PRESENT:** Chairman John Nichols, Marsha Sanford, Harold Strong, Bill Davis, Derek Dictson, Glenn Schroeder and Noel Bauman

**COMMISSIONERS ABSENT:** None

**CITY COUNCIL MEMBERS PRESENT:** David Ruesink

**CITY STAFF PRESENT:** Senior Planner Jennifer Prochazka, Staff Planners Crissy Hartl, Jason Schubert, Lauren Hovde and Matt Robinson, Graduate Civil Engineer Josh Norton, Acting Development Engineer Carol Cotter, City Engineer Alan Gibbs, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Action Center Representative Carrie McHugh and Staff Assistant Brittany Caldwell

1. Call Meeting to Order.

Chairman Nichols called the meeting to order at 7:00 p.m.

2. Hear Citizens.

None

3. Public hearing, presentation, possible action, and discussion regarding a Comprehensive Land Use Plan amendment from Single-Family Residential Medium Density to Office and Neighborhood Retail for 14.15 acres located at 3690 and 3695 Longmire Drive, generally located both east and west of Longmire Drive, south of the intersection of Longmire Drive and Bridle Gate Drive. **Case #08-00500054 (JP)**

Commissioner Bauman recused himself from the item.

Jennifer Prochazka, Senior Planner, presented the Comprehensive Land Use Plan Amendment and recommended denial.

There was general discussion regarding the rezoning.

Chairman Nichols opened the public hearing.

Mike Gentry, 1515 Emerald Plaza, stated that he was amending his request from Office and Neighborhood Retail to Office.

Amanda Dotson, 3708 Bridle Trails, stated that she was in favor of professional offices.

Chairman Nichols closed the public hearing.

Commissioner Strong stated that 14.15 acres of office is too much for the area.

**Commissioner Strong motioned to table the item. Motion failed because of the lack of a second.**

**Commissioner Schroeder motioned to recommend approval to change the land use of the entire 14.15 acres to Office. Commissioner Sanford seconded the motion, motion passed (5-1). Commissioner Strong was in opposition.**

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 ON BOTH THE EAST AND WEST SIDES OF LONGMIRE DRIVE, SOUTH OF THE INTERSECTION OF LONGMIRE DRIVE AND BRIDLE GATE 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 8<sup>th</sup> day of May, 2008.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

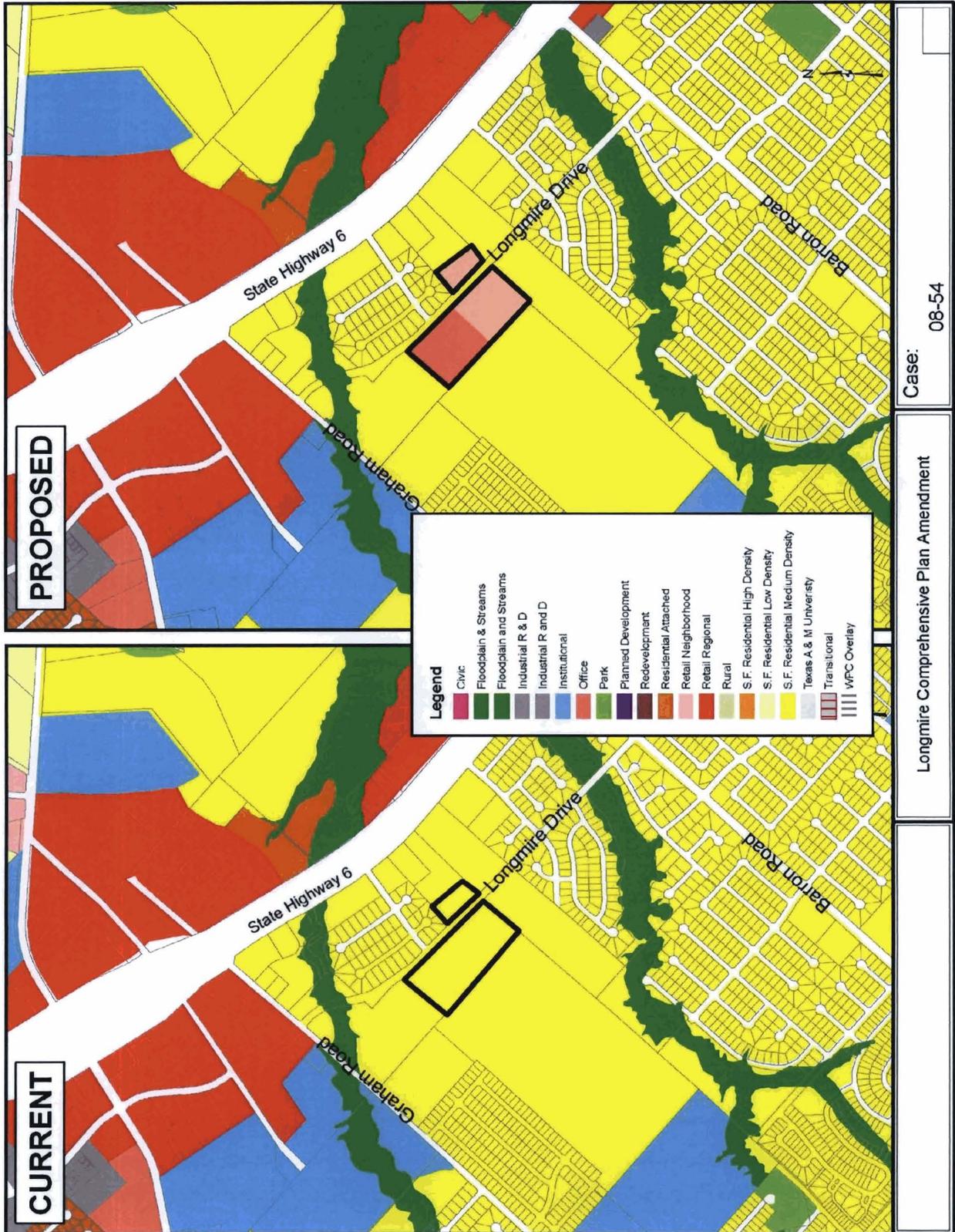
  
\_\_\_\_\_  
City Attorney

**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 14.15 acres generally located on both the east and west sides of Longmire Drive, south of the intersection of Longmire Drive and Bridle Gate Drive, is amended from Single-Family Medium Density to Office, as shown on the attached Exhibit "B".

EXHIBIT "B"



Case: 08-54

Longmire Comprehensive Plan Amendment

**May 8, 2008**  
**Regular Agenda Item 3**  
**3072 Rock Prairie Road West 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 Land Use Plan element of the Comprehensive Plan from Single-Family Residential Medium Density to Single-Family Residential High Density for 3 acres at 3072 Rock Prairie Road West, generally located west of the intersection of Rock Prairie Road West and Wellborn Road.

**Recommendation(s):** The Planning and Zoning Commission voted unanimously to recommend approval at their April 17<sup>th</sup> meeting. Staff also recommended approval.

**Summary:**

1. **Changed or changing conditions in the subject area or the City:** The subject area was annexed into the City in 2002. In 2003, the City initiated a small area plan for the area known as the Wellborn Road/I&GN Triangle. This area includes the subject property and is bounded by Wellborn Road to the east, Jones Butler (I&GN) Road to the west, Harvey Mitchell Parkway to the north, and North Graham Road to the south. The subject property is approximately 125' wide and is east of the Williamsgate Subdivision. In March of this year, a Comprehensive Plan Amendment changed the land use designation to Single Family Residential High Density for the 10.44 acre property immediately to the east.

The applicant is requesting Single Family Residential High Density in order to include the subject property with the adjacent property to the east and pursue a rezoning request for a R-3, Townhouse zoning district. The applicant states that the conditions warranting the Comprehensive Plan Amendment include "the increased demand for townhouses for retirees, students and young professionals who want home ownership, but without the maintenance requirements of a typical single family home and yard."

Other developments in the area include the development of the 20-acre Williamsgate Subdivision adjacent to the property to the west. It was rezoned to R-1, Single Family Residential in 2004, was subsequently platted and some homes have been built and others are under construction. Two other properties along Old Wellborn Road were rezoned to C-2 Commercial-Industrial in 2003 and 2004 and have been developed C-2 retail uses. These developments have followed the land use pattern that the small area plan provided

2. **Compatibility with the remainder of the Comprehensive Plan:** Several land use designations are in the area of the subject property. Single Family Residential Medium Density abuts the property to the north and west, while the aforementioned Single Family Residential High Density is to the east. Retail Neighborhood and Transitional designations are just to the east of the adjacent property and Industrial / Research & Development exists to the south of Rock Prairie Road W.

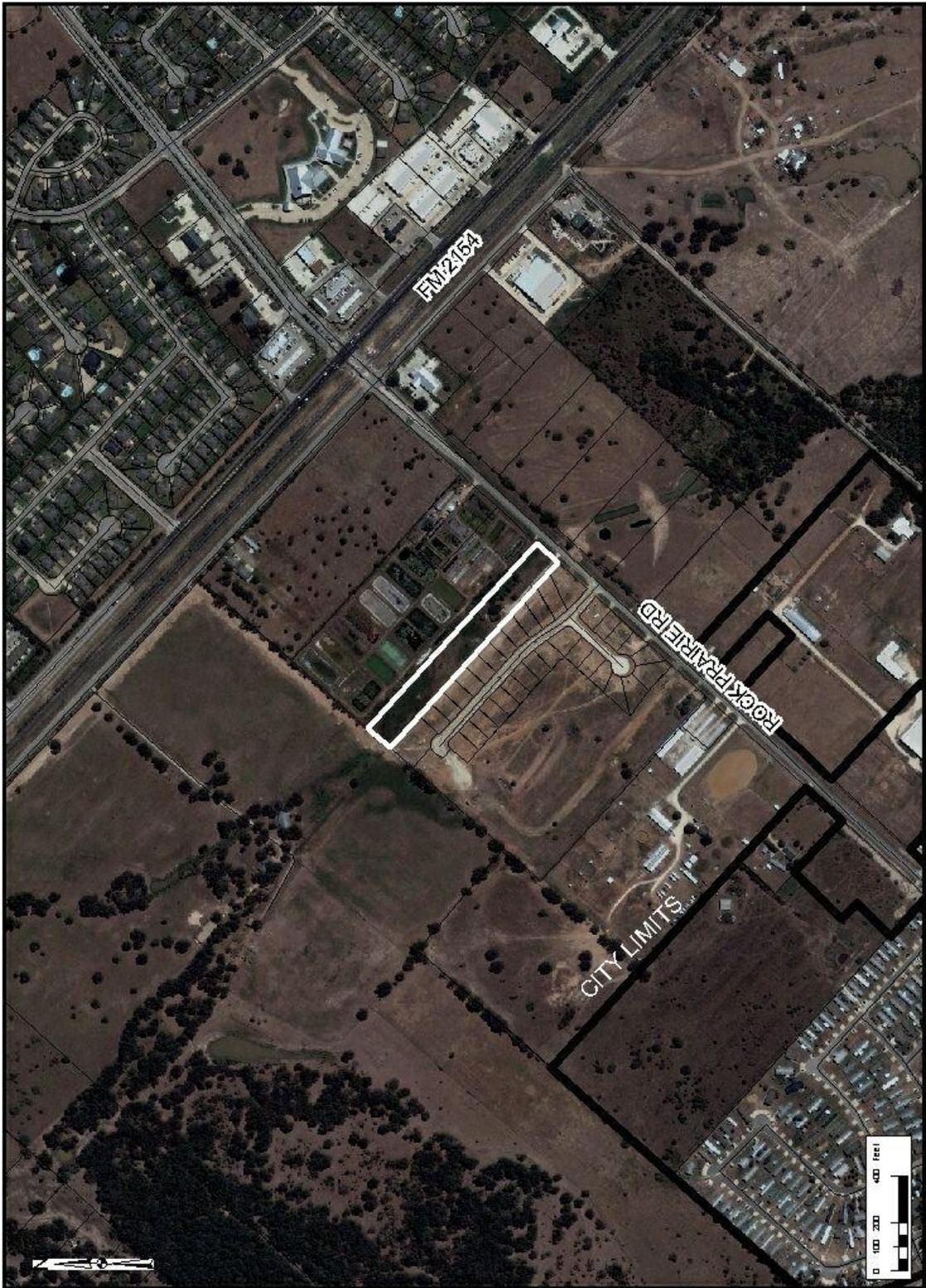
Single Family Residential Medium Density allows for single family uses with densities ranging between 3 to 6 dwelling units per acres while the Single Family Residential High

Density allows for single family uses with 7 to 9 dwelling units per acres. In addition to detached single family, the High Density designation allows for townhouse zoning districts.

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

**Attachments:**

1. Aerial and Small Area Map (SAM)
2. Background Information
3. Draft Planning and Zoning Commission Meeting Minutes, April 17, 2008
4. Ordinance



Case: 08-061

3072 ROCK PRAIRIE RD W

DEVELOPMENT REVIEW



COMP PLAN



## BACKGROUND INFORMATION

### NOTIFICATIONS

Advertised Commission Hearing Date: 04-17-08

Advertised Council Hearing Dates: 05-08-08

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:  
None

Contacts in support: 0

Contacts in opposition: 0

Inquiry contacts: 0

### ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Single Family – Medium Density	A-O	Single Family residence, agriculture use
South	Thoroughfare – Minor Arterial		Rock Prairie Road W
East	Single Family – High Density	A-O	Former hydroponics/ retail garden facility
West	Single Family – Medium Density	R-1	Williamsgate single family subdivision

### DEVELOPMENT HISTORY

**Annexation:** 2002

**Zoning:** A-O (upon annexation)

**Final Plat:** Not platted

**Site development:** Single family residence



**MINUTES**  
**PLANNING AND ZONING COMMISSION**  
**Regular Meeting**  
**Thursday, April 17, 2008**  
**at 7:00 p.m.**  
**City Hall Council Chambers**  
**1101 Texas Avenue**  
**College Station, Texas**

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**COMMISSIONERS PRESENT:** Chairman John Nichols, Marsha Sanford, Harold Strong, Bill Davis, Derek Dictson, Glenn Schroeder and Noel Bauman

**COMMISSIONERS ABSENT:** None

**CITY COUNCIL MEMBERS PRESENT:** David Ruesink

**CITY STAFF PRESENT:** Senior Planner Jennifer Prochazka, Staff Planners Crissy Hartl, Jason Schubert, Lauren Hovde and Matt Robinson, Graduate Civil Engineer Josh Norton, Acting Development Engineer Carol Cotter, City Engineer Alan Gibbs, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Action Center Representative Carrie McHugh and Staff Assistant Brittany Caldwell

12. Public hearing, presentation, possible action, and discussion regarding an amendment to the Comprehensive Land Use Plan from Single-Family Residential, Medium Density to Single-Family Residential, High Density for 3 acres at 3072 Rock Prairie Road West, generally located west of the intersection of Rock Prairie Road West and Wellborn Road. **Case #08-00500061 (JS)**

Jason Schubert, Staff Planner, presented the Comprehensive Land Use Plan Amendment and recommend approval.

Chairman Nichols opened the public hearing.

No one spoke during this time.

Chairman Nichols closed the public hearing.

**Commissioner Dictson motioned to recommend approval of the Comprehensive Land Use Plan Amendment. Commissioner Sanford seconded the motion, motion passed (7-0).**

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

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE COMPREHENSIVE PLAN LAND USE MAP, FOR THE AREA LOCATED AT 3072 ROCK PRAIRIE ROAD WEST, 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 "Comprehensive Plan Land Use Map" 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 8<sup>th</sup> day of May, 2008.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

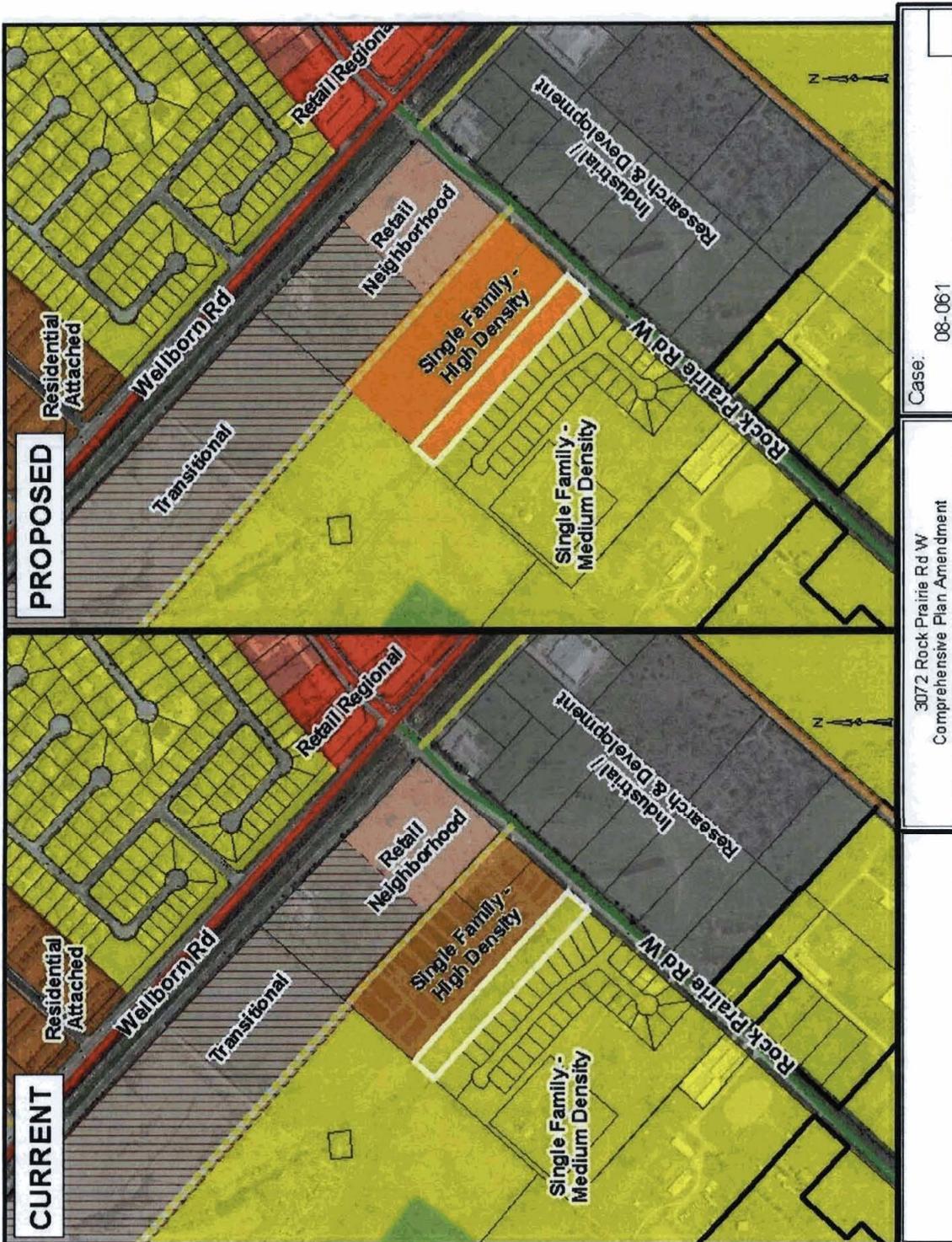
  
City Attorney

**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 acres generally located at 3072 Rock Prairie Road W is amended from Single Family Residential Medium Density to Single Family Residential High Density, as shown on the attached Exhibit "B".

