



**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**  
**Thursday, December 11, 2008 at 7:00 PM**  
**City Hall Council Chamber, 1101 Texas Avenue**  
**College Station, Texas**

1. Pledge of Allegiance, Invocation, Consider absence request.

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 Workshop and Regular Meetings, November 5, 2008, Special Meeting November 17, 2008, and Workshop and Regular Meeting, November 24, 2008.

b. Presentation, possible action, and discussion regarding a change order to the professional services contract with Bleyl & Associates for the 2005 Bike Loop Project in the amount of \$10,725.

c. Presentation, possible action, and discussion regarding a resolution approving a construction contract with JCF Bridge & Concrete, Inc. for the amount of \$636,401.43 for the construction of the 2005 Bike Loop Phase I—Longmire Improvements Project.

d. Presentation, possible action, and discussion on the Renewal of Electric Annual Construction Contract with H&B Construction for \$1,070,893.65; and a resolution declaring intention to reimburse certain expenditures with proceeds from debt. (Bid #07-19, Contract #07-046).

e. Presentation, possible action, and discussion on approving the budget of the George Bush Presidential Library Foundation; and presentation, discussion and possible action on a funding agreement between the City of College Station and the George Bush Presidential Library Foundation for FY09 in the amount of \$100,000.

f. Presentation, possible action, and discussion regarding the approval of a resolution accepting from the Governors Division of Emergency Management (GDEM) the 2008 Homeland Security Grant Program –Sub-recipient of \$166,666.67 naming a City staff member as manager of those grant funds, and approving the 2008 City of College Station Equipment List for purchase.

g. Presentation, possible action, and discussion regarding the purchase of One (1) Pierce Velocity Custom Pumper from Martin Apparatus, INC through The Local Government Purchasing Cooperative (BuyBoard) for a total price of \$519,071.00.

h. Presentation, possible action, and discussion 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.

i. Presentation, possible action, and discussion approving professional services contract #09-031, with HDR Engineering, Inc in an amount not to exceed \$1,294,800.00 for Twin Oaks Landfill additional design/permitting, bidding and construction phase services.

j. Presentation, possible action, and discussion on approving annual tire purchases from Pilger's Tire & Auto Center through the State of Texas (TXMAS) Tire Contract in the amount of \$135,000.00.

k. Presentation, possible action, and discussion on approving the budget of the Memorial for all Veterans of the Brazos Valley; and presentation, discussion and possible action on a funding agreement between the City of College Station and the Memorial for all Veterans of the Brazos Valley for FY09 in the amount of \$100,000.

l. Presentation, possible action, and discussion on renewing the annual agreement for gasoline and diesel fuel with Brenco Marketing Corp, Contract No. 08-069; for one year; and authorize the annual estimated expenditures with Brenco Marketing Corp. for \$1,751,000.00. This total includes the annual estimated expenditure of \$1,364,000.00 for the City of College Station and the annual estimated expenditure of \$387,000.00 for BVSWMA.

**Regular Agenda**

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

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

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

1. Public hearing, presentation, possible action, and discussion on an ordinance rezoning 3.31 acres located at 510 Chimney Hill Drive from R-1, Single Family Residential to PDD, Planned Development.
2. Public hearing, presentation, possible action and discussion regarding consideration of an ordinance amending Chapter 9, "Subdivisions" of the City of College Station Code of Ordinances, Section 10, "Park Land Dedication".
3. Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a portion of right-of-way and an easement in the Crescent Point Subdivision..
4. Public hearing, presentation, possible action, and discussion on an ordinance rezoning 1.19 acres at 2520 Crescent Pointe Parkway from A-P Administrative Professional to R-4 Multi-family.
5. Public hearing, presentation, possible action and discussion on an ordinance regarding a Comprehensive Land Use Plan Amendment from Single Family Medium Density to Neighborhood Retail for 8.4 acres generally located at the northwest corner of William D. Fitch Parkway and Barron Road.
6. Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning seven easements located at 1815 Brothers Boulevard. (Wal-Mart).
7. Public Hearing, presentation, possible action, and discussion on an ordinance Budget Amendment #1 amending ordinance number 3114 which will amend the budget for the 2008-2009 Fiscal Year and authorizing amended expenditures in the amount of \$13,711,589.

- 8. Presentation, possible action, and discussion on renaming the P. David Romei Arts Center.
- 9. 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 Thursday, December 11, 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 8th day of December, 2008 at 2:00 p.m.



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

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, [www.cstx.gov](http://www.cstx.gov). The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on December 8, 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](http://www.cstx.gov). Council meetings are broadcast live on Cable Access Channel 19.



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David Ruesink

**Draft Minutes**  
**City Council Workshop & Regular Minutes**  
**Wednesday, November 5, 2008 3:00 p.m.**  
**City Hall Council Chambers, 1101 Texas Avenue**  
**College Station, Texas**

**COUNCIL PRESENT:** Mayor White, Mayor ProTem McIlhaney, Council members Maloney Crompton, Massey, Ruesink and Stewart

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

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

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

Consent Agenda Items No. 2i, 2 j, 2k, and 2l were removed from the agenda by staff. These items related to the Rock Prairie Road Landfill and Twin Oaks Construction Project.

Council member Crompton inquired about Consent Item No. 2n, funding to the Brazos County Health Department.

Mayor ProTem McIlhaney inquired about Consent Item No. 2h, Landfill compactor.

**Workshop Agenda Item No. 2 -- Presentation, possible action, and discussion of a brief from TAMU Vice President of Student Affairs General Joe Weber on his plans and philosophy for the Division of Student Affairs which crosses a wide range of many services.**

Hayden Migl, Assistant to City Manager introduced General Joe Weber, TAMU Vice President of Student Affairs .

General Weber presented his plans and philosophy for the Division of Student Affairs, which offers a wide range of functions such as student government, counseling, student activities, health services, Recreational Sports, and the operations of the Memorial Student Center.

No action was taken.

**Workshop Agenda Item No. 3 -- Presentation, possible action and discussion on a briefing from Midway Companies regarding the proposed Campus Pointe development.**

David Gwin, Director of Economic and Community Development introduced Brandon Houston with Midway Companies.

Randy Houston, representative of Midway Companies presented the proposed Campus Pointe Development. He also stated for several years, TAMU has been exploring the possibility of developing University-owned property located northeast of the intersection of University Drive and South College Avenue. The general area encompasses approximately 100 acres and is currently home to Hensel Park and partially developed as University-owned and managed student housing.

Mr. Houston stated that TAMU is considering entering into a long-term ground-lease with Midway Companies, for a dense mixed use development that could include a number of new uses such as: a hotel, retail shops, and offices. The goals of the joint venture are listed below:

Goals:

- Transportation efficiency
- Controlled site disturbance
- Storm water management
- Reduce heat islands / Indigenous landscape
- Water use reduction
- Energy Optimization
- Use of regional / local materials
- Optimization of daylight and views
- Indoor air quality

City of College Station participation opportunities:

Council members expressed comments to the developer about the city's recent initiative to have a city owned convention center.

Mr. Houston noted that this developer will seek City of College Station's participation in Site Development and Construction investments, Roadway and Infrastructure investments, and Operating Cost Assistance at Campus Pointe

No formal action taken.

**Workshop Agenda Item No. 4 -- Presentation, possible action, and discussion regarding changes to the City's smoking ordinance.**

Hayden Migl, Assistant to City Manager introduced Kristine Weaver, Regional Director of Government Relations with the American Cancer Society.

Ms. Weaver recognized Dr. Philip Huang, Medical Director and Health Authority for Austin/Travis County Health Department. He presented a variety of health statistics related to smoking and public safety.

Council indicated new interest in amending the current smoking ordinance providing non-smoking on all public places, with few exceptions. Council directed staff to engage stakeholders in a public hearing and requested the City Attorney draft language for the expanded ordinance.

**Workshop Agenda Item No. 5 -- Presentation, possible action, and discussion regarding tree preservation in College Station and clarification on the policy options presented by staff.**

Lindsay Boyer, Senior Planner described tree preservation ordinances from other communities. She highlighted comments made by stakeholders and the Planning and Zoning Commission, and staff commentary on items that could be included in a tree preservation ordinance for College Station.

Bob Cowell, ACIP, Director of Planning and Development Services made additional comments on ideas, suggestions, and issues for discussion with Council: These comments related to the following categories:

Protection Options:

- Specimen trees
- Tree stands
- Number of trees
- All trees of a specific size
- Canopy/shade covers
- Designated heritage/historic trees
- Other items to be considered
- Species to include/exclude
- Underbrush

Mitigation:

- Planting replacement trees (size, species)
- Maximum lot coverage
- Transplanting existing trees
- Fees (tree fund)
- Allow for alternate proposals
- Waivers to standards

Incentives:

- Density / Clustering bonuses
- Dimensional standard variations
- Buffer bonus
- Landscaping
- Parking spaces
- Subdivision design

Application Options:

- Commercial / multi-family
- Existing single-family
- New single-family
- Preservation zones
- Redevelopment
- Citywide

Council supported the continuance of developing the tree preservation ordinance that will accommodate the entire community, and in addition, establishing tree preservation zones.

No formal action was taken.

At 5:25 pm Mayor White announced that the City Council would convene into executive session pursuant to Sections 551.071, 551.086, and 551.087 of the Open Meetings Act to seek the advice of our city attorney, to consider competitive matters, and economic development negotiations.

**Workshop Agenda Item No. 10 -- Executive Session will immediately follow the workshop meeting in the Administrative Conference Room.**

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

- a. Application with TCEQ for permits in Westside/Highway 60 area, near Brushy Water Supply Corporation.
- b. Sewer CCN permit requests.
- c. Water CCN permit requests.
- d. Water service application with regard to Wellborn Special Utility District.
- e. Bed & Banks Water Rights Discharge Permits for College Station and Bryan

- f. Attorney-client privileged information and possible contemplated litigation of prior expenditures of College Station funds made by Paul Urso to Texcon.
- g. Legal aspects of Water Well, permits and possible purchase of or lease of water well sites.
- h. Cliff A. Skiles, DVM & C.A. Skiles Family Partnership, Ltd. Water permit applications with the Brazos Valley Groundwater Conservation District.
- i. JK Development v. College Station.
- j. Taylor Kingsley v. College Station.
- k. State Farm Lloyds as Subrogee of Mikal Klumpp v. College Station.
- l. TMPA v. PUC (College Station filed Intervention).
- m. City of Bryan suit filed against College Station, Legal issues and advise on Brazos Valley Solid Waste Management Agency contract, on proposed methane gas contract. Update on legal proceedings for Grimes County Landfill site and contracts for development of Grimes County site.

Competitive Matter {Gov't Code Section 551.086}; possible action The City Council may deliberate, vote, or take final action on a competitive matter in closed session. The City Council must make a good faith determination, by majority vote of the City Council, that the matter is a Competitive Matter. A "Competitive Matter" is a utility-related matter that the City Council determines is related to the City of College Station's Electric Utility Competitive Activity, including commercial information, which if disclosed would give advantage to competitors or prospective competitors. The following is a general representation of the subject(s) to be considered as a competitive matter.

- a. Power Supply

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

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

- a. Proposed Development generally located southeast of the Intersection of Earl Rudder Freeway and Southwest Parkway

**Workshop Agenda Item No. 11 -- Action on executive session, or any workshop agenda item not completed or discussed in today's workshop meeting will be discussed in tonight's Regular Meeting if necessary.**

Council recessed from the executive session at 6:55 pm.

**Workshop Agenda Item No. 12 -- Adjourn.**

The workshop meeting concluded following the regular meeting. See regular meeting minutes for discussion of remaining workshop items.

### **Minutes of Regular Meeting**

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

Mayor White called the meeting to order at 7:00 p.m. Mayor White led the audience in the Pledge of Allegiance. Fire Chief R.B. Alley provided the invocation.

**Presentations:**

Mark Conlee, Mayor of the City of Bryan presented the Brazos Boot Award to Mayor White. City Manager Glenn Brown presented the TML award for "Coffee with the Mayor" in recognition of City of College Station, Mayor White, Mark Beal, Chad, Mike Neu, Chad Cockrum and Peggy Calliham.

Mayor White presented the Texas Amateur Athletic Federation Awards and Recognition to the Parks and Recreation Department.

Mayor White also presented the Texas Amateur Athletic Federation Service Awards to David Gerling, Rec. Superintendent, in honor of 15 years of service.

**Hear Visitors:**

Buck Prewitt, 2302 Scotney Ct. - stated concern for lack of input by citizens prior to the adoption of the Traffic Impact Analysis.

Nathan Fort, Holleman Dr., TAMU student - requested Council consider a recycling program for Northgate District.

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

a. Approved minutes 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. Approved the 2008 Property Tax Roll in the amount of \$22,074,830.98. 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.

c. Approved the 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. Approved **Resolution No. 11-5-08-2d** on the renewal of an annual price agreement with Nafeco Inc., in an amount not to exceed \$56,448.00 for fire protective clothing.

e. Approved 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. Approved **Resolution No. 11-5-08-2f** declaring intention to reimburse certain Twin Oaks Landfill expenditures with proceeds from debt.

g. Approved **Resolution No. 11-5-08-2g** adopting the awarded contract #08-286 for the Eagle Avenue Extension Project to Brazos Paving in the amount of \$790,554.15.

h. Approved 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. (ITEM REMOVED BY STAFF, SCHEDULED FOR FUTURE COUNCIL MEETING)

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. (ITEM REMOVED BY STAFF, SCHEDULED FOR FUTURE COUNCIL MEETING)

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. (ITEM REMOVED BY STAFF, SCHEDULED FOR FUTURE COUNCIL MEETING)

m. Approved funding agreement between the City of College Station and Keep Brazos Beautiful for FY09 in the amount of \$60,240.

n. Approved funding addendum that will authorize expenditures for the Brazos County Health Department in the amount of \$340,885.

Council member Massey made a motion to approve consent agenda items 2a thru 2h and 2m and 2n. Council member Maloney seconded the motion, which carried 7-0.

FOR: Mayor White, Mayor Pro Tem McIlhaney, Crompton, Massey, Maloney, Stewart and Ruesink.  
AGAINST: None

**Regular Agenda Item No. 1 -- Public hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning seven easements located at 1815 Brothers Boulevard. (WalMart).**

Alan Gibbs, City Engineer, presented Council seven ordinances vacating and abandoning easements located at 1815 Brothers Blvd for the expansion of Wal-Mart.

Lisa Elledge, a Wal-Mart representative introduced Joe Groso, Civil Engineer. Mr. Groso presented the expansion plan of the Super Wal-Mart. Greg Oltman and Raymond Harris, Architects for the project presented the design of the Super Wal-mart.

Mr. Gibbs gave an explanation that all easements may not be vacated simultaneously due to the project differences.

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

Council member Maloney made a motion to approve **Ordinance No.'s 3123, 3124, 3125, 3126, 3127, 3128, and 3129** for the seven abandoned easements located on 1815 Brothers Blvd. Mayor Pro Tem McIlhaney seconded the motion, which carried 7-0.

FOR: Mayor White, Mayor Pro Tem McIlhaney, Crompton, Massey, Maloney, Stewart and Ruesink.  
AGAINST: None

**Regular Agenda Item No. 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.**

Bob Cowell, ACIP, Director of Planning and Development presented an overview of 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 needed. A number of stakeholder meetings were held as well as additional meetings with the Planning and Zoning Commission and the Council.

During these various meetings it was concluded consensus could be not likely reached on many of the issues identified in the report or 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 or 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 or option in the ETJ.

The remaining items contained in the report will be 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.

David Coleman, Director of Water Services briefly explained the Aerobic system's spray, the lack of system maintenance, and resulting problems.

Don Plitt, Environmental Specialist with the Brazos County Health Department presented a report including inspections of on-site sewage facilities in the ETJ. 30%-50% of the facilities are non compliant. In response to City Council's questions, Mr. Plitt recommended at least a 1.5 acre lot size for residential development.

Mayor White opened the public hearing.

Citizens opposed to the 2 acre lot size:

Randy French, 4301 Cupstone  
 Dorthea Robinson, Michthea Lane  
 Jane Cohen, 3655 McCullough Road  
 Matthew Moore, 4404 Spring Branch Ct.  
 County Judge Randy Sims, 206 Hearths Tone Cir.  
 Sherman Click, 4376 Bentwood  
 Jim Maness, 1733 Arrington Rd  
 Diane Goodman, 2181 Peach Creek  
 Glenn Thomas, 1110 12<sup>th</sup> Man  
 Lloyd Wassermann, 12318 N. Dowling  
 ML Schohon, 4440 College Station  
 Connie Hearne, 1008 Haywood  
 Phillip Ross, 1414 Peach Creek Cut off  
 Chuck Ellison 2902 Camille Dr.

Citizens for the 2 acre lot size:

Roger Bligh, 13613 Headwater  
 James Sachtleben, 13922 Suzanne  
 Debbie Wentling, 3622 Capstone Dr.  
 Dave Wentling, 3622 Capstone Dr.  
 Gary Kovar, 13822 Apricot Glen  
 Oliver Longnecker, 13411 Headwater Ln.  
 Phil Gougler, 13515 Headwater Ln.  
 Nancy Todd, 13891 Apricot Glen  
 Jeannie Longnecker, 13411 Headwater Ln.  
 Steven Davee, 13786 Suzanne Pl.  
 Jody Gougler, 13515 Headwater Ln.  
 Tami Laza, 13858 Apricot Glen

Citizens opposed to the 2 acre lot size:

Keith Ellis, 101 Grove  
Heath Shannon, 300 Greeson  
Buck Prewitt, 2302 Scotney Ct.  
Ken Davis, 11455 Deer Creek  
Bruce Lesikar, 5707 Shellbournes Hill  
Billy Chenault, 3413 Settlement Dr.  
Deborah Voorhees, 4070 Sweetwater Dr.  
George Richardson, 4070 Sweetwater Dr.  
Randall Pitcock, 2414 Stone Castle

Mayor White closed the public hearing at 9:18 p.m.  
Mayor White called for a 10 min recess.  
Mayor White reopened the public hearing at 9:30 p.m.  
Roger Bligh, 13613 Headwater, testified in support of 2 acre lot size  
Mayor White closed the public hearing.

Mayor White suggested voting protocol as a separate vote for each staff recommendation. Council concurred.

Council member Crompton moved to approve **Ordinance No. 3130** on the removal of master plans as a requirement and removal of the urban street as a requirement in the ETJ. Council member Massey seconded the motion, which carried 7-0.

Mayor Pro Tem McIlhaney moved to approve **Ordinance No. 3131** on establishing the minimum lot size in the ETJ of one acre and establishing a minimum lot width of one-hundred feet (100'). Council directed staff to forward the issue to Commissioners Court and the Health Department. Council member Stewart seconded motion, which carried 6-1.

FOR: Mayor White, Mayor Pro Tem McIlhaney, Massey, Maloney, Stewart and Ruesink.  
AGAINST: Council member Crompton

**Regular Agenda Item No. 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).**

Alan Gibbs, City Engineer presented an overview of the consideration of the Zero-Rise regulation to the Flood plain regulations. 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 floodplain as long as it does not result in a net rise in the 100 year flood elevation.

Council expressed concerned with the affects of Zero-Rise on ETJ.  
Alan Gibbs stated Zero-Rise will not affect the ETJ.

Mayor White opened the public hearing.  
Chuck Ellison, 2902 Camille Dr. – voiced concern involving City property and eminent danger to residents  
Rebecca Riggs, with Mitchell and Morgan – not opposed to the zero-rise but would like to see the Council delay action for further review.  
Fred Paine, 1012 San Benito with Kling Engineering – hope for Councils consideration on the zero-rise.  
Joe Schultz, 3208 Innsbrook, representing Wallace Phillips - requested the completion of the terms for zero-rise.

Veronica Morgan, with Mitchell and Morgan – offered various methods to accomplish the zero-rise.

Dale Browne, 1613 Peach Crossing with McClure and Brown Engineering – agreed with Veronica Morgan but would like Council to look at a grandfather clause.

Sherry Ellison, 2705 Brookway Dr. – not opposed to the zero-rise but concerned with a grandfather clause.

Matt Moore, 4401 Spring Branch Ct. – current landholder expressed concern with the affects of zero-rise.

Mayor White closed the public hearing.

Council member Maloney moved passage of the no adverse impact ordinance for 90 days and to revisit six to nine months to determine effectiveness. Council member Massey seconded the motion. Council member Maloney withdrew this motion.

Council member Maloney moved to direct staff to work with City Attorney to prepare an ordinance reflecting a grandfather clause and no adverse impact options. Council member Massey seconded the motion.

Council member Crompton moved approval of the ordinance as presented. Motion died for lack of second.

Council member Maloney moved to direct staff to coordinate with the City Attorney to create an ordinance containing zero-rise, the grandfather clause, and no adverse impact toolkit. Council member Massey seconded the motion, which carried 7-0.

FOR: Mayor White, Mayor Pro Tem McIlhaney, Crompton, Massey, Maloney, Stewart and Ruesink

AGAINST: None

**Regular Agenda Item No. 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.**

Jennifer Prochazka, Senior Planner presented the Land Use Plan element of the Comprehensive Plan regarding a zoning change from Single-Family Medium Density, Floodplains & Streams to Regional Retail, Office and Residential. The property, 31.19 acres, is located at the northeast corner of William D. Fitch and its future intersection with Victoria. Staff recommended denial due to the incompatibility of rezoning.

Mayor White opened the public hearing.

Joe Schultz, 3208 Innsbrook, applicant spoke in support of rezoning.

Wallace Phillips, 4490 Castle Gate, the developer answered questions of the Council.

Mayor Pro Tem McIlhaney requested reevaluation by the P&Z Commission of the PDD comprehensive plan, the configuration of floodplain, and allowance of mixed use.

Mayor White closed the public hearing.

Council member Maloney moved to approve **Ordinance No. 3132** on the amendment of the Comprehensive Plan from Single-Family Medium Density and Floodplains & Streams to Regional Retail, Office and Residential for 31.19 acres located at the northeast corner of William D. Fitch and its future intersection with Victoria. Council member Massey seconded the motion, which carried 7-0.

FOR: Mayor White, Mayor Pro Tem McIlhaney, Crompton, Massey, Maloney, Stewart and Ruesink

AGAINST: None

**Regular Agenda Item No. 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.**

Alan Gibbs, City Engineer, presented a brief overview of the meeting with National Flood Insurance Program (NFIP) Coordinator and the Texas Water Development Board on August 18, 2008, where the state conducted a Community Assistance Visit (CAV) for FEMA. In the following meeting; the NFIP Coordinator, reviewed our local Ch. 13 Flood Hazard Protection Ordinance to propose an amended ordinance which identified needs to update the meeting with FEMA minimum standards. Staff recommended approval of this ordinance amendment.

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

Council member Massey moved to approve **Ordinance No. 3133** to amend Chapter 13 of the Flood Hazard Protection as presented. Council member Maloney seconded the motion, which carried 7-0.

FOR: Mayor White, Mayor Pro Tem McIlhaney, Crompton, Massey, Maloney, Stewart and Ruesink

AGAINST: None

**Regular Agenda Item No. 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.**

Alan Gibbs, City Engineer presented an easement abandonment that will accommodate the development of this subject tract as Aggie Pet Zone. He explained that there are no public or private utilities in the subject portion of easement to be abandoned. The 20-foot wide public utility easement abandonment is centered on the lot line between Lots 6R and 7R, Block 2 of Rock Prairie West Business Park. Staff recommended approval of the ordinance.

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

Council member Maloney moved to approve **Ordinance No. 3134** to abandon the 20 ft public easement located on 3227 Rock Prairie Road West. Council member Massey seconded the motion, which carried 7-0.

FOR: Mayor White, Mayor Pro Tem McIlhaney, Crompton, Massey, Maloney, Stewart and Ruesink

AGAINST: None

**Workshop Agenda Item No. 6 -- Presentation, possible action, and discussion of the City Council's 2008-2009 Strategic Plan.**

City Manager Glenn Brown presented modified version of the Council's 2008-2009 Strategic Plan. The Plan was revised by the City Council during the summer retreat.

Council member Crompton made a motion to approve the modified City Council 2008-2009 Strategic Plan. Council member Stewart seconded the motion, which carried 7-0.

FOR: Mayor White, Mayor Pro Tem McIlhaney, Crompton, Massey, Maloney, Stewart and Ruesink

AGAINST: None

**Workshop Agenda Item No. 7 -- Council Calendar**

Council reviewed calendar.

**Workshop Agenda Item No. 8 -- Presentation, possible action, and discussion on future agenda items: A Council Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.**

Council member Massey - briefing on future agenda of land holdings of the City and reaffirm of their use.

Council member Massey - land development by the City of liquidate them.

Council member Crompton - stated for future agenda the discussion on the policy issues, illegal use of fields, maintenance of fields, and registration issues of the baseball fields and taxi businesses.

Mayor ProTem McIlhaney - TML conference update and the process for development of departments.

Council member Massey – defer this item to a midyear retreat. (City hall strategy)

Council member Ruesink – future workshop topic – jaywalking.

**Workshop Agenda Item No. 9 -- Discussion, review and possible action regarding the following meetings: Arts Council of the Brazos Valley, Audit Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Wide Area Communications Task Force, Cemetery Committee, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Library Committee, Metropolitan Planning Organization, National League of Cities, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Sister City Association, TAMU Student Senate, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Texas Municipal League, Transportation Committee, Wolf Pen Creek Oversight Committee, Wolf Pen Creek TIF Board, Zoning Board of Adjustments (Notice of Agendas posted on City Hall bulletin board).**

No discussion was held.

At 12:40 am on Thursday, November 6, 2008 Mayor White announced that the City Council would convene into executive session pursuant to Sections 551.071, 551.086, and 551.087 of the Open Meetings Act to seek the advice of our attorney, to discuss competitive matters, and discuss economic development negotiations.

**Regular Agenda Item No. 7 -- Adjourn.**

Hearing no objections, Mayor White adjourned the meetings at 1:10 am on Thursday, November 6, 2008.

PASSED AND APPROVED this 24<sup>th</sup> day of November, 2008.

APPROVED

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

ATTEST:

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



**Mayor**  
Ben White  
**Mayor ProTem**  
Lynn McIlhane  
**City Manager**  
Glenn Brown

**Councilmembers**  
John Crompton  
James Massey  
Dennis Maloney  
Lawrence Stewart  
David Ruesink

**Draft Minutes**  
**City Council Special Meeting**  
**Monday, November 17, 2008 at 5:15 pm**  
**City Hall Council Chambers, 1101 Texas Avenue**  
**College Station, Texas**

**COUNCIL PRESENT:** Mayor White, Council members Crompton, Massey, and Stewart.

**STAFF PRESENT:** Deputy City Manager David Neeley, Assistant City Manager Merrill, City Attorney Cargill Jr., City Secretary Hooks, Deputy City Secretary McNutt

**Agenda Item No. 1** -- Mayor White called meeting to order at 5:15 p.m.

**Agenda Item No. 2 -- Presentation, discussion, and possible action on a resolution to canvass the results of the Bond Election and the Charter Amendment Election held on November 4, 2008.**

Connie Hooks, City Secretary presented a resolution on the results of the Bond Election and the Charter Amendment Election held on November 4, 2008.

Council member Massey moved to approve **Resolution 11-17-08-2** on the results of the Bond Election and the Charter Amendment Election. Council member Crompton seconded the motion, which carried 4-0.

FOR: Mayor White, Council members Crompton, Massey, Stewart

AGAINST: None.

ABSENT: Mayor Pro Tem McIlhane, Council members Maloney, Ruesink

**Agenda Item No. 3 -- Adjourn.**

Hearing no objections, Mayor White adjourned the meeting at 5:18 p.m. on Monday, November 17, 2008.

PASSED AND APPROVED this 24<sup>th</sup> day of November, 2008.

APPROVED

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Mayor Ben White

ATTEST:

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City Secretary Connie Hooks



**Mayor**  
Ben White  
**Mayor Pro Tem**  
Lynn McIlhaney  
**City Manager**  
Glenn Brown

**Councilmembers**  
John Crompton  
James Massey  
Dennis Maloney  
Lawrence Stewart  
David Ruesink

**Draft Minutes**  
**City Council Workshop & Regular Minutes**  
**Monday, November 24, 2008 3:00 p.m.**  
**City Hall Council Chambers, 1101 Texas Avenue**  
**College Station, Texas**

**COUNCIL PRESENT:** Mayor White, Mayor Pro Tem McIlhaney, Council members Maloney Crompton, Massey, Ruesink and Stewart

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

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

Council member Massey absent

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

Consent Agenda Items No. 2a, 2d, 2g, and 2l were removed from the consent agenda and placed on future meeting agenda.

Mayor Pro Tem McIlhaney noted her abstention from Consent Item No. 2b.

**Workshop Agenda Item No. 2 -- Presentation, possible action, and discussion regarding the 2009 Planning & Zoning Commission Plan of Work.**

John Nichols, Chairman of Planning and Zoning Commission called the meeting into order at 7:04 pm.

Bob Cowell, ACIP, Director of Planning and Development Services outlined the Plan of Work. Council and P&Z Commissioners discussed the Plan of Work format. The plan continues to align with the Department's Strategic Business Plan. Items are assigned within one of four categories: Community & Neighborhood Planning, Data Collection & Analysis, Development Services, and Outreach & Communications. They also discussed the additional descriptions that are provided to better track the purpose and progress of each item through the year. Staff recommended endorsement of the items contained within the 2009 P&Z Plan of Work.

Council member Crompton made a motion to approve the 2009 P&Z Plan of Work project. Mayor Pro Tem McIlhaney seconded the motion, which carried 6-0.

FOR: Mayor White, Mayor Pro Tem McIlhaney, Crompton, Maloney, Stewart and Ruesink

AGAINST: None

ABSENT: Council member Massey

John Nichols, Chairman of P&Z Commission adjourned their meeting at 3:35 p.m.

**Workshop Agenda Item No. 3-- Presentation, possible action, and discussion on a Memorandum of Agreement between the City of College Station, Research Valley Partnership and Lynntech, Inc.**

David Gwin, Director of Economic Development presented a Memorandum of Agreement which provided a general framework under which the City will facilitate reinvestment and new development in and around the former Westinghouse facility, located at 2501 Earl Rudder South. The agreement outlined those items for which each party shall be responsible and also identified specific performance for the private sector entity.

John Clanton, President of Lynntech made a few remarks about the concept plan.

No formal action was taken.

**Workshop Agenda Item No. 4 -- Presentation, possible action, and discussion on a resolution supporting the City's desire to become a certified "Film Friendly Texas" Community through the State of Texas Film Commission; and adoption of the Guidelines for Filming in the City of College Station.**

David Gwin, Director of Economic Development explained the item. He stated that the convention and Visitors Bureau has been assisting local representatives to become a certified "Film Friendly Community", designated by the Texas Film Commission. He described the benefits of this designation. On-location filming in College Station has the potential to boost the local economy and provide numerous area-wide promotional opportunities. By becoming a certified Film Friendly Community, the City will be able to take advantage of many of the services provided by the Texas Film Commission which currently help to promote and market the community to the national entertainment industry. These include guidance and assistance in handling commercial filming opportunities; recognition on the Commission's website; and an opportunity to be featured as "Community of the Month" on the Commission's website.

Council concurred with staff's recommendation.

No formal action was taken. Consideration of the resolution was scheduled for the regular meeting.

**Workshop Agenda Item No. 5 -- Presentation possible action and discussion of a plan to plant trees on public property along Texas Avenue between Harvey Road and Harvey Mitchell Parkway.**

Mark Smith, Director of Public Works presented an updated plan to plant trees on public property along Texas Avenue between Harvey Road and Harvey Mitchell Parkway. Staff proposed a two phase process focused on "limited" areas and "unlimited" areas. The limited areas were those areas in the corridor where there are conflicts with utilities, sight triangles, poor topography; adjacent commercial property landscapes limited space availability. The unlimited areas were areas in the corridor where large shade trees are appropriate and where there are few topographic, space, utility or safety constraints.

Council directed staff to move forward with the plan to plant trees on public property.

**Workshop Agenda Item No. 6 -- Council Calendar**

Council reviewed activity calendar.

**Workshop Agenda Item No. 7 -- Presentation, possible action, and discussion on future agenda items: A Council Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting**

Council member Maloney asked staff to look into the creation of a College Station Business Association.

**Workshop Agenda Item No. 8 -- Discussion, review and possible action regarding the following meetings: Arts Council of the Brazos Valley, Audit Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Wide Area Communications Task Force, Cemetery Committee, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Library Committee, Metropolitan Planning Organization, National League of Cities, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Sister City Association, TAMU Student Senate, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Texas Municipal League, Transportation Committee, Wolf Pen Creek Oversight Committee, Wolf Pen Creek TIF Board, Zoning Board of Adjustments (Notice of Agendas posted on City Hall bulletin board).**

No discussion held.

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At 4:28 pm Mayor White announced that the City Council would convene into executive session pursuant to Sections 551.071, 551.072, and 551.087 of the Open Meetings Act to seek the advice of our city attorney, to consider competitive matters, and economic development negotiations.

**Workshop Agenda Item No. 9 -- Executive Session will immediately follow the workshop meeting in the Administrative Conference Room.**

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

- a. Application with TCEQ for permits in Westside/Highway 60 area, near Brushy Water Supply Corporation.
- b. Sewer CCN permit requests.
- c. Water CCN permit requests.
- d. Water service application with regard to Wellborn Special Utility District.
- e. Bed & Banks Water Rights Discharge Permits for College Station and Bryan
- f. Attorney-client privileged information and possible contemplated litigation of prior expenditures of College Station funds made by Paul Urso to Texcon.
- g. Legal aspects of Water Well, permits and possible purchase of or lease of water well sites.
- h. Cliff A. Skiles, DVM & C.A. Skiles Family Partnership, Ltd. Water permit applications with the Brazos Valley Groundwater Conservation District.
- i. JK Development v. College Station.
- j. Taylor Kingsley v. College Station.
- k. State Farm Lloyds as Subrogee of Mikal Klumpp v. College Station.
- l. TMPA v. PUC (College Station filed Intervention).
- m. City of Bryan suit filed against College Station, Legal issues and advise on Brazos Valley Solid Waste Management Agency contract, on proposed methane gas contract. Update on legal proceedings for Grimes County Landfill site and contracts for development of Grimes County site.
- n. Weingarten Realty Investors v. College Station, Ron Silvia, David Ruesink, Lynn McIlhaney, and Ben White.

Real Estate {Gov't Code Section 551.072}; possible action The City Council may deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on

the position of the City in negotiations with a third person. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Purchase of one or more tracts near the Wolf Pen Creek area.

Economic Incentive Negotiations {Gov't Code Section 551.087}; possible action The City Council may deliberate on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the city with which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Next Generation Industrial Park.
- b. Hotel / Convention Center.

**Workshop Agenda Item No. 10 -- Action on executive session, or any workshop agenda item not completed or discussed in today's workshop meeting will be discussed in tonight's Regular Meeting if necessary.**

At 6:50 pm, Council adjourned from the executive session and returned to Council Chambers. No formal action was taken.

**Workshop Agenda Item No. 11 -- Adjourn.**

The workshop meeting adjourned following the regular meeting.

**Minutes of Regular Meeting**

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

Mayor White called the meeting to order at 7:00 pm with all Council members present. Mayor White led the audience in the Pledge of Allegiance. Fire Chief R.B. Alley provided the invocation.

**Hear Visitors:**

Greg Taylor, 15796 I6 N, expressed his concern on the annexation proposal regarding the lack of adequate notification to potential property owners.

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

- a. Presentation, possible action, and discussion on minutes for November 5, 2008 meeting. **(Item removed)**
- b. Approved the Group Long Term Disability Policy Renewals for the calendar years of 2006, 2007, 2008, and 2009. Mayor Pro Tem McIlhaney abstained.
- c. Approved the Equipment Replacement Fund contingency transfer in the amount of \$18,881.05 for a pilot project to move selected non-Public Safety users from the 800 MHz radio system to a commercial push-to-talk radio system.
- d. Presentation, possible action, and discussion concerning a resolution approving special warranty deeds conveying one-half undivided interest to the City of Bryan in land acquired by condemnation for Twin Oaks Landfill. **(Item removed)**

- e. Approved **Resolution No. 11-24-08-2e** on awarding Bid#09-05, installation of a traffic signal at the intersection of William D. Fitch Parkway and Lakeway Drive to lowest responsible bidder Bayer Construction in the amount of \$157,232.50.
- f. Approved **Resolution No. 11-24-08-2f** on amending the authorized representatives at TexPool.
- g. Presentation, possible action, and discussion on approving the budget of the George Bush Presidential Library Foundation; and presentation, discussion and possible action on a funding agreement between the City of College Station and the George Bush Presidential Library Foundation for FY09 in the amount of \$100,000. **(Item removed)**
- h. Approved the authorizing of the expenditures for the Brazos County Appraisal District in the amount of \$237,596 pursuant to Texas State Property Tax Code Section 6.06 (d).
- i. Approved **Resolution No. 11-24-08-2i** awarding the bid and approval of a contract (Contract Number 09-04) with The Ground Crew, L.L.C., from Bryan, Texas in the amount of \$92,987.55 and sixty (60) calendar days to complete the installation of trees, landscaping, and irrigation for the Dartmouth Street Extension Project Number ST-0211, and authorizing the expenditure of funds. The total amount of the contract includes a base bid of \$89,950.05 and acceptance of Alternate #1 (use of Palisades Zoysia sod instead of Bermuda sod) in the amount of \$3,037.50.
- j. Approved the City's proposed Housing Rehabilitation and Minor Home Repair Program Guidelines.
- k. Approved **Resolution No. 11-24-08-2k** supporting the City's desire to become a certified "Film Friendly Texas" Community through the State of Texas Film Commission; and adoption of the Guidelines for Filming in the City of College Station.
- l. Presentation, possible action and discussion regarding the approval of a resolution accepting from the Governors Division of Emergency Management (GDEM) the 2008 Homeland Security Grant Program –Sub-recipient of \$166,666.67 naming a City staff member as manager of those grant funds, and approving the 2008 City of College Station Equipment List for purchase. **(Item removed)**
- m. Approved the change order to Contract #04-086 in the amount of \$6,800.00 to BRW Architects for design work associated with Police Department Renovations Project.
- n. Approved the change order #2 to engineering design contract 07-152 with Malcolm-Pirnie, Inc in the amount of \$38,125 for construction inspection services on the Parallel Water Transmission Line.
- o. Approved **Resolution No. 11-24-08-2o** awarding a professional services contract to Malcolm Pirnie Inc. in the amount of \$50,000 to conduct a feasibility study for the use of saline (brackish) groundwater wells to increase our drinking water supply.
- p. Approved **Resolution No. 11-24-08-2p** that will authorize City staff to negotiate for the purchase of an easement needed for the Wellborn Widening Project.
- q. Approved **Resolution No. 11-24-08-2q** designating the Construction Manager at Risk as an alternative procurement method for the proposed renovation and expansion to the Utility Service Center.
- r. Approved the Real Estate Contract that will authorize and direct City staff to complete the purchase of right-of-way needed for the William D. Fitch Widening Phase II Project.

- s. Approved **Resolution No. 11-24-08-2s** approving a construction contract with Brazos Valley Services for the amount of \$3,749,256.38 for the construction of the WD Fitch Pkwy Widening Phase II Project.
- t. Approved the Change Order No. 4 to the construction contract (Contract No. 08-044) with JaCody, Inc. in the amount of \$156,468 for the CSU Meeting & Training Facility.
- u. Approved **Resolution No. 11-24-08-2u** on the construction contract (Contract #09-032) with Brazos Valley Services in the amount of \$1,847,972.66 for the Barron Road Capacity Improvements Phase 1 Project.
- v. Approved **Resolution No. 11-24-08-2v** on a Professional Services Contract with Lockwood, Andrews, Newnam, Inc., in the amount of \$188,700, for the design of the Carters Creek Wastewater Treatment Plant Miscellaneous Improvements, and approved **Resolution No. 11-24-08-2v-a** declaring intention to reimburse certain expenditures with proceeds from debt.
- w. Approved the Memorandum of Agreement between the City of College Station, Research Valley Partnership and Lynntech, Inc.

Council member Crompton moved to approve consent agenda items 2b thru 2w with the exception of items 2a, 2d, 2g, & 2l. Council member Massey seconded the motion, which carried 7-0. Mayor ProTem McIlhaney abstained from consent agenda item 2b.

FOR: Mayor White, Mayor Pro Tem McIlhaney, Crompton, Massey, Maloney, Stewart and Ruesink  
AGAINST: None

**Regular Agenda Item No. 1 -- Public hearing, presentation, possible action and discussion regarding a resolution increasing the drainage utility rate.**

Mark Smith, Director of Public Works presented the resolution authorizing the increase of drainage utility rate from \$3.50 to \$5.00 per month for a single family residence, from \$1.57 to \$2.25 per month for a multi-family residence and \$1.65 to \$2.35 per 1000 sf per month for commercial properties. He explained that the rates have not increased since the designation of the drainage utility fee in 1996. He also added that the population growth has rapidly increased and the fees must be in compliance with the stormwater pollution prevention plan.

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

Council member Crompton moved to approve **Resolution No. 11-24-08-01** authorizing the increase in drainage utility rates as presented. Council member Maloney seconded the motion, which carried 7-0.

FOR: Mayor White, Mayor Pro Tem McIlhaney, Crompton, Massey, Maloney, Stewart and Ruesink  
AGAINST: None

**Regular Agenda Item No. 2 -- Public hearing, presentation, possible action and discussion on a Comprehensive Land Use Plan amendment from Industrial R&D to Residential Attached for 1.32 acres located at 300 Holleman Drive, located next to the Verizon building near Lassie Lane.**

Molly Hitchcock, Planning Administrator presented an amendment to the comprehensive land use plan for 1.32 acres located at 300 Holleman Drive. She explained the various types of rezoning in this area and the mixed use in the area for Wolf Pen Creek. P&Z Commission and staff recommended denial of the request.

John Nichols, Chairman of P&Z Commission stated that P&Z recommended denial of the applicant request on the amendment to the comprehensive land use plan.

Mayor White opened the public hearing.

Jason McAllister, 636 San Mario Ct., VP of the Oldham Group explained the retail component of this property. Jane Kee, IPS Group asked Council to consider what type of zoning it wants for the area, considering traffic volume.

Bo Miles, IPS Group and local developer and contractor at 341 Landsburg, stated that the project construction proposes to build and share with the Wolf Pen Creek Corridor.

Scott Ball, IPS Group and owner of Wolf Creek Condo Development at 4711 Johnson Creek Loop, inquired about the Council's vision of the Corridor.

Mayor White closed the public hearing.

Mayor Pro Tem McIlhaney made a motion to refer the item back to P&Z for more discussion and have a further look into the corridor and the adjacent tracts. Council member Stewart seconded motion, which carried 4-3.

FOR: Mayor White, Mayor Pro Tem McIlhaney, Stewart and Ruesink

AGAINST: Maloney, Crompton, and Massey

**Regular Agenda Item No. 3 -- Public hearing, presentation, possible action, and discussion regarding an ordinance rezoning from A-O Agricultural Open to C-1 General Commercial Industrial for 2.056 acres located at 1780 Greens Prairie Road West, and more generally located near the northwest corner of the intersection of Greens Prairie Road and Arrington Road.**

Molly Hitchcock, Planning Administrator presented the staff report. The property owner has requested a rezoning for 2.056 acres located at 1780 Greens Prairie Road from A-O Agricultural Open to C-1 General Commercial Industrial. P&Z Commission and staff recommended approval of this request.

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

Council member Maloney made a motion to approve **Ordinance No. 3135** rezoning from A-O Agricultural Open to C-1 General Commercial Industrial for 2.056 acres located at 1780 Greens Prairie Road West, and more generally located near the northwest corner of the intersection of Greens Prairie Road and Arrington Road. Council member Massey seconded the motion, which carried 7-0.

FOR: Mayor White, Mayor ProTem McIlhaney, Crompton, Massey, Maloney, Stewart and Ruesink

AGAINST: None

**Regular Agenda Item No. 4 -- Public hearing, presentation, possible action and discussion regarding a Comprehensive Plan Amendment - Land Use for 2.70 acres located at 2875 Earl Rudder Freeway, and more generally located next to the North Forest Professional Park, from Floodplains & Streams and Single-Family Residential Medium Density to Office.**

Molly Hitchcock, Planning Administrator presented an amendment of the Comprehensive Plan Amendment Land Use for 2.70 acres located at 2875 Earl Rudder Freeway. P&Z Commission and the Staff recommended approval of the request to change the land use designation of the 1.69 acre portion currently designated as Single Family Residential Medium Density to Office. Staff recommended denial of the request to change the land use designation of the 1.01 acre portion currently designated as Floodplains & Streams to Office.

John Nichols, Chairman of P&Z Commission described the outcome of the Planning and Zoning Commission's decision which was a tie vote of 3-3.

Mayor White opened the public hearing.

Fred Bayless, 7610 River Ridge, representative of the property owner Dr. Salzar, requested Council's consideration to approve the rezoning to allow applicant to realign the property. He indicated that the property owner is willing to donate a portion of the greenways property to the City..

Joe Schultz, 3208 Innsbrook, described the subject property.

Mayor White closed the public hearing.

Council Member Maloney made a motion to approve **Ordinance No. 3136** as recommended by staff and Planning and Zoning Commission to change the land use designation of the 1.69 acre portion from Single Family Residential Medium Density to Office. Council member Stewart seconded the motion, which carried 5-1. Mayor Pro Tem McIlhane abstained from discussion and vote.

FOR: Mayor White, Massey, Maloney, Stewart and Ruesink

AGAINST: Crompton

Mayor Pro Tem McIlhane abstained

**Regular Agenda Item No. 5 -- Public hearing, presentation, possible action, and discussion regarding an ordinance rezoning from R-1 Single Family Residential and A-O Agricultural-Open to PDD Planned Development District for 120.77 acres located at 1430 Harvey Mitchell Parkway South generally located opposite the intersection with Holleman Drive.**

Bob Cowell, AICP, Director of Planning and Development presented a rezoning of 120.77 acres located at 1430 Harvey Mitchell Parkway South from R-1 Single Family Residential and A-O Agricultural-Open to PDD Planned Development District. P&Z Commission and Staff recommended approval of the request with three conditions: the width of the buffer areas be a minimum of 35 feet, the maximum square feet of retail for area F1 be limited to 75,000 square feet, and the connection road to Place Properties is constructed as a private drive instead of the a public street and its alignment not be restricted to the proposed location but will be located at any point between to two properties such that the connection is made.

Veronica Morgan with Mitchell and Morgan presented a video of the rezoning and development of Capstone.

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

Council member Massey moved to approve **Ordinance No. 3137** to rezone 120.77 acres located at 1430 Harvey Mitchell Parkway South generally located opposite the intersection with Holleman Drive. from R-1 Single Family Residential and A-O Agricultural-Open to PDD Planned Development District. Council member Maloney seconded the motion, which carried 7-0.

FOR: Mayor White, Mayor ProTem McIlhane, Crompton, Massey, Maloney, Stewart and Ruesink

AGAINST: None

Mayor White called for a recess 8:50 p.m.

Mayor White reconvened at 9:00 p.m.

**Regular Agenda Item No. 6 -- Public hearing, presentation, possible action and discussion regarding an amendment to the Comprehensive Land Use Plan from Single-Family Residential Medium Density to Retail Regional West, and more generally located near the southwest corner of the intersection of Greens Prairie Road and Arrington Road.**

Molly Hitchcock, Planning Administrator presented an amendment to 34.6 acres located at 1775 Greens Prairie Road West. She also stated that Part of the amendment will not be discussed due to posting error but rezoning

of the Retail Region could be discussed. P&Z recommendation failed on a 3-3 vote and staff recommended denial due to the compatibility.

Parviz Vessali, applicant at 110 Pershing, gave Council an overview for the purpose of the rezoning to retail and explained to Council that they are only approving the Retail Regional use not on the Residential.

John Nichols Chairman P&Z Commission stated that the item before them was for an amendment to the Comprehensive Land Use Plan.

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

Council member Crompton moved to deny applicants request. Motion failed due to lack of second.

Mayor Pro Tem McIlhaney moved to refer back to P&Z to look at PDD which would contain Mix-Use, Retail, Residential and Office. Council member Stewart seconded the motion, which carried 4-3.

FOR: Mayor White, Mayor Pro Tem McIlhaney, Stewart and Ruesink

AGAINST: Maloney, Crompton, and Massey

**Regular Agenda Item No. 7 -- Public hearing, presentation, possible action and discussion on a Comprehensive Land Use Plan amendment from Industrial R&D to Residential Attached for 5.59 acres located on the northern corner of the intersection of State Highways 60 and 47.**

Molly Hitchcock, Planning Administrator presented the staff report. The Comprehensive Land use Plan amendment is for 5.59 acres located on the northern corner of the intersection of State Hwy 60 and 47 from Industrial R&D to Residential. P&Z Commission and Staff recommended denial of the amendment due to compatibility.

Switzer Deason, 1017 Lyceum Ct., applicant, stated that the area land uses had changed and it was compatible with the Residential District.

John Nichols, Chairman of P&Z Commission, stated his support of retirement community in the community. However, the proposed area is not the appropriate location.

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

Council member Maloney made a motion to deny the request of rezoning the 5.59 acres located on the northern corner of the intersection of State Highways 60 and 47. Council member Massey seconded the motion, which carried 7-0.

FOR: Mayor White, Mayor Pro Tem McIlhaney, Crompton, Massey, Maloney, Stewart and Ruesink

AGAINST: None

**Regular Agenda Item No. 8 -- Public hearing, presentation, possible action, and discussion on an amendment to the Unified Development Ordinance, Section 5.9, Single-Family Overlay Districts as it relates to the minimum number of petition signatures to request an overlay.**

Bob Cowell, AICP, Director of Planning and Development Services presented an overview of the revised Single-Family Overlay District and the language to reduce the percentage of owners required to sign for a petition requesting an overlay rezoning. The amendment will reduce the requirement from 60% to 50% plus one (1).

John Nichols, Chairman of P&Z Commission explained the P&Z decision on the denial of the amendment by a vote of 6-1.

Mayor White opened the public hearing.

Lisa Yeagin Robinson, 605 Guensey, opposed to amendment.

Sherry Ellison, 2705 Brookway Dr., supports the amendment.

James R. Robinson, 605 Guernsey, opposed to amendment.

Henry Wittner, Press of Raintree Homeowners Association, supported the amendment.

Mayor White closed the public hearing.

Council member Crompton moved to approve **Ordinance No. 3138** to amend the Single-Family Overlay District as it related to the minimum number of petition signatures of 50 percent plus one to request an overlay.. Council member Maloney seconded the motion, which carried 4-3.

FOR: Mayor Pro Tem McIlhaney, Crompton, Massey and Maloney

AGAINST: Mayor White, Stewart and Ruesink

**Regular Agenda Item No. 9 -- Presentation, possible action and discussion regarding the establishment of a neighborhood grant program and revisions to the current gateway grant program.**

Bob Cowell presented an overview of the establishment of a neighborhood grant program and revisions to the current gateway grant program.

Barbara Moore, Neighborhood and Community Relations Coordinator explained the Grant funding of \$15,000.

Goals:

Strengthen & improve neighborhood associations

Improve the appearance of city neighborhoods

Strengthen the relationship between the HOA and the City government

Stimulate inter-neighborhood cooperation

Encourage new communities to develop their own neighborhood associations

Stimulate interaction between all College Station HOAs/Neighborhood associations

Council member Crompton made a motion to approve the report on neighborhood grant programs and revisions to the current gateway grant program. Council member Stewart seconded the motion, which carried 7-0.

FOR: Mayor White, Mayor Pro Tem McIlhaney, Crompton, Massey, Maloney, Stewart and Ruesink

AGAINST: None

**Regular Agenda Item No. 10 -- Presentation, possible action and discussion regarding a resolution of the City Council of the City of College Station, Texas, approving and setting fees for Parks and Recreation activities and facilities for Calendar Year 2009.**

Tony Cisneros, Director of Parks and Recreation presented an annual review of the user fees to determine direct costs, as well as local "market" rates for individual programs and facilities. Further the Parks and Recreation Advisory Board established a departmental fee policy statement to provide guidance in the establishment of fees. This policy is consistent with the City's fiscal and budgetary policy. The Parks and Recreation Advisory Board also recommended approval of the fees as submitted for Calendar Year 2009. The Municipal Cemetery System fees were also added to the list of parks user fees.

Council requested staff to change fee amount to \$10.00 for parking on football weekends.

Council member Crompton moved to approve **Resolution No. 11-24-08-10** with suggested changes to parking fees. Mayor Pro Tem McIlhaney seconded the motion, which carried 7-0.

