



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, April 09, 2009 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.

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 on approval of minutes for City Council Workshop and Regular Meeting March 26, 2009.

b. Presentation, possible action, and discussion to authorize implementation of an Identity Theft Program for Utility Customer Services.

c. Presentation, possible action, and discussion on an inter-local agreement (ILA) with Brazos County and the City of Bryan for the purpose of application and acceptance of a U.S. Department of Justice, 2009 Justice Assistance Grant (JAG).

d. Presentation, possible action, and discussion regarding Strong & Sustainable Neighborhoods Grant Program.

- e. Presentation, possible action, and discussion on Change Order No. 1 to Professional Services Contract 09-025 with Malcolm Pirnie, Inc., in the amount of \$38,488 for the design of the Groundwater Well No. 8.
- f. Presentation, possible action, and discussion on Change Order No. 1 to Professional Services Contract 07-086 with Malcolm Pirnie, Inc., in the amount of \$32,455 for the design of the Parallel Wellfield Collection Line.
- g. Presentation, possible action, and discussion on obtaining approval for the medical and dental Administrative Services Agreement contract renewal with Blue Cross and Blue Shield for claims administration for the calendar year 2009, in the amount of \$415,531.
- h. Presentation, possible action and discussion regarding renewal of an annual price agreement with Vulcan Materials Company in an amount not to exceed \$217,500 at \$43.50 per ton for cover stone, trap rock for the maintenance of streets.
- i. Presentation, possible action, and discussion of resolution to appoint election workers for the May 9, 2009 general municipal election, general school officer election, and special school bond election.
- j. Presentation, possible action, and discussion regarding a supplement to the Inter Local Government Agreement between the City of College Station and College Station Independent School District for the purpose of adding two newly created precincts to the Notice of Election for joint election on Saturday May 9, 2009.
- k. Presentation, possible action and discussion regarding approval of a Wickson Creek Special Utility District Water Service Application for the BVSWM Twin Oaks Landfill in Grimes County.

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 regarding an ordinance vacating and abandoning a 0.26 acre, 20 foot wide Public Utility Easement, which is located on Lot 9R of Block 1 of the Gateway Phase 1 Subdivision according to the plat recorded in Volume 7945, Page 172, of the Deed Records of Brazos County, Texas.
2. Presentation, possible action and discussion regarding a resolution adopting a Regional Watershed Stormwater Education Strategy.
3. Presentation, possible action, and discussion to expand the proposed milling and overlaying of streets within the project boundaries of the College Park – Breezy Heights utility and street rehabilitation project.
4. Adjourn.

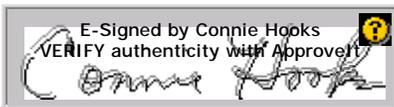
If litigation issues arise to the posted subject matter of this Council Meeting an executive session will be held.

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, April 09, 2009 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 6th day of April, 2009 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. The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on April 6, 2009 at 2:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

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

Dated this ____ day of _____, 2009 By _____

Subscribed and sworn to before me on this the ____ day of _____, 2009.

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

Notary Public – Brazos County, Texas My commission expires: _____

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

April 9, 2009
Consent Agenda Item No. 2b
Identity Theft Program

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action, and discussion to authorize implementation of an Identity Theft Program for Utility Customer Services.

Recommendation(s): Staff recommends approval of Identity Theft Program as presented.

Summary: The Federal Trade Commission (FTC), the federal bank regulatory agencies, and the National Credit Union Administration (NCUA) have issued regulations (the Red Flags Rules) requiring financial institutions and creditors to develop and implement written identity theft prevention programs, as part of the Fair and Accurate Credit Transactions (FACT) Act of 2003. The programs must be in place by May 1, 2009, and must provide for the identification, detection, and response to patterns, practices, or specific activities — known as “red flags” — that could indicate identity theft.

A creditor is any entity that regularly extends, renews, or continues credit; any entity that regularly arranges for the extension, renewal, or continuation of credit; or any assignee of an original creditor who is involved in the decision to extend, renew, or continue credit. Accepting credit cards as a form of payment does not in and of itself make an entity a creditor. Creditors include finance companies, automobile dealers, mortgage brokers, utility companies, and telecommunications companies. Where non-profit and government entities defer payment for goods or services, they, too, are to be considered creditors. Most creditors, except for those regulated by the Federal bank regulatory agencies and the NCUA, come under the jurisdiction of the FTC.

Attached is the program prepared for College Station Utilities. This program formalizes many of things the City of College Station has already been doing related to identity theft, and puts in place other steps to help address the identity theft issue.

Budget & Financial Summary: N/A

Attachments:

Resolution and City of College Station Identity Theft Program

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE ADOPTION AND IMPLEMENTATION OF COLLEGE STATION UTILITIES' IDENTITY THEFT PREVENTION PROGRAM

WHEREAS, the City Council of the City of College Station, Texas, recognizes the requirement of an Identity Theft Prevention Program pursuant to the Federal Trade Commission's Red Flags Rule, which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003, 16 C. F.R. §681.2; and

WHEREAS, the City Council of the City of College Station, Texas, acknowledges the Identity Theft Prevention Program was created and designed to detect, protect and mitigate identity theft relating to covered accounts of College Station Utilities; now, therefore,

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

PART 1: That the City Council hereby approves and adopts the implementation of the College Station Utilities' Identity Theft Prevention Program and said program is attached hereto as Exhibit "A".