**EXHIBIT "B"**



**May 8, 2008**  
**Regular Agenda Item 4**  
**Rezoning for 2950 & 3072 Rock Prairie Road West**

**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 13.44 acres from A-O Agricultural Open to R-3 Townhomes for the property located at 2950 and 3072 Rock Prairie Road West, generally located west of the intersection of Rock Prairie Road West and Wellborn Road.

**Recommendation(s):** The Planning and Zoning Commission unanimously recommended approval of the rezoning. Staff also recommended approval.

**Summary:** The subject request was analyzed for compliance with the review criteria for a rezoning as stated in the Unified Development Ordinance as follows:

**REVIEW CRITERIA**

1. **Consistency with the Comprehensive Plan:** In March, the Comprehensive Plan Land Use Plan was amended from Single Family Residential Medium Density and Retail Neighborhood to Single Family Residential High Density for a 10.4 acre portion of the subject property. The applicant has a Comprehensive Plan Amendment request pending that seeks to amend the remaining 3 acre portion of the property from Single Family Residential Medium Density to Single Family Residential High Density. If approved, the Single Family Residential High Density, which consist of developments with 7 to 9 single family dwelling units per acre, would allow for a R-3 Townhouse zoning district. The Thoroughfare Plan provides a future minor collector along the eastern property line which will be required to be constructed with the development of the property.
2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The 20 acres to the west of the subject property is zoned R-1 Single Family Residential and is currently being developed as the Williamsgate Subdivision. The Williamsgate phase adjacent to the subject property consists of lots approximately 0.2 acres in size and a gross density of about 4 dwelling units per acre. The R-3 zoning district allows up to 14 dwelling units per acre (net) but if approved development on the property would be limited to 7 to 9 dwelling units per acre (gross) to be consistent with the Comprehensive Plan. The property to the north and east are currently zoned A-O Agricultural Open and are developed with a few dwelling units. Other property in the area includes C-2 Commercial-Industrial zoning at the intersection of Old Wellborn Road and Rock Prairie Road West which part of is currently developed as a veterinary clinic.
3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The proposed zoning permits townhouse and single family detached dwellings. The southeast corner of the subject property is located at the intersection of Rock Prairie Road West, a Minor Arterial on the Thoroughfare Plan, and a future Minor Collector. The higher density afforded by the proposed zoning helps to transition the area away from

the higher intensity of the railroad and future commercial or industrial properties to the east and south.

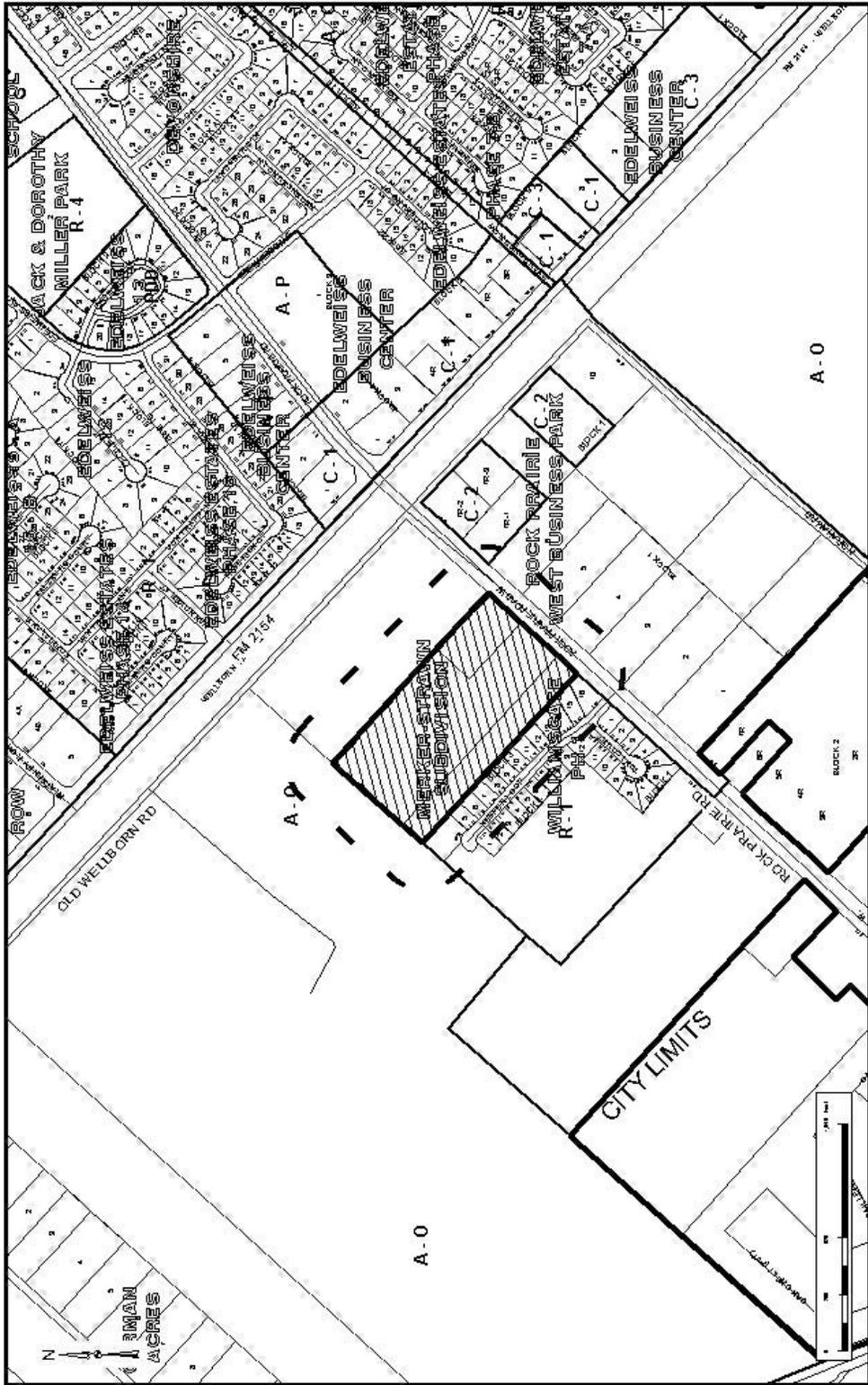
4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The existing zoning of the subject property is A-O Agricultural Open. Agricultural and low density residential uses are not ideal for property at the intersection of two thoroughfares.
5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The applicant is seeking to develop the subject property with townhouse uses and the proposed request is a step in process to develop the property as such.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** The City of College Station will provide the subject property with sewer service as it is located within the Steeplechase Sewer Impact Fee area. The property will obtain water service from Wellborn Water and electrical service from BTU. Development of the property will require the construction of an unnamed Minor Collector along the eastern property line. The property is adjacent to Rock Prairie Road West, a Minor Arterial, though not yet built to that standard. Also located approximately 700 feet to east of the property is the signalized intersection with Wellborn Road, a Major Arterial being expanded to six lanes by TxDOT beginning later this year.

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

**Attachments:**

1. Aerial and Small Area Map (SAM)
2. Background Information
3. Draft Planning and Zoning Commission Minutes, April 17, 2008
4. Ordinance





Zoning Districts	Code	Description
A-0	Aggricultural 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	
WP-C	Wolf Pen Creek Dev. Corridor	
NG-1	Core Northgate	
NG-2	Transitional Northgate	
NG-3	Residential Northgate	
OV	Corridor Overlay	
RDD	Redevelopment District	
KO	Kronek Tap Overlay	



**DEVELOPMENT REVIEW**

2950 & 3072 ROCK PRAIRIE RD W

Case: 08-048

**REZONING**

**BACKGROUND INFORMATION**

**NOTIFICATIONS**

Advertised Commission Hearing Date: 04-17-08  
 Advertised Council Hearing Dates: 05-08-08

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:  
 None

Property owner notices mailed: 5  
 Contacts in support: 0  
 Contacts in opposition: 0  
 Inquiry contacts: 0

**ADJACENT LAND USES**

Direction	Comprehensive Plan	Zoning	Land Use
North	Single Family – Medium Density	A-O	Single Family residence, agriculture use
South	Thoroughfare – Minor Arterial		Rock Prairie Road W
East	Retail Neighborhood and Transition	A-O	Duplexes and mobile home
West	Single Family – Medium Density	R-1	Williamsgate single family subdivision

**DEVELOPMENT HISTORY**

**Annexation:** 2002  
**Zoning:** A-O (upon annexation)  
**Final Plat:** 10.4 acres platted in 1991, the remaining 3 acres are not platted  
**Site development:** Former hydroponics/retail garden facility and a single family residence



**MINUTES**  
**PLANNING AND ZONING COMMISSION**  
**Regular Meeting**  
**Thursday, April 17, 2008**  
**at 7:00 p.m.**  
**City Hall Council Chambers**  
**1101 Texas Avenue**  
**College Station, Texas**

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**COMMISSIONERS PRESENT:** Chairman John Nichols, Marsha Sanford, Harold Strong, Bill Davis, Derek Dictson, Glenn Schroeder and Noel Bauman

**COMMISSIONERS ABSENT:** None

**CITY COUNCIL MEMBERS PRESENT:** David Ruesink

**CITY STAFF PRESENT:** Senior Planner Jennifer Prochazka, Staff Planners Crissy Hartl, Jason Schubert, Lauren Hovde and Matt Robinson, Graduate Civil Engineer Josh Norton, Acting Development Engineer Carol Cotter, City Engineer Alan Gibbs, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Action Center Representative Carrie McHugh and Staff Assistant Brittany Caldwell

13. Public hearing, presentation, possible action, and discussion regarding a rezoning of 13.44 acres from A-O, Agricultural Open to R-3, Townhomes for the property located at 2950 and 3072 Rock Prairie Road West, generally located west of the intersection of Rock Prairie Road West and Wellborn Road. **Case #08-00500048 (JS)**

Jason Schubert, Staff Planner, presented the Rezoning and recommended approval.

Chairman Nichols opened the public hearing.

No one spoke during this time.

Chairman Nichols closed the public hearing.

**Commissioner Davis motioned to recommend approval of the Rezoning. Commissioner Schroeder seconded the motion, motion passed (7-0).**

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 Exhibits "A" and "B", 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 8<sup>th</sup> day of May, 2008.

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 properties are rezoned from A-O, Agricultural Open to R-3, Townhouse and shown graphically in Exhibit "B":

Lots 1 & 2, Block 1 Merker-Strawn Subdivision  
and  
a 3-acre tract with the following metes and bounds:

**METES AND BOUNDS DESCRIPTION  
OF A  
3.00 ACRE TRACT  
CRAWFORD BURNETT LEAGUE, A-7  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

**METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT LEAGUE, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING ALL OF A CALLED 3.00 ACRE TRACT AS DESCRIBED BY A DEED TO DAVID W. HOLMES AND NANCY J. HOLMES RECORDED IN VOLUME 1209, PAGE 529 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.**

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

**BEGINNING AT A 5/8 INCH IRON ROD FOUND ON THE NORTHWEST LINE OF ROCK PRAIRIE ROAD (100' R.O.W.) MARKING THE EAST CORNER OF SAID 3.00 ACRE TRACT AND THE SOUTH CORNER OF LOT 2, BLOCK 1, MERKER-STRAWN SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 1275, PAGE 15 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;**

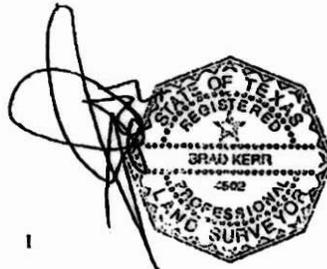
**THENCE: S 44° 20' 52" W ALONG THE NORTHWEST LINE OF ROCK PRAIRIE ROAD FOR A DISTANCE OF 123.98 FEET TO A 5/8 INCH IRON ROD SET MARKING THE SOUTH CORNER OF SAID 3.00 ACRE TRACT AND THE EAST CORNER OF WILLIAMSGATE SUBDIVISION, PHASE ONE, ACCORDING TO THE PLAT RECORDED IN VOLUME 7705, PAGE 206 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;**

**THENCE: N 45° 24' 07" W ALONG THE COMMON LINE OF SAID 3.00 ACRE TRACT AND WILLIAMSGATE SUBDIVISION, PHASE ONE, AT 140.00 FEET PASS A 1/4 INCH IRON ROD FOUND, CONTINUE ON FOR A TOTAL DISTANCE OF 1053.02 FEET TO A 1/4 INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF THE REMAINDER OF A CALLED 136.063 ACRE TRACT AS DESCRIBED BY A DEED TO L. M. HAUPT, JR. AND WIFE, STELLA GEREN HAUPT, RECORDED IN VOLUME 171, PAGE 392 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE WEST CORNER OF SAID 3.00 ACRE TRACT AND AT THE NORTH CORNER OF WILLIAMSGATE SUBDIVISION, PHASE ONE;**

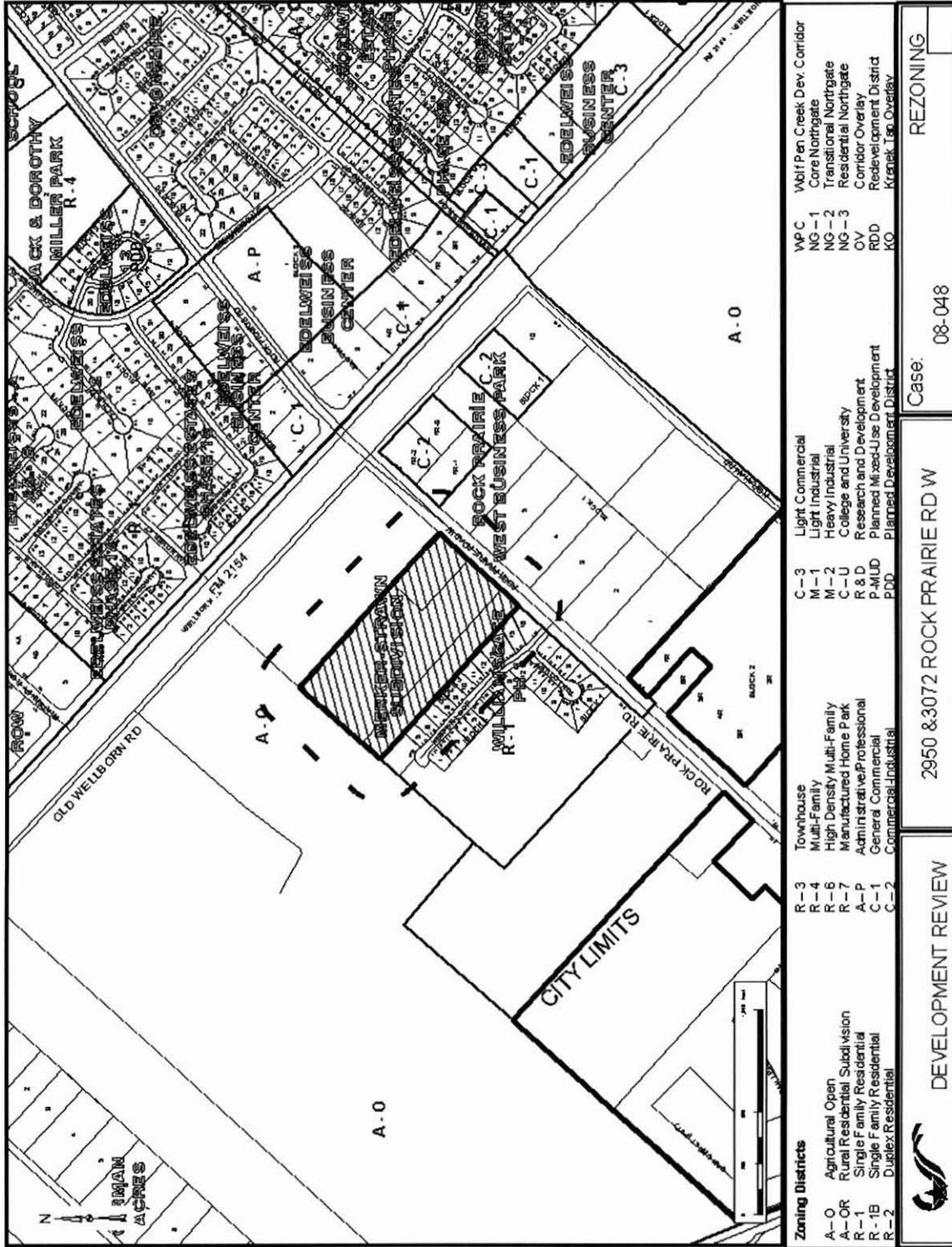
**THENCE: N 43° 34' 49" E ALONG THE COMMON LINE OF SAID 3.00 ACRE TRACT AND SAID REMAINDER OF 136.063 ACRE TRACT FOR A DISTANCE OF 124.14 FEET TO A 1/4 INCH IRON ROD FOUND MARKING THE NORTH CORNER OF SAID 3.00 ACRE TRACT AND THE WEST CORNER OF SAID LOT 2, BLOCK 1, MERKER-STRAWN SUBDIVISION;**

**THENCE: S 45° 23' 39" E ALONG THE COMMON LINE OF SAID 3.00 ACRE TRACT AND SAID LOT 2 FOR A DISTANCE OF 1054.68 FEET TO THE POINT OF BEGINNING CONTAINING 3.00 ACRES OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND JANUARY, 2008. BEARING SYSTEM SHOWN HEREIN IS BASED ON THE NORTHEAST LINE OF MERKER-STRAWN SUBDIVISION, PLAT 1275/15.**

**BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502  
  
D:/WORK/MAB/08-156.MAB**



**EXHIBIT "B"**



<b>Zoning Districts</b>	R-3 Townhouse	C-3 Light Commercial	WPC Wild 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 Krank Top Overlay

**DEVELOPMENT REVIEW**      **REZONING**

Case: 08-048

2950 & 3072 ROCK PRAIRIE RD W

**May 8, 2008**  
**Regular Agenda Item 5**  
**Rezoning for 3180 Cain Rd.**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Public hearing, presentation, possible action and discussion on a rezoning from A-O, Agricultural Open to R-3, Townhouse for 10.434 acres located at 3180 Cain Road generally located southwest of the intersection of Cain Road and Jones Butler Road.

**Recommendation(s):** The Planning and Zoning Commission unanimously recommended approval of the rezoning. Staff recommended approval.

**Summary:** The subject request was analyzed for compliance with the review criteria for a rezoning as stated in the Unified Development Ordinance as follows:

**REVIEW CRITERIA**

1. **Consistency with the Comprehensive Plan:** The subject property is designated as Residential Attached under the Land Use Plan. The proposed rezoning to R-3 Townhouse is consistent with the Comprehensive Land Use Plan.
2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The current zoning districts surrounding the subject property are classified as A-O, Agricultural Open as a result of the areas to the North, West and South being recently annexed. The proposed rezoning request is not considered compatible with the A-O zoning district. However, the proposed rezoning is compatible with the existing land use of duplexes to the north and east of the subject property. The existing land use on much of the properties surrounding the subject property are considered non-conforming, but are grandfathered to their use. In addition, much of the surrounding property is platted for development and/or in the development phase.
3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** On February 28<sup>th</sup>, 2008 City Council approved a Comprehensive Plan Amendment to change the Land Use from Single Family Residential, Low Density to Residential Attached. As such an R-3 Townhouse zoning district is considered to be suitable for the subject property.
4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The subject property's current zoning district limits the potential for development. A-O, Agricultural Open allows for agricultural, low-intensity residential, or open space uses. If the currently-grandfathered duplexes were to be removed from the property, the most intense residential use would be two single family sites. While this would be suitable for the A-O zoned property, it makes redevelopment of the property into such conforming uses unlikely.

