



Mayor

Ben White

Mayor Pro Tem

Lynn McIlhaney

City Manager

Glenn Brown

Councilmembers

John Crompton

James Massey

Dennis Maloney

Lawrence Stewart

David Ruesink

Agenda

College Station City Council

Regular Meeting

Wednesday, November 05, 2008 at 7:00 PM

City Hall Council Chamber, 1101 Texas Avenue

College Station, Texas

1. Pledge of Allegiance, Invocation, Consider absence request.
Brazos Boot Award from City of Bryan Mayor Mark Conlee
Texas Municipal League Award recognizing "Coffee with the Mayor"
Texas Amateur Athletic Federation Awards and Recognition of David Gerling, Rec Superintendent

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 the City Council Meetings of Thursday, October 23, 2008; Budget Workshop Meetings, August 20, 2008, August 21, 2008, September 8, 2008; and, Special Meeting September 17, 2008.
- b. Presentation, possible action, and discussion on approval of the 2008 Property Tax Roll in the amount of \$22,074,830.98.
- c. Presentation, possible action, and discussion regarding renewal of an annual price agreement for Emergency Medical Supplies with Boundtree Medical (previously Tri-anim Health Services) for \$34,578.09 and Boundtree Medical for \$21,847.01 not to exceed \$56,425.10. Boundtree Medical merged with Tri-anim Health Services June 5, 2008.
- d. Presentation, possible action, and discussion regarding renewal of an annual price agreement with Nafeco Inc., in an amount not to exceed \$56,448.00 for fire protective clothing.
- e. Presentation, discussion and possible action on the renewal agreement with Mustang Rental Services of Texas, Ltd. for the rental of heavy machinery, Bid No. 07-112, for an annual expenditure of \$95,000.00.
- f. Presentation, possible action and discussion of a resolution declaring intention to reimburse certain Twin Oaks Landfill expenditures with proceeds from debt.
- g. Presentation, possible action and discussion regarding adoption of a resolution awarding contract #08-286 for the Eagle Avenue Extension Project to Brazos Paving in the amount of \$790,554.15.
- h. Presentation, possible action, and discussion on the purchase of an Articulated Landfill Compactor from Mustang Tractor & Equipment to be used by the Brazos Valley Solid Waste Management Agency in the amount of \$1,050,000.00.
- i. Presentation, possible action, and discussion on a resolution approving testing and inspecting contract #09-028 with CSC Engineering & Environmental Consultants, Inc. in the amount of \$58,000.00 for the Rock Prairie Road Landfill.
- j. Presentation, possible action, and discussion on a resolution approving consultant contract #09-029 with CSC Engineering & Environmental Consultants, Inc. in the amount of \$252,000.00 for the Twin Oaks Phase I Construction Project.
- k. Presentation, possible action, and discussion on a resolution approving testing and inspecting contract #09-030 with CSC Engineering & Environmental Consultants, Inc. in the amount of \$60,000.00 for the Twin Oaks Phase I Construction Project.
- l. Presentation, possible action, and discussion on a resolution approving professional services contract #09-031, with HDR Engineering, Inc in an amount not to exceed \$828,840.00 for Twin Oaks Landfill additional design/permitting, bidding and construction phase services.
- m. Presentation, possible action and discussion on a funding agreement between the City of College Station and the Keep Brazos Beautiful for FY09 in the amount of \$60,240.

n. Presentation, possible action and discussion to approve a funding addendum that will authorize expenditures for the Brazos County Health Department in the amount of \$340,885.

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 approving an ordinance vacating and abandoning seven easements located at 1815 Brothers Boulevard. (WalMart).
2. Public hearing, presentation, possible action, and discussion regarding an ordinance to amend Chapter 9 of the City of College Station Code of Ordinances, Subdivision Regulations, and amend Chapter 12 of the City of College Station Code of Ordinances, Unified Development Ordinance (UDO) to remove master plans and amend standards relating to the Extraterritorial jurisdiction, including minimum lot size, minimum lot width, and urban street design.
3. Public Hearing, presentation, possible action, and discussion an ordinance amending City of College Station Code of Ordinances Chapter 13: Flood Hazard Protection: Section 5-E: Special Provisions for Areas of Special Flood Hazard, Section 5-G: Special Provisions for Floodways, and Section 5-H: Special Provisions for Areas of Shallow Flooding. (Zero-Rise Requirement).
4. Public hearing, presentation, possible action, and discussion on an ordinance amending the Land Use Plan element of the Comprehensive Plan from Single-Family Medium Density and Floodplains & Streams to Regional Retail, Office and Residential Attached for 31.19 acres generally located at the northeast corner of William D. Fitch and its future intersection with Victoria Avenue.
5. Public Hearing, presentation, possible action, and discussion an ordinance amending City of College Station Code of Ordinances Chapter 13: Flood Hazard Protection: Section 2: Definitions, Section 5-B: Establishment of Areas of Special Flood Hazard Area, and Section 5-E: Special Provisions for Areas of Special Flood Hazard.

6. Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 20-foot wide public utility easement, which is centered on the lot line between Lots 6R and 7R, Block 2 of Rock Prairie West Business Park, Phase 1 Subdivision according to the plat recorded in Volume 6121, Page 222 of the Deed Records of Brazos County, Texas..

7. Adjourn.

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

APPROVED:

City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Wednesday, November 05, 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 1st day of November, 2008 at 2:00 pm



City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on November 1, 2008 at 2:00 pm and remained so posted continuously for at least 72 hours preceding 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 . Council meetings are broadcast live on Cable Access Channel 19.

**November 5, 2008
Consent Agenda Item 2b
Approval of the 2008 Property Tax Roll**

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion on approval of the 2008 Property Tax Roll in the amount of \$22,074,830.98.

Recommendation(s): Staff recommends approval of the 2008 Property Tax Roll.

Summary: Section 26.09 (e) of the Texas Property Tax Code mandates formal approval of the Tax Roll by the Council as the final step in the process of establishing the tax roll for the new year. The Roll consists of the Maintenance and Operations levy and the Interest and Sinking fund levy.

This is the tax roll that will be generated by the tax rate of \$0.4394 per \$100 assessed valuation adopted by the City Council at its September 27, 2008 meeting.

Budget & Financial Summary: See above

Attachments:

2008 Levy Totals

2008 LEVY TOTALS

C2 - CITY OF COLL. STAT.

Grand Totals

10/10/2008

5:48:43PM

Property Count: 25,954

Land		Value		
Homesite:		477,599,662		
Non Homesite:		769,610,150		
Ag Market:		74,784,191		
Timber Market:		0		
			Total Land	(+) 1,321,994,003
Improvement		Value		
Homesite:		2,170,085,734		
Non Homesite:		1,803,339,688		
			Total Improvements	(+) 3,973,425,422
Non Real		Count	Value	
Personal Property:	2,769		424,947,920	
Mineral Property:	1,993		5,709,240	
Autos:	0		0	
			Total Non Real	(+) 430,657,160
			Market Value	= 5,726,076,585
Ag		Non Exempt	Exempt	
Total Productivity Market:		74,784,191	0	
Ag Use:		534,671	0	
Timber Use:		0	0	
Productivity Loss:		74,249,520	0	
			Productivity Loss	(-) 74,249,520
			Appraised Value	= 5,651,827,065
			Homestead Cap	(-) 10,518,224
			Assessed Value	= 5,641,308,841

Exemption	Count	Local	State	Total	
AB	7	11,400,139	0	11,400,139	
DV1	149	0	1,256,000	1,256,000	
DV1S	6	0	30,000	30,000	
DV2	34	0	318,000	318,000	
DV3	36	0	386,000	386,000	
DV3S	2	0	20,000	20,000	
DV4	35	0	420,000	420,000	
DV4S	2	0	24,000	24,000	
EX	478	0	529,479,449	529,479,449	
EX(Prorated)	6	0	941,750	941,750	
EX366	941	0	116,665	116,665	
FR	6	14,667,699	0	14,667,699	
OV65	1,951	58,301,260	0	58,301,260	
OV65S	3	90,000	0	90,000	
				Total Exemptions	(-) 617,450,962
				Net Taxable	= 5,023,857,879

Levy Info			
M&O Rate:	0.193352	M&O Tax:	9,713,728.43
I&S Rate:	0.246048	I&S Tax:	12,361,102.55
Protected I&S Rate:	0.000000	Protected I&S Tax:	0.00
		Ag Penalty:	0.00
		Total Levy	22,074,830.98
Tax Increment Finance Value:			0
Tax Increment Finance Levy:			0.00

November 5, 2008
Consent Agenda Item 2c
Annual price agreement for the purchase of EMS supplies.

To: Glenn Brown, City Manager

From: R. B Alley III, Fire Chief

Agenda Caption: Presentation, possible action, and discussion regarding renewal of an annual price agreement for Emergency Medical Supplies with Boundtree Medical (previously Tri-anim Health Services) for \$34,578.09 and Boundtree Medical for \$21,847.01 not to exceed \$56,425.10. Boundtree Medical merged with Tri-anim Health Services June 5, 2008.

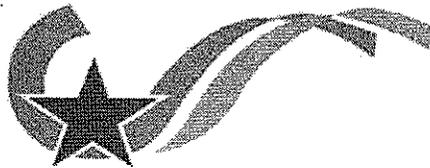
Recommendation(s): Staff recommends approval of this renewal.

Summary: Tri-anim and Boundtree were the two most competitive bidders for the FY2006 annual contract, bid #06-146. This contract was awarded to two vendors to ensure more than one source, to meet the department's needs, currently these two vendors have merged into one company. EMS supplies are used by first responders to aid in medical care. Department protocols and guidelines by the Texas Department of Health constitute the purchase of supplies that must be available on engines and ambulances. The FY2009 renewal is the second of two optional annual renewals of the FY2006 contract. (P.O. 071200), Tri-anim (P.O. 071201) for Boundtree. This renewal includes an increase of 5% for each purchase order. If this contract were re-bid the contract amount would need to be increased substantially more to compensate for the increase in market prices.

Budget & Financial Summary: Funds are budgeted in 001-4253-562-2440 for this expenditure. Funds are budgeted to provide adequate supplies for our department's current and future needs.

Attachments:

1. Renewal Letter – Bid tabulation #06-146
2. Annual Price Agreement and Specifications
3. Renewal Certificate



CITY OF COLLEGE STATION

P.O. Box 9960
College Station, TX 77842

DATE: October 7, 2008

TO: Bound Tree Medical, LLC
5200 Rings Rd. Ste. A
Dublin, OH 43017-3557

Groups
1, 2, 4 & 5

RE: **Renewal Bid #06-146**
Title: Annual Price Agreement for EMS Supplies
(Groups 1, 2, 4 & 5)

Attn: Cathy Taynor or Craig Gray

The City of College Station appreciates the services provided by Bound Tree Medical, LLC/Tri-Anim Health Services, Inc. this past year. We would like to exercise our option to renew the above referenced contract (acquired from Tri-Anim Health Services via merger) with your required 5% price increase under the same terms and conditions for the term of one year, September 30, 2008 through September 29, 2009 for the amount of \$34,578.09.

If this meets with your company's approval, please complete this renewal agreement (including notarization), and return it no later than Tuesday, October 14, 2008.

Should you have any questions, please call me at (979) 764-3558.

Sincerely,

Lisa D. Davis, C.P.M
Buyer

Attachment



DATE: October 7, 2008

TO: Bound Tree Medical, LLC
5200 Rings Rd. Ste. A
Dublin, OH 43017-3557

RE: **Renewal Bid #06-146**
Title: Annual Price Agreement for EMS Supplies
(Groups 1, 2, 4 & 5)

Attn: Cathy Taynor or Craig Gray

The City of College Station appreciates the services provided by Bound Tree Medical, LLC/Tri-Anim Health Services, Inc. this past year. We would like to exercise our option to renew the above referenced contract (acquired from Tri-Anim Health Services via merger) with your required 5% price increase under the same terms and conditions for the term of one year, September 30, 2008 through September 29, 2009 for the amount of \$34,578.09.

If this meets with your company's approval, please complete this renewal agreement (including notarization), and return it no later than Tuesday, October 14, 2008.

Should you have any questions, please call me at (979) 764-3558.

Sincerely,

Lisa D. Davis, C.P.M
Buyer

Attachment

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew bid #06-146, for EMS Supplies (Groups 1, 2, 4 & 5) in accordance with all terms and conditions previously agreed to and accepted including a proposed 5% across the board increase due to increased material and delivery costs for fuel.

I understand this renewal term will be for a one year period beginning September 30, 2008, through September 29, 2009 and with the 5% (Five percent) increase, the new total amount of the contract is \$34,578.09 (Thirty-four thousand five hundred seventy-eight and 09/100 dollars).

BOUND TREE MEDICAL, LLC

Jennifer Butler
AUTHORIZED REPRESENTATIVE

10/8/08
DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

City Secretary

DATE

APPROVED:

City Manager

DATE

Alan C. Jones
City Attorney

DATE

Chief Financial Officer

DATE

STATE OF Ohio

CORPORATE ACKNOWLEDGMENT

COUNTY OF Franklin

This instrument was acknowledged on the 8th day of October, 2008,
by Jennifer Butler in his/her capacity as Bids/Contracts Rep. of
Bound Tree Medical a partnership/LLC Corporation, on behalf of said corporation.



MICHELLE BECHTEL
Notary Public, State of Ohio
My Commission Expires April 24, 2010

Michelle Bechtel (Bechtel)
Notary Public in and for the
State of Ohio

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2008,
by Ben White, in his capacity as Mayor of the City of College Station, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas



CITY OF COLLEGE STATION

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

**ANNUAL PRICE AGREEMENT
AND
SPECIFICATIONS
FOR EMS SUPPLIES
BID #06-146**

BID OPENING DATE: Thursday, September 21, 2006 @ 2:00 P.M. CST

Bids will be received at the City of College Station Purchasing Department, 1101 Texas Avenue, College Station, TX 77842, until Thursday, September 21, 2006, at 2:00 p.m. CST, and publicly opened and read aloud at City Hall, 1101 Texas Avenue, College Station, TX. Any questions concerning the bid should be directed to Alan Degelman, Purchasing Services Division, (979) 764-3558. **Clearly mark return bid envelope with Bid # and Bid Opening Date.**

INTRODUCTION

Bids are solicited for the City's EMS Supplies with the following definitions, term and conditions of bidding. Should this bid contain the City's standard contract terms, conditions and insurance requirements, they will be attached as Exhibit A.

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

DEFINITIONS, TERMS AND CONDITIONS

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

Definitions

In order to simplify the language throughout this bid, the following definitions shall apply:

Exceptions

The bidder will note any exceptions to the conditions of this bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

Extension of Contract

Upon completion of the term of the original contract and upon the mutual agreement of both parties, the original contract may be renewed for up to two (2) additional one (1) year terms [three (3) years total]. The renewal will be under the same terms and conditions as the original contract; provided, however, that the unit prices bid under the original contract may, by mutual agreement, be increased by no more than five percent (5%) of the original contract price. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

Financial Condition

Contractor must provide audited financial statements, if requested, to the City.

Fiscal Funding

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

Forms

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

Indemnification

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

Independent Contractor

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

Interlocal Agreement

Successful bidder agrees to extend prices and terms to all entities who have entered or will enter into joint purchasing interlocal cooperation agreement(s) with the City of College Station.

Notification

The City of College Station uses multiple channels for the notification and dissemination of all invitations to bid. Approved methods of dissemination include: City of College Station website or the City of College Station Purchasing office. The receipt of solicitations through any other



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

**ANNUAL PRICE AGREEMENT
AND
SPECIFICATIONS
FOR EMS SUPPLIES
BID #06-146**

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INTRODUCTION

Bids are solicited for the City's EMS Supplies with the following definitions, term and conditions of bidding. Should this bid contain the City's standard contract terms, conditions and insurance requirements, they will be attached as Exhibit A.

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

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Definitions

In order to simplify the language throughout this bid, the following definitions shall apply:

Exceptions

The bidder will note any exceptions to the conditions of this bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

Extension of Contract

Upon completion of the term of the original contract and upon the mutual agreement of both parties, the original contract may be renewed for up to two (2) additional one (1) year terms [three (3) years total]. The renewal will be under the same terms and conditions as the original contract; provided, however, that the unit prices bid under the original contract may, by mutual agreement, be increased by no more than five percent (5%) of the original contract price. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

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

Forms

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

Indemnification

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

Independent Contractor

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

Interlocal Agreement

Successful bidder agrees to extend prices and terms to all entities who have entered or will enter into joint purchasing interlocal cooperation agreement(s) with the City of College Station.

Notification

The City of College Station uses multiple channels for the notification and dissemination of all invitations to bid. Approved methods of dissemination include: City of College Station website or the City of College Station Purchasing office. The receipt of solicitations through any other



Shops 3 & 6

DATE: September 25, 2008

TO: Bound Tree Medical, LLC
5200 Rings Rd. Ste. A
Dublin, OH 43017-3557

RE: **Renewal Bid #06-146**
Title: Annual Price Agreement for EMS Supplies

Attn: Cathy Taynor or Craig Gray:

The City of College Station appreciates the services provided by Bound Tree Medical, LLC this past year. We would like to exercise our option to renew the above referenced contract with your required 5% price increase under the same terms and conditions for the term of one year, September 30, 2008 through September 29, 2009 for the amount of \$21,847.01.

If this meets with your company's approval, please complete this renewal agreement (including notarization), and return it no later than October 2, 2008.

Should you have any questions, please call me at (979) 764-3558.

Sincerely,

Lisa D. Davis

Lisa D. Davis, C.P.M.
Buyer

Attachment

*Scheduled for 11/5 cc
meeting. Please call Lisa
Davis @ X3558 when
ready to pick up.
Bekie / Fire will submit the
agenda coversheet.
Thanks!
Lisa Davis*



DATE: September 25, 2008

TO: Bound Tree Medical, LLC
5200 Rings Rd. Ste. A
Dublin, OH 43017-3557

RE: **Renewal Bid #06-146**
Title: Annual Price Agreement for EMS Supplies

Attn: Cathy Taynor or Craig Gray:

The City of College Station appreciates the services provided by Bound Tree Medical, LLC this past year. We would like to exercise our option to renew the above referenced contract with your required 5% price increase under the same terms and conditions for the term of one year, September 30, 2008 through September 29, 2009 for the amount of \$21,847.01.

If this meets with your company's approval, please complete this renewal agreement (including notarization), and return it no later than October 2, 2008.

Should you have any questions, please call me at (979) 764-3558.

Sincerely,

Lisa D. Davis, C.P.M.
Buyer

Attachment

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew bid #06-146, for EMS supplies, in accordance with all terms and conditions previously agreed to and accepted including a proposed 5% across the board increase due to increased material and delivery costs for fuel.

I understand this renewal term will be for a one year period beginning September 30, 2008 through September 29, 2009 and with the 5% (five percent) increase, the new total amount of the contract is \$21,847.01 (Twenty-one thousand eight hundred forty-seven and 01/100 dollars).

BOUND TREE MEDICAL, LLC

Cathy A. Taylor
AUTHORIZED REPRESENTATIVE

Sept 29 2008
DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

City Secretary

DATE

APPROVED:

City Manager

DATE

Adam C. Jones
City Attorney

DATE

Chief Financial Officer

DATE

STATE OF OH

CORPORATE ACKNOWLEDGMENT

COUNTY OF Franklin

This instrument was acknowledged on the 29th day of September, 2008,
by Cathy Tayner in his/her capacity as Sr. Bid Contract Rep of
Bowens Tree Medical, LLC, a Partnership/LLC ~~Corporation~~, on behalf of said corporation.



MICHELLE BECHTEL
Notary Public, State of Ohio
My Commission Expires April 24, 2010

Michelle Bechtel (Bechtel)
Notary Public in and for the
State of OH

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2008,
by Ben White, in his capacity as Mayor of the City of College Station, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas



CITY OF COLLEGE STATION

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

**ANNUAL PRICE AGREEMENT
AND
SPECIFICATIONS
FOR EMS SUPPLIES
BID #06-146**

BID OPENING DATE: Thursday, September 21, 2006 @ 2:00 P.M. CST

Bids will be received at the City of College Station Purchasing Department, 1101 Texas Avenue, College Station, TX 77842, until Thursday, September 21, 2006, at 2:00 p.m. CST, and publicly opened and read aloud at City Hall, 1101 Texas Avenue, College Station, TX. Any questions concerning the bid should be directed to Alan Degelman, Purchasing Services Division, (979) 764-3558. **Clearly mark return bid envelope with Bid # and Bid Opening Date.**

INTRODUCTION

Bids are solicited for the City's EMS Supplies with the following definitions, term and conditions of bidding: Should this bid contain the City's standard contract terms, conditions and insurance requirements, they will be attached as Exhibit A.

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

DEFINITIONS, TERMS AND CONDITIONS

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

Definitions

In order to simplify the language throughout this bid, the following definitions shall apply:

Exceptions

The bidder will note any exceptions to the conditions of this bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

Extension of Contract

Upon completion of the term of the original contract and upon the mutual agreement of both parties, the original contract may be renewed for up to two (2) additional one (1) year terms [three (3) years total]. The renewal will be under the same terms and conditions as the original contract; provided, however, that the unit prices bid under the original contract may, by mutual agreement, be increased by no more than five percent (5%) of the original contract price. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

Financial Condition

Contractor must provide audited financial statements, if requested, to the City.

Fiscal Funding

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

Forms

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

Indemnification

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

Independent Contractor

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

Interlocal Agreement

Successful bidder agrees to extend prices and terms to all entities who have entered or will enter into joint purchasing interlocal cooperation agreement(s) with the City of College Station.

Notification

The City of College Station uses multiple channels for the notification and dissemination of all invitations to bid. Approved methods of dissemination include: City of College Station website or the City of College Station Purchasing office. The receipt of solicitations through any other

November 5, 2008
Consent Agenda Item 2d
Renewal of Annual Price Agreement for fire protective clothing

To: Glenn Brown, City Manager

From: R. B Alley III, Fire Chief

Agenda Caption: Presentation, possible action and discussion regarding the renewal of an annual price agreement with Nafeco, Inc. in an amount not to exceed \$56,448.00 for fire protective clothing.

Recommendation(s): Staff recommends approval of this renewal.

Summary: Nafeco Inc. was the successful bidder for the 2006 annual contract, Bid #06-126. Fire protective clothing includes bunker gear pants, coats, suspenders and a new NFPA requirement for 2007 drag devices in bunker coats. The 2008 renewal is the second of two optional annual renewals of the 2006 contract. (P.O. 061122) This renewal includes no increase over the last renewal amount; however it is 5% over the original contract. If this contract were re-bid the contract amount would need to be increased substantially to compensate for the increase in market prices.

Budget & Financial Summary: Funds are budgeted in 001-4251-562-2550 and 001-4253-562-2550 for this expenditure. Funds are budgeted to provide each new hire with protective clothing and to provide for annual replacement protective clothing as outlined by the NFPA.

Attachments:

1. Renewal Letter
2. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE RENEWAL OF THE ANNUAL PRICE AGREEMENT FOR THE PURCHASE OF PROTECTIVE CLOTHING FROM NAFECO, INC.

WHEREAS, the City Council of the City of College Station, Texas, is obligated to protect the health, safety and welfare of the population and our emergency response personnel; and

WHEREAS, Nafeco, Inc., is authorized to perform the functions or services contemplated by this Agreement; and

WHEREAS, the City of College Station City Council approved the FY 2006 annual contract, Bid #06-126, for the purchase of fire protective clothing; and

WHEREAS, the FY 2008 renewal is the second of two optional annual renewals of the FY 2006 contract; now, therefore,

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

PART 1: That the City Council hereby approves the renewal of the annual price agreement for the purchase of protective clothing from Nafeco, Inc. in an amount not to exceed \$56,448.00.

PART 2: That the City Council hereby agrees to protect the health, safety and welfare of the population and our emergency response personnel by entering into said Agreement.

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

ADOPTED this _____ day of _____, A.D. 2008.

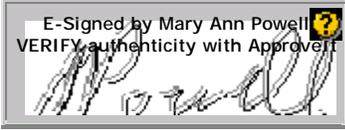
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Bid No. 06-126 for Fire Department Protective Cloting in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for the period beginning September 30, 2008 through September 29, 2009.

NAFECO

Brian Oake
AUTHORIZED REPRESENTATIVE

9-15-08
DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

City Secretary

DATE

APPROVED:

City Manager

DATE

Manuel
City Attorney

10-9-08
DATE

Chief Financial Officer

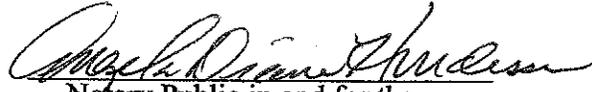
DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF Comel

This instrument was acknowledged on the 15 day of September, 2008,
by Brian Baker in his/her capacity as Sec/Treasurer of
NAFECO, a ^{AL}TEXAS Corporation, on behalf of said corporation.


Notary Public in and for the
State of ~~Texas~~ Alabama

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2008,
by _____, in his capacity as Mayor of the City of College Station, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas



City of College Station Purchase Order

1101 Texas Avenue P O Box 9960
College Station, Texas 77842-0960
(979) 764-3555 Fax: (979) 764-3899
www.cstx.gov

Purchase Order No.
071203
Above number must appear on all correspondence
Date
09/28/07

15672

VENDOR	NAFECO 1515 W. MOULTON ST. DECATUR, AL 35601 TEL# (713) 398-7295 FAX# (830) 625-2415
---------------	--

SHIP TO	CITY OF COLLEGE STATION FIRE DEPARTMENT 300 KRENEK TAP ROAD COLLEGE STATION, TX 77845
----------------	--

DELIVER BY	F.O.B.	TERMS	ACCOUNT NO.	PROJECT NO.	REQ. NO.	BID NO
09/29/08	DEST.	NET/30				

LINE	QUANTITY	UOM	DESCRIPTION	UNIT COST	EXTENSION
------	----------	-----	-------------	-----------	-----------

ANNUAL BLANKET FOR FIRE DEPT. PROTECTIVE CLOTHING

EFFECTIVE DATE: 09/30/07
EXPIRATION DATE: 09/29/08
NOT TO EXCEED: 56448.00

REMARKS:

Pricing, Terms, Conditions and Specifications of Bid #06-126 Shall Apply to this Purchase Order.

This is renewal #1.

Council Approval on 10/25/07 - Item #2B

Protective Coats (Standard Sizes) \$819.00 ea
Protective Trousers (Standard Sizes) \$592.00 ea
DRD Harnesses \$63.00 ea
Oversize gear, lettering and sewing for lettering all included.

Delivery is 45-65- days.

*Sent out renewal 9/10/08
cs*

NOTICE TO VENDOR: To insure prompt payment mail invoice in duplicate and copy of paid freight bill to be included if invoicing for prepaid freight. Mail invoice to Attn: Accounting Department, P. O. Box 9973, College Station, Texas 77842-0973. The City of College Station is exempt from Federal, State, and Local taxes. Federal No. is 1-74-6000534-5.

GRAND TOTAL

Alan J. Degehn

PURCHASING AGENT

ROUTING SHEET

CONTRACTS & OTHER AGREEMENTS

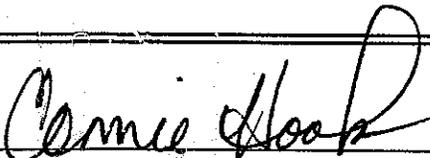
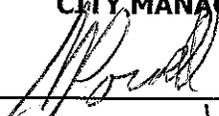
(These Documents Require Council Approval)

Legal Dept. Use Only:
 Log-in Date: 11/5/07
 Original(s) or Copy to Department
 or Fiscal Services on 11/13/07

Contract No.: 08-064 **Project No.:** _____
Project Name: Annual purchase of protective clothing
Name of Contractor: Nafeco Inc.
Contract Description: Fire protective clothing including bunker gear pants, coats, suspenders and drag harness.

CRC Approval Date (if required): _____ Bekie Charanza/3707
Council Approval Date (if required): 10-25-07 **Department Representative/Extension**
Agenda Item No.: Consent 2B ✓ JS
Finance Review Required: Insurance Certificates: N/A Performance Bond: N/A Payment Bond: N/A ASD
(person reviewing, please initial if approved)

Comments:

 _____ CITY SECRETARY	<u>11-13-07</u> _____ DATE
 _____ MAYOR	<u>11. 12. 07</u> _____ DATE
 _____ CITY MANAGER	<u>11-12-07</u> _____ DATE
 _____ LEGAL DEPARTMENT	<u>11-12-07</u> _____ DATE
 _____ CHIEF FINANCIAL OFFICER	<u>11-2-07</u> _____ DATE
 _____ DEPARTMENT DIRECTOR/ ADMINISTERING CONTRACT DIRECTOR	<u>11/1/07</u> _____ DATE

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE RENEWAL OF THE ANNUAL PRICE AGREEMENT FOR THE PURCHASE OF PROTECTIVE CLOTHING FROM NAFECO, INC.

WHEREAS, the City Council of the City of College Station, Texas, is obligated to protect the health, safety and welfare of the population and our emergency response personnel; and

WHEREAS, Nafeco, Inc., is authorized to perform the functions or services contemplated by this Agreement; and

WHEREAS, the City of College Station City Council approved the FY 2006 annual contract, Bid #06-126, for the purchase of fire protective clothing; and

WHEREAS, the FY 2007 renewal is the first of two optional annual renewals of the FY 2006 contract; now, therefore,

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

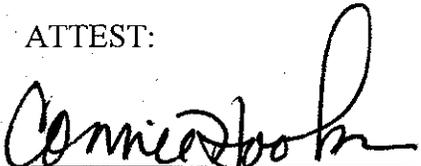
PART 1: That the City Council hereby approves the renewal of the annual price agreement for the purchase of protective clothing from Nafeco, Inc., in an amount not to exceed \$56,448.00.

PART 2: That the City Council hereby agrees to protect the health, safety and welfare of the population and our emergency response personnel by entering into said Agreement.

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

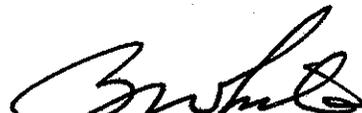
ADOPTED this _____ day of _____, A.D. 2007.

ATTEST:



City Secretary

APPROVED:



Mayor

APPROVED:

October 25, 2007
Consent Agenda Item 2b
Annual price agreement for the purchase of protective clothing.

To: Glenn Brown, City Manager

From: R. B Alley III, Fire Chief

Agenda Caption: Presentation, possible action, and discussion regarding renewal of a n annual price agreement with Nafeco Inc., in an amount not to exceed \$56,448.00 for fire protective clothing.

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

Summary: Nafeco Inc. was the successful bidder for the FY2006 annual contract, Bid #06-126. Fire protective clothing includes bunker gear pants, coats, suspenders and a new NFPA requirement for 2007 drag devices in bunker coats. The FY2007 renewal is the first of two optional annual renewals of the FY2006 contract. (P.O. 061122) This renewal includes an increase of 5% over the previous contract amount. If this contract were re-bid the contract amount would need to be increased substantially more to compensate for the increase in market prices.

Budget & Financial Summary: Funds are budgeted in 001-4251-562-2550 and 001-4253-562-2550 for this expenditure. Funds are budgeted to provide each new hire with protective clothing and to provide for annual replacement protective clothing as outlined by the NFPA.