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

ADOPTED this _____ day of _____, A.D. 2009.

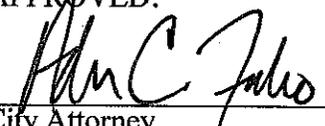
ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



City Attorney

**COLLEGE STATION UTILITIES
IDENTITY THEFT PREVENTION PROGRAM
EFFECTIVE MAY 1, 2009**

I. ADOPTION OF PROGRAM AND GENERAL INFORMATION

a. The College Station Utilities ("Utility") developed this Identity Theft Prevention Program ("Program") pursuant to the Federal Trade Commission's Red Flags Rule ("Rule"), which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003 16 C.F.R. §681.2. This Program was developed with oversight from College Station Utilities with approval by the College Station City Council. After consideration of the size and complexity of the Utility's operations and account systems, and the nature and scope of the Utility's activities, College Station Utilities and the College Station City Council determined that this Program was appropriate for College Station Utilities, and therefore approved this Program on April 9, 2009.

b. An Identity Theft Prevention Program was created and designed to detect, prevent, and mitigate identity theft relating to covered accounts of the Utility. The objective of College Station Utilities is to safeguard the "identifying information" of the Utility customers for the purpose of identifying and preventing identity theft.

II. PROGRAM PURPOSE AND DEFINITIONS

a. **Fulfilling Requirements of the Red Flags Rule.** Under the Red Flag Rule, every financial institution and creditor is required to establish an "Identity Theft Prevention Program" tailored to its size, complexity and the nature of its operation. This requirement ensures the City of College Station has a program in place to detect, prevent, and diminish identity theft in connection with the opening and maintaining of utility accounts, and establishes written procedures for security and storing of personal information. Each program must contain reasonable policies and procedures to:

- (1) **Identify** relevant Red Flags for new and existing covered accounts and incorporate those Red Flags into the Program
- (2) **Detect** Red Flags that have been incorporated into the Program;
- (3) **Respond** appropriately to any Red Flags that are detected to prevent and mitigate Identity Theft; and
- (4) **Ensure** the Program is updated periodically, to reflect changes in risks to customers or to the safety and soundness of the creditor from Identity Theft.

b. **Red Flags Rule definitions used in this Program**

- (1) **Identity Theft** – Fraud committed using the identifying information of another person.

- (2) **Red Flag** – Pattern, practice, or specific activity that indicates the possible existence of Identity Theft.
- (3) **Creditors** – Include finance companies, automobile dealers, mortgage brokers, utility companies, and telecommunications companies. Where non-profit and government entities defer payment for goods or services, they, too, are to be considered creditors. According to the Rule, a municipal utility is a creditor subject to the Rule requirements.
- (4) **Covered Account** – Any account the Utility offers or maintains primarily for personal, family or household purposes, that involves multiple payments or transactions; and any other account the Utility offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the Utility from Identity Theft. All the Utility's accounts that are individual utility service accounts held by customers of the utility, whether residential, commercial or industrial, are covered by the Rule.
- (5) **Identifying information** – Any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including: name, address, telephone number, social security number, date of birth, government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, unique electronic identification number, computer's Internet Protocol address, or routing code.

c. This policy applies to all City of College Station Employees and service providers that have access to the Utility's customer's personal information that is submitted in person, by email, by fax, through regular mail, or over the internet.

III. IDENTIFICATION OF RED FLAGS

a. In order to identify relevant Red Flags, the Utility considers the types of accounts that it offers and maintains, the methods it provides to open its accounts, the methods it provides to access its accounts, and its previous experiences with Identity Theft. The Utility identifies the following red flags, in each of the listed categories:

b. Red Flags for Notifications and Warnings from Credit Reporting Agencies

- (1) Report of fraud accompanying a credit report;
- (2) Notice or report from a credit agency of a credit freeze on a customer or applicant;

- (3) Notice or report from a credit agency of an active duty alert for an applicant; and
- (4) Indication from a credit report of activity that is inconsistent with a customer's usual pattern or activity.

c. Red Flags for Suspicious Documents

- (1) Identification document or card that appears to be forged, altered or inauthentic;
- (2) Identification document or card on which a person's photograph or physical description is not consistent with the person presenting the document;
- (3) Other document with information that is not consistent with existing customer information (such as if a person's signature on a check appears forged); and
- (4) Application for service that appears to have been altered or forged.

d. Red Flags for Suspicious Personal Identifying Information

- (1) Identifying information presented that is inconsistent with other information the customer provides (example: inconsistent birth dates);
- (2) Identifying information presented that is inconsistent with other sources of information (for instance, an address not matching an address on a credit report);
- (3) Identifying information presented that is the same as information shown on other applications that were found to be fraudulent;
- (4) Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);
- (5) Social security number presented that is the same as one given by another customer;
- (6) An address or phone number presented that is the same as that of another person;
- (7) A person fails to provide complete personal identifying information on an application when reminded to do so (however, by law social security numbers must not be required); and

- (8) A person's identifying information is not consistent with the information that is on file for the customer.

e. Red Flags for Suspicious Account Activity or Unusual Use of Account

- (1) Change of address for an account followed by a request to change the account holder's name;
- (2) Payments stop on an otherwise consistently up-to-date account;
- (3) Account used in a way that is not consistent with prior use (example: very high activity);
- (4) Mail sent to the account holder is repeatedly returned as undeliverable;
- (5) Notice to the Utility that a customer is not receiving mail sent by the Utility;
- (6) Notice to the Utility that an account has unauthorized activity;
- (7) Breach in the Utility's computer system security; and
- (8) Unauthorized access to or use of customer account information.

f. Red Flag Alerts from Others. Notice to the Utility from a customer, identity theft victim, law enforcement or other person that it has opened or is maintaining a fraudulent account for a person engaged in Identity Theft.