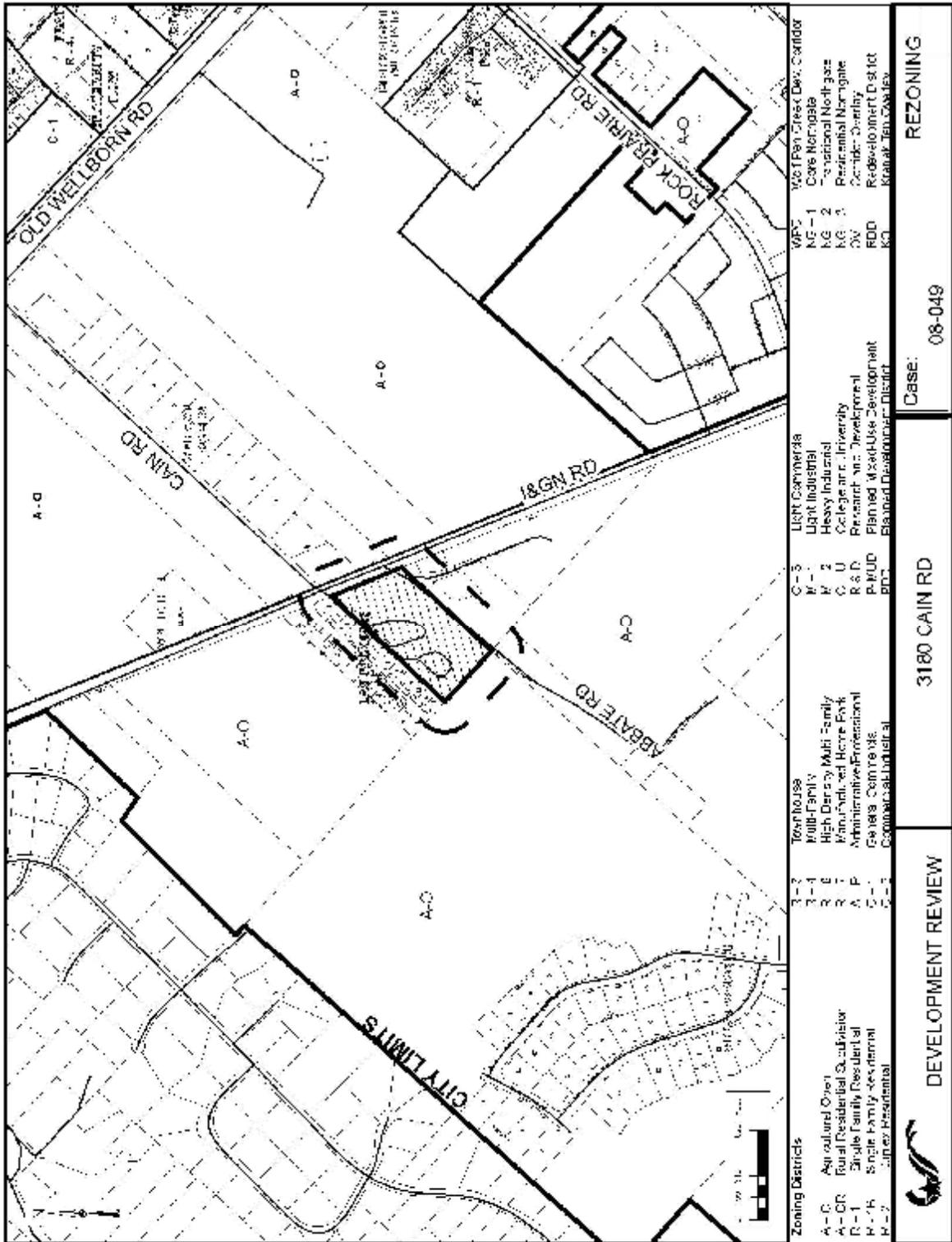
5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The applicant is seeking to enhance the marketability of the property through the proposed zone change. The applicant intends to market the property for townhouses.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** The subject property is not located within the City of College Station's water service area; however, the applicant will be required to verify the ability to provide fire flow to this site during the platting process. The subject property is not currently serviced by City of College Station sanitary sewer services, however a 12-in City of College Station sanitary sewer main is located on the adjacent development (Las Palomas). The subject property is located adjacent to Jones-Butler Road which is shown as a Major Collector on the City's Thoroughfare Plan.

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

**Attachments:**

1. Small Area Map (SAM) and Aerial
2. Background Information
3. Draft Planning and Zoning Commission Minutes, April 17, 2008
4. Ordinance





DEVELOPMENT REVIEW

3180 CAIN RD

REZONING

Case: 08-049



## BACKGROUND INFORMATION

### NOTIFICATIONS

Advertised Commission Hearing Date: April 17, 2008

Advertised Council Hearing Dates: May 8, 2008

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

None

Property owner notices mailed: 36

Contacts in support: 2

Contacts in opposition: 0

Inquiry contacts: none at time of staff report

### ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	SF Residential, Low Density	A-O, Agricultural Open	Currently developed as Los Polomas, a duplex development
South	SF Residential, Low Density	A-O, Agricultural Open	Large lot residential/agricultural
East	Major Collector Right-of-Way and SF Residential, Medium Density	A-O, Agricultural Open	Jones-Butler Road. Large lot residential/agricultural and duplexes on Cain Road.
West	SF, Low Density	A-O, Agricultural Open	Currently vacant, but part of Great Oaks Master Plan, planned for single-family medium density

### DEVELOPMENT HISTORY

**Annexation:** 2008

**Zoning:** A-O

**Final Plat:** Unplatted

**Site development:** Currently developed with approximately 30 duplex units on site.



**MINUTES**  
**PLANNING AND ZONING COMMISSION**  
**Regular Meeting**  
**Thursday, April 17, 2008**  
**at 7:00 p.m.**  
**City Hall Council Chambers**  
**1101 Texas Avenue**  
**College Station, Texas**

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**COMMISSIONERS PRESENT:** Chairman John Nichols, Marsha Sanford, Harold Strong, Bill Davis, Derek Dictson, Glenn Schroeder and Noel Bauman

**COMMISSIONERS ABSENT:** None

**CITY COUNCIL MEMBERS PRESENT:** David Ruesink

**CITY STAFF PRESENT:** Senior Planner Jennifer Prochazka, Staff Planners Crissy Hartl, Jason Schubert, Lauren Hovde and Matt Robinson, Graduate Civil Engineer Josh Norton, Acting Development Engineer Carol Cotter, City Engineer Alan Gibbs, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Action Center Representative Carrie McHugh and Staff Assistant Brittany Caldwell

**Regular Agenda**

1. Public hearing, presentation, possible action and discussion regarding a rezoning of 10.434 acres from A-O, Agricultural Open to R-3, Townhouse for the property located at 3180 Cain Road, generally located southwest of the intersection of Cain Road and Jones Butler Road. **Case #08-00500049 (MR)**

Matt Robinson, Staff Planner, presented the Rezoning and recommended approval.

Chairman Nichols opened the public hearing.

Joe Schultz, 2033 Harvey Mitchell Parkway, stated that he was available for questions.

Ron Lightsey, 9753 Whispering Ridge, said he would like to remove the older duplexes and redevelop to townhomes.

Chairman Nichols closed the public hearing.

**Commissioner Bauman motioned to recommend approval. Commissioner Davis seconded the motion, motion passed (7-0).**

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 8<sup>th</sup> day of May, 2008

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 A-O, Agricultural Open to R-3, Townhouse:

ALL THAT CERTAIN 10.434 ACRE TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT LEAGUE, A-7, BRAZOS COUNTY, TEXAS. SAID TRACT BEING THE SAME TRACT OF LAND AS DESCRIBED BY A DEED TO ALBERT P. RIBISI AND ANNE K. RIBISI (TRACT 1), RECORDED IN VOLUME 1169, PAGE 506 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "B", AND GRAPHICALLY SHOWN IN EXHIBIT "C".

**EXHIBIT "B"**  
**METES AND BOUNDS DESCRIPTION**  
**OF A**  
**10.434 ACRE TRACT**  
**CRAWFORD BURNETT LEAGUE, A-7**  
**BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT LEAGUE, A-7, BRAZOS COUNTY, TEXAS. SAID TRACT BEING THE SAME TRACT OF LAND AS DESCRIBED BY A DEED TO ALBERT P. RIBISI AND ANNE K. RIBISI (TRACT 1), RECORDED IN VOLUME 1169, PAGE 506 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 RIGHT-OF-WAY LINE OF JONES-BUTLER ROAD (100' R.O.W.) MARKING THE EAST CORNER OF LOT 1, BLOCK 1, LAS PALOMAS SUBDIVISION RECORDED IN VOLUME 7367, PAGE 53 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND THE NORTH CORNER OF THIS HEREIN DESCRIBED TRACT;**

**THENCE: S 22° 10' 35" E ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 524.64 FEET TO A 5/8 INCH IRON ROD SET MARKING THE NORTH CORNER OF THE REMAINDER OF A 208.32 ACRE TRACT DESCRIBED BY A DEED TO GRACE STALLONE ABBATE AND CHARLES ANTHONY ABBATE IN VOLUME 2310, PAGE 12 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND THE EAST CORNER OF THIS HEREIN DESCRIBED TRACT,**

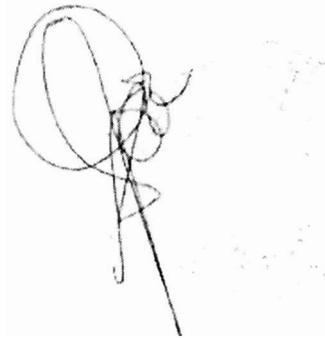
**THENCE: S 42° 57' 42" W ALONG THE NORTHWEST LINE OF SAID ABBATE TRACT FOR A DISTANCE OF 843.90 FEET TO A ½ INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF THE CRAWFORD BURNETT LEAGUE, A-7 AND THE NORTHEAST LINE OF THE JAMES ERWIN SURVEY, A-119, MARKING THE EAST CORNER OF THE REMAINDER OF A 208.523 ACRE TRACT DESCRIBED BY A DEED TO INDIVISIA CORPORATION IN VOLUME 3812, PAGE 320 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND THE SOUTH CORNER OF THIS HEREIN DESCRIBED TRACT,**

**THENCE: N 48° 09' 11" W ALONG THE SOUTHWEST LINE OF THE CRAWFORD BURNETT LEAGUE, A-7 FOR A DISTANCE OF 472.53 FEET TO A ½ INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF LOT 14, BLOCK 1 OF SAID LAS PALOMAS SUBDIVISION AND THE WEST CORNER OF THIS HEREIN DESCRIBED TRACT,**

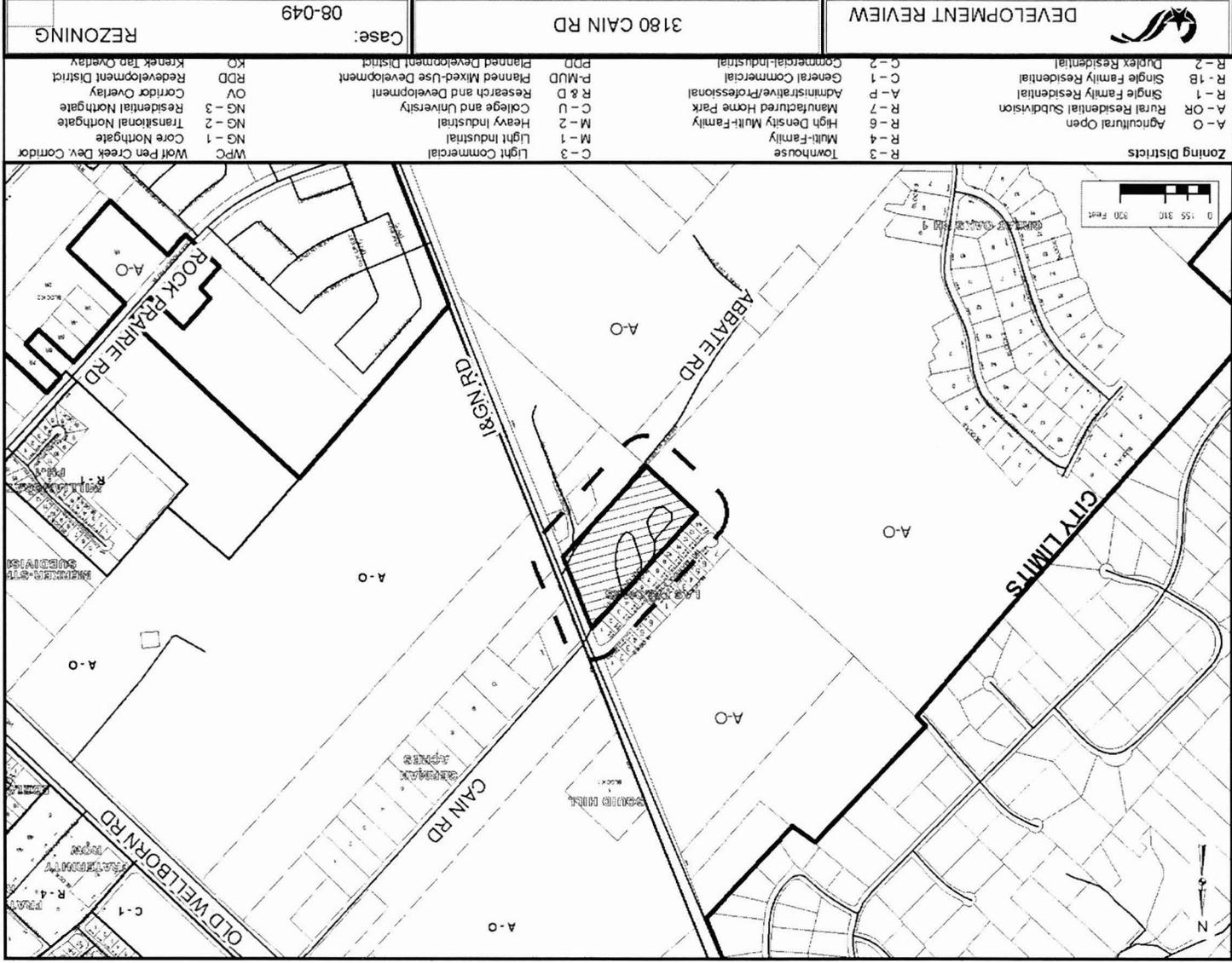
**THENCE: N 42° 46' 12" E ALONG THE SOUTHEAST LINE OF SAID LAS PALOMAS**

SUBDIVISION FOR A DISTANCE OF 1073.67 FEET TO THE **POINT OF BEGINNING** CONTAINING 10.434 ACRES OF LAND, MORE OF LESS, AS SURVEYED ON THE GROUND JUNE, 2007. SEE PLAT PREPARED JUNE, 2007, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No 4502



**EXHIBIT "C"**



**May 8, 2008  
Regular Agenda Item 6  
Rezoning for 2818 Place**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Public hearing, presentation, possible action and discussion on a rezoning from A-O Agricultural Open and R-4 Multi-Family to A-O Agricultural Open and R-4 Multi-Family to readjust zoning boundaries based on FEMA floodplain lines, with no net gain in developable area, for 12.93 acres located at 1300 Harvey Mitchell Parkway, generally located southeast of the intersection of Harvey Mitchell Parkway and Jones Butler Road.

**Recommendation(s):** The Planning and Zoning Commission unanimously recommended approval of the rezoning. Staff recommended approval of this rezoning request because it further protects existing floodplain from development and because there is no net change in developable area.

**Summary:** The subject request was analyzed for compliance with the review criteria for a rezoning as stated in the Unified Development Ordinance as follows:

**REVIEW CRITERIA**

1. **Consistency with the Comprehensive Plan:** The request is consistent with the Comprehensive Plan, which designates this property as Residential Attached and Floodplains & Streams. The proposed amendment alters the A-O and R-4 zoning lines to conform to the FEMA 100-year floodplain line, with no net gain of developable area. A Letter of Map Revision (LOMR), altering the floodplain location, was accepted by FEMA in 2007.
2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The existing A-O and R-4 zonings were found to be compatible with the existing uses and zoning of nearby properties with the initial rezoning of the subject property in 2006.
3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The permitted uses will not change with the proposed amendment, however the areas that can be developed for multi-family and the areas that must remain undeveloped would be altered slightly. The result is that no development would be permitted to occur in the floodplain. There is no net gain in developable area proposed.
4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The permitted uses will not change with the proposed amendment.
5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The permitted uses will not change with the proposed amendment. Since there is no net difference in the amount of developable land, it is unlikely that the marketability will be affected.

6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** Infrastructure for the site is available and adequate. Since the permitted uses will not change, the need for infrastructure will not change. The proposed amendment will limit development of the floodplain, reserving this area for natural stormwater management.

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

**Attachments:**

1. Small Area Map (SAM) and Aerial
2. Background Information
3. Draft Planning and Zoning Commission Minutes, April 17, 2008
4. Ordinance



REZONING

Case: 08-051

1300 HARVEY MITCHELL PKWY

DEVELOPMENT REVIEW





## Background Information

In 2007, the property owner requested rezoning of the property to adjust zoning boundaries based on the 100-year floodplain line, with a net gain of approximately 5 acres of developable area. The request was denied by the City Council based on concerns of over development of the site and other flood-prone areas, in general. Since that time, the LOMR has been formally accepted by FEMA. This rezoning request further protects existing floodplain from development and results in no net change in developable area.

### NOTIFICATIONS

Advertised Commission Hearing Date: April 17, 2008

Advertised Council Hearing Dates: May 8, 2008

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

None

Property owner notices mailed: 6  
 Contacts in support: None  
 Contacts in opposition: None  
 Inquiry contacts: None

### ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Freeway	-	Harvey Mitchell Parkway
South	Texas A&M University and Industrial R&D	CU College & University and A-O Agricultural Open	Vacant
East	Texas A&M University and Industrial R&D	CU College & University and A-O Agricultural Open	Vacant
West	Industrial R&D and Floodplains & Streams	A-O	Vacant

### DEVELOPMENT HISTORY

**Annexation:** 2002  
**Zoning:** A-O & R-4 in 2006  
**Final Plat:** 2818 Place, 2008  
**Site development:** A multi-family complex is currently under construction



**MINUTES**  
**PLANNING AND ZONING COMMISSION**  
**Regular Meeting**  
**Thursday, April 17, 2008**  
**at 7:00 p.m.**  
**City Hall Council Chambers**  
**1101 Texas Avenue**  
**College Station, Texas**

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**COMMISSIONERS PRESENT:** Chairman John Nichols, Marsha Sanford, Harold Strong, Bill Davis, Derek Dictson, Glenn Schroeder and Noel Bauman

**COMMISSIONERS ABSENT:** None

**CITY COUNCIL MEMBERS PRESENT:** David Ruesink

**CITY STAFF PRESENT:** Senior Planner Jennifer Prochazka, Staff Planners Crissy Hartl, Jason Schubert, Lauren Hovde and Matt Robinson, Graduate Civil Engineer Josh Norton, Acting Development Engineer Carol Cotter, City Engineer Alan Gibbs, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Action Center Representative Carrie McHugh and Staff Assistant Brittany Caldwell

1. Call Meeting to Order.

Chairman Nichols called the meeting to order at 7:00 p.m.

2. Hear Citizens.

None

3. Public hearing, presentation, possible action, and discussion regarding a rezoning of 14.15 acres from A-O Agricultural Open and R-4 Multi-Family to A-O Agricultural Open and R-4 Multi-Family for the property located at 1300 Harvey Mitchell Parkway, generally located southwest of the intersection of Harvey Mitchell Parkway and Jones Butler Road. **Case #08-00500051 (JP)**

Jennifer Prochazka, Senior Planner, presented the Rezoning and recommended approval.