Attachments:

1. Renewal Letter
2. Bid tabulation #06-126
3. Resolution

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew bid #06-126, for Fire department protective clothing in accordance with all terms and conditions previously agreed to and accepted including a proposed 5 % increase due to increased material and delivery costs.

I understand this renewal term will be for a one year period beginning August 28, 2007 through August 27, 2008 and with the 5 % increase, the new total amount of the contract is \$56,448.00 (Fifty Six Thousand Four Hundred Forty Eight and No/Dollars).

NAFECO

Brian Oake
AUTHORIZED REPRESENTATIVE

8/28/07
DATE

CITY OF COLLEGE STATION

[Signature]
Mayor

11.12.07
DATE

ATTEST:

Connie Hooks
Connie Hooks, City Secretary

11-13-07
DATE

APPROVED:

Katherine Meme
City Manager

11-12-07
DATE

[Signature]
City Attorney

9-12-07
DATE

[Signature]
Chief Financial Officer

11-2-07
DATE

STATE OF AL
COUNTY OF Morgan

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged on the 28 day of August, 2007,
by Brian Oaks in ~~his~~ capacity as Sec Treasurer of
North America Fire Equip. Co.a Corporation, on behalf of said corporation.

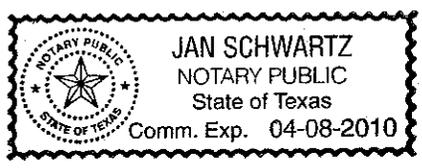
Angel Diane Hudson
Notary Public in and for the
State of AL

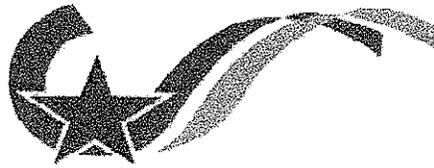
STATE OF TEXAS
COUNTY OF BRAZOS

ACKNOWLEDGMENT

This instrument was acknowledged on the 12th day of November, 2007,
by Ben White, in his capacity as Mayor of the City of College Station, a Texas
home-rule municipality, on behalf of said municipality.

Jan Schwartz
Notary Public in and for the
State of Texas





CITY OF COLLEGE STATION

P.O. Box 9960
College Station, TX 77842

August 28, 2007

ATTN: Brian Oaks
NAFECO
1515 West Moulton St.
Decatur, AL 35601

**RE: Renewal—Bid #06-126
Annual Blanket for Fire Dept. Protective Clothing**

Dear Mr. Oaks:

The City of College Station appreciates the services provided by NAFECO this past year. We would like to exercise our option to renew the above referenced agreement with your required 5 % price increase under the same terms and conditions for the term of one year, August 28, 2007 through August 27, 2008 for the amount of \$56,448.00.

If this meets with your company's approval, please complete this renewal agreement (including notarization), and return it no later than Tuesday, September 4, 2007. We will then issue your company a new purchase order.

Should you have any questions, please call me at (979) 764-3558.

Sincerely,

Alan Degelman C.P.M.
Buyer

Attachment

**BUNKER GEAR AND ACCESSORIES
 BID TABULATION #06-126
 FIRE**

Item	Est.	No.	Qty.	Unit	Description	NAFECO			Ferrara			Dooley Tackberry		
						Unit	Price	Total	Unit	Price	Total	Unit	Price	Total
1	40	ea.			Protective coats (standard size)	\$ 780.00	\$ 31,200.00		\$ 773.00	\$ 30,920.00		\$ 1,022.00	\$ 40,880.00	
2	40	ea.			Protective trousers (standard size)	\$ 564.00	\$ 22,560.00		\$ 559.00	\$ 22,360.00		\$ 620.00	\$ 24,800.00	
3	1	ea.			Upcharge for oversize gear	Included			See Below*	\$ 554.90		Included		
4	400	ea.			Lettering	Included			Included			Included		
5	40	ea.			Sewing charge per coat for lettering	Included			Included			Included		
Total							\$ 53,760.00			\$ 53,834.90			\$ 65,680.00	

NAFECO		Ferrara		Dooley	
45-65 Days	90 Days	30-45 Days	Ryan Manual	Jason Karr	Gemin Matrix
Kirby Wilson Jr. 713-398-7295	Lion Body Guard Liberty	Fire Dex Assault Gear	Yes		Yes
No					

Delivery
 Contact Person
 Telephone Number
 Brand/Style No.
 Exceptions

Staff Award Recommendation

Ferrara - Upcharges for Oversizes
 Coats - 3XL 56-58" Chest add 30% to price of coat
 Coats - 4XL 60-62" Chest add 50% to price of coat
 Sleeve Lengths other than standard add \$12.00
 Pants - 4XL 54-56" Waist add 30% to price of pants
 Pants - 5XL 58-60" Waist add 50% to price of pants
 Charges for inseams 33" and up, add 10% to price of pants.

Ferrara - Upcharges Costs for Oversizes		
Employee	Uniform	Cost
Varner	sleeve length shorten	\$12.00
Copeland	sleeve length shorten	\$12.00
Simmons	lengthen pants	\$55.00
Thraen	lengthen pants	\$55.00
Thraen	sleeve length longer	\$12.00
Warren	lengthen pants	\$55.00
Warren	sleeve length longer	\$12.00
Warren	3XL coat add 30%	\$231.90
Phillips	lengthen pants	\$55.00
Spain	lengthen pants	\$55.00
		\$554.90

November 5, 2008
Consent Agenda Item 2e
Rental of Heavy Machinery Renewal Agreement

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, discussion and possible action on the renewal agreement with Mustang Rental Services of Texas, Ltd. for the rental of heavy machinery, Bid No. 07-112, for an annual expenditure of \$95,000.00.

Recommendation(s): Staff recommends approval of the renewal agreement with Mustang Rental Services of Texas, Ltd. for an annual expenditure of \$95,000.00.

Summary: The City of College Station and the City of Bryan combined their annual requirements for heavy machinery rental and jointly solicited formal bids in 2007. This is the first year of a renewal option with Mustang Rental Services of Texas, Ltd. The City of Bryan will also be renewing at the same prices. The primary pieces of equipment that are rented include excavators, bulldozers, and backhoes in varying sizes depending on the project scope. Occasionally, Water Services will rent water trucks. BSWMA, Public Works and Water Services are the primary users of this contract. Award of this contract will meet the needs of all city departments requiring the rental of heavy and/or specialized equipment.

Budget & Financial Summary: The original contract was awarded by Council October 25, 2007. This is the first renewal term, November 1, 2008 – October 31, 2009. Funds are budgeted and available in General Fund, Public Works and Parks Operations; BSWMA Fund, Landfill Operations; Public Utilities Fund, Electric/Water/WasteWater Operations.

Attachments: Renewal Agreement



CITY OF COLLEGE STATION

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Bid #07-112 for rental of heavy machinery in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for the period beginning November 1, 2008 through October 31, 2009

MUSTANG RENTAL SERVICES OF TEXAS, Ltd.

Betty Waller

AUTHORIZED REPRESENTATIVE

10/20/08

DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

City Secretary

DATE

APPROVED:

City Manager

DATE

Adrian C. Salvo

City Attorney

DATE

Chief Financial Officer

DATE



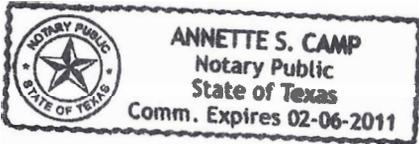
STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF Harris

This instrument was acknowledged on the 20th day of October, 2008,
by Betty Wallace in his/her capacity as Representative of
Mustang Rental Services, a TEXAS Corporation, on behalf of said corporation.
of TEXAS, LTD

Annette S. Camp
Notary Public in and for the
State of Texas



STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2008,
by Ron Silvia, in his capacity as Mayor of the City of College Station, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas

November 5, 2008
Consent Agenda Item 2f
Twin Oaks Landfill –Resolution Declaring Intention to Reimburse
Certain Expenditures with Proceeds From Debt

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action and discussion of a resolution declaring intention to reimburse certain Twin Oaks Landfill expenditures with proceeds from debt.

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

Summary: On October 23rd Council approved a contract for the construction of the Twin Oaks landfill in Grimes County providing disposal capacity for BVSWMA for an estimated forty years. A portion of the cost of this project will be financed through the issuance of debt. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because a portion of the long term debt has not been issued for the project. This debt is scheduled to be issued later this fiscal year.

Budget & Financial Summary: The budget for this phase of construction of the new landfill is \$13,957,222. These funds are budgeted as part of projects BV0601, BV0602 and BV0701. Funds in the amount of \$4,885,312 will be used for disposal cell construction and will be paid out of the BVSWMA fund balance. The buildings and infrastructure and landfill access in the amount of \$8,411,000 will be paid for using certificates of obligation that will be issued later in the fiscal year. Funds in the amount of \$660,910 will be available for contingency and or unanticipated change orders. Bryan and College Station will each issue one half of the debt which is issued. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because a portion of the long term debt has not been issued for the project. This debt is scheduled to be issued later this fiscal year.

Attachments:

1. Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt

RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH
PROCEEDS FROM DEBT

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

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

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

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$14,000,000, for the purpose of paying the aggregate costs of the Project.

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

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

PASSED AND APPROVED THIS 5th DAY OF NOVEMBER, 2008.

Ben White, Mayor

ATTEST:

Connie Hooks, City Secretary

(Seal)

APPROVED:



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

Exhibit "A"

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

Twin Oaks Landfill Construction

**November 5, 2008
Consent Agenda Item 2g
Eagle Avenue Extension Project**

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capital Improvement Department

Agenda Caption: Presentation, possible action and discussion regarding adoption of a resolution awarding contract #08-286 for the Eagle Avenue Extension Project to Brazos Paving in the amount of \$790,554.15.

Recommendation(s): Staff recommends Council adopt this resolution.

Summary: The extension of Eagle Avenue from Victoria Avenue to Alexandria Drive. The design has being paid for by a private developer who also dedicated the required Right of Way as part of a development agreement with the City. Construction of the project is the responsibility of the City of College Station. With the opening of the new Creekview Elementary School in August 2009, the extension project will make Eagle Avenue continuous between State Highway 40 and the Highway 6 Frontage Road West.

Budget & Financial Summary: Funds in the amount of \$825,000 are budgeted for this project in the Streets Capital Improvement Projects Fund. Funds in the amount of \$3,520.45 have been expended or committed to date, leaving a balance of \$821,479.55 for construction and landscaping. In addition, funds in the amount of \$92,000 are budgeted for this project in the Water Capital Improvement Projects Fund for the extension of the water line. No funds for the Water portion of the project have been expended or committed to date.

Attachments:

- 1.) Resolution
- 2.) Bid #08-97 Bid Tab
- 3.) Project Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE EAGLE AVENUE EXTENSION PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Eagle Avenue Extension Project; and

WHEREAS, the selection of Brazos Paving is being recommended as the lowest responsible bidder for the construction services related to the Eagle Avenue Extension Project; now, therefore,

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

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

PART 2: That the City Council hereby approves the contract with Brazos Paving for \$790,554.15 for the labor, materials and equipment required for the improvements related the Eagle Avenue Extension Project.

PART 3: That the funding for this Contract shall be as budgeted from the Streets Capital Fund, Public Works Division, in the amount of \$697,333.90 and from the Water Capital Improvements Fund, Utilities Division, in the amount of \$93,220.25

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

ADOPTED this _____ day of _____, A.D. 2008.

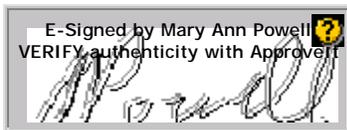
ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



City Attorney

**EAGLE AVENUE EXTENSION
 BID TABULATION 08-97**

Item No.	Est. Quan.	Unit Meas.	Description	Brazos Paving		Knife River		Brazos Valley Services		Dudley Construction	
				Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
			Paving & Sitework - Base Bid (concrete paving)								
1	1	LS	Mobilization	\$39,300.00	\$39,300.00	\$49,500.00	\$49,500.00	\$40,000.00	\$40,000.00	\$18,722.96	\$18,722.96
2	1	LS	Excavation/Grading (est. cut = 2600 cy)	\$16,300.00	\$16,300.00	\$16,250.00	\$16,250.00	\$10,400.00	\$10,400.00	\$29,041.97	\$29,041.97
3	8,020	SY	6.5" Concrete Paving	\$31.50	\$252,630.00	\$36.50	\$292,730.00	\$36.00	\$288,720.00	\$42.40	\$340,048.00
4	8,827	SY	8" Lime Stabilization	\$4.55	\$40,162.85	\$4.35	\$38,397.45	\$4.97	\$43,870.19	\$7.96	\$70,262.92
5	404	SF	ADA Ramp (4" colored concrete, with trunkated domes)	\$8.75	\$3,535.00	\$13.50	\$5,454.00	\$7.00	\$2,828.00	\$12.93	\$5,223.72
6	21,335	SF	Sidewalk - 4" depth	\$3.00	\$64,005.00	\$4.45	\$94,940.75	\$3.50	\$74,672.50	\$3.56	\$75,952.60
7	1,460	SF	Remove existing asphalt paving & base material	\$0.60	\$876.00	\$1.00	\$1,460.00	\$1.25	\$1,825.00	\$0.98	\$1,430.80
8	16	SF	Remove existing sidewalk	\$7.00	\$112.00	\$1.00	\$16.00	\$5.00	\$80.00	\$9.41	\$150.56
9	92	LF	Remove existing curb & gutter	\$5.75	\$529.00	\$3.00	\$276.00	\$10.00	\$920.00	\$9.71	\$893.32
			<i>Sub Total Paving & Sitework (Base Bid)</i>		\$417,449.85		\$499,024.20		\$463,315.69		\$541,726.85
			Paving & Sitework - Alternate (asphalt pavement)								
1	1	LS	Mobilization	\$39,300.00	\$39,300.00	\$49,500.00	\$49,500.00	\$40,000.00	\$40,000.00	\$21,734.93	\$21,734.93
2	1	LS	Excavation/Grading (est. cut = 2600 cy)	\$15,500.00	\$15,500.00	\$16,250.00	\$16,250.00	\$10,400.00	\$10,400.00	\$29,041.97	\$29,041.97
3A	6,998	SY	Base Material - 8" depth	\$12.15	\$85,025.70	\$13.20	\$92,373.60	\$11.84	\$82,856.32	\$15.16	\$106,089.68
3B	6,998	SY	Asphalt Paving - 2" depth	\$11.50	\$80,477.00	\$10.70	\$74,878.60	\$12.47	\$87,265.06	\$14.11	\$98,741.78
3C	3,463	LF	Concrete Curb and Gutter (all types)	\$12.00	\$41,556.00	\$12.00	\$41,556.00	\$11.50	\$39,824.50	\$12.28	\$42,525.64
3D	266	SY	Concrete Apron - 6.5" Depth	\$36.00	\$9,576.00	\$46.00	\$12,236.00	\$45.00	\$11,970.00	\$44.97	\$11,962.02
4	8,827	SY	8" Lime Stabilization	\$4.50	\$39,721.50	\$4.35	\$38,397.45	\$4.97	\$43,870.19	\$7.80	\$68,850.60
5	404	SF	ADA Ramp (4" colored concrete, with trunkated domes)	\$8.750	\$3,535.00	\$13.50	\$5,454.00	\$7.00	\$2,828.00	\$12.93	\$5,223.72
6	21,335	SF	Sidewalk - 4" depth	\$3.10	\$66,138.50	\$4.45	\$94,940.75	\$3.50	\$74,672.50	\$3.55	\$75,739.25
7	1,460	SF	Remove existing asphalt paving & base material	\$0.60	\$876.00	\$1.00	\$1,460.00	\$1.25	\$1,825.00	\$0.98	\$1,430.80
8	16	SF	Remove existing sidewalk	\$7.00	\$112.00	\$1.00	\$16.00	\$5.00	\$80.00	\$9.41	\$150.56
9	92	LF	Remove existing curb & gutter	\$5.75	\$529.00	\$3.00	\$276.00	\$10.00	\$920.00	\$9.71	\$893.32
			<i>Sub Total Paving & Sitework (Alternate Bid)</i>		\$382,346.70		\$427,338.40		\$396,511.57		\$462,384.27
			Storm Drainage & Erosion Systems								

**EAGLE AVENUE EXTENSION
 BID TABULATION 08-97**

Item No.	Est. Quan.	Unit Meas.	Description	Brazos Paving		Knife River		Brazos Valley Services		Dudley Construction	
				Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
			Paving & Sitework - Base Bid (concrete paving)								
10	1	LS	Excavation/Grading (Drainage Channel No. 1 est. cut = 260 cy	\$8,240.00	\$8,240.00	\$1,500.00	\$1,500.00	\$1,040.00	\$1,040.00	\$3,209.90	\$3,209.90
11	1	LS	Excavation/Grading (Drainage Channel No. 2 - 1150 cy cut)	\$10,765.00	\$10,765.00	\$3,600.00	\$3,600.00	\$4,600.00	\$4,600.00	\$14,197.64	\$14,197.64
12	124	LF	18" RCP, structural backfill	\$51.50	\$6,386.00	\$50.00	\$6,200.00	\$58.00	\$7,192.00	\$64.85	\$8,041.40
13	123	LF	30" RCP, structural backfill	\$74.00	\$9,102.00	\$71.00	\$8,733.00	\$84.00	\$10,332.00	\$88.35	\$10,867.05
14	199	LF	18" HDPE, structural backfill	\$43.00	\$8,557.00	\$43.50	\$8,656.50	\$44.00	\$8,756.00	\$44.44	\$8,843.56
15	229	LF	30" HDPE, structural backfill	\$65.000	\$14,885.00	\$65.50	\$14,999.50	\$66.00	\$15,114.00	\$41.26	\$9,448.54
16	40	LF	36" HDPE, non-structural backfill	\$72.25	\$2,890.00	\$80.00	\$3,200.00	\$75.00	\$3,000.00	\$48.02	\$1,920.80
17	370	LF	5' x 3' Reinforced Concrete Box, structural backfill	\$206.70	\$76,479.00	\$200.00	\$74,000.00	\$255.00	\$94,350.00	\$284.60	\$105,302.00
18	154	LF	6' x 3' Reinforced Concrete Box, structural backfill	\$245.50	\$37,807.00	\$255.00	\$39,270.00	\$307.00	\$47,278.00	\$374.47	\$57,668.38
19	86	LF	6' x 3' Reinforced Concrete Box, non-structural backfill	\$243.50	\$20,941.00	\$250.00	\$21,500.00	\$307.00	\$26,402.00	\$327.90	\$28,199.40
20	46	LF	7' x 3' Reinforced Concrete Box, structural backfill	\$279.90	\$12,875.40	\$325.00	\$14,950.00	\$377.00	\$17,342.00	\$432.73	\$19,905.58
21	31	LF	7' x 3' Reinforced Concrete Box, non-structural backfill	\$285.10	\$8,838.10	\$320.00	\$9,920.00	\$377.00	\$11,687.00	\$428.79	\$13,292.49
22	6	EA	22' Recessed Inlet	\$3,676.00	\$22,056.00	\$3,400.00	\$20,400.00	\$3,500.00	\$21,000.00	\$3,560.91	\$21,365.46
23	4	EA	Std. Junction Box	\$3,840.00	\$15,360.00	\$3,000.00	\$12,000.00	\$4,000.00	\$16,000.00	\$2,188.37	\$8,753.48
24	2	EA	Headwall for 6' x 3' RCBC	\$3,000.00	\$6,000.00	\$4,300.00	\$8,600.00	\$3,000.00	\$6,000.00	\$6,344.53	\$12,689.06
25	2	EA	Temp. Plug for 5' x 3' Reinforced Concrete Box	\$400.00	\$800.00	\$4,000.00	\$8,000.00	\$150.00	\$300.00	\$293.95	\$587.90
26	2	EA	Temp. Plug for 36" HDPE	\$350.00	\$700.00	\$320.00	\$640.00	\$100.00	\$200.00	\$219.48	\$438.96
27	1,933	LF	Silt Fence	\$2.25	\$4,349.25	\$1.75	\$3,382.75	\$3.00	\$5,799.00	\$1.88	\$3,634.04
28	4	EA	Hay Bale Check Dam	\$80.00	\$320.00	\$82.00	\$328.00	\$250.00	\$1,000.00	\$88.18	\$352.72
29	1,260	SF	Rock Rip Rap	\$3.80	\$4,788.00	\$6.00	\$7,560.00	\$5.00	\$6,300.00	\$6.77	\$8,530.20
30	3,861	SY	Hydromulch Seeding	\$0.40	\$1,544.40	\$0.40	\$1,544.40	\$0.60	\$2,316.60	\$0.37	\$1,428.57
31	638	SY	Erosion Control Blanket (Curlex II Double Net)	\$1.75	\$1,116.50	\$1.80	\$1,148.40	\$5.00	\$3,190.00	\$1.94	\$1,237.72
32	1	EA	Construction Exit	\$2,000.00	\$2,000.00	\$1,150.00	\$1,150.00	\$1,800.00	\$1,800.00	\$2,939.47	\$2,939.47
33	1,402	LF	TV Inspection	\$2.20	\$3,084.40	\$2.75	\$3,855.50	\$3.00	\$4,206.00	\$4.82	\$6,757.64
			<i>Sub Total Storm Drainage & Erosion Control Systems</i>		\$279,884.05		\$275,138.05		\$315,204.60		\$349,611.96
			Water System								
34	565	LF	8" Water PVC CL200 C909) - structural backfill	\$27.40	\$15,481.00	\$20.35	\$11,497.75	\$23.25	\$13,136.25	\$27.60	\$15,594.00
35	25	LF	8" Water PVC CL200 (C909) - non-structural backfill	\$26.60	\$665.00	\$21.75	\$543.75	\$16.75	\$418.75	\$386.55	\$9,663.75
36	818	LF	12" Water PVC CL200 (c909) - structural backfill	\$40.00	\$32,720.00	\$31.00	\$25,358.00	\$35.00	\$28,630.00	\$26.53	\$21,701.54
37	555	LF	12" Water PVC CL200 (c909) - non-structutal backfill	\$37.15	\$20,618.25	\$30.50	\$16,927.50	\$28.50	\$15,817.50	\$16.77	\$9,307.35
38	2	EA	hydrant	\$2,800.00	\$5,600.00	\$3,300.00	\$6,600.00	\$3,500.00	\$7,000.00	\$3,079.74	\$6,159.48
43	1	EA	8"x*" MJ Tee	\$475.00	\$475.00	\$1,100.00	\$1,100.00	\$450.00	\$450.00	\$398.18	\$398.18
44	1	EA	12"x22.5 degree MJ Bend	\$480.00	\$480.00	\$530.00	\$530.00	\$525.00	\$525.00	\$503.74	\$503.74
45	3	EA	12"x11.25 degree MJ Bend	\$480.00	\$1,440.00	\$530.00	\$1,590.00	\$525.00	\$1,575.00	\$503.74	\$1,511.22
46	1	EA	12"x8" MJ Reducer	\$475.00	\$475.00	\$470.00	\$470.00	\$425.00	\$425.00	\$503.74	\$503.74

**EAGLE AVENUE EXTENSION
 BID TABULATION 08-97**

Item No.	Est. Quan.	Unit Meas.	Description	Brazos Paving		Knife River		Brazos Valley Services		Dudley Construction	
				Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
			Paving & Sitework - Base Bid (concrete paving)								
47	2	EA	2" Blow Off Assembly	\$835.00	\$1,670.00	\$640.00	\$1,280.00	\$950.00	\$1,900.00	\$1,484.98	\$2,969.96
48	1	EA	4" Blow Off Assembly	\$2,016.00	\$2,016.00	\$1,550.00	\$1,550.00	\$1,180.00	\$1,180.00	\$2,003.17	\$2,003.17
49	2	EA	Connect to existing water line	\$1,070.00	\$2,140.00	\$1,650.00	\$3,300.00	\$1,000.00	\$2,000.00	\$2,447.46	\$4,894.92
50	5	EA	Adjust sewer manhole tops	\$320.00	\$1,600.00	\$500.00	\$2,500.00	\$750.00	\$3,750.00	\$463.05	\$2,315.25
			<i>Sub Total - Water System</i>		\$93,220.25		\$84,027.00		\$87,832.50		\$89,348.05

BASE BID

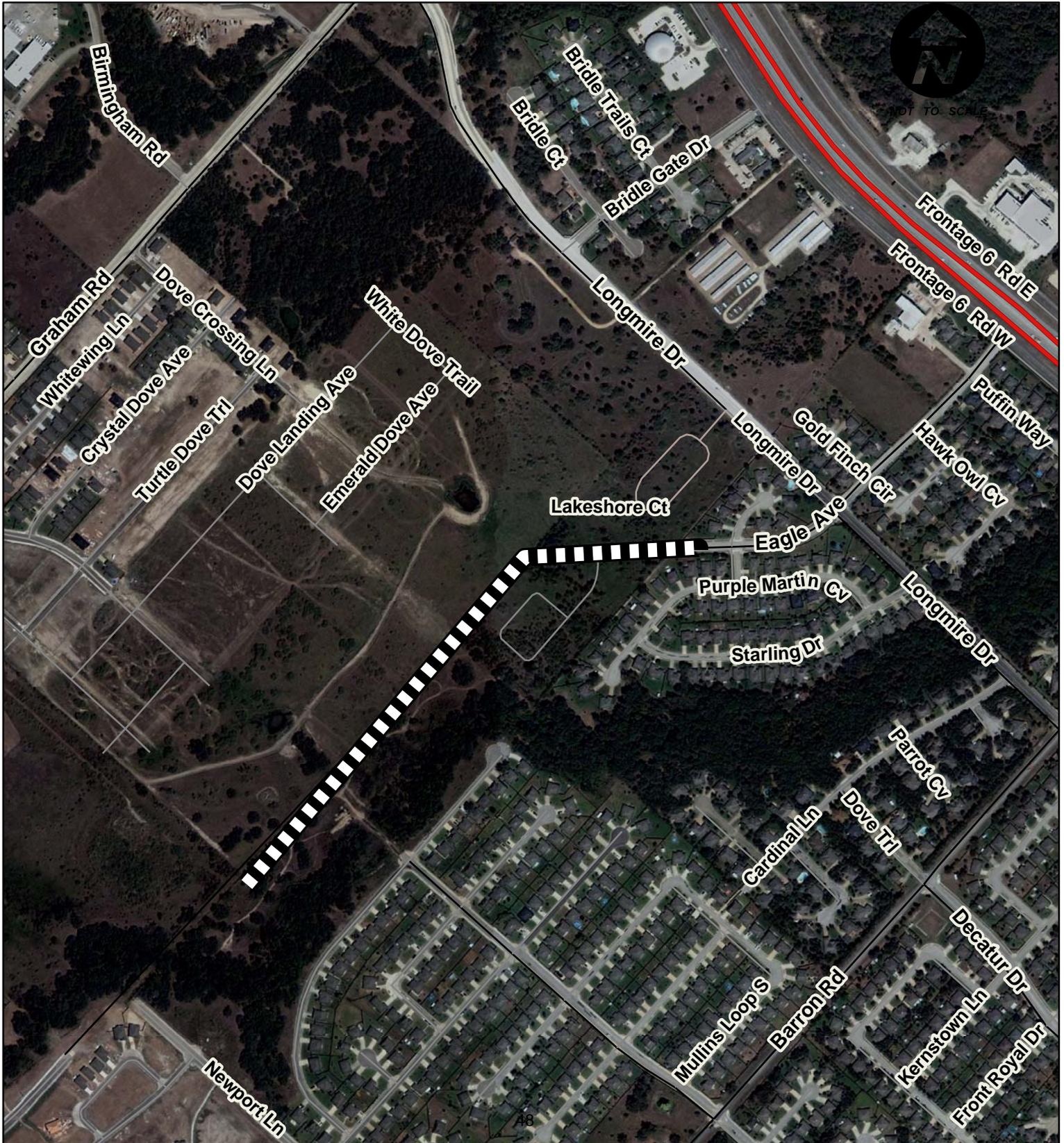
Subtotal - Paving & Sitework (Base Bid)	\$417,449.85	\$499,024.20	\$463,315.69	\$541,726.85
Subtotal-Storm Drainage & Erosion Control Systems	\$279,884.05	\$275,138.05	\$315,204.60	\$349,611.96
Subtotal - Water System	\$93,220.25	\$84,027.00	\$87,832.50	\$89,348.05
TOTAL CONSTRUCTION COST (BASE BID)	\$790,554.15	\$858,189.25	\$866,352.79	\$980,686.86

ALTERNATE BID

Subtotal - Paving & Sitework (Alternate Bid)	\$382,346.70	\$427,338.40	\$396,511.57	\$462,384.27
Subtotal-Storm Drainage & Erosion Control System	\$279,884.05	\$275,138.05	\$315,204.60	\$349,611.96
Subtotal - Water System	\$93,220.25	\$84,027.00	\$87,832.50	\$89,348.05
TOTAL CONSTRUCTION COST (ALTERNATE BID)	\$755,451.00	\$786,503.45	\$799,548.67	\$901,344.28

Bid Certification	Yes	Yes	Yes	Yes
Delivery Date	150	150	150	150
Bid Bond	Yes	Yes	Yes	Yes
Addendums Acknowledged	Yes	Yes	Yes	Yes

Eagle Avenue Extension Project Location Map



November 5, 2008
Consent Agenda Item 2h
BVSWMA Articulating Landfill Compactor Purchase

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on the purchase of an Articulated Landfill Compactor from Mustang Tractor & Equipment to be used by the Brazos Valley Solid Waste Management Agency in the amount of \$1,050,000.00.

Recommendation(s): Staff recommends award to Mustang Tractor & Equipment for the original purchase price of \$1,050,000.00.

Summary: This purchase is for a diesel powered, articulating frame compactor to be used by the Brazos Valley Solid Waste Management Agency for proper waste compaction.

This unit will be an addition to our existing fleet. We are currently utilizing two compactors on a daily basis to achieve compaction. There is no back up machine in the BVSWMA Fleet that can be operated/rotated during equipment downtime for repairs and preventative maintenance services and they are not available for rental. BVSWMA's Site Operating Plan requires a minimum of two (2) compactors operating based on the current waste acceptance rate of 1000 tons/day. Waste disposal rates at the facility in FY08 increased by 20% and the facility is currently averaging well over 1000+ tons/day. To maintain regulatory compliance and effectively manage remaining site life an additional compactor is required.

The new compactor purchase will require 6+ months for assembly and delivery. Unit 7370 is scheduled for replacement; however, BVSWMA intends to rebuild 7370 for half the purchase cost of a new machine. The addition of a third machine will be critical for maintaining optimum compaction rates and for the BVSWMA Facilities including the transition to the Twin Oaks Facility in Grimes Co.

<u>Vendor</u>	<u>Base Bid</u>
Mustang Tractor	\$1,050,000.00.

Budget & Financial Summary: This purchase is budgeted in the FY2009 BVSWMA Operating Fund as a service level adjustment. The service level adjustment was approved by the BVSWMA Policy Advisory Board and both the College Station and Bryan City Councils during the FY2009 budget approval process. The quote on this unit was acquired by Mustang Tractor utilizing BuyBoard pricing. As BVSWMA is funded through an inter-local agreement, both the Cities of Bryan and College Station are sharing the cost of this purchase. As this purchase is in excess of \$50,000, it will require the approval of the Bryan City Council.