FOR: Mayor White, Mayor Pro Tem McIlhaney, Crompton, Massey, Maloney, Stewart and Ruesink  
AGAINST: None

**Regular Agenda Item No. 11 -- Presentation, possible action, and discussion of Federal Emergency Management Agency's (FEMA) Community Rating System (CRS) program and consideration for a Resolution to support the application to and implementation of the CRS Program.**

Alan Gibbs, City Engineer presented the staff report explaining the application process and recommendations. The Community rating system recognizes cities that implement and enforce flood protection above the minimum requirements and rewards these cities' citizens with the opportunity to purchase flood insurance at reduced rates. The amount of reduction varies between 5% to 45% depending on the floodplain management activities of the city.

The City of College Station's current floodplain management requirements do exceed FEMA minimums, and by staff estimation should make the City eligible for acceptance into the CRS program with an estimated 5-15% rate reduction. To join the program we must first submit an application to the NFIP's Insurance Services Office, Inc. If the application is acceptable then a formal inspection of our records and practices will be reviewed by a team from the NFIP. Based on their findings we will receive a participation rating and our citizens will receive reduced insurance rates.

Council member Maloney made a motion to approve **Resolution No. 11-24-08-11** for the FEMA Community rating system application. Council member Massey seconded the motion, which carried 7-0.

FOR: Mayor White, Mayor Pro Tem McIlhaney, Crompton, Massey, Maloney, Stewart and Ruesink  
AGAINST: None

**Regular Agenda Item No. 12 -- Presentation, possible action and discussion on appointments to the newly-created Landmark Commission.**

Bob Cowell, AICP, Planning and Development Services Director presented a list of applicants for the newly created Landmark Commission.

Council member Massey made a motion to appoint the following citizens to the Landmark Commission. Council member Maloney seconded the motion, which carried 7-0.

- Shawn Carlson: 06-11
- Bill Lancaster: 06-12
- Scott Shafer: 06-10
- Joseph Williams: 06-12
- Wajahat Mirza: 06-11
- Jerry Cooper: 06-12
- Gaines West: 06-12

FOR: Mayor White, Mayor Pro Tem McIlhaney, Crompton, Massey, Maloney, Stewart and Ruesink  
AGAINST: None

**Regular Agenda Item No. 13 -- Presentation, possible action, and discussion on appointment of citizen as member of Convention and Visitors Bureau.**

Connie Hooks, City Secretary stated that the Brazos Valley Convention and Visitors Bureau endorsed the reappointment of Steve Moore as the City of College Station’s representative.

Council member Massey moved to approve the reappointment of Steve Moore to the Brazos Valley Convention and Visitors Bureau for a two year term. Council member Ruesink seconded the motion, which carried 7-0.

FOR: Mayor White, Mayor Pro Tem McIlhaney, Crompton, Massey, Maloney, Stewart and Ruesink  
AGAINST: None

**Regular Agenda Item No. 14 -- Presentation, possible action, and discussion regarding the City’s appointment to the Twin City Endowment.**

Connie Hooks, City Secretary sought Council consideration of an appointment to the Twin City Endowment Board. Staff recommended Wayne Rife to serve as the City’s representative on the Twin City Endowment Board.

Council member Maloney moved to approve the appointment of Wayne Rife to the Twin City Endowment Board replacing Harry Green. Council member Ruesink seconded the motion, which carried 7-0.

FOR: Mayor White, Mayor Pro Tem McIlhaney, Crompton, Massey, Maloney, Stewart and Ruesink  
AGAINST: None

**Regular Agenda Item No. 15 -- Adjourn.**

Hearing no objections, Mayor White adjourned the meetings at 11:13 pm on Monday, November 24, 2008.

PASSED AND APPROVED this 11<sup>th</sup> day of December, 2008.

APPROVED

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

ATTEST:

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

**December 11, 2008**  
**Consent Agenda Item No. 2b**  
**Change Order to Bleyl & Associates Professional Services**  
**Contract for the 2005 Bike Loop Project**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding a change order to the professional services contract with Bleyl & Associates for the 2005 Bike Loop Project in the amount of \$10,725.

**Recommendation(s):** Staff recommends approval of Change Order #1 in the amount of \$10,725.

**Summary:** In response to TxDOT design review comments, additional effort was necessary to modify the Longmire and 2818 intersection design to include channelized turn lanes and a raised median along Longmire Drive. The 2005 Bike Loop project was also split into two separate projects to expedite the delivery of the Longmire improvements and Bee Creek bridge project while the Bike Loop Project undergoes additional review requirements by the State.

This change order will cover the cost of additional effort associated with the design modifications and to split one final package into two, including modifying the plans, specifications and the bid estimate, which were already prepared.

**Budget & Financial Summary:** Funds in the amount of \$981,624 have been budgeted for this project from the Streets Capital Improvement Projects Fund. Funds in the amount of \$75,068.43 have been expended or committed, leaving a balance of \$906,555.57.

**Attachments:**

- 1.) Change Order
- 2.) Bleyl Letter



**December 11, 2008  
Consent Agenda Item No. 2c  
2005 Bike Loop Phase I—Longmire Improvements  
Construction Contract Award**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding a resolution approving a construction contract with JCF Bridge & Concrete, Inc. for the amount of \$636,401.43 for the construction of the 2005 Bike Loop Phase I—Longmire Improvements Project.

**Recommendation(s):** Staff recommends award to the lowest, responsible bidder, JCF Bridge & Concrete, Inc., in the amount of \$636,401.43.

**Summary:** The project includes improvements to the Longmire Drive-FM 2818 intersection, bicycle lanes on Longmire Drive, and a pedestrian bridge over Bee Creek. Four (4) competitive bids were produced in response to Bid No. 09-07 (Bid Tab attached). The contract allows for 150 days for the completion of the project.

**Budget & Financial Summary:** Funds in the amount of \$981,624 have been budgeted for this project from the Streets Capital Improvement Projects Fund. Funds in the amount of \$75,068.43 have been expended or committed, leaving a balance of \$906,555.57.

**Attachments:**

- 1.) Resolution
- 2.) Bid Tab
- 3.) Project Map

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE 2005 BIKE LOOP PHASE I—LONGMIRE IMPROVEMENTS PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.**

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the 2005 Bike Loop Phase I—Longmire Improvements Project; and

WHEREAS, the selection of JCF Bridge & Concrete, Inc. is being recommended as the lowest responsible bidder for the construction services related to the 2005 Bike Loop Phase I—Longmire Improvements Project; now, therefore,

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

PART 1: That the City Council hereby finds that JCF Bridge & Concrete, Inc. is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with JCF Bridge & Concrete, Inc. for \$636,401.43 for the labor, materials and equipment required for the improvements related the 2005 Bike Loop Phase I—Longmire Improvements Project.

PART 3: That the funding for this Contract shall be as budgeted from the Capital Projects Fund, Street Division, in the amount of \$636,401.43.

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

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

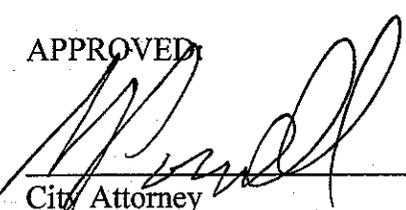
ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED

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



**City of College Station - Purchasing Department**  
**Bid Tabulation for #09-07**  
**"Longmire Drive and FM 2818 Intersection Improvements"**  
**Open Date: Wednesday, October 22, 2008 @ 2:00 p.m.**

				JCF Bridge & Concrete, Inc.		Dudley Construction, Ltd.		Brazos Paving, Inc.		Knife River	
<b>Executed 5% Bidder's Bond</b>				✓		✓		✓		✓	
<b>Certification from bid package</b>				✓		✓		✓		✓	
<b>Acknowledged Addendum 1</b>				✓		✓		✓		✓	
ITEM	QTY	UNIT	DESCRIPTION	UNIT BID PRICE	TOTAL BID AMOUNT	UNIT BID PRICE	TOTAL BID AMOUNT	UNIT BID PRICE	TOTAL BID AMOUNT	UNIT BID PRICE	TOTAL BID AMOUNT
<b>1.00 MOBILIZATION</b>											
1.01	1	LS	Insurance and Mobilization for all material, equipment and labor to complete the project (not to exceed 5% of construction cost) per lump sum.	\$30,000.00	\$30,000.00	\$20,312.61	\$20,312.61	\$30,500.00	\$30,500.00	\$59,500.00	\$59,500.00
<b>Subtotal Item 1.00</b>					<b>\$30,000.00</b>		<b>\$20,312.61</b>		<b>\$30,500.00</b>		<b>\$59,500.00</b>
<b>2.00 PEDESTRIAN BRIDGE</b>											
2.01	1	EA	Furnish and Install Pedestrian Truss Bridge Span (120'-4" span) including all incidentals as shown on the drawings and directed by the engineer, complete in place per each.	\$154,000.00	\$154,000.00	\$133,921.78	\$133,921.78	\$171,720.00	\$171,720.00	\$168,000.00	\$168,000.00
2.02	16	CY	Furnish and Install Class C Concrete Bridge Abutment including abutment construction and installation and steel reinforcement as shown on the drawings and directed by the engineer, complete in place per cubic yard.	\$725.00	\$11,600.00	\$2,674.76	\$42,796.16	\$783.00	\$12,528.00	\$790.00	\$12,640.00
2.03	94.8	LF	Furnish and Install 20 inch diameter concrete drill shaft foundation including reinforcement as shown on the drawings and directed by the engineer, complete in place per linear foot.	\$125.00	\$11,850.00	\$87.87	\$8,330.08	\$135.00	\$12,798.00	\$136.00	\$12,892.80
2.04	0.80	CY	Furnish and Install 20 inch diameter concrete drill shaft foundation including reinforcement as shown on the drawings and directed by the engineer, complete in place per linear foot.	\$1,200.00	\$960.00	\$721.16	\$576.93	\$1,620.00	\$1,296.00	\$1,630.00	\$1,304.00
<b>Subtotal Item 2.00</b>					<b>\$178,410.00</b>		<b>\$185,624.94</b>		<b>\$198,342.00</b>		<b>\$194,836.80</b>
<b>3.00 REMOVAL &amp; RELOCATIONS</b>											
3.01	3	STA	Prepare ROW for the bike path as shown on the drawings and directed by the engineer, complete per Station.	\$6,500.00	\$19,500.00	\$2,096.45	\$6,289.35	\$3,000.00	\$9,000.00	\$810.00	\$2,430.00
3.02	77.1	SY	Remove and Properly Dispose of Concrete Riprap as shown on the drawings and directed by the engineer, complete per square yard.	\$14.00	\$1,079.40	\$10.78	\$831.14	\$20.15	\$1,553.57	\$11.65	\$898.22
3.03	40	LF	Remove and Properly Dispose of Concrete Curb and Gutter as shown on the drawings and directed by the engineer, complete per linear foot.	\$5.00	\$200.00	\$6.07	\$242.80	\$25.00	\$1,000.00	\$9.00	\$360.00
3.04	32	SY	Remove and Properly Dispose of Concrete Sidewalk and Ramps as shown on the drawings and directed by the engineer, complete per square yard.	\$15.00	\$480.00	\$10.78	\$344.96	\$31.50	\$1,008.00	\$11.23	\$359.36
3.05	515	SY	Remove and Properly Dispose of Asphalt Pavement (2"-6") and Stabilized Base as shown on the drawings and directed by the engineer, complete per square yard.	\$7.00	\$3,605.00	\$4.04	\$2,080.60	\$8.75	\$4,506.25	\$13.30	\$6,849.50
3.06	2	LF	Remove and Properly Dispose of Concrete Pipe as shown on the drawings and directed by the engineer, complete per linear foot.	\$200.00	\$400.00	\$73.71	\$147.42	\$400.00	\$800.00	\$78.00	\$156.00
3.07	1	EA	Remove and Properly Dispose of Concrete Pipe as shown on the drawings and directed by the engineer, complete per linear foot.	\$1,400.00	\$1,400.00	\$871.84	\$871.84	\$1,500.00	\$1,500.00	\$850.00	\$850.00



**City of College Station - Purchasing Department**  
**Bid Tabulation for #09-07**  
**"Longmire Drive and FM 2818 Intersection Improvements"**  
**Open Date: Wednesday, October 22, 2008 @ 2:00 p.m.**

				JCF Bridge & Concrete, Inc.		Dudley Construction, Ltd.		Brazos Paving, Inc.		Knife River	
3.08	16	LF	Remove and Properly Dispose of 30" Diameter Concrete Drill Shaft Foundation as shown on the drawings and directed by the engineer, complete per linear foot.	\$150.00	\$2,400.00	\$60.69	\$971.04	\$200.00	\$3,200.00	\$42.00	\$672.00
3.09	2	EA	Relocate Transformer Base Roadway Illumination Assembly as shown on the drawings and directed by the engineer, complete per each.	\$5,250.00	\$10,500.00	\$5,750.27	\$11,500.54	\$5,184.00	\$10,368.00	\$4,891.00	\$9,782.00
3.10	255	LF	Furnish and Install 2" diameter PVC Conduit as shown on the drawings and directed by the engineer, complete per linear foot.	\$8.75	\$2,231.25	\$10.12	\$2,580.60	\$9.10	\$2,320.50	\$9.19	\$2,343.45
3.11	510	LF	Furnish and Install Number 2 Bare Electrical Conductor as shown on the drawings and directed by the engineer, complete per linear foot.	\$4.75	\$2,422.50	\$5.39	\$2,748.90	\$4.90	\$2,499.00	\$4.35	\$2,218.50
3.12	255	LF	Furnish and Install Number 8 Bare Electrical Conductor as shown on the drawings and directed by the engineer, complete per linear foot.	\$2.85	\$726.75	\$2.99	\$762.45	\$2.70	\$688.50	\$2.17	\$553.35
<b>Subtotal Item 3.0</b>					\$44,944.90		\$29,371.64		\$38,443.82		\$27,472.38
<b>4.00 ROADWAY &amp; EARTHORK</b>											
4.01	108	LF	Furnish and Install Pedestrian Rail as shown on the drawings and directed by the engineer, complete in place per linear foot.	\$175.00	\$18,900.00	\$150.94	\$16,301.52	\$135.00	\$14,580.00	\$166.00	\$17,928.00
4.02	16	SY	Furnish and install 6" Steel Reinforced Concrete Pavement for Dumpster Pad as shown on the drawings and directed by the engineer, complete in place per square yard.	\$100.00	\$1,600.00	\$66.20	\$1,059.20	\$60.00	\$960.00	\$98.00	\$1,568.00
4.03	36	LF	Furnish and Install 6" Opaque Wood Board Fence as shown on the drawings and directed by the engineer, complete in place per linear foot.	\$25.00	\$900.00	\$65.89	\$2,372.04	\$77.00	\$2,772.00	\$63.00	\$2,268.00
4.04	298.5	CY	Roadway Excavation as shown on the drawings and directed by the engineer, complete per cubic yard.	\$17.00	\$5,074.50	\$21.27	\$6,349.10	\$13.75	\$4,104.38	\$23.71	\$7,077.44
4.05	821.4	CY	Furnish and Install Type C Ordinary Compaction Embankment including placement, compaction and grading as shown on the drawings and directed by the engineer, complete in place per cubic yard.	\$22.00	\$18,070.80	\$20.41	\$16,764.77	\$19.50	\$16,017.30	\$19.84	\$16,296.58
4.06	103	SY	Furnish and Install 6" Lime Treated Subgrade including placement and grading as shown on the drawings and directed by the engineer, complete in place per square yard.	\$25.00	\$2,575.00	\$17.97	\$1,850.91	\$33.25	\$3,424.75	\$26.59	\$2,738.77
4.07	84	SY	Furnish and Install 6" Reinforced Concrete Pavement including placement and finishing as shown on the drawings and directed by the engineer, complete in place per square yard.	\$60.00	\$5,040.00	\$42.31	\$3,554.04	\$41.00	\$3,444.00	\$101.00	\$8,484.00
4.08	43	SY	Furnish and Install 6" Reinforced Colored Concrete Pavement including placement and finishing as shown on the drawings and directed by the engineer, complete in place per square yard.	\$70.00	\$3,010.00	\$56.12	\$2,413.16	\$52.00	\$2,236.00	\$112.00	\$4,816.00
4.09	120.4	LF	Furnish and Install Type II Concrete Mono Curb as shown on the drawings and directed by the engineer, complete in place per linear foot.	\$10.00	\$1,204.00	\$5.45	\$656.18	\$12.50	\$1,505.00	\$9.79	\$1,178.72
4.10	2573	SY	Furnish and Install 6" Type E, Grade 4 Flexible Base Compacted in Place as shown on the drawings and directed by the engineer, complete in place per square yard.	\$13.00	\$33,449.00	\$10.66	\$27,428.18	\$17.25	\$44,384.25	\$13.15	\$33,834.95
4.11	515	GAL	Furnish and Install Prime Coat (MC-30 or AE-P) asphalt including placement at the rate of 0.20 gal per square yard as shown on the drawings and directed by the engineer, complete in place per gallon.	\$10.50	\$5,407.50	\$11.98	\$6,169.70	\$7.50	\$3,862.50	\$6.88	\$3,543.20
4.12	927	GAL	Furnish and install asphalt (AC-20-51R or AC-12-51R) for one course surface treatment at the rate of 0.36 gallons per square yard, as shown on the drawings and directed by the engineer, complete in place per gallon.	\$16.00	\$14,832.00	\$18.46	\$17,112.42	\$6.20	\$5,747.40	\$5.62	\$5,209.74



**City of College Station - Purchasing Department**  
**Bid Tabulation for #09-07**  
**"Longmire Drive and FM 2818 Intersection Improvements"**  
**Open Date: Wednesday, October 22, 2008 @ 2:00 p.m.**

				JCF Bridge & Concrete, Inc.		Dudley Construction, Ltd.		Brazos Paving, Inc.		Knife River	
4.13	21	CY	Furnish and install aggregate (1Y-PB GR-4 or 1Y-PL GR-4)(SAC-A) for one course surface treatment at the rate of 1 cubic yard per 125 square yards, as shown on the drawings and directed by the engineer, complete in place per cubic yard.	\$305.00	\$6,405.00	\$359.39	\$7,547.19	\$40.00	\$840.00	\$286.00	\$6,006.00
4.14	500.60	TON	Furnish and Install Type B, PG64-22 Dense-Graded Hot-Mix Asphalt including placement and compaction as shown on the drawings and directed by the engineer, complete in place per ton.	\$127.00	\$63,576.20	\$149.75	\$74,964.85	\$92.00	\$46,055.20	\$80.52	\$40,308.31
4.15	267.7	TON	Furnish and Install Type C, PG64-22 Dense-Graded Hot-Mix Asphalt including placement, compaction and finishing as shown on the drawings and directed by the engineer, complete in place per ton.	\$137.00	\$36,674.90	\$161.73	\$43,295.12	\$92.00	\$24,628.40	\$95.65	\$25,605.51
4.26	215	SY	Plane existing asphaltic concrete pavement (2" depth) including removal and disposal of planed material as shown on the drawings and directed by the engineer, complete in place per square yard.	\$6.30	\$1,354.50	\$7.49	\$1,610.35	\$9.75	\$2,096.25	\$16.23	\$3,489.45
4.17	594	SY	Furnish and Install Landscape Pavers for Islands at the Intersection of FM 2818 and Longmire Drive including embankment, base, bedding sand, joint-filling sand, compaction and placement as shown on the drawings and directed by the engineer, complete in place per square yard.	\$58.00	\$34,452.00	\$65.89	\$39,138.66	\$83.50	\$49,599.00	\$73.74	\$43,801.56
4.18	634	LF	Furnish and Install Type II Concrete Curb and Gutter as shown on the drawings and directed by the engineer, complete in place per linear foot.	\$13.00	\$8,242.00	\$21.56	\$13,669.04	\$18.70	\$11,855.80	\$19.27	\$12,217.18
4.19	51	SY	Furnish and Install Reinforced Concrete Driveway including subgrade, curb and gutter and concrete placement and finishing as shown on the drawings and directed by the engineer, complete in place per square yard.	\$61.00	\$3,111.00	\$53.91	\$2,749.41	\$51.00	\$2,601.00	\$75.00	\$3,825.00
4.20	16	SY	Furnish and Install Asphaltic Concrete Driveway including subgrade, base, curb and gutter and asphaltic concrete placement and compaction as shown on the drawings and directed by the engineer, complete in place per square yard.	\$55.00	\$880.00	\$72.67	\$1,162.72	\$62.00	\$992.00	\$82.00	\$1,312.00
4.21	1	EA	Furnish and Install 4' Ambulatory Ramp at Driveway as shown on the drawings and directed by the engineer, complete in place per each.	\$1,000.00	\$1,000.00	\$191.68	\$191.68	\$600.00	\$600.00	\$1,885.00	\$1,885.00
4.22	2	EA	Furnish and Install Type 1 Curb Ramp as shown on the drawings and directed by the engineer, complete in place per each.	\$1,000.00	\$2,000.00	\$419.29	\$838.58	\$450.00	\$900.00	\$1,885.00	\$3,770.00
4.23	1	EA	Furnish and Install Type 3 Curb Ramp as shown on the drawings and directed by the engineer, complete in place per each.	\$1,000.00	\$1,000.00	\$479.19	\$479.19	\$600.00	\$600.00	\$1,885.00	\$1,885.00
4.24	4	EA	Furnish and Install Type 7 Curb Ramp as shown on the drawings and directed by the engineer, complete in place per each.	\$1,000.00	\$4,000.00	\$119.80	\$479.20	\$525.00	\$2,100.00	\$1,885.00	\$7,540.00
4.25	120	SY	Furnish and Install 4" Sidewalk including all embedment, finishing, surface texture and joints as shown on the drawings and directed by the engineer, complete in place per square yard.	\$95.00	\$11,400.00	\$30.73	\$3,687.60	\$45.00	\$5,400.00	\$72.00	\$8,640.00
4.26	380	LF	Furnish and Install 2' Wide Raised Concrete Median including removal and disposal of existing material, reinforcement, placement and finishing as shown on the drawings and directed by the engineer, complete in place per linear foot.	\$40.00	\$15,200.00	\$33.54	\$12,745.20	\$45.00	\$17,100.00	\$37.61	\$14,291.80
4.27	15	CY	Furnish and Install Class C Concrete Retaining Wall including reinforcement for bikeway, as shown on the drawings and directed by the engineer, complete in place per cubic yard.	\$450.00	\$6,750.00	\$1,282.70	\$19,240.50	\$1,200.00	\$18,000.00	\$1,145.00	\$17,175.00



**City of College Station - Purchasing Department**  
**Bid Tabulation for #09-07**  
**"Longmire Drive and FM 2818 Intersection Improvements"**  
**Open Date: Wednesday, October 22, 2008 @ 2:00 p.m.**

				JCF Bridge & Concrete, Inc.		Dudley Construction, Ltd.		Brazos Paving, Inc.		Knife River	
4.28	12	CY	Furnish and Install Class S Concrete Slab including reinforcement for top slab of bikeway retaining wall, as shown on the drawings and directed by the engineer, complete in place per cubic yard.	\$375.00	\$4,500.00	\$479.29	\$5,751.48	\$750.00	\$9,000.00	\$917.00	\$11,004.00
<b>Subtotal Item 4.00</b>					<b>\$310,608.40</b>		<b>\$329,581.99</b>		<b>\$295,405.23</b>		<b>\$307,699.19</b>
<b>5.00 EROSION CONTROL</b>											
5.01	105	SY	Furnish and Install 4" Topsoil including placement and grading as directed by the engineer, complete in place per square yard.	\$12.00	\$1,260.00	\$5.99	\$628.95	\$24.00	\$2,520.00	\$8.30	\$871.50
5.02	105	SY	Furnish and Install Block Sodding including ground preparation, planting and raking as directed by the engineer, complete in place per square yard.	\$3.15	\$330.75	\$4.19	\$439.95	\$4.50	\$472.50	\$3.80	\$399.00
5.03	3900	SY	Furnish and Install Cell Fiber Mulch Seeding (permanent seeding for urban clay areas) as directed by the engineer, complete in place per square yard.	\$0.21	\$819.00	\$0.38	\$1,482.00	\$0.50	\$1,950.00	\$0.35	\$1,365.00
5.04	0.02	AC	Furnish and Install Vegetative Fertilizer as directed by the engineer, complete in place per acre.	\$5,000.00	\$100.00	\$1,437.57	\$28.75	\$75,000.00	\$1,500.00	\$1,305.00	\$26.10
5.05	102	MG	Furnish and Install Vegetative Watering as directed by the engineer, complete in place per thousand gallons	\$35.00	\$3,570.00	\$14.37	\$1,465.74	\$25.00	\$2,550.00	\$21.00	\$2,142.00
5.06	8	EA	Furnish and Install Hay Bale Barriers as directed by the engineer complete in place per each.	\$45.00	\$360.00	\$89.85	\$718.80	\$25.00	\$200.00	\$82.00	\$656.00
5.07	1670	LF	Furnish and Install Temporary Sediment Control Fence as directed by the engineer, complete in place per linear foot.	\$2.20	\$3,674.00	\$3.41	\$5,694.70	\$3.00	\$5,010.00	\$3.10	\$5,177.00
5.08	7	EA	Furnish and Install 5 Gallon Nandina Compacta "Heavenly Bamboo" Shrubs as directed by the engineer complete in place per each.	\$45.00	\$315.00	\$33.54	\$234.78	\$800.00	\$5,600.00	\$30.00	\$210.00
<b>Subtotal Item 5.0</b>					<b>\$10,428.75</b>		<b>\$10,693.67</b>		<b>\$19,802.50</b>		<b>\$10,846.60</b>
<b>6.00 PAVEMENT MARKINGS</b>											
6.01	186	EA	Furnish and Install Reflective Pavement Marker Type I-C as directed by the engineer, complete in place per each.	\$4.88	\$907.68	\$7.19	\$1,337.34	\$6.50	\$1,209.00	\$4.62	\$859.32
6.02	12	EA	Furnish and Install Reflective Pavement Marking Type II-AA as directed by the engineer, complete in place per each.	\$4.88	\$58.56	\$9.58	\$114.96	\$8.65	\$103.80	\$4.62	\$55.44
6.03	18	EA	Furnish and Install Small Sign Assembly as directed by the engineer, complete in place per each.	\$445.00	\$8,010.00	\$551.07	\$9,919.26	\$497.00	\$8,946.00	\$430.00	\$7,740.00
6.04	1363	LF	Furnish and Install Type I, 4" Solid White Reflective Pavement Marking (100 MIL) as directed by the engineer, complete in place per linear foot.	\$0.45	\$613.35	\$0.60	\$817.80	\$0.55	\$749.65	\$0.43	\$586.09
6.05	96	LF	Furnish and Install Type I, 8" White Reflective Lane Drop Pavement Marking (100 MIL) as directed by the engineer, complete in place per linear foot.	\$1.10	\$105.60	\$1.20	\$115.20	\$1.10	\$105.60	\$1.09	\$104.64
6.06	5493	LF	Furnish and Install Type I, 8" Solid White Reflective Pavement Marking (90 MIL) as directed by the engineer, complete in place per linear foot.	\$0.75	\$4,119.75	\$1.14	\$6,262.02	\$1.00	\$5,493.00	\$0.65	\$3,570.45
6.07	326	LF	Furnish and Install Type I, 12" Solid White Reflective Pavement Marking (100 MIL) as directed by the engineer, complete in place per linear foot.	\$3.35	\$1,092.10	\$8.39	\$2,735.14	\$7.55	\$2,461.30	\$3.37	\$1,098.62
6.08	169.9	LF	Furnish and Install Type I, 24" Solid White Reflective Pavement Marking (90 MIL) as directed by the engineer, complete in place per linear foot.	\$6.14	\$1,043.19	\$10.78	\$1,831.52	\$9.75	\$1,656.53	\$6.41	\$1,089.06
6.09	14	EA	Furnish and Install Type I White Reflective Arrow Pavement Marking (100 MIL) as directed by the engineer, complete in place per each.	\$141.00	\$1,974.00	\$107.82	\$1,509.48	\$97.20	\$1,360.80	\$136.00	\$1,904.00
6.10	23	EA	Furnish and Install Type I White Reflective Bike Arrow Pavement Marking (100 MIL) as directed by the engineer, complete in place per each.	\$113.00	\$2,599.00	\$71.88	\$1,653.24	\$65.00	\$1,495.00	\$109.00	\$2,507.00



**City of College Station - Purchasing Department**  
**Bid Tabulation for #09-07**  
**"Longmire Drive and FM 2818 Intersection Improvements"**  
**Open Date: Wednesday, October 22, 2008 @ 2:00 p.m.**

				JCF Bridge & Concrete, Inc.		Dudley Construction, Ltd.		Brazos Paving, Inc.		Knife River	
6.11	6	EA	Furnish and Install Type I White Reflective Word Pavement Marking (100 MIL) as directed by the engineer, complete in place per each.	\$152.00	\$912.00	\$171.70	\$1,030.20	\$162.00	\$972.00	\$147.00	\$882.00
6.12	400	LF	Furnish and Install Type I, 4" Broken Yellow Reflective Pavement Marking (90 MIL) as directed by the engineer, complete in place per linear foot.	\$0.45	\$180.00	\$0.60	\$240.00	\$0.55	\$220.00	\$0.43	\$172.00
6.13	2547	LF	Furnish and Install Type I, 4" Solid Yellow Reflective Pavement Marking (90 MIL) as directed by the engineer, complete in place per linear foot.	\$0.45	\$1,146.15	\$0.60	\$1,528.20	\$0.55	\$1,400.85	\$0.43	\$1,095.21
6.14	300	LF	Furnish and Install 8" Type I White Reflective Dot Pavement Marking as directed by the engineer, complete in place per linear foot.	\$1.13	\$339.00	\$1.32	\$396.00	\$1.20	\$360.00	\$1.09	\$327.00
6.15	23	EA	Furnish and Install Type II White Reflective Bike Symbol Pavement Marking as directed by the engineer, complete in place per each.	\$130.00	\$2,990.00	\$71.88	\$1,653.24	\$65.00	\$1,495.00	\$125.00	\$2,875.00
6.16	2	EA	Furnish and Install Type I White Reflective Double Arrow Pavement Marking (100 MIL) as directed by the engineer, complete in place per each.	\$169.50	\$339.00	\$107.82	\$215.64	\$97.20	\$194.40	\$163.00	\$326.00
6.17	1180	LF	Furnish and Install Type I, 4" Broken Yellow Reflective Pavement Marking (100 MIL) as directed by the engineer, complete in place per linear foot.	\$0.45	\$531.00	\$0.60	\$708.00	\$0.55	\$649.00	\$0.43	\$507.40
<b>Subtotal Item 4.00</b>					<b>\$26,960.38</b>		<b>\$32,067.24</b>		<b>\$28,871.93</b>		<b>\$25,699.23</b>
<b>7.00 TRAFFIC CONTROL</b>											
7.01	2	MO	Provide Traffic Control including labor and materials as directed by the engineer, complete in place per month	\$2,135.00	\$4,270.00	\$2,165.34	\$4,330.68	\$1,595.00	\$3,190.00	\$4,200.00	\$8,400.00
<b>Subtotal Item 7.0</b>					<b>\$4,270.00</b>		<b>\$4,330.68</b>		<b>\$3,190.00</b>		<b>\$8,400.00</b>
<b>8.00 STORM SEWER</b>											
8.01	1	EA	Furnish and Install 6" Wide Trench Drain with Ductile Iron Grate, Vandal-Proof screws, 4" minimum diameter downspout and a minimum of 224 square inches open area (use Josam 76000 Series Trench Drain or engineer approved equal) as shown on the drawings and directed by the engineer, complete in place per each.	\$2,000.00	\$2,000.00	\$1,874.83	\$1,874.83	\$5,807.00	\$5,807.00	\$1,890.00	\$1,890.00
8.02	32	LF	Furnish and Install Class III 24" RCP including all joints, excavation, embedment and backfill as shown on the drawings and directed by the engineer, complete in place per linear foot.	\$90.00	\$2,880.00	\$74.27	\$2,376.64	\$110.00	\$3,520.00	\$55.80	\$1,785.60
8.03	4.30	CY	Furnish and Install 5" Reinforced Concrete Rip Rap as shown on the drawings and directed by the engineer, complete in place per cubic yard.	\$350.00	\$1,505.00	\$387.35	\$1,665.61	\$330.00	\$1,419.00	\$858.00	\$3,689.40
8.04	2	EA	Furnish and Install Type C-1 Curb Inlet (5 linear feet total curb opening) including all excavation, embedment, grouting, and materials as shown on the drawings and directed by the engineer, complete in place per each.	\$1,600.00	\$3,200.00	\$3,294.43	\$6,588.86	\$2,000.00	\$4,000.00	\$3,808.00	\$7,616.00
8.05	4	EA	Furnish and Install Type II 24" RCP Safety End Treatment for Parallel Drainage as shown on the drawings and directed by the engineer, complete in place per each.	\$350.00	\$1,400.00	\$2,336.05	\$9,344.20	\$1,875.00	\$7,500.00	\$740.00	\$2,960.00
8.06	2	EA	Furnish and Install Signal Pole Drain, including 4" PVC outlet pipe, as shown on the drawings and directed by the engineer, complete in place per each.	\$1,300.00	\$2,600.00	\$1,302.80	\$2,605.60	\$1,850.00	\$3,700.00	\$507.00	\$1,014.00
<b>Subtotal Item 8.0</b>					<b>\$13,585.00</b>		<b>\$24,455.74</b>		<b>\$25,946.00</b>		<b>\$18,955.00</b>
<b>BASE BID</b>					<b>\$619,207.43</b>		<b>\$636,438.51</b>		<b>\$640,501.47</b>		<b>\$653,409.20</b>



**City of College Station - Purchasing Department**  
**Bid Tabulation for #09-07**  
**"Longmire Drive and FM 2818 Intersection Improvements"**  
**Open Date: Wednesday, October 22, 2008 @ 2:00 p.m.**

				JCF Bridge & Concrete, Inc.		Dudley Construction, Ltd.		Brazos Paving, Inc.		Knife River	
<b>CASH ALLOWANCE TABLE</b>											
CA-1	4	EA	Relocate HVAC Compressor	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00
<b>ALTERNATE BID ITEMS TABLE - Alternate No. 1 - Mill and Resurface Longmire Drive</b>											
A-1	78.1	TON	Furnish and Install Type C, PG64-22 Dense-Graded Hot-Mix Asphalt including placement, compaction and finishing as shown on the drawings and directed by the engineer, complete in place per ton.	\$140.00	\$10,934.00	\$161.73	\$12,631.11	\$92.00	\$7,185.20	\$110.00	\$8,591.00
A-2	710	SY	Plane existing asphaltic concrete pavement (2" depth) including removal and disposal of planed material as shown on the drawings and directed by the engineer, complete in place per square yard.	\$6.00	\$4,260.00	\$6.59	\$4,678.90	\$9.75	\$6,922.50	\$6.00	\$4,260.00
Subtotal Alternate No. 1					\$15,194.00		\$17,310.01		\$14,107.70		\$12,851.00

Notes - JCF Bridge & Concrete, Inc.

»Bidder miscalculated Bid Item #5.05 as \$3,675.00, Subtotal as \$10,389.759, and the Total Base Bid as \$619,312.43. The highlighted totals above are correct.

Notes - Dudley Construction, Ltd.

»Bidder miscalculated Bid Item #6.12 as \$1,528.20, Subtotal #6.00 as \$32,115.24, and the Total Base Bid as \$636,486.51. The highlighted totals above are correct.



1 inch equals 500 feet

2005 Bike Loop Phase I -- Longmire Improvements

**December 11, 2008**  
**Consent Agenda Item No. 2d**  
**Renewal of Electric Annual Construction Contract**

**To:** Glen Brown, City Manager

**From:** David Massey, Director of College Station Electric Utilities Department

**Agenda Caption:** Presentation, possible action and discussion on the Renewal of Electric Annual Construction Contract with H&B Construction for \$1,070,893.65; and a resolution declaring intention to reimburse certain expenditures with proceeds from debt. (Bid #07-19, Contract #07-046)

**Recommendation(s):** Staff recommends renewal of the Annual Construction Contract with H&B Construction in the amount of \$1,070,893.65; and approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

**Summary:** This contract was approved by Council in December of 2006 and renewed January 2008 for supplemental labor and equipment to construct the required electric distribution line extensions and conversion and provide necessary maintenance of the City's electric distribution system for a 12 month period. This is the second renewal and final year of this contract.

**Budget & Financial Summary:** The original amount of contract was for \$1,019,898.71. The first renewal in January of 2008 included a 5% increase of the contract amount to \$1,070,893.65 for increased fuel cost and operating expenses. The current contract allowed for the increase in the contract amount of 5% by mutual agreement of both parties. This second renewal will be for the current contract amount of \$1,070,893.65. Funds are budgeted for electric capital system improvements and conversion in College Station Electric Utility Capital Improvement Projects Fund. 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 and next fiscal year.

**Attachments:**

1. Renewal Acceptance Letter
2. Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt

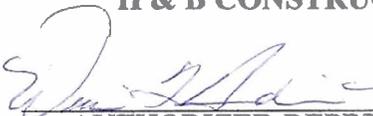
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**RENEWAL ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew Bid #07-19 (Contract #07-046), for annual electrical distribution labor in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for a one year period beginning January 24<sup>th</sup>, 2009 through January 23<sup>rd</sup>, 2010 for the total amount of the contract, \$1,070,893.65 (One Million Seventy Thousand Eight Hundred Ninety Three and 65/100 Dollars). This amount reflects the 5% increase agreed upon by H & B Construction and the City for Renewal #1.

**H & B CONSTRUCTION**

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

10/20/2008  
\_\_\_\_\_  
DATE

**CITY OF COLLEGE STATION**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
DATE

**ATTEST:**

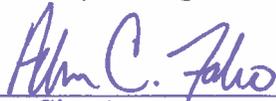
\_\_\_\_\_  
Connie Hooks, City Secretary

\_\_\_\_\_  
DATE

**APPROVED:**

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

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
DATE

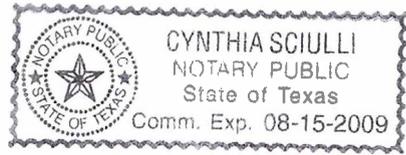
\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
DATE

STATE OF Nevada  
COUNTY OF Berkeley

**CORPORATE ACKNOWLEDGMENT**

This instrument was acknowledged on the 20<sup>th</sup> day of October, 2008,  
by William Hendrix in his/her capacity as Managing Partner of  
H+B Construction, a Nevada Corporation, on behalf of said corporation.



Cynthia Sciulli  
Notary Public in and for the  
State of \_\_\_\_\_

**STATE OF TEXAS**  
**COUNTY OF BRAZOS**

**ACKNOWLEDGMENT**

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

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

\*\*\*\*\*

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 \$1,100,000, 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 11th DAY OF DECEMBER, 2008.

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

ATTEST:

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

(Seal)

APPROVED:



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

Exhibit "A"

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

Electric Distribution Line Extensions and Conversions

December 11, 2008

Consent Agenda Item No. 2e

**Budget Approval and Funding Agreement**

**with the George Bush Presidential Library Foundation**

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Presentation, discussion and possible action on approving the budget of the George Bush Presidential Library Foundation; and presentation, discussion and possible action on a funding agreement between the City of College Station and the George Bush Presidential Library Foundation for FY09 in the amount of \$100,000.

**Recommendation(s):** Staff recommends approval of the George Bush Presidential Library Foundation budget and the funding agreement for FY09.

**Summary:** As part of the 2008-2009 budget process the City Council approved funding for the George Bush Presidential Library Foundation in the amount of \$100,000.

**Budget & Financial Summary:** The funds for this agreement are budgeted and available in the 2008-2009 Hotel Tax Fund Budget. A total of \$100,000 is to be used for marketing and operational activities directly associated with the promotion of tourism and the hotel industry in College Station. State law requires that the City Council approve the budget of any organization that is to be funded through the Hotel Tax.

**Attachments:**

- 1 George Bush Presidential Library Foundation budget
- 2 George Bush Presidential Library Foundation Funding Agreement

**MARKETING AND PUBLIC RELATIONS**

Radio Advertising (KAMU) 3 spots per day @ \$5.00/ea. (General Museum info when not advertising exhibits)	\$	5,475.00
Professional Associations (Dues)		
Presidential Corridor Association		
Texas Travel Industry Association		
B/CS Chamber of Commerce		
Texas Bluebonnet Travel Council		
East Texas Tourism Association		
International Association of Business Communicators		
Brenham Chamber of Commerce	\$	3,445.00
Wine Magazine Advertising	\$	15,000.00
Eagle Advertising Program (Print)	\$	9,000.00
Graphic Design Services	\$	2,000.00
Suddenlink (Cable)	\$	3,500.00
Supplies (Postage, toner etc...)	\$	5,500.00
Travel and Tourism Trade Shows	\$	9,680.00
Trade Show and Promotional Items	\$	6,500.00
Clear Channel Radio	\$	4,000.00
KBTX Advertising (TV)	\$	11,400.00
KMAY Advertising (TV)	\$	4,500.00
WTAW Advertising (Radio and Print)	\$	4,500.00

**TOTAL MARKETING BUDGET \$ 84,500.00**

**GRANT FUNDING**

Wine Exhibit Brochure Design and Printing (150,000)	\$	9,500.00
Special Events	\$	10,000.00
Print Advertising (Spouthern Living, AAA Journeys etc...)	\$	59,000.00
TTIA File Folder Program	\$	500.00
Certified Folder Program (Cooperative Effort with CVB and Messin)	\$	6,000.00
Houston Chronicle Advertising Wrap	\$	15,000.00

**TOTAL GRANT FUNDED PROGRAMS \$ 100,000.00**

**FUNDING AGREEMENT PROVIDING FOR THE PAYMENT AND USE  
OF HOTEL TAX REVENUE BETWEEN THE CITY OF COLLEGE  
STATION AND THE GEORGE BUSH PRESIDENTIAL LIBRARY  
FOUNDATION FOR OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009**

**THIS AGREEMENT** is made between the CITY OF COLLEGE STATION, a Home Rule Municipal Corporation incorporated under the State of Texas (hereinafter referred to as the “City”), and The George Bush Presidential Library Foundation, d.b.a Bush Presidential Library Foundation, a Texas Non-Profit Corporation (hereinafter referred to as the “Agency”):

**WHEREAS**, Texas Tax Code §351.002 and §351.003(a) authorize City to levy by ordinance a municipal hotel occupancy tax (“hotel tax”) not exceeding seven percent (7%) of the consideration paid by a hotel occupant; and

**WHEREAS**, by ordinance, City has provided for the assessment and collection of a municipal hotel occupancy tax in the City of College Station of seven percent (7%); and

**WHEREAS**, Texas Tax Code §351.101(a) authorizes City to use revenue from its municipal hotel occupancy tax to promote tourism and the convention and hotel industry, yet limits such revenue use for historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums; and

**WHEREAS**, Agency is well equipped to perform those activities; and

**WHEREAS**, Texas Tax Code §351.101(c) authorizes City to delegate by contract with Agency; as an independent entity, the management or supervision of programs and activities of the type described hereinabove funded with revenue from the municipal hotel occupancy tax;

**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 The George Bush Presidential Library Foundation, a Texas Non-Profit Corporation to which the City has delegated the management or supervision of programs and activities funded with Hotel Tax Revenue.

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

**1.3** 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 31<sup>st</sup>, March 31<sup>st</sup>, June 30<sup>th</sup>, and September 30<sup>th</sup>, of each contract year.

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

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

**1.6** The term “Financial Records” shall mean invoices, receipts, bank statements, reconciliations, cleared checks, financial statements and audit reports.

**1.7** The term “Hotel Tax Revenue” shall mean the gross monies collected and received by City as municipal hotel occupancy tax at the rate of seven percent (7%) of the price paid for a room in a hotel, pursuant to Texas Tax Code §351.003 (a) and City Ordinances. Hotel Tax Revenue will include penalty and interest related to the late payments of the tax revenue by the taxpayer.

**1.8** The term “Narrative Summary of Activity Report” shall mean the quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Agency’s work. Such report shall be submitted on the form attached herein as Exhibit B.

**1.9** The term “Performance Measure Report” shall mean the quarterly 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.

**1.10** The term “Program Report” shall mean a report as required by Texas Tax Code §351.108 listing each of the Agency’s scheduled activity, program, or event that: is directly funded with Hotel Tax Revenue or has its administrative costs funded in whole or in part by the Hotel Tax Revenue and is directly enhancing and promoting tourism and the convention and hotel industry. Such report shall be submitted on the form attached herein as Exhibit D.

**ARTICLE II.  
HOTEL TAX REVENUE PAYMENT**

**2.1 Consideration and Payment.** For and in consideration of the activities to be satisfactorily performed by Agency under this Agreement, City agrees to pay to Agency a portion of the Hotel Tax Revenue collected by City in the total amount of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), to be paid as follows:

**(a)** The total amount of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) from the City’s Hotel Tax Revenue. Payment will be made in four (4) installments of \$25,000.00 each.

**2.2** Quarterly payments will be dependent upon the City receiving all reports required herein from the Agency. Quarterly reports are due 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.)

**2.3 Other limitations regarding consideration.**

- (a) It is expressly understood that this contract in no way obligates the General Fund or any other monies or credits of City.
- (b) City may withhold allocations if City determines that expenditures of Agency deviate materially from their approved budget or if the reports required herein are not submitted in a complete and timely manner.

**ARTICLE III  
USE OF HOTEL TAX REVENUE**

**3.1 Use of Funds.** For and in consideration of the payment by City to Agency of the agreed payments of Hotel Tax Revenue specified above, Agency agrees to manage or supervise the programs and activities funded with Hotel Tax Revenue. Agency further agrees to use such Hotel Tax Revenue for historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums:

- (a) At or in the immediate vicinity of convention center facilities or visitor information centers; or
- (b) Located elsewhere in the City of College Station or its vicinity that would be frequented by tourists and convention delegates.
- (c) 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 to promote tourism and the convention and hotel industry at no additional cost to the City.

**3.2 Administrative Costs.** The Hotel Tax Revenue received from City by Agency may be spent for Agency's day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in the promoting of: tourism and the convention and hotel industry and the historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums:

- (a) At or in the immediate vicinity of convention center facilities or visitor information centers; or
- (b) Located elsewhere in the City of College Station or its vicinity that would be frequented by tourists and convention delegates.

### **3.3 Specific Restrictions on Use of Funds.**

(a) That portion of total administrative costs of Agency for which Hotel Tax Revenue may be used shall not exceed that portion of Agency's administrative costs actually incurred in conducting the activities specified in §3.1 above.

(b) Hotel Tax Revenue may not be spent for travel for a person to attend an event or conduct an activity the primary purpose of which is not directly related to the promotion of tourism and the convention and hotel industry or the performance of the person's job in an efficient and professional manner.

## **ARTICLE IV RECORDKEEPING AND REPORTING REQUIREMENTS**

### **4.1 Budget.**

(a) Prior to execution of this Funding Agreement, Agency shall submit to the City Manager of City an annual budget to be approved by the City Council for each fiscal year, for such operations of Agency funded by Hotel Tax Revenues. This budget shall specifically identify proposed expenditures of Hotel Tax Revenue by Agency. In other words, City should be able to audit specifically the purpose of each individual expenditure of Hotel Tax Revenue from the separate account relating to Hotel Tax Revenue. City shall not pay to Agency any Hotel Tax Revenues as set forth in Article II of this Agreement during any program year of this Agreement unless a budget for such respective program year has been approved in writing by the College Station City Council. Approval of the budget by the City Council shall not preclude the Agency from reasonably reallocating funds within the budget among line items to meet changing conditions. Such reallocation shall not necessitate a new approval by the City Council. Failure to submit an annual budget may be considered a breach of contract, and if not remedied is considered grounds for termination of this Agreement as stated in paragraph 6.2 of this agreement.

(b) Agency acknowledges that the approval of such budget by the College Station City Council creates a fiduciary duty in Agency with respect to the Hotel Tax Revenue paid by City to Agency under this Agreement. Agency shall expend Hotel Tax Revenue only in the manner and for the purposes specified in this Agreement, Texas Tax Code §351.101(a), and in the budget as approved by City.

**4.2 Separate Accounts.** Agency shall maintain Hotel Tax Revenue paid to Agency by City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

**4.3 Financial Records.** Agency shall maintain a complete and accurate financial record of each expenditure of the Hotel Tax Revenue made by Agency. These funds shall be classified as restricted funds for audited financial purposes.

**4.4** Agency shall maintain such records, accounts, reports, files or other documents for a minimum of five (5) years after the expiration of this agreement. City's right to access Agency's files shall continue during this five (5) year period and for as long as the records are retained by Agency.

**4.5** Upon written request of the College Station City Council, or other person, Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Texas Government Code, §552, as hereafter amended.

**4.6 Program Report.** Agency understands that such report shall be completed in its entirety and the original report shall be submitted to the City prior to any funds being disbursed.

**4.7 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.

**4.8** 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.

**4.9** The Financial Activity Report, Narrative Summary of Activity Report and Performance Measure Report 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.)

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

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

**4.12** 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** 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.

**5.2** 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 by Chapter 351 of the Texas Tax Code 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), City agrees to reimburse Agency for any contractual obligations undertaken by Agency in satisfactory performance of those activities specified in hereinabove and that were approved by the Council through the budget, as noted in §4.1. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in §§3.1 and 3.2 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 the City:

(1) Within ten (10) business days from the termination notification, a short-term budget of probable expenditures for the remaining sixty (60) day period between termination notification and contract termination. This budget will be presented to Council for approval within ten (10) business days after receipt by City. If formal approval is not given within ten (10) business days and the budget does not contain any expenditures that would be prohibited by the Texas Tax

Code, and is within the current contractual period approved budget; the budget will be considered approved;

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

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

(4) A final accounting of all expenditures and tax funds 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 3.1 and 3.2 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 City notifies Agency of such breach.

(e) The failure of Agency to submit a Quarterly Financial Activity Report as required by Texas Tax Code §351.101(c) within thirty (30) days from the date 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 HOLD HARMLESS**

7.1 **Hold Harmless.** The parties agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement, as permitted by law.

## **ARTICLE VIII GENERAL PROVISIONS**

**8.1 Subcontract for Performance of Services.** 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 §3.1 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 and to Tex. Tax Code § 351, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments and Hotel Tax Revenue.

**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** 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.

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

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

**8.10** 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.

**8.11** 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.

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

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

**8.14** 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.

**8.15** 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.

**8.16** 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.

**8.17** 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:** The George Bush Presidential Library Foundation  
1000 George Bush Drive West  
College Station, TX 77845

Executed this the \_\_\_\_ day of \_\_\_\_\_, 2008.

**GEORGE BUSH PRESIDENTIAL  
LIBRARY FOUNDATION**

**CITY OF COLLEGE STATION**

By: TERRI LACY, Sec-Treas  
Printed Name: TERRI LACY  
Title: Secretary - Treasurer  
Date: 10-31-08

By: \_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:

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

\_\_\_\_\_  
Date

Alan C. Feltz  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

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

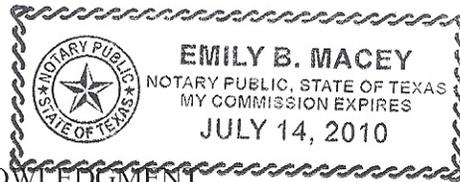
\_\_\_\_\_  
Date

STATE OF TEXAS )  
 )  
COUNTY OF BRAZOS )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 31 day of October, 2008,  
by Terra Lacey in his/her capacity as Secretary-Treasurer of The  
George Bush Presidential Library Foundation.

Emily Macey  
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 \_\_\_\_\_

ASSETS	Current Period		Current Period		Year to Date		Year to Date	
	Hotel Tax		Non-Hotel Tax		Hotel Tax		Non-Hotel Tax	
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								
<b>TOTAL ASSETS</b>								
<b>LIABILITIES</b>								
Accounts payable								
Compensation								
Refundable advances								
Long-term debt								
<b>TOTAL LIABILITIES</b>								
<b>NET ASSETS</b>								
Unrestricted								
Temporarily restricted								
Permanently restricted								
<b>TOTAL NET ASSETS</b>								
<b>TOTAL LIABILITIES AND NET ASSETS</b>								

## Exhibit A

### Statement of Financial Activities - Hotel Tax

Outside Agency: \_\_\_\_\_

STATEMENT OF ACTIVITIES

Period: \_\_\_\_\_

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
<b>REVENUES, GAINS, AND OTHER SUPPORT</b>				
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	—	—	—	—
<b>TOTAL REVENUES, GAINS, AND OTHER SUPPORT</b>	—	—	—	—
<b>EXPENSES</b>				
Program services				
	—	—	—	—
	—	—	—	—
Supporting services				
Management and general	—	—	—	—
Fund-raising	—	—	—	—
<b>TOTAL EXPENSES</b>	—	—	—	—
<b>CHANGE IN NET ASSETS</b>	—	—	—	—
<b>NET ASSETS AT BEGINNING OF YEAR</b>	—	—	—	—
<b>NET ASSETS AT END OF YEAR</b>	—	—	—	—

**Exhibit B**  
**Narrative Summary of Activity Report**

Please provide a narrative summary of the activities funded with the Hotel Tax Revenue.  
Use additional sheets if more space is needed.