IV. DETECTING RED FLAGS

a. Detection of New Accounts. In order to detect any of the Red Flags identified above associated with the opening of a new account, Utility personnel will take the following steps to obtain and verify the identity of the person opening the account:

- (1) Require certain identifying information such as name, residential or business address, driver's license or other identification;
- (2) Request additional documentation to establish identity if necessary;
- (3) Independently contact the customer.

c. Detection of Existing Accounts. In order to detect any of the Red Flags identified above for an **existing account**, Utility personnel will take the following steps to monitor transactions with an account:

- (1) Verify the identification of customers if they request information (in person, via telephone, via facsimile, via email);
- (2) Verify the validity of requests to change billing addresses; and
- (3) Verify changes in banking information given for billing and payment purposes.

V. PREVENTING AND MITIGATING IDENTITY THEFT

a. Prevention and Mitigation. In the event Utility personnel detect any identified Red Flags, such personnel shall take one or more of the following steps, depending on the degree of risk posed by the Red Flag:

- (1) Continue to monitor an account for evidence of Identity Theft;
- (2) Contact the customer;
- (3) Change any passwords or other security devices that permit access to accounts;
- (4) Not open a new account;
- (5) Close an existing account;
- (6) Reopen an account with a new number;
- (7) Notify the Utility Customer Service Manager for determination of the appropriate step(s) to take;
- (8) Notify law enforcement; or
- (9) Determine that no response is warranted under the particular circumstances.

b. Protect customer identifying information. In order to further prevent the likelihood of Identity Theft occurring with respect to Utility accounts, the Utility will take the following steps with respect to its internal operating procedures to protect customer identifying information:

- (1) Ensure that its website is secure or provide clear notice that the website is not secure;
- (2) Ensure complete and secure destruction of paper documents and computer files containing customer information according to Federal and State law;

- (3) Ensure that office computers are password protected and that computer screens lock after a set period of time;
- (4) Keep offices clear of papers containing customer information
- (5) Ensure computer virus protection is up to date; and
- (6) Require and keep only the kinds of customer information that are necessary for utility purposes.

c. **Notice of Identity Theft.** Once a customer identifies themselves to the Utility as a victim of identity theft and notifies the Utility of the theft the Utility shall request from the customer the following:

- (1) Request the Utility customer provide a picture identification that meets the requirements for a opening a new account;
- (2) The Utility will provide the Utility customer with a Notice of Identity Theft Affidavit;
- (3) The Utility customer will be required to submit a copy of both a police report and the Notice of Identity Theft Affidavit;
- (4) The Utility will document the receipt of the documents;
- (5) When the documents are received the Utility will take action that could include the following:
 - a. Monitor the account
 - b. Contact the customer
 - c. Refuse to open the account
 - d. Notify law enforcement
 - e. Determine that no response is warranted under the particular circumstances

VI. PROGRAM UPDATES

The Utility Customer Service Manager will periodically review and update this Program to reflect changes in risks to customers and the soundness of the Utility from Identity Theft. In doing so, the Utility Customer Service Manager will consider the Utility's experiences with Identity Theft situations, changes in Identity Theft methods, changes in Identity Theft detection and prevention methods, and changes in the Utility's business arrangements with other entities.

After considering these factors, the Utility Customer Service Manager will determine whether changes to the Program, including the listing of Red Flags, are warranted. If warranted, the Utility Customer Service Manager will update the Program or present the City Council with his or her recommended changes and the City Council will make a determination of whether to accept, modify, or reject those changes to the Program.

VII. PROGRAM ADMINISTRATION.

a. Oversight. Responsibility for developing, implementing and updating this Program lies with the Utility Customer Service Manager. The Utility Customer Service Manager will be responsible for the Program administration, for ensuring appropriate training of Utility staff on the Program, for reviewing any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating Identity Theft, determining which steps of prevention and mitigation should be taken in particular circumstances and considering periodic changes to the Program.

b. Staff Training and Reports. Utility staff responsible for implementing the Program shall be trained either by or under the direction of the Utility Customer Service Manager in the detection of Red Flags, and the responsive steps to be taken when a Red Flag is detected.

c. Service Provider Arrangements. In the event the Utility engages a service provider to perform an activity in connection with one or more accounts, the Utility will take the following steps to ensure the service provider performs its activity in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of Identity Theft.

- (1) Require, by contract, that service providers have such policies and procedures in place; and
- (2) Require, by contract, that service providers review the Utility's Program and report any Red Flags to the Utility Customer Service Manager.