Attachments:

1. Quote



8212 West SH 21
 Bryan, Texas 77807-4933
 Main 979-775-0639 • Fax 979-775-2838

Samantha Best/Howard Stough
 Brazos Valley Solid Waste Management Agency

JW08-1052

October 1, 2008

CAT 836H Landfill Compactor	Cat List Price	\$864,650
CAT C18 Engine @ 554 HP		
Product Link Ready		
Standard Cab Lights		
Full Cab Glass		
Swinging Right and Left Stairway		
Standard Suppression Arrangement		
Precleaner		
Bulldozer Arrangement (No Blade)		
Stic Steer		
Striker Bars with Cleaner Fingers		
Rear Vision Camera (CAT) with Monitor		
Warning Strobe Light		
Remote Mounted Disconnect Switch		
Front Cab Guard		
AM/FM/CD Radio		
Shop/Parts/Operator Manuals (2 Sets)		
CAES Ready		
Caron Wheels and Blade		\$229,722
All State Fire and Safety (Fire Suppression)		\$15,740
CAES System		\$62,960
Warranty Cost		\$34,837
Freight and Install Charges		\$25,635
	Buy-Board Discount (7%)	\$(86,348)
	Additional Mustang Discount	\$(97,196)
Total Budgetary Number		\$1,050,000

Warranty: -Complete Machine-12 Months or 5000 Hour Premier
 -Extended Governmental Powertrain-60Months or 7500 Hours
 (Whichever Comes First)
 -Mustang to cover first 6 months of travel time and mileage for warranty
 repairs, after that, a per trip charge of \$200 will be assessed.

For Additional Hydraulic Extended Warranty Add \$17,000

Guaranteed Buyback:

3 Year or 3000 Hours \$263,000

(Machine will have to be in working condition with no leaks and everything working. All ground engaging tools will need to be 50% or better.)

(QUOTE GOOD FOR 30 DAYS-MACHINE AVAILABILITY IS CURRENTLY 32 WEEKS)

November 5, 2008
Consent Agenda Item 2i
BVSWMA CSC Testing and Inspecting Contract

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on a resolution approving testing and inspecting contract #09-028 with CSC Engineering & Environmental Consultants, Inc. in the amount of \$58,000.00 for the Rock Prairie Road Landfill.

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

Summary: This resolution approving a testing and inspecting contract with CSC Engineering & Environmental Consultants, Inc. will allow the Rock Prairie Road Landfill to maintain regulatory compliance with TCEQ disposal regulations. Groundwater monitoring are tasks to be completed with the contract. Semi-Annual Groundwater Monitoring and testing of all monitoring wells at the facility must be completed twice per year and a written report with the findings of these tests must be submitted to TCEQ for their review and approval. Failure to comply with the requirements of these regulations would place the facility in non-compliance that could warrant administrative action by TCEQ.

Budget & Financial Summary: Contract amount is \$58,000.00. Funding for this contract is available in the BVSWMA Operating Fund. As BVSWMA is funded through an inter-local agreement, both the Cities of Bryan and College Station are sharing the cost of this project. **As this contract is in excess of \$50,000, it will require the approval of the Bryan City Council.**

Attachments:

1. Resolution (signed resolution to be provided to Council before the meeting)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A TESTING AND INSPECTING CONTRACTOR, APPROVING A TESTING AND INSPECTING SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE ROCK PRAIRIE ROAD LANDFILL.

WHEREAS, the City of College Station, Texas, solicited a proposal for the Rock Prairie Road Landfill Testing and Inspecting Services; and

WHEREAS, the selection of CSC Engineering & Environmental Consultants, Inc. is being recommended as the most highly qualified provider of the Testing and Inspecting Services; now, therefore,

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

PART 1: That the City Council hereby finds that CSC Engineering & Environmental Consultants, Inc. is the most highly qualified provider of the services for the Rock Prairie Road Landfill on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves contract #09-028 with CSC Engineering & Environmental Consultants, Inc. for an amount not to exceed \$58,000.00 for the Testing and Inspecting Services related to the Rock Prairie Road Landfill.

PART 3: That the funding for this project shall be as budgeted from the BVSWMA Operating Fund in the amount of \$58,000.00.

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

ADOPTED this _____ day of _____, A.D. 2008.

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

BEN WHITE, Mayor

APPROVED:

City Attorney

November 5, 2008
Consent Agenda Item 2j
BVSWMA CSC Twin Oaks Phase I Consultant Contract

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on a resolution approving consultant contract #09-029 with CSC Engineering & Environmental Consultants, Inc. in the amount of \$252,000.00 for the Twin Oaks Phase I Construction Project.

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

Summary: This resolution approving a consultant contract with CSC Engineering & Environmental Consultants, Inc. will provide Construction Management Services during the Phase I Twin Oaks construction project. CSC Engineering & Environmental Consultants, Inc will provide onsite construction management services during the bidding and construction phases of the project. The Twin Oaks Landfill construction project will include the development of the initial landfill disposal cell, evaporation pond, scale house, landfill maintenance building, roadways, Alum Creek Bridge, and all associated infrastructure features necessary to open the Type I landfill for the acceptance of municipal solid waste. Additional site development features will include aerated septic systems for domestic wastewater treatment and disposal, domestic water distribution system, communications, security, fencing, interior roadways, and drainage appurtenances.

Budget & Financial Summary: Funding for this contract to CSC Engineering & Environmental Consultants, Inc. is available in the BVSWMA Capital Improvements Fund. As BVSWMA is funded through an inter-local agreement, both the Cities of Bryan and College Station are sharing the cost of this project. **As this contract is in excess of \$50,000, it will require the approval of the Bryan City Council.**

Attachments:

1. Resolution (signed resolution to be provided to Council before the meeting)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A CONSULTING CONTRACTOR, APPROVING A CONSULTING SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE TWIN OAKS LANDFILL PROJECT.

WHEREAS, the City of College Station, Texas, solicited a proposal for Twin Oaks Landfill Consulting Services; and

WHEREAS, the selection of CSC Engineering & Environmental Consultants, Inc. is being recommended as the most highly qualified provider of the Consulting Services; now, therefore,

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

PART 1: That the City Council hereby finds that CSC Engineering & Environmental Consultants, Inc. is the most highly qualified provider of the services for the Twin Oaks Landfill Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves contract #09-029 with CSC Engineering & Environmental Consultants, Inc. for an amount not to exceed \$252,000.00 for the Consulting Services related to the Twin Oaks Landfill Project.

PART 3: That the funding for this project shall be as budgeted from the BVSWMA Capital Improvements Fund in the amount of \$252,000.00.

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

ADOPTED this _____ day of _____, A.D. 2008.

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

BEN WHITE, Mayor

APPROVED:

City Attorney

November 5, 2008
Consent Agenda Item 2k
BVSWMA CSC Twin Oaks Phase I Testing and Inspecting Contract

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on a resolution approving testing and inspecting contract #09-030 with CSC Engineering & Environmental Consultants, Inc. in the amount of \$60,000.00 for the Twin Oaks Phase I Construction Project.

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

Summary: This resolution approving a testing and inspecting contract with CSC Engineering & Environmental Consultants, Inc. will provide Construction Quality Assurance (CQA) Testing Services during the Phase I Twin Oaks construction project. CSC Engineering & Environmental Consultants, Inc will ensure that construction materials and procedures are provided in compliance with project plans and specifications. The Twin Oaks Landfill construction project will include the development of the initial landfill disposal cell, evaporation pond, scale house, landfill maintenance building, roadways, Alum Creek Bridge, and all associated infrastructure features necessary to open the Type I landfill for the acceptance of municipal solid waste. Additional site development features will include aerated septic systems for domestic wastewater treatment and disposal, domestic water distribution system, communications, security, fencing, interior roadways, and drainage appurtenances.

Budget & Financial Summary: Funding for this contract to CSC Engineering & Environmental Consultants, Inc. is available in the BVSWMA Capital Improvements Fund. As BVSWMA is funded through an inter-local agreement, both the Cities of Bryan and College Station are sharing the cost of this project. **As this contract is in excess of \$50,000, it will require the approval of the Bryan City Council.**

Attachments:

1. Resolution (signed resolution to be provided to Council before the meeting)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A TESTING AND INSPECTING CONTRACTOR, APPROVING A TESTING AND INSPECTING SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE TWIN OAKS LANDFILL PROJECT.

WHEREAS, the City of College Station, Texas, solicited a proposal for the Twin Oaks Landfill Testing and Inspecting Services; and

WHEREAS, the selection of CSC Engineering & Environmental Consultants, Inc. is being recommended as the most highly qualified provider of the Testing and Inspecting Services; now, therefore,

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

PART 1: That the City Council hereby finds that CSC Engineering & Environmental Consultants, Inc. is the most highly qualified provider of the services for the Twin Oaks Landfill Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves contract #09-030 with CSC Engineering & Environmental Consultants, Inc. for an amount not to exceed \$60,000.00 for the Testing and Inspecting Services related to the Twin Oaks Landfill Project.

PART 3: That the funding for this project shall be as budgeted from the BVSWMA Capital Improvements Fund in the amount of \$60,000.00.

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

ADOPTED this _____ day of _____, A.D. 2008.

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

BEN WHITE, Mayor

APPROVED:

City Attorney

November 5, 2008
Consent Agenda Item 2L
BVSWMA HDR Twin Oaks Landfill Design and Permitting Contract

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on a resolution approving professional services contract #09-031, with HDR Engineering, Inc in an amount not to exceed \$828,840.00 for Twin Oaks Landfill additional design/permitting, bidding and construction phase services.

Recommendation(s): Staff recommends approval of this resolution approving the professional services contract with HDR, Inc.

Summary: This resolution approving a contract with HDR, Inc. will assist the Brazos Valley Solid Waste Management Agency (BVSWMA) in efforts to open the Twin Oaks Landfill. HDR, Inc. will assist BVSWMA with this project by providing original design and permitting services, bid and construction administration services, and additional design and permitting services that are a result of new Solid Waste regulations and ongoing discussions with BVSWMA on operational considerations. New regulations which were promulgated in March 2006, after the existing Scope-of-Service had been prepared, require additional items to be addressed in the landfill permit including a Drainage and Erosion Plan for all Phases of Landfill Construction.

Budget & Financial Summary: Funding for this contract to HDR, Inc. is available in the BVSWMA Capital Improvements Fund. As BVSWMA is funded through an inter-local agreement, both the Cities of Bryan and College Station are sharing the cost of this project. As this contract is in excess of \$50,000, it will require the approval of the Bryan City Council.

Attachments:

1. Resolution (signed resolution to be provided to Council before the meeting)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE TWIN OAKS LANDFILL PROJECT.

WHEREAS, the City of College Station, Texas, solicited a proposal for the Twin Oaks Landfill Additional Permitting/Engineering Design, Bidding and Construction Phase Services; and

WHEREAS, the selection of HDR Engineering, Inc. is being recommended as the most highly qualified provider of the Additional Permitting/Engineering Design, Bidding and Construction Phase Services; now, therefore,

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

PART 1: That the City Council hereby finds that HDR Engineering, Inc. is the most highly qualified provider of the services for the Twin Oaks Landfill Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves contract #09-031 with HDR Engineering, Inc. for an amount not to exceed \$828,840.00 for the Additional Permitting/Engineering Design, Bidding and Construction Phase Services related to the Twin Oaks Landfill Project.

PART 3: That the funding for this project shall be as budgeted from the BVSWMA Capital Improvements Fund in the amount of \$828,840.00.

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

ADOPTED this _____ day of _____, A.D. 2008.

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

BEN WHITE, Mayor

APPROVED:

City Attorney

November 5, 2008
Consent Agenda Item 2m
Funding Agreement With Keep Brazos Beautiful

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on a funding agreement between the City of College Station and the Keep Brazos Beautiful for FY09 in the amount of \$60,240.

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

Summary: As part of the 2008-2009 budget process the City Council approved funding for the Keep Brazos Beautiful in the amount of \$60,240.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2008-2009 Sanitation Fund for the total amount of \$60,240. \$33,240 is to be used for the operations and maintenance of Keep Brazos Beautiful. \$27,000 is to be used for beautification grants and projects of Keep Brazos Beautiful.

Attachments:

Keep Brazos Beautiful Funding Agreement

**FUNDING AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND KEEP
BRAZOS BEAUTIFUL FOR THE PAYMENT AND USE OF SANITATION FUNDS
FOR OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009**

This Agreement is by and between the CITY OF COLLEGE STATION, a Home Rule Municipal Corporation incorporated under the laws of the State of Texas (hereinafter referred to as the "City") and Keep Brazos Beautiful, Incorporated, a Texas Non – Profit Corporation (hereinafter referred to as “Agency”).

WHEREAS, the City has the objective of improving the environment of the community via litter abatement, beautification, and public education, and

WHEREAS, Agency through its purpose shares this common goal with the City; and

WHEREAS, the City desires to assist Agency in providing litter abatement and beautification efforts;

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree and contract as follows:

**ARTICLE I
DEFINITIONS**

1.1 The term “Agency” shall mean Keep Brazos Beautiful, Incorporated, a Texas Non-profit Corporation.

1.2 The term “Beautification Project” shall mean a project that improves the environment, reduces litter, and provides beautification or public education in College Station, Texas.

1.3 The term “City” shall mean the City of College Station, in the County of Brazos, and the State of Texas.

1.4 The term “Contract Quarter” shall refer to any quarter of the contract year in which this Agreement is in force. Contract Quarters will end on December 31st, March 31st, June 30th, and September 30th, of each contract year.

1.5 The term “Event” shall include any and all banquets, ceremonial dinners, promotional programs, or other public or private event hosted by Agency.

1.6 The term “Financial Activity Report” shall mean a report which includes a summary of revenues and expenditures, and a summary of assets and liabilities to be submitted to the City on the form attached herein as Exhibit A or in a form agreed upon by Agency and City.

1.7 The term “Narrative Summary of Activity Report” shall mean a report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Statement of Work to be submitted to the City on the form attached herein as Exhibit B.

1.8 The term "Performance Measure Report" shall mean a report to determine the levels of service that are being provided by Agency to be submitted to the City on the form attached herein as Exhibit C.

ARTICLE II STATEMENT OF WORK

2.1 Agency shall promote and facilitate activities that enhance the beautification of the local area through education, community events, and litter abatement programs in the City of College Station. Agency agrees that no more than THIRTY THREE THOUSAND TWO HUNDRED FORTY AND NO/100 DOLLARS (\$33,240.00) from the City of College Station shall be spent for general operations of Agency to conduct such programs.

2.2 Agency shall provide Beautification Projects. Such project proposals shall be submitted to City in writing for approval. Upon written approval from City, Agency shall implement and complete the Beautification Project according to the requested timeline. Agency agrees that no more than TWENTY SEVEN THOUSAND AND NO/100 DOLLARS (\$27,000.00) from the City of College Station shall be spent for Beautification Projects. Agency shall implement the following Beautification Projects:

(a) FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) of Beautification Project funding shall be used for the purchase and distribution of wildflower seed to be spread in the City of College Station. Agency shall coordinate and obtain approval of the locations of distribution from the City Manager or his delegate prior to implementing project.

(b) TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) of Beautification Project funding shall be used for the purchase of supplies, equipment, and services for the College Station Great American Cleanup event.. Agency shall submit and obtain approval of supplies, equipment and services from the City Manager or his delegate prior to implementing project.

(c) TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) of Beautification Project funding will be used for future Beautification Projects located in the City of College Station. Such projects shall be submitted for approval as stated in 2.2 above.

(d) The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City.

Agency understands and agrees that funding for future Beautification Projects, not specified in (a) or (b) above are to be approved in advance by City. City Manager or his/her delegate shall provide written approval of Beautification Projects prior to the implementation of projects or distribution of funds for said projects. Funds not utilized within the fiscal year are to remain in possession of City.

**ARTICLE III
PAYMENT**

3.1 For and in consideration of the activities to be satisfactorily performed by Agency under this Agreement, City shall provide funding in the amount of **SIXTY THOUSAND TWO HUNDRED FORTY AND NO/100 DOLLARS (\$60,240.00)** to be paid as follows:

(a) The total amount of THIRTY THREE THOUSAND TWO HUNDRED FORTY AND NO/100 DOLLARS (\$33,240.00) shall be paid from the City's Sanitation Fund for the general operations of Agency. Payments will be made in four (4) quarterly installments of \$8,310.00. These appropriated funds shall be used during the period of October 1, 2008, to September 30, 2009.

(b) The total amount of TWENTY SEVEN THOUSAND AND NO/100 DOLLARS (\$27,000.00) shall be paid from the City's Sanitation Fund for Beautification Projects approved in writing in advance by City:

(1) Agency shall submit invoice to City requesting payment for wildflower seeds. Payment shall be made within thirty (30) days of receipt of invoice.

(2) Agency shall submit invoice to City requesting payment for the purchase of supplies, equipment and services for the College Station Great American Cleanup event. Payment shall be made within thirty (30) days of receipt of invoice.

(3) Agency shall submit invoices to City requesting payment for Beautification Projects. Payment shall be made within thirty (30) days of receipt of invoice.

3.2 Funding will also be dependent upon the City receiving all reports required herein from the Agency no later than thirty (30) days after the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, October 30th of each contract year).

3.3 City may withhold further allocations if City determines that Agency's expenditures deviate materially from their Statement of Work or if the reports required herein are not submitted in a complete and timely manner.

**ARTICLE IV
RECORDS AND REPORTS**

4.1 Agency shall maintain financial records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other documentation to verify all expenditures of funds under the terms of this Agreement. Said documentation shall conform to the City's accounting practices.

4.2 Agency shall maintain written records and supporting documents as required under this Agreement for all applicable, generally accepted, and required administrative and operating policies. Agency shall maintain such records, accounts, reports, files or other documents for a minimum of three (3) years after the expiration of this Agreement. City's right to access Agency's files shall continue during this three (3) year period and for as long as the records are retained by Agency.

4.3 Agency shall provide the City reasonable access during regular business hours to books, accounts, records, reports, files or other papers related to this Agreement belonging to or in use by Agency. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Tex. Gov't Code, § 552, as hereafter amended.

4.4 Quarterly reports. Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

- (1) Financial Activity Report.
- (2) Narrative Summary of Activity Report.
- (3) Performance Measure Report.

Agency shall respond promptly to any request from the City Manager of City, or designee, for additional information relating to the activities performed under this Agreement.

4.5 The Financial Activity Reports, Narrative Summary of Activity Reports and Performance Measure Reports shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th; April 30th; July 30th; and October 30th of each contract year).

4.6 A copy of the Agency financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.7 If requested, Agency shall make an annual report and presentation to the City Council.

4.8 The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews.

ARTICLE V AGENCY BOARD OF DIRECTORS

5.1 The City shall have the option to recommend one appointee for any vacancy that occurs on the Board of Directors of the Agency during the program year. This provision shall not apply if the City is otherwise authorized to appoint members to the Board under the Agency's Bylaws.

5.2 Agency shall provide the City with an agenda of all regular and non-regular Board meetings five (5) days prior to the meeting with information as to the date, time and place of meeting. If a non-regular meeting is scheduled, Agency shall immediately notify the City of non-regular meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting.

5.3 Agency shall submit minutes of each Board of Directors meeting and Executive Committee meeting to the City within ten (10) days after approval of the minutes.

ARTICLE VI TERM AND TERMINATION

6.1 Term. The term of this Agreement shall commence on October 1, 2008, and terminate at midnight on October 31, 2009. However, the program period shall commence on October 1, 2008, and terminate at midnight on September 30, 2009. Only those expenditures authorized under the Statement of Work, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination Without Cause.

(a) This Agreement may be terminated by either party, with or without cause, by giving the other party sixty (60) days advance written notice.

(b) In the event this Agreement is terminated by either party pursuant to §6.2(a) of this agreement, City agrees to reimburse Agency for any contractual obligations of Agency undertaken by Agency in satisfactory performance of those activities specified hereinabove. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

(c) Further, upon termination pursuant to §6.2(a) of this agreement, Agency will provide City:

(1) Within thirty (30) days, a full accounting of all expenditures not previously reviewed by City;

(2) Within five (5) business days of a request from City, a listing of expenditures that have occurred since the last required reporting period;

(3) A final accounting of all expenditures on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred

and entered into in the good faith performance of those services contemplated in Article II above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

6.3 Automatic Termination. This Agreement shall automatically terminate upon the occurrence of any of the following events:

- (a) The termination of the legal existence of Agency;
- (b) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors;
- (c) The continuation of a breach of any of the terms or conditions of this Agreement by either City or Agency for more than thirty (30) days after written notice of such breach is given to the breaching party by the other party; or
- (d) The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date the City notifies Agency of such breach.

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 In the event that this Agreement is terminated pursuant to §§6.3 or 6.4 of this agreement, Agency agrees to refund any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

ARTICLE VII INDEMNIFICATION AND RELEASE

7.1 Agency agrees to indemnify and hold harmless the City, its officers, agents, and employees from and against any and all loss, costs, or damage of any kind, nature, or description that may arise out of or in connection with this Agreement whether or not the claim or cause of action results from any negligence of the City or any of its officers, agents, or employees.

7.2 Agency assumes full responsibility for the work to be performed and services to be provided hereunder, and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from any and all claims, demands, causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of, any person (whether employees or agents of either of the parties hereto or third persons) and any loss of or damage to property (whether the property is that of either of the parties

hereto or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Agency's work or services provided hereunder whether or not said claims, demands, or causes of actions are covered in whole or part by insurance.

ARTICLE VIII GENERAL PROVISIONS

8.1 Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in Article II above. In the event that Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments.

8.2 This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

8.3 The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

8.4 Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. Agency will take affirmative action to ensure that applicants who are employed are treated, during employment, without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination requirement.

8.5 Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.

8.6 Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will provide no religious instruction or counseling, conduct no religious worship or services, and engage in no religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

8.7 The parties to this Agreement agree and understand that Agency is an independent contractor and not an agent or representative of the City and that the obligation to compensate its employees and personnel furnished or used by Agency to provide the services specified in Article II shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose.

8.8 No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

8.9 This Agreement has been made under and shall be governed by the laws of the State of Texas.

8.10 Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

8.11 Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective organizations.

8.12 Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

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

8.14 This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other party to this Agreement.

8.15 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

8.16 If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

8.17 It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed

or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

8.18 Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City: City of College Station
Attn: Susan Manna, Budget Analyst
Fiscal Services Department
Budget and Strategic Planning Division
1101 Texas Avenue
College Station, Texas 77840

Agency: Keep Brazos Beautiful, Incorporated
1737 Briarcrest Drive, Ste. 12
Bryan, Texas 77802

Executed this the ____ day of _____, 2008.

KEEP BRAZOS BEAUTIFUL, INCORPORATED

CITY OF COLLEGE STATION

By: *Amy D Reed*

By: _____
Mayor

Printed Name: Amy D Reed

Title: Interim Executive Director

Date: 10/25/08

ATTEST:

City Secretary

APPROVED:

City Manager

Date

Alan C. Felix
City Attorney

Date

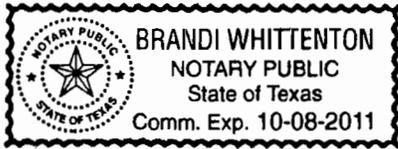
Chief Financial Officer

Date

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 28th day of October, 2008,
by Amy D. Reed in his/her capacity as Interim Executive Director
Keep Brazos Beautiful, Incorporated.



Brandi Whittenton
Notary Public in and for
the State of Texas

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2008,
by _____ in his/her capacity as Mayor of the City of College Station, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public in and for
the State of Texas

Exhibit A

Statements of Financial Position

Outside Agency: _____

STATEMENTS OF FINANCIAL POSITION

Period _____

Current Period

Year to Date

ASSETS				
Cash and cash equivalents				
Short-term investments				
Prepaid expenses				
Unconditional promises to give				
Cash restricted to purchase of equipment				
Long-term investments				
Contribution receivable—charitable lead trust				
Deposits on leased and other property				
Property and equipment				
TOTAL ASSETS				
LIABILITIES				
Accounts payable				
Compensation				
Refundable advances				
Long-term debt				
TOTAL LIABILITIES				
NET ASSETS				
Unrestricted				
Temporarily restricted				
Permanently restricted				
TOTAL NET ASSETS				
TOTAL LIABILITIES AND NET ASSETS				

Exhibit A

Statement of Financial Activities - Non Hotel Tax

Outside Agency: _____

STATEMENT OF ACTIVITIES

Period: _____

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
REVENUES, GAINS, AND OTHER SUPPORT				
Contributions	--	--	--	--
	--	--	--	--
Capital campaign	--	--	--	--
Equipment acquisition	--	--	--	--
Endowment	--	--	-	--
Other	--	--	--	--
Federal financial assistance	--	--	--	--
Program service fees	--	--	--	--
Investment return	--	--	--	--
Change in value of split-interest agreement	--	--	--	--
Other	--	--	--	--
Net assets released from restrictions	--	--	--	--
Expiration of time restrictions	--	--	--	--
Restrictions satisfied by charitable lead trust receipts	--	--	--	--
Restrictions satisfied by payments	--	--	--	--
TOTAL REVENUES, GAINS, AND OTHER SUPPORT	--	--	--	--
EXPENSES				
Program services	--	--	--	--
	--	--	--	--
Supporting services	--	--	--	--
Management and general	--	--	--	--
Fund-raising	--	--	--	--
TOTAL EXPENSES	--	--	--	--
CHANGE IN NET ASSETS	--	--	--	--
NET ASSETS AT BEGINNING OF YEAR	--	--	--	--
NET ASSETS AT END OF YEAR	--	--	--	--

Exhibit B
Narrative Summary of Activity Report

Please provide a narrative summary of the activities funded with the money from the City of College Station. Use additional sheets if more space is needed.

November 5, 2008
Consent Agenda Item 2n
Authorize Health Department Funding Addendum and Expenditures

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion to approve a funding addendum that will authorize expenditures for the Brazos County Health Department in the amount of \$340,885.

Recommendation(s): Staff recommends approval of the funding addendum in the amount of \$340,885 to the Brazos County Health Department.

Summary: On September 25, 2008 Council approved the FY09 proposed budget which included funding for the Brazos County Health Department. This funding is based on an Interlocal Agreement originally approved on December 14, 1995.

Budget & Financial Summary: Funds are available and budgeted in the General Fund. Payments are made in equal installments, monthly.

Attachments: Brazos County Health Department Funding Addendum and Original ILA

FUNDING ADDENDUM

The current Members of the Brazos County Public Health District do hereby agree to the following contributions for fiscal year 2008 commencing on October 1, 2008 and ending on September 30, 2009.

ENTITY	AMOUNT OF CONTRIBUTION	IN-KIND CONTRIBUTION	TOTAL	PERCENT
City of College Station	\$340,885	\$ 1,040	\$341,925	11.18%

In all other respects the terms and conditions of that certain Cooperative Agreement dated September 26, 1995 (approved by Council action on December 14, 1995) are hereby confirmed, ratified and adopted.

This document may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which constitute, collectively, one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Funding Addendum to be executed as the _____ day of _____, 2008.

ATTEST:

CITY OF COLLEGE STATION

_____ By: _____

City Secretary

Mayor

APPROVED:

APPROVED:



City Attorney

City Manager

Chief Financial Officer

CITY-COUNTY PUBLIC HEALTH AGREEMENT

THE STATE OF TEXAS

COUNTY OF BRAZOS

(
(**KNOW ALL MEN BY THESE**
(**PRESENT:**
(

WHEREAS, the City of Bryan, the City of College Station and Brazos County, have created an administrative agency named the Brazos County Health Department for the public purpose and objective of administering and enforcing all federal and state health laws and city health ordinances in the respective jurisdictions of each of the participating governmental entities; and

WHEREAS, Article 4413(32c), V.A.T.C.S., authorizes intergovernmental contracting at the local level including contracts between counties and cities; and

WHEREAS, the City of Bryan, the City of College Station and Brazos County, subject to the limitations set forth herein, intend to share in the cost on a percentage basis with the County to collect and disburse the funds;

NOW, THEREFORE, THE UNDERSIGNED MUTUALLY AGREE AS FOLLOWS:

1.

That the matters set forth in the preamble are true and correct and are made a part of this agreement.

2.

In consideration of the benefits to be received by the City of Bryan, the City of College Station, and Brazos County, by reason of the joint venture, the parties herein agree to pay, and Brazos County agrees to collect and disburse funds for the operation of the Brazos County Health Department, Fiscal Year October 1, 1994 - September 30, 1995, on the following pro rata basis:

	<u>\$ Contribution</u>	<u>In-Kind</u>	<u>Grand Total</u>	<u>Percent</u>
City of Bryan	183,776		\$ 183,776	14 %
City of College Station	74,505	1,040	\$ 75,545	6 %
Brazos County	129,141	238,170	\$ 367,311	28 %
[Public Health Account (Fees)	214,866		\$ 214,866	16 %]
[State of Texas (Health Dept)	241,617	208,832	\$ 450,449	34 %]
[Unencumbered (FY '93) Funds	28,000		\$ 28,000	2 %]
Total	\$871,905	\$448,042	\$1,319,947	100 %

3.

This contract is for a period of one year and all payments shall be made from current revenues of each of the parties. Payments shall be made by the City of College Station and the City of Bryan to Brazos County at the Brazos County Courthouse prior to the tenth day of each month with each monthly share representing one-twelfth (1/12) of the respective total share of the cities. If credit is due any of the parties, Brazos County shall make the necessary reimbursement no later than the end of the first (1st) quarter of the next fiscal contract year. Reimbursement due to overpayment shall be made in the amount overpaid by the entity. All unencumbered funds at the close of the contract year shall be deposited into the Public Health Account (see Section 5) to be designated for use for Public Health Services mutually beneficial to each party, or shall be used to reduce local budget contributions in the following fiscal year. No appropriation of the money in this Agreement shall be made unless unanimously approved by the City of Bryan, the City of College Station and Brazos County.

4.

The chairman of the governing board shall have the authority to make expenditures as budgeted. Authority for non-budgeted items shall come only from the approval of the governing board (known as the Brazos County Board of Health).

5.

The Brazos County Health Department shall maintain records of all income (service fees collected) and disbursements of the Public Health Account. Such records shall be brought before the governing board each quarter for approval. No appropriation of money in this account shall be made unless unanimously approved by the governing board.

6.

The Brazos County Health Department shall maintain records of usage of the facilities and services by the citizens of each city and citizens of the county who live outside the two cities. Such records shall be used to determine the percentage of costs to be charged to the participating entities for the following contract year.

7.

The Brazos County Health Department will be under the supervision of the governing board consisting of one representative from each of the three participating governmental entities.

8.

This contract can be renewed on an annual basis by resolution.

9.

The Director of the Brazos County Health Department shall submit financial and activity reports for both Health Department and Public Health Accounts upon request by members of the governing board; but in no event shall such financial and activity reports be submitted less frequently than quarterly. The Director shall submit the annual financial and activity report no later than the close of the first quarter of the next fiscal year.