Exhibit C  
Performance Measure Report

<b>The George Bush Presidential Library Foundation</b>				
<b>Description &amp; Budget Explanation:</b>				
The George Bush Presidential Library Foundation will inform and enrich learners of all ages about American history the general role of the President, and the administration of George H.W. Bush.				
<b>Yearly Budget Summary</b>	<b>FY06</b>	<b>FY07</b>	<b>FY08</b>	<b>FY09</b>
	<b>Actual</b>	<b>Actual</b>	<b>Actual</b>	<b>Estimate</b>
	\$50,000	\$50,000	\$100,000	\$100,000
<b>Quarterly Budget Summary</b>	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>Quarter 3</b>	<b>Quarter 4</b>
	<b>Proposed</b>	<b>Proposed</b>	<b>Proposed</b>	<b>Proposed</b>
	\$0	\$0	\$0	\$0

**Program Name:** The George Bush Presidential Library Foundation

**Service Level:** The George Bush Presidential Library Foundation will promote and enhance tourism via educational programs, exhibits, and promotional activities

<b>Performance Measures:</b>	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>Quarter 3</b>	<b>Quarter 4</b>
	<b>Actual</b>	<b>Proposed</b>	<b>Proposed</b>	<b>Proposed</b>
Number of visitors				
Number of new exhibits				
Number of existing exhibits				
Number of advertising or promotional activities conducted				
Number of educational programs conducted				



December 11, 2008  
Consent Agenda Item No. 2f  
Homeland Security Grant Program

To: Glenn Brown, City Manager

From: Robert Alley, Fire Chief

**Agenda Caption:** Presentation, possible action and discussion regarding the approval of a resolution accepting from the Governors Division of Emergency Management (GDEM) the 2008 Homeland Security Grant Program –Sub-recipient of \$166,666.67 naming a City staff member as manager of those grant funds, and approving the 2008 City of College Station Equipment List for purchase.

**Recommendation(s):** Staff recommends acceptance of the grant from the Governors Division of Emergency Management (GDEM), and recommends that the Emergency Management Coordinator be designated as the “Grant Manager” for the administration of this grant. It is also recommended that the attached 2008 City of College Station Equipment list be approved for purchase.

**Summary:** The City of College Station has been awarded the FY08 Homeland Security program Grant of \$166,666.67 through GDEM. The funding will be used by city departments to purchase equipment that will enhance our planning, training and response capabilities to terrorist threats or catastrophic events. Attached is the equipment list for the FY-08 Homeland security Grant Program which funds are to be expended. The period of performance of this agreement shall end on January 15, 2011.

**Budget & Financial Summary:** This is an equipment grant and the City of College Station has no matching funds committed. Dependent upon equipment requested, future budgets might include requests for O&M for equipment obtained.

**Attachments:**

Resolution

2008 Homeland Security Grant Program Notice of Sub-recipient Award – 6-SR 15976-01

2008 City of College Station Equipment List

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, ACCEPTING THE 2008 HOMELAND SECURITY GRANT PROGRAM SUB-RECIPIENT AWARD FOR THE PURCHASE OF RESPONSE EQUIPMENT AND AUTHORIZING A CONTACT PERSON FOR THE CITY.

WHEREAS, the Office for Domestic Preparedness, a component of the U.S. Department of Homeland Security, has awarded the Governor's Division of Emergency Management (GDEM) the 2008 Homeland Security Grant Program; and

WHEREAS, the Governor's Division of Emergency Management (GDEM) has served the City of College Station with a Notice of Sub-recipient Award for the 2008 Homeland Security Grant Program in the amount of \$166,666.67 to be used in this performance period ending on January 15, 2011; and

WHEREAS, the intent of this sub-grant is to aid in the City's ability to enhance its capacity to prevent, respond to and recover from acts of terrorism and natural disasters; now, therefore,

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

- PART 1: That the City Council hereby accepts the Sub-recipient Award for the 2008 Homeland Security Grant Program in the amount of \$166,666.67 from the Governor's Division of Emergency Management (GDEM).
- PART 2: That the City Council hereby approves the 2008 City of College Station Equipment List for purchase to aid in the City's ability to enhance its capacity to prevent, respond to and recover from acts of terrorism and natural disasters.
- PART 3: That the City Council hereby authorizes the Emergency Management Coordinator to serve as the Grant Manager for the City of College Station to sign agreements with the Governor's Division of Emergency Management and hereby designates said position to receive this award on behalf of the City of College Station.
- PART 4: That this resolution shall take effect immediately from and after its passage.

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

Page 2

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

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:

E-Signed by Mary Ann Powell  
VERIFY authenticity with ApproveIt   


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

**RECEIVED**

**NOV 24 2008**

**The Honorable Ben White  
Mayor, City of College Station  
P.O. Box 9960  
College Station, TX 77842-0960**



**DIVISION OF EMERGENCY MANAGEMENT**  
Office of the Governor

**RICK PERRY**  
Governor

**STEVEN McCRAW**  
Director  
Office of Homeland Security

Mailing Address:  
PO Box 4087  
Austin, Texas 78773-0220

Contact Numbers:  
512-424-2138 Duty Hours  
512-424-2277 Non-Duty Hours  
512-424-2444 Fax

Physical Address:  
5805 N. Lamar Blvd.  
Austin, Texas 78752

**JACK COLLEY**  
Chief

November 21, 2008

The Honorable Ben White  
Mayor, City of College Station  
P.O. Box 9960  
College Station, TX 77842-0960

**RECEIVED**

**NOV 24 2008**

Dear Mayor White:

Your jurisdiction is being awarded a sub-grant for the Fiscal Year (FY) 2008 Homeland Security Grant Program (HSGP) to carry out homeland security projects that will significantly improve local and regional terrorism prevention, preparedness, and response capabilities. Proposed local, regional, and urban area projects were grouped into investments that were submitted to U. S. Department of Homeland Security (DHS) for review and approval. Grant funds must be used for projects which support the investments approved by DHS, which are identified in *Enclosure 1*.

The following additional grant-related documents are enclosed:

- Notice of Sub-recipient Award (SRA) – *Enclosure 2*

The *Notice of Sub-recipient Award* for the 2008 HSGP must be signed by the chief elected official of your jurisdiction unless that authority has been delegated. Other signatures will require an accompanying statement from the chief elected official authorizing the individual to sign for the jurisdiction.

- Direct Deposit Authorization - *Enclosure 3*

A. GDEM must have a current *Direct Deposit Authorization* from your jurisdiction in order to transfer grant funds electronically to a designated bank account to reimburse you for grant-funded expenses. Additional copies are available from the Texas State Comptroller's website at: <http://www.window.state.tx.us/taxinfo/taxforms/74-158.pdf>. An appropriate local official, typically your finance officer, must sign the *Direct Deposit Authorization*.

B. If you submitted a completed *Direct Deposit Authorization* form with prior Homeland Security Grant Program awards, you do not need to submit another unless your bank account information has changed.

The deadline for returning the signed *Notice of Sub-Recipient Award and Direct Deposit Authorization* (if applicable) is **January 8, 2009**. The offer of a homeland security sub-grant will be withdrawn if the required materials are not postmarked by the due date. Extensions to this date **will not** be granted. Please submit above documents to one of the following addresses:

The deadline for returning the signed *Notice of Sub-Recipient Award and Direct Deposit Authorization (if applicable)* is **January 8, 2009**. The offer of a homeland security sub-grant will be withdrawn if the required materials are not postmarked by the due date. Extensions to this date **will not** be granted. Please submit above documents to one of the following addresses:

**Mail:**

Division of Emergency Management  
Attention: SAA Section  
P.O. Box 4087  
Austin, TX 78773-0270

**Courier:**

Division of Emergency Management  
Attention: SAA Section  
5805 N. Lamar  
Austin, TX 78752

Please retain a copy of each form for your records.

If you have any program questions regarding HSGP, please contact Edwin Staples at the SAA at 512-377-0002 or 512-377-0000.

Sincerely,



Jack Colley  
Chief

JC:es

Enclosures:

1. *DHS Approved Investments*
2. *2008 Notice of Sub-recipient Award*
3. *Direct Deposit Authorization*



# Governor's Division of Emergency Management

## 2008 Sub-Recipient Agreement for City of College Station

Date of Award

November 18, 2008

<b>1. Sub-Recipient Name and Address</b>	<b>2. Prepared by:</b> Seals, Freddie	<b>3. SAA Award Number:</b> 08-SR 15976-01
Mayor Ben White City of College Station P.O. Box 9960 College Station, TX 77842-0960	<b>4. Federal Grant Information</b>	
	<b>Federal Grant Title:</b>	Homeland Security Grant Program
	<b>Federal Grant Award Number:</b>	2008-GE-T8-0034
	<b>Date Federal Grant Awarded to GDEM:</b>	September 1, 2008
	<b>Federal Granting Agency:</b>	Federal Emergency Management Agency National Preparedness Directorate

<b>5. Award Amount and Grant Breakdowns</b>																		
<b>Total Award Amount</b>  \$166,666.67	<b>Note: Additional Budget Sheets (Attachment A):</b> <input type="checkbox"/> Yes <input type="checkbox"/> No																	
	<table border="1"> <tr> <td><b>SHSP</b> 97.073</td> <td><b>SHSP-LEAP</b> 97.073</td> <td><b>UASI</b> 97.008</td> <td><b>UASI-LEAP</b> 97.008</td> <td><b>CCP</b> 97.053</td> <td><b>MMRS</b> 97.071</td> </tr> <tr> <td>\$127,670.49</td> <td>\$38,996.18</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> </tr> </table>	<b>SHSP</b> 97.073	<b>SHSP-LEAP</b> 97.073	<b>UASI</b> 97.008	<b>UASI-LEAP</b> 97.008	<b>CCP</b> 97.053	<b>MMRS</b> 97.071	\$127,670.49	\$38,996.18	\$0.00	\$0.00	\$0.00	\$0.00					
	<b>SHSP</b> 97.073	<b>SHSP-LEAP</b> 97.073	<b>UASI</b> 97.008	<b>UASI-LEAP</b> 97.008	<b>CCP</b> 97.053	<b>MMRS</b> 97.071												
\$127,670.49	\$38,996.18	\$0.00	\$0.00	\$0.00	\$0.00													
<b>This award supersedes all previous awards.    Performance Period:</b> Sep 1, 2008 to Jan 15, 2011																		

**6. Statutory Authority for Grant:** This project is supported under Public Law 110-161, the Department of Homeland Security Appropriations Act of 2008.

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

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

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

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

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

**13. DUE DATE:** **January 2, 2009**  
Signed award and Direct Deposit Form (if applicable) must be returned to GDEM on or before the above due date.

# TERMS AND CONDITIONS

## Parties to Sub-recipient Agreement

This Sub-recipient agreement is made and entered into by and between the Governor's Division of Emergency Management/State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "GDEM," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, GDEM and the Sub-recipient are collectively hereinafter referred to as the "Parties." By this Sub-recipient agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this Sub-recipient agreement. The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2008 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and in the agreement.

## **Sub-recipient Purpose and Overview**

A. Purpose and Overview. Sub-grant funds provided shall be used to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism. The Sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the Homeland Security Grant Program Guidelines and Application Kit for that fiscal year and must support the goals and objectives included in the State Homeland Security Strategic Plan and the Urban Area Homeland Security (UASI) Strategies. The funds must be used to conform with the State Homeland Security Strategic Plan, follow the projects outlined in the approved investment justifications used to make the FY 2008 grant application and as described in the federal program guidelines found at [www.fema.gov/pdf/government/grant/hsgp/fy08\\_hsgp\\_guide.pdf](http://www.fema.gov/pdf/government/grant/hsgp/fy08_hsgp_guide.pdf). Further, as outlined in the 2008 grant guidance, 2008 HSGP will focus on three objectives as the highest priorities. These three objectives are: 1. Measuring progress toward achieving the National Preparedness Guidelines; 2. Strengthening improvised explosive device (IED) attack deterrence, prevention, and protection capabilities; and 3. Strengthening preparedness planning. At least 25 percent of the total FY 2008 HSGP funding must be dedicated toward enhancing capabilities related to objectives 2 and 3 as identified above. The 25 percent requirement applies to the total award amount for each State across all four programs, not individual awards for SHSP, UASI, MMRS, and CCP.

B. Standard of Performance. The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Council of Governments (COG) and by the State Administrative Agency (SAA). The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement and the:

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B"; and
3. Certification Regarding Lobbying for Sub-recipient Agreements, Grants, Loans, and Cooperative Agreements, hereinafter referred to as "Exhibit C".

C. Failure to Perform. In the event the Sub-recipient fails to implement the project(s) entered into The SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to GDEM for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional Homeland Security Grant Program funds or any other federal program funds administered by GDEM until repayment to GDEM is made and any other compliance or audit finding is satisfactorily resolved.

## **GDEM Obligations**

A. Measure of Liability. GDEM shall be liable for actual and reasonable costs incurred by the Sub-recipient during the Sub-recipient agreement period for performances rendered under this Sub-recipient agreement by the Sub-recipient, subject to the limitations set forth in this Section. GDEM shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

B. Sub-recipient Agreement Funds Defined and Limit of Liability. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by GDEM under the HSGP program. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by GDEM under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

C. Excess Payments. The Sub-recipient shall refund to GDEM any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by GDEM or that GDEM determines has resulted in overpayment to the Sub-recipient that GDEM determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to GDEM within thirty (30) days after GDEM requests such refund.

### **Suspension**

Notwithstanding the provisions of Chapter 2251, Texas Government Code, in the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, GDEM may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

### **Termination**

A. GDEM's Right to Terminate. GDEM shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever GDEM determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. GDEM shall notify the Sub-recipient in writing prior to the thirtieth (30<sup>th</sup>) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

B. Parties' Right to Terminate. In addition to GDEM's right to terminate specified in Subsection A of this section, both Parties shall have the right to terminate this Sub-recipient agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this Sub-recipient agreement would not produce beneficial results commensurate with the further expenditure of Sub-recipient agreement funds. The Parties shall agree, in writing, upon the termination conditions, including the effective date of termination and in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

### **Conflict of Interest**

A. Financial Interest Prohibited. A conflict of interest may arise when the employee, officer or agent; any member of his or her immediate family; his or her partner; or, any organization that employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform a subcontract pursuant to this Sub-recipient agreement. The Sub-recipient shall ensure that no employee, officer, or agent of the Sub-recipient shall participate in the selection, in the award or administration of a subcontract supported by Sub-recipient agreement funds pursuant to this Sub-recipient agreement and comply with Chapter 171, Texas Local Government Code.

B. Other Prohibited Interests. In all cases not governed by Subsection A of this Section and except for eligible administrative or personnel costs, no person who is an employee, agent, consultant, officer, elected official, appointed official of the Sub-recipient or of a subcontractor of the Sub-recipient, in Subsection C of this Section who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this Sub-recipient agreement or any other HSGP Sub-recipient agreement who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, have an interest in or benefit from the activity or have any interest in any Sub-recipient agreement, subcontract or agreement with respect to the activities or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

### **Monitoring**

GDEM reserves the right to perform periodic on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, GDEM shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to Sections on the Suspension and/or Termination above.

### **Audit**

A. Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply with Texas Government Code, Chapter 783, 1 TAC 5.141.et.seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

B. GDEM's Right to Audit. Notwithstanding Subsection A of this Section, GDEM reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit GDEM or its authorized representative to audit the Sub-recipient's records and to obtain any documents, materials or information necessary to facilitate such audit.

C. Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to GDEM for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to GDEM of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

D. Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as GDEM may require of the Sub-recipient.

E. State Auditor's Office. The Sub-recipient understands that acceptance of Sub-recipient agreement funds acts as acceptance of the authority of the State Auditor's Office or any successor agency to conduct an audit or investigation in connection with these funds. The Sub-recipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

For FY 2008, the NIMSCAST will be the required means to report NIMS compliance for FY 2009 preparedness award eligibility. All State and Territory direct preparedness Sub-recipients will be required to submit their compliance assessment via the NIMSCAST by January 31, 2009. The State or Territory department/agency awardee reserves the right to determine compliance reporting requirement of their sub-awardees (locals) in order to disperse funds at the local level.

## **Reimbursement**

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

A. Request for Advance or Reimbursement. The Sub-recipient shall submit to GDEM, a properly completed Local Purchase Submission Cover Sheet as often as actually needed. GDEM retains the authority to approve or deny amount requested and shall not make disbursement of any such payment until GDEM has reviewed and approved such a request. The Local Purchase Submission Cover Sheet shall be supported by documentation as referenced by the SAA web-based grants management system and subsequent policy updates.

B. Request for Advance Funds and Transfer of Funds. The Sub-recipient's requests for an advance of Sub-recipient agreement funds shall be limited to the minimum amounts needed for effective operation of their project(s) under this Sub-recipient agreement and shall be timed as closely as possible to be in accord with actual cash requirements. The Sub-recipient shall establish procedures to minimize the time elapsing between the transfer of funds from GDEM to the Sub-recipient and shall ensure that such funds are disbursed within fifteen (15) days or as soon as administratively possible.

C. Payment Contingent. Notwithstanding the provisions of Subsection A of this Section, payments under this Sub-recipient agreement are contingent upon the Sub-recipient's performance of its contractual obligations.

## **Urban Areas Security Initiative (UASI) Grants**

A. If the Sub-recipient is a participant in a UASI program, during the performance period of this grant, Sub-recipient agrees to adhere to the UASI strategy, goals, objectives, and implementation steps.

B. Sub-recipient agrees that, during the performance period of this grant, all communications equipment purchases must be reviewed and approved by the Regional Interoperable Communications Committee and the UASI points of contact (voting members), if applicable.

#### **UASI Non-Profit Security Grant Program (NSGP)**

A. The Sub-recipient agrees that all allocations, uses of funds, and other associated program and administrative requirements under this grant will be in accordance with the Fiscal Year (FY) 2008 UASI Non-Profit Security Grant Program (NSGP) Program Guidance and Application Kit, Information Bulletin number 252, and the FY 2008 UASI NSGP Frequently Asked Questions (FAQs) Parts 1 and 2. All grant Sub-recipients are assumed to have read, understood, and accepted the FY 2008 UASI NSGP Program Guidance and Application Kit, Information Bulletin Number 252 and the FAQs as binding.

B. Sub-recipients must meet a 75 percent Federal-25 percent Sub-recipient soft match requirement. Sub-recipient contributions must be from non-Federal sources. For all costs other than training, the Sub-recipients match may be met through cash, training investments related to use of allowable equipment purchased with the grant, or training investments related to general purpose security and emergency preparedness for staff. In the case of training projects, awardees must meet the matching requirement through cash. In no event can regular personnel costs such as salary, overtime, or other operational costs unrelated to training be used to satisfy the matching requirement.

C. Non-governmental organization Sub-recipients are required to meet certain National Incident Management System (NIMS) compliance requirements. All emergency preparedness, response, and/or security personnel in the non-profit organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes IS-700 NIMS: An Introduction.

D. Sub-recipients are responsible for keeping a copy of the 501(c)(3) registration number or IRS Letter of Recognition of Sub-grantees on file. Those Sub-recipients who submitted investment justifications, subsequently selected for award, by non-profit organizations which do not hold or have not formally applied for a 501(c)(3) registration number, are responsible for maintaining an affidavit and/or other indicia certifying or verifying their 501(c)(3) compliance on file for review by DHS, in accordance with the FY 2008 UASI NSGP Q&A Part 2.

E. FY 2008 UASI NSGP allowable equipment costs include only the two Authorized Equipment List (AEL) categories identified in the FY 2008 UASI HSGP Program Guidance and Application Kit. These categories are 1) Physical Security Enhancement Equipment, and 2) Inspection and Screening Systems. All allowable equipment costs must fall within these two categories. Interoperable communications equipment, aesthetic enhancement, including business, shrubs, or flowers, general-use vehicles, or related general-use equipment is prohibited under this grant program if it does not fall within one of the two previously identified AEL categories. Additionally, any costs associated with exercises are strictly prohibited. All other training and management and administrative (M&A) costs must be in accordance with the FY 2008 UASI NSGP Program Guidance and Application Kit, Information Bulletin Number 252, and the FY 2008 NSGP FAQs, Parts 1 and 2.

F. The Sub-recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U. S. Department of Homeland Security."

#### **Interoperable Communication Project Compliance**

1. Before a local jurisdiction may submit a project for consideration by the State, a preliminary review must be done at the regional level by the Communications Committee or some similar group of the appropriate Council of Governments, Development Council or Planning Council. (Where possible, reviewers should represent a cross-section of the communications community and include representatives from cities, counties and Tribes where appropriate; conventional and trunked systems, and VHF, UHF, 700 MHz, 800 MHz and 900 MHz systems.) Jurisdictions must have baseline information (towers and POC/name) entered into CASM to show the jurisdictions' commitment to adhere to the SCIP. Projects that are deemed to satisfactorily meet the State's Plan will be submitted to the State for formal review.

#### **National Incident Management System (NIMS) and the Incident Command System (ICS)**

Sub-recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. NIMS compliance for 2008 must be achieved by completing actions outlined in the NIMS Implementation Matrix.

A. Adoption. The jurisdiction or organization must have formally adopted NIMS as its incident management system through ordinance, court order, or resolution. A copy of the adoption document should be provided to the Preparedness Section of the Division of Emergency Management.

B. Implementation. The jurisdiction or organization must be implementing the principles and policies of NIMS/ICS, including these major requirements:

1. Identifying specific NIMS training requirements for local emergency responder and emergency management positions; then obtaining or providing required training, and documenting it. For further information on NIMS training, see: [http://www.fema.gov/emergency/nims/nims\\_training.shtm](http://www.fema.gov/emergency/nims/nims_training.shtm)
2. Updating jurisdiction or organization emergency plans and procedures to address the NIMS/ICS organizational structure, major functions, concepts, policies, and procedures.
3. Utilizing NIMS/ICS for day-to-day all-hazard emergency response and during exercises.
4. Participating in local, regional, or intrastate mutual aid programs.
5. Maintaining an inventory of emergency response assets (Texas Regional Resource Network), and identifying key assets by resource typing standards developed by FEMA to facilitate multi-agency response. For resource typing information, see: <http://www.fema.gov/emergency/nims/rm/rt.shtm>. This is accomplished by registering with the Texas Regional Resource Network (TRRN) and updating the information regularly. Additionally, a certification form must be on file with GDEM for every county and local jurisdiction.
6. Complete the NIMS baseline assessment and develop a local NIMS implementation plan.
7. Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.
8. All Primary jurisdictions must possess an independent NIMSCAST account.

For a more detailed description of these requirements, as well as other NIMS implementation requirements, see [http://www.fema.gov/pdf/emergency/nims/imp\\_mtrx\\_states.pdf](http://www.fema.gov/pdf/emergency/nims/imp_mtrx_states.pdf)

FY 08 NIMS implementation requirements must be completed by January 31, 2009.

**Other Requirements (These requirements DO NOT apply to NSGP Sub-recipients)**

A. During the performance period of this grant, Sub-recipients must maintain an emergency management plan at the Intermediate Level of planning preparedness or higher, as prescribed by GDEM. This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If GDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from GDEM.

B. Projects identified in the SAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable 12 approved project investments for the period of performance of the grant.

C. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.

D. During the performance period, the Sub-recipient must register as a user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing \$5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

E. Sub-recipients must submit Fiscal Year 2008 Indirect Cost Allocation Plan signed by Cognizant Agency. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

F. Council of Governments (COG) will follow guidelines listed in the FY 08 COG Statement of Work.

G. Up to 15% of the program funds for SHSP, UASI and LETPP may be used to support the hiring of full or part-time personnel to conduct program activities that are allowable under the FY 2007 HSGP (i.e., planning, training program management, exercise program management, etc) The ceiling on personnel costs does not apply to contractors, and is in addition to eligible management and administrative (M&A) costs and eligible hiring of intelligence analysts. Sub-recipients may hire staff only for program management functions, not operational duties. Hiring planners, training program coordinators, exercise managers, and grant administrators fall within the scope of allowable program management functions.

H. The State's 24 planning regions are voluntary associations of local governments organized pursuant to state law as regional planning commissions, councils of government, development councils, and area councils. It is recognized that one of the major functions of state planning regions as homeland security grant Sub-recipients is to perform a wide variety of planning and some program administration for both their region and on behalf of the cities and counties within the region that may also be homeland security grant Sub-recipients.

## **Closing The Grant**

A. The Sub-recipient must have all equipment ordered by January 15, 2011. The last day for submission of invoices is March 15, 2011.

B. GDEM/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, GDEM/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, GDEM/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

C. GDEM/SAA will unilaterally close out this grant if sub recipient does not reconcile account and sign closeout GAN by May 31, 2011.

## **Restrictions, Disclaimers and Notices**

A. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by GDEM/SAA prior to obligation or expenditure of such funds.

B. In cases where local funding is established by COGs, release of funds by GDEM is contingent upon regional funding allocation approval by the Sub-recipient's COG governing board.

C. Notwithstanding any other agreement provisions, the parties hereto understand and agree that GDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet GDEM's liabilities hereunder. GDEM shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.

D. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Chief  
Division of Emergency Management  
Homeland Security Office of the Governor  
PO Box 4087  
Austin, TX 78773-0220

## **Uniform Administrative Requirements, Cost Principles, Audit Requirements and Program Income**

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with all Applicable Laws and Regulations, Exhibit A, but specifically with:

### **A. Administrative Requirements**

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

### **B. Cost Principles**

1. 2C.F.R. Part 225, Cost Principles for State, Local and Tribal Governments
2. 2C.F.R. Part 220, Cost Principles for Education Institutions
3. 2C.F.R. Part 230, Cost Principles for Non-Profit Organizations
4. Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations

### **C. Audit Requirements – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.**

## **Retention And Accessibility Of Records**

- A. Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to OMB Circular A-87, 44 C.F.R. § 13.42 and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective (close of the Sub-recipient agreement), including program requirements and financial obligations, or the period of time required by other applicable laws and regulations as described in Exhibit A.
- B. Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Inspector General, the General Accounting Office, the Auditor of the State of Texas, GDEM, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of HSGP funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552, Texas Government Code.
- C. Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

## **Subcontracts**

- A. GDEM's Approval of Subcontract and Liability. The Sub-recipient may subcontract for performances described in this Sub-recipient agreement without obtaining GDEM's prior written approval.
- B. Sub-recipient Liability. In no event shall any provision of this Section be construed as relieving the Sub-recipient of the responsibility for ensuring that the performances rendered under all subcontracts comply with all of this Sub-recipient agreement's terms as if such performances rendered were rendered by the Sub-recipient. GDEM's approval under this Section does not constitute adoption, ratification or acceptance of the Sub-recipient's or a subcontractor's performance.
- C. Applicable Law. The Sub-recipient shall comply with 44 C.F.R. § 13.1-13.52 and all applicable federal and state laws outlined in Exhibit A and local laws, regulations and ordinances related to making procurements under this Sub-recipient agreement.
- D. Escrow Retainage for Construction Contracts. GDEM shall require Sub-recipient to maintain an escrow retainage of the Sub-recipient agreement funds budgeted for construction and rehabilitation in the amount of five percent (5%) of each construction and/or rehabilitation subcontract entered into by the Sub-recipient. Before the retainage fees for construction contracts are released, GDEM shall receive a complete and executed Certificate of Construction Completion and Final Wage Compliance Report and the Sub-recipient shall certify it has received as-built plans for this Sub-recipient agreement's funded construction activities.

## **Legal Authority**

- A. Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.
- B. Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

## **Notice Of Litigation and Claims**

The Sub-recipient shall give GDEM immediate notice in writing of:

1. any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out the performance of any subcontract under this Sub-recipient agreement; and

2. any claim against the Sub-recipient, the cost and expense of which the Sub-recipient may be entitled to be reimbursed by HSGP.

Except as otherwise directed by GDEM, the Sub-recipient shall furnish immediately to GDEM copies of all documentation received by the Sub-recipient with respect to such action or claim.

### **Indemnification**

To the extent permitted by law, the Sub-recipient agrees to hold GDEM harmless and to indemnify GDEM from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the Sub-recipient pursuant to this Sub-recipient agreement.

### **Changes and Amendments**

A. Written Amendment. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.

B. Authority to Amend. This Sub-recipient agreement's performances shall be rendered in accordance with the Act, Exhibit A, the assurances and certifications made to GDEM by the Sub-recipient and the assurances and certifications made to DHS by the State of Texas with regard to the operation of the HSGP. Amendments may further be amended by GDEM, during the period of this Sub-recipient agreement's performance as GDEM issues policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by GDEM in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

C. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. Federal Emergency Management Agency (FEMA) periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. FEMA's National Preparedness Directorate Information Bulletins can be accessed at <http://www.ojp.usdoj.gov/odp/docs/bulletins.htm> and are incorporated by reference into this sub-grant.

### **Headings**

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

### **Oral and Written Agreements**

A. Prior Agreements. All oral and written agreements between the Parties relating to this Sub-recipient agreement's subject matter that were made prior to Date of Execution have been reduced to writing and are contained in this Sub-recipient agreement.

B. Exhibits. The exhibits enumerated and denominated in the agreement are hereby made a part of this Sub-recipient agreement and constitute promised performances by the Sub-recipient in accordance with the Sub-recipient agreement and the Exhibits.

C. Commissioner's Signature. This Sub-recipient agreement is not effective unless signed by the Chief of GDEM or by his authorized designee.

### **Waiver**

Any right or remedy provided for in this Sub-recipient agreement provision shall not preclude the exercise of any other right or remedy under this Sub-recipient agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time.

### **Venue**

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas.



Hospitals, and other Nonprofit Organizations, at [http://www.access.gpo.gov/nara/cfr/waisidx\\_03/28cfr70\\_03.html](http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html) . Sub-recipients must report any interest earned to GDEM/SAA. Any interest earned in excess of \$100 must, on a quarterly basis, be remitted to:

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

J. **AUDITS** - The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement under the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) [http://edocket.access.gpo.gov/cfr\\_2007/octqtr/44cfr13.26.htm](http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr13.26.htm).

K. **GRANT ADMINISTRATION** - The Sub-recipient will also comply with Texas Government Code, Chapter 783, <http://lo2.tlc.state.tx.us/statutes/qv.toc.htm>; and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements, [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?sl=T&app=9&p\\_dir=N&p\\_rloc=111847&p\\_tloc=&p\\_ploc=1&pg=2&p\\_tac=&ti=1&pt=1&ch=5&rl=141](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141) Sub-recipients must also comply with 44,C.F.R., Part 13, [http://www.access.gpo.gov/nara/cfr/waisidx\\_07/44cfr13\\_07.html](http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr13_07.html); with 2C.F.R. Part 215 [http://www.access.gpo.gov/nara/cfr/waisidx\\_08/2cfrv1\\_08.html#215](http://www.access.gpo.gov/nara/cfr/waisidx_08/2cfrv1_08.html#215), 2C.F.R. Part 225, Part 220 and Part 230. Parts 220 and 230 are not available on-line at this time. A link will be provided as soon as it becomes available.

L. **PROPERTY ADMINISTRATION** – TAC Title 1, Part 5, Chapter 116, [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac\\_view=3&ti=1&pt=5](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=1&pt=5)

M. **PUBLICATIONS** – 44 C.F.R., Section 13.34 [http://edocket.access.gpo.gov/cfr\\_2007/octqtr/44cfr13.34.htm](http://edocket.access.gpo.gov/cfr_2007/octqtr/44cfr13.34.htm)

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

**EXHIBIT B**  
**CERTIFICATIONS**

I, \_\_\_\_\_ as Mayor/County Judge of \_\_\_\_\_, Texas, hereinafter referred to as the "Sub-recipient," certify the following with respect to the expenditure of Sub-recipient agreement funds.

A. The Sub-recipient shall minimize displacement of persons as a result of activities assisted with Sub-recipient agreement funds.

B. The program shall be conducted and administered in conformity with the Civil Rights Act of 1964 (42 U.S.C. § 2000a et seq.)

C. As specified by GDEM and FEMA, in the event that displacement of residential dwellings shall occur in connection with a project assisted with HSGP funds, the Sub-recipient shall follow a residential anti-displacement and relocation assistance plan.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to [www.epls.gov](http://www.epls.gov) and the State Debarred Vendor List [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred/](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/).
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
5. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification)

E. Sub-recipient understands and certified that it will not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA National Preparedness Directorate.

F. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

\_\_\_\_\_  
Chief Elected Official, Mayor/County Judge

\_\_\_\_\_  
Date

EXHIBIT C

**CERTIFICATION REGARDING LOBBYING FOR  
SUB-RECIPIENT AGREEMENTS, GRANTS, LOANS,  
AND COOPERATIVE AGREEMENTS**

The undersigned, \_\_\_\_\_, as Mayor/County Judge of the \_\_\_\_\_, Texas certifies the following to the best of his knowledge and belief.

A. No federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal Sub-recipient agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal Sub-recipient agreement, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Sub-recipient agreement grant, loan or cooperative agreement, the undersigned shall complete and submit standard form Disclosure Form to Report Lobbying form in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards including sub-contracts, sub-grants and Sub-recipient agreements under grants, loans, and cooperative agreements and that all Sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon that reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Chief Elected Official, Mayor/County Judge

\_\_\_\_\_  
Date

## **FY 2008 INVESTMENTS APPROVED BY DHS**

### **State Investments**

1. Regional Food and Agriculture Critical Assessment
2. Improve Communication Interoperability
3. Public safety and Security Response
4. Intelligence and Information Sharing and Dissemination
5. Enhance State, Regional and Local EOCs
6. Enhance State, Regional and Local Planning
7. CBRNE Detection, WMD, Hazmat Response and Decon
8. On-Site Incident Management
9. Critical Infrastructure Protection
10. Community Preparedness & Emergency Public Information & Warning
11. Strengthen Medical Surge and Mass Prophylaxis
12. Reduce Threats to Agriculture & Enhance Emergency Response
13. Enhance Border Security Program
14. Tribal Investments

*Note: Highlighted investment is a multi-state project*

### **Austin Area UASI Investments**

1. Austin Area Fusion Center
2. Planning and Coordination
3. Enhanced CBRNE/WMD Response Teams
4. Physical Security of Critical Infrastructure
5. Mobile Public Safety Communications
6. Mass Casualty Management Capacity Enhancement
7. Regional Community Preparedness and Resiliency
8. Public Safety Video and Data-Remote Video and Connectivity
9. Video X-Ray Technology for Bomb Squad
10. Mass Prophylaxis and Epidemiologic Surveillance
11. Cyber Security of Critical Infrastructure
12. Regional Air Enforcement Response
13. Traffic Light Battery Backup with PTZ Cameras
14. TEXAS PEER-TO-PEER UASI PLANNING NETWORK
15. IT INTEROPERABILITY INITIATIVE ("I-CUBED")

*Note: Highlighted investments are multi-regional projects*

### **Dallas/Fort Worth/Arlington Area UASI Investments**

1. TEXAS PEER-TO-PEER UASI PLANNING NETWORK
2. IT INTEROPERABILITY INITIATIVE (“I-CUBED”)
3. Regional Multi-Agency Intelligence Fusion Center and Data Sharing
4. Critical Infrastructure Security Enhancement
5. Enhance Command and Control At All Levels to Include Emergency Operation Center Functions
6. Enhance Explosive Ordnance Device Mitigation and Response Capability
7. Enhance Law Enforcement Capability to Respond to Terrorism Incidents and Catastrophic Events
8. Enhance CBRNE Response Capability Including HazMat and Specialized Fire Response
9. Enhance Search and Rescue Capability to Respond to Terrorism Incidents and Catastrophic Events
10. Enhance Medical Surge, Mass Prophylaxis, and Fatality Management Capability
11. Enhance Interoperable Communications
12. Enhance Early Warning and Notification Systems
13. Public Outreach Programs, Citizen Corps, and Citizen Preparedness
14. Regional and Urban Area Planning

### **El Paso Area UASI Investments**

1. TEXAS PEER-TO-PEER UASI PLANNING NETWORK
2. IT INTEROPERABILITY INITIATIVE (“I-CUBED”)
3. El Paso Urban Area Regional Mobile Command Post Project
4. Purchase and Logistical Support for Regional Self Contained Breathing Apparatus Project
5. El Paso-UASI/Region-08 P25 Interoperability Communications Project; Stage I- Phase IIIA.
6. Ready El Paso Volunteer Campaign
7. Coordinated efforts to protect Critical Infrastructure and Key Resources
8. Enhancing the El Paso All Hazards Incident Management Team
9. Explosive Device Detection and Response Operations
10. Planning and Coordination
11. Rio Grande Information & Intelligence Center
12. Regional Medical Operations Center (RMOC)

**Note:** Highlighted investments are multi-regional projects

## **Houston Area UASI Investments**

1. TEXAS PEER-TO-PEER UASI PLANNING NETWORK
2. IT INTEROPERABILITY INITIATIVE (“I-CUBED”)
3. Citizen Preparedness, Public Outreach & Communication
4. Regional Planning & Coordination
5. Interoperable Communications
6. Prevention: Fusion Center & Regional AFIS
7. Protection: Public Safety Video & Target Hardening
8. Response: Enhance CBRNE Response Capability
9. Enhance Health & Medical Capabilities
- Regional Emergency Management Improvements

## **San Antonio Area UASI Investments**

1. TEXAS PEER-TO-PEER UASI PLANNING NETWORK
2. IT INTEROPERABILITY INITIATIVE (“I-CUBED”)
3. Enhance Regional GIS Emergency Planning and Response Capabilities
4. Enhance Regional Critical Incident Management (IM) Capabilities
5. Strengthening IED Attack Deterrence, Prevention, and Protection Capabilities
6. Enhance Emergency Operations Center Operations & Connectivity
7. Sustain & Enhance SAUA First Responders and WMD Project
8. Enhance Regional Interoperability Communications (IOC)
9. Enhance CI/KR Security Improvement Program
10. Enhance Citizen Preparedness and Response Capabilities
11. Reduce Vulnerability of Threats to Agriculture & Facilitate Emergency Response
12. Enhance Emergency Facility Capabilities

**Note:** Highlighted investments are multi-regional projects



74-176

For Comptroller's use only  
(Rev. 4-05/4)**VENDOR DIRECT DEPOSIT AUTHORIZATION**

Under Ch. 559, Government Code, you are entitled to review, request, and correct information we have on file about you, with limited exceptions in accordance with Ch. 552, Government Code.

**INSTRUCTIONS**

Use only BLUE or BLACK ink.

Alterations must be initialed.

- Check all appropriate box(es).
- For further instructions, see the back of this form.

**TRANSACTION TYPE**

New setup SECTION 1	(Sections 2, 3 & 4)	<u>Change financial institution</u>	(Sections 2, 3 & 4)
Cancellation	(Sections 2 & 3)	<u>Change account number</u>	(Sections 2, 3 & 4)
		<u>Change account type</u>	(Sections 2, 3 & 4)

**PAYEE IDENTIFICATION**

1. Social Security number or 2. Mail code (If not known, will be Federal Employer's Identification (FEI) completed by Paying State Agency) 3. Name 4. Business phone number ( ) 5. Mailing address City 7. State 8. ZIP code SECTION 2

**AUTHORIZATION FOR SETUP, CHANGES OR CANCELLATION**

SECTION 3	9. Pursuant to Section 403.016, Texas Government Code, I authorize the Comptroller of Public Accounts to deposit by electronic transfer payments owed to me by the State of Texas and, if necessary, debit entries and adjustments for any amounts deposited electronically in error. The Comptroller shall deposit the payments in the financial institution and account designated below. I recognize that if I fail to provide complete and accurate information on this authorization form, the processing of the form may be delayed or that my payments may be erroneously transferred electronically. I consent to and agree to comply with the National Automated Clearing House Association Rules and Regulations and the Comptroller's rules about electronic transfers as they exist on the date of my signature on this form or as subsequently adopted, amended or repealed.		
	10. Authorized signature	11. Printed name	12. Date

**FINANCIAL INSTITUTION (Completion by financial institution is recommended.)**

SECTION 4	13. Financial institution name	14. City	15. State
	16. Routing transit number	17. Customer account number	(Dashes required YES) <input type="checkbox"/> 18. Type of account <b>Check Savings</b>
	19. Representative name (Please print)		20. Title
	21. Representative signature (Optional)		22. Phone number ( )
			23. Date

**CANCELLATION BY AGENCY**

<b>SEC 5</b>	24. Reason	25. Date
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**PAYING STATE AGENCY**

<b>SECTION 6</b>	26. Signature	27. Printed name		
	28. Agency name		29. Agency number	
	30. Comments	31. Phone number ( )		32. Date

**Note:** A vendor can receive email or fax notifications providing one (1) business day advance notice of the payment posting to the vendor's account. The Advance Payment Notification is available to vendors receiving direct deposit payment(s) from the State of Texas.

To enroll in this free service, complete the Advance Payment Notification Authorization, Form 74-193, available on the Internet at:

<http://www.window.state.tx.us/taxinfo/taxforms/74-193.pdf>

For additional information or assistance, please contact the Claims Division by: Email: [claims.pin@cpa.state.tx.us](mailto:claims.pin@cpa.state.tx.us)  
 Phone: 512/936-8138 in Austin or 800/531-5441 Ext. 6-8138 toll free

Form 74-176 (Back)(Rev.4-05/4)

## INSTRUCTIONS FOR VENDOR DIRECT DEPOSIT AUTHORIZATION

### **SECTION 1: Check the appropriate box(es)**

- **NEW SETUP** - If payee is not currently on direct deposit with the state.
  - a. Complete Sections 2, 3 & 4.
  - b. Section 4 is recommended to be completed by financial institution.
- **CANCELLATION** - If payee wishes to stop direct deposit with the state.
  - a. Payee completes Sections 2 & 3.
- **CHANGE FINANCIAL INSTITUTION**
  - a. Payee completes Sections 2, 3 & 4.
  - b. Section 4 is recommended to be completed by financial institution.
- **CHANGE ACCOUNT NUMBER**
  - a. Payee completes Sections 2, 3 & 4.
  - b. Section 4 is recommended to be completed by financial institution.
- **CHANGE ACCOUNT TYPE**
  - a. Payee completes Sections 2, 3 & 4.
  - b. Section 4 is recommended to be completed by financial institution.

### **SECTION 2: PAYEE IDENTIFICATION**

- Item 1** Leave the boxes blank if you do not have your 11-digit Texas Identification Number. The paying state agency will provide the information in the boxes. Enter your 9-digit Social Security number or your Federal Employer's Identification (FEI) number.
- Item 2** **If your 3-digit mail code address identifier is not known, it will be assigned by the paying state agency.**

**SECTION 3:**  
**AUTHORIZATION FOR**  
**SETUP, CHANGES OR**  
**CANCELLATION** Items 10, 11  
The individual authorizing  
must sign, print their name  
and date the form. **& 12NOTE:**  
No alterations in this section  
will be allowed.

**SECTION 4: FINANCIAL INSTITUTION** Section 4 is recommended to be completed by a financial institution. **NOTE:** Alterations to routing, account number and/or type of account must be initialed by the financial institution representative or the payee.

**SECTION 5: CANCELLATION BY AGENCY** (*State agency use only*)  
Sections 5 & 6 to be completed by the paying state agency.

**SECTION 6: PAYING STATE AGENCY** (*State agency use only*)  
Section 6 to be completed by the paying state agency before the form can be processed.

Submit the completed form to a state agency with which you are conducting business. This agency will be designated as your custodial agency. If the direct deposit instructions need to be updated or cancelled, you must contact this agency.

**Note:** A vendor can receive email or fax notifications providing one (1) business day advance notice of the payment posting to the vendor's account. The Advance Payment Notification is available to vendors receiving direct deposit payment(s) from the State of Texas.

To enroll in this free service, complete the Advance Payment Notification Authorization, Form 74-193, available on the Internet at:

<http://www.window.state.tx.us/taxinfo/taxforms/74-193.pdf>

For additional information or assistance, please contact the Claims Division by:

Email: [claims.pin@cpa.state.tx.us](mailto:claims.pin@cpa.state.tx.us)

Phone: 512/936-8138 in Austin or 800/531-5441 Ext. 6-8138 toll free

**Jurisdiction Project Worksheet  
FY-2008; Homeland Security Grant**

Jurisdiction Name & Contact:				
Item Description Information Summary	SHSP \$\$	LEAA \$\$	SHSP + LEAA	Area
Repeater for Comm Trailer	\$13,000.00		\$13,000.00	A
Laptops	\$13,620.00		\$13,620.00	K
Sokkia SRX 3 Total Station and accessories. This new generation total station can reduce processing time by 65%		\$27,000.00	\$27,000.00	F
Coleman 13500 BTU exterior 110V A/C unit \$650. To be mounted on the Bomb Van. Installation \$500.		\$1,350.00	\$1,350.00	L
Honda 5000w Generator. Used to power above A/C unit when 110v is not available.		\$2,800.00	\$2,800.00	L
Explosive Storage "Day Box"		\$750.00	\$750.00	L
Explosive Storage "IME Box"		\$750.00	\$750.00	L
Aimpoint Comp M3 2 MOA w/LaRue Tactical cantilever mount		\$3,000.00	\$3,000.00	L
Aimpoint 3X Magnifier w/LaRue Tactical QD Pivot Mount		\$2,500.00	\$2,500.00	L
Troy folding rear battle sight		\$600.00	\$600.00	L
LaRue Tactical 7.0 Free Float hand guard		\$1,000.00	\$1,000.00	L
Harris Bi Pod 6-9" notched legs w/LaRue Tactical LT130 QD mount		\$700.00	\$700.00	L
Leopold 10 x 50 tactical binoculars		\$800.00	\$800.00	L
AN/PVS-22 Universal Night Sight		\$17,000.00	\$17,000.00	L
Picatinny rail system for mounting AN/PVS-22		\$750.00	\$750.00	L
Protech Defender ballistic shield		\$3,360.00	\$3,360.00	L
Protech - H.I.L Intensity entry light		\$900.00	\$900.00	L
Surefire M600C scout light		\$4,423.67	\$4,423.67	L
Surefire X300 weapon light		\$2,340.00	\$2,340.00	L
TravellIR II HazMat Chemical Identifier	\$47,000.00		\$47,000.00	L
Training (SWAT Medic Level 1 & 2)	\$6,000.00		\$6,000.00	L
HAZMAT Trailer Awning	\$3,000.00		\$3,000.00	L
NRS Extreme Relief Dry Suits Item # 22511	\$9,000.00		\$9,000.00	L
NRS Carlson River Boards Item # 1870	\$1,800.00		\$1,800.00	L
NRS Workboot / Wetshoe Item #2338	\$650.00		\$650.00	L
Video Equipment	\$1,683.00		\$1,683.00	L
Parker Cases	\$720.00		\$720.00	L
Pelican Super Saber Lights Item # 2783	\$170.00		\$170.00	L
<b>Sub-totals for SHSP &amp; LETPP Respectively: =</b>	\$96,643.00	\$70,023.67	\$166,666.67	
<b>Total Allocated Funds (Enter your allocation figure here) =</b>	\$166,666.67			
<b>Total Expended Funds =</b>	\$166,666.67			
<b>Remaining Balance Available for Expenditure=</b>	\$0.00			
<b>(The "area" column refers to the Approved Projects from the Project List)</b>				
<b>For example: If you put a number "1" in the area column, that referst to #1 on the list which is "Improve Communications Interoperability. Click on the "Sheet 2" tab Below to open the Homeland Security Grant Approved List</b>				



AREA	Description											
1	Improve Communications Interoperability											
2	Enhancing State, Regional, & Local Emergency Planning											
3	Community Preparedness & Emergency Public Information & Warning											
4	Enhance Border Security Program											
5	Protecting Critical Infrastructure											
6	Reduce Vulnerability Threats to Agriculture/Animals & Enhance Emergency Response											
7	On-Site Incident Management Capabilities											
8	CBRNE Detection, WMD, HAZMAT Response & Decontamination											
9	Enhancing State, Regional, & Local Emergency Operations Centers											
10	Public Safety & Security Response											
11	Intelligence & Information Sharing and Dissemination											
12	Strengthen Medical Surge & Mass Prophylaxis											

**December 11, 2008**  
**Consent Agenda Item No. 2g**  
**Purchase of one (1) Pierce Velocity Custom Fire Engine**

**To:** Glenn Brown, City Manager

**From:** R.B. Alley, Fire Chief

**Agenda Caption:** Presentation, possible action and discussion regarding the purchase of One (1) Pierce Velocity Custom Pumper from Martin Apparatus, INC through The Local Government Purchasing Cooperative (BuyBoard) for a total price of \$519,071.00.

**Recommendation(s):** Staff recommends award the purchase of one (1) Pierce Velocity Custom Pumper from Martin Apparatus, INC through The Local Government Purchasing Cooperative (BuyBoard) for a total price of \$519,071.00.

**Summary:** The Fire Department formed a Committee in the summer of 2008 with representation from all shifts. The committee solicited proposals from the following four manufacturers: Crimson Fire Apparatus, E-One Fire Apparatus, Ferrara Fire Apparatus and Pierce Fire Apparatus. The vendors presented their proposals to the committee in October of 2008. The committee reviewed and compared the proposals in Early November and recommended the purchase of the one (1) Fire Engine to be delivered from the Texas Dealer for Pierce Apparatus, Martin Apparatus, INC. Purchasing this equipment through The Local Government Purchasing Cooperative (BuyBoard) satisfies our competitive bidding requirements. The Fire Engine is a replacement vehicle that was approved in the 2006-2007 fleet replacement budget, the original Pumper was ordered from American LaFrance Fire Apparatus in 2007, but the order was canceled as a result of American LaFrance filing bankruptcy.

An additional Fire Pumper and Fire Tanker will be purchased at the same time. These were approved by City Council in the FY 2009 Fleet replacement budget. The purchase of the three pieces of Fire Apparatus will allow us to purchase them at a reduced cost which will result in approximately \$50,000 savings.

**Budget & Financial Summary:** Funds are available in the Equipment Replacement Fund and will be included in Budget Amendment No. 1.

**Attachments:**

Proposal letter

Specifications for pumper are on file in City Secretary's office

# MARTIN APPARATUS, INC.

3500 Shelby Lane  
Denton, TX 76207



November 21, 2008

College Station Fire Department  
1101 Texas Ave.  
College Station, TX 77842-0960

Re: UPDATED Proposal for Two (2) new Pierce Velocity Custom Pumpers

Martin Apparatus Inc. is pleased to provide the following updated proposal for two (2) Pierce Velocity Custom Pumpers. The enclosed HGAC (Houston Galveston Area Council) and/or BUYBOARD proposal pricing is based on the accompanying proposal specifications, which are tailored to meet your needs. The proposal pricing includes the delivery cost from Appleton, Wisconsin. This proposal includes the fees associated with either a HGAC or a BUYBOARD purchase. Travel expenses for your personnel to travel to our factory are not included in this proposal. Delivery time for the proposed unit will be within **7 to 8 months** from the date of order which will be the date that a Purchase Order and pre-payment, (if this option is taken) is received by Martin Apparatus Inc. This pricing is valid for **30** days from the above date. Payment is due to Martin Apparatus Inc. upon acceptance of the apparatus at the factory. Payment must be remitted to:

*Martin Apparatus Inc.,  
P.O. Box 974615  
Dallas, TX 75397-4615*

Any changes to the original specification will be invoiced or credited as a separate transaction from the original proposal. A late fee of .033% per day will be charged for overdue payments for the first 30 days and a fee of .044% per day thereafter.

**Two (2) new Pierce Velocity Custom Pumpers**  
**\$ 519,071.00 each**

*Prepayment discounts are available!*

Sincerely,

A handwritten signature in black ink, appearing to read "Allen Huelsebusch".

**Allen Huelsebusch**

877-234-3473 - Home Office Toll Free  
800-784-6806 - Houston Office Toll Free  
ahuelsebusch@martinapparatus.com - email

979-277-2834 - Cell Phone  
281-442-6806 - Houston Office  
979-836-7436 - Fax

# MARTIN APPARATUS, INC.

3500 Shelby Lane  
Denton, TX 76207



College Station Fire Department  
1101 Texas Ave.  
College Station, TX 77842-0960

November 21, 2008

Re: Updated Proposal for One (1) new Pierce / Peterbilt 340 - 3000 gallon Pumper/Tanker

Martin Apparatus Inc. is pleased to provide the following updated proposal for one (1) Pierce / Peterbilt 340 - 3000 gallon Pumper/Tanker. The enclosed HGAC (Houston Galveston Area Council) and/or BUYBOARD proposal pricing is based on the accompanying proposal specifications, which are tailored to meet your needs. **Note: This apparatus is based on the current NFPA 1901 – 2004 standards which are in place until January 1, 2009. (There are some uncertainties with the new 2009 standards in relationship to the proposed commercial chassis and the availability of electronic vehicle stabilization.)** The proposal pricing includes the delivery cost from Appleton, Wisconsin. This proposal includes the fees associated with either a HGAC or a BUYBOARD purchase. Travel expenses for your personnel to travel to our factory are not included in this proposal. Delivery time for the proposed unit will be within **7 to 8 months** from the date of order which will be the date that a Purchase Order and pre-payment, (if this option is taken) is received by Martin Apparatus Inc. This pricing is valid for **30** days from the above date. Payment is due to Martin Apparatus Inc. upon acceptance of the apparatus at the factory. Payment must be remitted to:

*Martin Apparatus Inc.,  
P.O. Box 974615  
Dallas, TX 75397-4615*

Any changes to the original specification will be invoiced or credited as a separate transaction from the original proposal. A late fee of .033% per day will be charged for overdue payments for the first 30 days and a fee of .044% per day thereafter.