There was general discussion regarding the Rezoning.

Chairman Nichols opened the public hearing.

Natalie Ruiz, IPS Group, stated that the purpose of the rezoning is to finalize the boundaries between A-O and R-4 so that the green space is adequately protected.

Chairman Nichols closed the public hearing.

**Commissioner Sanford motioned to recommend approval of the Rezoning. Commissioner Davis seconded the motion.**

**Commissioner Dictson amended the motion to recommend to take the A-O boundary down to the actual flood plain. Motion failed because of the lack of a second.**

**The original motion passed (7-0).**

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

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

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

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

PART 1: That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 8th day of May, 2008

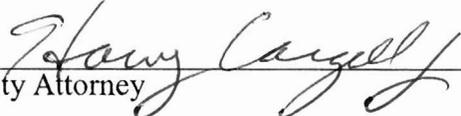
APPROVED:

\_\_\_\_\_  
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 A-O Agricultural Open & R-4 Multi-Family to A-O Agricultural Open and is shown graphically in EXHIBIT "B" and EXHIBIT "C":

**METES AND BOUNDS DESCRIPTION  
OF A  
6.833 ACRE TRACT  
CRAWFORD BURNETT SURVEY, A-7  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT SURVEY, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING THE A PORTION OF A CALLED 44 ACRES AS DESCRIBED BY A DEED TO LINDA SUE GORZYCKI, DIANE ELAINE GORZYCKI HARBOUR AND DONNA LANELLA GORZYCKI LIVINGSTON, RECORDED IN VOLUME 672, PAGE 404 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS. SAID 44 ACRE TRACT BEING CALLED THE SOUTHWESTERLY PORTION OF THE REMAINDER OF A CALLED 146.5 ACRE TRACT AS DESCRIBED BY A DEED TO HARRY GORZYCKI RECORDED IN VOLUME 81, PAGE 186 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

**COMMENCING** AT A PETRIFIED WOOD ROCK FOUND ON THE NORTHEAST LINE OF A TRACT OF LAND OWNED BY THE TEXAS A&M UNIVERSITY SYSTEM MARKING THE MOST WESTERLY CORNER OF SAID 44 ACRE TRACT AND THE SOUTH CORNER OF A CALLED 4.23 ACRE TRACT AS DESCRIBED BY A DEED TO LINDA PRESTON-SHEPARD RECORDED IN VOLUME 7043, PAGE 287 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** N 41° 50' 29" E ALONG THE COMMON LINE OF SAID 44 ACRE TRACT AND SAID 4.23 ACRE TRACT FOR A DISTANCE OF 155.94 FEET TO THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

**THENCE:** N 41° 50' 29" E CONTINUING ALONG THE COMMON LINE OF SAID 44 ACRE TRACT AND SAID 4.23 ACRE TRACT FOR A DISTANCE OF 473.43 FEET TO A 5/8 INCH IRON ROD SET ON THE SOUTHERLY LINE OF FM 2818 (VARIABLE WIDTH R.O.W.) MARKING THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

**THENCE:** ALONG THE SOUTHERLY LINE OF FM 2818 FOR THE FOLLOWING CALLS:

S 80° 50' 37" E FOR A DISTANCE OF 454.27 FEET TO A 5/8 INCH IRON ROD SET;

N 81° 55' 48" E FOR A DISTANCE OF 260.22 FEET TO A POINT, FOR REFERENCE A CONCRETE RIGHT-OF-WAY MARKER FOUND BEARS: S 45° 51' 04" E FOR A DISTANCE OF 0.26 FEET;

N 83° 38' 42" E FOR A DISTANCE OF 139.82 FEET TO A 5/8 INCH IRON ROD SET, FOR REFERENCE A CONCRETE RIGHT-OF-WAY MARKER FOUND BEARS: S 35° 00' 44" W FOR A DISTANCE OF 0.93 FEET;

S 76° 53' 26" E FOR A DISTANCE OF 83.31 FEET TO A POINT, FOR REFERENCE A CONCRETE RIGHT-OF-WAY MARKER FOUND BEARS: S 76° 53' 26" E FOR A DISTANCE OF 22.64 FEET

**THENCE:** THROUGH SAID 44 ACRE TRACT FOR THE FOLLOWING CALLS:

S 34° 59' 06" W FOR A DISTANCE OF 42.20 FEET TO A POINT;

S 15° 21' 26" W FOR A DISTANCE OF 63.36 FEET TO A POINT;

S 74° 28' 59" W FOR A DISTANCE OF 44.78 FEET TO A POINT;  
N 62° 17' 35" W FOR A DISTANCE OF 79.88 FEET TO A POINT;  
S 74° 56' 19" W FOR A DISTANCE OF 64.55 FEET TO A POINT;  
S 50° 55' 12" W FOR A DISTANCE OF 49.41 FEET TO A POINT;  
S 20° 56' 48" W FOR A DISTANCE OF 147.53 FEET TO A POINT;  
S 00° 57' 19" W FOR A DISTANCE OF 71.89 FEET TO A POINT;  
S 19° 02' 03" W FOR A DISTANCE OF 36.75 FEET TO A POINT;  
N 66° 39' 17" W FOR A DISTANCE OF 57.44 FEET TO A POINT;  
N 42° 00' 04" W FOR A DISTANCE OF 16.12 FEET TO A POINT;  
S 77° 50' 04" W FOR A DISTANCE OF 62.54 FEET TO A POINT;  
N 59° 02' 55" W FOR A DISTANCE OF 20.97 FEET TO A POINT;  
N 83° 25' 17" W FOR A DISTANCE OF 31.37 FEET TO A POINT;  
S 85° 22' 01" W FOR A DISTANCE OF 88.99 FEET TO A POINT;  
S 67° 17' 44" W FOR A DISTANCE OF 55.87 FEET TO A POINT;  
S 41° 04' 08" W FOR A DISTANCE OF 49.26 FEET TO A POINT;  
N 77° 12' 07" W FOR A DISTANCE OF 27.04 FEET TO A POINT;  
S 83° 39' 46" W FOR A DISTANCE OF 43.42 FEET TO A POINT;  
S 59° 56' 37" W FOR A DISTANCE OF 52.63 FEET TO A POINT;  
N 21° 48' 40" W FOR A DISTANCE OF 58.07 FEET TO A POINT;  
N 65° 06' 22" W FOR A DISTANCE OF 37.00 FEET TO A POINT;  
N 09° 28' 30" W FOR A DISTANCE OF 37.14 FEET TO A POINT;  
N 69° 33' 35" W FOR A DISTANCE OF 65.49 FEET TO A POINT;  
N 77° 05' 55" W FOR A DISTANCE OF 51.22 FEET TO A POINT;  
N 90° 00' 00" W FOR A DISTANCE OF 97.77 FEET TO A POINT;  
S 80° 32' 32" W FOR A DISTANCE OF 31.63 FEET TO A POINT;

S 47° 37' 00" W FOR A DISTANCE OF 32.39 FEET TO A POINT;

S 02° 36' 14" W FOR A DISTANCE OF 22.89 FEET TO A POINT;

S 60° 32' 10" W FOR A DISTANCE OF 27.48 FEET TO A POINT;

N 81° 52' 26" W FOR A DISTANCE OF 51.48 FEET TO A POINT;

N 70° 46' 12" W FOR A DISTANCE OF 61.13 FEET TO THE **POINT OF BEGINNING** CONTAINING 6.833 ACRES OF LAND AS SURVEYED ON THE GROUND AUGUST, 2006. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

D:/WORK/MAB/06-621A.MAB



The following property is rezoned from A-O Agricultural Open & R-4 Multi-Family to A-O Multi-Family and is shown graphically in EXHIBIT "B" as Tract A and in EXHIBIT "C":

**METES AND BOUNDS DESCRIPTION  
OF A  
5.966 ACRE TRACT  
CRAWFORD BURNETT SURVEY, A-7  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT SURVEY, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING THE A PORTION OF A CALLED 43.633 ACRE TRACT AS DESCRIBED BY A DEED TO BVP 2818 PLACE, LP RECORDED IN VOLUME 7943, PAGE 180 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

**COMMENCING** AT A PETRIFIED WOOD ROCK FOUND ON THE NORTHEAST LINE OF A TRACT OF LAND OWNED BY THE TEXAS A&M UNIVERSITY SYSTEM MARKING THE MOST WESTERLY CORNER OF SAID 43.633 ACRE TRACT AND THE SOUTH CORNER OF A CALLED 4.23 ACRE TRACT AS DESCRIBED BY A DEED TO LINDA PRESTON-SHEPARD RECORDED IN VOLUME 7043, PAGE 287 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** N 41° 50' 29" E ALONG THE COMMON LINE OF SAID 43.633 ACRE TRACT AND SAID 4.23 ACRE TRACT FOR A DISTANCE OF 276.18 FEET TO THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

**THENCE:** N 41° 50' 29" E CONTINUING ALONG THE COMMON LINE OF SAID 43.633 ACRE TRACT AND SAID 4.23 ACRE TRACT FOR A DISTANCE OF 353.19 FEET TO A 5/8 INCH IRON ROD FOUND ON THE SOUTHERLY LINE OF FM 2818 (VARIABLE WIDTH R.O.W.) MARKING THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

**THENCE:** ALONG THE SOUTHERLY LINE OF FM 2818 FOR THE FOLLOWING CALLS:

S 80° 50' 37" E FOR A DISTANCE OF 454.27 FEET TO A 5/8 INCH IRON ROD FOUND;

N 81° 55' 48" E FOR A DISTANCE OF 260.22 FEET TO A POINT, FOR REFERENCE A CONCRETE RIGHT-OF-WAY MARKER FOUND BEARS: S 45° 51' 04" E FOR A DISTANCE OF 0.26 FEET;

N 83° 38' 42" E FOR A DISTANCE OF 139.82 FEET TO A 5/8 INCH IRON ROD SET, FOR REFERENCE A CONCRETE RIGHT-OF-WAY MARKER FOUND BEARS: S 35° 00' 44" W FOR A DISTANCE OF 0.93 FEET;

S 76° 53' 26" E FOR A DISTANCE OF 38.81 FEET TO A POINT, FOR REFERENCE A CONCRETE RIGHT-OF-WAY MARKER FOUND BEARS: S 76° 53' 26" E FOR A DISTANCE OF 67.14 FEET

**THENCE:** THROUGH SAID 43.633 ACRE TRACT FOR THE FOLLOWING CALLS:

S 06° 21' 18" E FOR A DISTANCE OF 70.77 FEET TO A POINT;

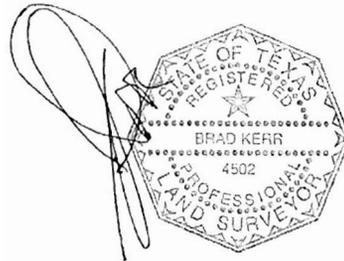
S 46° 14' 24" W FOR A DISTANCE OF 103.25 FEET TO A POINT;

N 85° 23' 49" W FOR A DISTANCE OF 40.15 FEET TO A POINT;

N 67° 55' 56" W FOR A DISTANCE OF 24.87 FEET TO A POINT;  
N 36° 53' 00" W FOR A DISTANCE OF 24.17 FEET TO A POINT;  
N 52° 42' 34" W FOR A DISTANCE OF 12.76 FEET TO A POINT;  
N 81° 28' 24" W FOR A DISTANCE OF 9.44 FEET TO A POINT;  
S 87° 50' 09" W FOR A DISTANCE OF 11.47 FEET TO A POINT;  
S 72° 54' 18" W FOR A DISTANCE OF 5.41 FEET TO A POINT;  
S 49° 24' 11" W FOR A DISTANCE OF 42.86 FEET TO A POINT;  
S 02° 57' 19" W FOR A DISTANCE OF 39.31 FEET TO A POINT;  
S 38° 18' 22" W FOR A DISTANCE OF 84.45 FEET TO A POINT;  
S 66° 50' 57" W FOR A DISTANCE OF 8.68 FEET TO A POINT;  
S 40° 12' 12" W FOR A DISTANCE OF 18.59 FEET TO A POINT;  
S 21° 02' 48" W FOR A DISTANCE OF 33.05 FEET TO A POINT;  
S 11° 14' 12" W FOR A DISTANCE OF 52.52 FEET TO A POINT;  
S 69° 37' 20" W FOR A DISTANCE OF 85.97 FEET TO A POINT;  
N 20° 22' 40" W FOR A DISTANCE OF 71.63 FEET TO A POINT;  
N 04° 47' 16" W FOR A DISTANCE OF 37.56 FEET TO A POINT;  
N 19° 05' 04" W FOR A DISTANCE OF 18.73 FEET TO A POINT;  
N 87° 50' 33" W FOR A DISTANCE OF 10.91 FEET TO A POINT;  
S 78° 28' 25" W FOR A DISTANCE OF 6.20 FEET TO A POINT;  
S 52° 57' 03" W FOR A DISTANCE OF 93.35 FEET TO A POINT;  
S 70° 53' 30" W FOR A DISTANCE OF 18.41 FEET TO A POINT;  
S 89° 15' 46" W FOR A DISTANCE OF 123.93 FEET TO A POINT;  
S 79° 34' 00" W FOR A DISTANCE OF 29.78 FEET TO A POINT;  
S 51° 05' 14" W FOR A DISTANCE OF 29.70 FEET TO A POINT;  
S 30° 34' 48" W FOR A DISTANCE OF 29.48 FEET TO A POINT;

N 70° 22' 41" W FOR A DISTANCE OF 80.81 FEET TO A POINT;  
N 19° 37' 19" E FOR A DISTANCE OF 17.45 FEET TO A POINT;  
N 70° 33' 18" W FOR A DISTANCE OF 230.50 FEET TO A POINT;  
S 41° 50' 28" W FOR A DISTANCE OF 52.55 FEET TO A POINT;  
N 48° 09' 32" W FOR A DISTANCE OF 82.03 FEET TO THE **POINT OF BEGINNING** CONTAINING 5.966 ACRES OF LAND AS SURVEYED ON THE GROUND AUGUST, 2006. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

**BRAD KERR**  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502  
  
D:/WORK/MAB/08-147A.MAB



The following property is rezoned from A-O Agricultural Open & R-4 Multi-Family to A-O Agricultural Open and is shown graphically in EXHIBIT "B" and EXHIBIT "C":

**METES AND BOUNDS DESCRIPTION  
OF A  
6.175 ACRE TRACT  
CRAWFORD BURNETT SURVEY, A-7  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT SURVEY, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING THE A PORTION OF A CALLED 44 ACRES AS DESCRIBED BY A DEED TO LINDA SUE GORZYCKI, DIANE ELAINE GORZYCKI HARBOUR AND DONNA LANELLA GORZYCKI LIVINGSTON, RECORDED IN VOLUME 672, PAGE 404 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS. SAID 44 ACRE TRACT BEING CALLED THE SOUTHWESTERLY PORTION OF THE REMAINDER OF A CALLED 146.5 ACRE TRACT AS DESCRIBED BY A DEED TO HARRY GORZYCKI RECORDED IN VOLUME 81, PAGE 186 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT A PETRIFIED WOOD ROCK FOUND ON THE NORTHEAST LINE OF A TRACT OF LAND OWNED BY THE TEXAS A&M UNIVERSITY SYSTEM MARKING THE MOST WESTERLY CORNER OF SAID 44 ACRE TRACT AND THE SOUTH CORNER OF A CALLED 4.23 ACRE TRACT AS DESCRIBED BY A DEED TO LINDA PRESTON-SHEPARD RECORDED IN VOLUME 7043, PAGE 287 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** S 48° 24' 12" E ALONG THE COMMON LINE OF SAID 44 ACRE TRACT AND SAID A&M TRACT FOR A DISTANCE OF 48.39 FEET TO THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

**THENCE:** THROUGH SAID 44 ACRE TRACT FOR THE FOLLOWING CALLS:

- N 79° 08' 28" E FOR A DISTANCE OF 44.38 FEET TO A POINT;
- S 15° 57' 10" E FOR A DISTANCE OF 12.37 FEET TO A POINT;
- S 86° 43' 52" E FOR A DISTANCE OF 59.60 FEET TO A POINT;
- S 70° 21' 18" E FOR A DISTANCE OF 75.81 FEET TO A POINT;
- S 82° 14' 19" E FOR A DISTANCE OF 75.49 FEET TO A POINT;
- N 90° 00' 00" E FOR A DISTANCE OF 88.40 FEET TO A POINT;
- S 32° 44' 53" E FOR A DISTANCE OF 28.28 FEET TO A POINT;
- S 16° 42' 25" W FOR A DISTANCE OF 35.48 FEET TO A POINT;
- S 19° 39' 46" E FOR A DISTANCE OF 75.78 FEET TO A POINT;

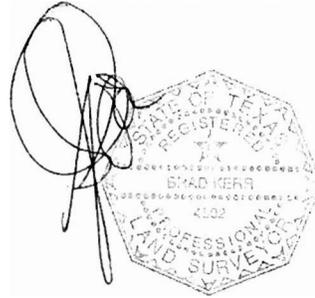
S 45° 59' 06" E FOR A DISTANCE OF 70.92 FEET TO A POINT;  
S 59° 45' 21" E FOR A DISTANCE OF 70.84 FEET TO A POINT;  
N 89° 21' 24" E FOR A DISTANCE OF 151.31 FEET TO A POINT;  
N 33° 29' 21" E FOR A DISTANCE OF 126.32 FEET TO A POINT;  
N 90° 00' 00" E FOR A DISTANCE OF 13.60 FEET TO A POINT;  
S 27° 33' 52" E FOR A DISTANCE OF 44.09 FEET TO A POINT;  
S 04° 45' 58" E FOR A DISTANCE OF 20.46 FEET TO A POINT;  
S 36° 23' 52" E FOR A DISTANCE OF 40.11 FEET TO A POINT;  
S 10° 37' 29" E FOR A DISTANCE OF 55.32 FEET TO A POINT;  
S 30° 07' 34" E FOR A DISTANCE OF 98.23 FEET TO A POINT;  
S 48° 01' 37" E FOR A DISTANCE OF 45.73 FEET TO A POINT;  
S 68° 12' 30" E FOR A DISTANCE OF 36.62 FEET TO A POINT;  
S 32° 55' 05" E FOR A DISTANCE OF 68.82 FEET TO A POINT;  
S 50° 39' 43" E FOR A DISTANCE OF 109.90 FEET TO A POINT;  
S 22° 56' 32" E FOR A DISTANCE OF 47.97 FEET TO A POINT;  
S 04° 11' 59" W FOR A DISTANCE OF 185.71 FEET TO A POINT;  
S 68° 12' 30" E FOR A DISTANCE OF 45.77 FEET TO A POINT;  
N 69° 27' 12" E FOR A DISTANCE OF 29.05 FEET TO A POINT;  
N 25° 28' 27" E FOR A DISTANCE OF 39.53 FEET TO A POINT;  
S 80° 08' 20" E FOR A DISTANCE OF 39.69 FEET TO A POINT;  
S 66° 23' 40" E FOR A DISTANCE OF 56.31 FEET TO A POINT ON THE COMMON LINE OF SAID 44 ACRE TRACT AND THE REMAINDER OF A CALLED 134.041 ACRE TRACT AS DESCRIBED BY A DEED TO TLS PROPERTIES, LTD. RECORDED IN VOLUME 3091, PAGE 243 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;  
**THENCE: S 41° 44' 04" W ALONG THE COMMON LINE OF SAID 44 ACRE TRACT AND SAID**