Brazos County agrees to procure and maintain public liability insurance in the amount of not less than \$1,000,000.00, insuring against risks and claims arising out of the operation of the Health Department (except for professional liability claims against medical doctors, who shall provide their own professional liability insurance). The cost of liability insurance shall be included in the annual budget of the Brazos County Health Department.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as the 1st day of October, 1994

ATTEST:

Mary Lynn Felton
City Secretary

CITY OF BRYAN

BY Harris Tate
Mayor

APPROVED AS TO FORM:

Alexis A. Walter, III
City Attorney

APPROVED AS TO SUBSTANCE:

[Signature]
City Manager

ATTEST:

Connie Cook
City Secretary

CITY OF COLLEGE STATION

BY [Signature]
Mayor

APPROVED AS TO FORM:

[Signature]
City Attorney

APPROVED AS TO SUBSTANCE:

[Signature]
City Manager

ATTEST:

Mary Ann Ward
County Clerk

BRAZOS COUNTY

BY [Signature]
County Judge

November 5, 2008
Regular Agenda Item 1
1815 Brothers Blvd. 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 seven easements located at 1815 Brothers Boulevard. (WalMart)

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

Summary: The easements proposed to be abandoned are

1. a 0.1723 acre portion of a twenty (20) foot wide public utility easement, said easement lies on Lot 4K and Lot 4J of the Re-plat of Lot 4B, Block 15, Phase 2 of the Southwood Plaza Subdivision;
2. a 0.0509 acre portion of a twenty (20) foot wide public utility easement, said easement lies on Lot 4K and Lot 4J of the Re-plat of Lot 4B, Block 15, Phase 2 of the Southwood Plaza Subdivision;
3. a 0.8004 acre variable width public utility easement, said easement lies on Lot 3, Block 15, Phase 1 of the Correction Plat of Southwood Plaza Subdivision;
4. a 0.1217 acre variable width public utility easement, said easement lies on Lot 3, Block 15, Phase 1 of the Correction Plat of Southwood Plaza Subdivision;
5. a 0.0759 acre variable width public utility easement, said easement lies on Lot 3, Block 15, Phase 1 of the Correction Plat of Southwood Plaza Subdivision;
6. a 0.8085 acre portion of a variable width public utility and drainage easement, said easement lies on Lot 4K and Lot 4J of the Replat of Lot 4B, Block 15, Phase 2 of the Southwood Plaza Subdivision, and Lot 4A, Lot 4D, and Lot 4E of the Revised Plat of Lot 4, Block 15, Phase 2 of the Southwood Plaza Subdivision;
7. a 0.2874 acre portion of a variable width public utility and drainage easement, said easement lies on Lot 4A, Lot 4D, and Lot 4E of the Revised Plat of Lot 4, Block 15, Phase 2 of the Southwood Plaza Subdivision, all according to the plat recorded in Volume 2153 & Page 93, Volume 1046 & Page 591, Volume 2153 & Page 93, Volume 1203 & Page 143, respectively of the Deed Records of Brazos County, Texas.

The existing utility mains within this easement are proposed to be relocated to another public utility easement per the terms of this conditional abandonment ordinance.

Budget & Financial Summary: N/A

Attachments:

1. Vicinity Map

2. Easement Abandonment Location
3. 0.1723 acre easement Ordinance
4. 0.1723 acre easement Ordinance Exhibit A
5. 0.0509 acre easement Ordinance
6. 0.0509 acre easement Ordinance Exhibit A
7. 0.8004 acre easement Ordinance
8. 0.8004 acre easement Ordinance Exhibit A
9. 0.1217 acre easement Ordinance
10. 0.1217 acre easement Ordinance Exhibit A
11. 0.0759 acre easement Ordinance
12. 0.0759 acre easement Ordinance Exhibit A
13. 0.8085 acre easement Ordinance
14. 0.8085 acre easement Ordinance Exhibit A
15. 0.2874 acre easement Ordinance
16. 0.2874 acre easement Ordinance Exhibit A
17. Application for Abandonment (on file at City Engineer's office)

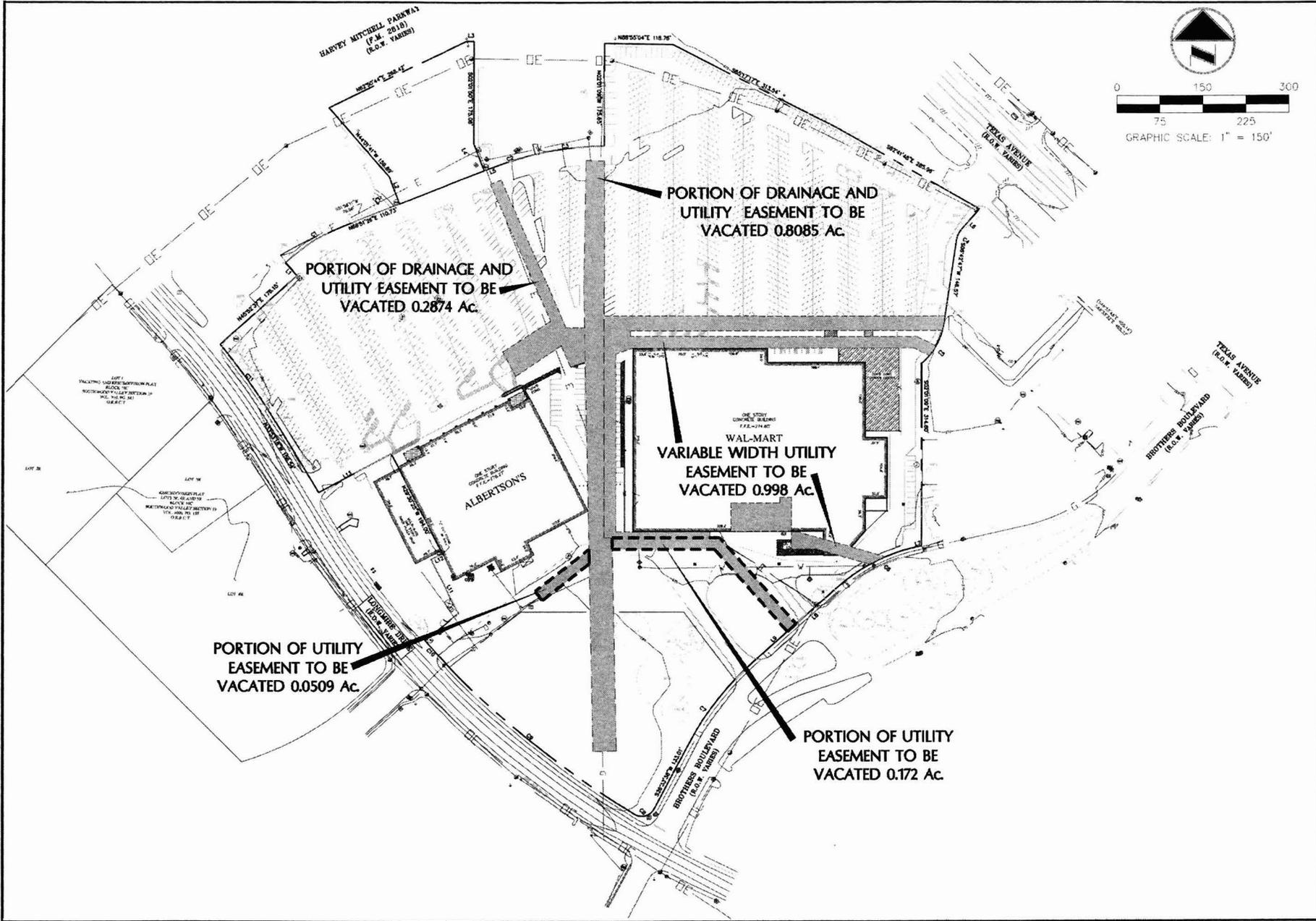
A vicinity map showing a residential area. The map features several streets: Harvey Mitchell Pkwy S, Texas Ave S, Morgans Ln, Longmire Dr, Alley, Brothers Blvd, Brothers Blvd N, Britain Ct, Texas-Frontage Ave S, and another Alley. A callout box with a pointer identifies the location of 1815 Brothers Blvd. A scale bar in the bottom left indicates 1 inch equals 200 feet. A north arrow is located in the bottom right corner.

1815 Brothers Blvd.

Vicinity Map

1 inch equals 200 feet





DA Doucet & Associates, Inc.
7408 Highway 71 West, Suite 100, Austin, TX 78755
Phone: 512.426.1001
www.doucetandassociates.com

Walmart

Store #1150-08, College Station, TX
1815 Brothers Boulevard
Existing Easements to be Abandoned

Plot No: 001-402

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.1723 ACRE PORTION OF A TWENTY (20) FOOT WIDE PUBLIC UTILITY EASEMENT, SAID EASEMENT LIES ON LOT 4K AND LOT 4J OF THE RE-PLAT OF LOT 4B, BLOCK 15, PHASE 2 OF THE SOUTHWOOD PLAZA SUBDIVISION ACCORDING TO THE PLAT RECORDED IN VOLUME 2153, PAGE 93 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 0.1723 acre portion of a twenty (20) foot wide public utility easement, said easement lies on Lot 4K and Lot 4J of the Re-plat of Lot 4B, Block 15, Phase 2 of the Southwood Plaza Subdivision according to the plat recorded in Volume 2153, Page 93 of the deed 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. Applicant intends to relocate the existing public utility mains located in the Easement to a replacement public utility easement.
3. There is no public need or use for the Easement.
4. There is no anticipated future public need or use for the Easement.
5. 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 0.1723 acre portion of a twenty (20) foot wide public utility easement, said easement lies on Lot 4K and Lot 4J of the Re-plat of Lot 4B, Block 15, Phase 2 of the Southwood Plaza Subdivision according to the plat recorded in Volume 2153, Page 93 of the deed records of Brazos County, Texas, as described in Exhibit "A" attached hereto, be abandoned and vacated only upon completion of the following conditions:

1. That the Applicant remove and relocate the existing public utility mains to another public utility easement.
2. That the City Engineer approve and accept the relocated public utility mains.
3. That the Applicant dedicate the replacement public utility easement to the City in compliance with City standards.
4. That there will be no other infrastructure in the easement to be abandoned.

If any of the above conditions are not met within eighteen (18) months, 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

Legal Description
Brazos County, Texas

FN No. 08-0012d_Part 1
D&A Job No. 001-402

EXHIBIT "A"

DESCRIPTION OF A TRACT OF LAND CONTAINING 0.1723 ACRE (7,506 SQUARE FEET) SITUATED IN THE CRAWFORD BARNETT LEAUGE, IN BRAZOS COUNTY, TEXAS, BEING A PORTION OF LOT 4K OF THE REPLAT OF LOT 4B, BLOCK 15, PHASE II, SOUTHWOOD PLAZA SUBDIVISION, AS RECORDED IN VOLUME 2153, PAGE 93, OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, (D.R.B.C.T.), ALSO BEING A PORTION OF A 20-FOOT WIDE UTILITY EASEMENT AS SHOWN ON SAID REPLAT OF LOT 4B, SAID 0.1723 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE (4203), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000107026389):

COMMENCING at a Mag nail with "Doucet" washer found at the easterly north corner of said Lot 4K, being the east corner of Lot 4A of the Revised Plat of Lot 4, Block 15, Southwood Plaza, Phase Two, as recorded in Volume 1203, Page 143, D.R.B.C.T. and the southwest corner of Lot 3, Block 15 of the Correction Plat of Southwood Plaza, Phase One, as recorded in Volume 1046, Page 591, D.R.B.C.T., said point being an interior ell-corner of a variable width Drainage and Utility Easement as shown on said Revised Plat of Lot 4, Block 15, Southwood Plaza, Phase Two, from which a Mag nail with "Doucet" washer found for the southeasterly most corner of Lot 4D of said Revised Plat of Lot 4, Block 15, Southwood Plaza, Phase Two, bears N02°01'09"W, a distance of 88.98 feet;

THENCE, with a northerly line of said Drainage and Utility Easement, being the common line of said Lot 3 and said Lot 4K, N87°58'05"E, a distance of 13.63 feet to a calculated point for an exterior ell-corner of said Drainage and Utility Easement, and being the westerly most corner and **POINT OF BEGINNING** hereof;

THENCE, continuing with the common line of said Lot 3 and Lot 4K the following two (2) courses and distances:

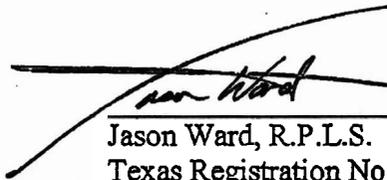
1. N87°58'05"E, a distance of 186.86 feet to a Mag nail with "Doucet" washer found for the northerly most corner hereof, and
2. S43°29'34"E, a distance of 197.66 feet to a 2-inch iron pipe found for the easterly common corner of said Lot 3 and said Lot 4K, for the northeasterly corner hereof, said point being in the northwest right-of-way line of Brothers Boulevard, (R.o.w. varies);

Exhibit A
Sheet 2 of 3

THENCE, with the common line of said Brothers Boulevard and said Lot 4K, S46°30'26"W, a distance of 20.00 feet to a calculated point for the southeasterly most corner hereof, said point being at the southeasterly most corner of said 20-foot wide Utility Easement, from which a Mag nail with "Doucet" washer found for a point of curvature in said common line bears, S46°30'26"W, a distance of 78.28 feet;

THENCE, departing the northwest right-of-way line of Brothers Boulevard, over and across said Lot 4K the following three (3) courses and distances:

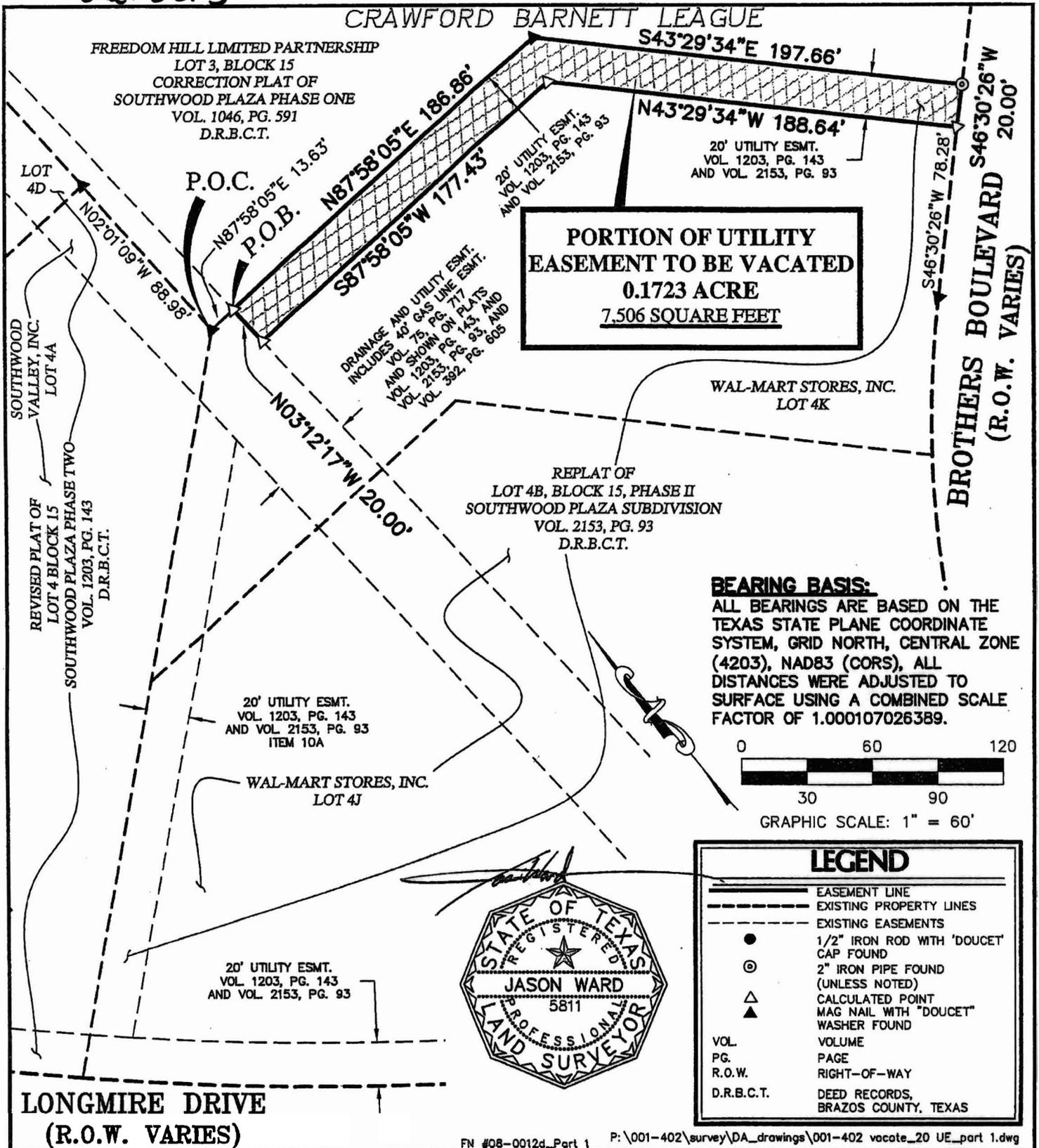
1. with the southwest line of said 20-foot wide Utility Easement, N43°29'34"W, a distance of 188.64 feet to a calculated point for an angle point hereof,
2. with the southerly line of said 20-foot wide Utility Easement, S87°58'05"W, a distance of 177.43 feet to a calculated point for the southwesterly most corner hereof, said point being in the east line of said Drainage and Utility Easement, and
3. over and across said 20-foot wide Utility Easement, with the east line of said Drainage and Utility Easement, N03°12'17"W, a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 0.1723 acre (7,506 sq. ft.) of land, more or less.



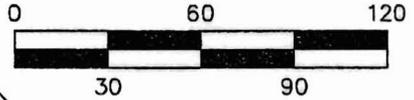
Jason Ward, R.P.L.S.
Texas Registration No. 5811
Doucet & Associates Inc.,
7401 B Hwy. 71 West, Suite 160
Austin, Texas 78735

9-13-08
Date





BEARING BASIS:
ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE (4203), NAD83 (CORS), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000107026389.



LEGEND	
	EASEMENT LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
	1/2" IRON ROD WITH 'DOUCET' CAP FOUND
	2" IRON PIPE FOUND (UNLESS NOTED)
	CALCULATED POINT
	MAG NAIL WITH "DOUCET" WASHER FOUND
VOL.	VOLUME
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
D.R.B.C.T.	DEED RECORDS, BRAZOS COUNTY, TEXAS



FN #08-0012d_Part 1 P:\001-402\survey\DA_drawings\001-402 vacate_20 UE_part 1.dwg

0.1723 ACRE PORTION OF UTILITY EASEMENT TO BE VACATED
CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS

D&A Doucet & Associates, Inc.
7401 B Hwy. 71 West, Suite 160
Austin, TX 78735, Phone: (512) 583-2600 Fax: (512) 583-2601

ASTIN, TEXAS - NORTHAMPTON, MASSACHUSETTS - ROSEVILLE, CALIFORNIA
www.doucetandassociates.com

Date:	9/18/2008
Scale:	1"=60'
Drawn by:	JL
Reviewer:	JSW
Project:	001-402
Sheet:	1 of 1
Field Book:	229
Party Chief:	JM
Survey Date:	11/29/07

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.0509 ACRE PORTION OF A TWENTY (20) FOOT WIDE PUBLIC UTILITY EASEMENT, SAID EASEMENT LIES ON LOT 4K AND LOT 4J OF THE RE-PLAT OF LOT 4B, BLOCK 15, PHASE 2 OF THE SOUTHWOOD PLAZA SUBDIVISION ACCORDING TO THE PLAT RECORDED IN VOLUME 2153, PAGE 93 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 0.0509 acre portion of a twenty (20) foot wide public utility easement, said easement lies on Lot 4K and Lot 4J of the Re-plat of Lot 4B, Block 15, Phase 2 of the Southwood Plaza Subdivision according to the plat recorded in Volume 2153, Page 93 of the deed 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. Applicant intends to relocate the existing public utility mains located in the Easement to a replacement public utility easement.
3. There is no public need or use for the Easement.
4. There is no anticipated future public need or use for the Easement.
5. 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 0.0509 acre portion of a twenty (20) foot wide public utility easement, said easement lies on Lot 4K and Lot 4J of the Re-plat of Lot 4B, Block 15, Phase 2 of the Southwood Plaza Subdivision according to the plat recorded in Volume 2153, Page 93 of the deed records of Brazos County, Texas, as described in Exhibit "A" attached hereto, be abandoned and vacated only upon completion of the following conditions:

1. That the Applicant remove and relocate the existing public utility mains to another public utility easement.
2. That the City Engineer approve and accept the relocated public utility mains.
3. That the Applicant dedicate the replacement public utility easement to the City in compliance with City standards.
4. That there will be no other infrastructure in the easement to be abandoned.

If any of the above conditions are not met within eighteen (18) months, 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

EXHIBIT "A"

DESCRIPTION OF A TRACT OF LAND CONTAINING 0.0509 ACRE (2,217 SQUARE FEET) SITUATED IN THE CRAWFORD BARNETT LEAUGE, IN BRAZOS COUNTY, TEXAS, BEING A PORTION OF LOT 4K AND LOT 4J OF THE REPLAT OF LOT 4B, BLOCK 15, PHASE II, SOUTHWOOD PLAZA SUBDIVISION, AS RECORDED IN VOLUME 2153, PAGE 93, OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, (D.R.B.C.T.), ALSO BEING A PORTION OF A 20-FOOT WIDE UTILITY EASEMENT AS SHOWN ON SAID REPLAT OF LOT 4B, SAID 0.0509 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE (4203), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000107026389):

COMMENCING at a Mag nail with "Doucet" washer found at the easterly north corner of said Lot 4K, being the east corner of Lot 4A of the Revised Plat of Lot 4, Block 15, Southwood Plaza, Phase Two, as recorded in Volume 1203, Page 143, D.R.B.C.T. and the southwest corner of Lot 3, Block 15 of the Correction Plat of Southwood Plaza, Phase One, as recorded in Volume 1046, Page 591, D.R.B.C.T., said point being an interior ell-corner of a variable width Drainage and Utility Easement as shown on said Revised Plat of Lot 4, Block 15, Southwood Plaza, Phase Two, from which a Mag nail with "Doucet" washer found for the southeasterly most corner of Lot 4D of said Revised Plat of Lot 4, Block 15, Southwood Plaza, Phase Two, bears N02°01'09"W, a distance of 88.98 feet;

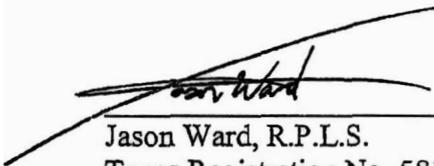
THENCE, over and across said Drainage and Utility Easement, with the common line of said Lot 4K and said Lot 4A, S50°12'33"W, a distance of 32.52 feet to a calculated point for the northerly most corner and POINT OF BEGINNING hereof, said point being in the west line of said Drainage and Utility Easement,

THENCE, departing said common line of said Lot 4K and said Lot 4A, with the west line of said Drainage and Utility Easement, S03°10'50"E, a distance of 24.92 feet to a calculated point for the southerly most east corner hereof, said point also being in the southeasterly line of said 20-foot wide Utility Easement;

Exhibit A
Sheet 2 of 3

THENCE, departing the west line of said Drainage and Utility Easement, with the southeasterly line of said 20-foot wide Utility Easement, in part over and across said Lot 4K, and in part over and across said Lot 4J, the following three (3) courses and distances:

1. S50°12'33"W, a distance of 103.40 feet to a calculated point for the southeast corner hereof;
2. N39°47'27"W, a distance of 20.00 feet to a calculated point for the southwest corner hereof, from which a 1/2-inch iron rod with "Doucet" cap found for the westerly common corner of said Lot 4J and said Lot 4K, bears, S50°12'33"W, a distance of 12.52 feet, and
3. with the northwest line of said Lot 4K, and the southeast line of said Lot 4, N50°12'33"E, a distance of 118.26 feet to the **POINT OF BEGINNING** and containing 0.0509 acre (2,217 sq. ft.) of land, more or less.



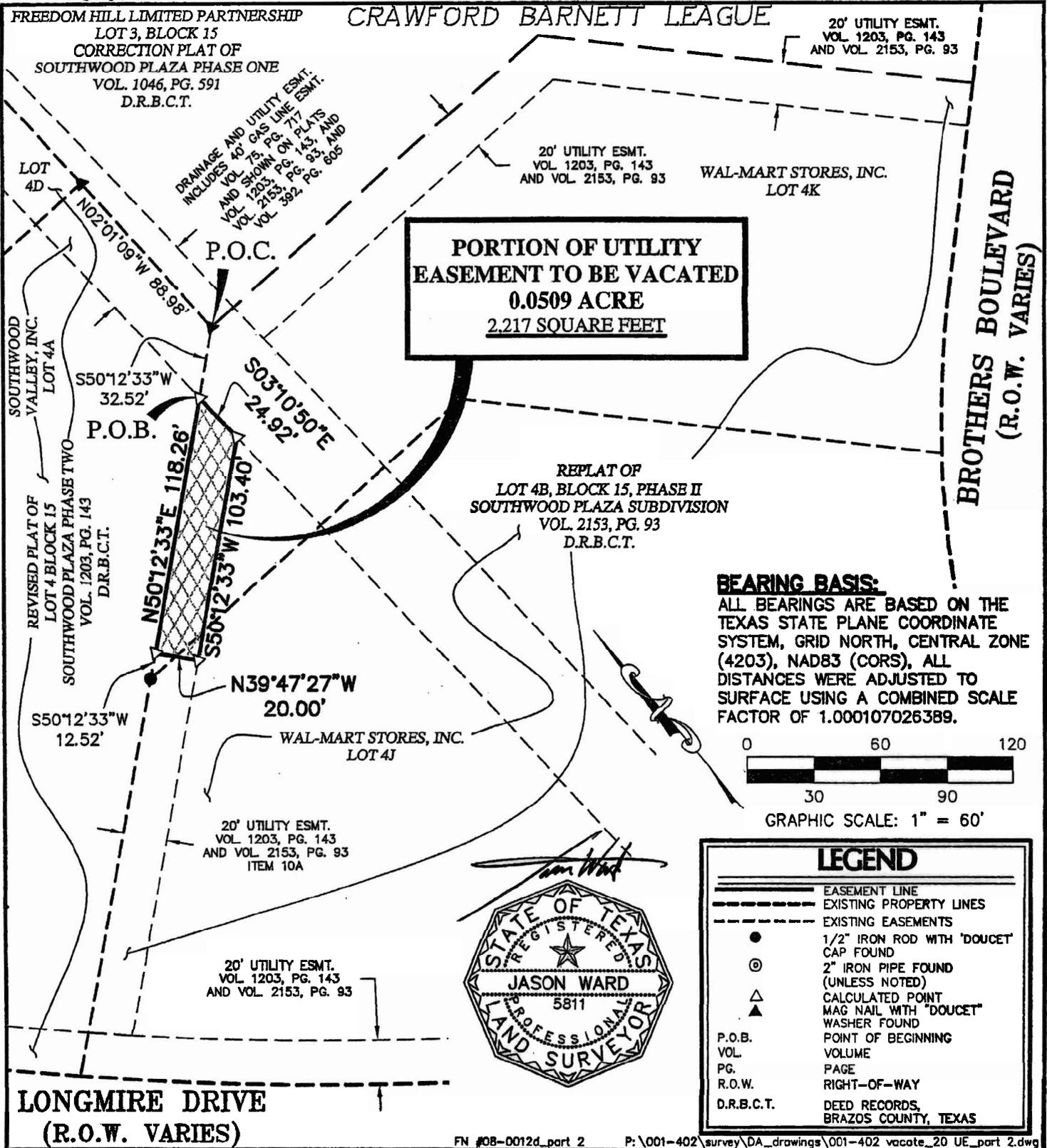
9-19-08

Date

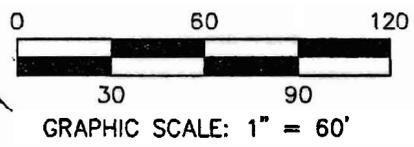
Jason Ward, R.P.L.S.
Texas Registration No. 5811
Doucet & Associates Inc.,
7401 B Hwy. 71 West, Suite 160
Austin, Texas 78735



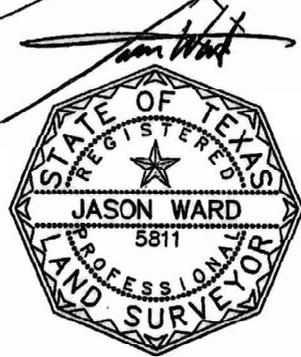
Exhibit A
Sheet 3 of 3



BEARING BASIS:
ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE (4203), NAD83 (CORS), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000107026389.



LEGEND	
	EASEMENT LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
	1/2" IRON ROD WITH "DOUCET" CAP FOUND
	2" IRON PIPE FOUND (UNLESS NOTED)
	CALCULATED POINT
	MAG NAIL WITH "DOUCET" WASHER FOUND
P.O.B.	POINT OF BEGINNING
VOL.	VOLUME
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
D.R.B.C.T.	DEED RECORDS, BRAZOS COUNTY, TEXAS



LONGMIRE DRIVE
(R.O.W. VARIES)

FN #08-0012d_part 2 P:\001-402\survey\DA_drawings\001-402 vacate_20 UE_part 2.dwg

**0.0509 ACRE PORTION
OF UTILITY EASEMENT
TO BE VACATED**
CITY OF COLLEGE STATION,
BRAZOS COUNTY, TEXAS

D&A Doucet & Associates, Inc.
7401 B Hwy. 71 West, Suite 160
Austin, TX 78735, Phone: (512) 583-2600 Fax: (512) 583-2601

AUSTIN, TEXAS - NORTHAMPTON, MASSACHUSETTS - ROSEVILLE, CALIFORNIA
www.doucetandassociates.com

Date:	9/19/2008
Scale:	1"=60'
Drawn by:	JL
Reviewer:	JSW
Project:	001-402
Sheet:	1 of 1
Field Book:	229
Party Chief:	JM
Survey Date:	11/29/07

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.8004 ACRE VARIABLE WIDTH PUBLIC UTILITY EASEMENT, SAID EASEMENT LIES ON LOT 3, BLOCK 15, PHASE 1 OF THE CORRECTION PLAT OF SOUTHWOOD PLAZA SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 1046, PAGE 591 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 0.8004 acre variable width public utility easement, said easement lies on Lot 3, Block 15, Phase 1 of the Correction Plat of Southwood Plaza Subdivision, according to the plat recorded in Volume 1046, Page 591 of the deed 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. Applicant intends to relocate the existing public utility mains located in the Easement to a replacement public utility easement.
3. There is no public need or use for the Easement.
4. There is no anticipated future public need or use for the Easement.
5. 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 0.8004 acre variable width public utility easement, said easement lies on Lot 3, Block 15, Phase 1 of the Correction Plat of Southwood Plaza Subdivision, according to the plat recorded in Volume 1046, Page 591 of the deed records of Brazos County, Texas, as described in

Exhibit "A" attached hereto, be abandoned and vacated only upon completion of the following conditions:

1. That the Applicant remove and relocate the existing public utility mains to another public utility easement.
2. That the City Engineer approve and accept the relocated public utility mains.
3. That the Applicant dedicate the replacement public utility easement to the City in compliance with City standards.
4. That there will be no other infrastructure in the easement to be abandoned.
5. Prior to the acceptance of the construction of the relocated utility lines previously within the Easement approved for abandonment by the City, the then owner of the Subject Property shall deliver to the City an agreement in writing to hold the City harmless, and indemnify the City against all suits, costs, expenses, and damages that may arise or grow out of the City's approval of the abandoned Easement.