**One (1) new Pierce / Peterbilt 340 - 3000 gallon Pumper/Tanker**  
**\$ 267,381.00**

*Prepayment discounts are available!*

***This proposal price is only applicable if our company is awarded the contract for both the two (2) proposed pumpers and this tanker!***

Sincerely,

A handwritten signature in black ink, appearing to read "Allen Huelsebusch".

**Allen Huelsebusch**

877-234-3473 - Home Office Toll Free  
800-784-6806 - Houston Office Toll Free  
ahuelsebusch@martinapparatus.com - email

979-277-2834 - Cell Phone  
281-442-6806 - Houston Office  
979-836-7436 - Fax

**December 11, 2008**  
**Consent Agenda Item No. 2h**  
**BVSWMA CSC Rock Prairie Road Landfill Testing and Inspecting Contract**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion 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 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 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. Contract # 09-028

**Cities of College Station and Bryan, Texas**

**SHORT FORM PROFESSIONAL SERVICES CONTRACT**  
(Groundwater Monitoring Services – Rock Prairie Road Landfill)

This Contract dated \_\_\_\_\_, is between the **City of College Station**, a Texas Municipal Home-Rule Corporation and the **City of Bryan**, a Texas home-rule municipal corporation (the “Cities”) and **CSC Engineering & Environmental Consultants, Inc.** a Texas corporation (the “Contractor”), whereby the Contractor agrees to provide the Cities with certain professional services as described herein and the Cities agree to pay for those services.

**ARTICLE I**  
**Scope of Services**

1.01 In consideration of the compensation stated in paragraph 2.01 herein below, the Contractor agrees to provide the Cities with the professional services as described in **Exhibit “A”**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: Groundwater Monitoring Services at the Rock Prairie Road Landfill (the “Project”).

**ARTICLE II**  
**Payment**

2.01 In consideration of the Contractor’s provision of the professional services in compliance with all terms and conditions of this Contract, the Cities shall pay the Contractor according to the terms set forth in **Exhibit “B.”** Except in the event of a duly authorized change order, approved by the Cities as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed **Fifty Eight Thousand and no/100 Dollars (\$58,000.00).**

**ARTICLE III**  
**Time of Performance**

3.01 The Contractor shall complete work on all the professional services by the dates set forth below in Exhibit “A”, Scope of Services.

3.02 **Time is of the essence of this Contract.** The Contractor shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

**ARTICLE IV**  
**Testing & Inspection**

4.01 The Contractor shall perform all standardized tests in the manner and method as specified in the Scope of Services and in coordination with the Cities' Project Manager and the Cities' Project Inspectors.

4.02 When directed by Cities' Staff, the Contractor shall conduct such investigations, inspections and observations as are required to insure that, in the Contractor's best judgment, the work is in accordance with the Project requirements.

4.03 The Contractor shall report all test results and observation findings to the Cities in a timely manner and not more than three (3) working days.

4.04 The Contractor and his designees shall be made available to conduct such tests and observations as are required on four (4) hours verbal notice. In all cases, every attempt will be made by the Cities to allow at least twenty-four (24) hours of notice of the need for services.

4.05 As an experienced and qualified design professional, the Contractor shall make visits to the site to inspect the progress and quality of the specified work of the construction contractor and his subcontractors and to determine if such work is proceeding in accordance with the contract documents.

4.06 The Contractor shall keep the Cities informed of the progress and quality of the work. The Contractor shall exercise the utmost care and diligence in discovering and promptly reporting to the Cities any defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.

4.07 The Contractor shall determine the acceptability of substitute materials and equipment that may be proposed by any construction contractors or subcontractors

**ARTICLE V**  
**Change Orders & Documents & Materials**

5.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Cities. The Contractor shall not execute change orders on behalf of the Cities or otherwise alter the financial scope of the Project.

5.02 Written change orders may be approved by both of the Cities' Managers provided that the change order does not increase the amount set forth in paragraph two of this Contract by more than **\$25,000.00**. Changes in excess of this amount must be approved by the governing bodies of both Cities prior to commencement of the services or work. **Any request by the Contractor for**

**an increase in the Scope of Services and an increase in the amount listed in Article II of this Contract shall be made and approved by the Cities prior to the Contractor providing such services or the right to payment for such additional services shall be waived.**

5.03 The Contractor shall furnish to each of the Cities (2) sets of testing and/or observation reports and/or two (2) sets of plans and specifications. It is hereby agreed that additional copies of any of the foregoing shall be provided to the Cities at the Cities' expense. It is agreed that the foregoing documentation and the Contractor's other work product information in the Contractor's possession concerning the Project shall be the property of the Cities of College Station and Bryan from the time of preparation.

## **ARTICLE VI Warranty, Indemnification, & Release**

6.01 As an experienced and qualified design professional, the Contractor warrants that the information provided by the Contractor reflects high professional and industry standards, procedures, and performances. The Contractor warrants the performance of services under this Contract, pursuant to a high standard of performance in the profession. The Contractor warrants that the Contractor will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval by the Cities shall not constitute, or be deemed, a release of the responsibility and liability of the Contractor, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their tests, observations and reports, nor shall the Cities approval be deemed to be the assumption of responsibility by the Cities for any defect or error in the aforesaid documents prepared by the Contractor, its employees, associates, agents, or subcontractors.

6.02 The Contractor shall promptly correct any defective designs or specifications furnished by the Contractor at no cost to the Cities. The Cities' approval, acceptance, use of, or payment for, all or any part of the Contractor's services hereunder or of the Project itself shall in no way alter the Contractor's obligations or the Cities' rights hereunder.

6.03 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the Cities. The Contractor and its employees are not the agents, servants, or employees of the Cities. As an independent contractor, the Contractor shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the Cities, the Contractor shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Contractor shall have ultimate control over the execution of the professional services. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the Cities shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors.

6.04 The Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the Cities shall not be liable or responsible for the negligence of the Contractor, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

**6.05 Indemnity.** The Contractor agrees to indemnify, defend, and hold harmless the Cities, their officers, employees, and agents (separately and collectively referred to in this paragraph as "Indemnitee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnitee, and liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person, including but not limited to Contractor, any of its subcontractors of any tier, or of any employee or invitee of Contractor or of any such subcontractors, that is caused by, arises out of, related to, or in connection with, any work or operations performed by Contractor or by any such subcontractors of any tier, under this Contract. This indemnity shall apply even though such damage, loss, injury, sickness, or death is caused in whole or in part by any defect in or condition of any area, facilities, equipment, tools, or other items that may be provided by Indemnitee, whether or not such defect or condition was known to Indemnitee. This indemnity shall apply regardless of whether or not any such damage, loss, injury, sickness, or death is contributed to by the negligence or fault of Indemnitee. However, in the event of such contributory negligence or other fault of Indemnitee, then Indemnitee shall not be indemnified hereunder in the proportion that the Indemnitee's negligence or other fault caused any such damage, loss, injury, sickness, or death. Both the Cities and the Contractor expressly intend that the indemnity provided hereunder is indemnity by the Contractor to indemnify and protect the Cities from the consequences of Indemnitee's own negligence while the Cities is participating in the Project, except that the Contractor will indemnify Indemnitee only for that pro rata portion (based on the percent of negligence) of any such damage, loss, injury, sickness, or death that was not caused by the negligence of Indemnitee. Furthermore, the indemnity provided for in this paragraph shall have no application to any damages, loss, injury, sickness, or death resulting from the sole negligence of Indemnitee, unmixed with the fault of any other person or entity.

**6.06 Release.** The Contractor releases, relinquishes, and discharges the Cities, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Contractor or its employees and any loss of or damage to any property of the Contractor or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Contractor's work to be performed hereunder. Both the Cities and the Contractor expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in

the event of injury, sickness, death, loss, or damage suffered by the Contractor or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the Cities, any other party released hereunder, the Contractor, or any third party.

**ARTICLE VII**  
**Insurance**

7.01 The Contractor agrees to maintain the types and amounts of insurance required in this Contract throughout the term of the Contract per Exhibit C.

**ARTICLE VIII**  
**Miscellaneous Terms**

8.01 At any time, the Cities may terminate the Project for convenience. At such time, the Cities shall notify the Contractor, who shall cease work immediately. The Contractor shall be compensated for the services performed.

8.02 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

8.03 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

The City of College Station  
Attn: Pete Caler, BVSWMA Executive Director  
P.O. Box 9960  
College Station, Texas 77842  
(979)764-3878

and

City of Bryan, Texas  
Attn: Linda Huff, Public Works Director  
P.O. Box 1000,  
Bryan Texas 77805

The Contractor:  
CSC Engineering & Environmental Consultants, Inc.  
Attn: William Cullen, P.E.  
3407 Tabor Road

Bryan, Texas 77840  
(979)778-2810

8.04 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

8.05 This Contract represents the entire and integrated agreement between the Cities and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

8.06 This Contract and all rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of the Cities.

8.07 The Contractor, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the Cities of College Station, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Contractor must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

8.08 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

**[CSC Engineering & Environmental Consultants, Inc] CITY OF COLLEGE STATION**

By: WR Cullen  
Printed Name: WR CULLEN  
Title: PRESIDENT  
Date: 12/4/2008

By: \_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Secretary-City of College Station

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

APPROVED:

\_\_\_\_\_  
City Manager -City of College Station

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

*Carla A Robinson*

\_\_\_\_\_  
City Attorney -City of College Station

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

\_\_\_\_\_  
Chief Financial Officer-City of College  
Station

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

CITY OF BRYAN, TEXAS

\_\_\_\_\_  
Mayor of the City of Bryan, Texas

ATTEST:

\_\_\_\_\_  
City Secretary- City of Bryan

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

APPROVED:

\_\_\_\_\_  
City Manager-City of Bryan

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

\_\_\_\_\_  
City Attorney -City of Bryan

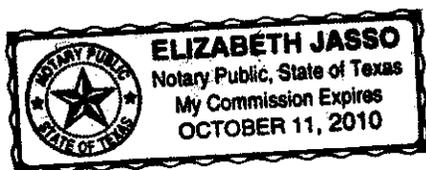
Date: \_\_\_\_\_

STATE OF TEXAS )

ACKNOWLEDGMENT

COUNTY OF BRAZOS )

This instrument was acknowledged before me on the 04 day of December, 2008, by WR Cullen in his/her capacity as President of CSC Eng & Env. Cons. Inc, a Texas Corporation, on behalf of said corporation.



Elizabeth Jasso  
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 \_\_\_\_\_, 20\_\_\_\_, 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

**Exhibit A**  
**Scope of Services**

**Groundwater Detection/Assessment Monitoring**

***Groundwater Purging & Sampling***

The proposed scope of services will entail continuing the detection/assessment monitoring (as applicable) of the fourteen (14) existing groundwater monitor wells at the RPRLF. The activities associated with each monitoring event will be conducted in accordance with the facility's Groundwater Sampling and Analysis Plan (GWSAP). The proposed Detection/Assessment Monitoring Events for the will be conducted in October 2008 and April 2009. Each monitoring event will include purging, sampling, and collecting of field data for each well. Each groundwater monitoring event will include the performance of detection monitoring for MW-1, MW-5, MW-6R, MW-9, MW-11, MW-12, MW-13, MW-14, MW-15, and MW-16; and also assessment monitoring for MW-4, MW-7, MW-8R, and MW-10. Samples will be collected, packaged, and delivered to an independent third-party laboratory for analysis of detection/assessment monitoring constituents as stated in the GWSAP.

Laboratory quality assurance/quality control (QA/QC) protocols have been developed to meet the procedural requirements described in the latest edition of SW-846. Reagent blanks, method blanks, spike blanks, duplicate spike blanks, and other laboratory procedures will be followed as part of the QC procedures. Trip blanks, field blanks, and field duplicates will also be incorporated into the sampling scheme in accordance with the GWSAP.

***Data Analysis and Report Preparation***

Task I will also entail the reporting and statistical evaluation of the groundwater analysis in accordance with the GWSAP and the Texas Commission on Environmental Quality (TCEQ) Municipal Solid Waste Management regulations in 30 TAC 330.233(f) and (g). Results of the analyses of groundwater samples and the TCEQ-0312 form will be completed and submitted to BSWMA in the groundwater monitoring report. The report and TCEQ-0312 forms will be submitted to the TCEQ within 45 days of the sampling event in accordance with the GWSAP. In addition, the results of each groundwater monitoring event will also be submitted, to the TCEQ, in electronic format as required by the Municipal Solid Waste (MSW) Permits Section of the TCEQ.

Measures will be taken to transform data to a normal distribution, adjust for seasonality, and adjust for censored data, etc., during the statistical evaluation. The results of the statistical evaluation of the groundwater data will be submitted to BSWMA in the statistical evaluation report. The report will also be submitted to the TCEQ within 90 days of the sampling event.

We anticipate that BSWMA will review and sign the appropriate pages of each report. CSC will forward the original report and one copy to the TCEQ in Austin, and one copy directly to the TCEQ Regional Office (Region 9, Waco).

It should be noted that the aforementioned schedule of submittals will likely be modified once the TCEQ has approved the revised GWSAP (currently under review by the TCEQ). Specifically, future submittals will be made on an annual basis rather than the current semi-annual basis requirement.

**Exhibit B**  
**Payment Terms**

Compensation is based on *actual* hours of work/time devoted to providing the described professional services. The Contractor will be paid at a rate of at the rates per service or employee shown below. The City will reimburse the Contractor for *actual*, non-salary expenses at the rates set forth below. Unless amended by a validly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in Article II of this Contract (\$58,000.00).

The Contractor must submit *monthly* invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

**Project Cost Estimate and Schedule**

A cost breakdown for these activities is presented in Table 1. The costs listed in Table 1 represent an estimate of the labor, equipment, and direct expenses, including subcontract analytical charges, for the scheduled monitoring events and reporting requirements. Based on the aforementioned scope of services, the total project cost for all monitoring events will not exceed \$58,000. All charges for the project will be incurred on a time-and-materials basis in accordance with the schedule provided in Appendix A and B. *It should be noted that BVSWMA will be invoiced only for those work units actually performed in association with the referenced monitoring tasks.*

Table 1. Summary of Estimated Costs to Perform Environmental Support Services – Fiscal 2009 (Rock Prairie Road Landfill)

Description	Date	Cost (\$)
Detection/Assessment Monitoring During October 2008 (Task I)	October 2008	\$29,000
Detection/Assessment Monitoring During April 2009 (Task I)	April 2009	\$29,000
	<b>Total</b>	<b>\$58,000</b>

## APPENDIX A

### FEE SCHEDULE OF LABOR RATES FOR PROFESSIONAL, TECHNICAL, AND SUPPORT PERSONNEL

Professional, technical, and support staff utilized for sample analyses, evaluations, studies, project planning, coordination, consultation and report preparation, and other required Client services, are billed by personnel charged directly to the project at the rate indicated below:

<u>Job Category</u>	<u>Hourly Fee</u>
Senior Scientist/Engineer II	95
Senior Scientist/Engineer I	85
Project Scientist/Engineer II	75
Project Scientist/Engineer I	65
Staff Scientist/Engineer II	55
Staff Scientist/Engineer I	45
Project Technician	40
Technical Drafting	40
Staff Technician	40
Production	40

**All salary schedules may be, with thirty (30) days written notice to Client, supplemented and revised from time to time to allow Consultant to attract and retain competent personnel for the performance of the work.**

**APPENDIX B**

**OFFICE EXPENSES**

In addition to any other fee schedules or cost schedules appended to the Contract, the following services are reimbursable at the rate shown:

<b><u>Expense Item</u></b>	<b><u>Rate (\$)</u></b>
<b>I. Reproduction and Photography:</b>	
a. Photocopy cost (per 8 1/2" by 11" page)	.10
b. Photocopy (per 24" by 36" D-size drawing]	1.55
c. Document covers (each)	3.00
d. Binding—cost	
e. Outside reproduction work—cost plus 15%	
f. Special forms, printing, special engineering services, model supplies—cost plus 15%	
g. Photography—cost plus 15%	
<b>II. Graphics and Reproduction Expenses:</b>	
a. Labor plus per plot charge (first plot only):	
1. 8 1/2" x 11" print/plot	5.00
2. 11" x 17" print/plot	10.00
3. 24" x 36" print/plot	15.00
4. 36" x 48" print/plot	20.00
5. Duplicate print/plots	1.00
<b>III. Business Travel Expense:</b>	
Business travel expenses for salaried employees assigned to the project will be in accordance with generally acceptable travel and expense items. Mileage for used of personal vehicles will be invoiced at a rate of \$0.69 per mile. Expenses for other travel expenses, such rental cars, room and board, etc., will be invoiced at cost plus 15%.	
<b>IV. Communications and Shipping:</b>	
a. Telephone (long distance conference calls)—cost plus 15%	
b. Express charges and shipping charges—cost plus 15%	

This rate schedule may be, with thirty (30) days written notice to Client, revised in accordance with any and all changes in Federal/State/Local laws, ordinances, and policies, as well as changes in local labor requirements reflecting the ability of Consultant and its subcontractors, if any, to attract and maintain the necessary work force.

Contract No. 09-028

## Exhibit C

### Certificate(s) of Insurance

#### Insurance Requirements

1. The Contractor agrees to maintain the types and amounts of insurance required in this Contract throughout the term of the Contract. The following insurance policies shall be required:

- (a) Commercial General Liability
- (b) Business Automobile Liability
- (c) Workers' Compensation
- (d) Professional Liability

2. For each of these policies, the Contractor's insurance coverage shall be primary insurance with respect to the Cities, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Cities, its officials, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. Certificates of insurance and endorsements shall be furnished to and approved by the Risk Managers of the Cities *before* any letter of authorization to commence planning will issue or any work on the Project commences. No term or provision of the indemnification provided by the Contractor to the Cities pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. **All Certificates of Insurance and endorsements shall be furnished to the Representatives of the Cities at the time of execution of this Agreement, attached hereto as Exhibit "D", and approved by the Cities *before* work commences.**

3. The Contractor shall include all subcontractors as additional insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4. General Requirements Applicable to All Policies.

- (a) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the certificate of insurance and are acceptable only on a "per occurrence" basis for property damage only.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given each of the Cities of College Station and Bryan by certified mail, return receipt requested.
- (e) Upon request, certified copies of all insurance policies shall be furnished to the Cities.
- (f) The certificates of insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties: (a) that the insurance company is licensed and admitted to do business in the State of Texas; (b) that the insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO; (c) all endorsements and coverages according to the requirements of this Contract; (d) the form of notice of cancellation, termination, or change in coverage provisions; and (e) original endorsements affecting coverage required by this Contract.
- (g) The Cities, their officials, employees, and volunteers are to be added as "Additional Insureds" to

Contract No. 09-028

the Commercial General Liability and Business Automobile Liability Policies. The coverage shall contain no special limitations on the scope of protection afforded to the Cities, their officials, employees, and volunteers.

5. **Commercial (General) Liability requirements:**

- (a) Coverage shall be written by a carrier with an "A+:VIII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
- (c) Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- (d) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (e) The coverage shall include but not be limited to: premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, "Explosion Collapse and Underground" coverage.
- (f) The Cities shall be named as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non contributory.

6. **Business Automobile Liability requirements:**

- (a) Coverage shall be written by a carrier with an "A+:VIII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

7. **Workers' Compensation Insurance requirements:**

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, **all employees of the Contractor, the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's, or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.**
- (b) The worker's compensation insurance shall include the following terms:
  - (i) Employer's Liability limits of \$1,000,000 for each accident is required.
  - (ii) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy and shall waive all rights of subrogation against Cities, their officials, employees, and volunteers.
  - (iii) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- (c) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid

Contract No. 09-028

specifications, this Agreement, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

Contract No. 09-028

*pmc\c\documents and settings\pcaler.cstx\my documents\bvswma\november 2008 council items\bvswma csc gw monitoring  
rprlf\compared document for rprlf gw monitoring contract.docx  
12/3/08*

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the

Contract No. 09-028

*governmental entity.*

8. **Professional Liability** requirements:

- (a) Coverage shall be written by a carrier with an "A+:VIII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$10,000.00.
- (c) Coverage must have an **Extended Reporting Period Endorsement** to be maintained for two (2) years after the expiration of the term or termination of this Contract.

Contract No. 09-028

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

EMS  
U022      DATE  
12-05-2008

**PRODUCER**  
MCQUEARY HENRY BOWLES TROY/PHS  
464042 P: (866) 467-8730 F: (877) 905-0457  
PO BOX 33015  
SAN ANTONIO TX 78265

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
CSC ENGINEERING & ENVIRONMENTAL  
CONSULTANTS, INC.  
3407 TABOR RD.  
BRYAN TX 77808

INSURER A: Hartford Lloyd's Ins Co  
INSURER B: Hartford Underwriters Ins Co  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b>	46 SBA BC7237	03/12/08	03/12/09	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
	<input checked="" type="checkbox"/> General Liab				PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$2,000,000
	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
A	<b>EXCESS LIABILITY</b>	46 SBA BC7237	03/12/08	03/12/09	EACH OCCURRENCE	\$4,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$4,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$10,000					\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	46 WEC GG7540	03/12/08	03/12/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
	E.L. EACH ACCIDENT				\$1,000,000	
	E.L. DISEASE - EA EMPLOYEE				\$1,000,000	
	<b>OTHER</b>				E.L. DISEASE - POLICY LIMIT	\$1,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

The City of College Station and the City of Bryan, Their officials, employees and volunteers are listed as additional insured, with a waiver of subrogation.

CERTIFICATE HOLDER  ADDITIONAL INSURED; INSURER LETTER: **A** CANCELLATION

City of College Station  
City of Bryan  
P O Box 9960  
1101 TEXAS AVE S  
COLLEGE STATION, TX, 77840

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

MCQUEARY HENRY BOWLES TROY/PHS  
PO BOX 33015  
SAN ANTONIO TX, 78265

City of College Station  
City of Bryan  
P O Box 9960  
1101 TEXAS AVE S  
COLLEGE STATION, TX, 77840

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# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID GY  
CSCEN-1

DATE (MM/DD/YYYY)  
09/23/08

**PRODUCER**  
  
Anco Insurance B/CS  
P. O. Box 3889  
Bryan TX 77805  
Phone: 979-776-2626 Fax: 979-774-5372

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURED**  
  
CSC Engineering & Environmental Consultants, Inc.  
3407 Tabor Rd.  
Bryan TX 77808

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: <b>Landmark American</b>	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	.\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
<b>A</b>		<b>Professional Liab.</b>	<b>LHR716894</b>	<b>03/26/08</b>	<b>03/26/09</b>	<b>Per Claim</b>	<b>100000</b>
						<b>Aggregate</b>	<b>200000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

## CANCELLATION

**CITYBBR**  
  
City of Bryan  
Attn: Engineering Dept.  
P.O. Box 1000  
Bryan TX 77805

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*Don Smith*

## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID GY  
CSCEN-1

DATE (MM/DD/YYYY)  
08/26/08

<b>PRODUCER</b>  Anco Insurance B/CS P. O. Box 3889 Bryan TX 77805 Phone: 979-776-2626 Fax: 979-774-5372	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>  CSC Engineering & Environmental Consultants, Inc. 3407 Tabor Rd. Bryan TX 77808	INSURER A: <b>Landmark American</b>	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

## COVERAGES

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INSR ADD'L LTR	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COM/POP AGG	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		OTHER <b>Professional Liab.</b>	LHR709195	03/26/07	03/26/08	Per Claim	100000
						Aggregate	100000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b>  City of College Station Legal dept. Attention: Lisa Hughes 1101 Texas Avenue College Station TX 77840	CITYCO4	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE 
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## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**December 11, 2008**  
**Consent Agenda Item No. 2i**  
**BVSWMA HDR Twin Oaks Landfill Design, Permitting and Construction**  
**Management Contract**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion approving professional services contract #09-031, with HDR Engineering, Inc in an amount not to exceed \$1,294,800.00 for Twin Oaks Landfill additional design/permitting, bidding and construction phase services.

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

**Summary:** This 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 and management 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. Contract #09-031

**December 11, 2008**  
**Consent Agenda Item No. 2j**  
**Annual Price Agreement for Auto and Truck Tires**

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

**Agenda Caption:** Presentation, possible action, and discussion on approving annual tire purchases from Pilger's Tire & Auto Center through the State of Texas (TXMAS) Tire Contract in the amount of \$135,000.00.

**Recommendation(s):** Staff recommends approval to purchase auto and truck tires from Pilger's Tire & Auto Center through the Texas Multiple Awards Schedule (TXMAS) Contract (#TXMAS-7-26120-40). The estimated annual expenditure of \$135,000.00 is based on the average amount spent on auto and truck tires since February 2008 and the anticipated needs for new vehicles being added to inventory this fiscal year.

**Summary:** Pilger's Tire & Auto Center is the local (College Station, TX) TXMAS contract dealer for auto and truck tires. TXMAS contracts are developed from contracts that have been competitively bid and awarded by the federal government or any other governmental entity of any state. The contracts offer access to multiple vendors providing commodities and services at the most favored customer prices. Texas Government Code §2155.504, *Use of Schedule by Government Entities*, states that a State agency or local government may purchase goods or services directly from a vendor under a contract listed on a schedule developed under this subchapter. A purchase authorized by this section satisfies any requirement of State law relating to competitive bids or proposals. This agreement is for a one-year term beginning February 1, 2009 and terminating January 31, 2010.

**Budget & Financial Summary:** Funds are available and budgeted in the Fleet Maintenance fund which is funded by all other departments.

**Attachments:**  
Summary of TXMAS Contract #7-261020-40



**PILGER'S TIRE & AUTO CENTER**  
**Contract [TXMAS-7-261020-40](#)**

Dealer for:

**BRIDGESTONE FIRESTONE N.A. TIRE, LLC**

**[On-Line Catalog/Order Processing](#)**

**TIRES, PNEUMATIC (NEW), FOR PASSENGER, LIGHT TRUCK, MEDIUM TRUCK, AND BUS, AND RETREAD SERVICES**

Corporate Office:  
 BRIDGESTONE FIRESTONE N.A.  
 TIRE, LLC  
 535 MARRIOTT DRIVE  
 NASHVILLE TN 37214  
 USA

Send PO to:  
 PILGER'S TIRE & AUTO CENTER  
 400 E. UNIVERSITY DRIVE  
 COLLEGE STATION TX 77840  
 USA  
 Vendor ID: 17418726752

Invoice From:  
 PILGER'S TIRE & AUTO CENTER  
 400 E. UNIVERSITY DRIVE  
 COLLEGE STATION TX 77840  
 USA  
 Vendor ID:

Delivery: 30 DAYS ARO  
 FOB Point: DESTINATION  
 Terms: NET 30 DAYS  
 Remit To: PILGER'S TIRE & AUTO CENTER  
 400 E. UNIVERSITY DRIVE  
 COLLEGE STATION TX 77840  
 USA  
 Vendor ID:  
 Vendor ID: 17418726752  
 Business Type: Small  
 DUNS #:  
 Effective: 1/19/2007  
 Expires: 12/20/2011

**CONTACT: WILLIE HESS**  
 Phone 979-696-1729  
[WILLIE@PILGERSTIRE.COM](mailto:WILLIE@PILGERSTIRE.COM)

**Effective Date:** This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 1/19/2007 through 12/20/2011 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-30F-0009T.

**Placement of Orders:** Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

**Order Limitation:**

Minimum Order: 1 TIRE

Maximum Order: N/A

**Approved Products/Services:** Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

**State Contracts:** All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

**Payment Due Date:** Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

**Special Note:** The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

**December 11, 2008**  
**Consent Agenda Item No. 2k**  
**Budget Approval and Funding Agreement with the Memorial for all Veterans of the Brazos Valley**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Presentation, discussion and possible action on approving the budget of the Memorial for all Veterans of the Brazos Valley; and presentation, discussion and possible action on a funding agreement between the City of College Station and the Memorial for all Veterans of the Brazos Valley for FY09 in the amount of \$100,000.

**Recommendation(s):** Staff recommends approval of the Memorial for all Veterans of the Brazos Valley budget and the funding agreement for FY09.

**Summary:** As part of the 2009 budget process the City Council approved funding for the Memorial for all Veterans of the Brazos Valley in the amount of \$50,000. An additional \$50,000 was budgeted and approved, but not expended, in Fiscal Year 2008. The \$50,000 from FY08 remains in the fund balance of the Hotel Tax fund and a budget amendment appropriating the additional \$50,000 will be forthcoming.

**Budget & Financial Summary:** The funds for this agreement are available in the Fiscal Year 2009 Hotel Tax Fund Budget. A total of \$100,000 is to be used for operational activities directly associated with the promotion of tourism and historic preservation in the City of College Station. State law requires that the City Council approve the budget of any organization that is to be funded through the Hotel Tax.

**Attachments:**

1. The Memorial for all Veterans of the Brazos Valley budget
2. The Memorial for all Veterans of the Brazos Valley Funding Agreement – Available in City Secretary's Office

**Brazos Valley Veterans Memorial  
 FY09 Budget  
 January through December 2009**

	<u>Jan - Dec 09</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Interest Income	3,975.00
<b>Contribution Income</b>	
Individuals	19,000.00
<b>In-Kind Services</b>	
Eagle - Advertising	24,000.00
CS Operations & Maint (CS Parks)	25,000.00
ACBV - Office	<u>25,000.00</u>
<b>Total In-Kind Services</b>	74,000.00
<b>Capital Fund</b>	
Grants - Texas Parks & Wildlife*	95,000.00
Brazos County	25,000.00
City of College Station	50,000.00
City of Bryan	<u>25,000.00</u>
<b>Total Capital Fund</b>	<u>195,000.00</u>
<b>Total Contribution Income</b>	288,000.00
Contributions - Corporate	15,000.00
Membership Dues	<u>5,000.00</u>
<b>Total Income</b>	311,975.00
<b>Expense</b>	
Advertising (Eagle)	24,000.00
Operations & Maint. (CS Parks)	25,000.00
Insurance	100.00
Printing & Reproduction	2,500.00
Engraving Expense	15,275.00
Flags	2,700.00
Computer Expenses	1,700.00
Graphic Design	3,500.00
Dedication Expense	4,030.00
Meeting expenses	3,000.00
Administrative	6,000.00
Postage and Delivery	<u>950.00</u>
<b>Total Office &amp; Administrative</b>	6,950.00
Professional Fees	2,600.00
<b>Program Expense</b>	
Capital Reserve - Pathway*	100,000.00
Pathway Development	<u>95,000.00</u>
<b>Total Program Expense</b>	195,000.00
Rent (ACBV)	25,000.00
Supplies	500.00
Telephone	<u>120.00</u>

**Brazos Valley Veterans Memorial**  
**FY09 Budget**  
January through December 2009

	<u>Jan - Dec 09</u>
Total Expense	<u>311,975.00</u>
Net Ordinary Income	<u>0.00</u>
Net Income	<u><u>0.00</u></u>

\*Due to restrictions and requirements of the Texas Parks & Wildlife Commission grant, a capital reserve account must be accrued until sufficient funds are received to begin construction. Invoices must be received and paid before the Texas grant money can be received. Funds received from CS, Bryan and Brazos County during FY2009 will be accrued accordingly.

**December 11, 2008  
Consent Agenda Item No. 21  
Agreement for Gasoline and Diesel Fuel**

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

**Agenda Caption:** Presentation, possible action, and discussion on renewing the annual agreement for gasoline and diesel fuel with Brenco Marketing Corp, Contract No. 08-069; for one year; and authorize the annual estimated expenditures with Brenco Marketing Corp. for \$1,751,000.00. This total includes the annual estimated expenditure of \$1,364,000.00 for the City of College Station and the annual estimated expenditure of \$387,000.00 for BVSWMA.

**Recommendation(s):** Recommend approval of renewal of the contract and authorize annual estimated expenditures totaling \$1,751,000.00 to Brenco Marketing Corp. The contract has firm fixed prices for profit and delivery, allowing us to pay cost (which fluctuates) plus markup. The terms and conditions of the original agreement remain unchanged for the renewal term. The annual estimated expenditures are based on an average number of gallons consumed over the past two years and the budgeted price per gallon.

**Summary:** In December of 2004, the City of Bryan solicited bids for gasoline and diesel fuel on behalf of several local agencies including City of College Station, City of Hearne, Brazos County, Bryan ISD, College Station ISD and Texas A&M University. This renewal agreement will allow the City to renew the agreement for a term of one year, December 20, 2008 through December 19, 2009. This is the fourth and final renewal term available; therefore, gasoline and diesel fuel will need to be formally re-bid next year to establish a new annual agreement. Fuel is placed in inventory and charged to multiple departments/divisions as used. Fuel is available at three locations: Public Works Fleet Operations, BVSWMA and Public Utilities Warehouse.

**Budget & Financial Summary:** Funds are available and budgeted in each fund. Expenses are charged to the appropriate fund/department as fuel is used. **As the BVSWMA portion of the gasoline and diesel expenditures is in excess of \$50,000, the BVSWMA portion of the expenditures will require the approval of the Bryan City Council.**

**Attachments:**  
Renewal Letter Acceptance

.....  
**RENEWAL ACCEPTANCE**

By signing herewith, I acknowledge and agree to renew contract #08-069, an annual price contract for diesel fuel and gasoline for the amount of \$1,751,000.00 (City of College Station: \$1,364,000.00 and BVSWMA: \$387,000.00) in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for the period beginning December 20th, 2008 through December 19th, 2009.

**BRENCO MARKETING CORP.**

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

11-18-08  
\_\_\_\_\_  
DATE

**CITY OF COLLEGE STATION**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
DATE

**ATTEST:**

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

\_\_\_\_\_  
DATE

**APPROVED:**

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

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
DATE

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

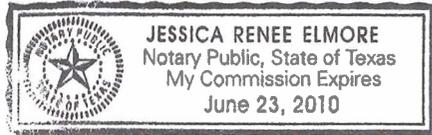
\_\_\_\_\_  
DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF Brazos

This instrument was acknowledged on the 18 day of November, 2008,  
by Donald Broach in his/her capacity as President of  
Brenco Marketing Corp., a TEXAS Corporation, on behalf of said corporation.



Jessica R. Elmore  
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 \_\_\_\_\_, 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

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December 11, 2008  
Regular Agenda Item No. 1  
Randall's University Park Rezoning

To: Glenn Brown, City Manager

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

**Agenda Caption:** Public hearing, presentation, possible action, and discussion on an ordinance rezoning 3.31 acres located at 510 Chimney Hill Drive from R-1, Single Family Residential to PDD, Planned Development.

**Recommendation(s):** The Planning and Zoning Commission voted unanimously (6-0) to recommend denial of the request. Staff recommended approval.

**Summary:** Staff used the following Review Criteria to evaluate the request:

1. **Consistency with the Comprehensive Plan:** The subject property is identified as Planned Development for townhome uses with a maximum gross density of 6 units per acre on the Comprehensive Plan. The subject rezoning is consistent with the Comprehensive Plan designation.
  
2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The property is adjacent to R-1, Single Family Residential, C-1, General Commercial, and R-2, Duplex. The property is also across the street from R-3, Townhome developed as Chimney Hill. The proposed zoning allows for a step down from the commercial center developed as the Albertsons shopping center, and is buffered by an existing 5 acre park from most of the established single-family detached residences. The proposed district is compatible with the existing zoning and conforming uses on nearby property and this tract has been identified as a Planned Development on the plats for this area since 1991. On the east side of the property, this development is closest to a large lot single-family home that is 2.7 acres, compared to the average quarter acre lots in the remaining Chimney Hill detached single-family area.

The stated purpose of the PDD is to develop townhomes. The applicant is requesting 4 modifications from townhome standards as follows:

	Proposed	UDO Requirement
Minimum lot size	1700 sq.ft.	2000 sq.ft.
Minimum front setback	5 feet	15 feet (rear parking is provided)
Minimum street side setback	5 feet	15 feet
Minimum rear setback	10 feet	20 feet

The average lot size of the townhomes on Chimney Hill is approximately 5,500 sq.ft., with setbacks of 20 feet in the front and 10 feet in the rear.

The applicant has provided 3 proposed community benefits to offset the granting of these modifications: 1 – the development of this property will increase its taxable value to the City, 2 – the development will act as a buffer between the retail and residential uses, and 3 – the development will create access to Billie Madely Park that is currently only accessible from the City of Bryan.

Additionally, Staff also identified the cluster design of the development as a community benefit. A cluster development is where over the entire site, the density is less than the maximum allowed by the Comprehensive Plan, but the lot sizes are reduced and only perimeter setbacks applied in an effort to preserve open space. This design, which would preserve the natural vegetated buffer on the east side of the property beyond the electrical easements and the open space to the west, is considered a community benefit.

3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The subject tract is just over 3 acres, adjacent to commercial and duplex development. Townhome uses would be suitable on the tract. In addition, development of the tract provides access to parkland that has been previously inaccessible.
4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property is not generally suitable for single-family detached development. The size of the tract, its adjacency to commercial and duplex development, along with the presence of overhead electric lines make the site unsuitable for detached residential development that would be in the same character as the existing detached homes in Chimney Hill.
5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property is marketable as single-family; however, with the above referenced constraints, it is unlikely to develop as such.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** As one of two vacant tracts in an area completely built out, there is adequate water, wastewater, stormwater, and transportation facilities to support the proposed use.

Currently, Arguello Drive at Chimney Hill has 250 vehicle trips per day and Arguello at Tarrow Street carries 280 vehicle trips per day. Both Chimney Hill and Arguello are classified as local streets and can safely carry up to 1,000 trips per day.

#### **CONCEPT PLAN REVIEW CRITERIA**

1. **The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area:** Staff considers the development of townhomes to be in harmony with the character of the surrounding area which includes a wide mix of uses including big box retail, small scale office, duplexes, townhomes, patio homes, and single-family detached uses. The density of this project is 5 dwelling units per acre. The existing density of the townhomes and patio homes on the east side of Chimney Hill is 6.6 dwelling units per acre. Overall, the entire Chimney Hill area has a density of 3.1 dwelling units per acre.

A number of residents have contacted Staff with questions about the rezoning. Those in objection to the request feel that the existing R-1 is the most compatible district with the surrounding area and expressed concerns that these townhomes would be built without garages, will not be comparable in lot size, and will be rental property with 4 or more cars per home. Neighbors are concerned about additional traffic and safety, as well as additional traffic accessing the park.

The applicant is showing common area along the east side of the property that will provide a small buffer between the uses, and has also stated that they will be preserving as much of the existing vegetation as possible on the west side of the property. Due to

the low height of the electrical lines, the applicant has stated that clearing in this area will be difficult.

2. **The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section:** The proposed Concept Plan conforms with the previously adopted amendment to the Comprehensive Plan for Planned Development on this tract for townhome uses not to exceed 6 dwelling units per acre. Additionally, the proposal incorporates a stepping down of land uses by intensity, and promotes the development of land within existing service areas.
3. **The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development:** The proposed concept plan shows 17 townhome lots situated in the middle of the property with common area buffering from Chimney Hill on both sides. This land use is compatible with the existing mix of housing types in the area; however, the lot sizes and the excess parking is not in the character of the surrounding Chimney Hill area.
4. **Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association:** Each lot fronts on a proposed private street that will be gated. This street connects to a public street, Arguello Drive which is being extended through this property to the park. The applicant is also providing additional parking beyond the two spaces per home required in the Unified Development Ordinance (required: 34/provided: 68)
5. **The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities:** As this project is an infill project in an established area, there is existing water and sewer capacity to meet the needs of this development without adversely impacting the neighboring residents. This development will be required to extend public infrastructure to the property to serve it.

A development of this size is not required to dedicate land, but must meet the parkland dedication requirement through fee in lieu of land dedication. The developer, at the platting stage, may choose to use the parkland fees to make improvements in the existing park.

6. **The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity:** Staff does not feel that the proposed development will be detrimental to the public health, or welfare. Further, it would not be materially injurious to surrounding properties.
7. **The development will not adversely affect the safety and convenience of vehicular bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area:** This concept plan has provided the required pedestrian access to the Billie Madely Park. There is a proposed 6-foot sidewalk that will connect to Cooner Street and provide pedestrian connection through the west side of the property. Additionally, they are providing street access on the east side of the property and connecting the existing sidewalk system to the park to address pedestrian connectivity to a park that has been inaccessible from City streets since its dedication.

The proposed development is anticipated to generate approximately 100 vehicle trips per day. This can increase the traffic on Arguello and Chimney Hill by 50%; however at a total of 380 vehicle trips per day, this is well within the capacity of the roads.

There are no bicycle routes, paths, or lanes shown on the Comprehensive Plan in this area.

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

**Attachments:**

1. Background Information
2. Draft Planning and Zoning Commission Minutes, November 20, 2008
3. Ordinance

## BACKGROUND INFORMATION

### NOTIFICATIONS

Advertised Commission Hearing Date: November 20, 2008

Advertised Council Hearing Dates: December 11, 2008

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

Chimney Hill Homeowners Association

Property owner notices mailed: 19

Contacts in support: 0

Contacts in opposition: 22

Inquiry contacts: 7

### ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Single Family Residential, Medium Density	R-1, Single Family	Park
South	Retail Regional	C-1, General Commercial	Commercial - Albertsons
East			ROW- Chimney Hill
West	Redevelopment and City of Bryan	R-1	Single-Family

### DEVELOPMENT HISTORY

**Annexation:** 1951 and 1956

**Zoning:** R-1 since annexation

**Final Plat:** 1990, replatted in 2004, Randall's University Park

**Site development:** Vacant

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

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

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

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

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

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

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED:

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

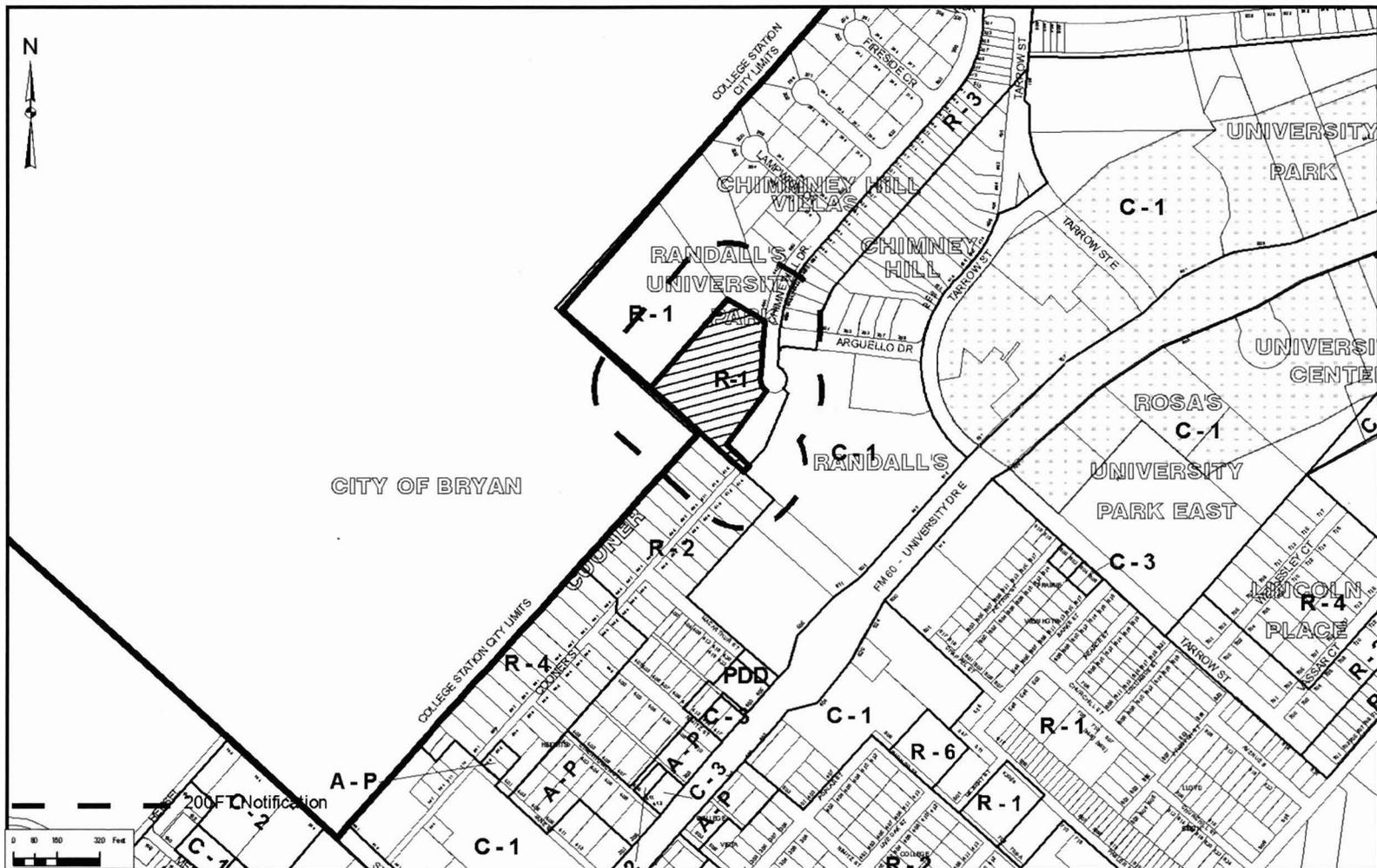
**EXHIBIT "A"**

That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from R-1, Single-Family to PDD, Planned Development:

LOT 3R-2, RANDALL'S UNIVERSITY PARK REPLAT, SHOWN GRAPHICALLY IN  
EXHIBIT "B" AND IN A CONCEPT PLAN IN EXHIBIT "C"

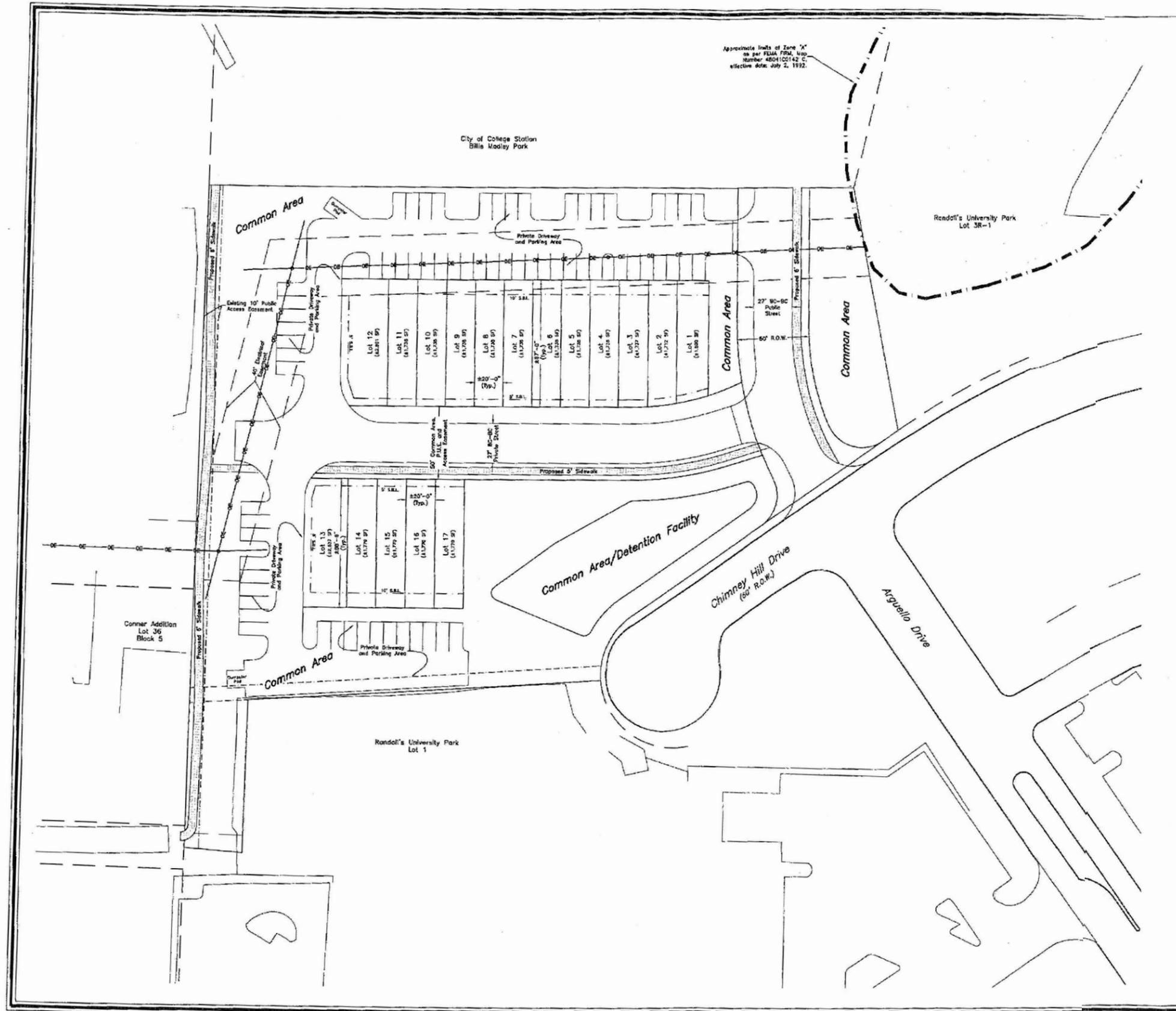
EXHIBIT "B"



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

<p>DEVELOPMENT REVIEW</p>	<p>RANDALLS UNIVERSITY PARK LOT 3R-2</p>	Case:	REZONING
			08-253

EXHIBIT "C"



Approximate limits of Zone "X"  
as per FEMA FIRM, Map  
Number 48041C0242 C,  
effective date July 2, 1992.



Vicinity Map  
Scale: N.T.S.

- Notes:
1. The layout shown is conceptual in nature and the final layout may vary from the layout shown.
  2. During the design process, elements of this concept plan may have to be changed to accommodate the City of College Station's current design standards/requirements.
  3. The buffering along the east side of the site will be accomplished with the existing vegetation, brush and trees. All efforts will be taken to preserve the existing vegetation, brush and trees along the entire perimeter of the site.
  4. The proposed development will have a maximum density of 17 DU/3.31 acres.
  5. The gross density of this project is 5.13 dwelling units per acre (i.e. 17 DU/3.31 acres).
  6. The base zoning district for this Concept Plan is R-3. Following are the requested variances from the base zoning district:
    - A. The minimum lot size shall be 1,700 square feet.
    - B. The minimum front setback shall be 5 feet.
    - C. The minimum street side setback shall be 5 feet.
    - D. The minimum rear setback shall be 10 feet.
  7. All common and private areas will be owned and maintained by a Homeowners' Association.



**CONCEPT PLAN**

**RANDALL'S UNIVERSITY PARK**  
**LOT 3R-2**  
**3.31 ACRES**

out of the  
**RICHARD CARTER LEAGUE, A-8**  
**COLLEGE STATION, BRAZOS COUNTY, TEXAS**

SUBMITTED: OCTOBER 6, 2008  
Revised: November 10, 2008

SCALE: 1" = 40'

<p><b>Applicant:</b> Tucker Beach Development, L.L.C. 1008 Woodcreek Dr., Suite 103 Wester, TX 77464 (713) 213-4847</p>	<p><b>Prepared By:</b> McCune &amp; Brown Engineering/Surveying, Inc. 1008 Woodcreek Dr., Suite 103 College Station, Texas 77845 (979) 693-3838</p>
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11  
9



**MINUTES**  
**PLANNING AND ZONING COMMISSION**  
**Regular Meeting**  
**Thursday, November 20, 2008**  
**at 7:00 p.m.**  
**City Hall Council Chambers**  
**1101 Texas Avenue**  
**College Station, Texas**

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

**COMMISSIONERS ABSENT:** Bill Davis

**CITY COUNCIL MEMBERS PRESENT:** None

**CITY STAFF PRESENT:** Senior Planner Jennifer Prochazka, Staff Planners Jason Schubert, Lauren Hovde and Matt Robinson, Graduate Civil Engineer Erika Bridges, Assistant City Engineer Josh Norton, Senior Assistant City Engineer Carol Cotter, Planning Administrator Molly Hitchcock, 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

6. Public hearing, presentation, possible action, and discussion regarding a rezoning from R-1, Single Family Residential to PDD, Planned Development District for 3.31 acres at 510 Chimney Hill Drive generally located west of the intersection of Chimney Hill Drive and Arguello Drive. **Case #08-00500253 (JP)**

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

There was general discussion regarding the rezoning.