**TRACT D**  
REMAINDER OF 134.041 ACRE TRACT FOR A DISTANCE OF 209.56 FEET TO THE REMAINS OF AN OLD FENCE POST FOUND ON THE NORTHEAST LINE OF SAID A&M PROPERTY MARKING THE COMMON CORNER OF SAID 44 ACRE TRACT AND SAID REMAINDER OF 134.041 ACRE TRACT, FOR REFERENCE A CONCRETE MONUMENT FOUND BEARS: S 48° 24' 12" E FOR A DISTANCE OF 496.23 FEET;

**THENCE:** N 48° 24' 12" W ALONG THE COMMON LINE OF SAID 44 ACRE TRACT AND SAID A&M PROPERTY FOR A DISTANCE OF 1413.81 FEET TO THE POINT OF BEGINNING CONTAINING 6.175 ACRES OF LAND AS SURVEYED ON THE GROUND AUGUST, 2006. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

**BRAD KERR**  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

D:/WORK/MAB/06-621D.MAB



The following property is rezoned from A-O Agricultural Open & R-4 Multi-Family to R-4 Multi-Family and is shown graphically in EXHIBIT "B" as Tract D and in EXHIBIT "C":

TRACT OR

**METES AND BOUNDS DESCRIPTION  
OF A  
7.035 ACRE TRACT  
CRAWFORD BURNETT SURVEY, A-7  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT SURVEY, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING THE A PORTION OF A CALLED 43.633 ACRE TRACT AS DESCRIBED BY A DEED TO BVP 2818 PLACE, LP RECORDED IN VOLUME 7943, PAGE 180 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT A PETRIFIED WOOD ROCK FOUND ON THE NORTHEAST LINE OF A TRACT OF LAND OWNED BY THE TEXAS A&M UNIVERSITY SYSTEM MARKING THE MOST WESTERLY CORNER OF SAID 43.633 ACRE TRACT AND THE SOUTH CORNER OF A CALLED 4.23 ACRE TRACT AS DESCRIBED BY A DEED TO LINDA PRESTON-SHEPARD RECORDED IN VOLUME 7043, PAGE 287 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** S 48° 24' 12" E ALONG THE COMMON LINE OF SAID 43.633 ACRE TRACT AND SAID A&M TRACT FOR A DISTANCE OF 97.63 FEET TO THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

**THENCE:** THROUGH SAID 43.633 ACRE TRACT FOR THE FOLLOWING CALLS:

- N 41° 35' 47" E FOR A DISTANCE OF 37.85 FEET TO A POINT;
- S 86° 43' 52" E FOR A DISTANCE OF 44.62 FEET TO A POINT;
- S 70° 21' 18" E FOR A DISTANCE OF 75.81 FEET TO A POINT;
- S 82° 14' 19" E FOR A DISTANCE OF 4.46 FEET TO A POINT;
- N 41° 35' 48" E FOR A DISTANCE OF 68.00 FEET TO A POINT;
- S 48° 24' 13" E FOR A DISTANCE OF 149.82 FEET TO A POINT;
- S 19° 39' 46" E FOR A DISTANCE OF 40.21 FEET TO A POINT;
- S 48° 24' 13" E FOR A DISTANCE OF 167.83 FEET TO A POINT;
- N 58° 35' 11" E FOR A DISTANCE OF 176.34 FEET TO A POINT;
- S 31° 24' 49" E FOR A DISTANCE OF 39.04 FEET TO A POINT;

TRACT D-K

S 73° 59' 00" E FOR A DISTANCE OF 112.06 FEET TO A POINT;

S 25° 41' 44" E FOR A DISTANCE OF 220.10 FEET TO A POINT;

S 80° 09' 01" E FOR A DISTANCE OF 92.76 FEET TO A POINT;

S 41° 32' 34" E FOR A DISTANCE OF 59.36 FEET TO A POINT;

S 38° 21' 24" E FOR A DISTANCE OF 103.96 FEET TO A POINT;

S 50° 17' 57" W FOR A DISTANCE OF 42.91 FEET TO A POINT;

S 47° 01' 57" E FOR A DISTANCE OF 30.47 FEET TO A POINT;

S 29° 48' 42" E FOR A DISTANCE OF 140.76 FEET TO A POINT;

S 08° 38' 31" E FOR A DISTANCE OF 92.80 FEET TO A POINT;

S 48° 15' 57" E FOR A DISTANCE OF 41.10 FEET TO A POINT ON THE COMMON LINE OF SAID 43.633 ACRE TRACT AND THE REMAINDER OF A CALLED 134.041 ACRE TRACT AS DESCRIBED BY A DEED TO TLS PROPERTIES, LTD. RECORDED IN VOLUME 3091, PAGE 243 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

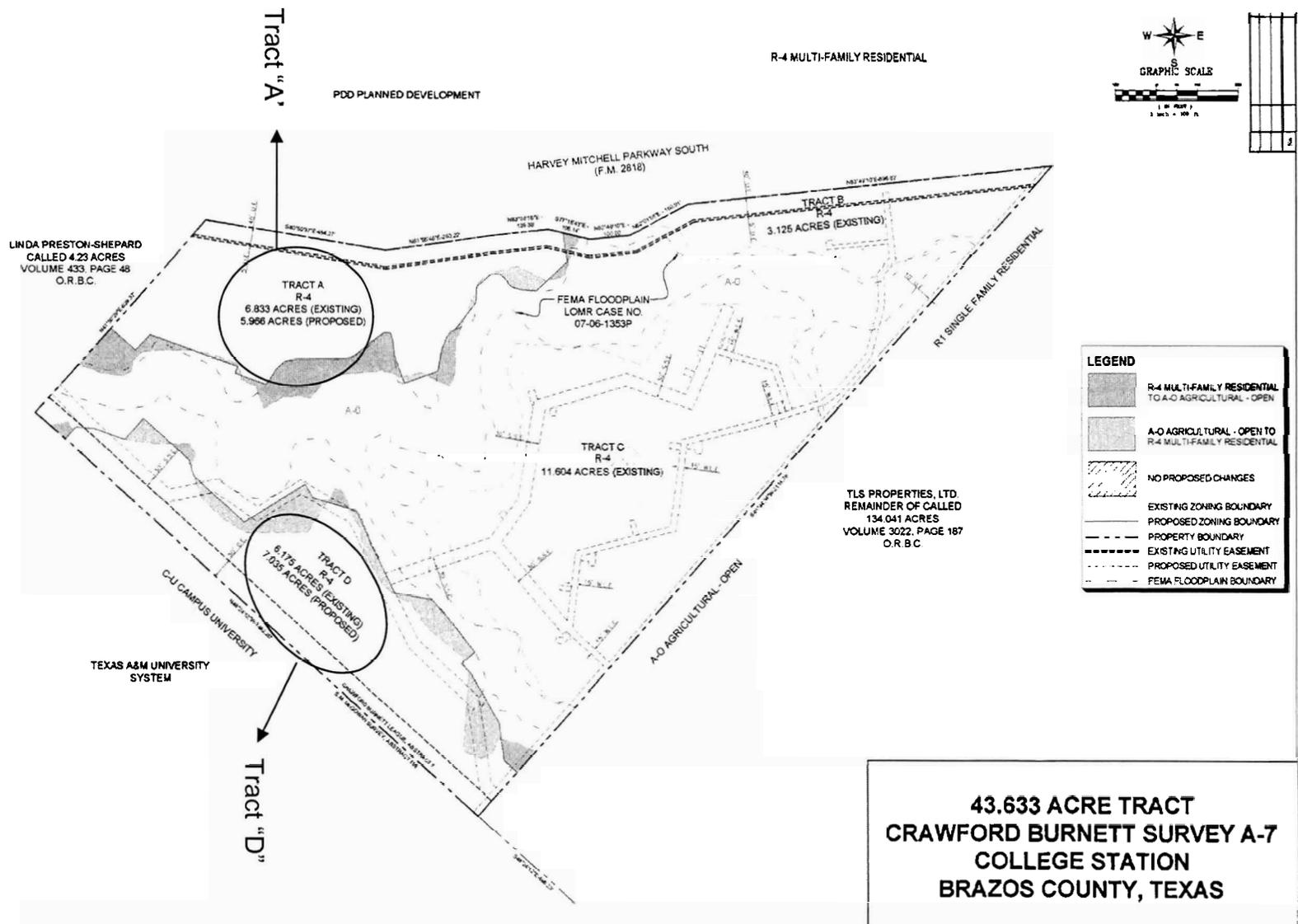
**THENCE:** S 41° 44' 04" W ALONG THE COMMON LINE OF SAID 43.633 ACRE TRACT AND SAID REMAINDER OF 134.041 ACRE TRACT FOR A DISTANCE OF 141.76 FEET TO THE REMAINS OF AN OLD FENCE POST FOUND ON THE NORTHEAST LINE OF SAID A&M PROPERTY MARKING THE COMMON CORNER OF SAID 43.633 ACRE TRACT AND SAID REMAINDER OF 134.041 ACRE TRACT, FOR REFERENCE A CONCRETE MONUMENT FOUND BEARS: S 48° 24' 12" E FOR A DISTANCE OF 496.23 FEET;

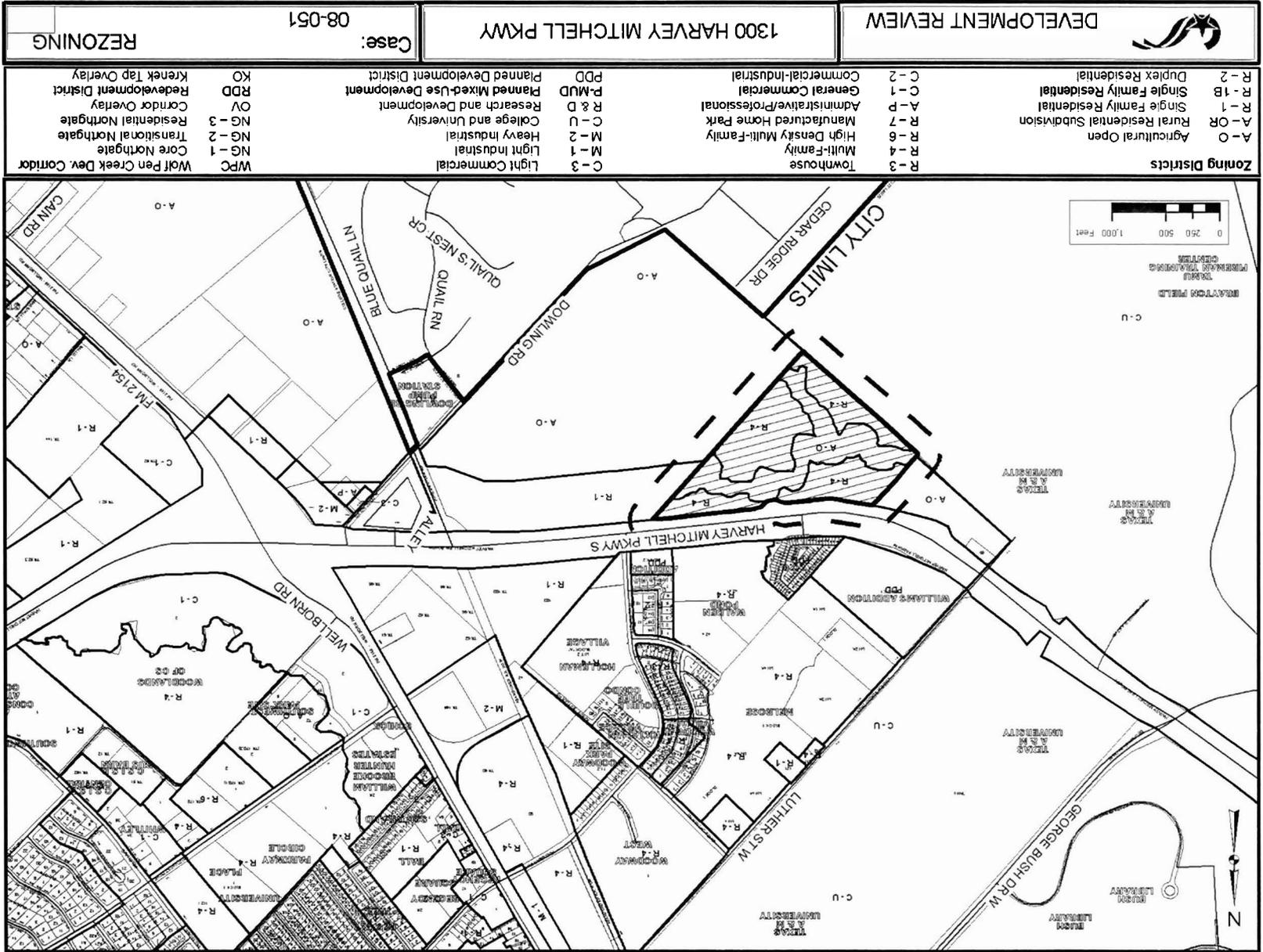
**THENCE:** N 48° 24' 12" W ALONG THE COMMON LINE OF SAID 43.633 ACRE TRACT AND SAID A&M PROPERTY FOR A DISTANCE OF 1364.57 FEET TO THE POINT OF BEGINNING CONTAINING 70.35 ACRES OF LAND AS SURVEYED ON THE GROUND AUGUST, 2006. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

D:/WORK/MAB/08-147B.MAB







**May 8, 2008**  
**Regular Agenda Item 7**  
**Barron Road Capacity Improvements Project**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Public Hearing, presentation, possible action, and discussion of the design of the Barron Road Capacity Improvements Project.

**Recommendation(s):** Staff recommends approval of the design of the Barron Road Capacity Improvements Project.

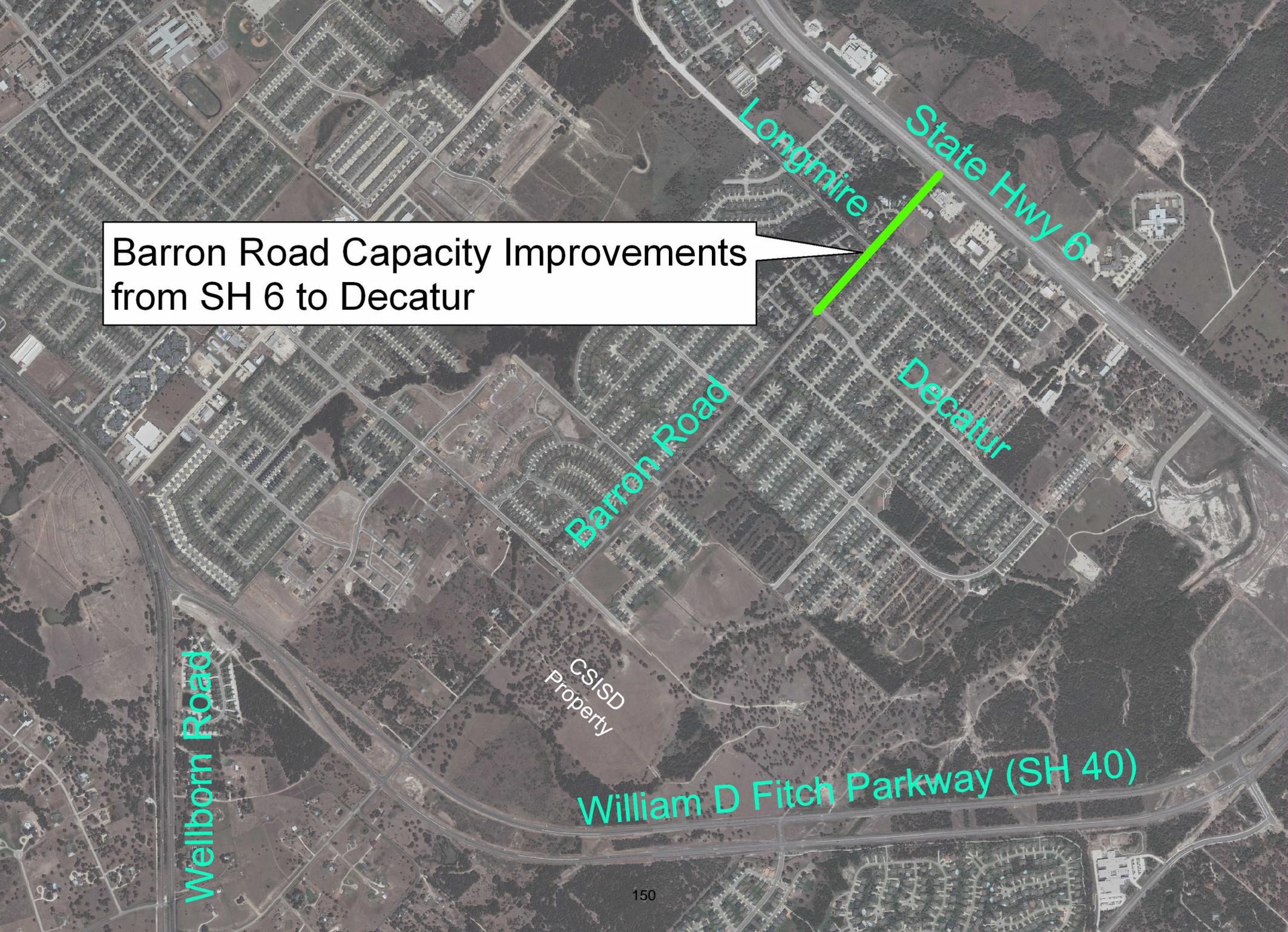
**Summary:** The Barron Road Capacity Improvements Project design is complete and ready to proceed with construction. The design will increase the capacity of Barron Road by increasing the 2 lane rural road to a 4 lane road with a raised median and curb and gutter, left turn lanes, bike lanes, and sidewalks. The project will be constructed from State Highway 6 to Decatur.

**Budget & Financial Summary:** The Streets portion of this project has a budget of \$3,000,000. This includes the design of Barron Road from State Highway 6 to State Highway 40 (William D. Fitch Parkway) and the construction of Barron Road from State Highway 6 to Decatur. The construction cost estimate is \$2.3 million. Funds in the amount of \$691,173.21 have been expended or committed to date, leaving a balance of \$2,308,826.79.

**Attachments:**

1. Location Map

Barron Road Capacity Improvements  
from SH 6 to Decatur



**May 8, 2008**  
**Regular Agenda Item 8**  
**Creek Meadows 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 from Rural Residential to Planned Development for 293.233 acres located along Greens Prairie Trail generally located between Greens Prairie Road West and Royder Ridge.

**Recommendation(s):** The Planning and Zoning Commission voted unanimously to recommend approval at their April 17<sup>th</sup> meeting. Staff recommended approval.

**Summary:**

1. **Changed or changing conditions in the subject area or the City:** The subject tract was included in the recent exempt areas annexation that became effective on March 29, 2008. The property began developing in 2006 as Creek Meadows subdivision and the approved Master Plan shows single-family detached, duplex, commercial, and open space uses. City Council approved the extension of sewer service to this area in 2005 to support the proposed uses. The Planned Development designation is being pursued so that the owner may rezone the property in compliance with his Master Plan and continue to develop.
2. **Compatibility with the remainder of the Comprehensive Plan:** The dense, urban style development is not compatible with the rural residential and large agricultural development in the area, and with the Rural Residential designation. The City may also need to look at upgrading the thoroughfare classification of Greens Prairie Road West and Greens Prairie Trail to accommodate this density.