If any of the above conditions are not met within eighteen (18) months, 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

Legal Description
Brazos County, Texas

FN No. 08-0012f_Part 1
D&A Job No. 001-402

EXHIBIT "A"

DESCRIPTION OF A TRACT OF LAND CONTAINING 0.8004 ACRE (34,864 SQUARE FEET) SITUATED IN THE CRAWFORD BARNETT LEAUGE, IN BRAZOS COUNTY, TEXAS, BEING OUT OF LOT 3, BLOCK 15 OF THE CORRECTION PLAT OF SOUTHWOOD PLAZA, PHASE ONE, RECORDED IN VOLUME 1046, PAGE 591, OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, (D.R.B.C.T.), AND BEING A PORTION OF A VARIABLE WITH UTILITY EASEMENT AS SHOWN ON PLAT RECORDED IN VOLUME 1046, PAGE 591, SAID 0.8004 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE (4203), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000107026389):

COMMENCING, at a Mag nail with "Doucet" washer found for an angle point in the south line of said Lot 3 and being an angle point in the north line of Lot 4K of the Replat of Lot 4B, Block 15, Phase II, of Southwood Plaza Subdivision, recorded in Volume 2153, Page 93, (D.R.T.C.T.), from which a 2-inch iron pipe found for the common easterly corner of said Lot 3, and said Lot 4K, and also being a point in the northwest Right-of-Way line of Brothers Boulevard, (R.o.w. varies), bears, S43°29'34"E, a distance of 197.66 feet;

THENCE, along the common line of said Lot 4K and said Lot 3, S87°58'05"W, a distance of 16.48 feet to a calculated point for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE, continuing along the common line of said Lot 4K and said Lot 3, S87°58'05"W, a distance of 184.01 feet to a Mag nail with "Doucet" washer found for the southwesterly corner hereof, said point also being a common corner of said Lot 4K, and Lot 4A of the Revised Plat of Lot 4, Block 15, of Southwood Plaza Phase Two, recorded in Volume 1203, Page 143, (D.R.B.C.T.), and being the southwest corner of said Lot 3;

THENCE, along the west line of said Lot 3 and the east line of said Lot 4A, in part with the east line of Lot 4D, and in part with the east line of said Lot 4E, both of said Revised Plat of Lot 4, Block 15, N02°01'09"W, passing at a distance of 88.98 feet a Mag nail with "Doucet" washer found for the southeast corner of said Lot 4D and the west line of said Lot 3, also passing at a distance of 319.68 feet a Mag nail with "Doucet" washer found for the common east corner of said Lot 4D and Lot 4E and the west line of said Lot 3, for a total distance of 382.29 feet to a calculated point for the northwesterly corner hereof;

Exhibit A
Sheet 2 of 4

THENCE, over and across said Lot 3, N87°58'51"E, a distance of 588.54 feet to a calculated point for the northeast corner hereof, said point also being in the east line of said Lot 3 and in the west line of a Drainage and Utility R.o.w. as shown on the Revised Plat of Lots 1 and 2, Block 15, Southwood Plaza, Phase One, recorded in Volume 1212, Page 483, (D.R.B.C.T.);

THENCE, along the common line of said Lot 3 and said Drainage and Utility R.o.w., S06°42'47"W, a distance of 12.77 feet to a 1/2-inch iron rod with "Doucet" cap found for a point of curvature hereof;

THENCE, continuing along the common line of said Lot 3 and said Drainage and Utility R.o.w., along a curve to the right, whose radius is 113.00 feet, whose delta is 06°25'14", whose arc length is 12.66 feet, and whose chord bears, S09°55'24"W, a distance of 12.66 feet to a calculated point for an exterior ell corner hereof;

THENCE, over and across said Lot 3, the following four (4) courses and distances:

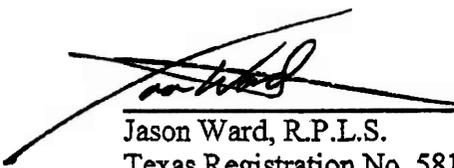
1. S87°58'51"W, a distance of 538.98 feet to a calculated point for an interior ell corner hereof;
2. S02°01'09"E, a distance of 10.00 feet to a calculated point for an interior ell corner hereof;
3. N87°58'51"E, a distance of 494.58 feet to a calculated point for an angle point hereof;
4. S66°02'45"E, a distance of 37.32 feet to a calculated point for a point of curvature hereof, said point being in the east line of said Lot 3, and in the west line of said Drainage and Utility R.o.w.;

THENCE, along the common line of said Lot 3, and said Drainage and Utility R.o.w., along a curve to the right, whose radius is 113.00 feet, whose delta is 10°17'03", whose arc length is 20.28 feet, and whose chord bears, S32°45'40"W, a distance of 20.26 feet to a calculated point for an exterior ell corner hereof;

Exhibit A
Sheet 3 of 4

THENCE, over and across said Lot 3, the following six (6) courses and distances:

1. N66°02'46"W, a distance of 29.64 feet to a calculated point for an angle point hereof;
2. S87°58'51"W, a distance of 486.23 feet to a calculated point for an angle point hereof;
3. S68°43'30"W, a distance of 30.40 feet to a calculated point for an interior ell corner hereof;
4. S02°01'09"E, a distance of 307.26 feet to a calculated point for an interior ell corner hereof;
5. N87°58'05"E, a distance of 164.00 feet to a calculated point for an interior ell corner hereof;
6. S02°01'55"E, a distance of 10.00 feet to the **POINT OF BEGINNING** and containing 0.8004 acre (34,864 sq. ft.) of land, more or less.


Jason Ward, R.P.L.S.
Texas Registration No. 5811
Doucet & Associates Inc.,
7401 B Hwy. 71 West, Suite 160
Austin, Texas 78735

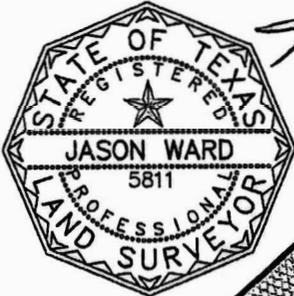
9-19-08
Date



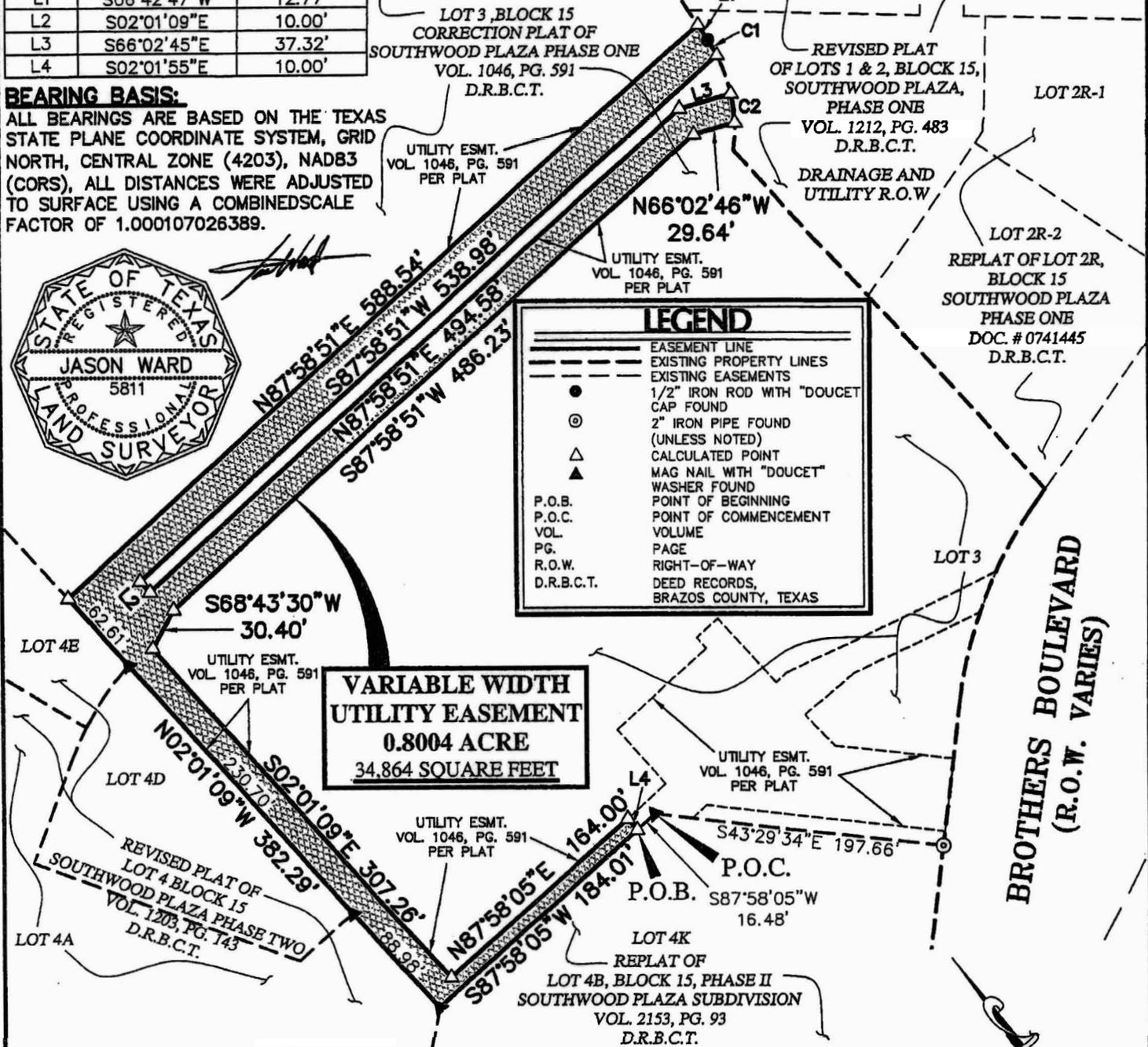
LINE TABLE		
NO.	BEARING	DISTANCE
L1	S06°42'47"W	12.77'
L2	S02°01'09"E	10.00'
L3	S66°02'45"E	37.32'
L4	S02°01'55"E	10.00'

BEARING BASIS:

ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE (4203), NAD83 (CORS), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINEDSCALE FACTOR OF 1.000107026389.



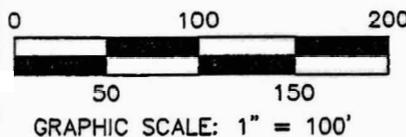
CRAWFORD BARNETT LEAUGE



LEGEND	
---	EASEMENT LINE
- - - -	EXISTING PROPERTY LINES
- · - · -	EXISTING EASEMENTS
●	1/2" IRON ROD WITH "DOUCET" CAP FOUND
⊙	2" IRON PIPE FOUND (UNLESS NOTED)
△	CALCULATED POINT
▲	MAG NAIL WITH "DOUCET" WASHER FOUND
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
VOL.	VOLUME
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
D.R.B.C.T.	DEED RECORDS, BRAZOS COUNTY, TEXAS

VARIABLE WIDTH UTILITY EASEMENT
0.8004 ACRE
34,864 SQUARE FEET

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	12.66'	113.00'	6°25'14"	S09°55'24"W	12.66'
C2	20.28'	113.00'	10°17'03"	S32°45'40"W	20.26'



FN #08-0012f_Part 1

0.8004 ACRE PORTION OF VARIABLE WIDTH UTILITY EASEMENT TO BE VACATED
CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS

D&A Doucet & Associates, Inc.
7401 B Hwy. 71 West, Suite 160
Austin, TX 78735, Phone: (512) 583-2600 Fax: (512) 583-2601

AUSTIN, TEXAS - NORTHAMPTON, MASSACHUSETTS - ROSEVILLE, CALIFORNIA
www.doucetandassociates.com

Date:	9/19/2008
Scale:	1"=100'
Drawn by:	JL
Reviewer:	JSW
Project:	001-402
Sheet:	1 of 1
Field Book:	229
Party Chief:	JM
Survey Date:	11/29/07

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.1217 ACRE VARIABLE WIDTH PUBLIC UTILITY EASEMENT, SAID EASEMENT LIES ON LOT 3, BLOCK 15, PHASE 1 OF THE CORRECTION PLAT OF SOUTHWOOD PLAZA SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 1046, PAGE 591 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 0.1217 acre variable width public utility easement, said easement lies on Lot 3, Block 15, Phase 1 of the Correction Plat of Southwood Plaza Subdivision, according to the plat recorded in Volume 1046, Page 591 of the deed 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. Applicant intends to relocate the existing public utility mains located in the Easement to a replacement public utility easement.
3. There is no public need or use for the Easement.
4. There is no anticipated future public need or use for the Easement.
5. 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 0.1217 acre variable width public utility easement, said easement lies on Lot 3, Block 15, Phase 1 of the Correction Plat of Southwood Plaza Subdivision, according to the plat recorded in Volume 1046, Page 591 of the deed records of Brazos County, Texas, as described in

Exhibit "A" attached hereto, be abandoned and vacated only upon completion of the following conditions:

1. That the Applicant remove and relocate the existing public utility mains to another public utility easement.
2. That the City Engineer approve and accept the relocated public utility mains.
3. That the Applicant dedicate the replacement public utility easement to the City in compliance with City standards.
4. That there will be no other infrastructure in the easement to be abandoned.
5. Prior to the acceptance of the construction of the relocated utility lines previously within the Easement approved for abandonment by the City, the then owner of the Subject Property shall deliver to the City an agreement in writing to hold the City harmless, and indemnify the City against all suits, costs, expenses, and damages that may arise or grow out of the City's approval of the abandoned Easement.

If any of the above conditions are not met within eighteen (18) months, 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

Exhibit A
Sheet 1 of 3

Legal Description
Brazos County, Texas

FN No. 08-0012f Part 3
D&A Job No. 001-402

EXHIBIT "A"

DESCRIPTION OF A TRACT OF LAND CONTAINING 0.1217 ACRE (5,301 SQUARE FEET) SITUATED IN THE CRAWFORD BARNETT LEAUGE, IN BRAZOS COUNTY, TEXAS, BEING OUT OF LOT 3, BLOCK 15 OF THE CORRECTION PLAT OF SOUTHWOOD PLAZA, PHASE ONE, RECORDED IN VOLUME 1046, PAGE 591, OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, (D.R.B.C.T.), AND BEING A PORTION OF A VARIABLE WITH UTILITY EASEMENT AS SHOWN ON PLAT RECORDED IN VOLUME 1046, PAGE 591, SAID 0.1217 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE (4203), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000107026389):

COMMENCING, at a Mag nail with "Doucet" washer found for an angle point in the south line of said Lot 3 and being an angle point in the north line of Lot 4K of the Replat of Lot 4B, Block 15, Phase II, of Southwood Plaza Subdivision, recorded in Volume 2153, Page 93, (D.R.T.C.T.), from which a 2-inch iron pipe found for the common easterly corner of said Lot 3, and said Lot 4K, and also being a point in the northwest Right-of-Way line of Brothers Boulevard, (R.o.w. varies), bears, S43°29'34"E, a distance of 197.66 feet, also from which a Mag nail with "Doucet" washer found for the northerly common corner of said Lot 4K, and Lot 4A of the Revised Plat of Lot 4, Block 15, of Southwood Plaza Phase Two, recorded in Volume 1203, Page 143, (D.R.B.C.T.), and being the southwest corner of said Lot 3, bears, S87°58'05"W, a distance of 200.49 feet;

THENCE, over and across said Lot 3, N58°55'42"E, a distance of 22.32 feet to a calculated point in a west line of a variable width Utility Easement, as shown on said Correction Plat of Southwood Plaza, for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, over and across said Lot 3 the following six (6) courses and distances:

1. with a west line of said Utility Easement, N02°01'09"W, a distance of 49.17 feet to a calculated point for an exterior ell-corner of said Utility Easement and the northwest corner hereof,
2. with a north line of said Utility Easement, N87°58'05"E, a distance of 83.72 feet to a calculated point for an interior ell-corner of said Utility Easement and an interior ell-corner hereof,

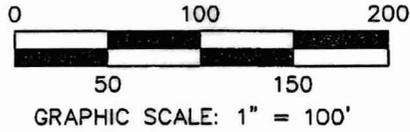
Exhibit A
Sheet 2 of 3

3. with a west line of said Utility Easement, N02°01'09"W, a distance of 10.00 feet to a calculated point for an exterior ell-corner of said Utility Easement and an exterior ell-corner hereof,
4. with a north line of said Utility Easement, N87°58'05"E, a distance of 20.00 feet to a calculated point for an exterior ell corner of said Utility Easement and the northeast corner hereof,
5. with an east line of said Utility Easement, S02°01'09"E, a distance of 59.19 feet to a calculated point for the southeast corner hereof, and
6. over and across said Utility Easement, and continuing over and across said Lot 3, S87°58'45"W, a distance of 103.72 feet to the **POINT OF BEGINNING** and containing 0.1217 acre (5,301 sq. ft.) of land, more or less.

Jason Ward, R.P.L.S.
Texas Registration No. 5811
Doucet & Associates Inc.,
7401 B Hwy. 71 West, Suite 160
Austin, Texas 78735



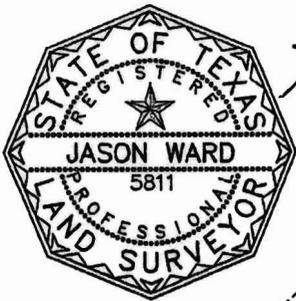
LINE TABLE		
NO.	BEARING	DISTANCE
L1	N02°01'09"W	49.17'
L2	N87°58'05"E	83.72'
L3	N02°01'09"W	10.00'
L4	N87°58'05"E	20.00'
L5	S02°01'09"E	59.19'
L6	S87°58'45"W	103.72'
L7	N58°55'42"E	22.32'



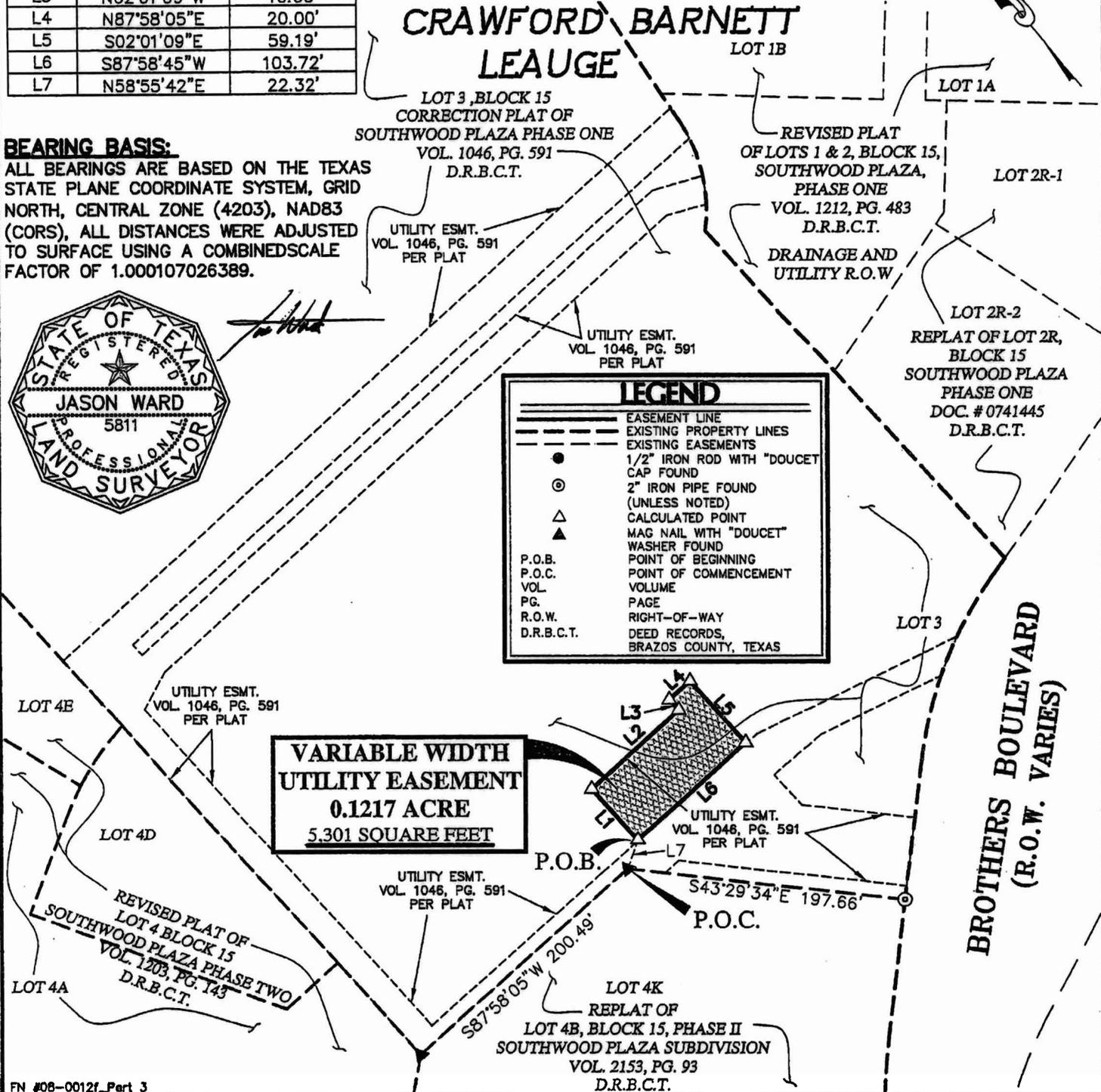
**CRAWFORD BARNETT
LEAUGE**

BEARING BASIS:

ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE (4203), NAD83 (CORS), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000107026389.



LEGEND	
	EASEMENT LINE
	EXISTING PROPERTY LINES
	EXISTING EASEMENTS
	1/2" IRON ROD WITH "DOUCET" CAP FOUND
	2" IRON PIPE FOUND (UNLESS NOTED)
	CALCULATED POINT
	MAG NAIL WITH "DOUCET" WASHER FOUND
	POINT OF BEGINNING
	POINT OF COMMENCEMENT
	VOLUME
	PG.
	R.O.W.
	D.R.B.C.T.



**VARIABLE WIDTH
UTILITY EASEMENT**
0.1217 ACRE
5,301 SQUARE FEET

FN #08-0012f_Part 3

**0.1217 ACRE PORTION OF
A VARIABLE WIDTH
UTILITY EASEMENT TO BE
VACATED**
CITY OF COLLEGE STATION,
BRAZOS COUNTY, TEXAS

D&A Doucet & Associates, Inc.
7401 B Hwy. 71 West, Suite 160
Austin, TX 78735, Phone: (512) 583-2600 Fax: (512) 583-2601

AUSTIN, TEXAS - NORTHAMPTON, MASSACHUSETTS - ROSEVILLE, CALIFORNIA
www.doucetandassociates.com

Date:	9/19/2008
Scale:	1"=100'
Drawn by:	JL
Reviewer:	JSW
Project:	001-402
Sheet:	1 of 1
Field Book:	229
Party Chief:	JM
Survey Date:	11/29/07

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.0759 ACRE VARIABLE WIDTH PUBLIC UTILITY EASEMENT, SAID EASEMENT LIES ON LOT 3, BLOCK 15, PHASE 1 OF THE CORRECTION PLAT OF SOUTHWOOD PLAZA SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 1046, PAGE 591 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 0.0759 acre variable width public utility easement, said easement lies on Lot 3, Block 15, Phase 1 of the Correction Plat of Southwood Plaza Subdivision, according to the plat recorded in Volume 1046, Page 591 of the deed 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. Applicant intends to relocate the existing public utility mains located in the Easement to a replacement public utility easement.
3. There is no public need or use for the Easement.
4. There is no anticipated future public need or use for the Easement.
5. 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 0.0759 acre variable width public utility easement, said easement lies on Lot 3, Block 15, Phase 1 of the Correction Plat of Southwood Plaza Subdivision, according to the plat recorded in Volume 1046, Page 591 of the deed records of Brazos County, Texas, as described in

Exhibit "A" attached hereto, be abandoned and vacated only upon completion of the following conditions:

1. That the Applicant remove and relocate the existing public utility mains to another public utility easement.
2. That the City Engineer approve and accept the relocated public utility mains.
3. That the Applicant dedicate the replacement public utility easement to the City in compliance with City standards.
4. That there will be no other infrastructure in the easement to be abandoned.
5. Prior to the acceptance of the construction of the relocated utility lines previously within the Easement approved for abandonment by the City, the then owner of the Subject Property shall deliver to the City an agreement in writing to hold the City harmless, and indemnify the City against all suits, costs, expenses, and damages that may arise or grow out of the City's approval of the abandoned Easement.

If any of the above conditions are not met within eighteen (18) months, 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

Legal Description
Brazos County, Texas

FN No. 08-0012f_Part 2
D&A Job No. 001-402

EXHIBIT "A"

DESCRIPTION OF A TRACT OF LAND CONTAINING 0.0759 ACRE (3,306 SQUARE FEET) SITUATED IN THE CRAWFORD BARNETT LEAUGE, IN BRAZOS COUNTY, TEXAS, BEING OUT OF LOT 3, BLOCK 15 OF THE CORRECTION PLAT OF SOUTHWOOD PLAZA, PHASE ONE, RECORDED IN VOLUME 1046, PAGE 591, OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, (D.R.B.C.T.), AND BEING A PORTION OF A VARIABLE WITH UTILITY EASEMENT AS SHOWN ON PLAT RECORDED IN VOLUME 1046, PAGE 591, SAID 0.0759 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE (4203), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000107026389):

BEGINNING at a calculated point in the northwest Right-of-Way line of Brothers Boulevard (R.o.w. varies), and being a point in the southeast line of said Lot 3, for the northeast corner and **POINT OF BEGINNING** hereof, from which a 2-inch iron pipe found in the northeast Right-of-Way line of said Brothers Boulevard, and the south line of said Lot 3, bears along a curve to the right, whose radius is 292.70 feet, whose delta is $09^{\circ}54'11''$, whose arc length is 50.59 feet, and whose chord bears, $N70^{\circ}09'51''E$, a distance of 50.53 feet;

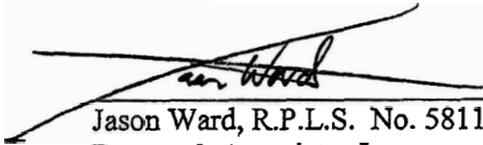
THENCE, along the northwest Right-of-Way line of said Brothers Boulevard, and the south line of said Lot 3, along a curve to the left, whose radius is 292.70 feet, whose delta is $05^{\circ}54'21''$, whose arc length is 30.17 feet, and whose chord bears, $S62^{\circ}15'35''W$, a distance of 30.16 feet to a calculated point for the southeast corner hereof, from which a 2-inch iron pipe found at the common southerly corner of said Lot 3, and the Lot 4K of the Replat of Lot 4B, Block 15, Phase II, of Southwood Plaza Subdivision, recorded in Volume 2153, Page 93 (D.R.B.C.T.), bears the following two (2) courses and distances: along a curve to the left, whose radius is 292.70 feet, whose arc length is 65.13 feet, and whose chord bears $S52^{\circ}55'55''W$, a distance of 65.00 feet to a calculated point and, $S46^{\circ}30'26''W$, a distance of 97.86 feet;

THENCE, departing the northwest Right-of-Way line of said Brothers Boulevard, over and across said Lot 3, the following five (5) courses and distances:

1. along a south line of said variable width utility easement, $N76^{\circ}11'45''W$, a distance of 95.62 feet to a calculated point for an angle point hereof;
2. continuing along a south line of said easement, $S87^{\circ}58'05''W$, a distance of 42.39 feet to a calculated point for the southwest corner hereof;
3. over and across said easement, $N01^{\circ}41'06''W$, a distance of 29.92 feet to a calculated point for the northwest corner hereof;

Exhibit A
Sheet 2 of 3

4. along a north line of said easement, N87°58'05"E, a distance of 10.00 feet to a calculated point for an angle point hereof, and;
5. continuing along a north line of said easement, S76°11'45"E, a distance of 157.34 feet to the **POINT OF BEGINNING** and containing 0.0759 acre (3,306 sq. ft.) of land, more or less.



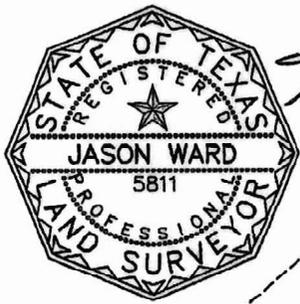
Jason Ward, R.P.L.S. No. 5811
Doucet & Associates Inc.
7401 B Hwy. 71 West, Suite 160
Austin, Texas 78735

7-19-08

Date



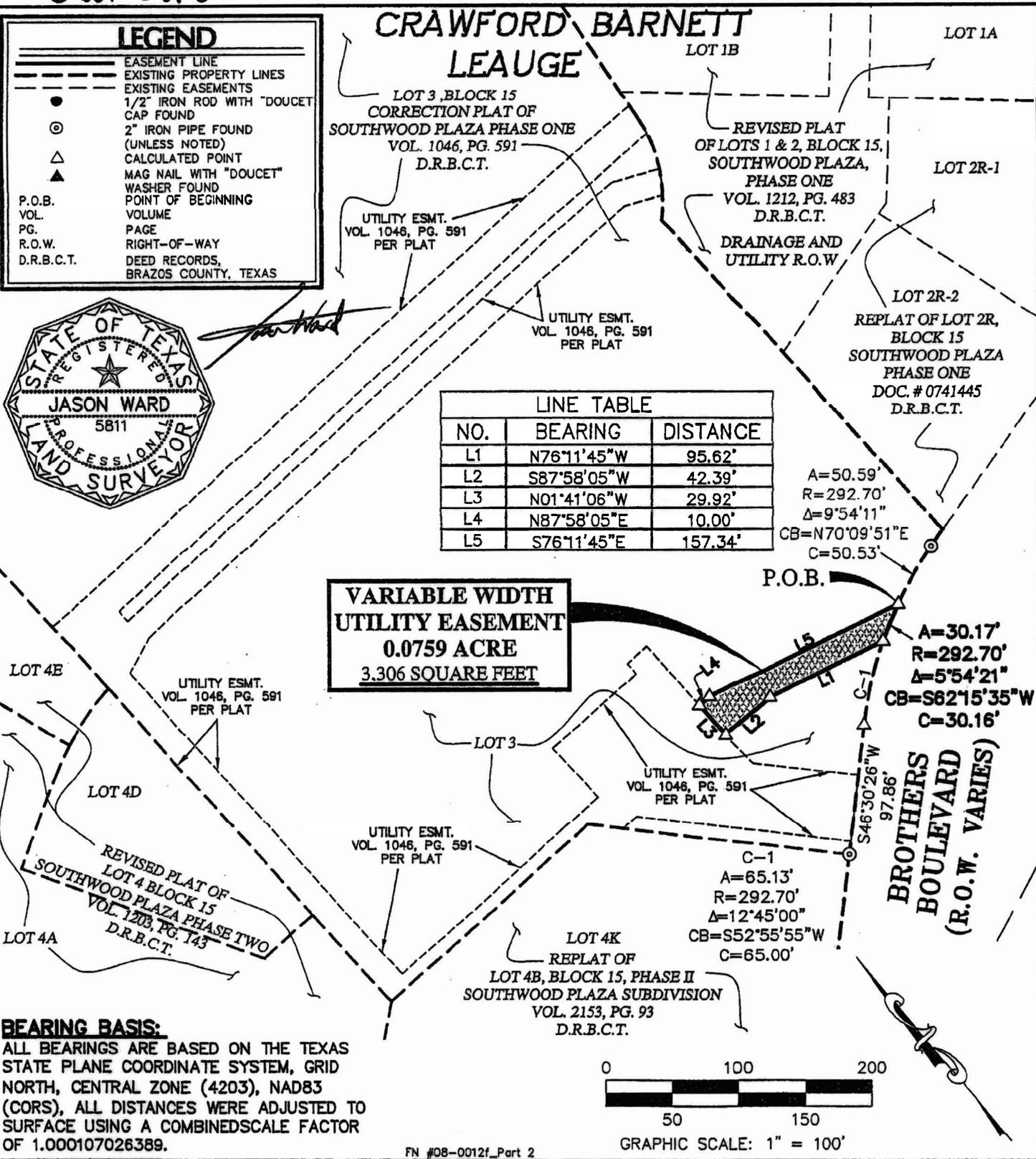
LEGEND	
---	EASEMENT LINE
---	EXISTING PROPERTY LINES
---	EXISTING EASEMENTS
●	1/2" IRON ROD WITH "DOUCET" CAP FOUND
⊙	2" IRON PIPE FOUND (UNLESS NOTED)
△	CALCULATED POINT
▲	MAG NAIL WITH "DOUCET" WASHER FOUND
P.O.B.	POINT OF BEGINNING
VOL.	VOLUME
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
D.R.B.C.T.	DEED RECORDS, BRAZOS COUNTY, TEXAS



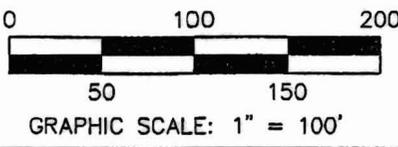
CRAWFORD BARNETT LEAUGE

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N76°11'45"W	95.62'
L2	S87°58'05"W	42.39'
L3	N01°41'06"W	29.92'
L4	N87°58'05"E	10.00'
L5	S76°11'45"E	157.34'

VARIABLE WIDTH UTILITY EASEMENT
0.0759 ACRE
3,306 SQUARE FEET



BEARING BASIS:
ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE (4203), NAD83 (CORS), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000107026389.