CITY OF COLLEGE STATION:

Mayor

Date: _____

ATTEST:

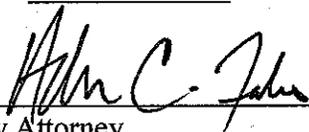
City Secretary

Date: _____

APPROVED:

City Manager

Date: _____



City Attorney

Date: _____

Chief Financial Officer

Date: _____

April 9, 2009
Consent Agenda Item No. 2c
Justice Assistance Grant (JAG) Inter-local Agreement

To: Glenn Brown, City Manager

From: Michael Ikner, Chief of Police

Agenda Caption: Presentation, possible action, and discussion on an inter-local agreement (ILA) with Brazos County and the City of Bryan for the purpose of application and acceptance of a U.S. Department of Justice, 2009 Justice Assistance Grant (JAG).

Recommendation(s):
Staff recommends Council approval.

Summary:

This Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions and fund all components of the criminal justice system. JAG funded projects may address crime through the provision of services directly to individuals and /or communities by improving the effectiveness and efficiency of criminal justice systems, processes and procedures. The grant is authorized by the American Recovery and Reinvestment Act of 2009.

College Station Police Department intends to utilize this funding for the purpose of supporting local initiatives, technical assistance, training, equipment, supplies and information technology projects in support of our community-oriented mission.

Budget & Financial Summary:

This 2009 JAG allocation for Brazos County is \$425,421. This amount is based upon a statutory, JAG formula that considers the jurisdiction's share of State population and reported part 1 violent crime statistics.

Individual recommended allocations designated by the Department of Justice are: Brazos County- \$23,753; Bryan- \$293,158; College Station- \$108,511 for a total of \$425,421. However, Brazos County has been certified as a disparate jurisdiction. As such, all jurisdictions must enter into an Inter-Local Agreement to specify an award distribution to each unit of local government in a manner that will address disparity and must apply for funding jointly.

College Station and Bryan Police Departments have agreed to provide 15% of their recommended funding to Brazos County Sheriff's office in an effort to address disparity. As such, the resulting allocation is as follows: Bryan- \$249,185; College Station- \$92,235 and Brazos County- \$84,001.

Bryan Police Department will serve as the administering agency.

Attachments:

- 1.) Inter-local agreement

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

**For
2009 Byrne Justice Assistance Grant (JAG) Program Award**

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

WHEREAS, the County, College Station, and Bryan wish to submit a joint application for grant funds under the U.S. Department of Justice's 2009 Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

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

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to perform governmental functions or services; and

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

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

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

WHEREAS, Bryan also agrees to provide the County \$84,001.00 from the JAG award for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs; and

WHEREAS, Bryan agrees to provide College Station \$92,235.00 from the JAG award for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs; and

WHEREAS, Bryan shall use their \$249,185.00 from the JAG award for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs; and

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

Contract No. _____

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

1. Bryan agrees to pay the County a total of \$84,001.00 of JAG funds.
2. The County agrees to use the \$84,001.00 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
3. Bryan agrees to pay College Station a total of \$92,235.00 of JAG funds.
4. College Station agrees to use \$92,235.00 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
5. Bryan agrees to retain a total of \$249,185.00 of the JAG funds.
6. Bryan agrees to use \$249,185.00 for the purpose of supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs.
7. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.
8. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.
9. No party shall have the right to direct or control the conduct of the other parties with respect to the duties and obligations of each party under the terms of this Agreement.
10. Each entity shall ensure that all applicable laws and ordinances have been satisfied.
11. **Effective Date and Term.** This Agreement shall be effective when signed by the last party who's signing makes the Agreement fully executed and will remain in full force and effect until September 30, 2010.
12. **INDEMNIFICATION.** Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and without waiving its governmental immunity, each party to this Agreement agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused, or asserted to be caused, directly or indirectly by any other party to this Agreement, or any of its officers, agents or employees as a result of its performance under this Agreement.
13. **CONSENT TO SUIT.** Nothing in this Agreement will be construed as a waiver or relinquishment by any party of its right to claim such exemptions, privileges and immunities as may be provided by law.
14. **Invalidity:** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

Contract No. _____

15. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the business address as listed herein.

City of College Station:

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

City of Bryan:

City Manager
City of Bryan
300 South Texas Avenue
Bryan, Texas 77803

Brazos County:

County Judge
Brazos County
300 East 29th Street, Suite 114
Bryan, Texas 77803

14. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. Nor oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
15. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
16. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
17. **Place of Performance.** Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.
18. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.
19. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of 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 any other different or subsequent breach.

Contract No. _____

20. **Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
21. **Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.
22. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

Contract No. _____

EXECUTED this the _____ day of _____, 2009 by **CITY OF BRYAN**.

CITY OF BRYAN

By: _____
D. MARK CONLEE
Mayor

ATTEST:

APPROVED AS TO FORM:

Mary Lynn Stratta
City Secretary

City Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2009.

Notary Public, State of Texas
My Commission Expires: _____

Contract No. _____

EXECUTED this the _____ day of _____, 2009 by CITY OF COLLEGE STATION.

CITY OF COLLEGE STATION

By: _____
BEN WHITE
Mayor

ATTEST:

APPROVED:

Connie Hooks
City Secretary

City Manager

Carla A Robinson

City Attorney

Chief Financial Officer

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2009.