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

**Attachments:**

1. Item Background
2. Draft Planning and Zoning Commission Meeting Minutes, April 17, 2008
3. Ordinance

## BACKGROUND INFORMATION

### NOTIFICATIONS

Advertised Commission Hearing Date: April 17, 2008

Advertised Council Hearing Dates: May 8, 2008

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

None

Contacts in support: 0

Contacts in opposition: 0

Inquiry contacts: 1

### ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Major Collector	N/A - thoroughfare	Greens Prairie Trail
South	Rural Residential	N/A (ETJ)	Vacant
East	Rural Residential	A-O, Agricultural Open and Unzoned	Large lot residential
West	Major Collector	N/A - thoroughfare	Royder Ridge

### DEVELOPMENT HISTORY

**Annexation:** March 29, 2008

**Zoning:** A-O, Agricultural Open

**Plat:** Master Plan – Creek Meadows Subdivision (2006)  
 Preliminary Plat – Creek Meadows Subdivision (2006)  
 Final Plat – Creek Meadows Subdivision, Section 1A and 1B (2007)  
 Final Plat – Section 4, Phase 1 (2007)  
 Final Plat – Section 4, Phase 2 (2007)

**Site development:** Duplex, single-family detached and vacant



**MINUTES**  
**PLANNING AND ZONING COMMISSION**  
**Regular Meeting**  
**Thursday, April 17, 2008**  
**at 7:00 p.m.**  
**City Hall Council Chambers**  
**1101 Texas Avenue**  
**College Station, Texas**

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**COMMISSIONERS PRESENT:** Chairman John Nichols, Marsha Sanford, Harold Strong, Bill Davis, Derek Dictson, Glenn Schroeder and Noel Bauman

**COMMISSIONERS ABSENT:** None

**CITY COUNCIL MEMBERS PRESENT:** David Ruesink

**CITY STAFF PRESENT:** Senior Planner Jennifer Prochazka, Staff Planners Crissy Hartl, Jason Schubert, Lauren Hovde and Matt Robinson, Graduate Civil Engineer Josh Norton, Acting Development Engineer Carol Cotter, City Engineer Alan Gibbs, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Action Center Representative Carrie McHugh and Staff Assistant Brittany Caldwell

7. Public hearing, presentation, possible action, and discussion regarding an amendment to the Comprehensive Land Use Plan from Rural Residential to Planned Development for 293.233 acres generally located on Greens Prairie Trail between the intersections of Greens Prairie Trail with Greens Prairie Road West and Royder Ridge. **Case #08-00500057 (LB)**

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

Chairman Nichols opened the public hearing.

Rabon Metcalf, RME Consulting Engineers, told the Commission he was available for questions.

Chairman Nichols closed the public hearing.

**Commissioner Dictson motioned to recommend approval of the Comprehensive Land Use Plan Amendment. Commissioner Schroeder seconded the motion, motion passed (7-0).**

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

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE COMPREHENSIVE LAND USE PLAN, FOR THE AREA GENERALLY LOCATED BETWEEN GREENS PRAIRIE ROAD WEST AND ROYDER RIDGE, 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 "Comprehensive 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 \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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 293.233 acres generally located between Greens Prairie Road West and Royder Ridge is amended from Rural Residential to Planned Development, as shown on the attached Exhibit "B". The vision for this district is in keeping with the approved Master Plan for Creek Meadows Subdivision, as shown in Exhibit "C".

**EXHIBIT "B"**

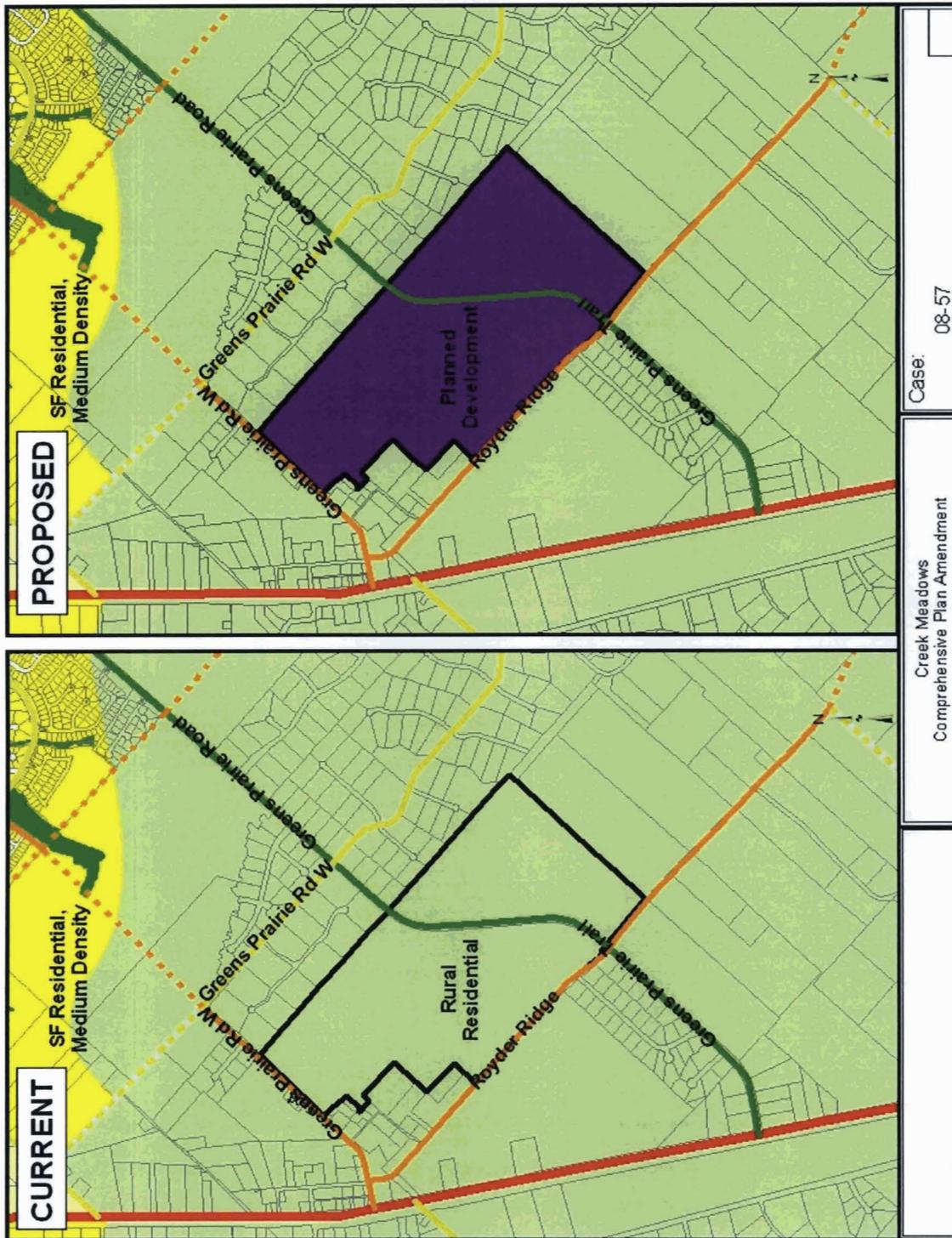
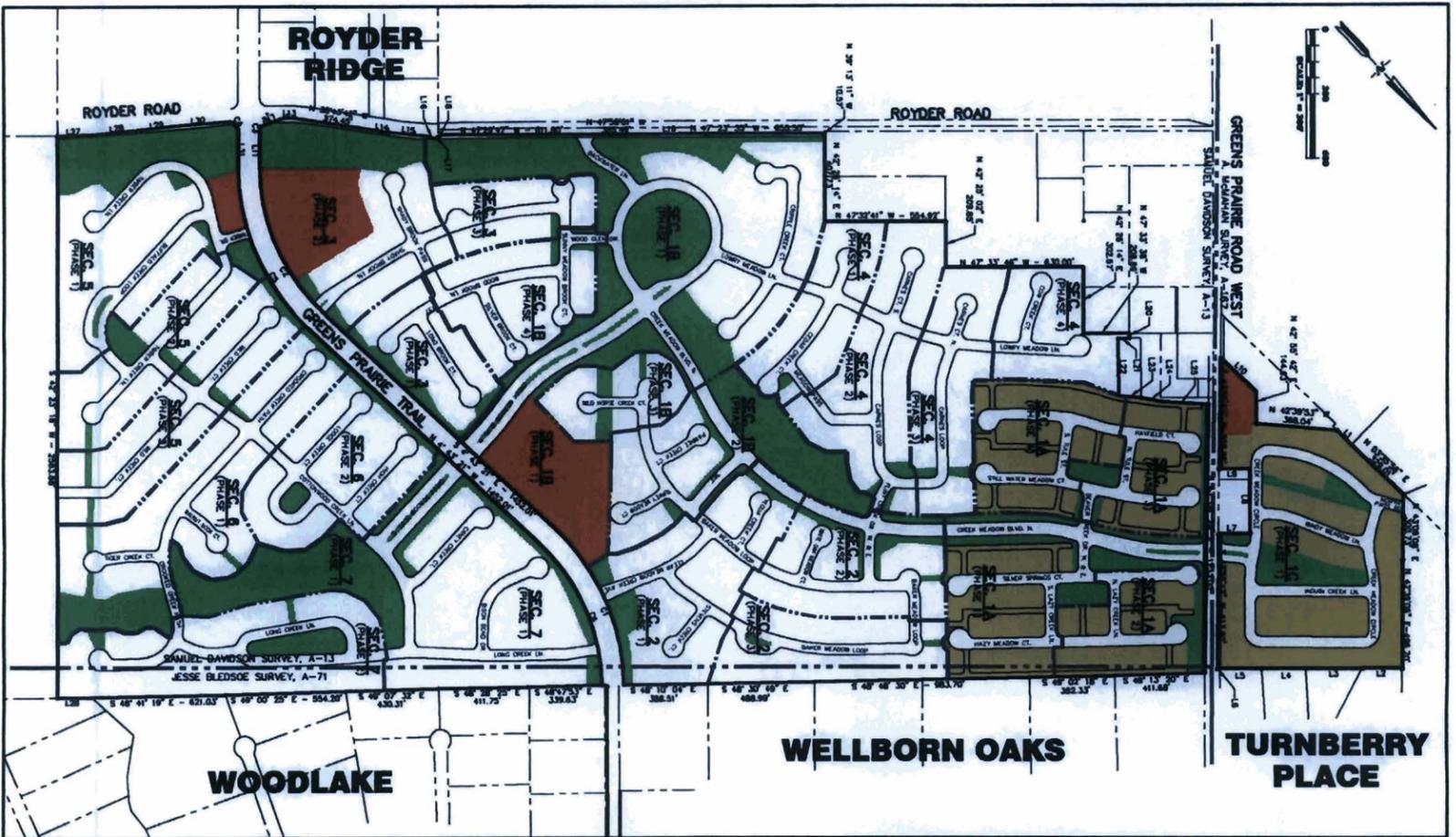


EXHIBIT "C"



MASTER PLAN NOTES

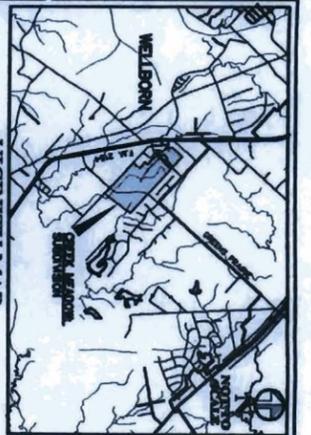
1. (SUBJECT) owns the original record of Brazos County, Texas.
  2. THIS TRACT DOES NOT LIE WITHIN THE FLOOD PLAIN AS GENERALLY DETERMINED BY FEMA - FIRM COMMUNITY PANEL NO. 48040C001, JULY 2, 1993 AND PANEL NO. 48040C002, FEBRUARY 8, 2000.
  3. BARRIERS OF RETENTION, WITH OPERATIONS IN PLACE OF ONE NORTH AS ESTABLISHED FROM GPS OBSERVATION.
  4. ALL PROPERTY CORNERS ARE LOCATED BY 1/4 FROM NEAREST CORNER MONUMENT.
  5. THE EXISTING DATA SHOWN WAS SUPPLIED AND PROVIDED BY JOHN SANCHEZ, UNDER THE DIRECTION OF MR. BRAD DORR, 07/13/2007.
  6. THE EXISTING USE OF THIS TRACT IS VACANT/RESIDENTIAL, EXCEPT FOR SECTION 1A, PHASES 1-2 AND SECTION 1B, PHASES 1-4. SECTION 1A, PHASES 1-2 AND SECTION 1B, PHASES 1-4 ARE CURRENTLY UNDER CONSTRUCTION OF LOTS OCCUPYING BY THE RESPECTIVE RESIDENTS. THE PROPOSED USE IS MULTI-FAMILY AND SINGLE-FAMILY RESIDENTIAL.
  7. FINAL PLANS FOR SECTION 1A, PHASES 1-2 AND SECTION 1B, PHASES 1-4 ARE FILED (COLLECT AREA, PAGE 200) FROM THE PREPARATION OF THIS RESUBDIVISION PLAN.
  8. WATERWAYS FROM THE PROPOSED MASTER PLAN, THE FOLLOWING LIST SUGGESTS THE AREAS BEING THE OCCUPYING VEHICLES FROM THE GENERAL OCCUPANT.
  9. A REVIEW, OF AN AREA NOT OWNED BY GREEN PRAIRIE ROAD WEST, RESULTING IN THE REDUCTION OF SECTION 4, PHASES 1-4.
  10. THE ADDITION OF THE 20 ACRES TO THE NORTH OF GREEN PRAIRIE ROAD WEST.
- CONSTRUCTION STANDARDS & NOTES:
1. RESUBDIVISION SPECIAL UTILITY DESIGN WILL PROVIDE WATER/SEWER SERVICE FOR THIS RESUBDIVISION. ALL NEW WATERWAYS WILL BE DESIGNED AND CONSTRUCTED TO THE LATEST AASHTO LIMITED DEVELOPMENT STANDARD AT THE POINT OF PROTECTION. LATER WATERWAYS WILL BE DESIGNED IN THE PROPOSED UTILITY DESIGN UPON THE RECEIPT OF THE PROTECTION REQUIREMENTS. A WATER HYDRAULIC STUDY WILL BE REQUIRED ILLUSTRATING SUCH.
  2. THE PROPOSED STREETS WILL BE CONSTRUCTED TO AN URBAN SECTION WITH CONCRETE CURBS AND CURBS FINISHED BY A 1/4" RADIUS AND CONCRETE CURBS FINISHED WITH A 1/4" RADIUS. THE PROPOSED STREETS WILL BE CONSTRUCTED TO A MINIMUM 12' WIDTH WITH A 1/4" RADIUS. THE PROPOSED STREETS WILL BE CONSTRUCTED TO A MINIMUM 12' WIDTH WITH A 1/4" RADIUS. THE PROPOSED STREETS WILL BE CONSTRUCTED TO A MINIMUM 12' WIDTH WITH A 1/4" RADIUS.
  3. SANITARY SEWER SERVICE FOR THIS RESUBDIVISION WILL BE BY MEANS OF A QUARTY COLLECTION SYSTEM. THE QUARTY COLLECTION SYSTEM WILL ULTIMATELY DISCHARGE TO A REGIONAL LIFT STATION THAT WILL BE INSTALLED TO AN EXISTING COMMUNITY SANITARY SEWER SYSTEM LOCATED FROM THE CENTER COLLECTOR STATION. ALL SANITARY SEWER CONDUCTIONS WILL BE INSPECTED AND VERIFIED BY THE CITY OF WOODLAKE.
  4. ELECTRICAL SERVICE FOR THIS RESUBDIVISION WILL BE PROVIDED BY GREEN TRAIL UTILITIES (GTRU).

LINE TABLE		LINE TABLE		LINE TABLE	
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N 0° 30' 00" E	18.75	L11	N 87° 30' 00" E	18.44
L2	S 47° 00' 00" E	18.75	L12	N 87° 30' 00" E	18.44
L3	S 0° 00' 00" E	200.00	L13	N 87° 30' 00" E	18.44
L4	S 47° 00' 00" E	18.75	L14	N 87° 30' 00" E	18.44
L5	S 0° 00' 00" E	200.00	L15	N 87° 30' 00" E	18.44
L6	S 47° 00' 00" E	18.75	L16	N 87° 30' 00" E	18.44
L7	S 0° 00' 00" E	200.00	L17	N 87° 30' 00" E	18.44
L8	S 47° 00' 00" E	18.75	L18	N 87° 30' 00" E	18.44
L9	S 0° 00' 00" E	200.00	L19	N 87° 30' 00" E	18.44
L10	S 47° 00' 00" E	18.75	L20	N 87° 30' 00" E	18.44
L21	N 87° 30' 00" E	18.44	L21	N 87° 30' 00" E	18.44
L22	N 87° 30' 00" E	18.44	L22	N 87° 30' 00" E	18.44
L23	N 87° 30' 00" E	18.44	L23	N 87° 30' 00" E	18.44
L24	N 87° 30' 00" E	18.44	L24	N 87° 30' 00" E	18.44
L25	N 87° 30' 00" E	18.44	L25	N 87° 30' 00" E	18.44
L26	N 87° 30' 00" E	18.44	L26	N 87° 30' 00" E	18.44
L27	N 87° 30' 00" E	18.44	L27	N 87° 30' 00" E	18.44
L28	N 87° 30' 00" E	18.44	L28	N 87° 30' 00" E	18.44
L29	N 87° 30' 00" E	18.44	L29	N 87° 30' 00" E	18.44
L30	N 87° 30' 00" E	18.44	L30	N 87° 30' 00" E	18.44

DENSITY TABLE		DENSITY TABLE	
SECTION	NO. OF LOTS	ACRES	USE
1A	28	7.64	STUDENT HOUSING - DUPLEX
1B	21	13.31	STUDENT HOUSING - DUPLEX
2	17	6.84	STUDENT HOUSING - DUPLEX
3	17	6.84	STUDENT HOUSING - DUPLEX
4	17	6.84	STUDENT HOUSING - DUPLEX
5	17	6.84	STUDENT HOUSING - DUPLEX
6	17	6.84	STUDENT HOUSING - DUPLEX
7	17	6.84	STUDENT HOUSING - DUPLEX
8	17	6.84	STUDENT HOUSING - DUPLEX
9	17	6.84	STUDENT HOUSING - DUPLEX
10	17	6.84	STUDENT HOUSING - DUPLEX
11	17	6.84	STUDENT HOUSING - DUPLEX
12	17	6.84	STUDENT HOUSING - DUPLEX
13	17	6.84	STUDENT HOUSING - DUPLEX
14	17	6.84	STUDENT HOUSING - DUPLEX
15	17	6.84	STUDENT HOUSING - DUPLEX
16	17	6.84	STUDENT HOUSING - DUPLEX
17	17	6.84	STUDENT HOUSING - DUPLEX
18	17	6.84	STUDENT HOUSING - DUPLEX
19	17	6.84	STUDENT HOUSING - DUPLEX
20	17	6.84	STUDENT HOUSING - DUPLEX
21	17	6.84	STUDENT HOUSING - DUPLEX
22	17	6.84	STUDENT HOUSING - DUPLEX
23	17	6.84	STUDENT HOUSING - DUPLEX
24	17	6.84	STUDENT HOUSING - DUPLEX
25	17	6.84	STUDENT HOUSING - DUPLEX
26	17	6.84	STUDENT HOUSING - DUPLEX
27	17	6.84	STUDENT HOUSING - DUPLEX
28	17	6.84	STUDENT HOUSING - DUPLEX
29	17	6.84	STUDENT HOUSING - DUPLEX
30	17	6.84	STUDENT HOUSING - DUPLEX

NOTE: (A) AREA NON-DENSITY INCLUDES ADJACENT OF COMMERCIAL USES IN ANY OF THE RESPECTIVE SECTIONS/PHASES.