Commissioner Bauman expressed concern about parking.

Commissioner Woodfin stated that parking is usually not provided when a park is developed.

Chairman Nichols opened the public hearing.

Eric Mach, developer, stated that there would be two gates to enter the property. He said that he had met the minimum parking requirements and that parking for the park would be on Arguello.

Commissioner Stearns asked how trees would be retained in the detention area.

Dale Brown, McClure & Brown, stated that the area is a low spot and detention is already present.

Jerome Rektorik, 437 Chimney Hill Drive, College Station, Texas; William Cunningham, 402 Chimney Hill Drive, College Station, Texas; William Hyman, 201 Lampwick Circle, College Station, Texas; Mickey Posey, 444 Chimney Hill Drive, College Station, Texas; John Hurn, 201 Fireside, College Station, Texas; Manuel Gonzalez, 205 Chimney Hill Circle, College Station, Texas; Donald Shelby, 755 Sunny Lane, Bryan, Texas; Richard Hammerness, 433 Chimney Hill Drive, College Station, Texas; Daniel Romo, 202 Fireside Circle, College Station, Texas; Donald Feltz, 204 Fireside Circle, College Station, Texas; Nancy Berry, 202 Lampwick Circle, College Station, Texas; Patrick Gendron, 205 Lampwick Circle, College Station, Texas; Michael Brown, 203 Lampwick Circle, College Station, Texas. The citizens were in opposition and expressed concern about being uninformed, traffic, and the development possibly being student housing.

Ms. Prochazka stated that the applicant had twice as many parking spaces as required.

Commissioner Stearns expressed concern about the development being student housing.

Commissioner Woodfin stated that sidewalks need to be located on Cooner and Arguello that provide connectivity to the park.

**Commissioner Stearns motioned to recommend denial. Commissioner Greer seconded the motion, motion passed (6-0).**

**Chairman Nichols recessed the meeting at 9:50 p.m.**

**Chairman Nichols reconvened the meeting at 10:00 p.m.**

**December 11, 2008**  
**Regular Agenda Item #2**  
**Park Land Dedication Ordinance Amendments**

**To:** Glenn Brown, City Manager

**From:** Marco A. Cisneros, Director, Parks and Recreation

**Agenda Caption:** Public hearing, presentation, possible action and discussion regarding consideration of an ordinance amending Chapter 9, "Subdivisions" of the City of College Station Code of Ordinances, Section 10, "Park Land Dedication".

**Recommendation(s):** The Parks and Recreation Advisory Board recommended approval (5-2) of the Park Land Dedication Ordinance Revisions as specified in the proposed ordinance at their November 18, 2008 meeting. The Planning and Zoning Commission considered this item at their December 4, 2008 meeting. The minutes from that meeting are pending. Staff also recommends approval of the proposed ordinance.

**Summary:** Ordinance 2997, the current Park Land Dedication Ordinance, was approved by the City Council on September 13, 2007. The Park Land Dedication Ordinance provides a means to acquire and develop neighborhood parks in the City and the ETJ. The funds for these park developments are generated by the development of new residential subdivisions and must be used for neighborhood park acquisition and/or development with a prescribed service area as defined by the City's approved Park Zones.

The ordinance requires a three year review period, and the City Council approved the most recent changes in September, 2007. However, both acquisition and development costs associated with park development have increased dramatically over the past few years. There are also some key policy issues to consider:

- What level of parks and recreation service will be provided for in the future?
- Who will pay for those services?
- Can community parks serve the function of neighborhood parks?
- Should the 2:1 Flood Plain Acreage ration be changed to a 3:1 ratio?

These issues were reviewed and discussed by the Joint Parks and Recreation Advisory Board and Planning & Zoning Commission Subcommittee on June 25, 2008 as well as a public hearing was held as a part of the Parks and Recreation Advisory Board meeting held on July 8, 2008. The major points of discussion at these meetings included:

- The current cost of land
- The cost of park construction
- The need for more community parks in newly developed areas
- The estimated population growth for the City in the next ten years

Staff held and attended several meetings with stakeholders to review the proposed changes to the Park Land Dedication Ordinance. Staff met with members of the Neighborhood and Homeowners Association group on October 21, 2008. Staff also met with the Bryan/College Station Homebuilders and Developers group on November 4, 2008. In each instance, the groups' interest lay in keeping the Park Land Dedication Ordinance in its current form without making any changes to it.

**Budget & Financial Summary:** Future budgetary implications are dependent upon Council direction. Any revisions to the current Park Land Dedication Ordinance will likely result in some increased funding being available for neighborhood and community parks land acquisition and/or development. These revisions however do not pay for any of the increased operations and maintenance costs associated with any of these new parks and recreation facilities. Those budget decisions would need to be made prior to the development of these new facilities.

**Attachments:**

1. Ordinance 2997
2. Proposed City of College Station Park Land Dedication Ordinance
3. June 25, 2008 Joint Parks and Recreation Advisory Board and Planning & Zoning Commission Subcommittee
4. July 8, 2008 Public Hearing and Parks and Recreation Advisory Board Minutes
5. October 20, 2008 Public Hearing and Parks and Recreation Advisory Board Minutes
6. November 18, 2008 Parks and Recreation Advisory Board Minutes
7. Park Land Dedication and Development Fees Methodology

ORDINANCE NO. 2997

AN ORDINANCE AMENDING CHAPTER 9, "SUBDIVISIONS" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING SECTION 10, "PARK LAND DEDICATION", BY INCREASING FEES, EXTENDING PARK LAND REQUIREMENTS INTO THE ETJ; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 9, "Subdivisions", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty Five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective January 1, 2008.

PASSED, ADOPTED and APPROVED this 13<sup>th</sup> day of September, 2007.

ATTEST:



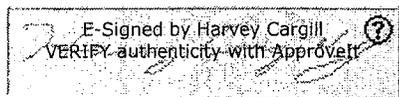
CITY SECRETARY

APPROVED:



MAYOR

APPROVED:



CITY ATTORNEY

**EXHIBIT "A"**

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

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

**SECTION 10: Requirements For Park Land Dedication****10-A Purpose**

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

It is hereby declared by the City Council that recreational areas in the form of neighborhood parks are necessary and in the public welfare, and that the only adequate procedure to provide for neighborhood parks is by integrating such a requirement into the procedure for planning and developing property or subdivisions in the City and its ETJ, whether such development consists of new construction on vacant land or rebuilding and remodeling of structures on existing residential property.

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

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

**10-B General Requirements**

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

Dedications shall cover both land acquisition and development costs for neighborhood park land for all types of residential development. Dedications shall be based on actual dwelling units for the entire development. Increases or decreases in final unit count prior to final plat will require an adjustment in fees paid or land dedicated. If the actual number of dwelling units exceeds the original estimate additional park land shall be dedicated in accordance with the requirements in this Section 10 with the filing of a final plat.

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

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

#### 1. Land Dedication

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

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

- a. Prior to the issuance of any building permits for multi-family development,
- b. Concurrently with the final plat for a single phase development,
- c. For a phased development the entire park shall be either platted concurrently with the plat of the first phase of the development or
- d. The developer may provide the City with financial security against the future dedication by providing a bond, irrevocable letter of credit, or other alternative financial guarantee such as a cash deposit in the amount equal to the number of acres park land required. The amount of the financial guarantee is calculated by multiplying the number of acres of park land required to be dedicated by \$24,000 as the estimated value of an acre of land in the proposed subdivision.

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

#### 2. Fee in Lieu of Land

The amount of the Fee-in-Lieu of Land (“Fee”) shall be set at an amount sufficient to cover the costs of the acquisition of neighborhood park land.

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

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

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

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

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

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

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

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

### 3. Park Development Fee

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

#### 4. Park Development Option in Lieu of Fee

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

- a. A park site plan, developed in cooperation with the Parks and Recreation Department staff, must be submitted to the City Manager or his designee for review. A site plan approved by the Director of Parks and Recreation and Parks and Recreation Advisory Board is required upon submission of each final plat or upon application for a building permit, whichever is applicable.
- b. Within twelve (12) months from the date of said submission or application the landowner shall submit detailed plans and specifications in compliance with the site plan to the City Manager or his designee for review and approval.
- c. All plans and specifications shall meet or exceed the Manual of Park Improvement Standards in effect at the time of the submission.
- d. If the improvements are constructed on land that has already been dedicated to and/or is owned by the City, then the Developer must post Payment and Performance Bonds to guarantee the payment to subcontractors and suppliers and to guarantee Developer completes the work in accordance with the approved plans, specifications, ordinances, other applicable laws and that City has issued a Certificate of Completion for the improvements.
- e. The construction of all improvements must be completed within two (2) years from the date of the approval of the plans and specifications. A final, one-time extension of twelve months may be granted by the Administrator upon demonstration that said improvements are at least 50% constructed.
- f. Completion and Acceptance – Park development will be considered complete and a Certificate of Completion will be issued after the following requirements are met:
  - i. Improvements have been constructed in accordance with the Approved Plans,
  - ii. All Park Land upon which the improvements have been constructed has been dedicated as required under this ordinance and
  - iii. All manufacturers' warranties have been provided for any equipment.

- g. Upon issuance of a Certificate of Completion, Landowner warrants the improvements for a period of one (1) year as per the requirements in the Manual of Park Improvements Standards.
- h. The developer shall be liable for any costs required to complete park development if:
  - i. Developer fails to complete the improvements in accordance with the Approved Plans
  - ii. Developer fails to complete any warranty work

#### 5. Reimbursement for City Acquired Park Land

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

#### 10-C Prior Dedication or Absence of Prior Dedication

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

#### 10-D Comprehensive Plan Considerations

The Recreation, Park and Open Space Master Plan is intended to provide the College Station Parks and Recreation Advisory Board with a guide upon which to base its recommendations. Because of the need to consider specific characteristics in the site selection process, the park locations indicated on the Plan are general. The actual locations, sizes, and number of parks will be determined when development occurs. The Plan will also be used to locate desirable park sites before development occurs, and those sites may be acquired by the City or received as donations.

Park Zones are established by the City's Comprehensive Plan, in the Recreation, Park and Open Space Master Plan and are configured to indicate service areas for neighborhood parks. Zone boundaries are established that follow key topographic features such as major thoroughfares, streams, city limit and ETJ boundary lines Park Zones may be created or amended by the Recreation, Park and Open Space Master Plan as dedications or circumstances dictate.

#### 10-E Special Fund; Right to Refund

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

#### 10-F Park Land Guidelines and Requirements

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

1. Any land dedicated to the city under this section must be suitable for park and recreation uses. The dedication shall be free and clear of any and all liens and encumbrances that interfere with its use for park purposes. The City Manager or his designee shall determine whether any encumbrances interfere with park use. Minerals may be reserved from the conveyance provided that there is a complete waiver of the surface use by all mineral owners and lessees. A current title report must be provided with the land dedication. The property owner shall pay all taxes or assessments owed on the property up to the date of acceptance of the dedication by the City. A tax certificate from the Brazos County Tax Assessor shall be submitted with the dedication or plat.
2. Consideration will be given to land that is in the floodplain or may be considered "floodable" even though not in a federally regulated floodplain as long as, due to its elevation, it is suitable for park improvements. Sites should not be severely sloping or have unusual topography which would render the land unusable for organized recreational activities.
3. Land in floodplains or designated greenways will be considered on a two for one basis. Two acres of floodplain or greenway will be equal to one acre of park land
4. Where feasible, park sites should be located adjacent to greenways and/or schools in order to encourage both shared facilities and the potential co-development of new sites.
5. Neighborhood park sites should be adjacent to residential areas in a manner that serves the greatest number of users and should be located so that users are not required to cross arterial roadways to access them.
6. Sites should have existing trees or other scenic elements.

7. Detention / retention areas will not be accepted as part of the required dedication, but may be accepted in addition to the required dedication. If accepted as part of the park, the detention / retention area design must be approved by the City Manager or his designee and must meet specific parks specifications in the Manual of Park Improvements Standards.
8. Where park sites are adjacent to Greenways, Schools existing or proposed subdivisions, access ways may be required to facilitate public access to provide public access to parks.
9. It is desirable that fifty percent (50%) of the perimeter of a park should abut a public street.

#### 10-G Consideration and Approval

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

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

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

#### 10-I Warranty Required:

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

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

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

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

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

**Defective Work Discovered During Warranty Period.** If any of the work is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this ordinance, the designs, plans, drawings or specifications within one (1) year after the date of the issuance of a certificate of Final Completion of the work or a designated portion thereof,

whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this ordinance, Developer shall promptly correct the defective work at no cost to the City.

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

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

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

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

**APPENDIX I  
PARK LAND DEDICATION FEE METHODOLOGY**

**NEIGHBORHOOD PARK REQUIREMENTS**

**I. Land Requirements for Neighborhood Parks**

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

**2006 Total Population - 77,261.**

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

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

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

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

*One (1) acre costs \$24,000 to purchase.*

**Single Family**  
\$24,000 / 98 DUs = \$245 per DU

**Multi-Family**  
\$24,000 / 121 DUs = \$198 per DU

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

- The cost of improvements in an average Neighborhood Park in College Station is \$516,450.<sup>a</sup>
- One Neighborhood Park serves 2,207 people, based on a total city population of 77,261 being served by 35 parks (count includes neighborhood parks and 6 mini parks).
- It costs \$234 per person to develop an average intergenerational neighborhood park.

**Single Family**

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

**Multi-Family**

\$234 x 2.28 PPH = \$533 per DU

**IV. Total Neighborhood Park Fee:**

**Single Family**

\$245 + \$655 = **\$900**

**Multi-Family**

\$198 + \$533 = **\$731**

**Footnote a**

**NEIGHBORHOOD PARK COST ESTIMATES WINTER 2005**

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

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

AN ORDINANCE AMENDING CHAPTER 9, "SUBDIVISIONS" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING SECTION 10, "PARK LAND DEDICATION", BY AMENDING AND ADDING NEIGHBORHOOD AND COMMUNITY PARK LAND DEDICATION AND DEVELOPMENT FEE REQUIREMENTS, BY CHANGING FLOODPLAIN DEDICATION RATIOS; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 9, "Subdivisions", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty Five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective January 1, 2009.

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

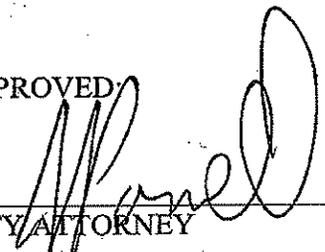
ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

  
\_\_\_\_\_  
CITY ATTORNEY

**EXHIBIT "A"**

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

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

**SECTION 10: Requirements For Park Land Dedication and Development.****10-A. Purpose.**

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

It is hereby declared by the City Council that recreational areas in the form of neighborhood parks and community parks are necessary and in the public welfare, and that the only adequate procedure to provide for neighborhood parks and community parks is by integrating such requirements into the procedure for planning and developing property or subdivisions in the City and its ETJ, whether such development consists of new construction on vacant land or rebuilding and remodeling of structures on existing residential property.

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

A typical community park in College Station is designed to serve the needs of residents from several neighborhoods located within a one-half to three mile radius. Community parks provide amenities that should complement neighborhood parks. Together, neighborhood parks and community parks can meet more of the recreational needs of residents.

Community parks are generally 25 to 70 acres in size. However, larger and smaller community parks may be developed to meet specific requirements of a particular area of town.

Community parks, by their nature, serve both active and passive leisure needs of residents, and use by organizations and individuals from surrounding areas larger than for neighborhood parks.

The acquisition and development of the "basic" infrastructure and facilities for the usage of these community parks should be based upon the demand from the area residents it is intended to serve.

Therefore, the following requirements are adopted to effect the purposes stated above.

**10-B Applicability.** This section applies to a landowner who develops land for residential use located within the City or within its extraterritorial jurisdiction.

**10-C Requirements.**

1. General. The City Manager or his designee shall administer this Section with certain review, recommendation and approval authorities being assigned to the Planning and Zoning Commission, the Parks and Recreation Advisory Board and various city departments as specified herein.

Generally, the developer of residential property must address the following requirements pursuant to this section: dedication of land for neighborhood park use or payment of a fee in lieu thereof, dedication of land for community parks or payment of a fee in lieu thereof, payment of a development fee for neighborhood parks or construction of the neighborhood park improvements to which such fee relates, and payment of a development fee for community parks or construction of the community park improvements to which such fee relates. Requirements herein are based on actual dwelling units for an entire development. Increases or decreases in final unit count may require an adjustment in fees paid or land dedicated. If the actual number of dwelling units exceeds the original estimate, additional park land and additional park development fees may be required in accordance with the requirements in this Section.

The schedule of fees and required land dedications is attached hereto as Appendix I and incorporated and made a part of this Section for all purposes. The identification of park zones for neighborhood parks is as shown City's Recreation, Park and Open Space Master Plan referenced herein and incorporated by reference.

2. Land Dedication.

- a. The amount of land to be dedicated for neighborhood park land purposes and for community park purposes shall be as set forth in Appendix I.

The total amount of land dedicated for the development shall be dedicated to the City in fee simple:

- 1) Prior to the issuance of any building permits for multi-family development,
- 2) Concurrently with the final plat for a single phase development,
- 3) For a phased development the entire park shall be either platted concurrently with the plat of the first phase of the development or
- 4) The developer may provide the City with financial security against the future dedication by providing a bond, irrevocable letter of credit, or other alternative

financial guarantee such as a cash deposit in the amount equal to the number of acres park land required and in a form acceptable to the City. The amount of the financial guarantee shall be the amount of fee in lieu of land dedication as set forth in Appendix I. The financial guarantee will be released to the developer, without interest, upon the filing of the final plat for the subsequent phase that dedicates the required park land.

- b. For development located within the extraterritorial jurisdiction of the City, the dedication requirements of this Section may be met through the creation of private park land in the same amount required as set forth in Appendix I provided the developer enters into a written agreement that all such private park land be dedicated to the City at the time of full purpose annexation into the City and provided that any plat related to such development, is inscribed with a notation regarding same.

3. Fee in Lieu of Land. In lieu of dedicating park land for neighborhood parks and for community parks, a developer may request to meet some or all of the neighborhood park land dedication requirements, and some or all of the community park land dedication requirements through payment of a fee in lieu thereof in amounts as set forth in Appendix I. Such fees shall be due at the same time as fees are due for final platting or for issuance of a building permit, whichever occurs first.
4. City Final Approval. The City shall have the final authority in determining how much, if any, land or fee may be accepted in lieu of required land dedication. The City may, from time to time, require that a fee be submitted in lieu of land dedication in amounts as set forth in Appendix I for either, both, some or all of neighborhood park land or community park land dedication. Likewise, the City may, from time to time, require that land be dedicated in amounts as set for in Appendix I and that no fee in lieu of land will be accepted.

5. Approval Process for park land dedication.

- a. Land Dedications equal or exceeding five acres, and Dedications of Floodplains and Greenways.

For any proposed required neighborhood park land dedication equaling or exceeding five (5) acres of land or equaling or exceeding payment of a fee in lieu thereof, for any proposed required community park land dedication equaling or exceeding five (5) acres of land or equaling or exceeding the payment of a fee in lieu thereof, or for any proposed land dedication containing floodplain or greenway, the landowner must:

- 1) Obtain a recommendation from the Parks and Recreation Advisory Board, and
- 2) Obtain approval from the Planning & Zoning Commission pursuant to the plat approval procedures as set forth elsewhere in the City Code of Ordinances.
  - i. The Planning and Zoning Commission shall consider the recommendation from the Parks and Recreation Advisory Board but may make a decision contrary to its recommendation by majority vote.

b. Dedications of less than five acres not including floodplains or greenways.

For any proposed neighborhood park land dedication less than five (5) acres of land or the payment of a fee in lieu thereof, for any proposed required community park land dedication less than five (5) acres of land or the payment of a fee in lieu thereof, or for any proposed land dedication containing floodplain or greenway, the City Manager or his designee is authorized to accept and approve same if the following criteria are met:

- 1) The proposed dedication or fee provides a sufficient amount of neighborhood park land existing in the park zone of the proposed development for required neighborhood park land dedication, or the proposal provides a sufficient amount of community park land existing for the proposed development for required community park land dedication, whichever applies;
- 2) Where the proposed dedication is insufficient for a neighborhood park site or for a community park site under existing park design standards, some or all of the dedication requirements may be in the form of a fee in amounts as set forth in Appendix I;
- 3) Determination of acceptability of a proposed neighborhood park land dedication and for a proposed community park land dedication is based upon the City of College Station's Recreation, Park and Open Space Master Plan, as may be amended from time to time; and
- 4) The proposed development of the neighborhood park or community park is consistent with College Station's Recreation, Park and Open Space Master Plan, as may be amended from time to time.

In making his decision, the City Manager or his designee may choose to submit such application to the Parks and Recreation Advisory Board for its recommendation. In such event, the City Manager shall consider such recommendation but may make a decision contrary in accordance with the criteria set forth herein.

**6. Park Development Fee.**

In addition to the land dedication requirements for neighborhood parks and for community parks, there are also park development fees established herein sufficient to develop neighborhood parks and community parks in ways that meet the City of College Station's Manual of Park Improvements Standards. The amount of development fees assessed to a developer subject to this section for neighborhood and community parks is as shown in Appendix I. The process for the approval and collection of development fees shall be the same as for the park land dedication requirements to which the development relates, and shall be processed simultaneously with the park land dedication requirements.

**7. Construction of Park Improvements in Lieu of Development Fee.**

A developer may elect to construct required neighborhood park improvements and/or required community park improvements in lieu of paying the associated development fee as set forth herein. In such event:

- a. A park site plan, developed in cooperation with the Parks and Recreation

Department staff, is submitted and approved by the Director of the Parks and Recreation Department or his designee and the Parks and Recreation Advisory Board upon submission of final plat or upon application for a building permit, whichever is applicable.

- b. Detailed plans and specifications for park improvements hereunder shall be due and processed in accordance with the procedures and requirements pertaining to public improvements for final plats and for building permit issuance, whichever is applicable.
- c. All plans and specifications shall meet or exceed the City's Manual of Park Improvement Standards in effect at the time of the submission.
- d. If the improvements are constructed on land that has already been dedicated to and/or is owned by the City, then the Developer must post payment and performance bonds to guarantee the payment to subcontractors and suppliers and to guarantee the developer completes the work in accordance with the approved plans, specifications, ordinances, and other applicable laws.
- e. The construction of all improvements must be completed in accordance with the requirements relating to the construction of public improvements for final plats and issuance of building permits, whichever is applicable. This includes guaranteeing performance in lieu of completing the park improvements prior to final plat approval. Notwithstanding any other applicable ordinances, park improvements should be completed within two years from the date of approval.
- f. Completion and Acceptance -- Park development will be considered complete and a Certificate of Completion will be issued after the following requirements are met:
  - i. Improvements have been constructed in accordance with the Approved Plans;
  - ii. All park land upon which the improvements have been constructed has been dedicated as required under this section; and
  - iii. All manufacturers' warranties have been provided for any equipment installed in the park as part of these improvements.
- g. Upon issuance of a Certificate of Completion, the developer warrants the improvements for a period of one (1) year as set forth in the requirements in the City of College Station's Manual of Park Improvements Standards.
- h. The developer shall be liable for any costs required to complete park development if:
  - i. Developer fails to complete the improvements in accordance with the approved plans; or
  - ii. Developer fails to complete any warranty work.

8. Submitting fee. Any fees required to be paid pursuant to this section shall be remitted:
- Prior to the issuance of any building permits for multi-family development; or
  - Upon submission of each final plat for single family, duplex or townhouse development.

9. Use of fees. Fees may be used only for the acquisition or development of park facilities to which they relate. For fees in lieu of neighborhood park land dedication, fees may only be used for purchase and/or development of neighborhood parks located within the same zone as the development. For fees in lieu of community park land dedication, fees may only be used for the purchase and/or development of community parks.

**10. Reimbursement for City Acquired Park Land.**

The City may from time to time acquire land for parks in or near an area of actual or potential development. If the City does acquire park land in a park zone for a neighborhood park or acquires parkland for a community park, the City may require subsequent dedications to be in fee-in lieu-of-land only. This will be to reimburse the City for the cost(s) of acquisition.

**10-D Prior Dedication or Absence of Prior Dedication.**

If a dedication requirement arose prior to enactment or amendment of this Section 10, subsequent development for the subject tract to which the dedication requirement applies may be subject to vesting as set forth in Chapter 245 Texas Local Government Code. Depending on the circumstances, additional dedication may be required for the increase in dwelling units from what was originally proposed.

**10-E Comprehensive Plan Considerations.**

The City's Recreation, Park and Open Space Master Plan is intended to provide the Parks and Recreation Advisory Board with a guide upon which to base its recommendations. Because of the need to consider specific characteristics in the site selection process, the park locations indicated in the Plan are general. The actual locations, sizes, and number of parks will be determined when development occurs or when sites are acquired by the City, including by donations.

Park zones for neighborhood parks are established in the City's Recreation, Park and Open Space Master Plan as a component of the City's Comprehensive Plan, and indicate service areas for neighborhood parks. Zone boundaries typically follow key topographic features such as major thoroughfares, streams, city limit and ETJ boundary lines. New park zones may be created or existing zones amended pursuant to procedures for amending the City's Recreation, Park and Open Space Master Plan as land acquisitions or other circumstances dictate.

**10-F Special Fund; Right to Refund.**

- All neighborhood park land dedication fees will be deposited in a fund referenced to the park zone to which it relates. Community park land dedication fees will be deposited in a fund referenced to community parks.
- The City shall account for all fees in lieu of land and all development fees paid under this

Section with reference to the individual plat(s) involved. Any fees paid for such purposes must be expended by the City within five (5) years from the date received by the City for acquisition and/or development of a neighborhood park or a community park as required herein. Such funds shall be considered to be spent on a first-in, first-out basis. If not so expended, the landowners of the property on the expiration of such period shall be entitled to a prorated refund of such sum, computed on a square footage of area basis. The owners of such property must request such refund within one (1) year of entitlement, in writing, or such right shall be barred.

#### **10-G Park Land Guidelines and Requirements.**

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

1. Any land dedicated to the City under this section must be suitable for park and recreation uses. The dedication shall be free and clear of any and all liens and encumbrances that interfere with its use for park purposes. The City Manager or his designee shall determine whether any encumbrances interfere with park use. Minerals may be reserved from the conveyance provided that there is a complete waiver of the surface use by all mineral owners and lessees. A current title report must be provided with the land dedication. The property owner shall pay all taxes or assessments owed on the property up to the date of acceptance of the dedication by the City. A tax certificate from the Brazos County Tax Assessor shall be submitted with the dedication or plat.
2. Consideration will be given to land that is in the floodplain or may be considered "floodable" even though not in a federally regulated floodplain as long as, due to its elevation, it is suitable for park improvements. Sites should not be severely sloping or have unusual topography which would render the land unusable for recreational activities.
3. Land in floodplains or designated greenways will be considered on a three for one basis. Three acres of floodplain or greenway will be equal to one acre of park land.
4. Where feasible, park sites should be located adjacent to greenways and/or schools in order to encourage shared facilities and joint development of new sites.
5. Neighborhood park sites should be adjacent to residential areas in a manner that serves the greatest number of users and should be located to minimize users having to cross arterial roadways to access them.
6. Where appropriate, sites with existing trees or other scenic elements is preferred.
7. Detention / retention areas may not be used to meet dedication requirements, but may be accepted in addition to the required dedication. If accepted as part of the park, the detention / retention area design must meet specific parks specifications in the City's Manual of Park Improvements Standards.
8. Where park sites are adjacent to greenways, schools, or existing or proposed

subdivisions, access ways may be required to facilitate public access to provide public access to parks.

9. It is desirable that fifty percent (50%) of the perimeter of a park abut a public street.
10. Community Parks should be accessible from major arterial streets so as to be accessible by large groups of people from large surrounding areas.

#### **10-H Warranty Required.**

1. All materials and equipment provided to the City shall be new unless otherwise approved in advance by the City Manager or his designee and that all work will be of good quality, free from faults and defects, and in conformance with the designs, plans, specifications, and drawings, and recognized industry standards. This warranty, any other warranties express or implied, and any other consumer rights, shall inure to the benefit of the City only and are not made for the benefit of any party other than the City.
2. All work by the developer or landowner not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.
3. This warranty is in addition to any rights or warranties expressed or implied by law.
4. Where more than a one (1) year warranty is specified in the applicable plans, specifications, or submittals for individual products, work, or materials, the longer warranty shall govern.
5. This warranty obligation may be covered by any performance or payment bonds tendered in compliance with this Ordinance.
6. If any of the work performed by developer or landowner is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this ordinance, the designs, plans, drawings or specifications within one (1) year after the date of the issuance of a certificate of Final Completion of the work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this ordinance, developer shall promptly correct the defective work at no cost to the City.
7. During the applicable warranty period and after receipt of written notice from the City to begin corrective work, developer shall promptly begin the corrective work. The obligation to correct any defective work shall be enforceable under this Code of Ordinances. The guarantee to correct the defective work shall not constitute the exclusive remedy of the City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.
8. If within twenty (20) calendar days after the City has notified developer of a defect, failure, or abnormality in the work, developer has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by developer.
9. The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by Developer, its contractors, or subcontractors or by the surety.

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

**APPENDIX I**

**PARK LAND DEDICATION AND DEVELOPMENT FEES**

**I. NEIGHBORHOOD AND COMMUNITY PARKS**

**A. Dedication Requirements for Neighborhood Parks**

1. Land dedication per Dwelling Unit (DU)  
**Single Family:** One (1) Acre per 102 DUs  
**Multi-Family:** One (1) Acre per 125 DUs
2. Fee in lieu of land dedication per Dwelling Unit (DU)  
**Single Family:** \$314 per DU  
**Multi-Family:** \$256 per DU
3. Park development fee per Dwelling Unit (DU)  
**Single Family:** \$764 per DU  
**Multi-Family:** \$622 per DU
4. Total neighborhood park fees per Dwelling Unit (DU)  
**Single Family:** \$1,078 per DU  
**Multi-Family:** \$878 per DU

**B. Dedication Requirements for Community Parks**

1. Land dedication per Dwelling Unit (DU)  
**Single Family:** One (1) Acre per 105 DUs  
**Multi-Family:** One (1) Acre per 129 DUs
2. Fee in lieu of land dedication per Dwelling Unit (DU)  
**Single Family:** \$305 per DU  
**Multi-Family:** \$248 per DU
3. Park development fee per Dwelling Unit (DU)  
**Single Family:** \$638 per DU  
**Multi-Family:** \$520 per DU
4. Total community park fees per Dwelling Unit (DU)

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**Single Family:** \$943 per DU

**Multi-Family:** \$768 per DU

**PARKS / PLANNING AND ZONING SUB-COMMITTEE  
NOTES**

**PARK LAND DEDICATION  
12:00 PM, Wednesday, June 25, 2008  
Administrative Conference Room  
1101 Texas Avenue  
College Station, TX 77840**

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**STAFF PRESENT:** Marco A. Cisneros, Director, Parks and Recreation; David Schmitz, Assistant Director, Parks and Recreation; Pete Vanecek, Senior Park Planner; Amanda Putz, Staff Assistant; Jason Schubert, Staff Planner – Planning and Development Services

**COMMISSIONERS PRESENT:** Glenn Schroeder, Marsha Sanford

**BOARD PRESENT:** Jodi Warner, Chair; Jody Ford; Gary Erwin, Vice Chair

**COUNCIL PRESENT:** Ben White, Mayor

**DISCUSSION:** The meeting began at 12:15PM. The discussion began with everyone introducing themselves. The purpose of the meeting was for the Board and Commission to come together for a general purpose of looking into Park Land Dedication. Some of the factors that were included in the discussion were the park construction costs, park land dedication fees, differences between community and neighborhood parks and land values. Marco A. Cisneros asked if there was a need for a task force regarding this issue. The responses were overall that a task force was not necessary, and public hearings were the answer. Jodi Warner explained the recent history behind the park land dedication and the fee change. She explained that the Park Land Dedication fees as they are right now are not enough for the development of a park. There was discussion concerning the Greenway / Greenbelt ordinance and if that was input into the Park Land Dedication Ordinance. However, it was not, and it needs to be discussed regarding placing it into the Park Land Dedication Ordinance. There was discussion that some developers are building developments in phases. Then they are eventually developing more phases, and parks are not placed anywhere near the development. This is an issue that needs to be addressed. The City may need to look at the appraised value for proposed park land, so that we can alleviate the building of many houses on acres with a park no where close by. Marsha Sanford, Commissioner, said that a 30 day appraisal should be required. The City has to make sure that we have maintenance costs for all of the parks that we create. Jodi Warner explained that the developers need an informational meeting to explaining park land dedication. The developer needs to be shown what they will

be given for what they are giving the city. Marsha Sanford commented on the *Existing Residents Should Not Be Taxed to Build New Parks For New Residents*, that was posted on the PowerPoint handout. She commented that the money is going to have to come from somewhere. She said that she would like to keep her park maintained. She commented that she does not think that the citizens would mind that issue either. When developers develop they need to be better monitored when they do several phases, as to make sure a park gets incorporated into the plans. Ben White, Mayor, asked why the city could not monitor the developer's account and stop several phases from happening without a park being incorporated. The appraised value has got to be put back into the ordinance, to determine the Park Land Dedication fee. The level of service needs to be clearly defined. The costs of all amenities need to be clearly stated and defined, so that the public and developers are aware of the costs associated. Jodi Warner stated that the Park Land Dedication needs to be on the Council calendar by the end of the summer 2008. When it comes to Zone monies, the particular monies that are allocated for a particular park need to be used for that particular park. The meeting ended at 2:00 PM.

approve the absence requests submitted, and Shawn Rhodes seconded. The vote was called. All were in favor, and the motion passed unanimously.

3. **Hear visitors:** Hearing none, this item was closed.

4. **Consideration, possible approval and discussion of minutes from the Regular Meeting of June 10, 2008:** Shawn Rhodes moved to approve the minutes as submitted, and Billy Hart seconded. The vote was called. All were in favor, and the motion passed unanimously.

 5. **Presentation, public hearing and discussion regarding park land dedication:** Marco A. Cisneros gave a brief overview regarding park land dedication and why the public hearing had been called. A presentation was given on the items that would be open for discussion.

~ The meeting was opened for public comment. ~

Charles Thomas, Citizen - He believed that contractors would be cheaper and would do a better job constructing parks than the city could do. He said that there were already 50+ parks, yet the City was trying to add more parks and was looking for the money to maintain them.

*Response: Jodi Warner explained the history of Edelweiss Gartens Park. She explained that the City was two years behind in building the park due to the revision of the park land dedication ordinance.*

Randy French, Developer and Builder – Mr. French asked how developers would know how much the fee would be if it was based on an appraisal. He also asked how he would know how much land would be attached to the appraisal. He stated that currently he knew how much to pay and it was a big concern for him that if changed, it would be a moving target. He added that developers look at impact fees, park land dedication, traffic impact analyses, etc., all at one time. The biggest amenity is affordability and he asked staff to please consider the developers when looking at the revision to the park land dedication ordinance.

*Response: This was still in the planning process and staff was unsure of the exact answers. The park land dedication fees were trying to be made more equitable.*

*Gary Thomas said he could sympathize with what both gentlemen had said regarding the fees. He did not think that it was unreasonable to ask for higher fees because a park could not be built for any less than you can build a home. Having a park near your homes you can sell your home for more because of that. The City is under the ordinance and having to abide by that ordinance.*

Charles Thomas – Mr. Thomas asked what the normal procedure for building a park was and if certain price factors were looked at.

*Response: The procedures for planning and developing parks were explained (public hearings, bid process, etc.).*

Bo Miles, 241 Landsburg Lane in Edelweiss Estates – He said that he liked his park and commended the Board and staff. He stated that he would like to see how much money had been collected by zone and what has been done in the zone (basically tracking of the money). He asked what the length of time was between when the money was dedicated and when it was spent.

*Response: Typically it takes approximately six years. If the money has not been spent by then, the developer could petition the city for reimbursement of the money. The process of park zone monies was explained and how it was not always feasible to be able to shorten the development timeframe. There were times when it was due to the development of other projects in the same zone or it could be due to a lack of money in the city's General Fund to maintain the park if it were to be developed.*

Bo Miles – Stated that he would like to see the process streamlined.

Glenn Thomas, Builder and Citizen – Mr. Thomas asked what the park land dedication fee included. He would rather see nice community parks rather than tiny parks the size of his back yard.

*Response: The park land dedication fee, the level of service, and what the expectations were by and for the citizens was explained.*

Sondra Meyer, Realtor and CPA – From a budget standpoint, she felt it would be better to leave the park land dedication as it was, and not go with the appraised value option due to the hardship it could cause for the developer.

Paul Levantes, 9007 Sandstone – Mr. Levantes asked what percentage of the 80,000 Texas A&M University students had been included in the presentation that had been shown, and how the \$950 dedication fee compared to other cities.

*It was explained that population estimates were received from development services and that the percentage was approximately twenty percent. Some comparisons were given.*

Todd Carnes, Developer, Creek Meadows – Mr. Carnes felt it would be fairer to base the park land dedication fee on frontage rather than on the lot and asked if that had ever been thought about before.

*Response: No, it had not been considered before. It was explained that the ordinance was calculated by the dwelling unit. The higher the square footage of the home (the larger it is), the fewer number of houses can be built. If smaller houses are built, you will be able to build more homes.*

Charles Thomas and Kim Jacobs, 1000 Charleston Court – Both asked what recommendations staff would be bringing to Planning and Zoning and what they would be presenting.

*Response: Staff will do a presentation with all of the comments that had been received at this meeting. Open-ended options would be presented to the Planning and Zoning Commission.*

Kim Jacobs – Ms. Jacobs stated that she would like to see places such as Waco included in the presentations. She felt that some of the cities in the presentation were not comparable to College Station.

Glenn Thomas – Asked if the Board was comfortable with the larger number of pocket parks being considered rather than a smaller number of regional/community parks.

*Response: The Board said that they were.*

Charles Thomas – Stated that one of the biggest concerns as a developer was that they felt unappreciated for what they do as developers.

**Letter sent in from Steve Arden from BrazosLand Realty regarding his park land dedication concerns.**

July 7, 2008

Mrs. Jodi Warner, Chairperson  
Parks and Recreation Advisory Board  
College Station, Texas

Re: Consideration of parkland requirements

Mrs. Warner,

For several reasons College Station is at the cross roads in policy for parkland dedication requirements based on the present or considered increases in acreage dedications from residential development. Major municipal policy changes must be considered to provide satisfactory management, improvements and maintenance of open land prior to anticipating even more property. College Station has fallen far behind improving new parks while providing only substandard maintenance to existing open areas. There is little reason to consider adding more open areas until the community can determine new direction for the following issues.

Dedication of new parkland has progressed at a faster rate than the City can accommodate. Accumulated deposits at \$358 per household were at a level to have constructed the park two years prior to actual construction of Edelweiss Gartens. With streets on four sides of that park, it was located to be the focal center of the neighborhood. Not only was it not constructed on a timely basis, but the mowing has been so infrequent that even City ordinances for the private sector have not been met. Rather than being a nice visual feature for the neighborhood families, it has become a question that sellers must explain away. Apparently, parkland has outgrown the City's maintenance ability.

As residential development continues to occur further south, more and more fingers of the Brazos and Navasota river tributary flood plains extend into the City. College Station has yet to address the utilization of what will become huge open areas. To date, these drainage ways have not been features but at the rear of houses as in Southwest Valley subdivision or a difficult bridge as Longmire Drive unattractively crosses Lick Creek. These wooded open areas should be features in the community, not just something to be avoided. Consider the potential benefit to the homes that face the Lick Creek tributary on Chesapeake Lane vs. the lost

opportunity that backs to the same drainage way along Starling Drive. In addition to the aesthetics, Chesapeake Lane has plenty of space for small children playgrounds at much less cost than our present system.

Carter's Crossing is probably not unusual in many future land dedications where approximately a quarter of the total land area is open area due to natural, heavily wooded drainage ways. There are over 1,000 acres of similar land within College Station's growth pattern that will require some level of maintenance. Before we extend policies that are no longer working, there must be a paradigm shift to determine how best to handle the lands that we can expect to be given to the City. How can those areas be assets, rather than continue as waste land?

Please do some longer range thinking and planning before simply extending existing present out dated policies.

Sincerely,

Steve Arden

Jody Ford made a motion to approve the park land dedication presentation as presented including the projected ordinance revisions as listed, also not putting any dollar amounts, and Billy Hart seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.

**~ The public hearing portion closed at 8:55 p.m. ~  
A short break was taken and the meeting reconvened at 9:15 p.m.**

6. **Consideration, possible action and discussion regarding the appointments of the Chairman, Vice Chairman and new or reappointed members for the Senior Advisory Committee:** Marci Rodgers reported on the appointments to the Senior Advisory Committee. She explained that four of the members will be new, and the other four are up for reappointment. She reported that the Senior Advisory Committee requests that Ron Silvia be appointed as Chairman and that Rick Heaney be appointed as Vice Chairman. Discussion followed. Wayne Williams made a motion to accept Ron Silvia as Chairman and Rick Heaney as Vice Chairman, as well as all the other six appointments. Gary Thomas seconded the motion. The vote was called. All were in favor, and the appointments were accepted.

David Scott made a motion to break for dinner, and Billy Hart seconded the motion. The vote was called. All were in favor, and the motion passed unanimously at 6:40PM.

**~ Break for Dinner ~**

4. **Reconvene for Regular Meeting ~ 7:00 p.m.** The regular meeting reconvened at 7: 05PM. There was a quorum present to proceed with the meeting.
5. **Hear visitors:** Hearing none, this item was closed.
6. **Discussion and possible action concerning a citizen's complaint regarding Raintree Park lights:** Marco A. Cisneros reported on this item stating that the situation has been rectified to satisfy the customer. This was an informational item only, and no action was required.
7. **Consideration, possible action, and discussion of minutes from the Regular Meeting of September 9, 2008:** Glenn Schroeder made a motion to approve the minutes as submitted, and David Scott seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.
8. **Report, possible action and discussion regarding Park Maintenance Standards for FY 2008:** David Schmitz, Assistant Director – Operations, reported on the Park Maintenance Standards. This was an informational item only, and no action was required.
9. **Discussion, possible action, and consideration regarding Board Fees Subcommittee FY 2009 Fee recommendations:** Marco A. Cisneros reported on the FY 2009 Fee recommendations. Vera Solis, Pools Supervisor; reported on her area of aquatic fees and explained her recommended changes to the fees. Discussion followed. Glenn Schroeder made a motion to approve the fees as submitted, and Billy Hart seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.
10.  **Public Hearing, presentation, possible action and consideration regarding revisions to the Park Land Dedication Ordinance:** Marco A. Cisneros made a presentation on the park land dedication ordinance revisions. Discussion followed.

**Public Hearing Comments:**

***Charles Thomas, 2902 Coronado Dr., College Station, Homebuilder and Developer –***  
*“Raising the park land dedication fee by the cost recovery amount stated in the presentation is unaffordable. He does not want to see young families being priced out of homes.”*

***Glenn Thomas, 1110 12<sup>th</sup> Man Court, College Station, Homebuilder and Developer -***  
*“I believe that few quality community parks are better than a lot of pocket neighborhood parks that rarely get used. By doing this you are getting more for your money. The City needs to be more prudent in their spending, during these financially difficult times. Why is the City wanting to build more parks when the City can't afford the ones that they have?”*

★  
**Steve Arden, 311 Cecilia Loop, College Station, Homebuilder and Developer** – *“The methodology and the process has to change. The current city park facilities are not at maintenance standards to what the City expects homeowner’s yards to be. This is not an acceptable fact. We have thousands of greenways and we need to think about making those areas more attractive and useful to the community. These areas can be used for smaller children. The city can focus on how to make these natural features visually attractive to the community. The City needs to think “up front” to make these areas more attractive and geographically blend. Mr. Arden does not understand why the multi-family fees are lower than the single family fees. I do not see the logic in the numbers.”*

The Public Hearing portion closed at 8:22PM. Glenn Schroeder made a motion to recommend the park land dedication ordinance revisions, and include the adjustment for neighborhood parks. There was no second. The motion died. Marco A. Cisneros explained more regarding the ordinance revisions. David Scott made a motion to recommend the ordinance as submitted to City Council, and J. Riley Bryan seconded the motion. The vote was called. Billy Hart, Glenn Schroeder and Shawn Rhodes were against the motion. The motion failed two to three (2 to 3). Billy Hart said that he would like to table this item for a later date. Billy Hart made a motion to table the item and Shawn Rhodes seconded the motion. The vote was called. All were in favor, and the motion was tabled until the November 18<sup>th</sup> Board meeting.

11. **Presentation, possible action and discussion concerning the current Capital Improvement Program:**

- **Current Capital Improvement and Park Land Dedication Project Lists:** Pete Vanecek, Senior Park Planner, reported on the Capital Improvement and Park Land Dedication Project lists. This was an informational item only, and no action was required.
- **Dedications of Less than Three Acres:** Pete Vanecek, Senior Park Planner, reported on the Dedications of Less than Three Acres. This was an informational item only, and no action was required.
  - The Exchange II Apartments ~ Park Zone 7
  - Crescent Pointe Phase 4 ~ Park Zone 4
  - Bewley Addition ~ Park Zone 12
  - Reatta Meadows – Section I, Phase II ~ Park Zone 10
  - Castlerock Phase 2B ~ Park Zone 10
  - No name given, Location – Park Place Street ~ Park Zone 6

12. **Presentation, possible action, and discussion on future agenda items: A Board Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting:**

- Southwest Park Site Development Public Hearing and Regular Meeting  
~ November 18, 2008, The Lincoln Center, 1000 Eleanor, 7:00PM

Scott Shafer, 117 Pershing: He said that picnic tables are a good amenity, and taking out a few trees to create a larger open field would be beneficial for the public. He likes the rock climbing suggestion that staff made.

Jamie Rae Walker, 2261 TAMU: She said to open up the trail head to provide a gateway to students. (More defined Gateway) She said that there is a lot of foot traffic at Southwest Park – she lives close to that park.

George Jessup made a motion to move forward with the development of Southwest park, and David Scott seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.

6. **Presentation, discussion and possible action regarding Green Parks and Recreation Operations in Texas Cities:** Scott Shafer reported on a research study that was given to TAMU students regarding Green Practices in Texas Local Parks and Park-like Environments. Jamie Rae Walker explained the process of how the students' researched Green Practices in Texas Local Parks and Park-like Environments. A handout was given regarding the students' research. Discussion followed. This was an informational item only, and no action was required.

- 
7. **Discussion, possible action and consideration regarding revisions to the Park Land Dedication Ordinance:** There was discussion regarding the revisions to the Park Land Dedication Ordinance. J. Riley Bryan made a motion to accept the revisions to the park land dedication ordinance, and Wayne Williams seconded the motion. The vote was called. Billy Hart and Shawn Rhodes opposed. The vote was 5 – 2. The motion passed to accept the revisions to the park land dedication ordinance. (Jody Ford and Glenn Schroeder were absent).

8. **Discussion, possible action and consideration regarding operations policy for Veterans Park and Athletic Complex Soccer fields scheduling and maintenance operations:** David Schmitz, Assistant Director – Operations, introduced this item to the Board, and Peter Lamont, Recreation Superintendent, gave a presentation regarding the proposal for athletic field use. Discussion followed. Artificial turf was suggested because this problem is not going to go away and athletic groups are only growing in size. Wayne Williams made a motion to go forward with this study, and J. Riley Bryan seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.

9. **Discussion and possible action concerning Parks and Recreation Advisory Board Goals:** David Scott made a motion to accept the Board Goals, and J. Riley Bryan seconded the motion. The vote was called. All were in favor, and the motion passed unanimously.

**PARK LAND DEDICATION AND DEVELOPMENT FEES METHODOLOGY  
FOR NEIGHBORHOOD AND COMMUNITY PARKS**

**A. Dedication Requirements for Neighborhood Parks.**

1. **Land Dedication.** The current level of service is one (1) acre per 285 people (87,758 Population/307.6 acres of neighborhood parks).

**2008 Total Population - 87,758**

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

**Single Family**

**Multi-Family**

285 people / 2.80 PPH = 102 DUs  
**1 Acre per 102 DUs**

285 people / 2.28 PPH = 125 DUs  
**1 Acre per 125 DUs**

2. **Fee in Lieu of Land Dedication.** One (1) acre of land costs \$32,000 to purchase.

**Single Family**

**Multi-Family**

\$32,000 / 102 DUs = **\$314 per DU**

\$32,000 / 125 DUs = **\$256 per DU**

3. **Neighborhood Park Development Fee.**

- One neighborhood park serves 2,309 people, based on a total city population of 87,758 being served by 38 parks (count includes neighborhood parks and six mini parks)
- The cost of improvements in an average neighborhood park in College Station is \$630,520<sup>a</sup>.
- It costs \$273 per person (\$631,000/2,309) to develop an average intergenerational neighborhood park in College Station.

**Single Family**

**Multi-Family**

\$273 x 2.80 PPH = **\$764 per DU**

\$273 x 2.28 PPH = **\$622 per DU**

4. **Total Neighborhood Park Fee (with no land dedication credit given).**

**Single Family**

\$313 + \$764 = **\$1,078 per DU**

**Multi-Family**

\$256 + \$622 = **\$878 per DU**

**Footnote a**

**NEIGHBORHOOD PARK COST ESTIMATES June 2008**

1. Basketball Court	\$40,000
2. 6' Sidewalk @ \$5.50 per SF x 4,000 LF	\$132,000
3. Handicap Accessible Ramp x 2 each	\$2,000
4. Pedestrian Bridge (average 30') with concrete footings	\$40,000
5. Picnic Unit (slab, table, trash can, grill) @ \$4,000 x 2 each	\$8,000
6. Shelter and Slab (2 picnic tables with trash cans)	\$34,000
7. Area Lights (12' ht.) @ \$4,000 x 20 each	\$80,000
8. 2' x 8' Park Sign (Cylex) and Keystone Planter Bed	\$6,000
9. Benches (painted steel) with slab @ \$2,000 x 4 each	\$8,000
10. Bicycle Rack	\$1,500
11. 50 Trees (30-45 gallon installed) w/Irrigation @ \$350	\$17,500
11. Specialized Irrigation System	\$15,000
12. Drinking Fountain (concrete, handicap accessible, dual height, dog dish)	\$7,500
13. Water Meter 1.5"	\$1,200
14. Electric Meter/Breaker Panel	\$2,000
15. Finish Sodding, Grading and Seeding	\$5,000
16. Drain Lines @ \$20 per LF (average 100 LF)	\$2,000
17. Swing Set with Synthetic Rubber Surfacing	\$25,000
18. Playground with Concrete Base and Synthetic Rubber Surfacing	\$75,000
19. Playground Shade Cover	\$17,500
20. Galvanized Fence @ \$36 per LF (average 1,500 LF)	<u>\$54,000</u>
	<b>Sub Total</b>
	<b>\$573,200</b>
	<b>10% Contingency</b>
	<b><u>\$57,230</u></b>
	<b>Total</b>
	<b>\$630,520</b>

**B. Dedication Requirements for Community Parks**

**1. Land Dedication.** The current level of service is one (1) acre per 294 people (299 acres in 8 Community Parks).

**2008 Total Population - 87,758**

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

**Single Family**

294 people / 2.80 PPH = 105 DUs  
1 Acre per 105 DUs

**Multi-Family**

294 people / 2.28 PPH= 129 DUs  
1 Acre per 129 DUs

**2. Fee in Lieu of Land Dedication.** One (1) acre of land costs \$32,000 to purchase.

**Single Family**

\$32,000 / 105 DUs = **\$305 per DU**

**Multi-Family**

\$32,000 / 129DUs = **\$248 per DU**

**3. Community Park Development Fee.**

- One Community Park serves 10,970 people, based on a total city population of 87,758 being served by eight (8) community parks.
- The cost of improvements in an average community park in College Station is \$2.5 million.<sup>b</sup>
- It costs \$228 per person (\$2,500,000/109,970) to develop an average community park.

**Single Family**

\$ 228 x 2.80 PPH = **\$638 per DU**

**Multi-Family**

\$228 x 2.28 PPH = **\$520 per DU**

**4. Total Community Park Fee (with no land dedication credit given).**

**Single Family**

\$305 + \$638 = **\$943 per DU**

**Multi-Family**

\$248 + \$520 = **\$768 per DU**

**Footnote b**

**COMMUNITY PARK PLANNING GUIDELINES MAY 2006**

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

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

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

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

1. Playground Areas with Shade covers	\$120,000
2. Group Picnic Pavilion with Restrooms	\$750,000
3. Concrete Walking Trails, Lights, Benches, Fountains (per mile)	\$500,000
4. Picnic Tables, Trash Receptacles, and Furnishings	\$ 50,000
5. Lighted Tennis Courts – Two (2)	\$140,000
6. Lighted Basketball Court	\$ 50,000
7. Roads and Parking (200 Spaces)	\$500,000
8. Landscape Improvements	\$250,000
9. Design Fees	<u>\$140,000</u>
<b>Total Planning Estimate</b>	<b>\$2,500,000</b>

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

**December 11, 2008**  
**Regular Agenda Item No. 3**  
**Crescent Pointe Right-of-Way and 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 portion of right-of-way and an easement in the Crescent Point Subdivision.