Notary Public, State of Texas
My Commission Expires: _____

Contract No. _____

EXECUTED this the _____ day of _____, 2009 by **BRAZOS COUNTY.**

COUNTY OF BRAZOS

By: _____
RANDY SIMS
County Judge

ATTEST:

APPROVED AS TO FORM:

Karen McQueen
County Clerk

Counsel for Brazos County

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2009.

Notary Public, State of Texas
My Commission Expires: _____

April 9, 2009
Consent Agenda Item No. 2d
Strong & Sustainable Neighborhoods Grant Program

To: Glenn Brown, City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding Strong & Sustainable Neighborhoods Grant Program.

Recommendation(s): Approval of the grant Resolution and related documents.

Summary: At the November 24, 2008 meeting, Council approved staff's recommendations for revising the Gateway Grant Program to broaden its scope and application. Further, the Council directed staff to revise the related documents (Resolution, contracts, etc).

Staff has prepared the documents that will enable funding of a variety of physical and non-physical neighborhood projects. The program will continue to be a cost sharing program (for example if a neighborhood seeks funding to defray the costs associated with application for the single family overlay which currently costs \$500, if awarded a grant the neighborhood would only be responsible for 50% of the costs). Staff believes this cost-sharing effort allows limited funds to aid a larger number of neighborhoods, is consistent with the Council's policy of cost recovery, and helps to ensure there is an "investment" in the process made by the neighborhoods.

There are three types of projects eligible under the grant program – Physical (gateways for example), Non-physical (application fees for example), and Community-building (neighborhood clean-up for example).

Two funding cycles will be utilized, with half of the budgeted funds available in the first round and all remaining funds available in the second round. Half of the budgeted funds are available for physical projects and the remaining half is split evenly between non-physical and community building projects. A review committee consisting of representatives from a variety of city departments will be established to review applications and to recommend grant awards to the City Manager. This review is based on an established set of criteria.

Staff has included a variety of revisions to the current gateway program that will provide more accountability for the program and better define the roles of all parties.

A community meeting has been held to outline the program to neighborhood representatives and applications for the first round of funding are due by April 17th, with grant awards anticipated in May.

Budget & Financial Summary: \$15,000 has been budgeted by Council toward this program.

Attachments:

1. Strong & Sustainable Neighborhood Grant Resolution
2. Physical Project Contract Form
3. Non-Physical & Community-Building Contract Form

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING STRONG & SUSTAINABLE NEIGHBORHOODS GRANT PROGRAM.

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

WHEREAS, the City Council of the City of College Station, Texas, desires to strengthen the relationship between the Home Owners' Association and the City; and

WHEREAS, the City Council of the City of College Station, Texas, seeks to improve the appearance of city neighborhoods and strengthen neighborhood associations; and

WHEREAS, the City of College Station, Texas, has established a "Strong & Sustainable Neighborhoods Grant Program: that has established a grant program providing for a dollar-for-dollar matching grant for up to fifty percent (50%) of their expenses up to Five Hundred And 00/100 Dollars (\$500.00) per application for use by the qualified applicant in the development of their Non-Physical or Community-Building Project; and

WHEREAS, the City of College Station, Texas, has established a "Strong & Sustainable Neighborhoods Grant Program" that has established a grant program providing for a dollar-for-dollar matching grant for up to fifty percent (50%) of their expenses up to Seven Thousand Five Hundred And 00/100 Dollars (\$7,500.00) per application for use by the qualified applicant in the development of their Physical Project; now, therefore,

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

PART 1: That the City Council hereby approves The Strong & Sustainable Neighborhoods Grant Program, attached as Exhibit A.

PART 2: That the City Council hereby approves a Funding Agreement Form for the Payment and Use of General Funds for a Strong & Sustainable Neighborhood Grant – Non-Physical and Community Building Projects, attached as Exhibit B.

PART 3: That the City Council hereby approves a Funding Agreement Form for the Payment and Use of General Funds for a Strong & Sustainable Neighborhood Grant – Physical Projects, attached as Exhibit C.

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

ADOPTED this _____ day of _____, A.D. 2009.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney

FUNDING AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND **[INSERT NAME]** FOR THE PAYMENT AND USE OF GENERAL FUNDS FOR A STRONG & SUSTAINABLE NEIGHBORHOOD GRANT – PHYSICAL PROJECTS

This Agreement is by and between the **City of College Station**, a Texas home rule municipal corporation (the “City”) and **[INSERT NAME]**, a **[INSERT non-profit corporation; unincorporated association]** (the “Grantee”).

WHEREAS, the City Council of the City of College Station, through its Neighborhood Partnership Program, is committed to providing opportunities for Neighborhood Associations or Homeowner’s Associations; and

WHEREAS, the City has established a “Strong & Sustainable Neighborhoods Grant Program” that has established a grant program providing for a dollar-for-dollar matching grant for up to fifty percent (50%) of their expenses up to \$7,500.00 per application for use by the qualified applicant in the development of their Physical Project; and

WHEREAS, Grantee has applied for grant funding under this program and has qualified for grant funding for specified improvements to establish a Physical Project in the **[INSERT NAME]**; and

WHEREAS, the City has authorized payment of grant fund subject to the Grantee complying with the terms and conditions of this Agreement, the “Strong & Sustainable Neighborhood Grant Program” grant program, and all applicable statutes, ordinances, regulations, and other law, now, therefore,

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

For and in consideration of grant funding in an amount not to exceed **SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$7,500.00)** to be paid to the Grantee as set forth herein, the City and Grantee covenant and agree as follows:

**ARTICLE I
DEFINITIONS**

1.1 The term “Grantee” shall mean **[INSERT NAME]**, a Texas **[INSERT TYPE OF ENTITY]**.

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 “funds” as used in this Agreement shall mean any and all grant money that is received by Grantee from the City pursuant to this Agreement.