VICINITY MAP  
NOT TO SCALE  
HATCH/COLOR LEGEND  
COMMON AREA  
SINGLE-FAMILY COMMERCIAL  
MAINTAINED BY HOA (AREA=181,305 AC AREA=11,549 AC AREA=33,515 AC)

SURVEYED BY: KEVIN SURBERG, LLC  
305 CHURCH STREET, P.O. BOX 208  
COLLEGE STATION, TEXAS 77841  
PHONE: (979) 266-5185

MASTER PLAN OF  
CREEK MEADOWS  
SUBDIVISION  
203.233 ACRES  
SMALL-DAWSON SURVEY, A-1,13  
JESSE BLEDSOE SURVEY, A-71  
COLLEGE STATION, BRAZOS COUNTY, TEXAS  
SURVEYED: MAY 23, 2008

**LMB** Consulting Engineers  
1801 SEAMANT LANE #7945  
POST OFFICE BOX 9553  
COLLEGE STATION, TEXAS 77842  
EMAIL: [cm@lmbgroup.com](mailto:cm@lmbgroup.com)  
OFFICE: (979) 690-0329  
FAX: (979) 690-0329

CLIENT: RAYSON METCALF ENGINEERING  
PROJECT NO. 202 - 0286

912  
7-17

912-612-616  
912-612-616  
cm

**May 8, 2008**  
**Regular Agenda Item 9**  
**1101 Williams Street – 0.077 Acre Public Utility Easement Abandonment**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning 0.077 acre of public utility easement, which is located on (College Hills Elementary School) Lot 4 of Christy Subdivision according to the plat recorded in Volume 213, Page 463 of the Deed Records of Brazos County, Texas, and 8.62 acre Tract described by deed recorded in Volume 204, Page 275 of the Deed Records of Brazos County, Texas.

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

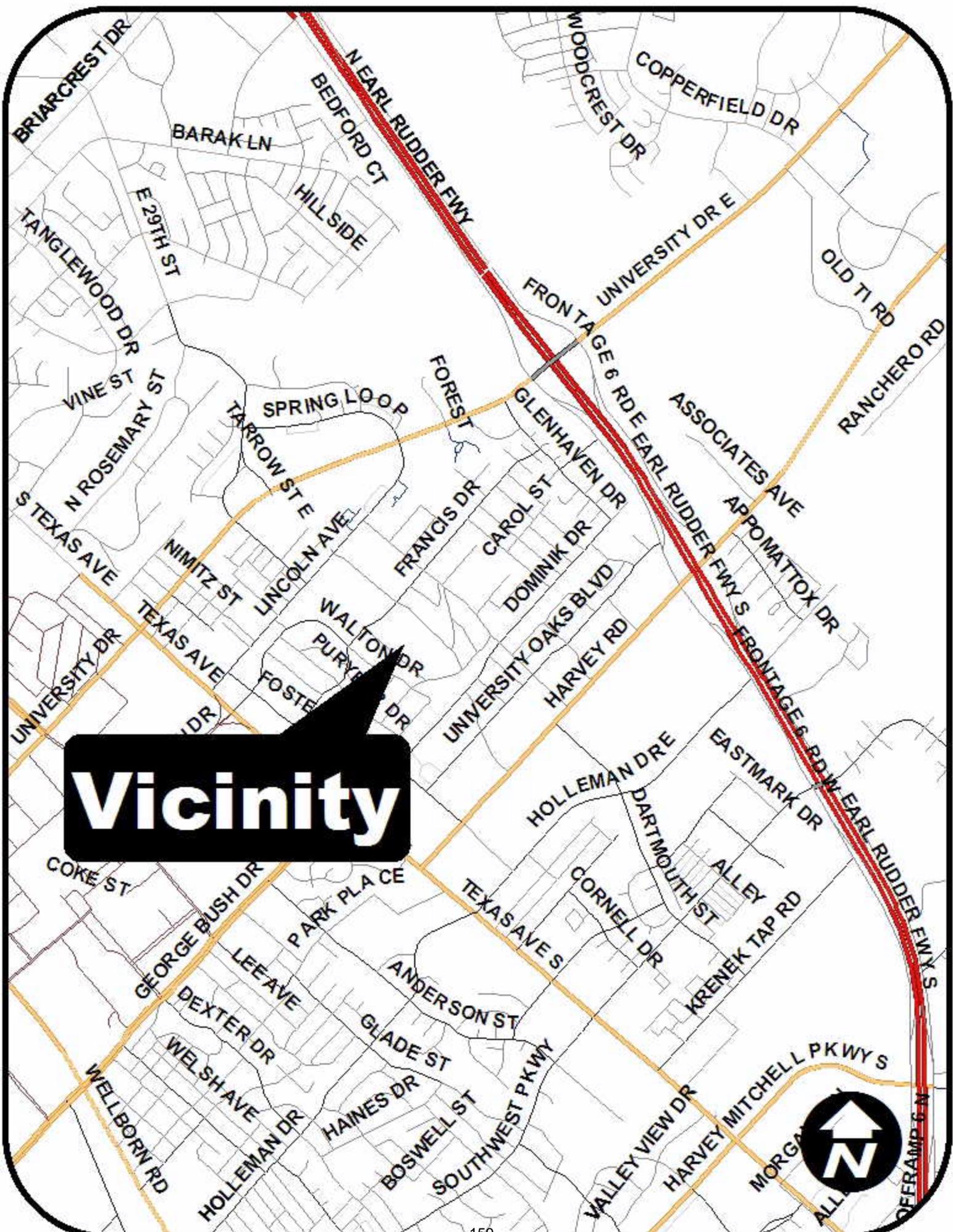
**Summary:** This easement abandonment makes room available for the College Hills Elementary School expansion. There are no public or private utilities in the subject portion of easement to be abandoned.

The portion of the 20 foot wide public easement to be abandoned is a 0.077 acre (3364 Sq. Ft.), which is located on Lot 4 of Christy Subdivision according to the plat recorded in Volume 213, Page 463, and on 8.62 acre Tract described by deed recorded in Volume 204, Page 275 of the Deed Records of Brazos County, Texas.

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

**Attachments:**

1. Attachment 1 - Vicinity Map
2. Attachment 2 - Location Map
3. Attachment 3 - Ordinance
4. Attachment 4 - Ordinance Exhibit "A"
5. Attachment 5 - Application for Abandonment



**Vicinity**





**Easement  
Abandonment**



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

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.077 ACRE (3364 SQUARE FOOT) PORTION OF THE TWENTY FOOT (20') WIDE PUBLIC UTILITY EASEMENT, SAID PORTION LYING ALONG LOT 4, OF THE CHRISTY SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 213, PAGE 463 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, AND 8.62 ACRE TRACT AS DESCRIBED BY DEED RECORDED IN VOLUME 204, PAGE 275 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a portion of the twenty foot (20') wide Public Utility Easement, said portion lying along Lot 4, of the Christy Subdivision, according to the plat recorded in Volume 213, Page 463, of the Official Records of Brazos County, Texas, and 8.62 acre tract as described by Deed recorded in Volume 204, Page 275 of the Official Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (such portion hereinafter referred to as the "Easement"); and

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

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

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

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

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

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:



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

**METES AND BOUNDS DESCRIPTION  
OF A  
0.077 ACRE TRACT  
PORTION OF A 20' UTILITY EASEMENT  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 20.00 FOOT WIDE UTILITY EASEMENT AS SHOWN ON THE PLAT OF CHRISTY SUBDIVISION RECORDED IN VOLUME 213, PAGE 463 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS. SAID PORTION OF EASEMENT LYING PARTIALLY WITHIN LOT 4, CHRISTY SUBDIVISION, AS CURRENTLY OWNED BY COLLEGE STATION INDEPENDENT SCHOOL DISTRICT, AND PARTIALLY WITHIN THE REMAINDER OF A CALLED 8.62 ACRE TRACT AS DESCRIBED BY A DEED TO A&M CONSOLIDATED SCHOOL DISTRICT RECORDED IN VOLUME 204, PAGE 275 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

**BEGINNING** AT A 1/2 INCH IRON ROD FOUND ON THE SOUTHERLY LINE OF SAID REMAINDER OF 8.62 ACRE TRACT MARKING THE NORTHEAST CORNER OF SAID LOT 4 AND THE NORTHWEST CORNER OF LOT 3, CHRISTY SUBDIVISION;

**THENCE:** S 10° 09' 57" W ALONG THE COMMON LINE OF SAID LOTS 3 AND 4 FOR A DISTANCE OF 11.02 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID UTILITY EASEMENT, FOR REFERENCE A 3/8 INCH IRON ROD FOUND ON THE NORTH LINE OF GILCHRIST AVENUE MARKING THE COMMON CORNER OF SAID LOTS 3 AND 4 BEARS: S 10° 09' 57" W FOR A DISTANCE OF 155.50 FEET;

**THENCE:** THROUGH SAID LOT 4 AND ALONG THE SOUTHERLY LINES OF SAID EASEMENT FOR THE FOLLOWING CALLS:

S 75° 21' 59" W FOR A DISTANCE OF 65.95 FEET TO A POINT;

S 40° 13' 54" W FOR A DISTANCE OF 92.48 FEET TO A POINT ON THE COMMON LINE OF SAID LOT 4 AND SAID REMAINDER OF 8.62 ACRE TRACT;

**THENCE:** N 49° 46' 06" W ALONG THE COMMON LINE OF SAID LOT 4 AND SAID REMAINDER OF 8.62 ACRE TRACT, AT 10.00 FEET PASS THE WEST CORNER OF SAID LOT 4, CONTINUE ON THROUGH SAID REMAINDER OF 8.62 ACRE TRACT FOR A TOTAL DISTANCE OF 20.00 FEET TO A POINT;

**THENCE:** THROUGH SAID REMAINDER OF 8.62 ACRE TRACT AND ALONG THE NORTHERLY LINE OF SAID EASEMENT FOR THE FOLLOWING CALLS:

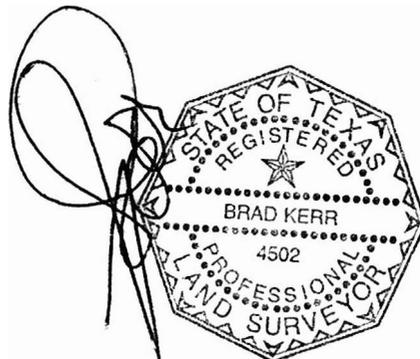
N 40° 13' 54" E FOR A DISTANCE OF 98.81 FEET TO A POINT;

N 75° 21' 59" E FOR A DISTANCE OF 76.90 FEET TO A POINT;

**THENCE:** S 14° 38' 01" E CONTINUING THROUGH SAID REMAINDER OF 8.62 ACRE TRACT AND THROUGH SAID EASEMENT FOR A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING** CONTAINING 0.077 OF AN ACRE OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND AUGUST 2007. SEE PLAT PREPARED MARCH 2008 FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

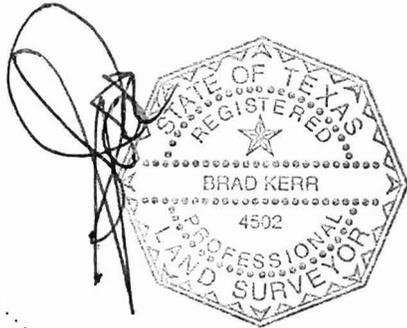
D:/WORK/MAB/08-106.MAB





SCALE: 1" = 30'

A&M CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
REMAINDER 8.62 ACRE TRACT  
204/275



20' UTILITY EASEMENT PER PLAT 213/463

S 14°38'01" E  
10.00'

POINT OF BEGINNING  
1/2" IRON ROD FOUND

S 10°09'57" W  
11.02'

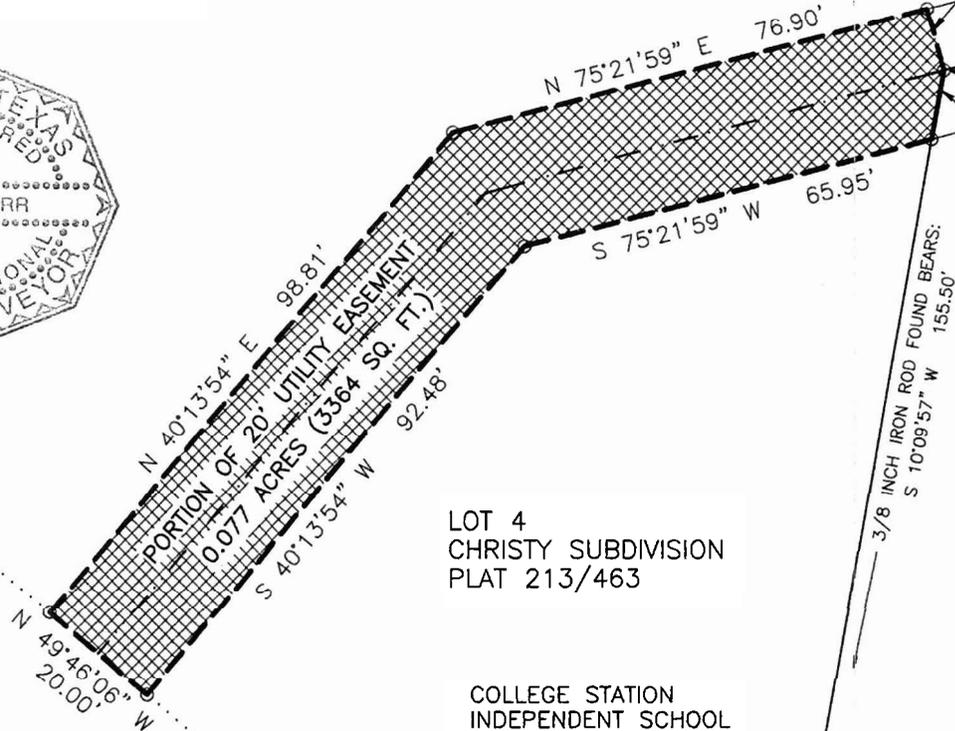
LOT 3  
CHRISTY SUBDIVISION  
PLAT 213/463

LESLIE JAMES DENTON  
7869/189

LOT 4  
CHRISTY SUBDIVISION  
PLAT 213/463

COLLEGE STATION  
INDEPENDENT SCHOOL  
DISTRICT

WILLIAMS STREET  
50' PRIVATE R.O.W.



3/8" IRON ROD FOUND BEARS:  
S 10°09'57" W 155.50'

LAND BOUNDARY SURVEY PLAT  
FOR A PARTIAL ABADONMENT OF A  
20' UTILITY EASEMENT AS SHOWN ON  
CHRISTY SUBDIVISION  
VOLUME 213, PAGE 463  
COLLEGE STATION, BRAZOS COUNTY, TEXAS



SCALE: 1 INCH = 30 FEET  
SURVEY DATE: AUGUST 2007  
PLAT DATE: 03-14-08  
JOB NUMBER: 08-106  
CAD NAME: 08-106  
CR5 FILE: 07-540

PREPARED BY: KERR SURVEYING, LLC  
505 CHURCH AVENUE, P.O. BOX 269  
COLLEGE STATION, TEXAS 77841  
PHONE (979) 268-3195

THERE ARE NO PUBLIC UTILITIES LOCATED  
WITHIN THE EASEMENT AREA TO BE  
ABANDONED SHOWN HEREON.

SEE METES AND BOUNDS PREPARED MARCH 2008  
FOR MORE DESCRIPTIVE INFORMATION.

BEARING SYSTEM SHOWN HEREON IS BASED ON  
GRID NORTH AS ESTABLISHED FROM GPS  
OBSERVATION.



**May 8, 2008**  
**Regular Agenda Item 10**  
**1101 Williams Street – 0.3978 Acre Public Sanitary Easement Abandonment**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning 0.3978 acre of public sanitary sewer easement, which is located on 8.572 Acre Tract as described in Deed recorded in Volume 204, Page 198 of the Deed Records of Brazos County, Texas, and on 8.62 Acre Tract as described in Deed recorded in Volume 204, Page 275 of the Deed Records of Brazos County, Texas.

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

**Summary:** This easement abandonment makes room available for the College Hills Elementary School expansion. The subject easement abandonment is contingent on CSISD completing the utility relocation and dedicating the associated replacement public utility easement.

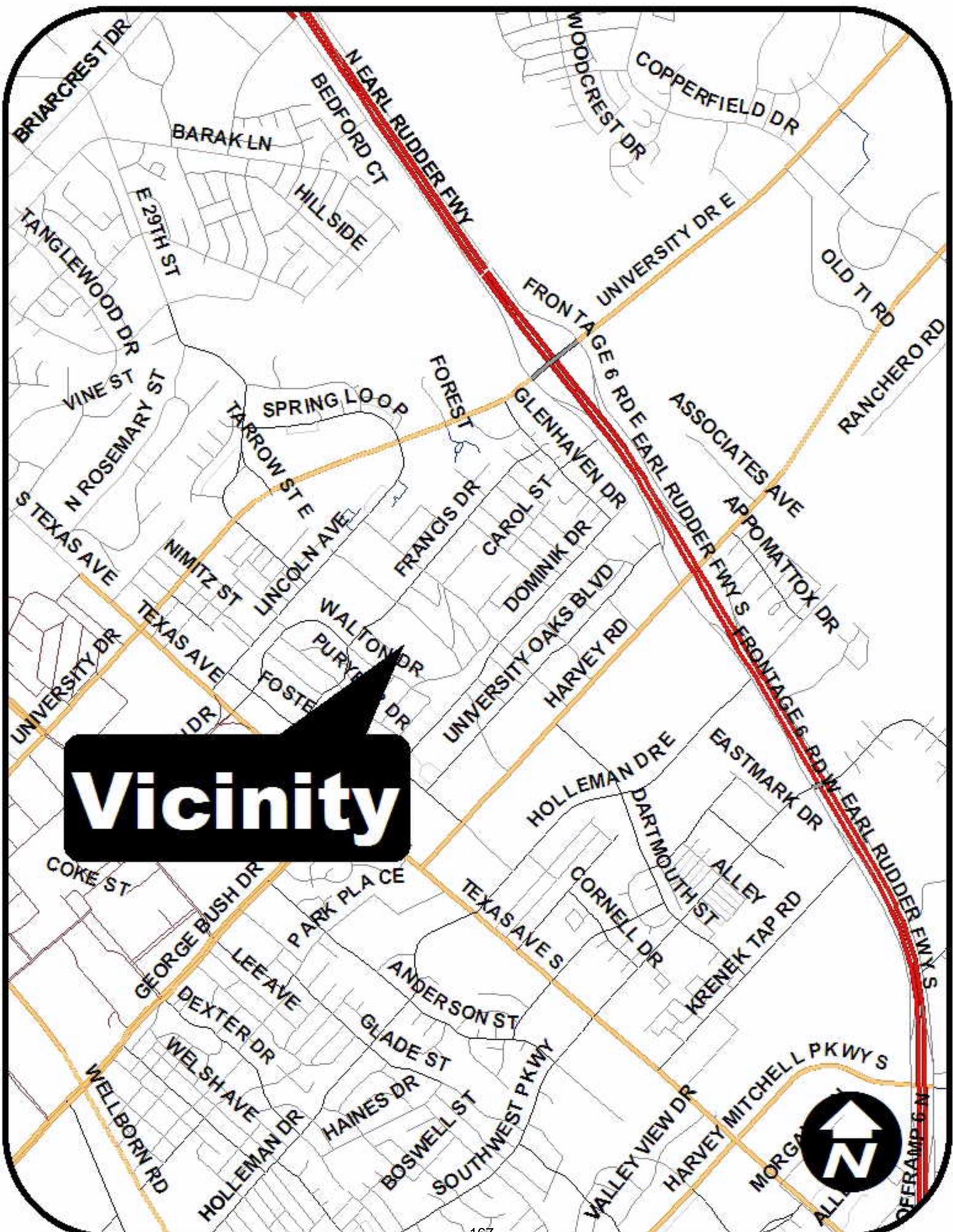
There is currently an active public sanitary line in this portion easement to be abandoned, however a temporary blanket easement has been dedicated on the tract and CSISD has begun constructing a re-routed alignment of this sanitary line. The re-alignment construction is anticipated to be completed shortly, and a CSISD will subsequently dedicate the re-aligned public utility easement.