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

**Summary:** The right-of-way and easement proposed to be abandoned are:

1. A 493 square foot portion of right-of-way, which is located on Crescent Pointe Parkway, 70 foot right-of-way, 1.715 acre Tract Two, according to the deed from Crescent Pointe, Ltd. to the City of College Station, Texas, recorded in Volume 6182, Page 193 of the Deed Records of Brazos County, Texas.
2. A 0.30 acre, 30 foot wide Pedestrian Walkway and Public Utility Easement, which is located on Lot 2 and 3 of Block 3 of the Crescent Pointe Phase 4 Subdivision according to the plat recorded in Volume 8343, Page 179, of the Deed Records of Brazos County, Texas.

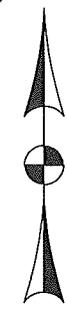
There is no infrastructure in this easement to be abandoned.

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

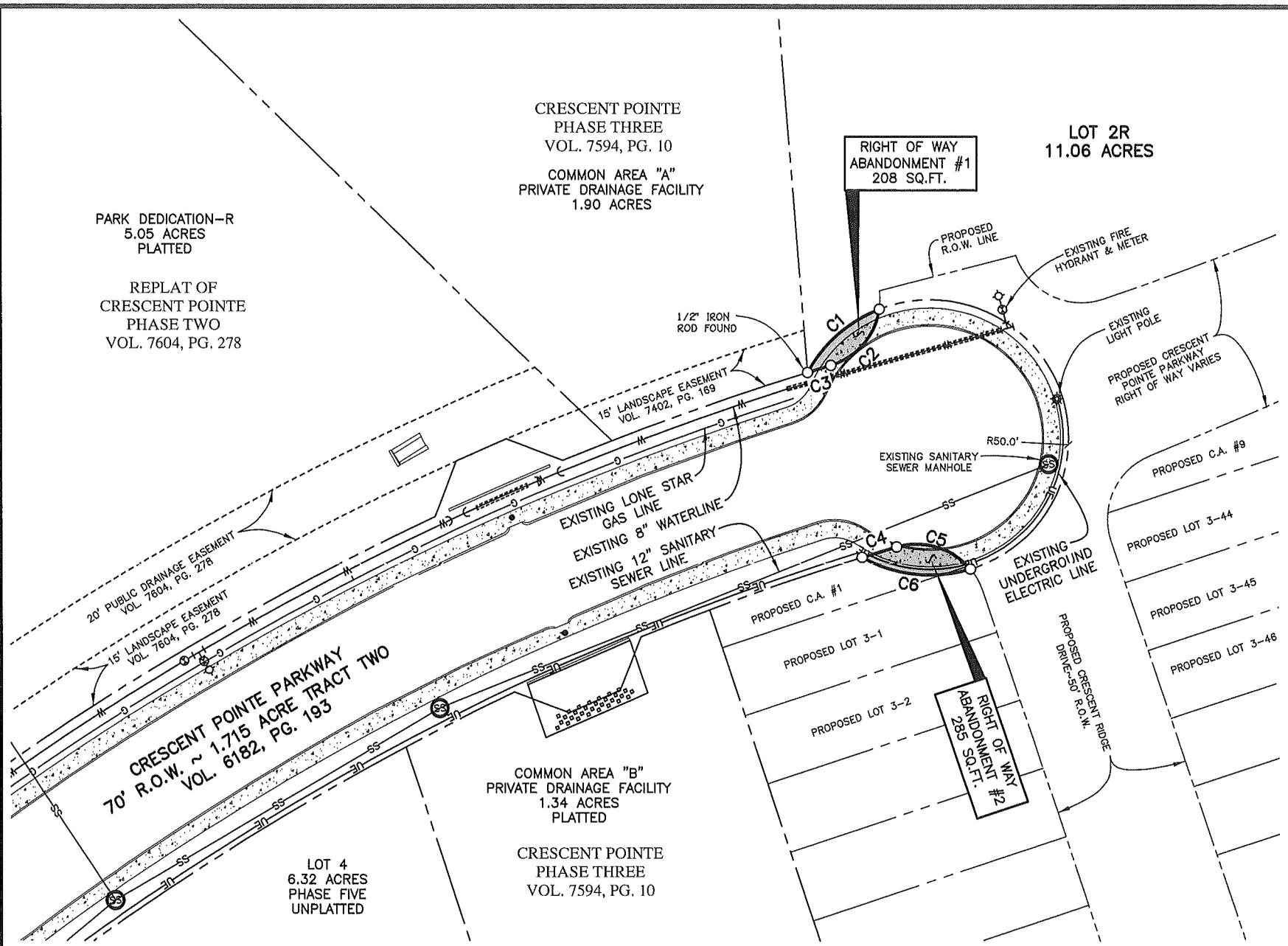
**Attachments:**

1. Exhibit 1 - Vicinity Map
2. Exhibit 2 – Right-of-Way and Easement Abandonment Location
3. Exhibit 3 - Ordinance
4. Exhibit 4 - Ordinance Exhibit "A"
5. Exhibit 5 - Application for Abandonment

SCALE: 1"=40'



H:\Land Projects R2\TEXINS WORLD\Crescent Pointe\Phase 4\Exhibits\Lot 3 Block 3\Exhibit - CPP ROW Abandonment.dwg 10/13/2008 9:35:49 AM CDT



PARK DEDICATION-R  
5.05 ACRES  
PLATTED

REPLAT OF  
CRESCENT POINTE  
PHASE TWO  
VOL. 7604, PG. 278

CRESCENT POINTE  
PHASE THREE  
VOL. 7594, PG. 10

COMMON AREA "A"  
PRIVATE DRAINAGE FACILITY  
1.90 ACRES

LOT 2R  
11.06 ACRES

CRESCENT POINTE PARKWAY  
70' R.O.W. ~ 1.715 ACRE TRACT TWO  
VOL. 6182, PG. 193

LOT 4  
6.32 ACRES  
PHASE FIVE  
UNPLATTED

COMMON AREA "B"  
PRIVATE DRAINAGE FACILITY  
1.34 ACRES  
PLATTED

CRESCENT POINTE  
PHASE THREE  
VOL. 7594, PG. 10

**CURVE TABLE:  
RIGHT OF WAY ABANDONMENT #1**

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING
C1	35.45'	50.00'	40°37'25"	N 48°29'14"E~34.71'
C2	28.43'	25.00'	65°09'29"	S 40°39'42"W~26.92'
C3	8.84'	1035.00'	0°29'21"	S 72°59'46"W~8.84'

**CURVE TABLE:  
RIGHT OF WAY ABANDONMENT #2**

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING
C4	13.12'	965.00'	0°46'44"	N 73°04'10"E~13.12'
C5	29.26'	25.00'	67°03'57"	S 73°00'30"E~27.62'
C6	40.28'	50.00'	46°09'16"	N 83°46'25"W~39.20'

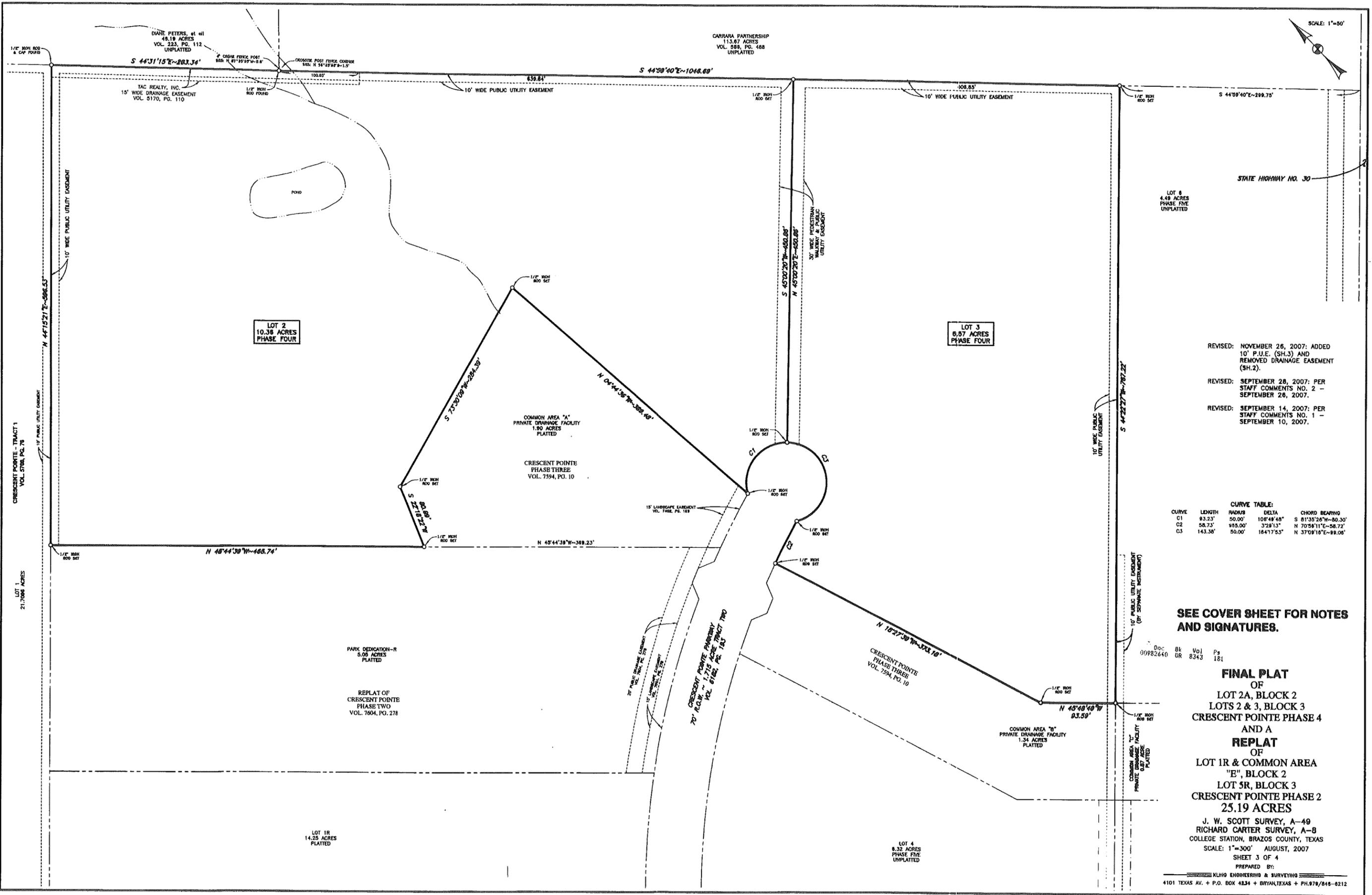
**NOTES:**

1. THE BASIS OF BEARINGS IS TRUE NORTH DETERMINED BY SOLAR OBSERVATION AND CALCULATED BY USING THE HOUR ANGLE METHOD, WHILE OBSERVING AT LATITUDE: 30°38'45", LONGITUDE: 96°17'11" ON NOVEMBER 8, 1996, USING THREE DIRECT AND THREE REVERSE POSITIONS WITH ROELOF'S PRISM.
2. A REPLAT OF LOTS 2 AND 3, BLOCK 3 IS CURRENTLY BEING PROCESSED THROUGH THE CITY OF COLLEGE STATION.

**RIGHT OF WAY  
ABANDONMENT  
OF  
CRESCENT POINTE PARKWAY  
J. W. SCOTT SURVEY, A-49  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

SCALE: 1"=40' OCTOBER, 2008

PREPARED BY:  
KLING ENGINEERING & SURVEYING  
4101 TEXAS AV. + P.O. BOX 4234 + BRYAN, TEXAS + PH.979/846-6212



REVISED: NOVEMBER 26, 2007: ADDED 10' P.U.E. (SH.3) AND REMOVED DRAINAGE EASEMENT (SH.2).  
 REVISED: SEPTEMBER 26, 2007: PER STAFF COMMENTS NO. 2 - SEPTEMBER 26, 2007.  
 REVISED: SEPTEMBER 14, 2007: PER STAFF COMMENTS NO. 1 - SEPTEMBER 10, 2007.

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING
C1	93.23'	50.00'	106°48'48"	S 81°35'26"W-80.30'
C2	58.73'	955.00'	3°28'13"	N 70°58'11"E-58.72'
C3	143.38'	50.00'	164°17'53"	N 37°09'16"E-89.08'

SEE COVER SHEET FOR NOTES AND SIGNATURES.

Doc 00982640 Blk OR Vol 8343 Ps 181

**FINAL PLAT**  
 OF  
 LOT 2A, BLOCK 2  
 LOTS 2 & 3, BLOCK 3  
 CRESCENT POINT PHASE 4  
 AND A  
**REPLAT**  
 OF  
 LOT 1R & COMMON AREA  
 "E", BLOCK 2  
 LOT 5R, BLOCK 3  
 CRESCENT POINT PHASE 2  
 25.19 ACRES

J. W. SCOTT SURVEY, A-49  
 RICHARD CARTER SURVEY, A-8  
 COLLEGE STATION, BRAZOS COUNTY, TEXAS  
 SCALE: 1"=300' AUGUST, 2007  
 SHEET 3 OF 4

PREPARED BY:  
 KLING STUBBINS & SURVEYING  
 4101 TEXAS AV. + P.O. BOX 4834 + BRYAN, TEXAS + PH. 979/849-8212

M:\Land Projects\RE\TEXAS WORLD\Map\Crescent Point\Phase 4\Replat\Plat 2-3, Blk. 3 & Replat Plat 1R & Common Area E, Block 2, Lot 5R, Block 3, Crescent Point Phase 4 and A, Block 2, Lot 2A, Block 2, Lots 2 & 3, Block 3, Crescent Point Phase 4 and A, Block 2, Lot 5R, Block 3, Crescent Point Phase 2, 25.19 Acres, 11/28/2007 2:03:23 PM CST

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

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 493 SQUARE FOOT PORTION OF RIGHT-OF-WAY, WHICH IS LOCATED ON CRESCENT POINTE PARKWAY, 70 FOOT RIGHT-OF-WAY, 1.715 ACRE TRACT TWO, ACCORDING TO THE DEED FROM CRESCENT POINTE, LTD. TO THE CITY OF COLLEGE STATION, TEXAS, RECORDED IN VOLUME 6182, PAGE 193 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 493 square foot portion of right-of-way, which is located on Crescent Pointe Parkway, 70 foot right-of-way, 1.715 acre Tract Two, according to the deed from Crescent Pointe, Ltd. to the City of College Station, Texas, recorded in Volume 6182, Page 193 of the Deed Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (such portion hereinafter referred to as the "Right-of-Way"); and

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

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

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

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

PART 2: That the Right-of-Way as described in Exhibit "A" be abandoned and vacated by the City.

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

Page 2

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

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:

*Carla A. Robinson*  
\_\_\_\_\_  
City Attorney

208 Sq. Ft. Right-of-way Abandonment No. 1  
Crescent Pointe Parkway - Cul-de-sac  
J. W. Scott Survey, A-49  
College Station, Brazos County, Texas

Field notes of a 208 square foot tract or parcel of land, lying and being situated in the J. W. Scott Survey, Abstract No. 49, College Station, Brazos County, Texas, and being part of Crescent Pointe Parkway - 70' right-of-way - 1.715 acre - Tract Two, according to the deed from Crescent Pointe, Ltd. to the City of College Station, Texas, recorded in Volume 6182, Page 193, of the Official Records of Brazos County, Texas, and being more particularly described as follows:

**BEGINNING** at a ½" iron rod found marking the common corner between Common Area "A" - 1.90 acres, Private Drainage Facility, as shown on the plat of Crescent Pointe - Phase Three, recorded in Volume 7594, Page 10, of the Official Records of Brazos County, Texas, and Lot 2, Block 3, 10.36 acres, Crescent Pointe - Phase 4, according to the plat recorded in Volume 8343, Page 179, of the Official Records of Brazos County, Texas, said iron rod also being in a curve, concave to the southeast, having a radius of 50.00 feet;

THENCE Northeasterly along said curve, for an arc distance of 35.45 feet to a ½" iron rod set at the end of this curve, and in a curve concave to the northwest, having a radius of 25.00 feet, the chord bears N 48° 29' 14" E - 34.71 feet;

THENCE Southwesterly along said curve, for an arc distance of 28.43 feet to a ½" iron rod set at point of compound reverse curve, having a radius of 1035.00 feet, the chord bears S 40° 39' 42" W - 26.92 feet;

THENCE Southwesterly along said curve, for an arc distance of 8.84 feet to the **PLACE OF BEGINNING**, containing 208 square feet of land, more or less, the chord bears S 72° 59' 46" W - 8.84 feet.



Surveyed October 2008

By:

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

Prepared 10/09/08  
kes08-dvd\crescent pointe - 208sf right of way abandonment no. 1.wpd

285 Sq. Ft. Right-of-way Abandonment No. 2  
Crescent Pointe Parkway - Cul-de-sac  
J. W. Scott Survey, A-49  
College Station, Brazos County, Texas

Field notes of a 285 square foot tract or parcel of land, lying and being situated in the J. W. Scott Survey, Abstract No. 49, College Station, Brazos County, Texas, and being part of Crescent Pointe Parkway - 70' right-of-way - 1.715 acre - Tract Two, according to the deed from Crescent Pointe, Ltd. to the City of College Station, Texas, recorded in Volume 6182, Page 193, of the Official Records of Brazos County, Texas, and being more particularly described as follows:

**BEGINNING** at a 1/2" iron rod found marking the beginning of the cul-de-sac curve at the end of Crescent Pointe Parkway same being the beginning of a curve, concave to the southeast, having a radius of 965.00 feet;

**THENCE** along the proposed right-of-way extension of Crescent Pointe Parkway and the proposed right-of-way of Crescent Ridge Drive, as follows:

Northeasterly along said curve, for an arc distance of 13.12 feet to a 1/2" iron rod set at the beginning of a compound curve, having a radius of 25.00 feet, the chord bears N 73° 04' 10" E - 13.12 feet,

Southeasterly along said curve, for an arc distance of 29.26 feet, to a 1/2" iron rod set in the original 50' radius cul-de-sac of Crescent Pointe Parkway, same being a curve, concave to the north, having a radius of 50.00 feet, the chord bears S 73° 00' 30" E - 27.62 feet;

**THENCE** Westerly along the original 50' cul-de-sac curve of Crescent Pointe Parkway for an arc distance of 40.28 feet to the **PLACE OF BEGINNING**, containing 285 square feet of land, more or less, the chord bears N 83° 46' 25" W - 39.20 feet.



Surveyed October 2008

By:

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

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

Prepared 10/09/08  
kes08-dvd\crescent pointe - 285sf right of way abandonment no. 2.wpd

KLING ENGINEERING AND SURVEYING  
BRYAN, TEXAS



208 Sq. Ft. Right-of-way Abandonment No. 1  
Crescent Pointe Parkway - Cul-de-sac  
J. W. Scott Survey, A-49  
College Station, Brazos County, Texas

Field notes of a 208 square foot tract or parcel of land, lying and being situated in the J. W. Scott Survey, Abstract No. 49, College Station, Brazos County, Texas, and being part of Crescent Pointe Parkway - 70' right-of-way - 1.715 acre - Tract Two, according to the deed from Crescent Pointe, Ltd. to the City of College Station, Texas, recorded in Volume 6182, Page 193, of the Official Records of Brazos County, Texas, and being more particularly described as follows:

**BEGINNING** at a ½" iron rod found marking the common corner between Common Area "A" - 1.90 acres, Private Drainage Facility, as shown on the plat of Crescent Pointe - Phase Three, recorded in Volume 7594, Page 10, of the Official Records of Brazos County, Texas, and Lot 2, Block 3, 10.36 acres, Crescent Pointe - Phase 4, according to the plat recorded in Volume 8343, Page 179, of the Official Records of Brazos County, Texas, said iron rod also being in a curve, concave to the southeast, having a radius of 50.00 feet;

THENCE Northeasterly along said curve, for an arc distance of 35.45 feet to a ½" iron rod set at the end of this curve, and in a curve concave to the northwest, having a radius of 25.00 feet, the chord bears N 48° 29' 14" E - 34.71 feet;

THENCE Southwesterly along said curve, for an arc distance of 28.43 feet to a ½" iron rod set at point of compound reverse curve, having a radius of 1035.00 feet, the chord bears S 40° 39' 42" W - 26.92 feet;

THENCE Southwesterly along said curve, for an arc distance of 8.84 feet to the **PLACE OF BEGINNING**, containing 208 square feet of land, more or less, the chord bears S 72° 59' 46" W - 8.84 feet.



Surveyed October 2008

By:

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

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

Prepared 10/09/08  
kes08-dvd\crescent pointe - 208sf right of way abandonment no. 1.wpd

285 Sq. Ft. Right-of-way Abandonment No. 2  
Crescent Pointe Parkway - Cul-de-sac  
J. W. Scott Survey, A-49  
College Station, Brazos County, Texas

Field notes of a 285 square foot tract or parcel of land, lying and being situated in the J. W. Scott Survey, Abstract No. 49, College Station, Brazos County, Texas, and being part of Crescent Pointe Parkway - 70' right-of-way - 1.715 acre - Tract Two, according to the deed from Crescent Pointe, Ltd. to the City of College Station, Texas, recorded in Volume 6182, Page 193, of the Official Records of Brazos County, Texas, and being more particularly described as follows:

**BEGINNING** at a ½" iron rod found marking the beginning of the cul-de-sac curve at the end of Crescent Pointe Parkway same being the beginning of a curve, concave to the southeast, having a radius of 965.00 feet;

THENCE along the proposed right-of-way extension of Crescent Pointe Parkway and the proposed right-of-way of Crescent Ridge Drive, as follows:

Northeasterly along said curve, for an arc distance of 13.12 feet to a ½" iron rod set at the beginning of a compound curve, having a radius of 25.00 feet, the chord bears N 73° 04' 10" E - 13.12 feet,

Southeasterly along said curve, for an arc distance of 29.26 feet, to a ½" iron rod set in the original 50' radius cul-de-sac of Crescent Pointe Parkway, same being a curve, concave to the north, having a radius of 50.00 feet, the chord bears S 73° 00' 30" E - 27.62 feet;

THENCE Westerly along the original 50' cul-de-sac curve of Crescent Pointe Parkway for an arc distance of 40.28 feet to the **PLACE OF BEGINNING**, containing 285 square feet of land, more or less, the chord bears N 83° 46' 25" W - 39.20 feet.



Surveyed October 2008

By:

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

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

Prepared 10/09/08  
kes08-dvd/crescent pointe - 285sf right of way abandonment no. 2.wpd

08-213

**Exhibit A: Sheet 3 of 3**

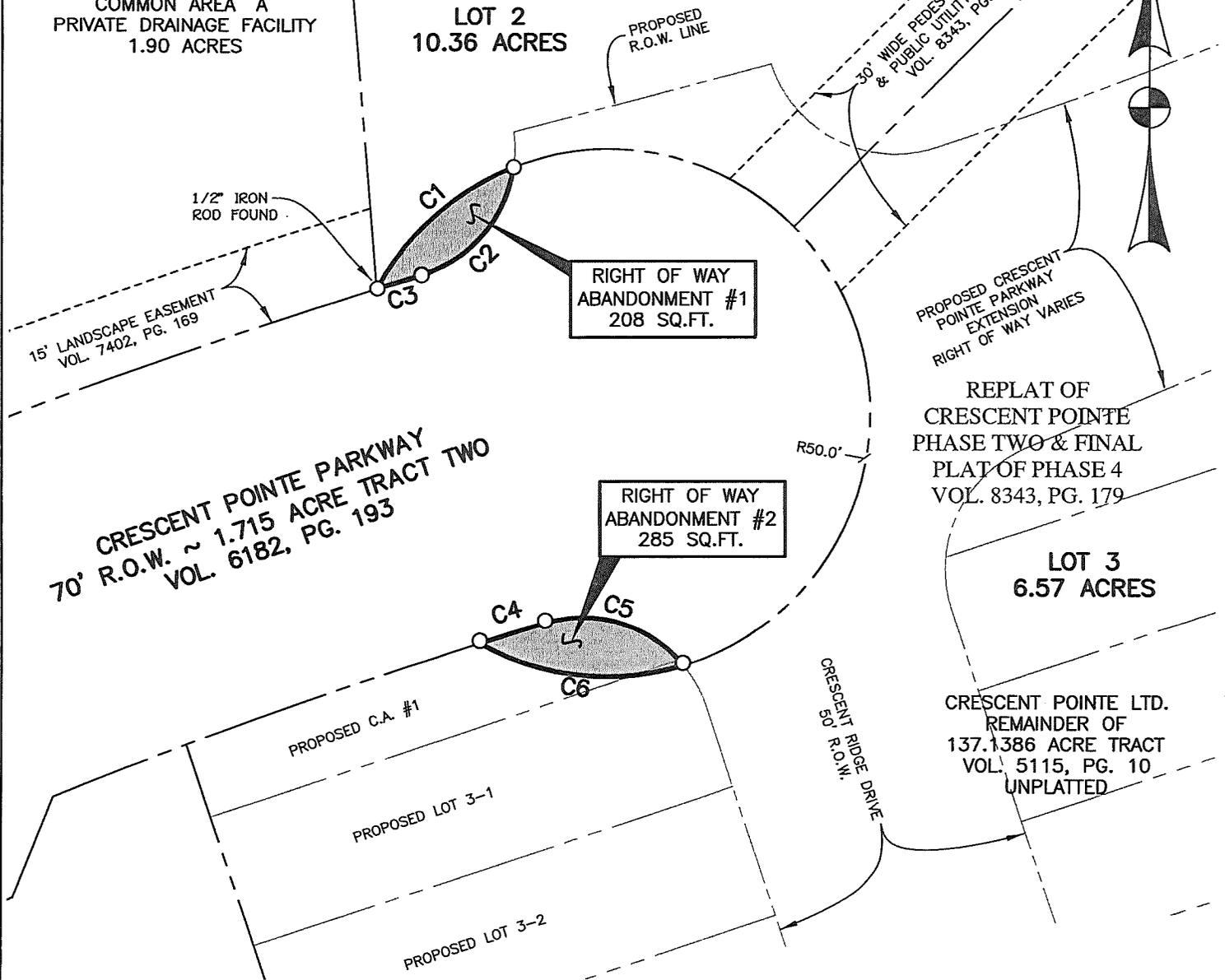
CRESCENT POINTE  
PHASE THREE  
VOL. 7594, PG. 10

COMMON AREA "A"  
PRIVATE DRAINAGE FACILITY  
1.90 ACRES

CRESCENT POINTE LTD.  
REMAINDER OF  
137.1386 ACRE TRACT  
VOL. 5115, PG. 10  
UNPLATTED

SCALE: 1"=30'

LOT 2  
10.36 ACRES



CRESCENT POINTE PARKWAY  
70' R.O.W. ~ 1.715 ACRE TRACT TWO  
VOL. 6182, PG. 193

LOT 3  
6.57 ACRES

CRESCENT POINTE LTD.  
REMAINDER OF  
137.1386 ACRE TRACT  
VOL. 5115, PG. 10  
UNPLATTED

**CURVE TABLE:  
RIGHT OF WAY ABANDONMENT #1**

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING
C1	35.45'	50.00'	40°37'25"	N 48°29'14"E ~ 34.71'
C2	28.43'	25.00'	65°09'29"	S 40°39'42"W ~ 26.92'
C3	8.84'	1035.00'	0°29'21"	S 72°59'46"W ~ 8.84'

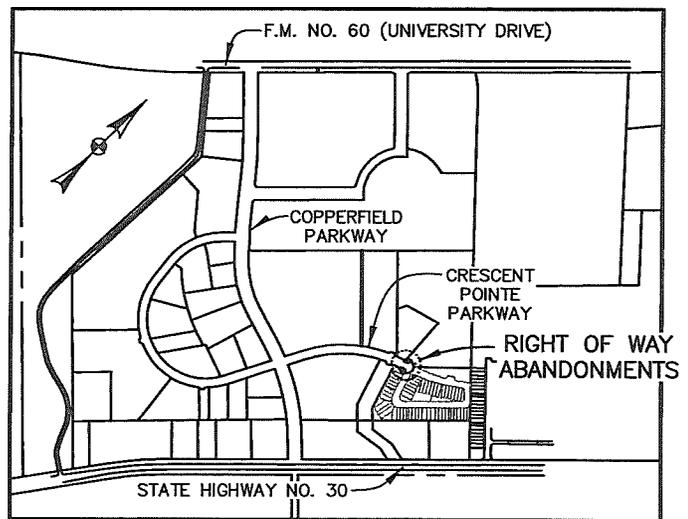
**CURVE TABLE:  
RIGHT OF WAY ABANDONMENT #2**

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING
C4	13.12'	965.00'	0°46'44"	N 73°04'10"E ~ 13.12'
C5	29.26'	25.00'	67°03'57"	S 73°00'30"E ~ 27.62'
C6	40.28'	50.00'	46°09'16"	N 83°46'25"W ~ 39.20'

**NOTES:**

1. THE BASIS OF BEARINGS IS TRUE NORTH DETERMINED BY SOLAR OBSERVATION AND CALCULATED BY USING THE HOUR ANGLE METHOD, WHILE OBSERVING AT LATITUDE: 30°38'45", LONGITUDE: 96°17'11" ON NOVEMBER 8, 1996, USING THREE DIRECT AND THREE REVERSE POSITIONS WITH ROELOF'S PRISM.

2. A REPLAT OF LOTS 2 AND 3, BLOCK 3 IS CURRENTLY BEING PROCESSED THROUGH THE CITY OF COLLEGE STATION.



**VICINITY MAP**  
NOT TO SCALE

**RIGHT OF WAY  
ABANDONMENT  
OF**

**CRESCENT POINTE PARKWAY**  
J. W. SCOTT SURVEY, A-49  
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1"=30' OCTOBER, 2008

PREPARED BY:

KLING ENGINEERING & SURVEYING

4101 TEXAS AV. + P.O. BOX 4234 + BRYAN, TEXAS + PH. 979/846-6212

SURVEYED: OCTOBER, 2008

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



XREF:

KLING ENGINEERING & SURVEYING  
BRYAN, TEXAS

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

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.30 ACRE, 30 FOOT WIDE PEDESTRIAN WALKWAY AND PUBLIC UTILITY EASEMENT, WHICH IS LOCATED ON LOT 2 AND 3 OF BLOCK 3 OF THE CRESCENT POINTE PHASE 4 SUBDIVISION ACCORDING TO THE PLAT RECORDED IN VOLUME 8343, PAGE 179, 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 0.30 acre, 30 foot wide Pedestrian Walkway and Public Utility Easement, which is located on Lot 2 and 3 of Block 3 of the Crescent Pointe Phase 4 Subdivision according to the plat recorded in Volume 8343, Page 179, 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. 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:

*Carlo A. Robinson*  
\_\_\_\_\_  
City Attorney

Exhibit A  
Sheet 1 of 2

Easement Abandonment of  
30' Wide Pedestrian Walkway  
& Public Utility Easement  
Replat of Crescent Pointe Phase Two  
& Final Plat of Phase 4  
Vol. 8343, Pg. 179  
J. W. Scott Survey, A-49  
College Station, Brazos County, Texas

Field notes of a 30' strip or parcel of land, lying and being situated in the J. W. Scott Survey, Abstract No. 49, College Station, Brazos County, Texas, and being part of Lot 2, (10.36 acres), Block 3, and Lot 3, (6.57 acres), Block 3, Final Plat of Crescent Pointe, Phase 4, according to the plat recorded in Volume 8343, Page 179, of the Official Records of Brazos County, Texas, and being more particularly described as follows:

**BEGINNING** at a ½" iron rod found at the common corner between the beforementioned Lot 2 and Lot 3, Block 3, same being in the cul-de-sac curve of Crescent Pointe Parkway, as described in the right-of-way deed to the City of College Station, being 1.715 acre - Tract Two, according to the deed recorded in Volume 6182, Page 192, of the Official Records of Brazos County, Texas, said cul-de-sac curve having a radius of 50.00 feet;

THENCE Northwesterly along the Crescent Pointe Parkway cul-de-sac, for an arc distance of 15.23 feet to a 60d nail set, the chord bears N 53° 43' 24" W - 15.18 feet;

THENCE N 45° 00' 20" E parallel to and 15 feet northwest of the common line between the beforementioned Lot 2 and Lot 3, Block 3, for a distance of 443.16 feet, to a 60d nail set in the southwest line of a 10' public utility easement, as shown on the beforementioned Final Plat of Crescent Pointe, Phase 4;

THENCE S 44° 59' 40" E along the southwest line of the beforementioned 10' public utility easement, same being parallel to and 10 feet southwest of the common line between the beforementioned Lot 2 and Lot 3, Block 3 and the 98.202 acre tract described in the deed to The Summit Crossing, LLC, according to the deed recorded in Volume 7541, Page 214, of the Official Records of Brazos County, Texas, for a distance of 30.00 feet to a 60d nail set;

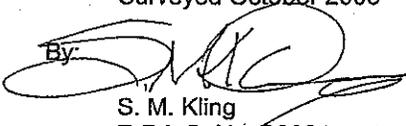
THENCE S 45° 00' 20" W parallel to and 15 feet southeast of the common line between the beforementioned Lot 2 and Lot 3, Block 3, for a distance of 443.16 feet to a 60d nail set in the Crescent Pointe Parkway cul-de-sac curve, having a radius of 50.00 feet;

THENCE Northwesterly along the Crescent Pointe Parkway cul-de-sac curve, for an arc distance of 15.23 feet to the **PLACE OF BEGINNING**, containing 0.30 acre of land, more or less, the chord bears N 36° 15' 56" W - 15.18 feet.



Surveyed October 2008

By:

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

Prepared 10/16/08  
kes08-dvd\crescent pointe 30' wide pue and ped walk.wpd

**CRESCENT POINTE  
PHASE THREE  
VOL. 7594, PG. 10**  
**COMMON AREA "A"  
PRIVATE DRAINAGE FACILITY  
1.90 ACRES**

**Exhibit A  
Sheet 2 of 2**

**CURVE TABLE:**

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING
C1	15.23'	50.00'	172°27'27"	N 53°43'24"W ~15.18'
C2	15.23'	50.00'	172°27'27"	N 36°15'56"W ~15.18'

**LINE TABLE:**

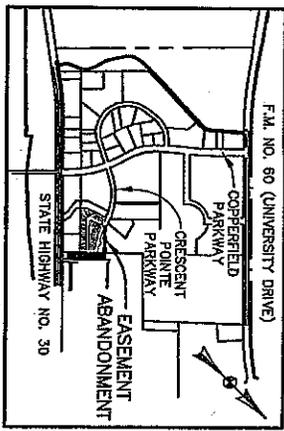
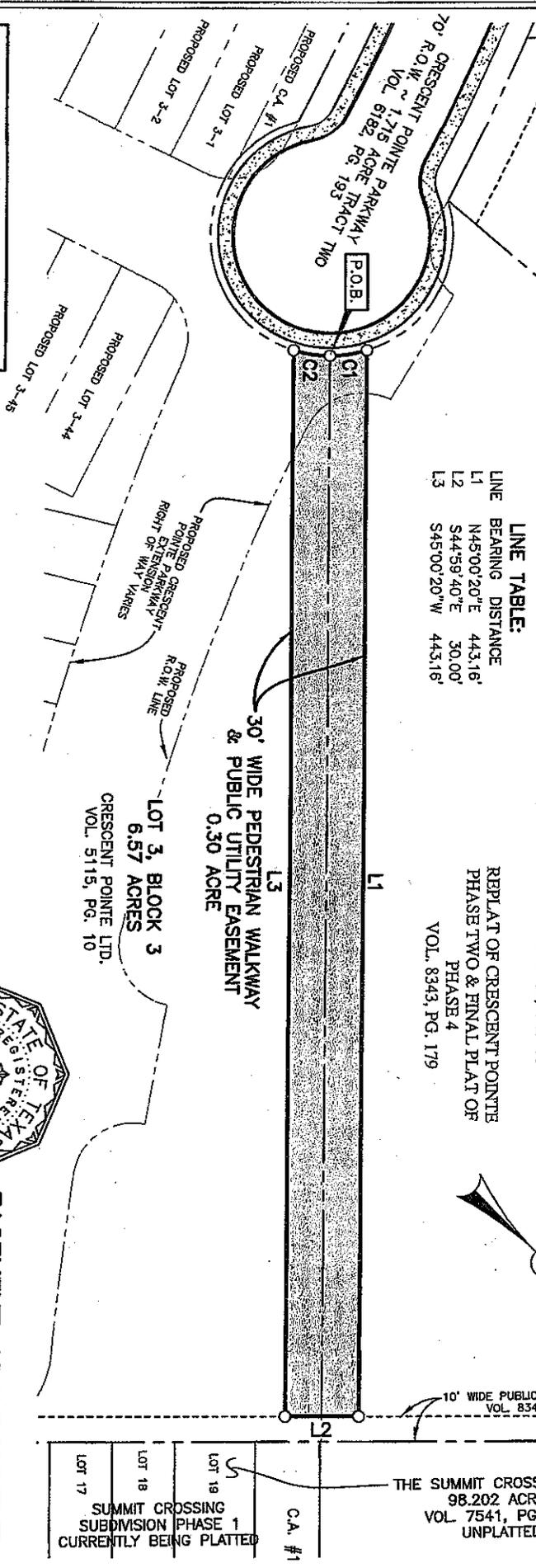
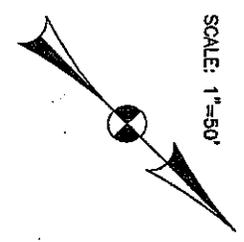
LINE	BEARING	DISTANCE
L1	N45°00'20"E	443.16'
L2	S44°59'40"E	30.00'
L3	S45°00'20"W	443.16'

**LOT 2, BLOCK 3  
10.36 ACRES**  
CRESCENT POINTE LTD.  
VOL. 5115, PG. 10

**LOT 3, BLOCK 3  
6.57 ACRES**  
CRESCENT POINTE LTD.  
VOL. 5115, PG. 10

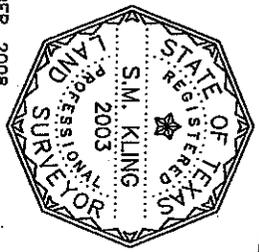
**REPLAT OF CRESCENT POINTE  
PHASE TWO & FINAL PLAT OF  
PHASE 4**  
VOL. 8343, PG. 179

SCALE: 1"=50'



**VICINITY MAP**  
NOT TO SCALE

- NOTES:**
1. THE BASIS OF BEARINGS IS TRUE NORTH DETERMINED BY SOLAR OBSERVATION AND CALCULATED BY USING THE HOUR ANGLE METHOD, WHILE OBSERVING AT LATITUDE: 30°38'45" LONGITUDE: 98°17'11" ON NOVEMBER 9, 1986, USING THREE DIRECT AND THREE REVERSE POSITIONS WITH REOLOF'S PRISM.
  2. CURRENT TITLE APPEARS TO BE VESTED IN CRESCENT POINTE LTD. BY VIRTUE OF DEED RECORDED IN VOL. 5115, PG. 10 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.
  3. A REPLAT OF LOTS 2 AND 3, BLOCK 3 IS CURRENTLY BEING PROCESSED THROUGH THE CITY OF COLLEGE STATION.



SURVEYED: OCTOBER, 2008

BY: *[Signature]*  
S.M. KLING R.P.L.S. NO. 2003

**EASEMENT ABANDONMENT**  
OF  
**30' WIDE PEDESTRIAN WALKWAY  
& PUBLIC UTILITY EASEMENT**  
VOL. 8343, PG. 179  
J. W. SCOTT SURVEY, A-49  
COLLEGE STATION, BRAZOS COUNTY, TEXAS  
SCALE: 1"=50' OCTOBER, 2008

PREPARED BY:  
KLING ENGINEERING & SURVEYING  
4101 TEXAS AVE. + P.O. BOX 4234 + BRYAN, TEXAS + 77803-8592 13

THE SUMMIT CROSSING, LLC.  
98,202 ACRES  
VOL. 7541, PG. 214  
UNPLATTED

LOT 18  
LOT 19  
LOT 17

SUMMIT CROSSING  
SUBDIVISION PHASE 1  
CURRENTLY BEING PLATTED

Easement Abandonment of  
30' Wide Pedestrian Walkway  
& Public Utility Easement  
Replat of Crescent Pointe Phase Two  
& Final Plat of Phase 4  
Vol. 8343, Pg. 179  
J. W. Scott Survey, A-49  
College Station, Brazos County, Texas

Field notes of a 30' strip or parcel of land, lying and being situated in the J. W. Scott Survey, Abstract No. 49, College Station, Brazos County, Texas, and being part of Lot 2, (10.36 acres), Block 3, and Lot 3, (6.57 acres), Block 3, Final Plat of Crescent Pointe, Phase 4, according to the plat recorded in Volume 8343, Page 179, of the Official Records of Brazos County, Texas, and being more particularly described as follows:

**BEGINNING** at a ½" iron rod found at the common corner between the beforementioned Lot 2 and Lot 3, Block 3, same being in the cul-de-sac curve of Crescent Pointe Parkway, as described in the right-of-way deed to the City of College Station, being 1.715 acre - Tract Two, according to the deed recorded in Volume 6182, Page 192, of the Official Records of Brazos County, Texas, said cul-de-sac curve having a radius of 50.00 feet;

THENCE Northwesterly along the Crescent Pointe Parkway cul-de-sac, for an arc distance of 15.23 feet to a 60d nail set, the chord bears N 53° 43' 24" W - 15.18 feet;

THENCE N 45° 00' 20" E parallel to and 15 feet northwest of the common line between the beforementioned Lot 2 and Lot 3, Block 3, for a distance of 443.16 feet, to a 60d nail set in the southwest line of a 10' public utility easement, as shown on the beforementioned Final Plat of Crescent Pointe, Phase 4;

THENCE S 44° 59' 40" E along the southwest line of the beforementioned 10' public utility easement, same being parallel to and 10 feet southwest of the common line between the beforementioned Lot 2 and Lot 3, Block 3 and the 98.202 acre tract described in the deed to The Summit Crossing, LLC, according to the deed recorded in Volume 7541, Page 214, of the Official Records of Brazos County, Texas, for a distance of 30.00 feet to a 60d nail set;

THENCE S 45° 00' 20" W parallel to and 15 feet southeast of the common line between the beforementioned Lot 2 and Lot 3, Block 3, for a distance of 443.16 feet to a 60d nail set in the Crescent Pointe Parkway cul-de-sac curve, having a radius of 50.00 feet;

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Surveyed October 2008

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

Prepared 10/16/08  
kes08-dvd\crescent pointe 30' wide pue and ped walk.wpd

*Exhibit A*  
*Sheet 2 of 2*

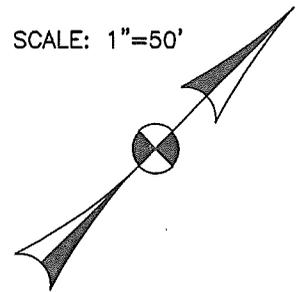
CRESCENT POINTE  
PHASE THREE  
VOL. 7594, PG. 10  
COMMON AREA "A"  
PRIVATE DRAINAGE FACILITY  
1.90 ACRES

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LOT 2, BLOCK 3  
10.36 ACRES  
CRESCENT POINTE LTD.  
VOL. 5115, PG. 10

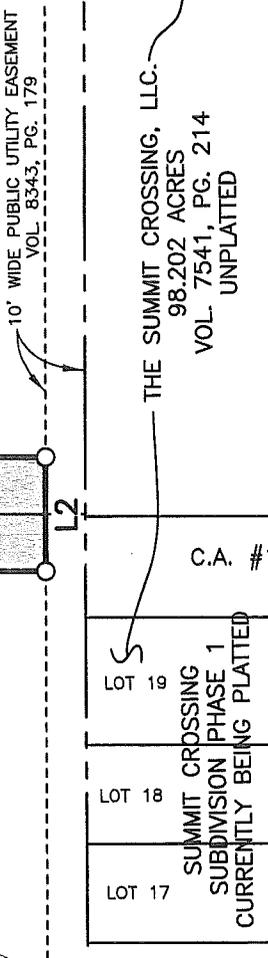
SCALE: 1"=50'



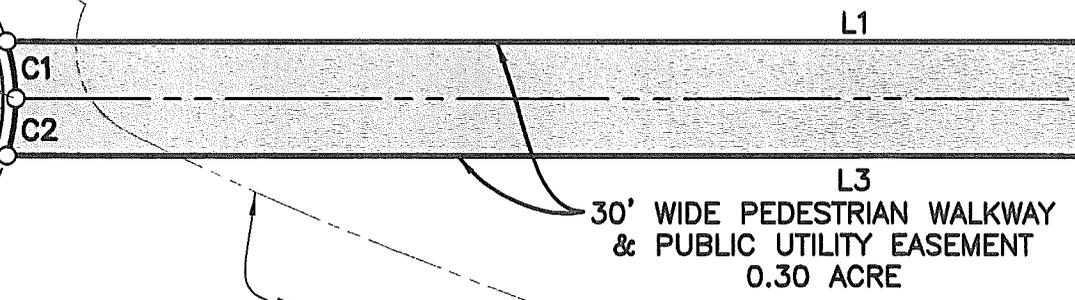
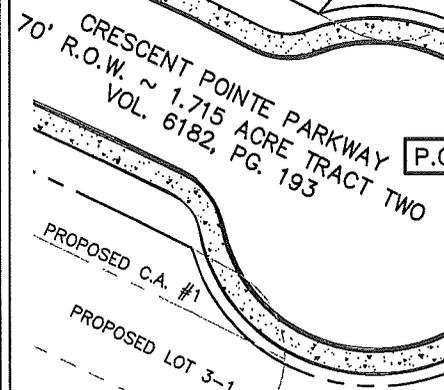
**LINE TABLE:**

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L1	N45°00'20"E	443.16'
L2	S44°59'40"E	30.00'
L3	S45°00'20"W	443.16'

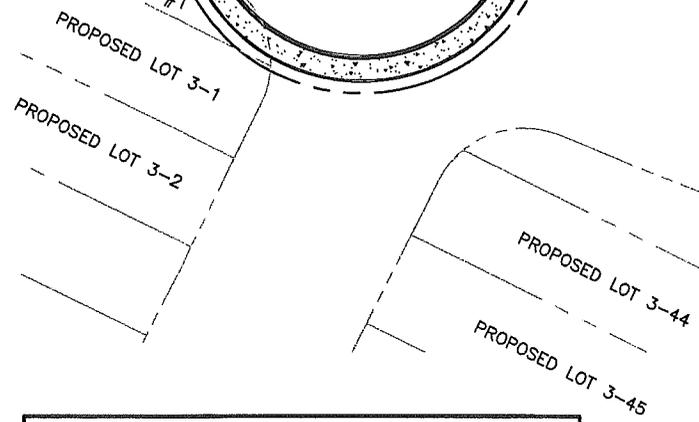
REPLAT OF CRESCENT POINTE  
PHASE TWO & FINAL PLAT OF  
PHASE 4  
VOL. 8343, PG. 179



KING ENGINEERING & SURVEYING  
BRYAN, TEXAS

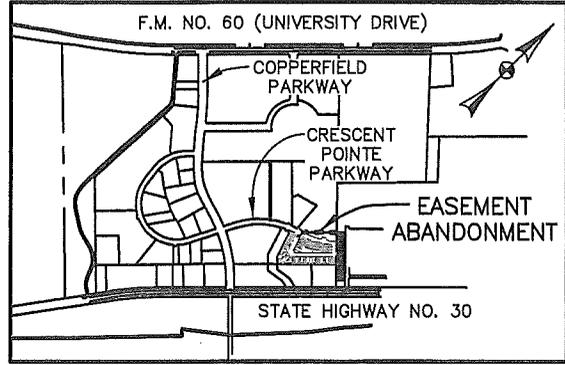


LOT 3, BLOCK 3  
6.57 ACRES  
CRESCENT POINTE LTD.  
VOL. 5115, PG. 10



SURVEYED: OCTOBER, 2008

**EASEMENT ABANDONMENT**  
OF  
**30' WIDE PEDESTRIAN WALKWAY  
& PUBLIC UTILITY EASEMENT**  
VOL. 8343, PG. 179  
J. W. SCOTT SURVEY, A-49  
COLLEGE STATION, BRAZOS COUNTY, TEXAS  
SCALE: 1"=50' OCTOBER, 2008



**VICINITY MAP**  
NOT TO SCALE

- NOTES:**
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  2. CURRENT TITLE APPEARS TO BE VESTED IN CRESCENT POINTE LTD. BY VIRTUE OF DEED RECORDED IN VOL. 5115, PG. 10 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.
  3. A REPLAT OF LOTS 2 AND 3, BLOCK 3 IS CURRENTLY BEING PROCESSED THROUGH THE CITY OF COLLEGE STATION.

BY: *[Signature]*  
S.M. KLING R.P.L.S. NO. 2003

PREPARED BY:  
KING ENGINEERING & SURVEYING  
4101 TEXAS AV. + P.O. BOX 4234 + BRYAN, TEXAS + PH. 979/846-6212 13

**December 11, 2008  
Regular Agenda Item No. 4  
Crescent Pointe Rezoning**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Public hearing, presentation, possible action, and discussion on an ordinance rezoning 1.19 acres at 2520 Crescent Pointe Parkway from A-P Administrative Professional to R-4 Multi-family.

**Recommendation(s):** The Planning and Zoning Commission will hear this item at their December 4<sup>th</sup> meeting. Staff is recommending approval.

**Summary:** Staff used the following Review Criteria to evaluate the request:

1. **Consistency with the Comprehensive Plan:** The Land Use Plan designates this area as Planned Development. The property was included in area 4A of the 30/60 Small Area Plan which originally identified this area for Mixed-Use and made the following statement:
  - a. The area should be reflected as mixed use, with an emphasis on uses such as office, commercial, clean industrial and higher density single family and multifamily housing. Low density housing should be discouraged. Housing that appeals to professionals should be encouraged. The PDD district could be used to facilitate design innovation and more intense commercial uses. Standard zoning districts that permit high density single family, multi-family, clean industrial, offices and commercial uses that are conducive to tourism would also be appropriate in this area.

In March 2003, the Mixed Use Opportunity Study changed the Mixed Use Designation in this area to Planned Development, which it has since retained.

A Master Plan was approved in 2006, showing office and multi-family/townhome for this area. The subsequent rezoning for the subdivision was based on the preliminary plat, which included a large detention facility that separated the office from the residential along this block. When the property was final platted and the pond was appropriately sized, the common area for that drainage facility was reduced by 1.19 acres. The reduction in size of the common area for the detention pond created an area of A-P Administrative Professional on the east side of the drainage facility, which is proposed for townhomes on the Master Plan. Staff considers the rezoning to be in compliance with the Comprehensive Plan and the intent of the Master Plan.

2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The east side of the Crescent Pointe subdivision is largely undeveloped. The one developed property is at the northeast corner of the intersection of Copperfield Parkway and Crescent Pointe Parkway is R-4 Multi-family and developed as the Crescent Pointe Apartments. The property east of Crescent Pointe subdivision is Summit Crossing which is zoned PDD Planned

Development for a mix of townhomes and duplexes. The present zoning is compatible as an adjacent land use to apartment.

3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The property was recently replatted as part of a townhome development at the east end of Crescent Pointe Parkway. This rezoning would make those lots developable as such.
4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The property was recently replatted for townhomes and would not be suitable for office uses due to the small lot size.
5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** As stated previously, the property was recently replatted with the intent of creating townhome lots. While the lots meet the minimum criteria for A-P Administrative Professional, they are small and may not be marketable for office development.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** The existing infrastructure built for the Crescent Pointe Subdivision includes an 8-inch water line and a 12-inch sewer line along Crescent Pointe Parkway that will adequately serve this development. Regional detention facilities are provided across the development to handle stormwater. Additionally, the plat for this development shows 12 lots for townhomes on the 1.19 acres, which will have an impact of approximately 71 trips per day. Crescent Pointe Parkway is built to a collector standard and can carry up to 5,000 trips per day.