1.4 The term “Physical Project” shall mean projects that are intended to enhance the physical

aspects of a neighborhood. Some examples are beautification projects, landscaping or a tangible building project such as a gateway or entry-way improvement.

1.5 The term “Strong & Sustainable Neighborhood Grant Program” shall mean a grant program adopted pursuant to City of College Station Resolution No. X-XX-2009-XX.

1.6 The term “Subdivision” shall mean division of a lot, tract, or parcel of land into two or more lots or sites for the purpose of sale, division of ownership or building development.

1.7 The term “Neighborhood” shall mean an area of a community with characteristics that distinguish it from other areas and that may include distinct ethnic or economic characteristics, housing types, schools, or boundaries defined by physical barriers, such as major highways and railroads or natural features, such as rivers

ARTICLE II SCOPE OF GRANT FUNDING

2.1 Grantee shall only use the funds for the sole purpose of constructing and installing a Physical Project as specified in its application as approved by the procedures in the Strong & Sustainable Neighborhood Grant Program.

2.2 This Agreement and any payment made hereunder are contingent upon the Grantee following the Strong & Sustainable Neighborhood Grant Program attached hereto as Exhibit A.

2.3 Grantee shall be solely responsible for selecting, supervising, and paying the construction contractor(s) and for complying with all applicable law.

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

2.5 Grantee shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the work.

2.6 No City employee or official shall receive a direct or indirect benefit from the grant funds, other than living in a neighborhood that receives the funds.

ARTICLE III AMOUNT OF GRANT

3.1 The estimated total cost of the project is **[INSERT AMOUNT AND NO/100 DOLLARS (\$.)]**. The City shall pay fifty percent (50%) of the actual total project cost not to

exceed **SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS** (\$7,500.00). Payments shall be made in accordance with the Strong & Sustainable Neighborhood Grant Program.

ARTICLE IV TERM AND TERMINATION

4.1 Term. The term of this Agreement shall commence after the agreement is executed by all parties, and terminate one year after the execution of the agreement or whenever all grant funds are dispersed.

4.2 Termination Without Cause. This Agreement may be terminated by either party, with or without cause, by giving the other party thirty (30) days advance written notice.

ARTICLE V INDEMNIFICATION AND RELEASE

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

5.2 Grantee assumes full responsibility for the work to be performed and services to be provided hereunder, and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from any and all claims, demands, causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of, any person (whether employees or agents of either of the parties hereto or third persons) and any loss of or damage to property (whether the property is that of either of the parties hereto or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Grantee's work or services provided hereunder whether or not said claims, demands, or causes of actions are covered in whole or part by insurance.

ARTICLE VI GENERAL PROVISIONS

6.1 Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Grantee with another private entity, person, or organization for the performance of those services described Strong & Sustainable Neighborhood Grant Program. In the event that Grantee enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Grantee 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.

6.2 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 Grantee and their respective successors and assigns.

6.3 The City and Grantee 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.

6.4 Grantee 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. Grantee 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. Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination requirement.

6.5 Grantee expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Grantee, 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.

6.6 Grantee 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.

6.7 The parties to this Agreement agree and understand that Grantee is not an agent or representative of the City and that the obligation to compensate its employees and personnel shall be the responsibility of Grantee and shall not be deemed employees of the City for any purpose.

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

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

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

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

6.12 Failure of any party, at any time, to enforce a provision of this Agreement, shall in no

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

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

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

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

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

6.17 It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

6.18 In the event of a material breach of this Agreement by Grantee, the City may exercise any and all legal remedies available to it.

City: City of College Station
1101 Texas Avenue
College Station, Texas 77840

Grantee: [Name and Address]

Executed this the ____ day of _____, 2009.

[INSERT Name]

CITY OF COLLEGE STATION

By: _____

By: _____

City Manager

Printed Name: _____

Date: _____

Title: _____

Date: _____

APPROVED:

City Attorney

Date

Chief Financial Officer

Date

STATE OF TEXAS

)

ACKNOWLEDGMENT

COUNTY OF BRAZOS

)

This instrument was acknowledged before me on the ____ day of _____, 2009, by _____ in his/her capacity as _____ of [INSERT NAME], a Texas [INSERT TYPE OF ENTITY].