0.0759 ACRE PORTION OF A VARIABLE WIDTH UTILITY EASEMENT TO BE VACATED
CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS

D&A Doucet & Associates, Inc.
7401 B Hwy. 71 West, Suite 160
Austin, TX 78735, Phone: (512) 583-2600 Fax: (512) 583-2601

AUSTIN, TEXAS - NORTHAMPTON, MASSACHUSETTS - ROSEVILLE, CALIFORNIA
www.doucetandassociates.com

Date:	9/19/2008
Scale:	1"=100'
Drawn by:	JL
Reviewer:	JSW
Project:	001-402
Sheet:	1 of 1
Field Book:	229
Party Chief:	JM
Survey Date:	11/29/07

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.8085 ACRE PORTION OF A VARIABLE WIDTH PUBLIC UTILITY AND DRAINAGE EASEMENT, SAID EASEMENT LIES ON LOT 4K AND LOT 4J OF THE REPLAT OF LOT 4B, BLOCK 15, PHASE 2 OF THE SOUTHWOOD PLAZA SUBDIVISION, AND LOT 4A, LOT 4D, AND LOT 4E OF THE REVISED PLAT OF LOT 4, BLOCK 15, PHASE 2 OF THE SOUTHWOOD PLAZA SUBDIVISION ACCORDING TO THE PLAT RECORDED IN VOLUME 2153, PAGE 93 AND VOLUME 1203, PAGE 143 RESPECTIVELY OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 0.8085 acre portion of a variable width public utility and drainage easement, said easement lies on Lot 4K and Lot 4J of the Replat of Lot 4B, Block 15, Phase 2 of the Southwood Plaza Subdivision, and Lot 4A, Lot 4D, and Lot 4E of the Revised Plat of Lot 4, Block 15, Phase 2 of the Southwood Plaza Subdivision according to the plat recorded in Volume 2153, Page 93 and Volume 1203, Page 143 respectively of the Deed 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. Applicant intends to relocate the existing public utility mains located in the Easement to a replacement public utility easement.
3. There is no public need or use for the Easement.
4. There is no anticipated future public need or use for the Easement.
5. 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 0.8085 acre portion of a variable width public utility and drainage easement, said easement lies on Lot 4K and Lot 4J of the Replat of Lot 4B, Block 15, Phase 2 of the Southwood Plaza Subdivision, and Lot 4A, Lot 4D, and Lot 4E of the Revised Plat of Lot 4, Block 15, Phase 2 of the Southwood Plaza Subdivision according to the plat recorded in Volume 2153, Page 93 and Volume 1203, Page 143 respectively of the Deed Records of Brazos County, Texas, as described in Exhibit "A" attached hereto, be abandoned and vacated only upon completion of the following conditions:

1. That the Applicant remove and relocate the existing public utility mains to another public utility easement.
2. That the City Engineer approve and accept the relocated public utility mains.
3. That the Applicant dedicate the replacement public utility easement to the City in compliance with City standards.
4. That there will be no other infrastructure in the easement to be abandoned.

If any of the above conditions are not met within eighteen (18) months, 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

Exhibit A
Sheet 1 of 3

Legal Description
Brazos County, Texas

FN No. 08-0012cR
D&A Job No. 001-402

EXHIBIT "A"

DESCRIPTION OF A TRACT OF LAND CONTAINING 0.8085 ACRE (35,219 SQUARE FEET) SITUATED IN THE CRAWFORD BARNETT LEAUGE, IN BRAZOS COUNTY, TEXAS, BEING A PORTION OF LOT 4K AND LOT 4J OF THE REPLAT OF LOT 4B, BLOCK 15, PHASE II OF SOUTHWOOD PLAZA SUBDIVISION, RECORDED IN VOLUME 2153, PAGE 93, OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, (D.R.B.C.T.), ALSO BEING A PORTION OF LOT 4A, LOT 4D, AND LOT 4E OF THE REVISED PLAT OF LOT 4, BLOCK 15, OF SOUTHWOOD PLAZA, PHASE TWO, RECORDED IN VOLUME 1203, PAGE 143, D.R.B.C.T., AND BEING A PORTION OF A DRAINAGE AND UTILITY EASEMENT AS SHOWN ON SAID REPLAT OF LOT 4B, BLOCK 15, PHASE II OF SOUTHWOOD PLAZA SUBDIVISION, AND SAID CORRECTION PLAT OF SOUTHWOOD PLAZA, SAID 0.8085 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE (4203), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000107026389):

COMMENCING at a Mag nail with "Doucet" washer found for the northeast corner of said Lot 4E, and being a point in the west line of Lot 3, Block 15, of the Correction Plat of Southwood Plaza, Phase One, recorded in Volume 1046, Page 591, D.R.B.C.T., also being the southeast corner of Lot 4F of said Revised Plat of Lot 4, Block 15, of Southwood Plaza, Phase Two, from which a 2-inch iron pipe found for the northwesterly corner of said Lot 3, and being a point in the south Right-of-Way line of Harvey Mitchell Parkway South, (a.k.a. F.M. 2818), (R.o.w. varies), also being the northeast corner of said Lot 4F, bears, N02°01'09"W, a distance of 175.65 feet;

THENCE, with the west line of said Lot 3, and the east line of said Lot 4E, S02°01'09"E, a distance of 25.00 feet to a calculated point for the northeast corner hereof, for the **POINT OF BEGINNING** hereof;

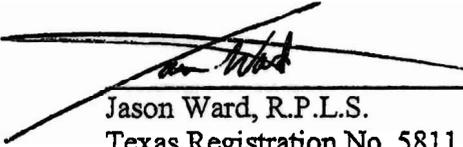
THENCE, with the west line of said Lot 3, in part with the east line of said Lot 4E, in part with the east line of said Lot 4D, and in part with an east line of said Lot 4A, S02°01'09"E, a distance of 648.87 feet to a Mag nail with "Doucet" washer found for an interior ell-corner hereof, said point the easterly north corner of said Lot 4K, being the east corner of Lot 4A, and the southwesterly most corner of said Lot 3;

Exhibit A
Sheet 2 of 3

THENCE, with the common line of said Lot 3 and said Lot 4K, N87°58'05"E, a distance of 13.63 feet to a calculated point for an exterior ell-corner hereof;

THENCE, leaving the south line of said Lot 3, in part over and across said Lots 4K and 4J, both of said Replat of Lot 4B, Block 15, Phase II of Southwood Plaza Subdivision, and in part over and across said Lots 4A, 4D, and 4E, all of said Revised Plat of Lot 4, Block 15, Southwood Plaza, Phase Two, the following five (5) courses and distances:

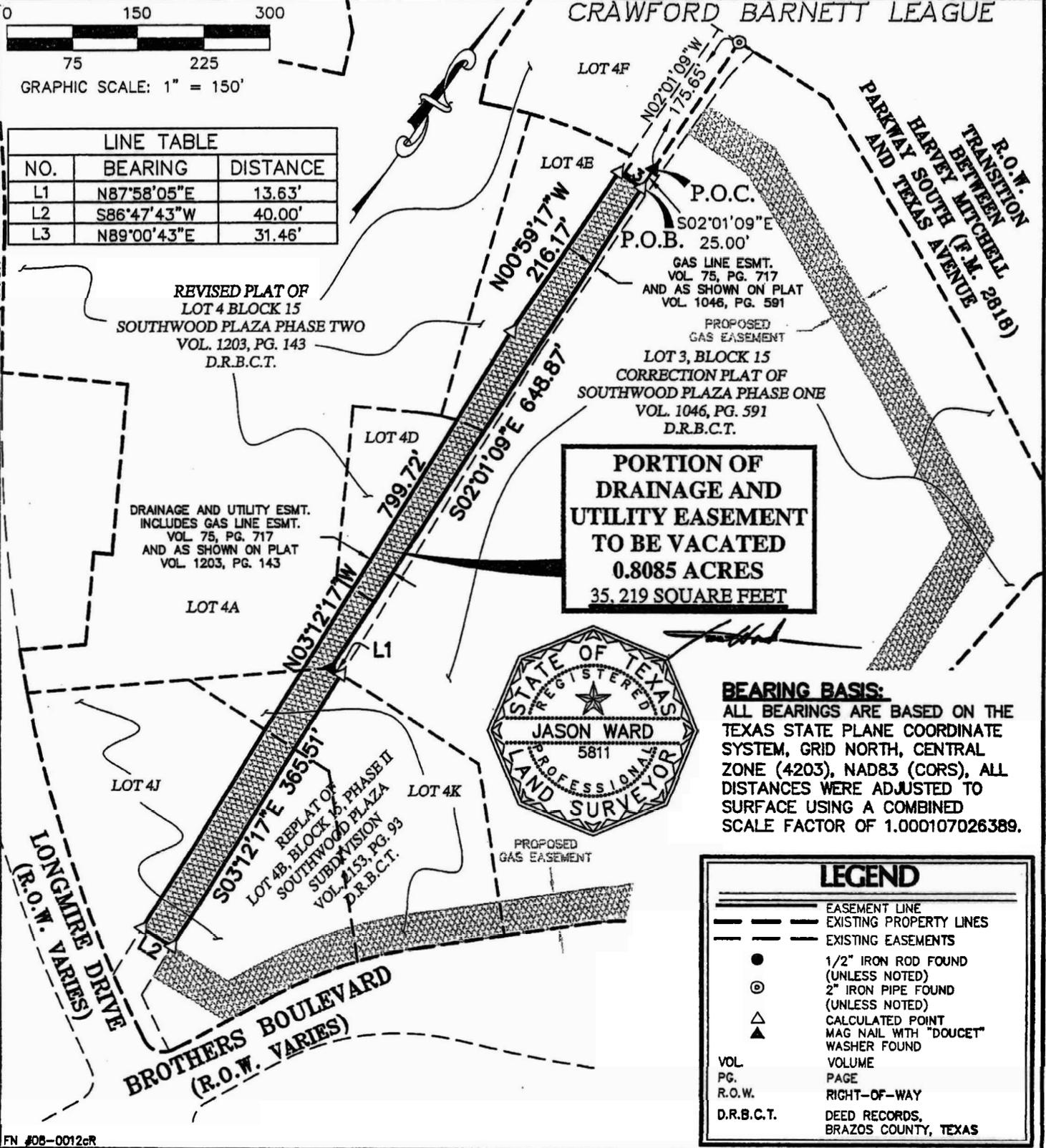
1. with the east line of said Drainage and Utility Easement, S03°12'17"E, a distance of 365.51 feet to a calculated point for the southeast corner hereof,
2. S86°47'43"W, a distance of 40.00 feet to a calculated point for the southwest corner hereof, said point being in the east line of said Drainage and Utility Easement,
3. with the west line of said Drainage and Utility Easement, N03°12'17"W, a distance of 799.72 feet to a calculated point for an angle point hereof;
4. with the west line of said Drainage and Utility Easement, N00°59'17"W, a distance of 216.17 feet to a calculated point for the northwest corner hereof;
5. over and across said Drainage and Utility Easement, N89°00'43"E, a distance of 31.46 feet to the **POINT OF BEGINNING** and containing 0.8085 acre (35,219 sq. ft.) of land, more or less.


Jason Ward, R.P.L.S.
Texas Registration No. 5811
Doucet & Associates Inc.,
7401 B Hwy. 71 West, Suite 160
Austin, Texas 78735

9-18-08
Date



Exhibit A
Sheet 3 of 3



0.8085 ACRE PORTION OF DRAINAGE AND UTILITY EASEMENT TO BE VACATED
CITY OF COLLEGE STATION,
BRAZOS COUNTY, TEXAS

D&A Doucet & Associates, Inc.
7401 B Hwy. 71 West, Suite 160
Austin, TX 78735, Phone: (512) 583-2600 Fax: (512) 583-2601

AUSTIN, TEXAS - NORTHAMPTON, MASSACHUSETTS - ROSEVILLE, CALIFORNIA
www.doucetandassociates.com

Date:	9/18/2008
Scale:	1"=150'
Drawn by:	JL
Reviewer:	JSW
Project:	001-402
Sheet:	1 of 1
Field Book:	229
Party Chief:	JM
Survey Date:	11/29/07

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.2874 PORTION OF A VARIABLE WIDTH PUBLIC UTILITY AND DRAINAGE EASEMENT, SAID EASEMENT LIES ON LOT 4A, LOT 4D, AND LOT 4E OF THE REVISED PLAT OF LOT 4, BLOCK 15, PHASE 2 OF THE SOUTHWOOD PLAZA SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 1203, PAGE 143 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 0.2874 portion of a variable width public utility and drainage easement, said easement lies on Lot 4A, Lot 4D, and Lot 4E of the Revised Plat of Lot 4, Block 15, Phase 2 of the Southwood Plaza Subdivision, according to the plat recorded in Volume 1203, Page 143 of the Deed 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. Applicant intends to relocate the existing public utility mains located in the Easement to a replacement public utility easement.
3. There is no public need or use for the Easement.
4. There is no anticipated future public need or use for the Easement.
5. 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 0.2874 portion of a variable width public utility and drainage easement, said easement lies on Lot 4A, Lot 4D, and Lot 4E of the Revised Plat of Lot 4, Block 15, Phase 2 of the Southwood Plaza Subdivision, according to the plat recorded in Volume 1203, Page 143 of the Deed Records of Brazos County, Texas, as described in Exhibit "A" attached hereto, be abandoned and vacated only upon completion of the following conditions:

1. That the Applicant remove and relocate the existing public utility mains to another public utility easement.
2. That the City Engineer approve and accept the relocated public utility mains.
3. That the Applicant dedicate the replacement public utility easement to the City in compliance with City standards.
4. That there will be no other infrastructure in the easement to be abandoned.

If any of the above conditions are not met within eighteen (18) months, 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

Legal Description
Brazos County, Texas

FN No. 08-0012eR
D&A Job No. 001-402

EXHIBIT "A"

DESCRIPTION OF A TRACT OF LAND CONTAINING 0.2874 ACRE (12,521 SQUARE FEET) SITUATED IN THE CRAWFORD BARNETT LEAUGE, IN BRAZOS COUNTY, TEXAS, BEING A PORTION OF LOT 4A, LOT 4D, AND LOT 4E OF THE REVISED PLAT OF LOT 4, BLOCK 15, OF SOUTHWOOD PLAZA, PHASE TWO, RECORDED IN VOLUME 1203, PAGE 143, OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, (D.R.B.C.T.), ALSO BEING A PORTION OF A VARIABLE WIDTH DRAINAGE AND UTILITY EASEMENT AS SHOWN ON SAID REVISED PLAT OF LOT 4, BLOCK 15, OF SOUTHWOOD PLAZA, PHASE TWO, SAID 0.2874 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE (4203), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000107026389):

COMMENCING at a Mag nail with "Doucet" washer found for the southwest corner of Lot 4F of said Revised Plat of Lot 4, Block 15, Southwood Plaza, Phase Two, and being an interior ell-corner of said Lot 4A, said point also being a point in the south line of a 20-foot wide Utility Easement as recorded in Volume 1203, Page 143, D.R.B.C.T., from which a 1/2-inch iron rod found at an angle point in the west line of said Lot 4F, also being an angle point in the northeast line of said Lot 4A, bears, N23°08'34"W, a distance of 50.00 feet;

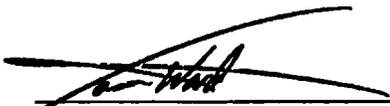
THENCE, departing the southwest corner of said Lot 4F, and the interior ell corner of said Lot 4A, and the south line of a 20-foot wide Utility Easement, over and across said Lot 4A, with the west line of said Drainage and Utility Easement, S25°50'27"E, a distance of 25.03 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** hereof,

THENCE, in part over and across said Lots 4A, 4D, and 4E, all of said Revised Plat of Lot 4, Block 15, Southwood Plaza, Phase Two, the following ten (10) courses and distances:

1. over and across said Drainage and Utility Easement, N66°51'26"E, a distance of 20.02 feet to a calculated point for the northeast corner hereof,
2. with the east line of said Drainage and Utility Easement, S25°50'27"E, a distance of 277.07 feet to a calculated point for an angle point hereof,
3. N87°54'48"E, a distance of 32.76 feet to a calculated point for an angle point hereof, said point being in the west line of a variable width Drainage and Utility Easement as shown on said Revised Plat of Lot 4, Block 15, Southwood Plaza, Phase Two, D.R.B.C.T.,

Exhibit A
Sheet 2 of 3

4. with the west line of said Drainage and Utility Easement as shown on said Revised Plat of Lot 4, Block 15, Southwood Plaza, Phase Two, $S03^{\circ}10'50''E$, a distance of 58.84 feet to a calculated point for the southeast corner hereof, and being the beginning of a non-tangent curve to the left,
5. 27.40 feet along the arc of said curve to the left, having a radius of 190.00 feet, through a central angle of $08^{\circ}15'51''$, whose chord bears, $S68^{\circ}16'31''W$, a distance of 27.38 feet to a calculated point for the southerly most corner hereof
6. $N25^{\circ}50'27''W$, a distance of 40.79 feet to a calculated point for an interior ell-corner hereof,
7. $S53^{\circ}49'29''W$, a distance of 94.62 feet to a calculated point for the southwestern corner hereof,
8. over and across said Drainage and Utility Easement as shown on said Revised Plat of Lot 4, Block 15, of Southwood Plaza, Phase Two, $N29^{\circ}30'25''W$, a distance of 47.74 feet,
9. $N55^{\circ}10'54''E$, a distance of 97.33 feet to a calculated point for an interior ell-corner hereof, said point being in the west line of said Drainage and Utility Easement, and
10. with the west line of said Drainage and Utility Easement, $N25^{\circ}50'27''W$, a distance of 256.90 feet to the **POINT OF BEGINNING** and containing 0.2874 acre (12,521 sq. ft.) of land, more or less.

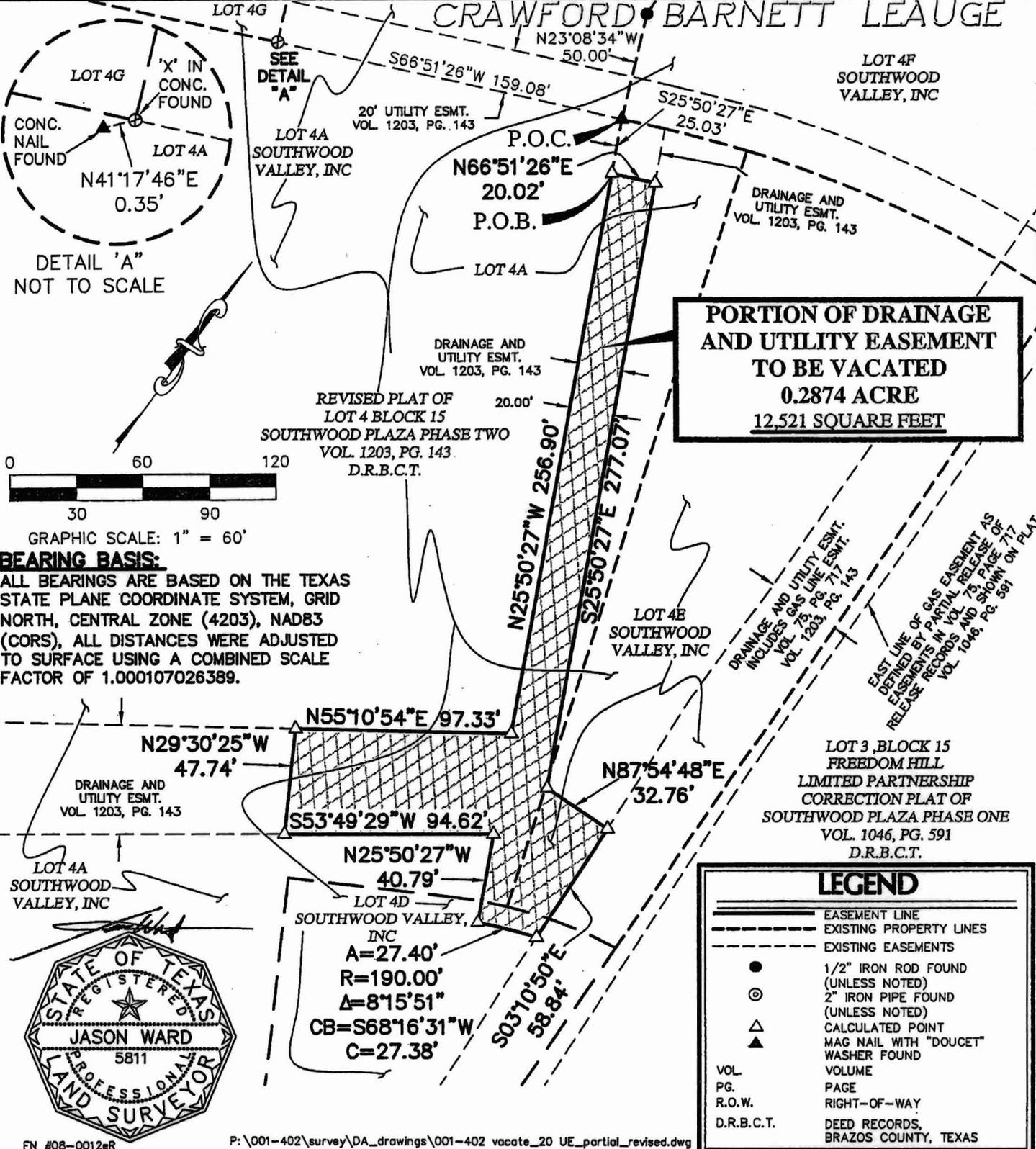

Jason Ward, R.P.L.S.
Texas Registration No. 5811
Doucet & Associates Inc.,
7401 B Hwy. 71 West, Suite 160
Austin, Texas 78735

9-18-08
Date



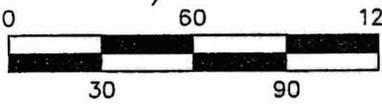
Exhibit A
Sheet 3 of 3

CRAWFORD BARNETT LEAUGE

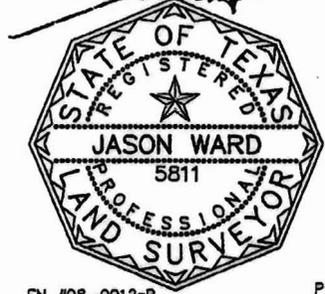


PORTION OF DRAINAGE AND UTILITY EASEMENT TO BE VACATED
0.2874 ACRE
12,521 SQUARE FEET

DETAIL 'A'
NOT TO SCALE



BEARING BASIS:
 ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE (4203), NAD83 (CORS), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000107026389.



LEGEND	
---	EASEMENT LINE
---	EXISTING PROPERTY LINES
---	EXISTING EASEMENTS
●	1/2" IRON ROD FOUND (UNLESS NOTED)
⊙	2" IRON PIPE FOUND (UNLESS NOTED)
△	CALCULATED POINT
▲	MAG NAIL WITH "DOUCET" WASHER FOUND
VOL.	VOLUME
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
D.R.B.C.T.	DEED RECORDS, BRAZOS COUNTY, TEXAS

0.2874 ACRE PORTION OF DRAINAGE AND UTILITY EASEMENT TO BE VACATED
 CITY OF COLLEGE STATION,
 BRAZOS COUNTY, TEXAS

D&A Doucet & Associates, Inc.
 7401 B Hwy. 71 West, Suite 160
 Austin, TX 78735, Phone: (512) 583-2600 Fax: (512) 583-2601
 AUSTIN, TEXAS - NORTHAMPTON, MASSACHUSETTS - ROSEVILLE, CALIFORNIA
www.doucetandassociates.com

Date:	9/18/2008
Scale:	1"=60'
Drawn by:	JWS
Reviewer:	JSW
Project:	001-402
Sheet:	1 of 1
Field Book:	229
Party Chief:	JM
Survey Date:	11/29/07

November 5, 2008
Regular Agenda Item 2
Revisions to the UDO and Subdivision Regulations to address ETJ issues

To: Glenn Brown, City Manager

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

Agenda Caption: Public hearing, presentation, possible action, and discussion regarding an ordinance to amend Chapter 9 of the City of College Station Code of Ordinances, Subdivision Regulations, and amend Chapter 12 of the City of College Station Code of Ordinances, Unified Development Ordinance (UDO) to remove master plans and amend standards relating to the Extraterritorial jurisdiction, including minimum lot size, minimum lot width, and urban street design.

Recommendation(s): At their October 16th meeting, the P&Z Commission recommended approval (6-1 with Stearns voting against) of the proposed Ordinance. Staff also recommended approval.

Summary: Over the past several years College Station has experienced an increased rate of development in the ETJ. In an effort to address concerns identified by the Planning and Zoning Commission and the City Council, Council directed staff to retain a planning consultant to identify the reasons for this development and to identify options to better manage the development. This report with its recommendations was presented to the Parks and Recreation Board, the Planning and Zoning Commission, and the City Council in the summer of 2007. Council directed staff to engage with stakeholders and to bring forward ordinance revisions as appropriate. A number of stakeholder meetings were held as well as additional meetings with the Planning and Zoning Commission and the Council.

Through these various meetings it became clear that it was not likely a consensus could be reached on many of the issues identified in the report nor on the specific standards identified in the report. Staff therefore offers the following as a partial (and less stringent) recommendation for implementing the recommendations contained within the report.

1. Removal of master plans as a requirement/option
2. Establishment of a minimum lot size in the ETJ of 2 acre
3. Establishment of a minimum lot width of 400' along thoroughfares and 100' along subdivision roads in the ETJ
4. Removal of the urban street design as a requirement/option in the ETJ

The remaining items contained in the report will be further addressed through the development of the city Comprehensive Plan update and the subsequent ordinance revisions. These recommended changes to the UDO and Subdivision Regulations are designed to be supported by complimentary CCN and sewer extension policies and annexation policies that will be discussed at upcoming Council meetings.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance for Unified Development Ordinance
2. Ordinance for Subdivision Regulations
3. Draft Planning & Zoning Commission Meeting minutes, October 16, 2008

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE", ARTICLE 2 "DEVELOPMENT REVIEW BODIES" AND ARTICLE 3 "DEVELOPMENT REVIEW PROCEDURES", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That Chapter 12, "Unified Development Ordinance," Section 2.2.D.3, "Final Action", Section 2.8, "Summary of Review Authority", Section 3.1.B.1, "Mandatory Conference", and Section 3.3.I.1, "Master Plan Review", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.
- PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 5th day of November, 2008.

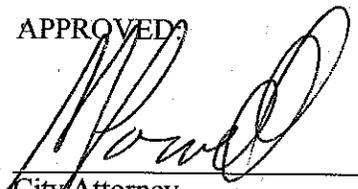
APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

Part I

That Chapter 12, "Unified Development Ordinance," Section 2.2.D.3, "Final Action", of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending said subsection to read as follows:

"The Planning and Zoning commission shall hear and take final action on the following:

- a. Applicable appeals of decisions of the Design Review Board;
- b. Preliminary and final plats, replats, development plats, and minor plats not approved by staff under Section 3.3.H Minor Subdivision Plat Review herein;
- c. Waivers of the standards in Article 8, Subdivision Design and Improvements;
- d. Appeal of the Administrator's denial of a final minor or amending plat;
- e. Appeal of the Administrator's denial to amend the color palette for Northgate roof colors;
- f. Appeal of the Administrator's denial of an alternative parking plan; and
- g. Appeal of the Administrator's interpretation of the provisions of CHAPTER 9, SUBDIVISION REGULATIONS, OF THE CITY OF COLLEGE STATION CODE OF ORDINANCES."

Part II

That Chapter 12, "Unified Development Ordinance," Section 2.8, "Summary of Review Authority", of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending said section to read as follows:

"The following table summarizes the authority of the various review bodies and staff.

PROCEDURE	CC	P&Z	ZBA	DRB	LC	Admin.	BO	DE
CITY COUNCIL (CC)								
Oversize Participation	D							R
Development Agreement	D					RR		R
Conditional Use permit	D	R				RR		
Zoning Map Amendment	D	R				RR		
Zoning Map Amendment (HP)	D	R				RR		
PDD / P-MUD Concept Plan	D	R				RR		
Text Amendment	D	R				RR		
Comp. Plan Amendment	D	R				RR		
Impact Fee / CIP Priorities	D	R						
PLANNING & ZONING COMMISSION (P&Z)								
Zoning Map Amendment (HP)		R			R	RR		
Preliminary Plat		D				RR		R
Final Plat		D				RR		R

Development Plat			D				RR		R
Waiver of Subdivision Standard			D				RR		R
ZONING BOARD OF ADJUSTMENT (ZBA)									
Variance				D			RR	RR	RR
Administrative Appeal				D			R		
Zoning Map Interpretation				D			R		
DESIGN REVIEW BOARD (DRB)									
WPC District Site Plan			A		D		R		
WPC District Building/Sign Review			A		D		R		
WPC Parking Waivers			A		D		R		
NG Waivers					D		R		
Non-Residential Arch. Standards Waiver					D		RR		
Gateway Grants	A				D		RR		
LANDMARK COMMISSION (LC)									
Certificates of Appropriateness	A						D	RR	
Certificates of Demolition	A						D	RR	
ADMINISTRATOR									
Interpretation			A**	A				D	
Sign Permit				A				D	
Site Plan			A		A*			D	
Administrative Adjustment				A				D	
WPC District Building or Sign, Minor				A				D	
Minor or Amending Plat			A					D	R
PD Concept Plan Minor Amend.			A					D	
NG Roof Color Palette Amendment			A					D	
Certificate of Appropriateness, Routine							A	D	
Alternative Parking Plans			A					D	R
BUILDING OFFICIAL (BO)									
Building Permit									D
Certificate of Occupancy							R		D
Certificate of Completion							R		D R
DEVELOPMENT ENGINEER (DE)									
Development Permit									D
Driveway Application					A				D
Alternative Const. Material					A				D
*Section 3.5.E. Site Plan Review Criteria and 3.6.E. Wolf Pen Creek Design District General Site Plan Review Criteria only.									
**Subdivision Regs. only. KEY: A=Appeal R=Recommend D=Final Action/Decision RR=Review/Report									

Part III

That Chapter 12, "Unified Development Ordinance," Section 3.1.B.1, "Mandatory Conference", of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending said subsection to read as follows:

"A mandatory Preapplication Conference with the Development Staff shall be required for:

- a. Development permits with areas of special flood hazard;
- b. Design district site plans;
- c. Development plats;
- d. Conditional use permits;
- e. Zoning map amendments (rezonings); and
- f. Concept plans (PDD and P-MUD zoned properties).