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

**Attachments:**

1. Background Information
2. Draft Planning and Zoning Commission Minutes, December 4, 2008 (provided at Council meeting)
3. Ordinance

## BACKGROUND INFORMATION

### NOTIFICATIONS

Advertised Commission Hearing Date: December 4, 2008

Advertised Council Hearing Dates: December 11, 2008

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

None

Property owner notices mailed: 1

Contacts in support: 0

Contacts in opposition: 0

Inquiry contacts: 0

### ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North			Crescent Pointe Parkway
South	Planned Development	C-1, General Commercial	Vacant
East	Planned Development	A-P, Administrative Professional	Drainage Facility
West	Planned Development	R-4, Multi-Family	Vacant

### DEVELOPMENT HISTORY

**Annexation:** 1979

**Zoning:** A-P Administrative Professional from M-1 Light Industrial (2006)

**Preliminary Plat:** Crescent Pointe Subdivision, 2008

**Final Plat:** Crescent Pointe Subdivision, Phase 4, 2008

**Site Development:** Vacant

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

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

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

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

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

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

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED:

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

**EXHIBIT "A"**

That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from A-P, Administrative Professional to R-4, Multi-Family:

BEING A 1.19 ACRE TRACT OR PARCEL OF LAND, LYING AND BEING SITUATED IN THE J.W. SCOTT SURVEY, ABSTRACT NO. 49, COLLEGE STATION, BRAZOS COUNTY, TEXAS, AND BEING A PART OF LOT 3, BLOCK 3 – 6.57 ACRES, CRESCENT POINTE PHASE 4, ACCORDING TO THE PLAT RECORDED IN VOLUME 8343, PAGE 179, OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, AND SAID 1.19 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS SHOWN IN EXHIBIT "B", AND GRAPHICALLY SHOWN IN EXHIBIT "C".

**EXHIBIT "B"**

Rezoning Request  
A-P to R-4  
1.19 Acres - Part of Lot 3, Block 3  
Crescent Pointe Phase 4  
J. W. Scott Survey, A-49  
College Station, Brazos County, Texas

Field notes of a 1.19 acre tract or parcel of land, lying and being situated in the J. W. Scott Survey, Abstract No. 49, College Station, Brazos County, Texas, and being a part of Lot 3, Block 3 - 6.57 acres, Crescent Pointe Phase 4, according to the plat recorded in Volume 8343, Page 179, of the Official Records of Brazos County, Texas, and said 1.19 acre tract being more particularly described as follows:

**BEGINNING** at a 1/2" iron rod found marking the common corner between the beforementioned Lot 3, Block 3 and the Common Area "B" Private Drainage Facility - 1.34 acres as shown on the plat of Crescent Pointe Phase Three, recorded in Volume 7594, Page 10, of the Official Records of Brazos County, Texas, said 1/2" iron rod also being in the south right-of-way line of Crescent Pointe Parkway - 70' right-of-way, as described in the deed to the City of College Station, recorded in Volume 6182, Page 193, of the Official Records of Brazos County, Texas, same being a curve concave to the south, having a radius of 965.00 feet;

THENCE along the south right-of-way line of the beforementioned Crescent Pointe Parkway, as follows:

Easterly along said curve for an arc distance of 58.73 feet to a 1/2" iron rod found marking the beginning of a 50' radius cul-de-sac curve, concave to the north, the chord bears N 70° 56' 11" E - 58.72 feet,

Easterly along said curve for an arc distance of 41.03 feet to a 60d nail set, the chord bears S 84° 12' 19" E - 39.89 feet;

THENCE S 17° 42' 51" E for a distance of 172.04 feet to a 60d nail set;

THENCE S 45° 37' 33" E for a distance of 216.14 feet to a 60d nail set in the southeast line of the beforementioned Lot 3, Block 3;

THENCE S 44° 22' 27" W along the southeast line of the beforementioned Lot 3, Block 3, for a distance of 166.93 feet to a 1/2" iron rod found marking the south corner of the said Lot 3, Block 3 and in the east line of the beforementioned Common Area "B" Private Drainage Facility;

THENCE along the common line between the beforementioned Common Area "B" Private Drainage Facility and Lot 3, Block 3, as follows:

N 45° 48' 49" W for a distance of 93.59 feet to a 1/2" iron rod found,

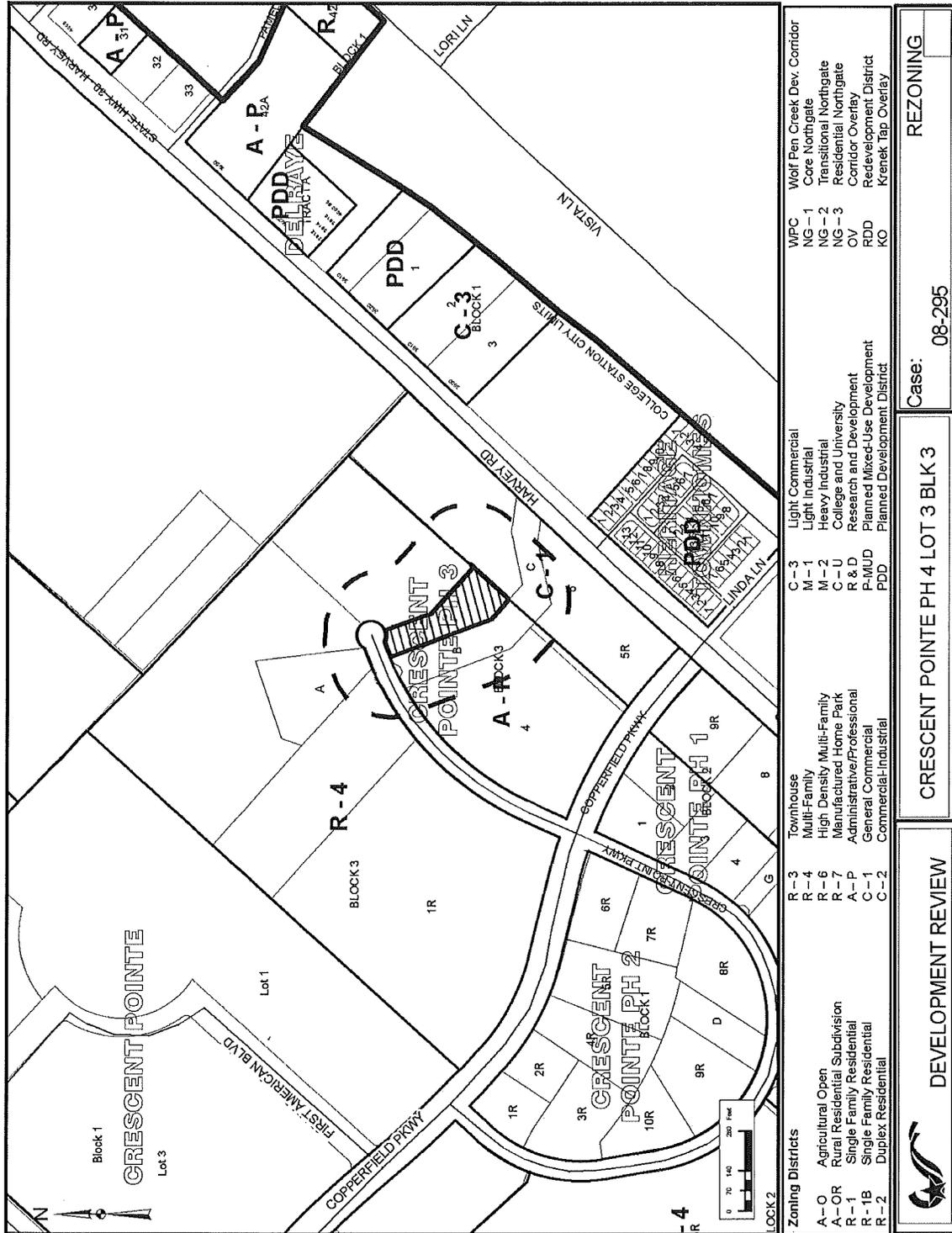
N 18° 27' 39" W for a distance of 373.18 feet to the **PLACE OF BEGINNING**, containing 1.19 acres of land, more or less.



Surveyed October 2008

By: *S. M. Kling*  
S. M. Kling  
R.P.L.S. No. 2003,

EXHIBIT "C"



Zoning Districts	Wolf Pen Creek Dev. Corridor
A-O	WPC
A-OR	NG-1
R-1	NG-2
R-1B	NG-3
R-2	OV
	RDD
	KO

Development Review	Rezoning
DEVELOPMENT REVIEW	REZONING

Case: 08-295

CRESCENT POINTE PH 4 LOT 3 BLK 3

**December 11, 2008**  
**Regular Agenda Item No. 5**  
**Comprehensive Plan Amendment for William D. Fitch Parkway and Barron Road**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Public hearing, presentation, possible action and discussion regarding a Comprehensive Land Use Plan Amendment from Single Family Medium Density to Neighborhood Retail for 8.4 acres generally located at the northwest corner of William D. Fitch Parkway and Barron Road.

**Recommendation(s):** The Planning and Zoning Commission unanimously recommended denial of this amendment at their November 20, 2008 meeting. Staff also recommended denial.

**Summary:**

**REVIEW CRITERIA**

- 1. Changed or changing conditions in the subject area or the City:** In accordance with the Comprehensive Land Use Plan, southern College Station has experienced a large amount of residential development in the past decade, including the Castlegate, Castlerock, and Edelweiss Gartens subdivisions. Much of this development can be attributed to the development of William D. Fitch Parkway, which was also built according to the Comprehensive Plan and finished construction in January 2006.

To the west of William D. Fitch, some property in the area has been amended in recent years to reflect an increasing single family density on the plan, including the Southern Trace subdivision to the west of the subject property, the BCS Development tract to the east, and the developing Aspen Heights subdivision across FM 2154, but the area has remained largely low density.

Commercial property has been planned in southern College Station to serve the area and region. Approximately a mile west on William D. Fitch is the already developed Rock Prairie Business Center on Wellborn Road. To the east on William D. Fitch, from Victoria to the highway, are hundreds of acres planned for Regional Retail and zoned C-1 General Commercial. About a third mile east on William D. Fitch—at the intersection with Victoria—is a tract already zoned for C-3 Light Commercial. Across William D. Fitch on Barron are approximately five acres identified as Neighborhood Retail, three of which are already zoned C-3 Light Commercial.

- 2. Compatibility with the remainder of the Comprehensive Plan:** The request seems to be in conflict with a couple of aspects of the Comprehensive Plan. The Comprehensive Plan defines Neighborhood Retail as:

Areas permitting neighborhood-scale development of tax-generating developments such as small retail centers, service commercial, restaurants, etc. These uses are generally dependent on good access to local arterials.

The good access to arterials is important as these uses are usually found between neighborhoods to serve their purpose and maximize their success, and arterials typically

serve on the periphery of subdivisions. The Comprehensive Plan also encourages the location of Neighborhood Commercial as infill between neighborhoods. While the subject property is located on what is planned to be an arterial, Barron Road south of William D. Fitch is currently not built to that standard. The only residential developments along the stretch of Barron Road between William D. Fitch and FM 2154 are rural in nature. The Southern Trace subdivision (the medium-density residential to the west) does not have a right-of-way connection to the property. The subject property would most likely be relying on traffic from William D. Fitch. Because William D. Fitch is currently a pair of one-way frontage roads in this area, neighborhoods that would access the property via Fitch would have to take circuitous routes that would in most cases take them by properties already developed or zoned for commercial, or they could reach already developed commercial as easily. While a Comprehensive Plan is supposed to project land use and associated needs for the next 20 years, in reality, the current Comprehensive Plan has an expectancy of less than one year. The property in question does not seem to currently have a residential density around it which to serve.

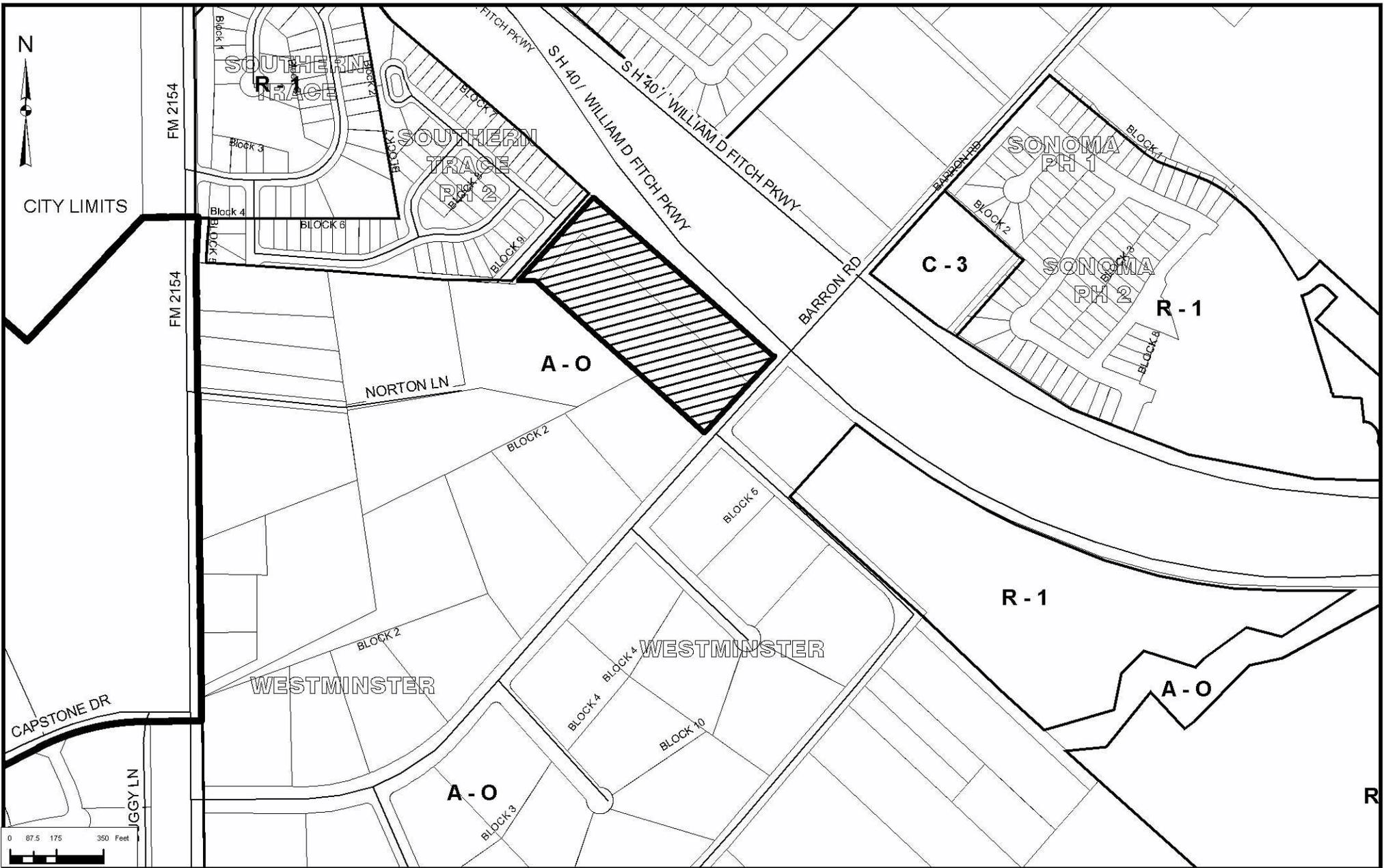
One way the vision of the Comprehensive Plan is implemented is through the application of the Unified Development Ordinance (UDO). The appropriate zoning classification for a property identified as Neighborhood Retail would be C-3 Light Commercial. The UDO limits the size of a C-3 district and any adjacent C-3 districts to a combined total of five acres. Even if identified on the Land Use Plan as Neighborhood Retail, the subject property could not be zoned for such uses.

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

**Attachments:**

1. Aerial
2. Small Area Map
3. P&Z Minutes
4. Ordinance





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



**MINUTES**  
**PLANNING AND ZONING COMMISSION**  
**Regular Meeting**  
**Thursday, November 20, 2008**  
**at 7:00 p.m.**  
**City Hall Council Chambers**  
**1101 Texas Avenue**  
**College Station, Texas**

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

**COMMISSIONERS ABSENT:** Bill Davis

**CITY COUNCIL MEMBERS PRESENT:** None

**CITY STAFF PRESENT:** Senior Planner Jennifer Prochazka, Staff Planners Jason Schubert, Lauren Hovde and Matt Robinson, Graduate Civil Engineer Erika Bridges, Assistant City Engineer Josh Norton, Senior Assistant City Engineer Carol Cotter, Planning Administrator Molly Hitchcock, 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

13. Public hearing, presentation, possible action and discussion regarding a Comprehensive Land Use Plan Amendment from Single Family-Medium Density to Neighborhood Retail for 8.4 acres generally located at the northwest corner of William D. Fitch Parkway and Barron Road. **Case #08-00500255 (MH)**

Molly Hitchcock, Planning Administrator, presented the Comprehensive Land Use Plan Amendment and recommended denial.

There was general discussion regarding the Comprehensive Land Use Plan Amendment.

Chairman Nichols opened the public hearing.

Jane Kee, IPS Group, stated that retail is planned on the opposite side of State Highway 40 and that the owners are consolidating the two properties.

Norvell Breedlove, 3040 Barron Road, stated that he owns the three-acre tract that adjoins the two tracts and he is against rural neighborhood. He also said that the area is not ready for retail development.

Chairman Nichols closed the public hearing.

**Commissioner Bauman motioned to recommend denial of the Comprehensive Land Use Plan Amendment. Commissioner Greer seconded the motion, motion passed (6-0).**

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 NORTHWEST CORNER OF STATE HIGHWAY 40 AND BARRON ROAD, IS AMENDED FROM SINGLE-FAMILY RESIDENTIAL MEDIUM DENSITY TO RETAIL NEIGHBORHOOD, 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 11th day of December, 2008.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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

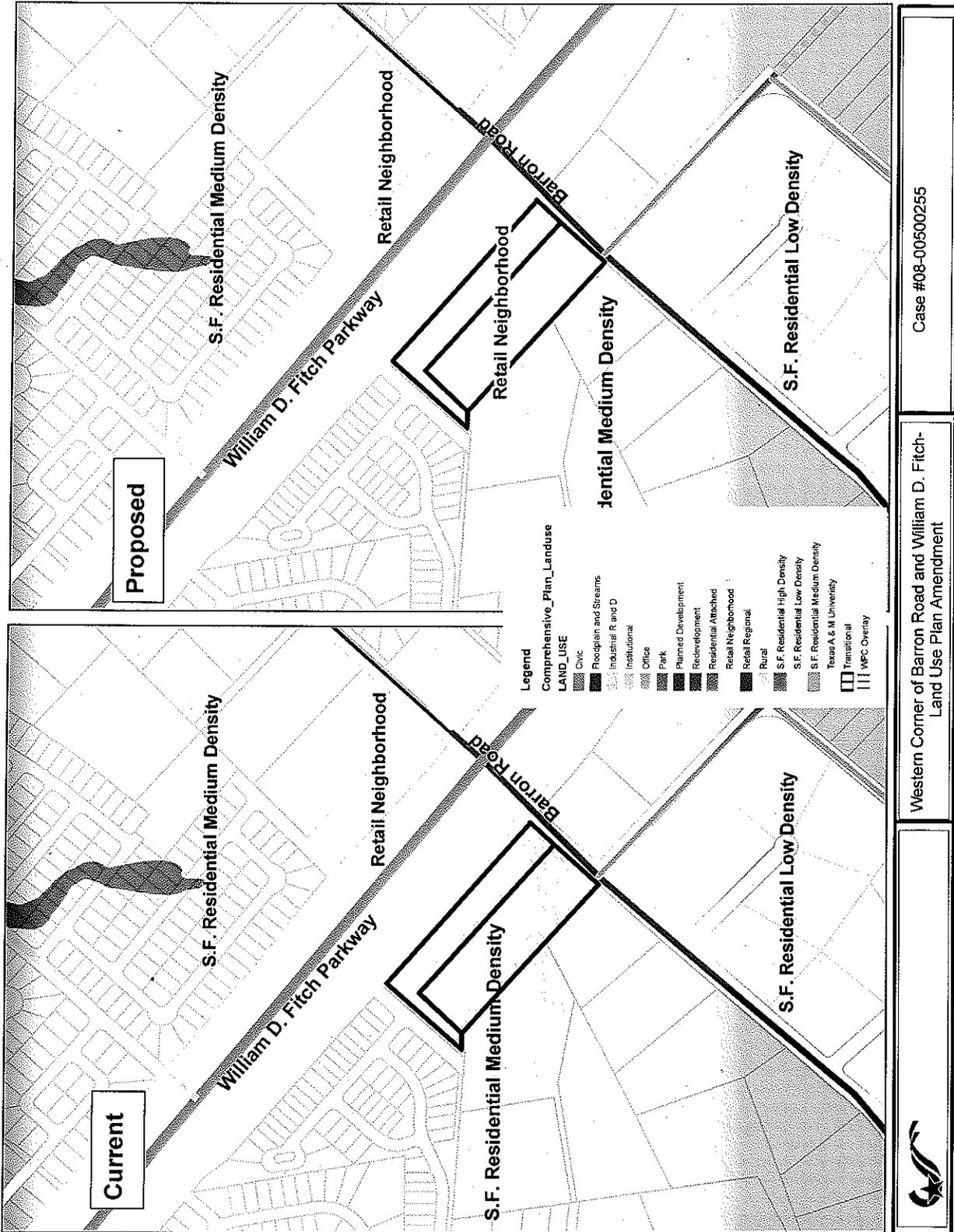
**EXHIBIT "A"**

**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 8.4 acres, located on the northwest corner of State Highway 40 and Barron Road, is amended from Single Family Residential Medium Density to Retail Neighborhood, as shown on the attached Exhibit "B".

EXHIBIT "B"



Case #08-00500255

Western Corner of Barron Road and William D. Fitch-  
Land Use Plan Amendment



**December 11, 2008**  
**Regular Agenda – Item #6**  
**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. (Wal-Mart)

**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 (top left), Texas Ave S (top center), Morgans Ln (top right), Longmire Dr (middle left), Brothers Blvd (middle center), Brothers Blvd N (middle center), Brittain Ct (middle right), Texas-Frontage Ave S (bottom right), and an Alley (middle right). A callout box with a black border and white background points to a specific location on Brothers Blvd, labeled '1815 Brothers Blvd.'. Other features include a 'PRIVATE ACCESS' road and another 'ALLEY' at the bottom center. A north arrow is located in the bottom right corner.

**1815 Brothers Blvd.**

**Vicinity Map**

**1 inch equals 200 feet**



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, on November 5, 2008, the City Council of the City of College Station adopted Ordinance No. 3123 abandoning the Easement following a public hearing held on that same date; and

WHEREAS, the City of College Station has now determined that said public hearing was inadequately noticed pursuant to the City of College Station Code of Ordinances; and

WHEREAS, proper notice was made for a public hearing to abandon the Easement on this date; 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:

*Carla A. Robinson*  
\_\_\_\_\_  
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:

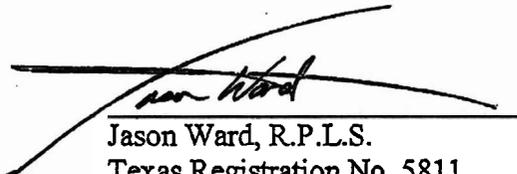
1. N87°58'05"E, a distance of 186.86 feet to a Mag nail with "Doucet" washer found for the northerly most corner hereof, and
2. S43°29'34"E, a distance of 197.66 feet to a 2-inch iron pipe found for the easterly common corner of said Lot 3 and said Lot 4K, for the northeasterly corner hereof, said point 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;

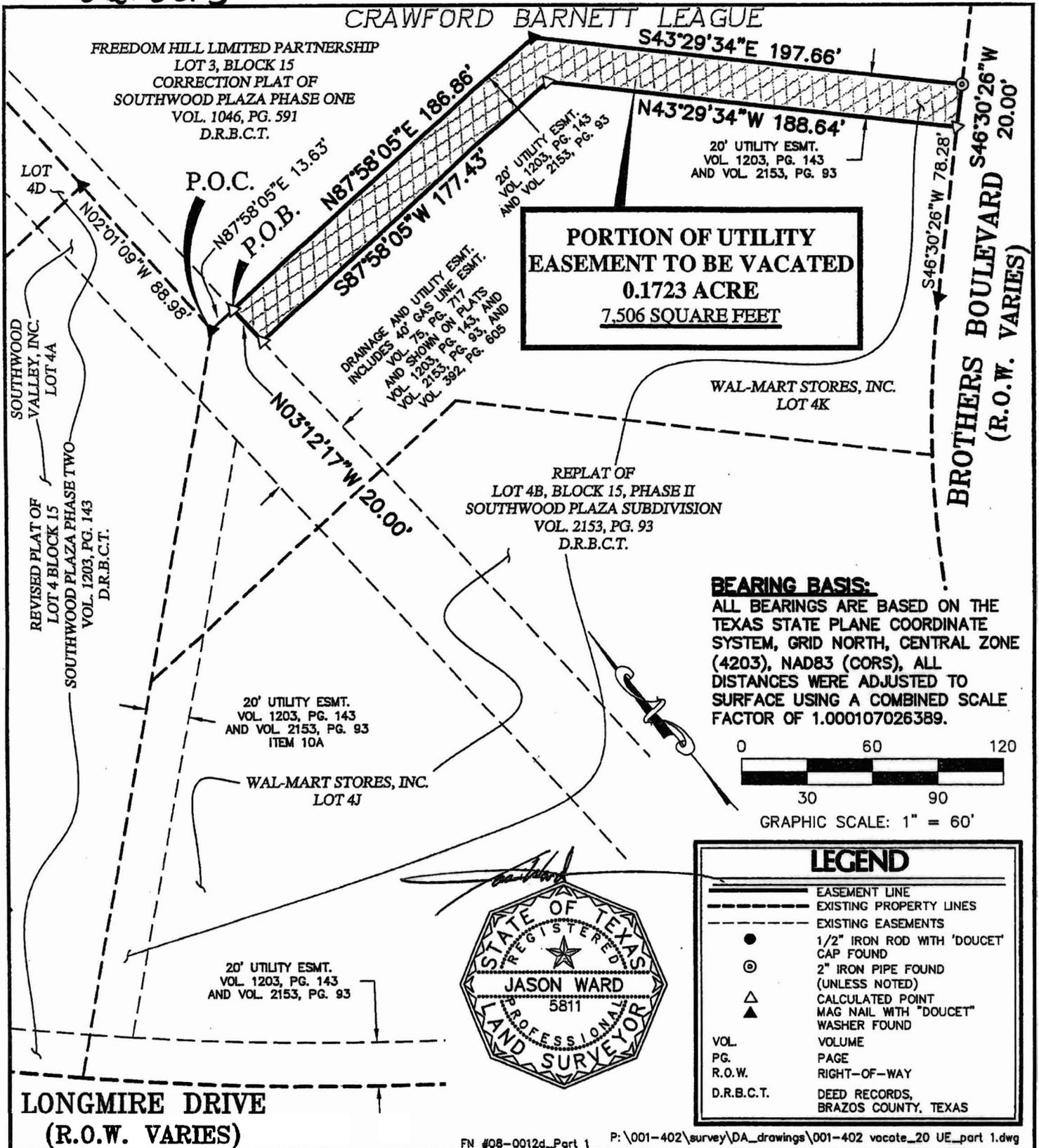
THENCE, departing the northwest right-of-way line of Brothers Boulevard, over and across said Lot 4K the following three (3) courses and distances:

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





**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

ALSTIN, TEXAS - NORTHAMPTON, MASSACHUSETTS - ROSEVILLE, CALIFORNIA  
[www.doucetandassociates.com](http://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

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:

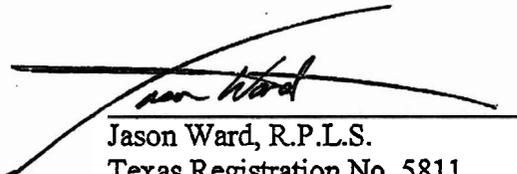
1. N87°58'05"E, a distance of 186.86 feet to a Mag nail with "Doucet" washer found for the northerly most corner hereof, and
2. S43°29'34"E, a distance of 197.66 feet to a 2-inch iron pipe found for the easterly common corner of said Lot 3 and said Lot 4K, for the northeasterly corner hereof, said point 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;

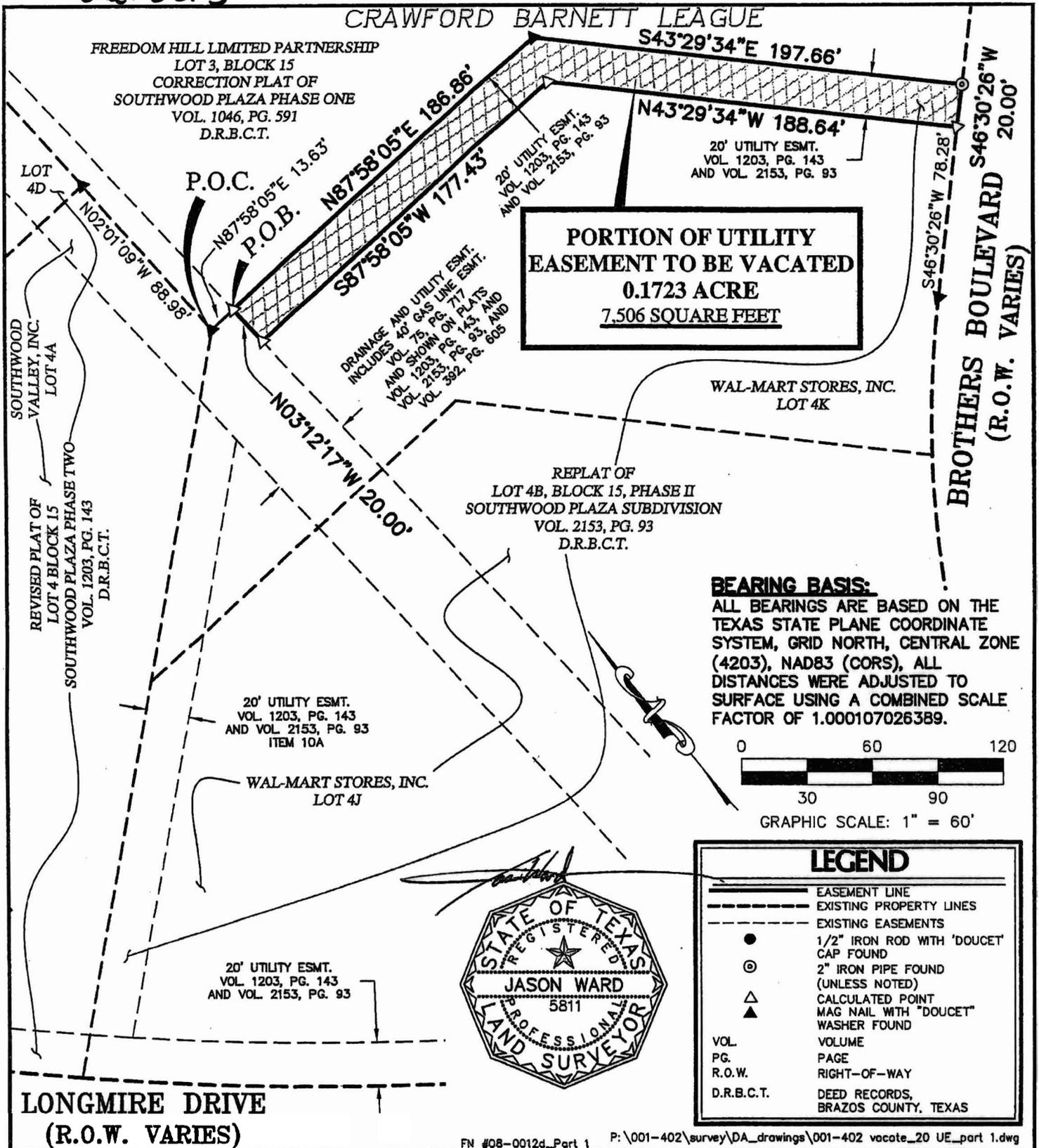
THENCE, departing the northwest right-of-way line of Brothers Boulevard, over and across said Lot 4K the following three (3) courses and distances:

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.

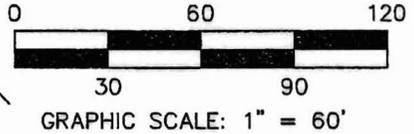
  
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9-13-08  
Date

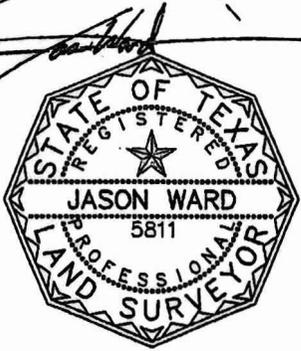




**BEARING BASIS:**  
ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE (4203), NAD83 (CORS), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000107026389.



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](http://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, on November 5, 2008, the City Council of the City of College Station adopted Ordinance No. 3124 abandoning the Easement following a public hearing held on that same date; and

WHEREAS, the City of College Station has now determined that said public hearing was inadequately noticed pursuant to the City of College Station Code of Ordinances; and

WHEREAS, proper notice was made for a public hearing to abandon the Easement on this date; 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:

Carla A. Robinson:  
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;

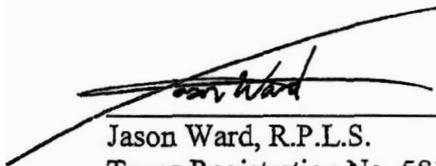
**THENCE**, over and across said Drainage and Utility Easement, with the common line of said Lot 4K and said Lot 4A, S50°12'33"W, a distance of 32.52 feet to a calculated point for the northerly most corner and **POINT OF BEGINNING** hereof, said point being in the west line of said Drainage and Utility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

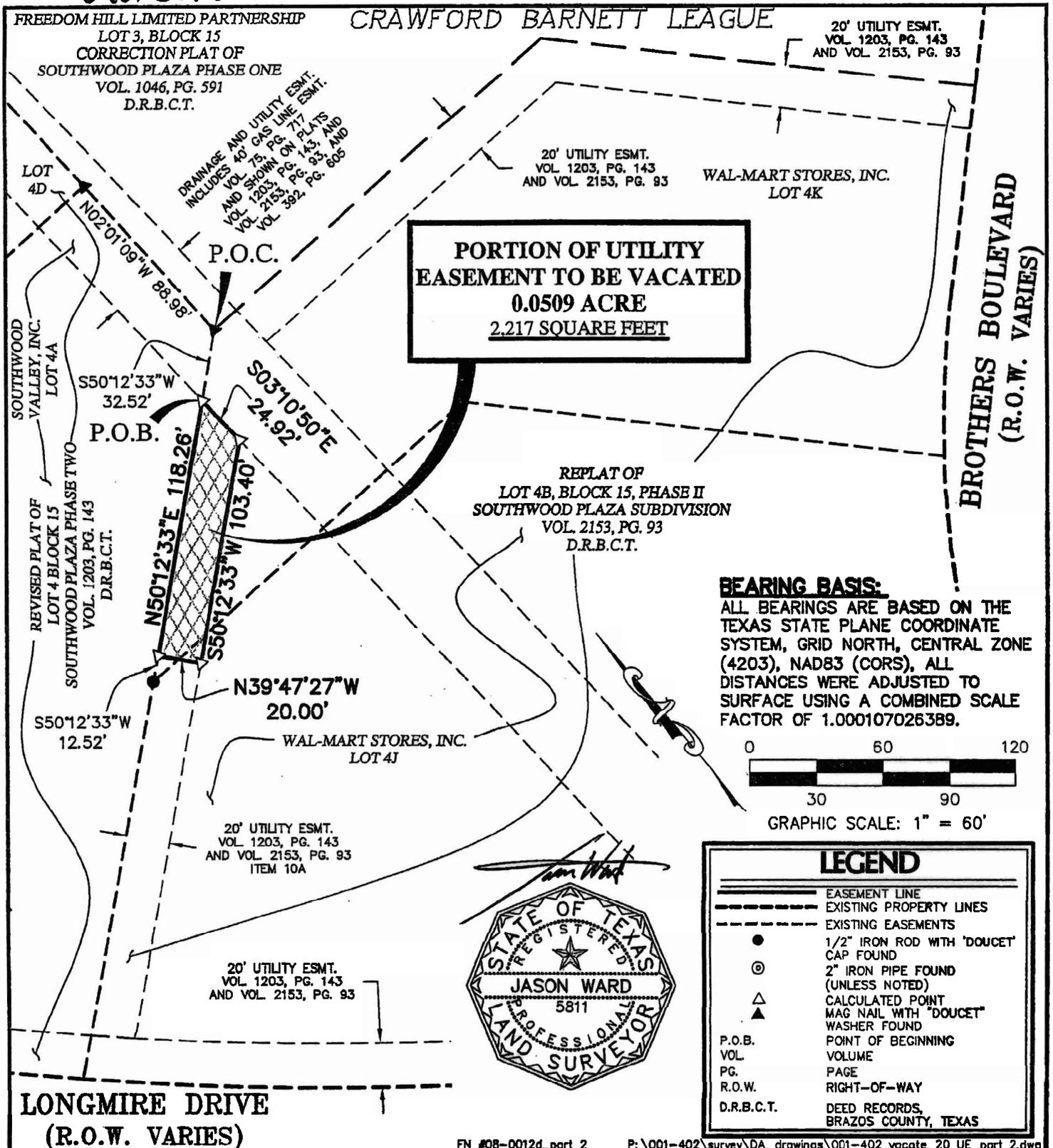


Jason Ward, R.P.L.S.  
Texas Registration No. 5811  
Doucet & Associates Inc.,  
7401 B Hwy. 71 West, Suite 160  
Austin, Texas 78735

9-19-08

Date





**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](http://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

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;

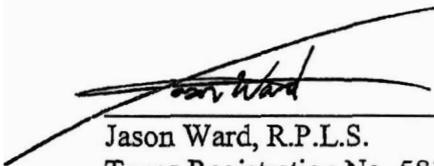
THENCE, over and across said Drainage and Utility Easement, with the common line of said Lot 4K and said Lot 4A, S50°12'33"W, a distance of 32.52 feet to a calculated point for the northerly most corner and POINT OF BEGINNING hereof, said point being in the west line of said Drainage and Utility Easement,

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.

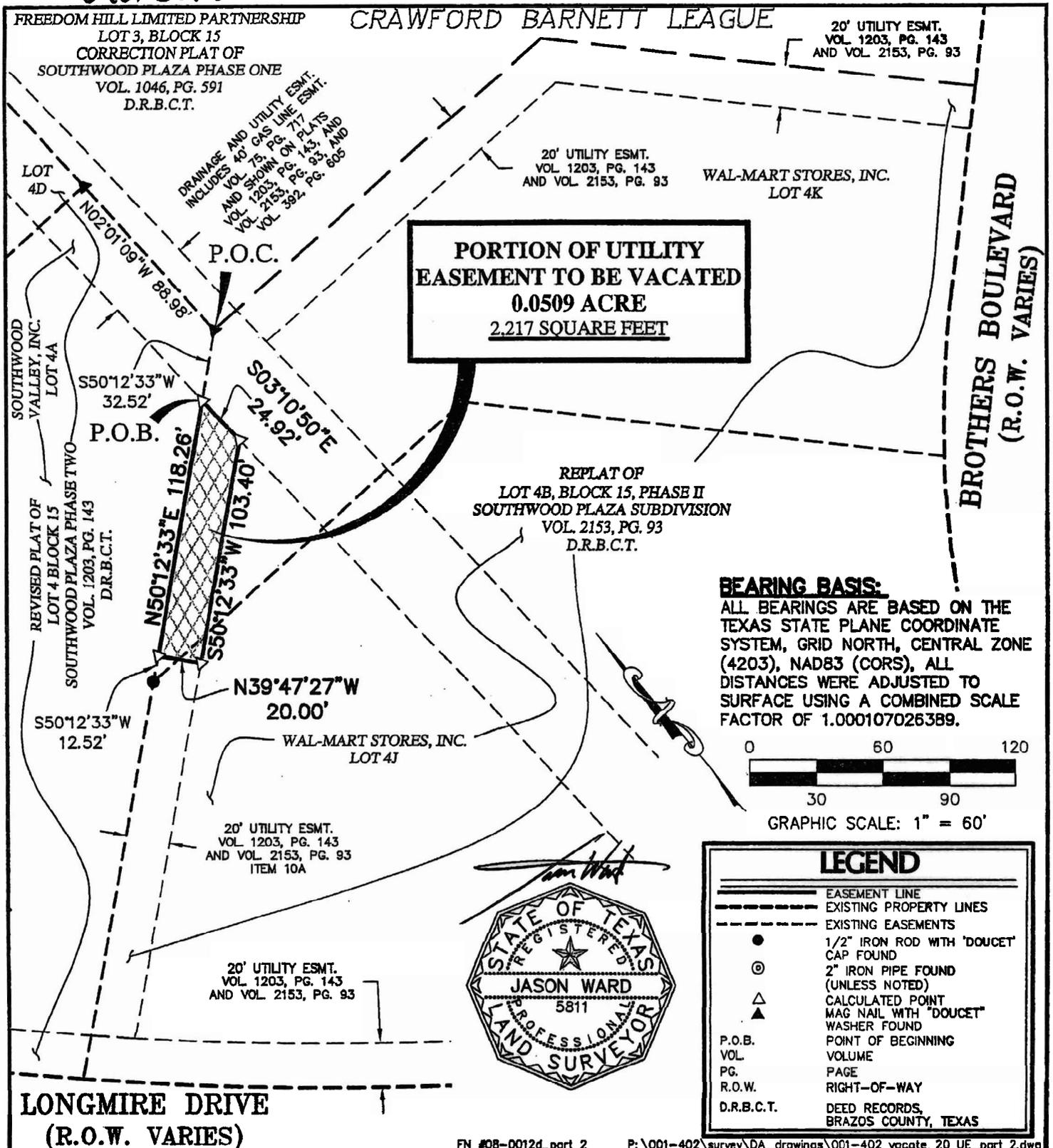


9-19-08

Date

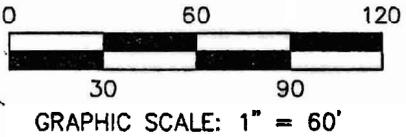
Jason Ward, R.P.L.S.  
Texas Registration No. 5811  
Doucet & Associates Inc.,  
7401 B Hwy. 71 West, Suite 160  
Austin, Texas 78735



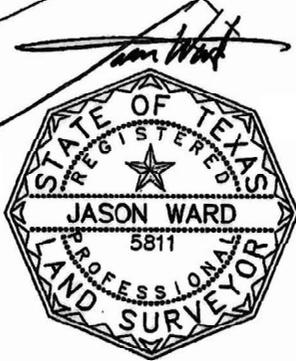


**PORTION OF UTILITY  
EASEMENT TO BE VACATED**  
**0.0509 ACRE**  
**2,217 SQUARE FEET**

**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.



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



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, on November 5, 2008, the City Council of the City of College Station adopted Ordinance No. 3125 abandoning the Easement following a public hearing held on that same date; and

WHEREAS, the City of College Station has now determined that said public hearing was inadequately noticed pursuant to the City of College Station Code of Ordinances; and

WHEREAS, proper notice was made for a public hearing to abandon the Easement on this date; 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

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

Page 3

APPROVED:

*Carla A. Robinson*  
\_\_\_\_\_  
City Attorney

Exhibit A  
Sheet 1 of 4

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:

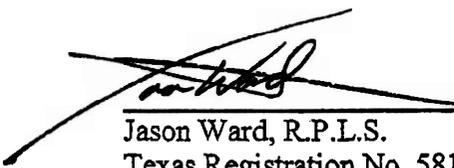
1. S87°58'51"W, a distance of 538.98 feet to a calculated point for an interior ell corner hereof;
2. S02°01'09"E, a distance of 10.00 feet to a calculated point for an interior ell corner hereof;
3. N87°58'51"E, a distance of 494.58 feet to a calculated point for an angle point hereof;
4. S66°02'45"E, 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

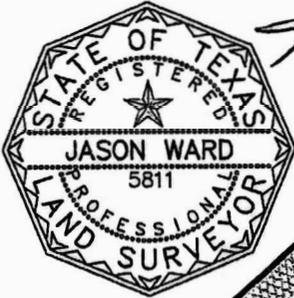
9-19-08  
Date



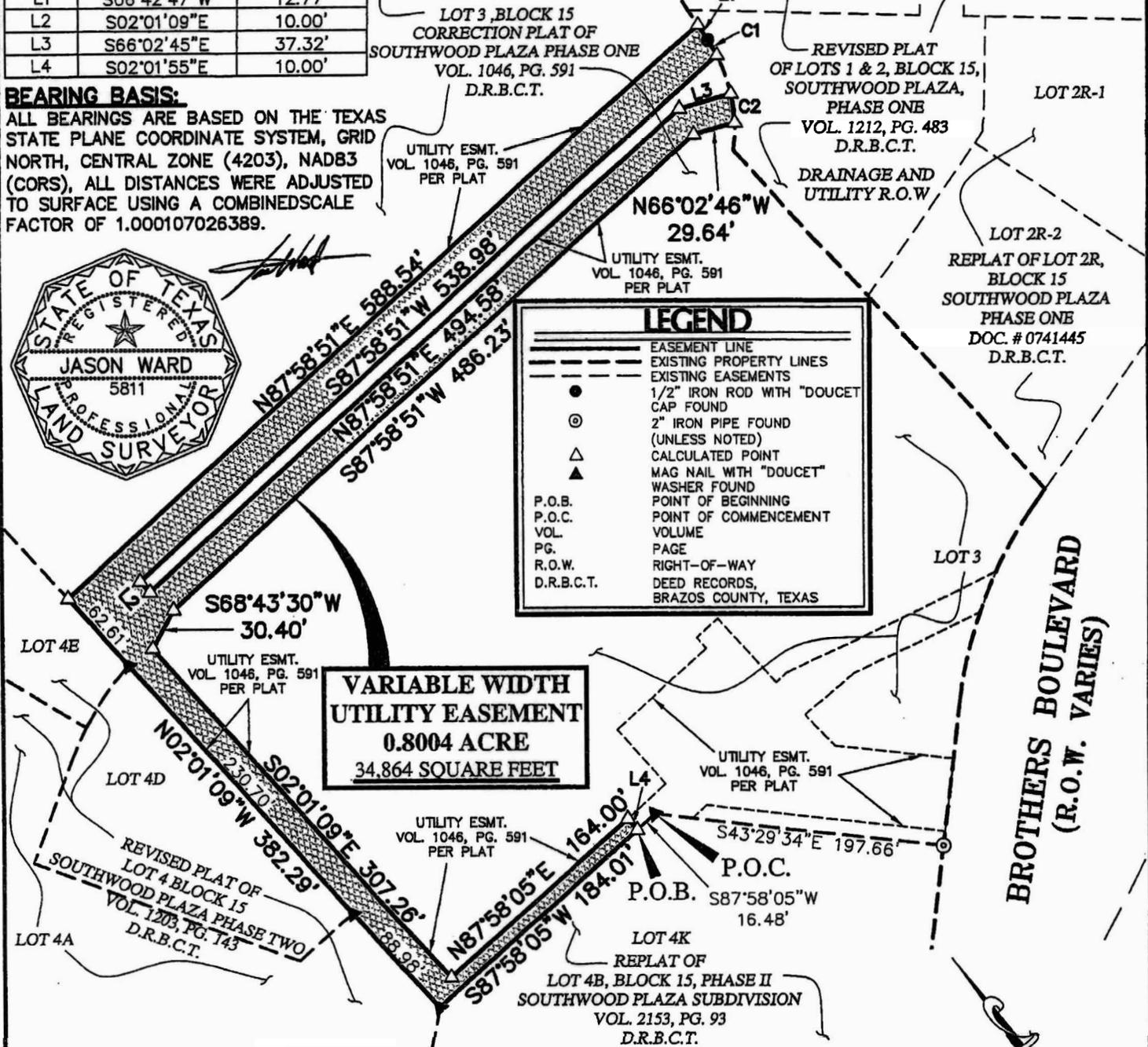
LINE TABLE		
NO.	BEARING	DISTANCE
L1	S06°42'47"W	12.77'
L2	S02°01'09"E	10.00'
L3	S66°02'45"E	37.32'
L4	S02°01'55"E	10.00'

**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.

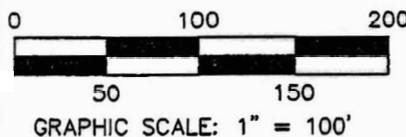


**CRAWFORD BARNETT LEAUGE**



**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

Exhibit A  
Sheet 1 of 4

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:

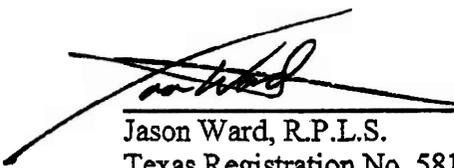
1. S87°58'51"W, a distance of 538.98 feet to a calculated point for an interior ell corner hereof;
2. S02°01'09"E, a distance of 10.00 feet to a calculated point for an interior ell corner hereof;
3. N87°58'51"E, a distance of 494.58 feet to a calculated point for an angle point hereof;
4. S66°02'45"E, 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

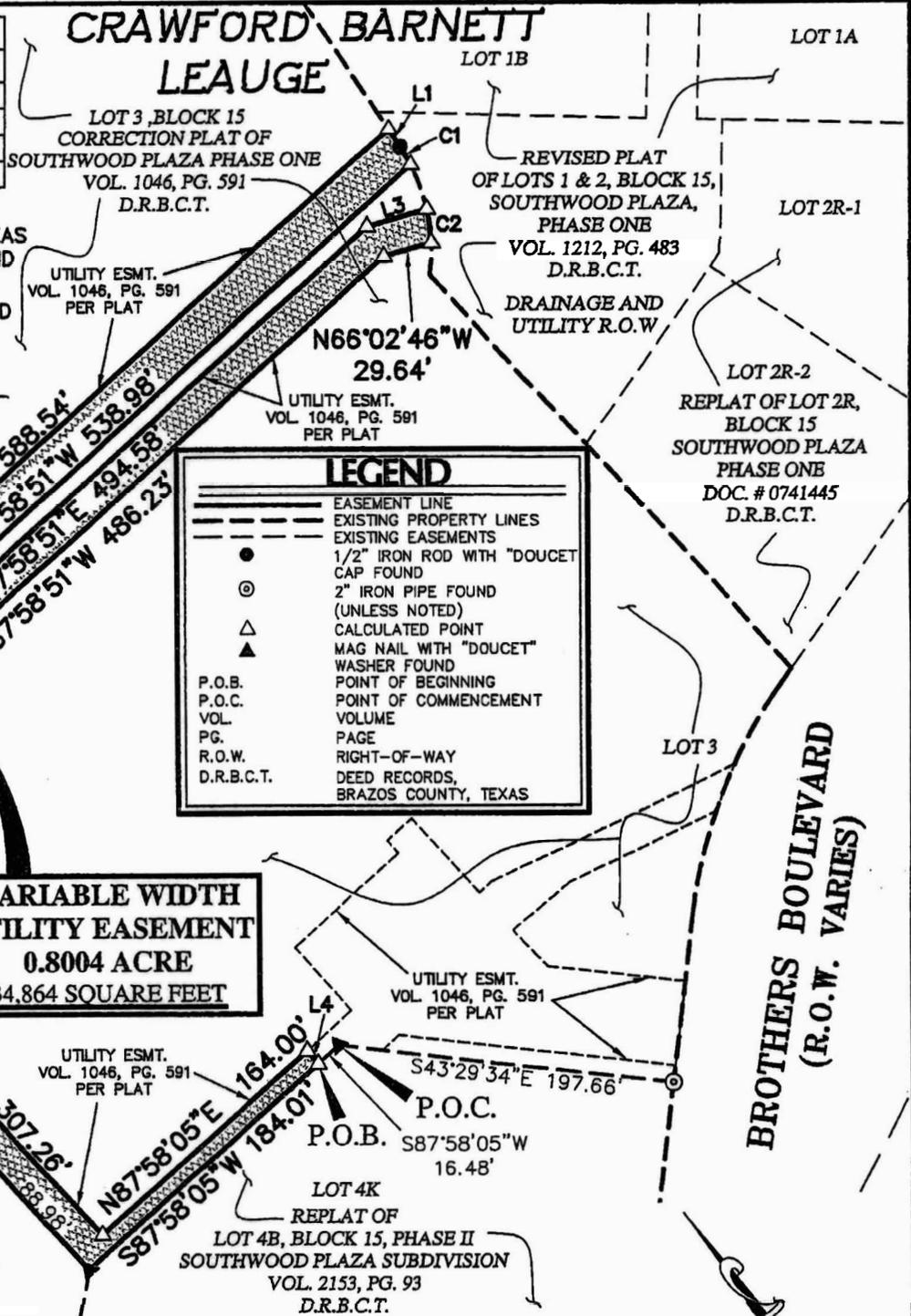
9-19-08  
Date



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:**

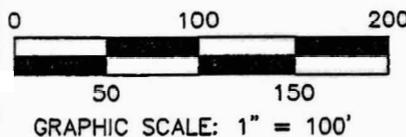
ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE (4203), NAD83 (CORS), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000107026389.