Notary Public in and for
The State of Texas

STATE OF TEXAS

)

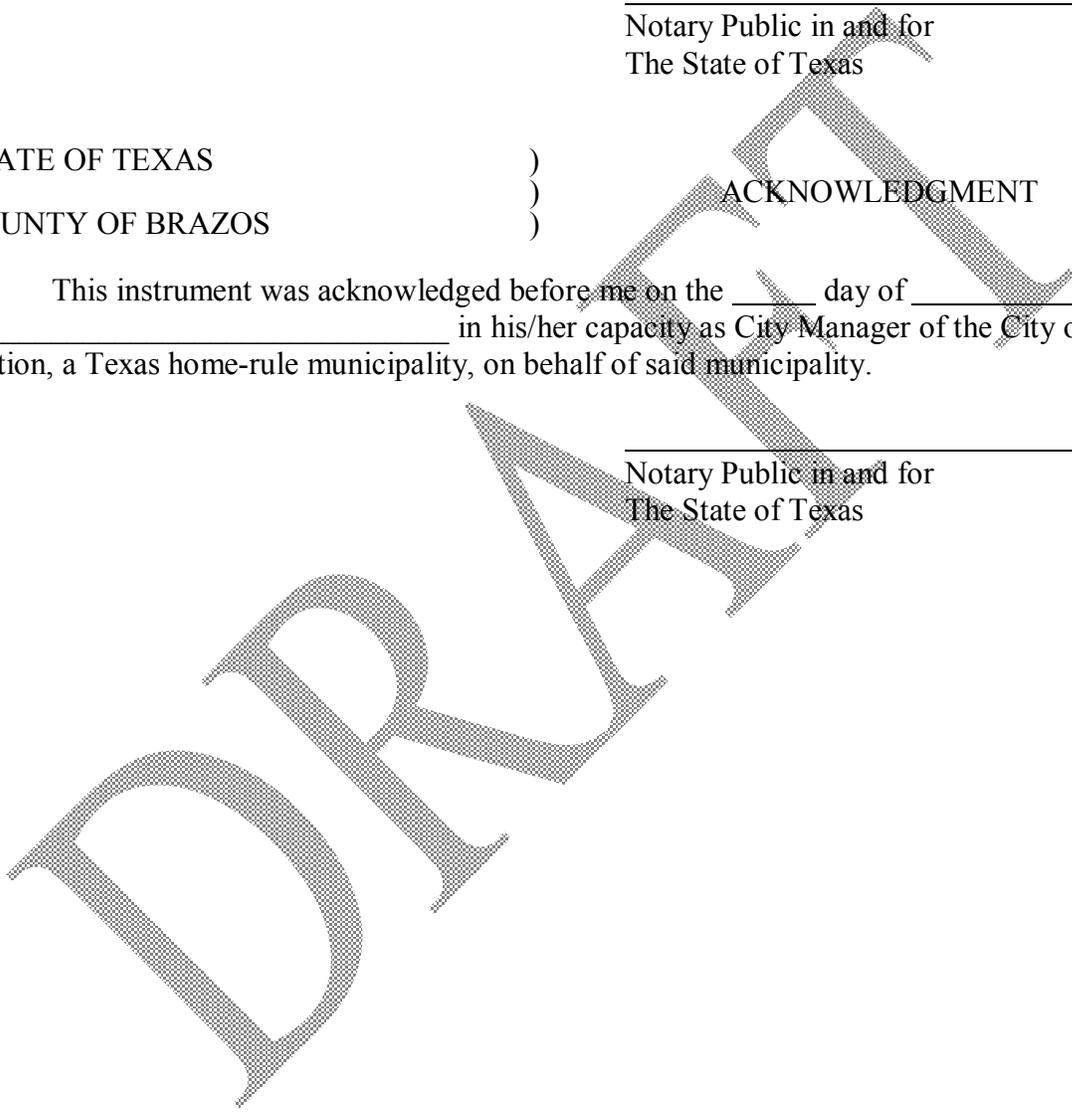
ACKNOWLEDGMENT

COUNTY OF BRAZOS

)

This instrument was acknowledged before me on the ____ day of _____, 2009, by _____ in his/her capacity as City Manager 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



FUNDING AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND **[INSERT NAME]** FOR THE PAYMENT AND USE OF GENERAL FUNDS FOR A STRONG & SUSTAINABLE GRANT – NON-PHYSICAL AND COMMUNITY BUILDING PROJECTS

This Agreement is by and between the **City of College Station**, a Texas home rule municipal corporation (the “City”) and **[INSERT NAME]**, a **[INSERT non-profit corporation; unincorporated association]** (the “Grantee”).

WHEREAS, the City Council of the City of College Station through its Neighborhood Partnership Program, is committed to providing opportunities for Neighborhood Associations or Homeowner’s Associations; and

WHEREAS, the City has established a “Strong & Sustainable Neighborhood Grant Program” that has established a grant program providing for a dollar-for-dollar matching grant for up to fifty percent (50%) of their expenses up to \$500.00 per application for use by the qualified applicant in the development of their Non-Physical or Community-Building Project; and

WHEREAS, Grantee has applied for grant funding under the “Strong & Sustainable Neighborhood Grant Program” and has qualified for grant funding for specified projects in Grantee’s Neighborhood in the **[INSERT NAME]**; and

WHEREAS, the City has authorized payment of grant fund subject to the Grantee complying with the terms and conditions of this Agreement, the “Strong & Sustainable Neighborhood Grant Program” grant programs, and all applicable statutes, ordinances, regulations, and other law; now, therefore,

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

For and in consideration of grant funding in an amount not to exceed **FIVE HUNDRED AND NO/100 DOLLARS (\$500.00)** to be paid to the Grantee as set forth herein, the City and Grantee covenant and agree as follows:

**ARTICLE I
DEFINITIONS**

1.1 The term “Grantee” shall mean **[INSERT NAME]**, a Texas **[INSERT TYPE OF ENTITY]**.

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 “funds” as used in this Agreement shall mean any and all grant money that is received by Grantee from the City pursuant to this Agreement.