The portion of the easement to be abandoned is a 0.3978 acre (17,326 Sq. Ft.), which is located on 8.572 Acre Tract as described in Deed recorded in Volume 204, Page 198 of the Deed Records of Brazos County, Texas, and on 8.62 Acre Tract as described in Deed recorded in Volume 204, Page 275 of the Deed Records of Brazos County, Texas.

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

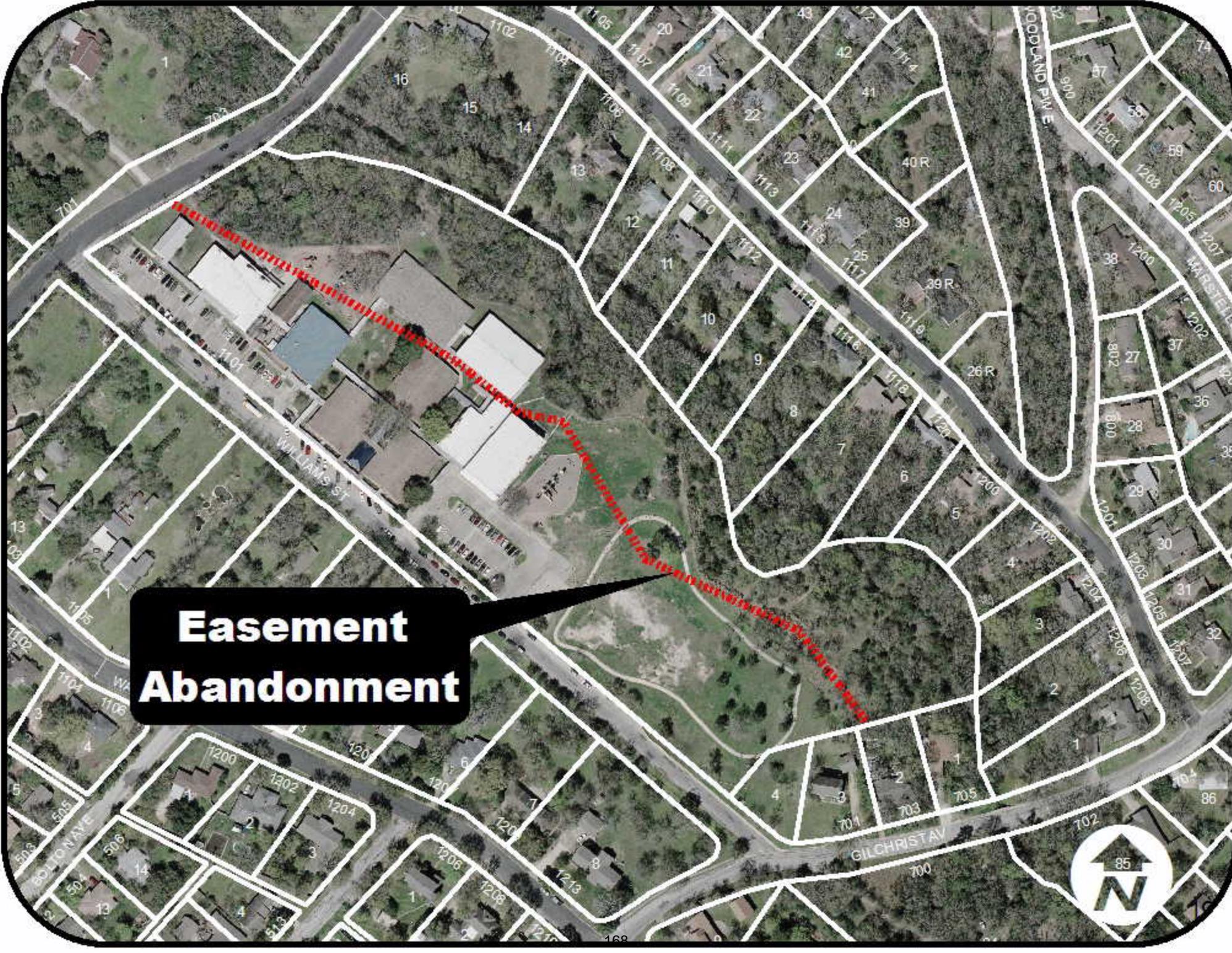
**Attachments:**

1. Attachment 1 - Vicinity Map
2. Attachment 2 - Location Map
3. Attachment 3 - Ordinance
4. Attachment 4 - Ordinance Exhibit "A"
5. Attachment 5 - Application for Abandonment



**Vicinity**





**Easement  
Abandonment**



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

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.3978 ACRE (17,326 SQUARE FOOT) PORTION OF THE FIFTEEN FOOT (15') WIDE PUBLIC SANITARY EASEMENT, SAID PORTION LYING ON 8.572 ACRE TRACT AS DESCRIBED BY DEED RECORDED IN VOLUME 204, PAGE 198 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, AND ON 8.62 ACRE TRACT AS DESCRIBED BY DEED RECORDED IN VOLUME 204, PAGE 275 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a portion of the fifteen foot (15') wide Public Sanitary Easement, said portion lying on 8.572 acre tract as described by Deed recorded in Volume 204, Page 198, of the Official Records of Brazos County, Texas, and on 8.62 acre tract as described in Deed recorded in Volume 204, Page 275, of the Official Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (such portion hereinafter referred to as the "Easement"); and

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

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

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

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

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

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, a 0.3978 acre portion of a fifteen foot (15') wide Public Sanitary Easement, said portion lying on 8.572 Acre Tract as described by Deed recorded in

Volume 204, Page 198, of the Official Records of Brazos County, Texas, and on 8.62 Acre Tract as described by Deed recorded in Volume 204, Page 275, of the Official Records of Brazos County, Texas, as described in Exhibit "A" attached hereto, be abandoned and vacated only upon completion of the following conditions:

1. Applicant shall remove and relocate the existing public sewer main within the Easement and there be no other infrastructure in this Easement. Applicant shall design and construct a replacement public sewer main meeting all applicable City standards. If said improvements are not completed and accepted by the City, the abandonment shall be null and void and have no further force or effect.
  
2. Applicant shall provide to the City by dedication deed on a form prepared by City or by plat a fifteen foot (15') wide public utility easement for the relocated sewer line. If the said public utility easement is not dedicated and accepted by the City, the abandonment shall be null and void and have no further force or effect.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:



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

EASEMENT NO. 3

**METES AND BOUNDS DESCRIPTION  
OF A  
PUBLIC UTILITY EASEMENT  
COLLEGE HILLS ELEMENTARY SCHOOL  
RICHARD CARTER LEAGUE, A-8  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A PUBLIC UTILITY EASEMENT BEING A PORTION OF A TRACT OF LAND CALLED 8.572 ACRES DESCRIBED AS FIRST TRACT AND SECOND TRACT BY A DEED FROM JACK JACKSON TO A & M CONSOLIDATED SCHOOL DISTRICT RECORDED IN VOLUME 204, PAGE 198 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, AND A PORTION OF A REMAINDER OF A CALLED 8.62 ACRE TRACT AS DESCRIBED BY A DEED FROM DONALD CHRISTY AND WIFE, HELEN SHEDD CHRISTY TO A & M CONSOLIDATED INDEPENDENT SCHOOL DISTRICT RECORDED IN VOLUME 204, PAGE 275 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, SAID TRACTS BEING KNOWN AS COLLEGE HILLS ELEMENTARY SCHOOL.

SAID PUBLIC UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 3/8 INCH IRON ROD FOUND ON THE SOUTHEAST RIGHT-OF-WAY LINE OF FRANCIS DRIVE (50' R.O.W.) MARKING THE WEST CORNER OF SAID SCHOOL TRACT AND THE NORTH CORNER OF COLLEGE HILLS ESTATES, SECTION THREE, ACCORDING TO THE PLAT RECORDED IN VOLUME 100, PAGE 161 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** N 48° 22' 17" E ALONG THE SOUTHEAST LINE OF FRANCIS DRIVE FOR A DISTANCE OF 146.46 FEET TO A 5/8 INCH IRON ROD FOUND MARKING AN ANGLE POINT IN SAID LINE;

**THENCE:** N 61° 34' 17" E CONTINUING ALONG THE SOUTHEAST LINE OF FRANCIS DRIVE FOR A DISTANCE OF 66.4 FEET TO THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED EASEMENT;

**THENCE:** THROUGH SAID SCHOOL TRACTS FOR THE FOLLOWING CALLS:

S 60° 53' 31" E FOR A DISTANCE OF 524.92 FEET TO A POINT;

S 50° 03' 46" E FOR A DISTANCE OF 128.89 FEET TO A POINT;

S 81° 03' 50" E FOR A DISTANCE OF 73.80 FEET TO A POINT;

EASEMENT NO. 3

S 30° 57' 24" E FOR A DISTANCE OF 252.31 FEET TO A POINT;

S 64° 29' 30" E FOR A DISTANCE OF 271.25 FEET TO A POINT;

S 36° 55' 32" E FOR A DISTANCE OF 194.07 FEET TO A POINT ON THE COMMON LINE OF SAID SCHOOL TRACTS AND CHRISTY SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 213, PAGE 463 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** S 75° 38' 15" W ALONG SAID COMMON LINE FOR A DISTANCE OF 12.97 FEET TO A POINT;

**THENCE:** THROUGH SAID SCHOOL TRACT FOR THE FOLLOWING CALLS:

N 36° 55' 32" W FOR A DISTANCE OF 186.21 FEET TO A POINT;

N 64° 29' 30" W FOR A DISTANCE OF 271.92 FEET TO A POINT;

N 30° 57' 24" W FOR A DISTANCE OF 250.31 FEET TO A POINT;

N 81° 03' 50" W FOR A DISTANCE OF 71.52 FEET TO A POINT;

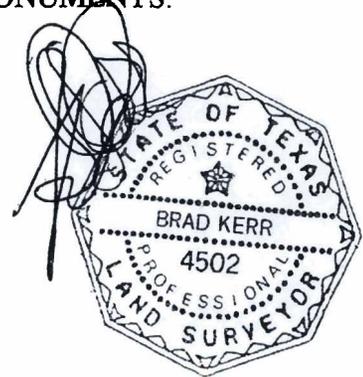
N 50° 03' 46" W FOR A DISTANCE OF 131.08 FEET TO A POINT;

N 60° 53' 31" W FOR A DISTANCE OF 531.42 FEET TO A POINT ON THE SOUTHEAST LINE OF FRANCIS DRIVE;

**THENCE:** N 61° 34' 17" E ALONG THE SOUTHEAST LINE OF FRANCIS DRIVE FOR A DISTANCE OF 14.22 FEET TO THE POINT OF BEGINNING CONTAINING 0.3978 OF AN ACRE (17,326 SQUARE FEET) OF LAND AS SURVEYED ON THE GROUND DECEMBER, 1997. FOR MORE DESCRIPTIVE INFORMATION SEE PLAT PREPARED DECEMBER, 1997. BEARING ORIENTATION SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM CITY OF COLLEGE STATION GPS MONUMENTS.

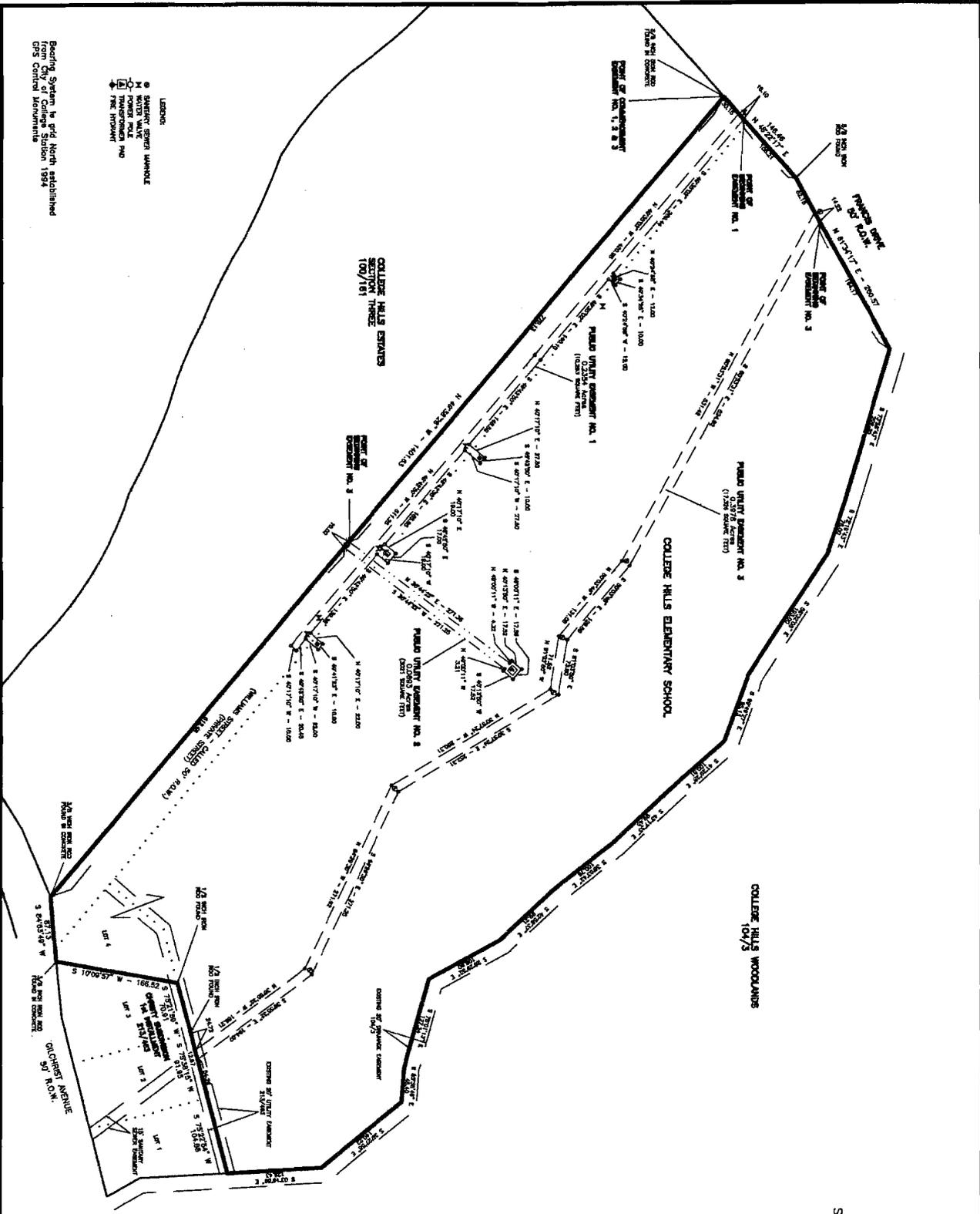
BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

D:\WORK\MAB\97-832B3.MAB



REDUCED SCALE: 1" = 200'

SCALE: 1" = 60'



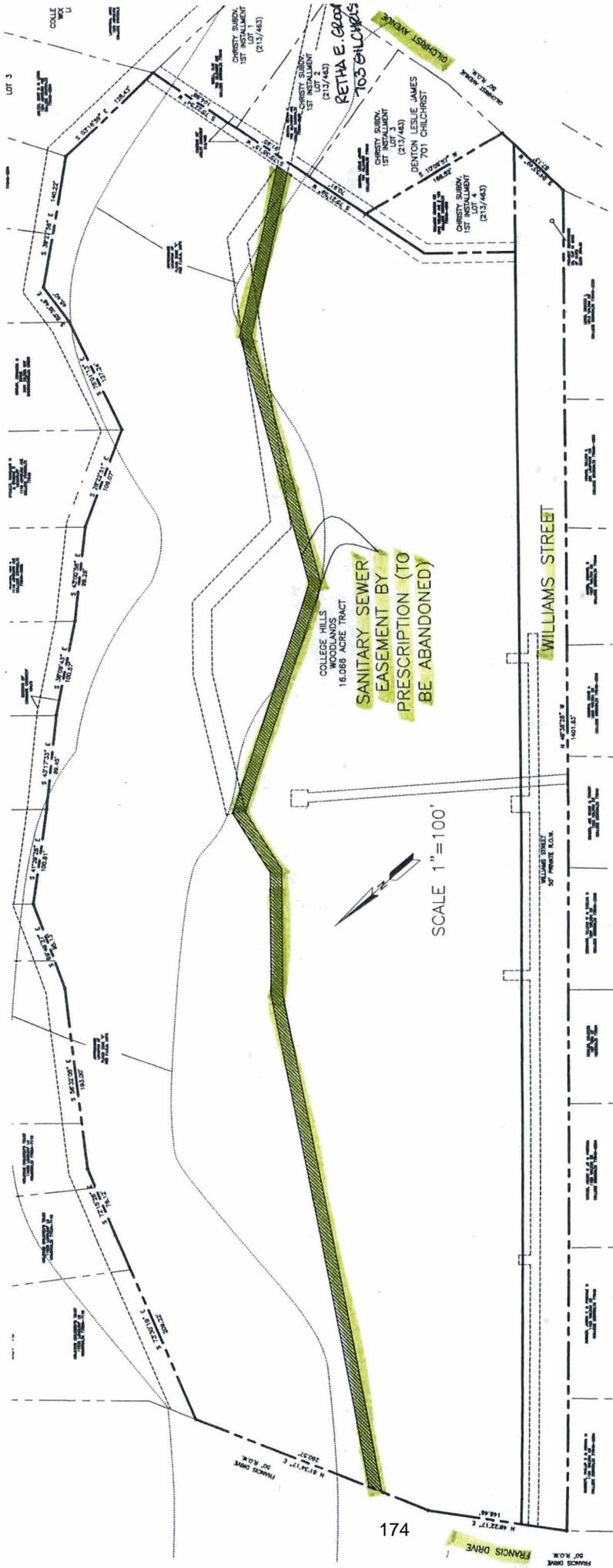
Legend:  
 ○ SURVEY POINT MONUMENT  
 ● POWER POLE  
 ▲ TRANSFORMER NO.  
 ▽ POLE MOUNT

Beating System in grid North established from City of College Station 1994  
 GPS Control Monument

PLAT OF  
 PUBLIC UTILITY EASEMENTS  
 COLLEGE HILLS ELEMENTARY SCHOOL  
 18.054 ACRE TRACT  
 RICHARD CARTER LEAGUE A-B  
 COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1" = 60'  
 DATE: 12-15-22  
 BY: JAMES R. KAY  
 FOR: JAMES R. KAY  
 JOB NO. 2022-001  
 JOB FILE # 2022-001

JAMES R. KAY  
 500 NATIONAL STREET, BOX 200, 204  
 COLLEGE STATION, TEXAS 77840  
 PHONE: (767) 282-1121



COLLEGE HILLS  
 18.068 ACRE TRACT  
 SANITARY SEWER  
 EASEMENT BY  
 PRESCRIPTION (TO  
 BE ABANDONED)



SCALE 1" = 100'