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
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.**  
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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, on November 5, 2008, the City Council of the City of College Station adopted Ordinance No. 3126 abandoning the Easement following a public hearing held on that same date; and

WHEREAS, the City of College Station has now determined that said public hearing was inadequately noticed pursuant to the City of College Station Code of Ordinances; and

WHEREAS, proper notice was made for a public hearing to abandon the Easement on this date; 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:

Carla A Robinson  
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,

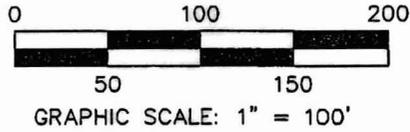
Exhibit A  
Sheet 2 of 3

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



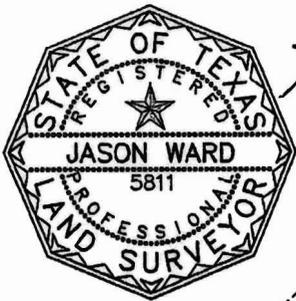
LINE TABLE		
NO.	BEARING	DISTANCE
L1	N02°01'09"W	49.17'
L2	N87°58'05"E	83.72'
L3	N02°01'09"W	10.00'
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L5	S02°01'09"E	59.19'
L6	S87°58'45"W	103.72'
L7	N58°55'42"E	22.32'



**CRAWFORD BARNETT  
LEAUGE**

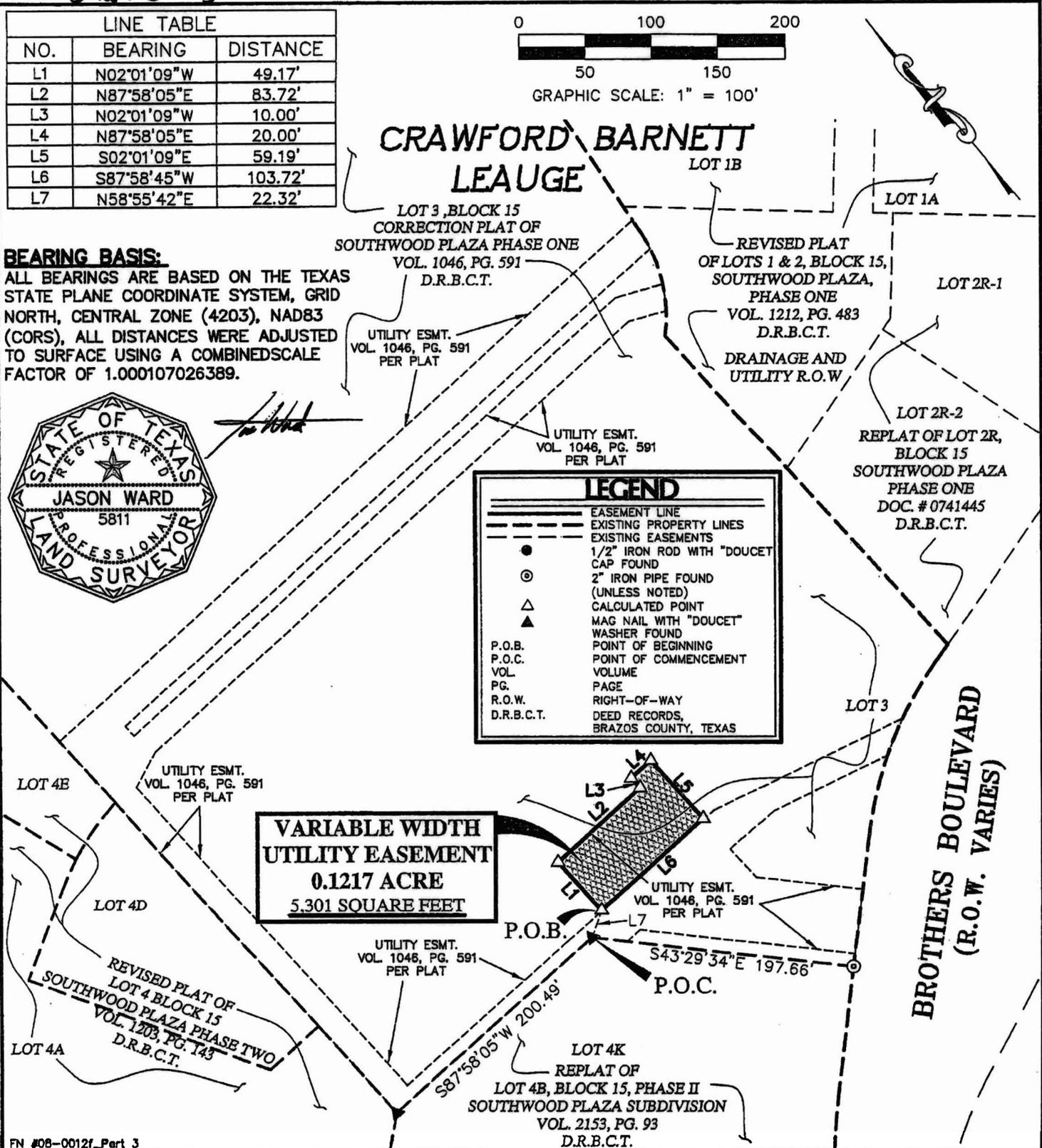
**BEARING BASIS:**

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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**  
0.1217 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  
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AUSTIN, TEXAS - NORTHAMPTON, MASSACHUSETTS - ROSEVILLE, CALIFORNIA  
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Date:	9/19/2008
Scale:	1"=100'
Drawn by:	JL
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Sheet:	1 of 1
Field Book:	229
Party Chief:	JM
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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"

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**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,

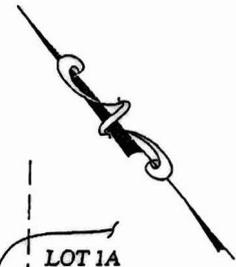
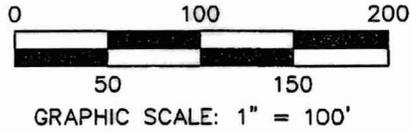
Exhibit A  
Sheet 2 of 3

3. with a west line of said Utility Easement,  $N02^{\circ}01'09''W$ , 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,  $N87^{\circ}58'05''E$ , 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,  $S02^{\circ}01'09''E$ , 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,  $S87^{\circ}58'45''W$ , 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.,  
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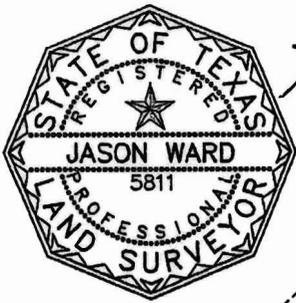


LINE TABLE		
NO.	BEARING	DISTANCE
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L3	N02°01'09"W	10.00'
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L5	S02°01'09"E	59.19'
L6	S87°58'45"W	103.72'
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**BEARING BASIS:**

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.



**CRAWFORD BARNETT LEAUGE**

LOT 3, BLOCK 15  
CORRECTION PLAT OF  
SOUTHWOOD PLAZA PHASE ONE  
VOL. 1046, PG. 591  
D.R.B.C.T.

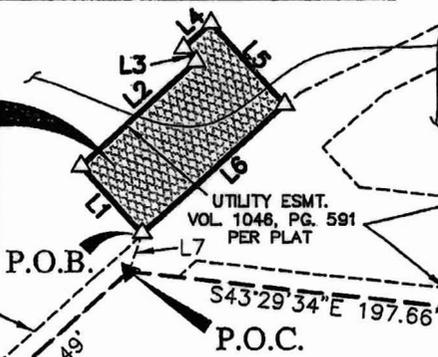
REVISED PLAT  
OF LOTS 1 & 2, BLOCK 15,  
SOUTHWOOD PLAZA,  
PHASE ONE  
VOL. 1212, PG. 483  
D.R.B.C.T.

DRAINAGE AND  
UTILITY R.O.W

LOT 2R-1  
  
LOT 2R-2  
REPLAT OF LOT 2R,  
BLOCK 15  
SOUTHWOOD PLAZA  
PHASE ONE  
DOC. # 0741445  
D.R.B.C.T.

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.
	DEED RECORDS, BRAZOS COUNTY, TEXAS
	P.O.B.
	P.O.C.
	VOL.
	PG.
	R.O.W.
	D.R.B.C.T.

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



LOT 4K  
REPLAT OF  
LOT 4B, BLOCK 15, PHASE II  
SOUTHWOOD PLAZA SUBDIVISION  
VOL. 2153, PG. 93  
D.R.B.C.T.

**BROTHERS BOULEVARD**  
**(R.O.W. VARIES)**

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](http://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, on November 5, 2008, the City Council of the City of College Station adopted Ordinance No. 3127 abandoning the Easement following a public hearing held on that same date; and

WHEREAS, the City of College Station has now determined that said public hearing was inadequately noticed pursuant to the City of College Station Code of Ordinances; and

WHEREAS, proper notice was made for a public hearing to abandon the Easement on this date; 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:

Carla A Robinson  
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;

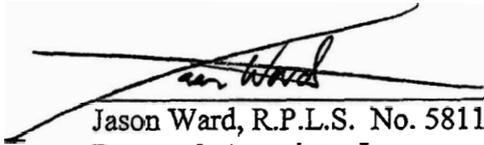
**THENCE**, along the northwest Right-of-Way line of said Brothers Boulevard, and the south line of said Lot 3, along a curve to the left, whose radius is 292.70 feet, whose delta is  $05^{\circ}54'21''$ , whose arc length is 30.17 feet, and whose chord bears,  $S62^{\circ}15'35''W$ , a distance of 30.16 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.



7-19-08

Date

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





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;

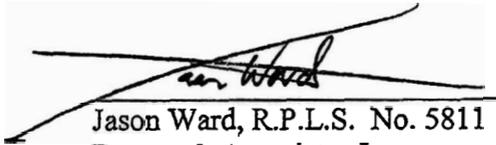
**THENCE**, along the northwest Right-of-Way line of said Brothers Boulevard, and the south line of said Lot 3, along a curve to the left, whose radius is 292.70 feet, whose delta is  $05^{\circ}54'21''$ , whose arc length is 30.17 feet, and whose chord bears,  $S62^{\circ}15'35''W$ , a distance of 30.16 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.



7-19-08

Date

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





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, on November 5, 2008, the City Council of the City of College Station adopted Ordinance No. 3128 abandoning the Easement following a public hearing held on that same date; and

WHEREAS, the City of College Station has now determined that said public hearing was inadequately noticed pursuant to the City of College Station Code of Ordinances; and

WHEREAS, proper notice was made for a public hearing to abandon the Easement on this date; 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:

Carla A. Robinson  
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;

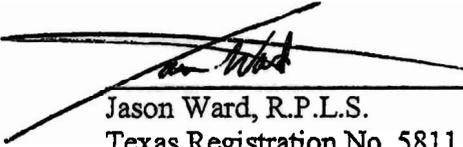
**THENCE**, with the west line of said Lot 3, in part with the east line of said Lot 4E, in part with the east line of said Lot 4D, and in part with an east line of said Lot 4A, S02°01'09"E, a distance of 648.87 feet to a Mag nail with "Doucet" washer found for an interior ell-corner hereof, said point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

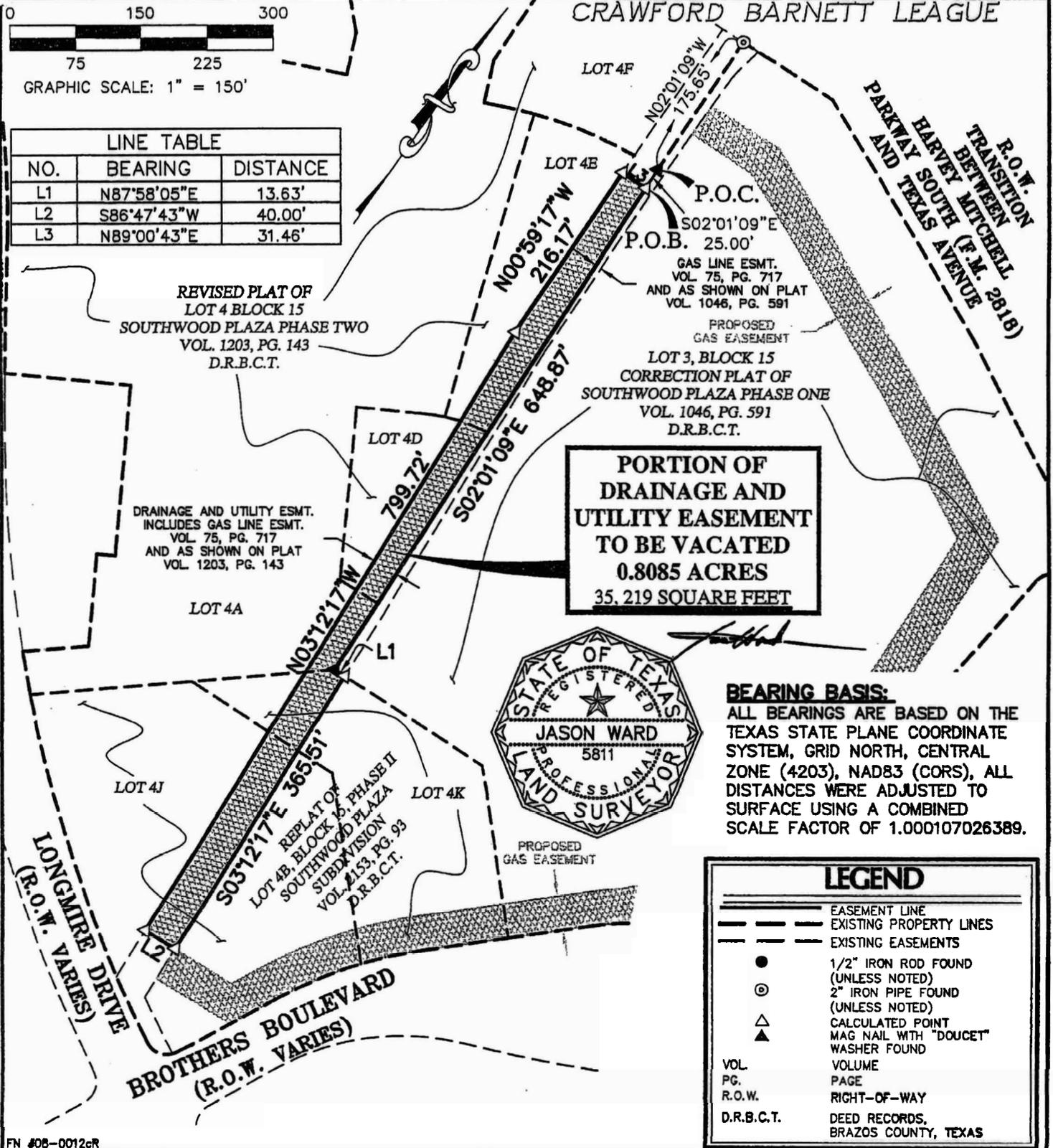
1. with the east line of said Drainage and Utility Easement, S03°12'17"E, a distance of 365.51 feet to a calculated point for the southeast corner hereof,
2. S86°47'43"W, a distance of 40.00 feet to a calculated point for the southwest corner hereof, said point being in the east line of said Drainage 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

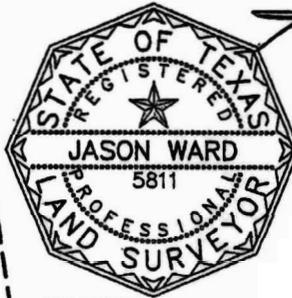


LINE TABLE		
NO.	BEARING	DISTANCE
L1	N87°58'05"E	13.63'
L2	S86°47'43"W	40.00'
L3	N89°00'43"E	31.46'

REVISED PLAT OF  
LOT 4 BLOCK 15  
SOUTHWOOD PLAZA PHASE TWO  
VOL. 1203, PG. 143  
D.R.B.C.T.

DRAINAGE AND UTILITY ESMT.  
INCLUDES GAS LINE ESMT.  
VOL. 75, PG. 717  
AND AS SHOWN ON PLAT  
VOL. 1203, PG. 143

**PORTION OF  
DRAINAGE AND  
UTILITY EASEMENT  
TO BE VACATED  
0.8085 ACRES  
35,219 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.

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

**0.8085 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](http://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

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;

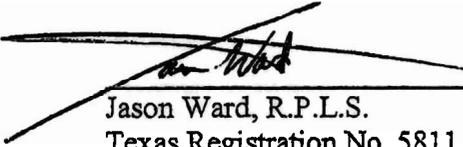
**THENCE**, with the west line of said Lot 3, in part with the east line of said Lot 4E, in part with the east line of said Lot 4D, and in part with an east line of said Lot 4A, S02°01'09"E, a distance of 648.87 feet to a Mag nail with "Doucet" washer found for an interior ell-corner hereof, said point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

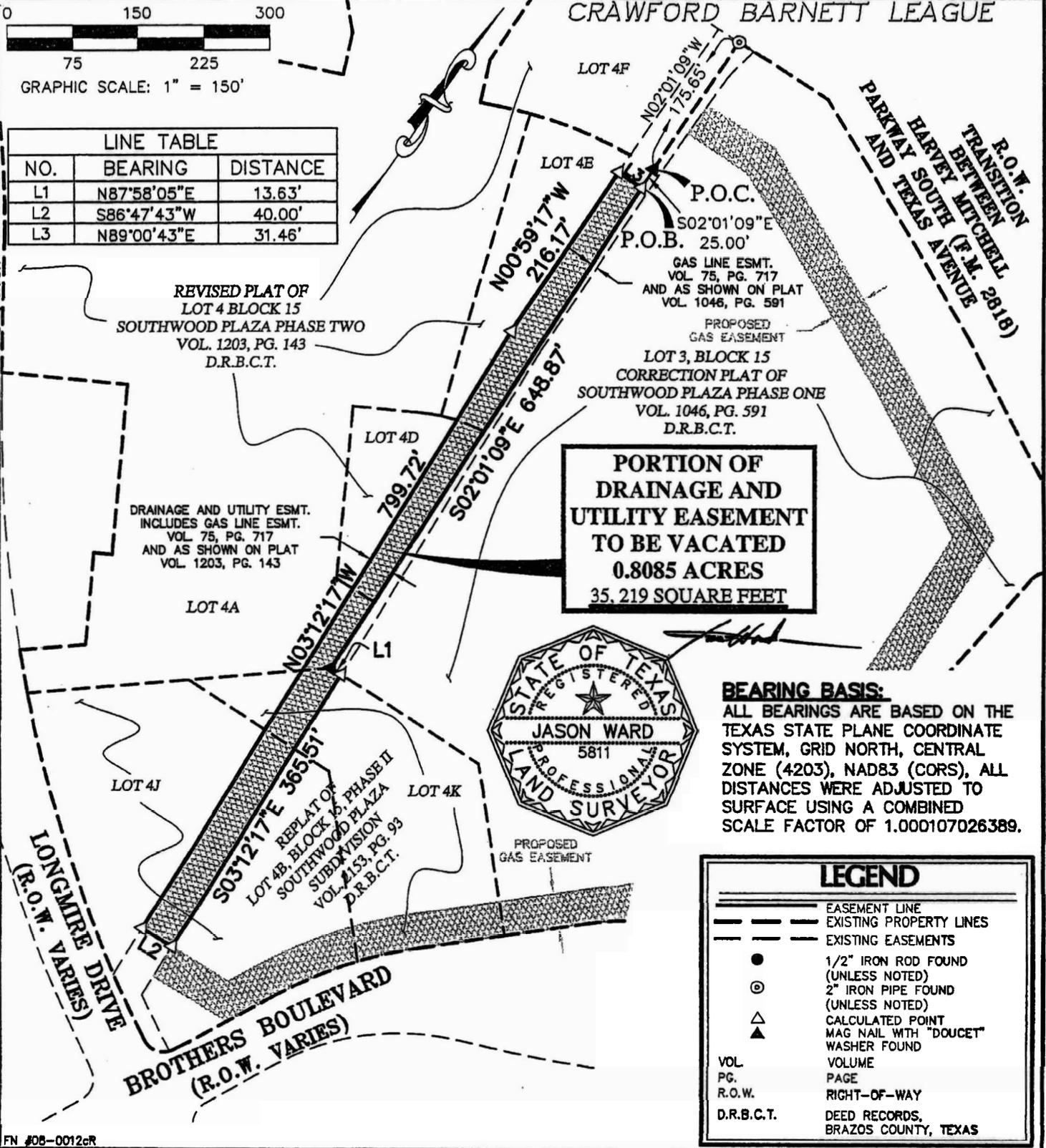
1. with the east line of said Drainage and Utility Easement, S03°12'17"E, a distance of 365.51 feet to a calculated point for the southeast corner hereof,
2. S86°47'43"W, a distance of 40.00 feet to a calculated point for the southwest corner hereof, said point being in the east line of said Drainage 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](http://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, on November 5, 2008, the City Council of the City of College Station adopted Ordinance No. 3129 abandoning the Easement following a public hearing held on that same date; and

WHEREAS, the City of College Station has now determined that said public hearing was inadequately noticed pursuant to the City of College Station Code of Ordinances; and

WHEREAS, proper notice was made for a public hearing to abandon the Easement on this date; 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

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

Page 3

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;

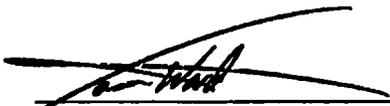
**THENCE**, departing the southwest corner of said Lot 4F, and the interior ell corner of said Lot 4A, and the south line of a 20-foot wide Utility Easement, over and across said Lot 4A, with the west line of said Drainage and Utility Easement, S25°50'27"E, a distance of 25.03 feet to a calculated point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

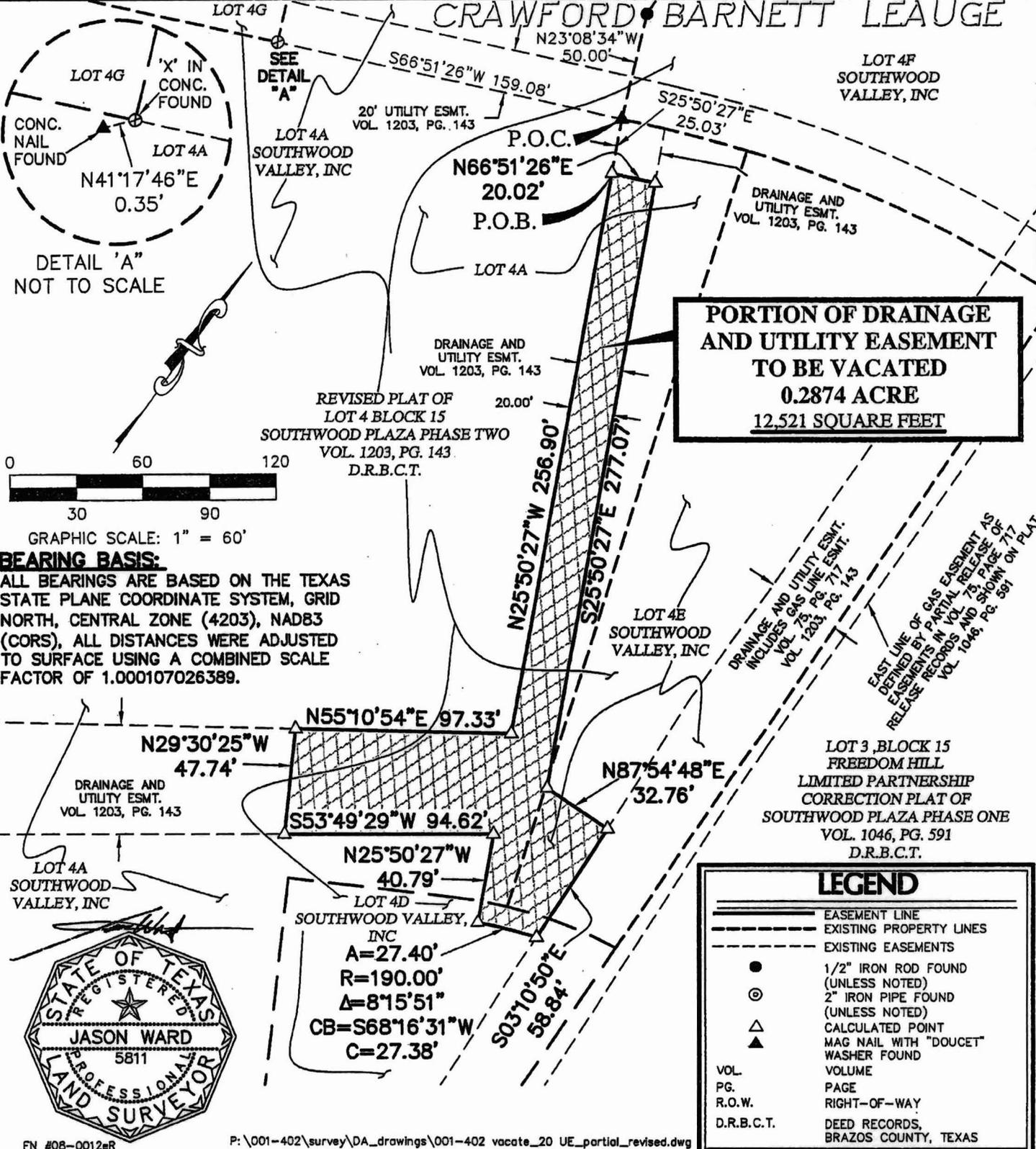
  
Jason Ward, R.P.L.S.  
Texas Registration No. 5811  
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7401 B Hwy. 71 West, Suite 160  
Austin, Texas 78735

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Date



Exhibit A  
Sheet 3 of 3

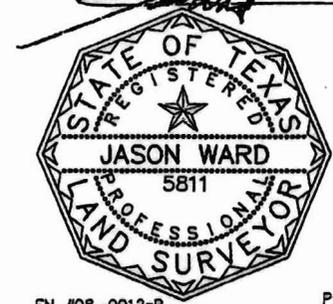
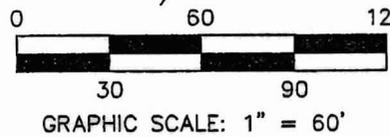
CRAWFORD BARNETT LEAUGE



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

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

**BEARING BASIS:**  
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FN #08-0012eR P:\001-402\survey\DA\_drawings\001-402 vacate\_20 UE\_partial\_revised.dwg

**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  
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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
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Legal Description  
Brazos County, Texas

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

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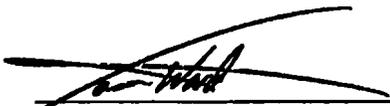
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1. over and across said Drainage and Utility Easement, N66°51'26"E, a distance of 20.02 feet to a calculated point for the northeast corner hereof,
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3. N87°54'48"E, a distance of 32.76 feet to a calculated 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°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°15'51", whose chord bears, S68°16'31"W, a distance of 27.38 feet to a calculated point for the southerly most corner hereof
6. N25°50'27"W, a distance of 40.79 feet to a calculated point for an interior ell-corner hereof,
7. S53°49'29"W, a distance of 94.62 feet to a calculated point for the southwestern corner hereof,
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9. N55°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
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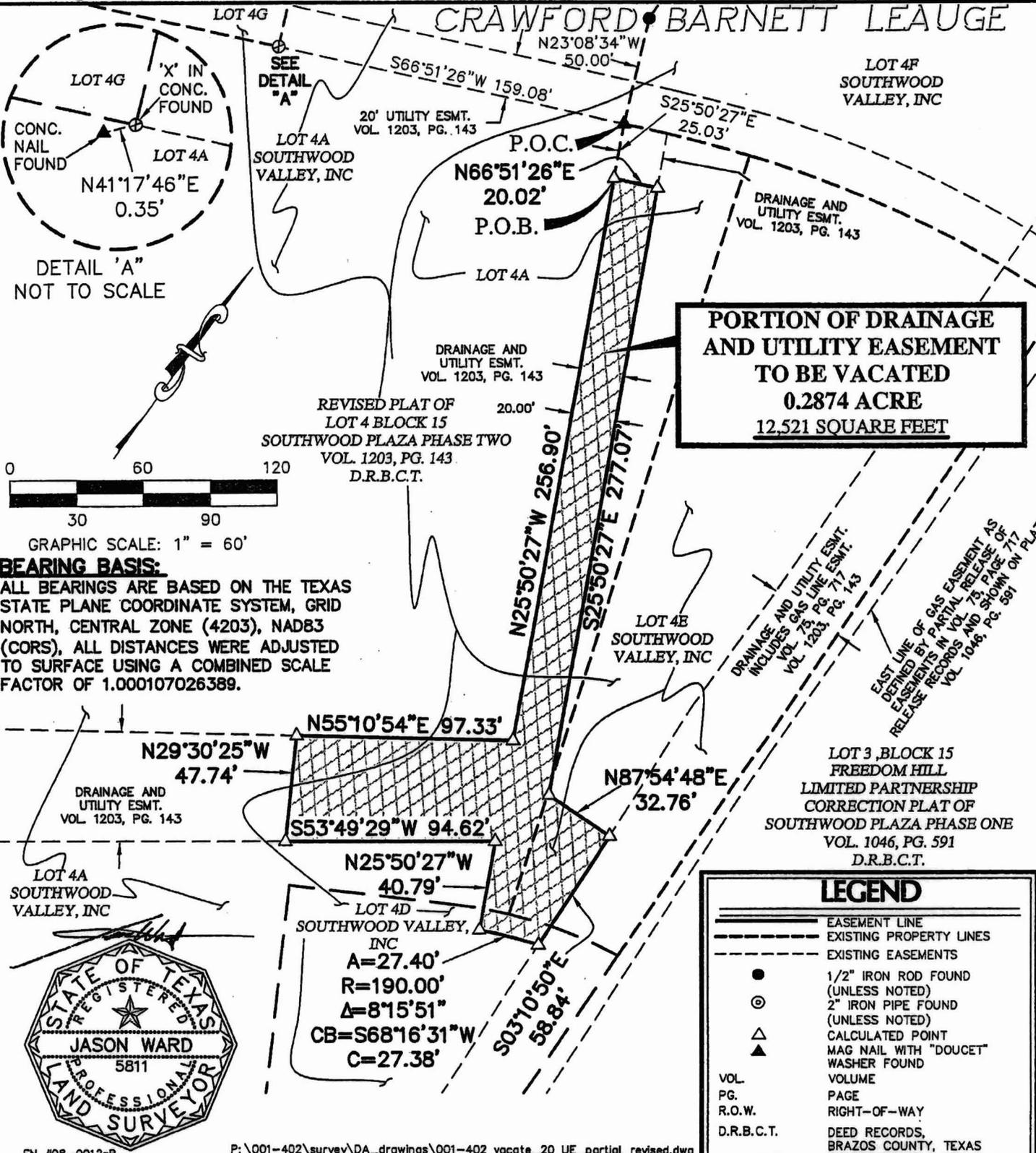
  
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Exhibit A  
Sheet 3 of 3

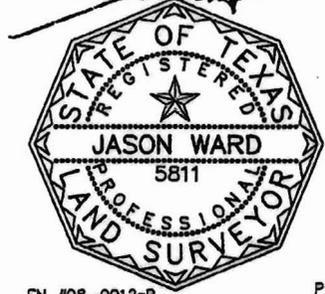
CRAWFORD BARNETT LEAUGE



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

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FN #08-0012eR P:\001-402\survey\DA\_drawings\001-402 vacate\_20 UE\_partial\_revised.dwg

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

**December 11, 2008**  
**Regular Agenda Item No. 7**  
**Public Hearing and Consideration of Budget Amendment # 1**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Public Hearing, presentation, possible action, and discussion on an ordinance Budget Amendment #1 amending ordinance number 3114 which will amend the budget for the 2008-2009 Fiscal Year and authorizing amended expenditures in the amount of \$13,711,589.

**Recommendation(s):** Staff recommends the City Council hold the public hearing on Budget Amendment #1, and approve the budget amendment ordinance.

**Summary:** The proposed budget amendment is to increase the appropriations for the items listed below by \$13,711,589. The charter of the City of College Station provides for the City Council to amend the annual budget in the event there are revenues available to cover increased expenditures and after holding a public hearing on such budget amendment. A number of items have been identified that need to be considered in a budget amendment. Attached is a list of the items in the proposed budget amendment.

**Budget & Financial Summary:** The City has resources or can reasonably expect resources to cover each of the appropriations in this budget amendment.

**Attachments:**

1. Budget Amendment #1 Detail List
2. Ordinance

## Fiscal Year 2008-2009 Budget Amendment #1

The proposed budget amendment is to increase the appropriations for the items listed below by \$13,711,589.

### 1. 2008 GOB Projects: \$9,723,000

On November 4, 2008, City of College Station voters approved a General Obligation Bond package in the amount of \$76,950,000. The projects included in the bond package are projected to be completed over a period of seven years. This item will appropriate the funds that are anticipated to be needed in year one (FY09). General Obligation Bond funds are projected to be issued for each of these projects later this fiscal year. Below is a summary the appropriations needed for the projects that are anticipated to begin in FY09:

Fire Station #6: \$6,990,000

The total budget for this project is \$6,990,000. It is anticipated that \$720,000 will be expended on design in FY09 and the balance will be expended in FY10 on construction. As it is likely this project will be delivered as a Construction Manager at Risk project, meaning design and construction will be brought forth to Council at one time, the total budget for the project is being appropriated as part of this budget amendment. This item will appropriate the budget for this project in the General Government Facilities and Technology Capital Improvement Projects Fund.

Skate Park: \$920,000

The total budget for this project is \$920,000. It is anticipated that \$105,000 of these funds will be expended on design in FY09 and the balance will be expended in FY10 on construction. As it is likely this project will be delivered as a Construction Manager at Risk project, meaning design and construction will be brought forth to Council at one time, the total budget for the project is being appropriated as part of this budget amendment. This item will appropriate this portion of the budget for this project in the Parks Capital Improvement Projects Fund.

Creekview Neighborhood Park: \$515,000

The total budget for this project is \$515,000. It is anticipated that these funds will be expended in FY09. This item will appropriate the budget for this project in the Parks Capital Improvement Projects Fund.

Neighborhood Parks Revolving Fund: \$500,000

The total budget for this project is \$1,000,000. It is anticipated that \$500,000 of these funds will be expended in FY09 and the balance will be expended in FY10. This item will appropriate this portion of the budget for this project in the Parks Capital Improvement Projects Fund.

Neighborhood Park Improvements: \$290,000

The total budget for this project is \$900,000. It is anticipated that \$290,000 of these funds will be expended in FY09 on the first phase of park improvements. This item will appropriate this portion of the budget for this project in the Parks Capital Improvement Projects Fund.

Hike and Bike Trail Completion: \$333,000

The total budget for this project is \$1,000,000. It is anticipated that \$333,000 of these funds will be expended in FY09 and the balance will be expended in FY10 and FY11. This item will appropriate this portion of the budget for this project in the Streets Capital Improvement Projects Fund.

Victoria Avenue: \$175,000

The total budget for this project is \$2,455,000. It is anticipated that \$175,000 of these funds will be expended on design in FY09 and the balance will be expended in FY10 and FY11 on construction. This item will appropriate this portion of the budget for this project in the Streets Capital Improvement Projects Fund.

**2. Convention Center Land Purchase: \$2,600,000**

On October 23, 2008, Council approved a real estate contract in the amount of \$9,600,000 for the purchase of the Chimney Hills shopping center. The site is proposed for a future Convention Center. \$7,000,000 for the acquisition is being funded from the FY09 Hotel Occupancy Tax Fund. The additional \$2,600,000 will be funded from Certificates of Obligation scheduled to be issued later this fiscal year. \$7,000,000 has been appropriated in FY09 in the Convention Center Fund. This item will appropriate the remaining \$2,600,000 in the Convention Center Fund.

**3. Proposed Convention Center Site - Operations and Maintenance: \$150,000**

On October 23, 2008, Council approved a real estate contract in the amount of \$9,600,000 for the purchase of the Chimney Hills shopping center. The site is proposed for a future Convention Center. This budget amendment item is for operations and maintenance (O&M) costs for the facilities that currently exist on the property. There are several businesses on the property with outstanding leases. The O&M costs may include utility costs, property management costs and the cost of the addition of a new roof on the portion of the facility that will remain once the Convention Center is completed. Estimates of the O&M costs are preliminary and an additional FY09 budget amendment item may be brought forth to Council in the future for additional anticipated expenses. It is expected that the cost of the O&M for the site will be recovered through lease revenue generated from current tenants. This item will appropriate funds in the Convention Center Fund for the O&M costs related to the facility.

**4. Equipment Replacement Purchase (Fire pumper & WWTP slinger truck); \$561,000**

The Fire Suppression division requests \$525,000 be re-appropriated to purchase a fire pumper truck that was originally scheduled for replacement in FY07. The funds were encumbered at the end of FY07, but were unable to be spent because American LaFrance Pumper filed for bankruptcy in 2008. The funds were not able to be encumbered or spent in FY08. Funds are available for this item in the Equipment Replacement Fund balance.

In addition, the regular replacement cost of the WWTP slinger truck is expected to exceed budget estimates by \$75,000; this purchase is partially offset by savings from the replacement cost of a Sanitation brush truck, which should be under budget by \$39,000. The net funds necessary for this purchase is \$36,000, which is available in the Equipment Replacement Fund balance.

**5. Economic Development Comprehensive Plan (DS0603): \$100,000**

FY08 funds appropriated in the Economic Development fund for the Economic Development portion of the Comprehensive Plan, administered by Planning and Development Services, were not transferred because the work was not completed in FY08. Funds will be transferred from the Economic Development Fund to the General Fund for expenditure. This item will appropriate funds in both the Economic Development Fund and the Development Services department in the General Fund to complete the project (\$50,000 will be appropriated in each fund).

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Economic Development has acquired the maintenance portion of City-owned property on First Street. Funds are requested in the Economic Development Fund for asbestos abatement and demolition (\$48,588), site work (\$43,910), and mowing maintenance

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This item is for the addition of one Full Time Equivalent (FTE) Construction Inspector position in the Public Works Department. The incumbent in this position will be primarily responsible for providing inspection services on Water and Wastewater Capital Improvement projects and will initially spend a significant portion of his/her time providing inspection services on the Water Well #7 Collection Line. This position will be budgeted in Public Works Engineering, but funding will ultimately come from the Water and Wastewater CIP when the Inspector's time is charged to the Utility work orders.

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approval processes over the summer. Funds for this item are available in the Memorial Cemetery Fund.

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**15. Channel 19 Improvements: \$13,664**

Public Communications requests \$13,664 in TV19 EG fee funds be appropriated to complete the rewiring the upgraded operations of the TV19 control room. This project will include an automation playback system (\$6,929), USB 500GB media drive (\$738), deck control for vcr / dvd (\$250), a dvd / mini dv player recorder (\$979), and the lot delivery, set-up, install and rewiring of the current system (\$3,500). These funds are available in the General Fund.

**16. Police Department Justice Assistance Grant (JAG) Grant (GT0505): \$19,145**

This item appropriates the resources for the City's portion of the 100% 2007 Edward Byrne Memorial Justice Assistance Grant Program (CFDA# 16.579 – grant # 2007-DJ-BX-1002) award through their inter-local agreement application with the City of Bryan and Brazos County, which were not expended in FY08. Funds in the amount of \$13,880 will be appropriated to the Quartermaster division for the purchase of crowd control equipment and \$5,265 will be appropriated to the Administrative division for the purchase of a computer and multimedia equipment to facilitate Com-Stat presentations. In addition, this item increases the police federal grant revenue budget by the same amount. The grant funds are available in the General Fund balance.

**17. Governor's Division of Emergency Management (GDEM) FY08 Homeland Security Grant: \$166,667:**

This item is for the appropriation of resources for the grant the City of College Station has been awarded through the GDEM. The funds will be used by city departments to purchase equipment that will enhance the City's response capabilities to terrorist threats or incidents. The City will be reimbursed 100% of expenses. The grant funds will be available in the General Fund balance.

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

**AN ORDINANCE (BUDGET AMENDMENT 1) AMENDING ORDINANCE NUMBER 3114 WHICH WILL AMEND THE BUDGET FOR THE 2008-2009 FISCAL YEAR AND AUTHORIZING AMENDED EXPENDITURES AS THEREIN PROVIDED.**

**WHEREAS**, the City Council of the City of College Station, Texas, approved its Budget Ordinance for the 2008-2009 Fiscal Year on September 25, 2008; and

**WHEREAS**, the City Council of the City of College Station, Texas, desires to amend the approved Budget Ordinance; and

**WHEREAS**, this amendment was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the Charter of the City of College Station, Texas, after notice of said hearing having been first duly given; now, therefore,

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

**Part 1:** That Part 1 of the Budget Ordinance for the 2008-2009 Fiscal Year is amended to read as follows:

**"PART 1:** That the proposed budget as amended by the City Council of the City of College Station, which is made a part hereof to the same extent as if set forth at length herein, is hereby adopted and approved, a copy of which is on file in the Office of the City Secretary in College Station Texas. Amended appropriations for fiscal year 2008-2009 for the General Fund are \$61,585,202; for the Economic Development Fund are \$996,625; for the Memorial Cemetery Fund are \$802,355; for the Hotel Tax Fund are \$9,279,826; for the Convention Center Fund are \$9,880,671, for the General Government Capital Improvements Fund are \$7,419,404; for the Parks Capital Improvements Fund are \$2,478,311; for the Streets Capital Improvements Fund are \$2,342,564; for the Northgate Parking Fund are \$895,160; for the Water Fund are \$15,490,901; and for the Equipment Replacement Fund are \$4,207,593. Amended regular full and part-time positions is 858.5. All other appropriations as originally adopted and amended by the City Council remain in full force and effect."

**Part 2:** That this ordinance shall become effective immediately after passage and approval.

**PASSED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
Mayor

**APPROVED:**

*Harry Cangel*  
\_\_\_\_\_  
City Attorney

## Fiscal Year 2008-2009 Budget Amendment #1

The proposed budget amendment is to increase the appropriations for the items listed below by \$13,711,589.

### 1. 2008 GOB Projects: \$9,723,000

On November 4, 2008, City of College Station voters approved a General Obligation Bond package in the amount of \$76,950,000. The projects included in the bond package are projected to be completed over a period of seven years. This item will appropriate the funds that are anticipated to be needed in year one (FY09). General Obligation Bond funds are projected to be issued for each of these projects later this fiscal year. Below is a summary the appropriations needed for the projects that are anticipated to begin in FY09:

#### Fire Station #6: \$6,990,000

The total budget for this project is \$6,990,000. It is anticipated that \$720,000 will be expended on design in FY09 and the balance will be expended in FY10 on construction. As it is likely this project will be delivered as a Construction Manager at Risk project, meaning design and construction will be brought forth to Council at one time, the total budget for the project is being appropriated as part of this budget amendment. This item will appropriate the budget for this project in the General Government Facilities and Technology Capital Improvement Projects Fund.

#### Skate Park: \$920,000

The total budget for this project is \$920,000. It is anticipated that \$105,000 of these funds will be expended on design in FY09 and the balance will be expended in FY10 on construction. As it is likely this project will be delivered as a Construction Manager at Risk project, meaning design and construction will be brought forth to Council at one time, the total budget for the project is being appropriated as part of this budget amendment. This item will appropriate this portion of the budget for this project in the Parks Capital Improvement Projects Fund.

#### Creekview Neighborhood Park: \$515,000

The total budget for this project is \$515,000. It is anticipated that these funds will be expended in FY09. This item will appropriate the budget for this project in the Parks Capital Improvement Projects Fund.

#### Neighborhood Parks Revolving Fund: \$500,000

The total budget for this project is \$1,000,000. It is anticipated that \$500,000 of these funds will be expended in FY09 and the balance will be expended in FY10. This item will appropriate this portion of the budget for this project in the Parks Capital Improvement Projects Fund.

#### Neighborhood Park Improvements: \$290,000

The total budget for this project is \$900,000. It is anticipated that \$290,000 of these funds will be expended in FY09 on the first phase of park improvements. This item will appropriate this portion of the budget for this project in the Parks Capital Improvement Projects Fund.

#### Hike and Bike Trail Completion: \$333,000

The total budget for this project is \$1,000,000. It is anticipated that \$333,000 of these funds will be expended in FY09 and the balance will be expended in FY10 and FY11. This item will appropriate this portion of the budget for this project in the Streets Capital Improvement Projects Fund.

Victoria Avenue: \$175,000

The total budget for this project is \$2,455,000. It is anticipated that \$175,000 of these funds will be expended on design in FY09 and the balance will be expended in FY10 and FY11 on construction. This item will appropriate this portion of the budget for this project in the Streets Capital Improvement Projects Fund.

**2. Convention Center Land Purchase: \$2,600,000**

On October 23, 2008, Council approved a real estate contract in the amount of \$9,600,000 for the purchase of the Chimney Hills shopping center. The site is proposed for a future Convention Center. \$7,000,000 for the acquisition is being funded from the FY09 Hotel Occupancy Tax Fund. The additional \$2,600,000 will be funded from Certificates of Obligation scheduled to be issued later this fiscal year. \$7,000,000 has been appropriated in FY09 in the Convention Center Fund. This item will appropriate the remaining \$2,600,000 in the Convention Center Fund.

**3. Proposed Convention Center Site - Operations and Maintenance: \$150,000**

On October 23, 2008, Council approved a real estate contract in the amount of \$9,600,000 for the purchase of the Chimney Hills shopping center. The site is proposed for a future Convention Center. This budget amendment item is for operations and maintenance (O&M) costs for the facilities that currently exist on the property. There are several businesses on the property with outstanding leases. The O&M costs may include utility costs, property management costs and the cost of the addition of a new roof on the portion of the facility that will remain once the Convention Center is completed. Estimates of the O&M costs are preliminary and an additional FY09 budget amendment item may be brought forth to Council in the future for additional anticipated expenses. It is expected that the cost of the O&M for the site will be recovered through lease revenue generated from current tenants. This item will appropriate funds in the Convention Center Fund for the O&M costs related to the facility.

**4. Equipment Replacement Purchase (Fire pumper & WWTP slinger truck); \$561,000**

The Fire Suppression division requests \$525,000 be re-appropriated to purchase a fire pumper truck that was originally scheduled for replacement in FY07. The funds were encumbered at the end of FY07, but were unable to be spent because American LaFrance Pumper filed for bankruptcy in 2008. The funds were not able to be encumbered or spent in FY08. Funds are available for this item in the Equipment Replacement Fund balance.

In addition, the regular replacement cost of the WWTP slinger truck is expected to exceed budget estimates by \$75,000; this purchase is partially offset by savings from the replacement cost of a Sanitation brush truck, which should be under budget by \$39,000. The net funds necessary for this purchase is \$36,000, which is available in the Equipment Replacement Fund balance.

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**December 11, 2008  
Regular Agenda Item 8  
Arts Council Building Renaming**

**To:** Glenn Brown, City Manager

**From:** City Manager's Office

**Agenda Caption:** Presentation, possible action, and discussion on renaming the P. David Romei Arts Center.

**Recommendation(s):** The Executive Committee of the Arts Council Board of Directors recommended at their November 25 meeting to remove the name of P. David Romei from the Arts Council Building. The full Arts Council Board of Directors met on December 2 and also concurs with the recommendation to remove all references to Romei from the Arts Council Building as stated in the attached letter.

**Summary:** This item was requested at the November 24 City Council meeting as well as by the Arts Council Executive Committee at their meeting on November 25 and the full Arts Council Board on December 2. The following provides a little background on the original naming:

- A letter from Bobby Bisor, then President of the ACBV, was read at the March 27, 2003 City Council meeting. In that letter, he explains the Board's Executive Committee's recommendation on naming the new facility "P. David Romei at Wolf Pen Creek"
- At that same meeting, a motion was made to endorse the Board's Executive Committee's recommendation in naming the new facility "P. David Romei at Wolf Pen Creek"
- The Board of Directors of the ACBV then unanimously accepted and adopted the Mayor's and Council's resolution

**Budget & Financial Summary:** The attached letter from the Arts Council also requests College Station's financial assistance in the costs related to the removing of the name. If future actions are taken to rename the building through donations to the Arts Council, the Arts Council will in turn seek to reimburse the City for its assistance in the removal of the name.

**Attachments:**

1. Letter from the Arts Council
2. City of College Station Guidelines for the Naming of Public Facilities

**HAND**

DEC 04 2008

**DELIVERED**

10:32 AM

CAROL WAGNER  
PRESIDENT

BECKY RUSSELL  
IMMEDIATE PAST PRESIDENT

MITCH MOREHEAD  
PRESIDENT-ELECT

SUE LEE  
TREASURER

TOM WILKINSON  
SECRETARY

THOM LEMMONS  
VICE PRESIDENT OF AFFILIATE RELATIONS

3 December 2008

Mayor Ben White  
City Council of College Station  
City of College Station  
College Station, TX 77840

Dear Mayor and Council Members:

PETER CANNEY

SHERYLON CARROLL

KAY CONLEE

JOHN HAPP

PENELOPE KOSZTOLNYIK

MILES MARKS

LYNN MCILHANEY

GUADALUPE REYES, JR.

KAY RICE

JULIE RICH

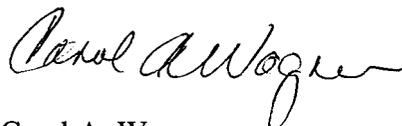
The Arts Council of the Brazos Valley hereby concurs in the efforts to remove all reference to P. David Romei from the Arts Council building on Dartmouth Street.

The Arts Council also requests the City of College Station's financial assistance in the costs related to this action.

If in the future actions are taken to rename the building through donations to the Arts Council, the Arts Council will in turn attempt to seek reimbursement to the City for its assistance in the removal of the name.

The Board of Directors of the Arts Council of the Brazos Valley is appreciative of the City of College Station's efforts and assistance in this matter. Please do not hesitate to contact me if there are any questions.

Sincerely,



Carol A. Wagner

PADRAIC L. FISHER  
EXECUTIVE DIRECTOR

2275 Dartmouth Street  
College Station • Texas • 77840

OFFICE: 979.696.2787

FAX: 979.680.1072

info@acbv.org

WWW.ACBV.ORG

**City of College Station, Texas**  
**GUIDELINES FOR THE NAMING OF PUBLIC FACILITIES**

Approved April 8, 2004 - Agenda Item 10.10

**Purpose**

The purpose of these guidelines is to establish a systematic and consistent approach for the official naming of public facilities in the City of College Station, including parks, facilities, recreational areas, streets, and municipal buildings.

**Objectives**

- Ensure that parks, facilities, recreational areas, and municipal buildings are easily identified and located.
- Ensure that given names to parks, facilities, recreational areas, and municipal buildings are consistent with the values and character of the area or neighborhood served.
- Encourage public participation in the naming, renaming, and dedication of parks, facilities, recreational areas, and municipal buildings.
- Encourage the dedication of lands, facilities, or donations by individuals and/or groups.
- Advance the reputation of the City as well as increase the understanding and public support for its programs.

**Criteria**

The practice of the City of College Station is to name parks, recreation areas, facilities, and municipal buildings through an adopted process utilizing the above objectives, emphasizing community values and character, local and national history, geography, the environment, civics, and service to the City of College Station. Therefore, the following criteria shall be used in determining the appropriateness of the naming designation:

- Neighborhood, geographic, or common usage identification;
- A historical figure, place, event, or other instance of historical or cultural significance;
- National and state historical leaders or heroes, both past and present;
- An individual, living or deceased [a] who has made a significant land and/or monetary contribution to the park, recreation area, facility, or municipal building, or [b] who has had the contribution made "In Memoriam" and when the name has been stipulated as a condition of the donation;
- An individual, living or deceased, who has contributed outstanding civic service to the City;
- Predominant plant materials; or
- Streams, rivers, lakes, and creeks.

Facilities or specialized areas may have a name different from that of the larger park, recreation area, facility, or municipal building.

When feasible, the process to name parks, recreation areas, facilities, and municipal buildings should begin within twelve (12) months after the City has acquired title to the land and/or formally accepted the dedication.

Names that are similar to existing parks, recreation areas, facilities, and municipal buildings should not be considered in order to minimize confusion.

### **Renaming**

The City reserves the right to change the name of a park, recreation area, facility or municipal building to maintain consistency with these guidelines. However, renaming carries with it a much greater burden of process compared to initial naming. Tradition and continuity of name and community identification are important community values. Each request to rename must meet the criteria of this policy, but meeting all criteria does not ensure renaming.

### **Procedures**

Upon approval of these guidelines by Council, procedures consistent with the guidelines will be developed. It is anticipated that naming/renaming requests will be submitted to the City Manager. The Manager will then forward the request through an appropriate board, committee, or organization or directly to the City Council for approval. (For example, if the naming or renaming request is for a parks facility, the City Manager will submit the request to the Parks and Recreation Advisory Board who will review and make a recommendation. The City Manager will review that recommendation and then submit it to Council for approval.)

The City Council may, upon its own initiative, name or rename a City facility without following these guidelines. An individual council member may submit a naming suggestion to the City Manager, who will then apply the guidelines and procedures.