Upon consideration of the proposal, the Administrator may waive the requirement for a mandatory Preapplication Conference."

Part IV

That Chapter 12, "Unified Development Ordinance," Section 3.3.I.1, "Master Plan Review", of the Code of Ordinances of the City of College Station, Texas, is hereby amended by deleting said subsection in its entirety.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 9, "SUBDIVISION REGULATIONS", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 9, "Subdivision Regulations", Section 3 "Definitions", Section 5 "Variances", Section 6-B "Master Development Plan", and Section 13 "Special Conditions in Area of Extraterritorial Jurisdiction", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). 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 5th day of November, 2008.

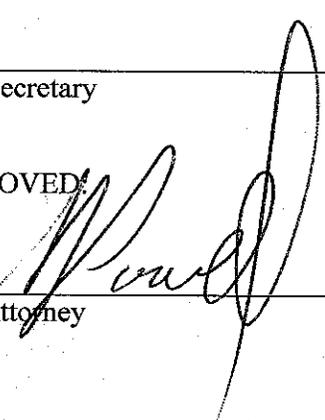
APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

Part I

That Chapter 9, "Subdivision Regulations", Section 3, "Definitions", of the Code of Ordinances of the City of College Station, Texas, is hereby amended by deleting the definition of "Master Development Plan" from the Section.

Part II

That Chapter 9, "Subdivision Regulations", Section 5-C, "Variance from Water Flow Requirements", of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending said subsection to read as follows:

"5-C Variance from Water Flow Requirements

It is specifically intended and hereby provided that the various provisions of Section 5, "Variances", shall not apply to fire flow provisions set out in Sections 8-O, 12-P.4 and 13-E."

Part III

That Chapter 9, "Subdivision Regulations", Section 5, "Variances", of the Code of Ordinances of the City of College Station, Texas, is hereby amended by adding subsection 5-D to read as follows:

"5-D Variance from Lot Size

It is specifically intended and hereby provided that the various provisions of Section 5, "Variances", shall not apply to lot size provisions set out in Section 13-C."

Part IV

That Chapter 9, "Subdivision Regulations", Section 6-B, "Master Development Plan", of the Code of Ordinances of the City of College Station, Texas, is hereby amended by deleting said subsection in its entirety.

Part V

That Chapter 9, "Subdivision Regulations", Section 13, "Special Conditions in Area of Extraterritorial Jurisdiction", of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending said Section to read as follows:

"13-A. General

The requirements of Section 12, Rural Residential Subdivision Regulations, shall apply to subdivisions in the area of extraterritorial jurisdiction, with the following modifications:

(Ordinance No. 2404 of August 12, 1999)

13-B. Streets

Streets shall be in conformity with the requirements of Section 12-I, except that the rural sections, as defined in the *Bryan/College Station Unified Design Guidelines* and the *Bryan/College Station Unified Technical Specifications* shall be used. The minimum right-of-way width shall be seventy feet (70'), and if a thoroughfare, as shown on the City's or County's Thoroughfare Plan, crosses or forms a boundary of the subdivision, a rural collector section shall be required.

13-C. Lot Size

The minimum lot size shall be two (2) acres.

13-D. Lot Width

The minimum lot width abutting a roadway classified as thoroughfare shall be four-hundred feet (400'). The minimum lot width abutting all other roadways shall be one-hundred feet (100').

13-E. Water Supply

Water for all ETJ subdivisions shall be as provided by the City Standards. The requirements will include the fire flow requirements as provided by the International Fire Code and the *Bryan/College Station Unified Design Guidelines* and the *Bryan/College Station Unified Technical Specifications* and all applicable state and federal requirements.

(Ordinance No. 2740 of August 9, 2004)

13-F. Sanitary Sewers

The sanitary sewer system shall comply with requirements of the Texas Commission on Environmental Quality and the Brazos County Health Department.

13-G. Drainage

Drainage may be by surface channels.

13-H. Street Lights

Street lights are not required.

13-I. Electric Service

Electric service will not be supplied by the City.

(Ordinance No. 690 of July 15, 1970 as amended by Ordinance Nos. 729, 899, 983, 984, 985, 997, and 1066)

13-J. City Participation

The City will not participate in the cost of the subdivision or utilities outside the City limits, including garbage collection and street maintenance except for utilities dedicated to the City of College Station with a Development Agreement. Such utility service shall be in accordance with City Council Resolution #2-9-2006-13.04 (as amended) Regarding the Extension of Water and Sewer Utility Services to Properties within the Extraterritorial Jurisdiction (ETJ)."

(Ordinance No. 2883 of April 13, 2006)"



MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
Thursday, October 16, 2008
at 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Bill Davis, Noel Bauman, Paul Greer, Doug Slack, Thomas Woodfin and Hugh Stearns

COMMISSIONERS ABSENT: None

CITY COUNCIL MEMBERS PRESENT: Dennis Maloney

CITY STAFF PRESENT: Senior Planner Jennifer Prochazka, Staff Planners Jason Schubert and Matt Robinson, Graduate, Civil Engineer Erika Bridges, Assistant City Engineer Josh Norton, Senior Assistant City Engineer Carol Cotter, Transportation Planning Coordinator Joe Guerra, Planning Administrator Molly Hitchcock, City Engineer Alan Gibbs, Assistant City Manager David Neeley, Director Bob Cowell, Assistant Directors Lance Simms and Gabriel Elliott, 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.

8. Public hearing, presentation, possible action, and discussion regarding an ordinance to amend Chapter 9 of the City of College Station Code of Ordinances, Subdivision Regulations, and amend Chapter 12 of the City of College Station Code of Ordinances, Unified Development Ordinance (UDO), to remove master plans and amend standards relating to the Extraterritorial jurisdiction. **Case #08-00500248 (JS)**

Jason Schubert, Staff Planner, presented the proposed ordinance revisions which included removal of master plans as a requirement and revisions to platting standards in the City's ETJ. He also presented the three main revisions to standards in the ETJ which included a minimum lot size of 2 acres without the option of a waiver or variance, a minimum lot width of 400 feet along thoroughfares and 100 feet along other roadways and the removal of the option to construct urban streets in the ETJ.

There was general discussion regarding the revisions.

Chairman Nichols opened the public hearing.

Roger Bligh, 13613 Headwater Lane, College Station, Texas; Sherry Ellison, 2705 Brookway Drive, College Station, Texas; Jody Gougler, 13515 Headwater Lane, College Station, Texas. The citizens were in favor of the revisions and asked that the proposal of the 2 acres lot size be increased.

Chairman Nichols closed the public hearing.

Commissioner Slack stated that rural lifestyle needed to be protected and larges lot sizes would help protect that.

Commissioner Greer stated that a two acre lot size is not large enough.

Commissioner Slack motioned to recommend approval of the ordinance revisions with the condition that there be a minimum 5 acre lot size. Commissioner Greer seconded the motion.

Commissioner Stearns stated that he would support a 20 acre lot size because he feels there will be issues with connectivity with smaller parcels.

Commissioner Davis amended the motion to recommend approval of the minimum 2 acre lot size. Commissioner Bauman seconded the motion, motion passed (5-2). Commissioner Slack and Commissioner Stearns were in opposition.

The original motion passed (6-1). Commissioner Stearns was in opposition.

**November 5, 2008
Regular Agenda Item 3**

Ch. 13 Flood Hazard Protection – Zero-Rise Requirement applied to Floodplain

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Public Hearing, presentation, possible action, and discussion an ordinance amending (Zero-Rise) City of College Station Code of Ordinances Chapter 13: Flood Hazard Protection: Section 5-E: Special Provisions for Areas of Special Flood Hazard, Section 5-G: Special Provisions for Floodways, and Section 5-H: Special Provisions for Areas of Shallow Flooding.

Recommendation(s): Staff recommends approval of this ordinance amendment with the primary benefit of enhanced flood hazard protection. Note that concerns have been raised (attached Stakeholder Summary) regarding the related impacts of this ordinance amendment. However, Council has directed staff to further pursue “No Adverse Impact” options, and this subsequent effort may address many of the stated concerns.

Summary: At the May 22, 2008 Council Workshop Meeting, City Council voted unanimously requesting staff to bring this subject item forward. At the June 26th Council Meeting, Council further directed to Staff to prepare a Zero-Rise Ordinance and seek stakeholder input, and subsequently address Council on additional possible No Adverse Impact options for future consideration.

Stakeholder input was gathered primarily from two meetings. The first was the September 18, 2008 local chapters’ luncheon of the American Society of Civil Engineers and Texas Society of Professional Engineers which was advertised through the local chapters. The second was the September 30, 2008 Zero-Rise Stakeholder Meeting which was advertised through developer and neighborhood email lists. Draft copies of the proposed ordinance amendment were made available to the stakeholders. An enumerated summary of Stakeholder Comments have been attached. This item was also discussed at the October 16, 2008 Planning and Zoning Commission Workshop Meeting. Though this was not a required action item for the Planning and Zoning Commission’s consideration, the Commission did express support of proposed ordinance amendment.

Currently, the City of College Station Code of Ordinances, Ch. 13: Flood Hazard Protection Ordinance, Section 5.G Special Provisions for Floodways (attached) prohibits encroachments only into Floodways unless an engineering report is provided demonstrating no increase in water surface elevation (zero-rise). In addition to this minimum requirement set out by FEMA, College Station requires that the Zoning Board of Adjustments considers specific criteria and prerequisites before granting this associated variance as described in Section 6: Variances (attached).

This ordinance amendment for consideration will apply the Zero-Rise regulation to the Floodplain or more specifically the Special Flood Hazard Area (SFHA) which is commonly Zones AE and A as depicted on the Flood Insurance Rate Maps (FIRMs). Development would still be allowed in the flood plain as long as it does not result in a net rise in the 100 year flood elevation. If proposed development would result in a rise, then mitigation will be required to bring down the flood elevation. The mitigation may take many forms currently and therein lies the potential issue, i.e.: cutting of trees in the flood plain, etc. This ordinance will not prohibit development within the flood plain, it simply will not allow for development that will cause rise of flood flow without mitigation to the zero rise state.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Stakeholder Summary

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 13, "FLOOD HAZARD PROTECTION", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That Chapter 13, "Flood Hazard Protection Ordinance", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibits "A" through "C", attached hereto and made a part of this ordinance for all purposes.
- PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). 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.

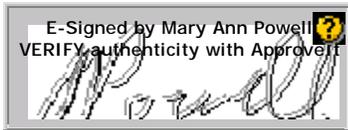
PASSED, ADOPTED and APPROVED this _____ day of _____, 2008.

APPROVED:

MAYOR

ATTEST:

City Secretary



City Attorney

EXHIBIT "A"

That Chapter 13, "Flood Hazard Protection", Section 5-E, "Special Provisions for Areas of Special Flood Hazard", of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by adding Subsection (10), as set out hereafter to read as follows:

"(10) (a) For all new construction or any substantial improvement to a structure, encroachments, including fill, shall be prohibited unless it can be demonstrated that such construction or improvement does not increase the Base Flood Elevation and does not create additional Areas of Special Flood Hazard upstream, within, nearby or downstream of the area of encroachment. Certification of this shall be required on a form provided by the Administrator based upon a submitted engineering report that includes hydrologic and hydraulic analysis, conforms to the requirements of this Chapter and the Bryan/College Station Unified Design Guidelines, Standard Details, and Technical Specifications, and bears the dated seal and signature of a registered professional engineer.

(b) Additionally, all development, in any form, including fill, that are located within Floodways, the following provisions apply:

- (1) A variance must be granted; and
- (2) It must be demonstrated and certified on the required engineering report as set forth above that such construction or improvement does not increase the Base Flood Elevation.

(c) The following are exempt from subsections 5.E.10.a. and 5.E.10.b. above:

- (1) Customary and incidental routine grounds maintenance, landscaping and home gardening provided same (i) does not increase the Base Flood Elevation; (ii) does not create Areas of Special Flood Hazard upstream, within, nearby or downstream; and (iii) does not require a building permit, zone change request, or variance from the provisions of the Zoning Ordinance;
- (2) Temporary emergency repairs deemed necessary for the preservation of life, health, or property provided a permanent repair be done as soon as practicable; and provided that to the maximum degree deemed reasonable and prudent by the City such repair is made and maintained so as to minimize increasing water surface elevation and to minimize the creation of additional Areas of Special Flood Hazards. Certification of this shall be required on a form provided by the Administrator based upon a submitted engineering report that includes hydrologic and hydraulic analysis, conforms to the requirements of this Chapter and the Bryan/College Station Unified Design Guidelines, Standard Details, and Technical Specifications, and bears the dated seal and signature of a registered professional engineer; or
- (3) Temporary excavation for the purpose of maintaining or repairing any public street, public utility facility including service lines related thereto, or any other public infrastructure provided such area of excavation is returned as soon as practicable to its prior condition or better with respect to meeting the requirements set forth in this section 5.E.10."

EXHIBIT “B”

That Chapter 13, “Flood Hazard Protection”, Section 5, “Special Provisions”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by deleting Section 5-G, “Special Provisions for Floodways”.

EXHIBIT “C”

That Chapter 13, “Flood Hazard Protection”, Section 5, “Special Provisions”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by deleting Section 5-H, “Special Provisions for Areas of Shallow Flooding”.

Zero-Rise Floodplain
ASCE/TSPE Stakeholder Comments
Thursday, September 18th, 2008
12:00 noon

Presentation by Alan Gibbs discussing primary intent of meeting to hear public feedback on Zero-Rise draft ordinance.

Open Forum:

- 1. Stated need for Tree Ordinance to protect trees from possible removal in part due to this requirement.**

Mr. Gibbs indicated that staff had been directed to pursue a Tree Ordinance, though it would be separate from this amendment. A tree preservation ordinance would help ensure that an increase in tree removal would not be an intended consequence of this proposed requirement.

- 2. Question if detention would be necessary for future development if this requirement is in place.**

Mr. Gibbs indicated that detention would most often still be necessary as it is currently.

Meeting closed 1:00 pm.

“Updated”
Zero-Rise Floodplain Stakeholder Meeting
Tuesday, September 30th, 2008
6:00 pm

Staff present: City Engineer Alan Gibbs, Sr. Assistant City Engineer Carol Cotter, Director of Planning & Development Services Bob Cowell, Neighborhood Services Coordinator Barbara Moore, Assistant Director of Parks & Recreation David Schmitz, Greenways Program Manager Venessa Garza, First Assistant City Attorney Mary Ann Powell, Staff Assistant Amber Carter

City Council Members present: John Crompton, Lawrence Stewart

Others present: Veronica Morgan, Joel Mitchell, Chuck Ellison, Hunter Goodwin, David Olson, Edsel Jones, David Scarmardo, Tony Jones, Chris Wilde, Barbara Winckler, Mike Hester, Scott Schafer, Don Jones, Jeremy Peters, Paul Kasper, Dale Browne, David Schmitz, Rebecca Riggs, James Batenhaust, Joe Schultz, Sherry Ellison, Chris Harris, Kim Jacobs, Joe Seago, Christina Smith and Jessica Guidry

Introduction by Barbara Moore.

Presentation by Alan Gibbs discussing primary intent of meeting to hear public feedback on Zero-Rise draft ordinance. Mr. Gibbs gave background and timeline of how zero-rise draft ordinance came about as directed by City Council. Staff has been seeking stakeholder input and would like to take this compilation of information to City Council by November to December.

Intent of zero-rise draft ordinance is primarily public health & safety. Mr. Gibbs then presented an explanation and definition of some terms related to zero-rise ordinance.

Currently, the City of College Station allows encroachment into fringe which causes a one-foot surcharge. Also, he discussed certain forms of mitigation when development occurs. The City also requires elevation certificates.

The proposed draft ordinance would change that to a zero-rise requirement applied to floodway, having some benefits as well as drawbacks to the public and development community. Benefits discussed include additional safety for the public good as it would be more difficult to build in the fringe. Drawbacks discussed include the idea of unintended consequences of draft ordinance such as mitigation causing additional vegetation removal as well as additional excavation.

Open forum:

- 3. Discussion that “No Adverse Impacts Toolkit” allowed a range of options to demonstrate – not only this requirement.**

After initial presentation brought about discussion regarding the difference between zero-rise and the idea of “no adverse impact” and which was more restrictive. Mr. Gibbs stated that no adverse impact is broader, zero-rise being one tool which can be utilized toward reaching the goal of no adverse impact.

Veronica Morgan stated that after attending a seminar with the gentleman who wrote the No Adverse Impact Tool Kit to define no adverse impact, the intent of the authors was not to utilize all tools to reach that goal, only the ones applicable.

The question was raised by Chuck Ellison that if the City standard is no adverse impact, why zero-rise would be the tool chosen to be used. Mr. Gibbs advised that if the council decides to adopt some of the tools available to meet that no adverse impact goal, they may draft them in many different ways.

- 4. Question if this requirement would help or impact the environment.**

The topic was raised as to what affects the proposed ordinance would have on the environment, and staff advised that the flood hazard ordinance as drafted is specific to engineering issues from a public safety standpoint, and there may need to be a broader discussion if for example, animal and plant habitat is the concern. Bob Cowell advised that this issue can be addressed in other ordinances.

- 5. Concern as to how the Floodplain and Streams Land Use areas were mapped, because there are areas in which FEMA has not completed a hundred year flood study.**

Hunter Goodwin voiced a concern as to how the maps that the city has presented as Land Use Floodplain and Streams areas were drafted, because there are areas in which FEMA has not completed a hundred year flood study, yet the areas are still drawn as Floodplain and Streams.

Staff presented that the current Land Use Floodplain and Streams is a conglomeration of FEMA studies, some in house studies, and Greenways

areas. Mr. Goodwin expressed concern that the City was protecting an ambiguous line.

6. Discussion of the history and intent of the Greenways program.

Discussion then turned to the history of the Greenways program and its intended purpose. Veronica Morgan stated that the history behind the local program was to provide a mechanism for the City to purchase land on the fringe in order to provide for amenities for the city, that it was not intended for the land to be dedicated to the City by the development community.

7. Concern that there was little scientific data to back up the Land Use Floodplains and Streams, yet the city could take land from developers without adequate compensation.

Mr. Goodwin again expressed concern that there was little scientific data to back up the City Land Use Mapping of Floodplains and Streams, yet the city could take land from developers without adequate compensation.

Mr. Cowell stated that rezoning is a discretionary decision made by the Planning & Zoning Commission and the City Council. Certain zoning designations do significantly reduce the uses available to property owners, but that is in fact what zoning has always done.

Mr. Cowell stated that monies are still available for the Greenways program to purchase land in floodplain areas from developers, but the city has few choices if the developer chooses not to sell.

8. Question if the May 22nd Council vote was unanimous.

When queried about the directive from Council at the May 22nd, 2008 meeting, there was interest whether the vote was unanimous from Council. It was confirmed that the vote was unanimous.

9. Question was raised regarding the change in process due to the draft ordinance.

The question was raised regarding what exactly the change in process is going to be once the draft ordinance is enacted. Staff advised that the change would be in Chapter 13 Flood Hazard Protection Ordinance. Developers would have to mitigate in FEMA Special Flood Hazard Areas

to get back to a zero rise. Staff also stated that this was not a moratorium on development in the floodplain, but that it would raise the requirements to develop in floodplain.

Mr. Gibbs stated that there were admittedly mapping challenges faced by the City as well as challenges in dealing with the data available. City staff is working with FEMA for a Map Modernization project which a draft should be made available in December and will be a significant move toward greater accuracy, though Council may still choose to widen the associated land use.

10. Question if Council's catalyst was based on a finding of imminent harm or destruction.

Mr. Ellison questioned whether this was all based on any finding of imminent harm or destruction. Staff stated that the primary motivator is health & safety of the public, as well as a concern for future maintenance costs for bridges, culverts and other public infrastructure.

11. Question if this requirement would apply to the extraterritorial jurisdiction.

Mr. Ellison also questioned whether this ordinance would have any affect upon the extraterritorial jurisdiction. Staff advised that the Interlocal Agreement with Brazos County is silent to Floodplains, though the County Engineer has written to the City an intent for the County to retain the authority to administer Floodplain in the ETJ. So under the current regulations it would not apply, but this arrangement with the County may change.

12. Question as to the effect that this ordinance may have on current projects (vesting).

The question was raised as to the effect that this ordinance may have on projects that were currently underway which might not be vested and whether construction would be expected to stop on projects that had already obtained permits. The concern was for clarity in the question of timelines for when and where this change would be enacted in the interest of retaining investments in current projects.

Staff stated that they had hoped for a clean definition for currently ongoing projects, but as the vesting statute stands it may not be possible to exhaustively define. This would unfortunately be forced to be decided on a case-by-case basis.

Concern was also voiced by Mr. Ellison that there does not appear to be any standard by which those case-by-case decisions are made. Mary Ann Powell stated that each case would depend upon state law. Mr. Gibbs stated that he couldn't imagine this ordinance stopping a permitted project that was under construction.

Mr. Ellison stated that the development community would like some sense of how this would affect their daily lives and that a common, clear interpretation would certainly save time and cut down upon confusion.

13. Question if developers should be advised not develop.

Ms. Morgan questioned staff about whether she needed to advise her clients who currently were underway for projects in the floodplain to (not develop).

14. Question if staff would be able to exercise future discretion based on past approvals.

She also queried staff on whether staff would be able to exercise future discretion based on past approvals.

Mr. Gibbs stated that staff does not have the discretion to waive an ordinance set down by council, and that state law defines vesting.

15. Question if the amendment would apply to City Projects.

Don Jones asked if this new ordinance would apply to City Projects. He said that if so, several projects may not have been able to be constructed such as Wolf Pen Amphitheater, pedestrian bridges, etc.

Mr. Gibbs and Mr. Cowell confirmed that city projects would be affected, at which point Ms. Morgan pointed out that the cost to the taxpayers for additional construction and mitigation for public projects should also be considered. The point was raised that there are many newly completed projects that would perhaps not have happened had this ordinance been in place at the time of development.

16. Comment of unintended consequences.

Ms. Morgan brought up the point of unintended consequences. She stated that developers in the area were not necessarily opposed to the goal, but to the measures.

Staff advised that they were open to suggestions for language and alternatives to be used for writing the draft in other ways.

17. Suggestion to exempt a rise that can be contained on developer's subject property.

Ms. Morgan suggested that if all rise can be contained on property, ensuring that at both ends of property there was a zero rise, the City would benefit. The point was raised that there are always upstream and downstream impacts.

Joel Mitchell stated that the goal of this ordinance is to have no effect on your neighbor.

18. A rhetorical question was raised as to how development can even be allowed in areas that are prone to flood, as it would be a safety issue.

19. Question of the motivation of council for raising this policy.

Mr. Goodwin questioned the motivation of council for raising this policy issue. Mr. Gibbs stated that in addition to health and safety he believed broader issues of preservation of floodplains were in part the intent.

All present were advised by staff that their input regarding this draft ordinance was actively sought and would be reviewed.

Meeting closed 7:30pm.

20. A request for the effective date to be 90 days or more after Council action on the proposed ordinance amendment, if approved.

Following the formal meeting, Mr. Ellison asked what the anticipated enactment or effective date was for the proposed ordinance amendment. Mr. Gibbs stated a tentative intent to bring a discussion to Planning and Zoning Commission in October and to Council in November for consideration. Mr. Gibbs further stated ordinance amendments may be written to be effective immediately upon Council action or have a stated effective date such as 10 days after the Council action, and it would be Council's discretion to extend as they saw fit. Mr. Ellison and Mr. Scarmardo requested Council to consider a 90 day or greater after

Council action to allow developers a window to submit projects privately in progress.

21. A comment that the amendment is not needed.

Mr. Goodwin provided a comment card which stated the following. “This ordinance is not needed. We are only attempting to pass this to provide more subjectivity to Politicians regarding their interpretation of ‘Adverse Impact’. Why is this necessary? What do we gain?”

**November 5, 2008
Regular Agenda Item 4
Victoria 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 Medium Density and Floodplains & Streams to Regional Retail, Office and Residential Attached for 31.19 acres generally located at the northeast corner of William D. Fitch and its future intersection with Victoria Avenue.

Recommendation(s): The Planning & Zoning Commission heard this item at their October 16, 2008 regular meeting and unanimously recommended denial of this request with a vote of 7-0. Staff also recommended denial of the request due to a lack of changed conditions in the area and incompatibility with the remainder of the Comprehensive Plan.

Summary: The request was analyzed based on the following review criteria:

Review Criteria

1. Changed or changing conditions in the subject area or the City:

The development that has occurred in this area has been in accordance with the Comprehensive Plan and, because of this, is not considered a changed condition, as it was anticipated by the Plan.

Since the adoption of the Comprehensive Plan, the area has experienced development of primarily single-family residential subdivisions, including Castlegate, Castlerock, Reatta Meadows, and the extension of the Shenandoah Subdivision.

The Comprehensive Plan was amended in this area in 2001 with the South College Station Thoroughfare Plan Update. The amendment included several thoroughfare re-alignments and altered the proposed land uses in the area. The amendments that specifically affected this tract include:

- § The future extension of Victoria Avenue intersecting with William D. Fitch Parkway with a grade separated intersection,
- § The addition of Castlerock Parkway, which will terminate at Victoria Avenue, and
- § The addition of Regional Retail land use designation on several tracts along William D. Fitch Parkway, including the vacant tract located directly west of the subject property, across the future extension of Victoria Avenue.

The Land Use Plan was amended in this area to respond to the amended Thoroughfare Plan. And while William D. Fitch Parkway was not constructed at the time that the property was designated as Single-Family Medium Density on the Land Use Plan, it can be assumed that the land uses and thoroughfares were proposed in order to support one another.

William D. Fitch Parkway (State Highway 40) was completed in 2006 to the south of this tract, creating its street frontage. Castlerock Subdivision began development to the east

of the adjacent floodplain in 2007, extending Castlerock Parkway to the subject property.

In 2007, City Council approved a Land Use Plan Amendment and rezoning for office uses on approximately 3.6 acres just to the east of the adjacent floodplain on the perimeter of the Castlerock Subdivision.

2. **Compatibility with the remainder of the Comprehensive Plan:** The requested **Residential Attached** land use designation is intended for exclusively multi-family residential developments, with densities ranging from 10-20 dwelling units per acre. These areas are generally developed as apartment complexes or duplex subdivisions. It has been the City's policy to locate multi-family zoning districts within one mile of Texas A&M University. Areas closer to the University allow residents the option of biking or walking to campus and retail services, and generally have access to the University bus system.

The Comprehensive Plan states that the purpose of the **Regional Retail** land use designation is to provide for areas permitting regional scale development of tax-generating developments such as retail centers, service commercial, restaurants, etc. These uses are generally dependent on good access to highways and major arterials. It has been the City's policy to focus this type of development at major intersections. The proposed location of the **Regional Retail** designation is at the intersection of William D. Fitch Parkway and the future extension of Victoria Avenue. This intersection is proposed to have a grade separation in the future. The **Regional Retail** designation is proposed to be separated from the existing **Single-Family Medium Density** designation to the north by the extension of Castlerock Parkway, a minor collector on the City's Thoroughfare Plan.

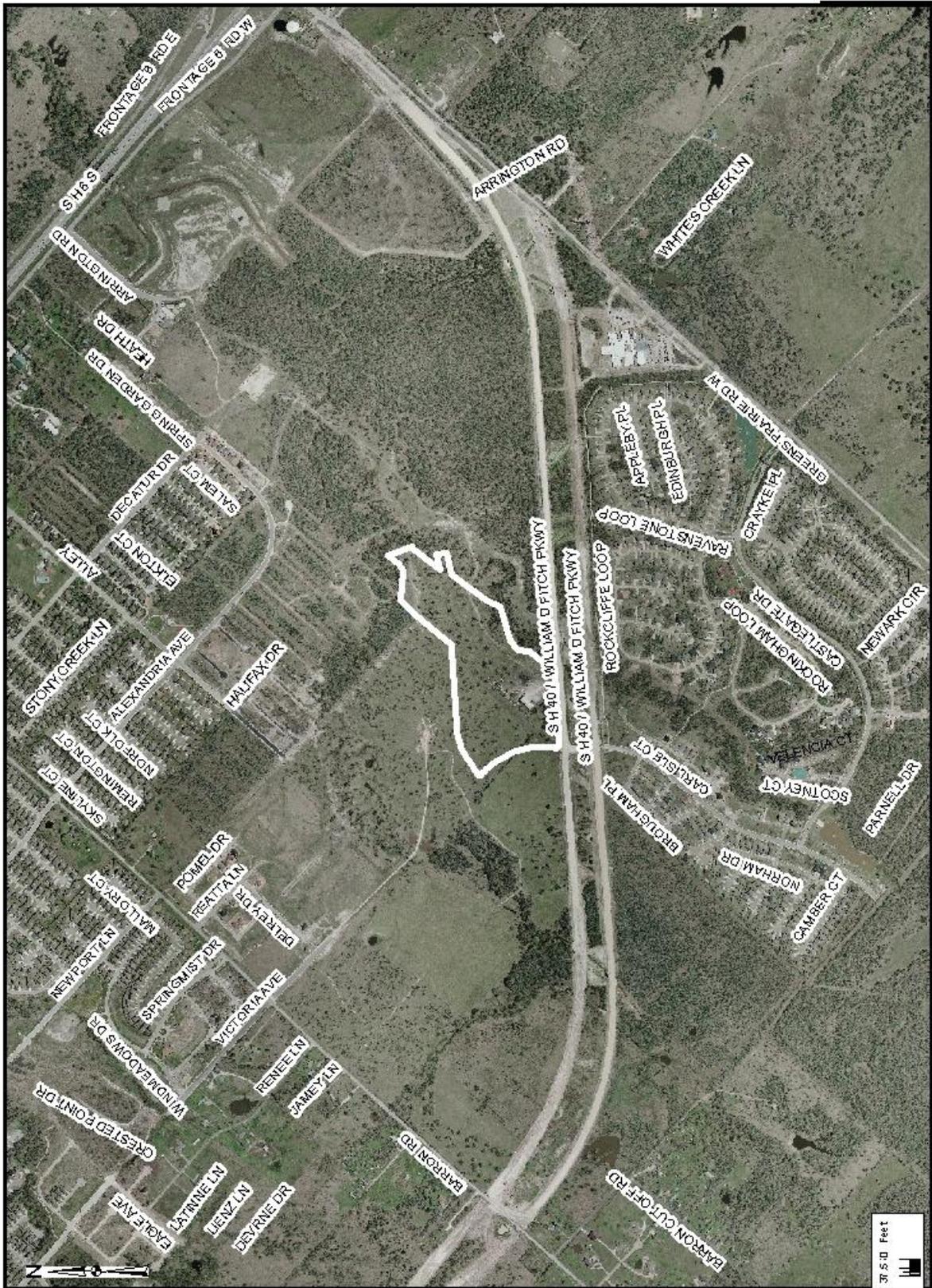
The proposed **Office** designation is intended for areas permitting medium-scale development of tax-generating developments such as office parks, corporate offices, and office lease space. These uses are usually dependent on good access to highways and local arterials. The proposed **Office** land use would take access to Castlerock Parkway, a minor collector on the Thoroughfare Plan. Office uses are generally compatible with the proposed adjacent **Regional Retail** and **Residential Attached** land uses.

The proposal includes reclassification of a significant amount of floodplain to **Regional Retail** and **Office**. The Comprehensive Plan states that the 100-year floodplain, as defined by the Federal Emergency management Agency (FEMA), and other additional areas reserved for open space, be designated as **Floodplains & Streams**. In this area, no additional areas have been identified for open space. The floodplain on this property, as well as the adjacent floodplain on the property to the east, provides for a natural buffer.

Budget & Financial Summary: None

Attachments:

1. Small Area Map & Aerial
2. Proposed Land Use Plan Amendment
3. Draft Planning & Zoning Commission Meeting minutes, October 16, 2008
4. Ordinance



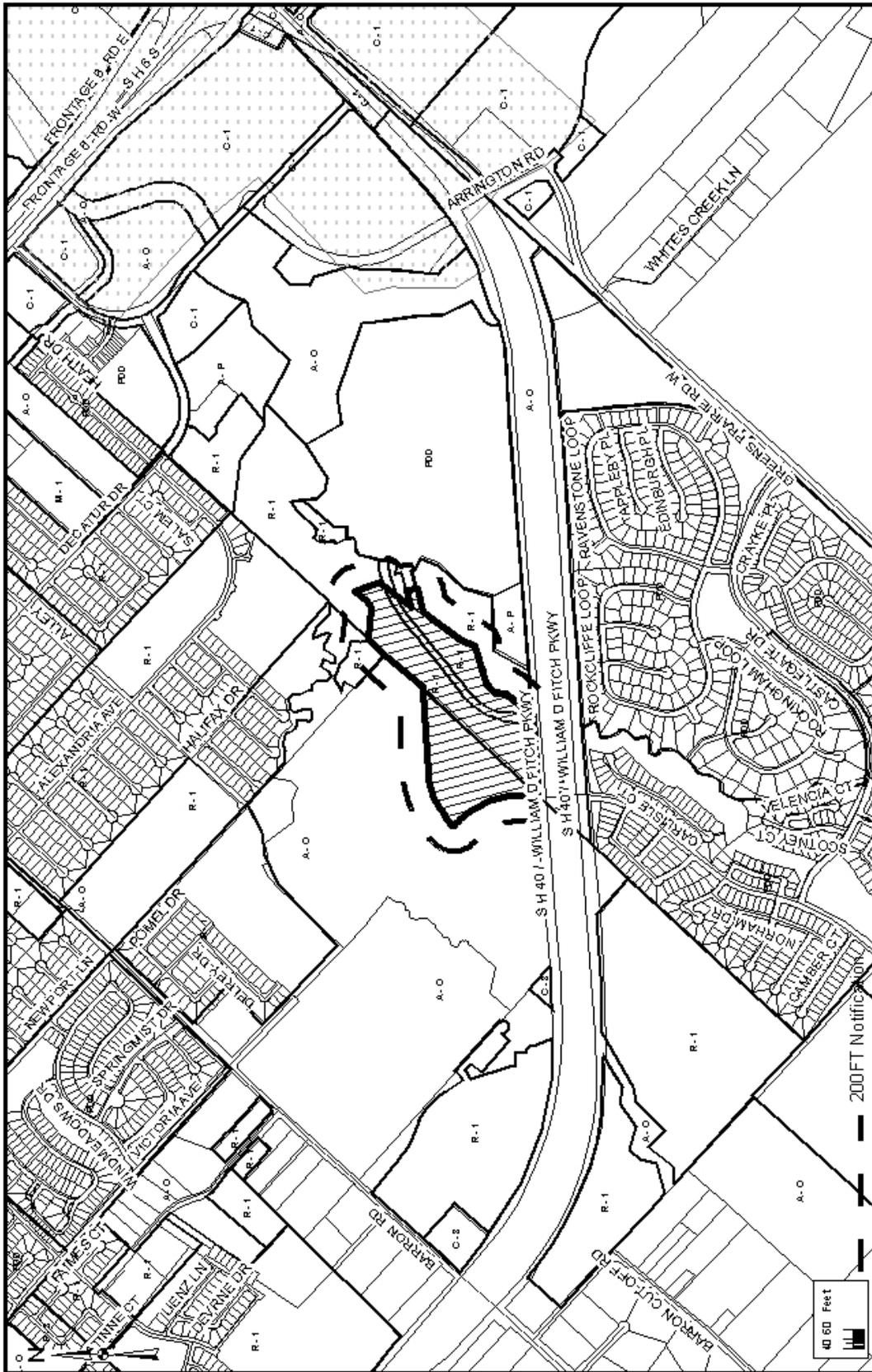
COMP
PLAN

Case: 08-212

VICTORIA @ WILLIAM D FITCH

DEVELOPMENT REVIEW





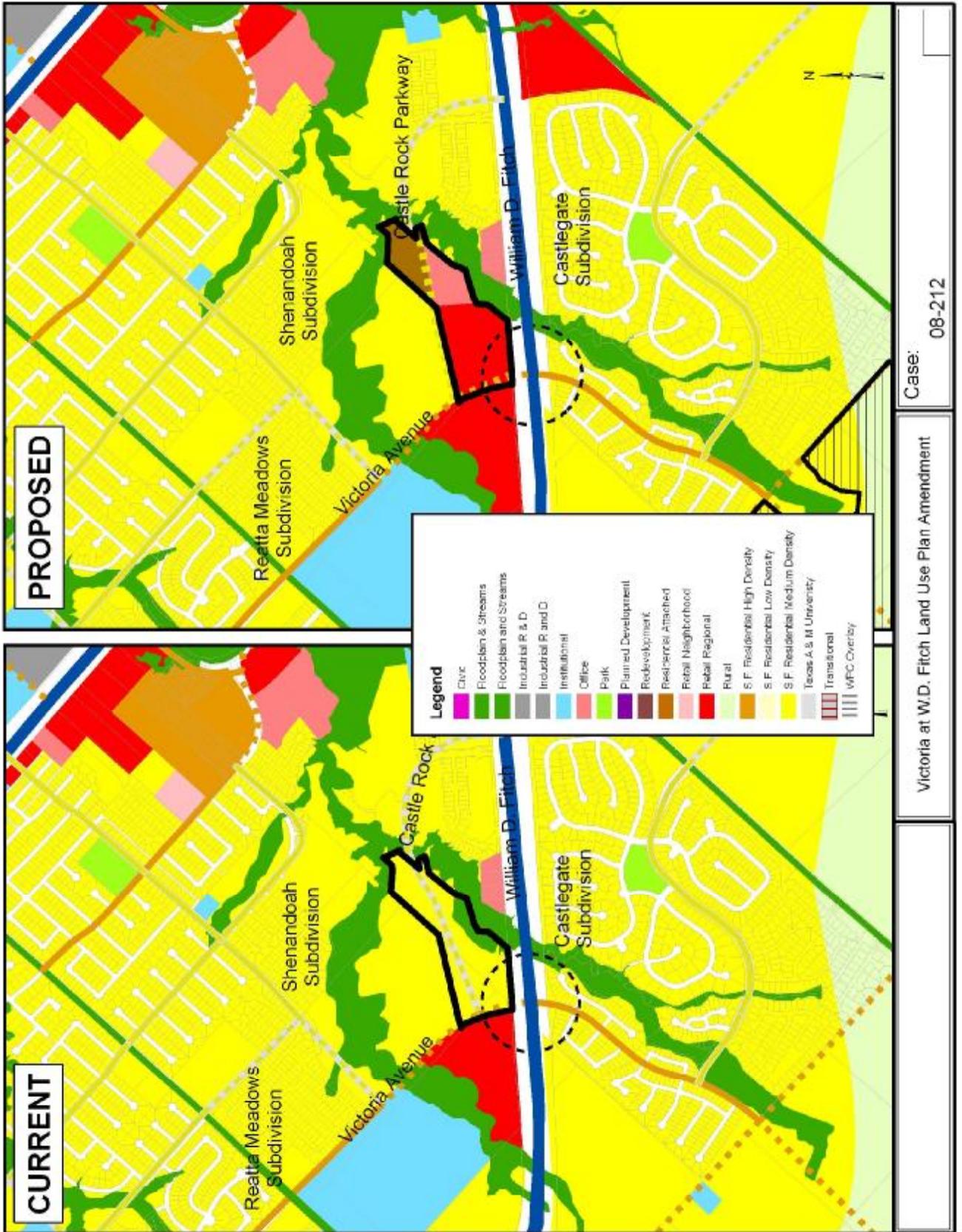
Zoning Districts	200 FT Notification	40 60 Feet
A-O	R-3	
A-OR	R-4	
R-1	R-6	
R-1B	R-7	
R-2	A-P	
	C-1	
	C-2	
	C-3	
	Townhouse	
	Multi-Family	
	High Density Multi-Family	
	Manufactured Home Park	
	Administrative/Professional	
	General Commercial	
	Commercial/Industrial	
	PDD	
	Planned Mixed-Use Development	
	R&D	
	College and University	
	Research and Development	
	C-U	
	Heavy Industrial	
	M-2	
	M-1	
	Light Commercial	
	C-3	
	M-1	
	M-2	
	M-3	
	Light Industrial	
	Heavy Industrial	
	College and University	
	Research and Development	
	Planned Mixed-Use Development	
	PDD	
	Planned Development District	
	WPC	
	NG-1	
	NG-2	
	NG-3	
	OV	
	RDD	
	KO	
	Wolf Pen Creek Dev. Corridor	
	Core Northgate	
	Transitional Northgate	
	Residential Northgate	
	Corridor Overlay	
	Redevelopment District	
	Krenek Tap Overlay	

DEVELOPMENT REVIEW

VICTORIA @ WILLIAM D FITCH

Case: 08-212

COMP PLAN



Victoria at W.D. Fitch Land Use Plan Amendment

Case: 08-212



MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
Thursday, October 16, 2008
at 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

Regular Agenda:

7. Public hearing, presentation, possible action and discussion regarding a Comprehensive Plan Amendment - Land Use for 31.19 acres located at 513 William D. Fitch Parkway, and more generally located on the northeast corner of William D. Fitch Parkway and its future intersection with Victoria Avenue, from Single-Family Residential Medium Density and Floodplains & Streams to Regional Retail, Office, and Residential Attached. **Case #08-00500212 (JP)**

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

There was general discussion regarding the Comprehensive Plan Amendment.

Chairman Nichols opened the public hearing.

Joe Schultz, 3208 Innsbruck, College Station, Texas, stated that the geometry of the property is not good for single-family residential.

Wallace Phillips, 13720 Hopes Creek Road, College Station, Texas, stated that residential attached would be a good land use next to the new high school. He also said that general commercial would generate too much traffic.

Chairman Nichols closed the public hearing.

Commissioner Davis stated that it does not meet the goals of the Comprehensive Plan and it is too early to make these changes.

Commissioner Stearns stated that there is already too much retail regional designation and he believes the level of density is too far out.

Commissioner Davis motioned to recommend denial. Commissioner Stearns 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 LAND USE PLAN, FOR THE AREA LOCATED ON THE NORTHEAST CORNER OF WILLIAM D. FITCH PARKWAY AND ITS FUTURE INTERSECTION WITH VICTORIA AVENUE, 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 5th day of November, 2008.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



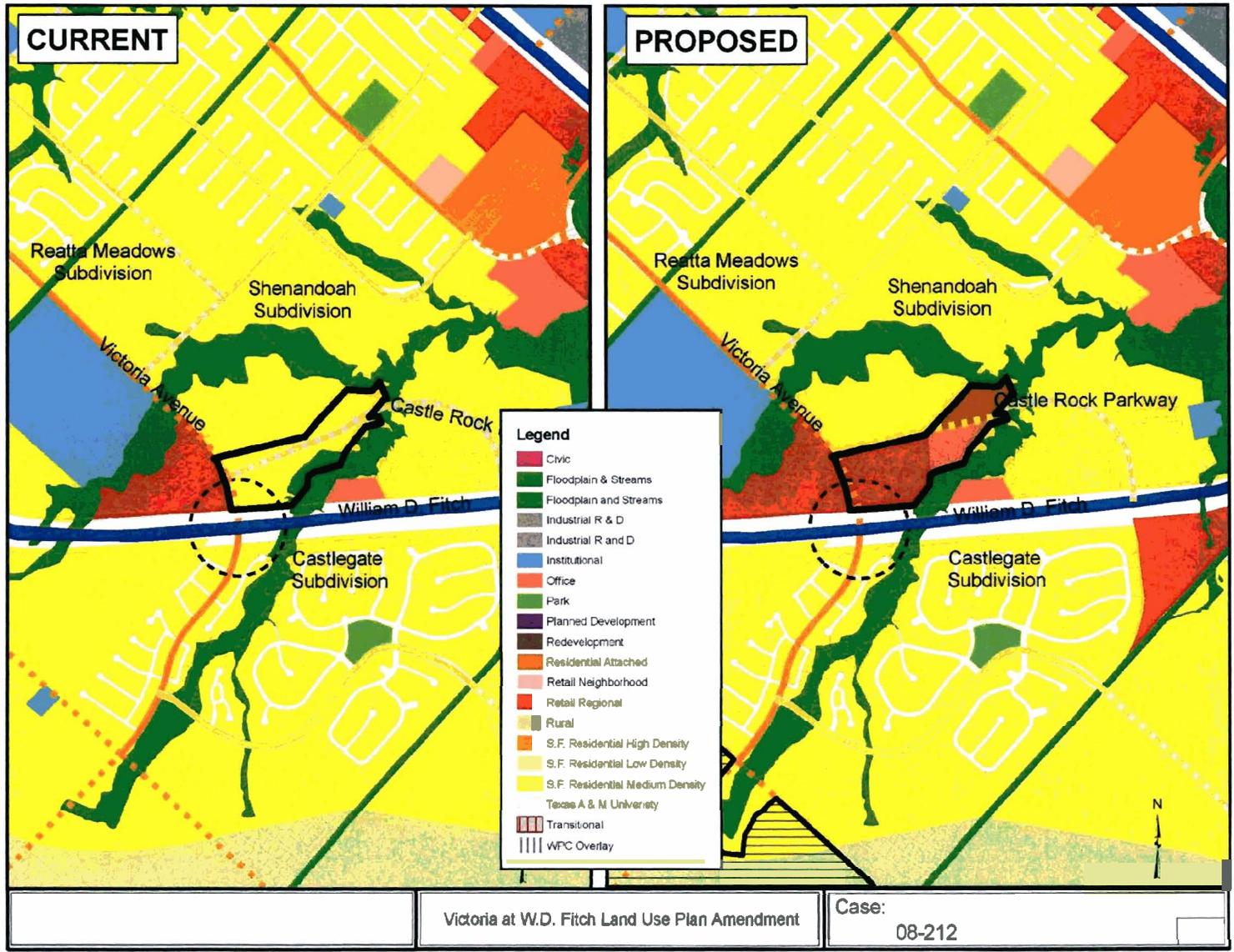
City Attorney

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 31.19 acres, generally located on the northeast corner of William D. Fitch Parkway and its future intersection with Victoria Avenue, is amended from Single-Family Residential Medium Density and Floodplains & Streams to Regional Retail, Office, and Residential Attached, as shown on the attached Exhibit "B".

EXHIBIT "B"



November 5, 2008
Regular Agenda Item 5
Ch. 13 Flood Hazard Protection – FEMA Required Updates - Housekeeping

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Public Hearing, presentation, possible action, and discussion an ordinance amending City of College Station Code of Ordinances Chapter 13: Flood Hazard Protection: Section 2: Definitions, Section 5-B: Establishment of Areas of Special Flood Hazard Area, and Section 5-E: Special Provisions for Areas of Special Flood Hazard.

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

Summary: Staff met with a National Flood Insurance Program (NFIP) Coordinator with the Texas Water Development Board on August 18, 2008 where the state conducted a Community Assistance Visit (CAV) for FEMA. CAVs are conducted as a review of local floodplain management practices and to assist communities regarding their participation in the NFIP as it pertains to complying with FEMA's minimum standards.

Following this meeting, the NFIP Coordinator reviewed our local Ch. 13 Flood Hazard Protection Ordinance. The following proposed ordinance amendments were identified needing to be updated to meet FEMA minimum standards.

Note that draft copies of the proposed ordinance amendment were made available to the stakeholders. The first was the September 18, 2008 local chapters' luncheon of the American Society of Civil Engineers and Texas Society of Professional Engineers which was advertised through the local chapters. The second was the September 30, 2008 Zero-Rise Stakeholder Meeting which was advertised through developer and neighborhood email lists. The primary purpose of the stakeholder meetings was the proposed Zero-Rise amendment and there was essentially no comment on the FEMA required Housekeeping amendments.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 13, "FLOOD HAZARD PROTECTION", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 13, "Flood Hazard Protection", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). 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.

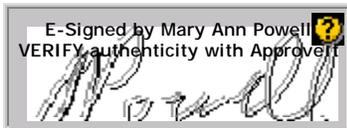
PASSED, ADOPTED and APPROVED this _____ day of _____, 2008.

APPROVED:

MAYOR

ATTEST:

City Secretary



City Attorney

EXHIBIT "A"

That Chapter 13, "Flood Hazard Protection", Section 2, "Definitions", of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by adding the following definitions as set out hereafter to read as follows:

"BASE FLOOD ELEVATION (BFE) - shall mean the elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1% chance of equaling or exceeding that level in any given year - also called the Base Flood.

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FLOODPROOFING - means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

RECREATIONAL VEHICLE - means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

SUBSTANTIAL DAMAGE - means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

HISTORIC STRUCTURE - means any structure that is: (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (4) Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either: (a) By an approved state program as determined by the Secretary of the Interior or; (b) Directly by the Secretary of the Interior in states without approved programs."

EXHIBIT “B”

That Chapter 13, “Flood Hazard Protection”, Section 5, “Special Provisions”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by replacing Section 5-B, “Establishment of Areas of Special Flood Hazard Area” as set out hereafter to read as follows:

“The areas of special flood hazard identified by the Federal Emergency Management Agency in the current effective scientific and engineering report entitled, “The Flood Insurance Study (FIS) for Brazos County, Texas and Incorporated Areas, dated February 9, 2000, with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM) dated February 9, 2000, and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance.”

EXHIBIT “C”

That Chapter 13, “Flood Hazard Protection”, Section 5, “Special Provisions”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by replacing Section 5-E, “Special Provisions for Areas of Special Flood Hazard”, Subsection (1) as set out hereafter to read as follows:

“(1) All new construction, any substantial improvement to a structure, and appurtenances shall be constructed in such a manner as to minimize flood damage and provide adequate drainage; and, all electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;”

EXHIBIT “D”

That Chapter 13, “Flood Hazard Protection”, Section 5, “Special Provisions”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by replacing Section 5-E, “Special Provisions for Areas of Special Flood Hazard”, Subsection (8) as set out hereafter to read as follows:

“(8) For all new construction and substantial improvements, fully enclosed areas below the lowest floor that are used solely for parking of vehicles, building access or storage in an area other than a basement and that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria: A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters;”

EXHIBIT “E”

That Chapter 13, “Flood Hazard Protection”, Section 5, “Special Provisions”, of the Code of Ordinances of the City of College Station, Texas, is hereby amended, by adding Section 5-E, “Special Provisions for Areas of Special Flood Hazard”, Subsection (11) as set out hereafter to read as follows:

“(11) In A1-30, AH, and AE Zones [or areas of special hazard], all recreational vehicles to be placed on a site must (i) be elevated and anchored; and (ii) be on the site for less than 180 consecutive days; and (iii) be fully licensed and highway ready.”

November 5, 2008
Regular Agenda Item 6
3227 Rock Prairie Road West – 20 ft 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 a 20-foot wide public utility easement, which is centered on the lot line between Lots 6R and 7R, Block 2 of Rock Prairie West Business Park, Phase 1 Subdivision according to the plat recorded in Volume 6121, Page 222 of the Deed Records of Brazos County, Texas.

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

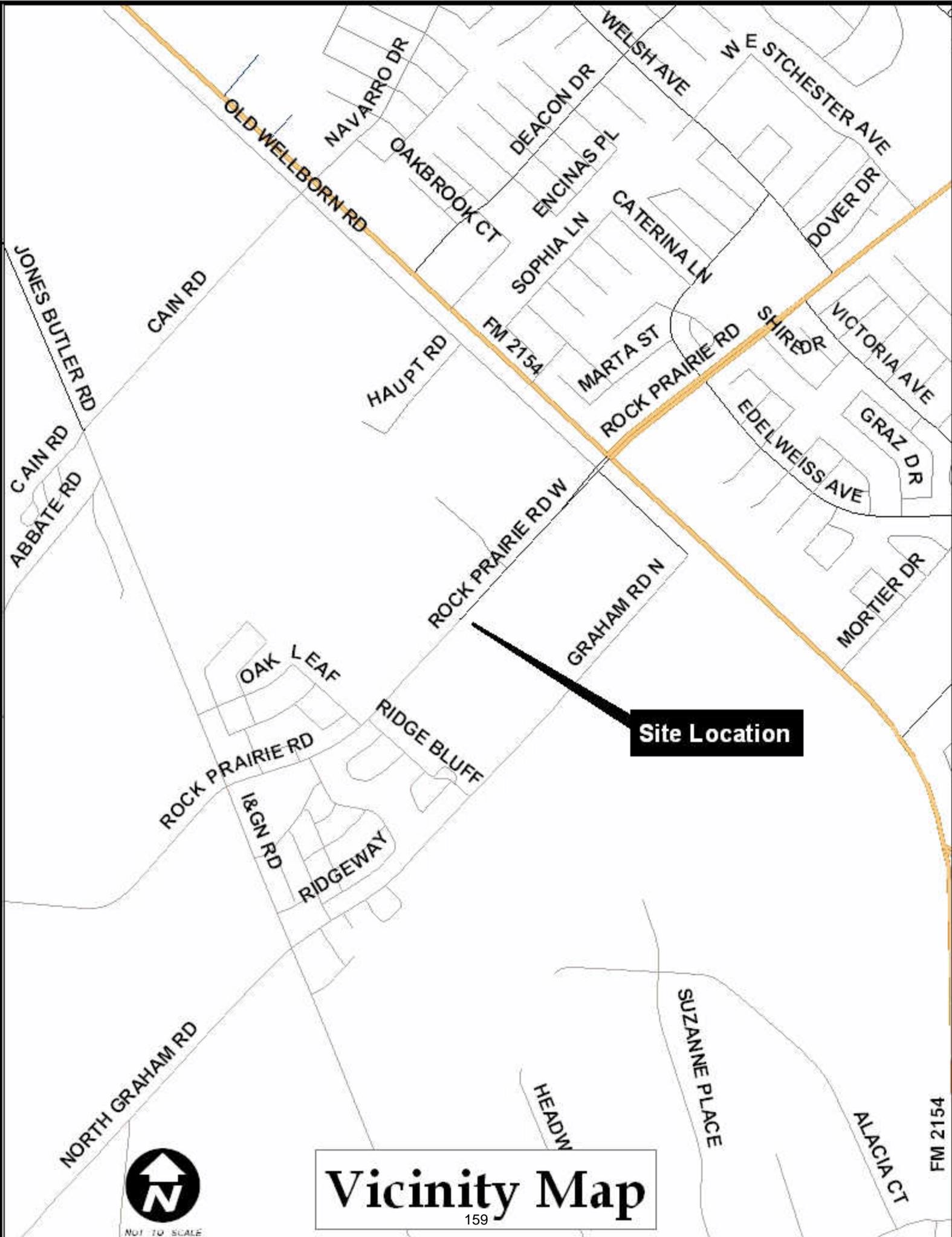
Summary: This easement abandonment accommodates the development of this subject tract as Aggie Pet Zone. There are no public or private utilities in the subject portion of easement to be abandoned.

The 20-foot wide public utility easement to be abandoned is centered on the lot line between Lots 6R and 7R, Block 2 of Rock Prairie West Business Park, Phase 1 Subdivision according to the plat recorded in Volume 6121, Page 222 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. Application for Abandonment (On file with the City Secretary)



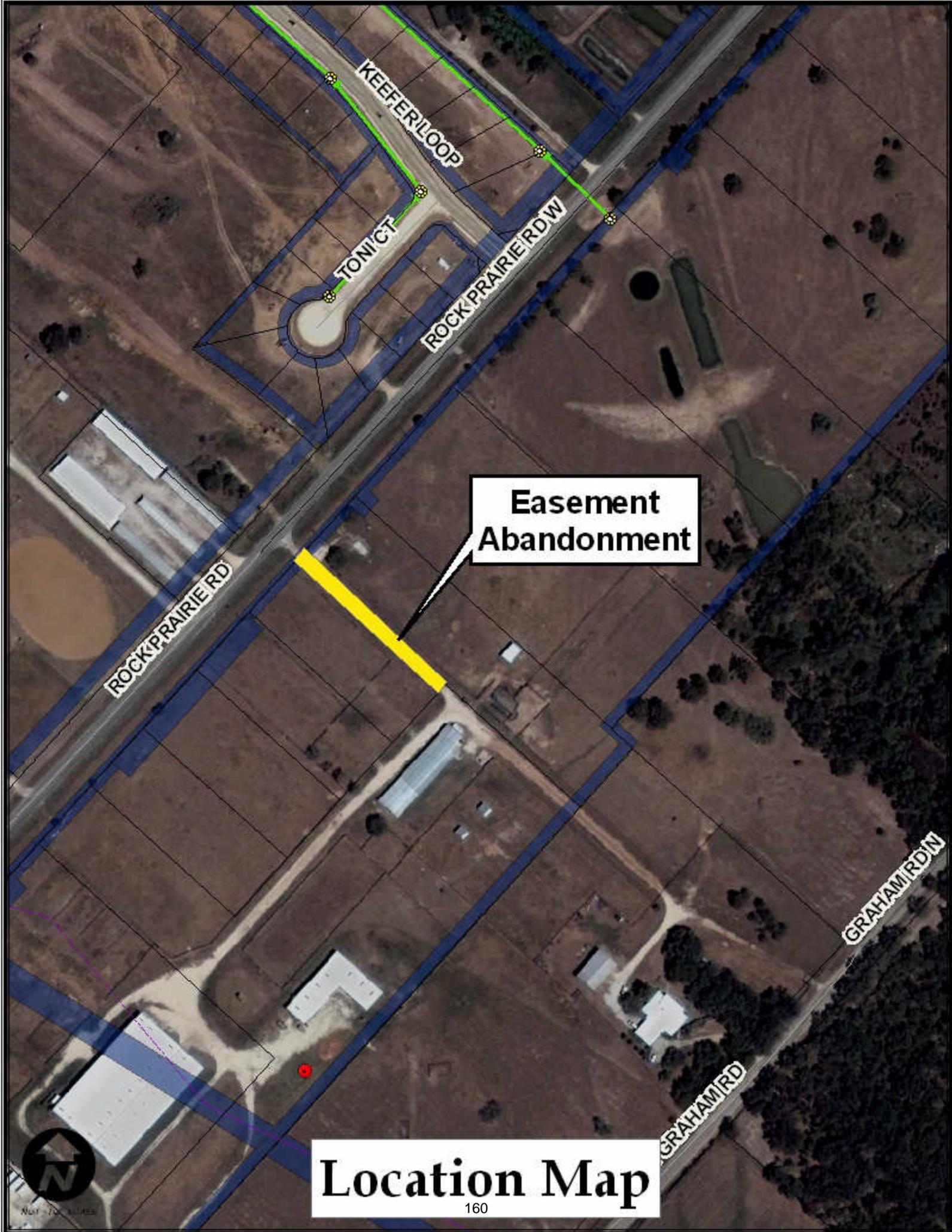
Site Location

Vicinity Map



NOT TO SCALE

FM 2154



**Easement
Abandonment**

Location Map



ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 20 FOOT PUBLIC UTILITY EASEMENT, SAID EASEMENT CENTERED ON THE LOT LINE BETWEEN LOTS 6R AND 7R, BLOCK 2, OF ROCK PRAIRIE WEST BUSINESS PARK, PHASE 1 SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 6121, PAGE 222 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 20 foot wide public utility easement, said easement centered on the lot line between Lots 6R and 7R, Block 2, of Rock Prairie West Business Park, Phase 1 Subdivision, according to the plat recorded in Volume 6121, Page 222, of the Official Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (such portion hereinafter referred to as the "Easement"); and

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

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

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

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

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

ORDINANCE NO. _____

Page 2

PASSED, ADOPTED and APPROVED this _____ day of _____, 2008.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

E-Signed by Carla A. Robinson
VERIFY Authenticity with Adobe®

City Attorney

**METES AND BOUNDS DESCRIPTION
OF A
0.152 ACRE TRACT
(20' WIDE P.U.E.)
ROCK PRAIRIE WEST BUSINESS PARK, PHASE I
CRAWFORD BURNETT LEAGUE, A-7
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

Metes and bounds description of all that certain 0.152 acre tract or parcel of land, being a 20' wide public utility easement, and being a portion out of Lot 6R and Lot 7R, Block Two, Rock Prairie Business Park, Phase I, as depicted by plat recorded in VOLUME 6121 PAGE 222 of the Official Records of Brazos County, Texas, said 0.152 acre tract being more particularly described as follows:

BEGINNING: at a point for the northeast corner of said Lot 6R, the northwest corner of said Lot 7R, and lying in the southeast right-of-way line of Rock Prairie Road West;

THENCE N 44° 22' 00" E – 10.00 feet with said right-of-way line to a point for corner;

THENCE S 45° 38' 02" E – 330.63 feet across said Lot 7R to a point for corner;

THENCE S 44° 22' 00" W – 10.00 feet across said Lot 7R to a point for the southeast corner of Lot 6R;

THENCE S 44° 22' 00" W – 10.00 feet with the southeast line of said Lot 6R to a point for corner;

THENCE N 45° 38' 02" W – 330.63 feet across said Lot 6R to a point for corner in said right-of-way line;

THENCE N 44° 22' 00" E – 10.00 feet with said right-of-way line to the **PLACE OF BEGINNING**, and containing 0.152 acres of land.

BASIS OF BEARING: Plat of Rock Prairie West Business Park, Phase I, as recorded in VOLUME 6121 PAGE 222.

N.B.- See Exhibit Drawing issued this date for additional information.

September 2008

Adams, Taggart and Associates

College Station, Texas

Prepared by:

Gregory K. Taggart, R.P.L.S. No. 5676

000347-f.01 (4080)

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