1.4 The term “Non-Physical Project” shall mean projects that are intended to strengthen the quality of life and/or integrity of a neighborhood. Some examples are application for a zoning overlay, a training sessions or a workshop. The term “Community Building Project” shall mean projects intended to bring the community together to work on a project. Some examples are a neighborhood clean-up, a drive to increase resident membership or participation in an association, developing a neighborhood newsletter for distribution, community gardens or a neighborhood festival

1.5 The term “Strong & Sustainable Neighborhood Program” shall mean a grant program adopted pursuant to City of College Station Resolution No. X-XX-2009-XX.

1.6 The term “Subdivision” shall mean division of a lot, tract, or parcel of land into two or more lots or sites for the purpose of sale, division of ownership or building development.

1.7 The term “Neighborhood” shall mean an area of a community with characteristics that distinguish it from other areas and that may include distinct ethnic or economic characteristics, housing types, schools, or boundaries defined by physical barriers, such as major highways and railroads or natural features, such as rivers.

ARTICLE II SCOPE OF GRANT FUNDING

2.1 Grantee shall only use the funds for the sole purposes specified in its application as approved by the procedures in the Gateway Grant Program and procedures approved by Council.

2.2 This Agreement and any payment made hereunder are contingent upon the Grantee following the Strong & Sustainable Neighborhood Grant Program attached hereto as Exhibit A.

2.3 Grantee shall be solely responsible for selecting, supervising, and paying contractor(s) and for complying with all applicable law.

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

2.5 Grantee shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the work.

2.6 No City employee or official shall receive a direct or indirect benefit from the grant funds, other than living in a neighborhood that receives the funds.

**ARTICLE III
AMOUNT OF GRANT**

3.1 The estimated total cost of the project is **[INSERT AMOUNT AND NO/100 DOLLARS (\$.)]**. The City shall pay fifty percent (50%) of the actual total project cost not to exceed **FIVE HUNDRED AND NO/100 DOLLARS (\$500.00)**. Payments shall be made in accordance with the Strong & Sustainable Neighborhood Grant Program.

**ARTICLE IV
TERM AND TERMINATION**

4.1 Term. The term of this Agreement shall commence after the agreement is executed by all parties, and terminate one year after the execution of the agreement or whenever all grant funds are dispersed.

4.2 Termination Without Cause. This Agreement may be terminated by either party, with or without cause, by giving the other party thirty (30) days advance written notice.

**ARTICLE V
INDEMNIFICATION AND RELEASE**

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

5.2 Grantee assumes full responsibility for the work to be performed and services to be provided hereunder, and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from any and all claims, demands, causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of, any person (whether employees or agents of either of the parties hereto or third persons) and any loss of or damage to property (whether the property is that of either of the parties hereto or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Grantee's work or services provided hereunder whether or not said claims, demands, or causes of actions are covered in whole or part by insurance.

**ARTICLE VI
GENERAL PROVISIONS**

6.1 Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Grantee with another private entity, person, or organization for the performance of those services described Strong & Sustainable Neighborhood Grant Program. In the event that Grantee enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Grantee 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.

6.2 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 Grantee and their respective successors and assigns.

6.3 The City and Grantee 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.

6.4 Grantee 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. Grantee 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. Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination requirement.

6.5 Grantee expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Grantee, 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.

6.6 Grantee 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.

6.7 The parties to this Agreement agree and understand that Grantee is not an agent or representative of the City and that the obligation to compensate its employees and personnel shall be the responsibility of Grantee and shall not be deemed employees of the City for any purpose.

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

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

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

6.11 Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and

empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective organizations.

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

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

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

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

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

6.17 It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

6.18 In the event of a material breach of this Agreement by Grantee, the City may exercise any and all legal remedies available to it.

City: City of College Station
1101 Texas Avenue
College Station, Texas 77840

Grantee: [Name and Address]

Executed this the ____ day of _____, 2009.

[INSERT Name]

CITY OF COLLEGE STATION

By: _____

By: _____

City Manager

Printed Name: _____

Date: _____

Title: _____

Date: _____

APPROVED:

City Attorney

Date

Chief Financial Officer

Date

STATE OF TEXAS

)

ACKNOWLEDGMENT

COUNTY OF BRAZOS

)

This instrument was acknowledged before me on the ____ day of _____, 2009, by _____ in his/her capacity as _____ of [INSERT NAME], a Texas [INSERT TYPE OF ENTITY].

Notary Public in and for
The State of Texas

STATE OF TEXAS

)

ACKNOWLEDGMENT

COUNTY OF BRAZOS

)

This instrument was acknowledged before me on the ____ day of _____, 2009, by _____ in his/her capacity as City Manager 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

DRAFT

April 9, 2009
Consent Agenda Item No. 2e
Project Number WF1097966
Groundwater Well No. 8

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capital Projects

Agenda Caption: Presentation, possible action, and discussion on Change Order No. 1 to Professional Services Contract 09-025 with Malcolm Pirnie, Inc., in the amount of \$38,488 for the design of the Groundwater Well No. 8.

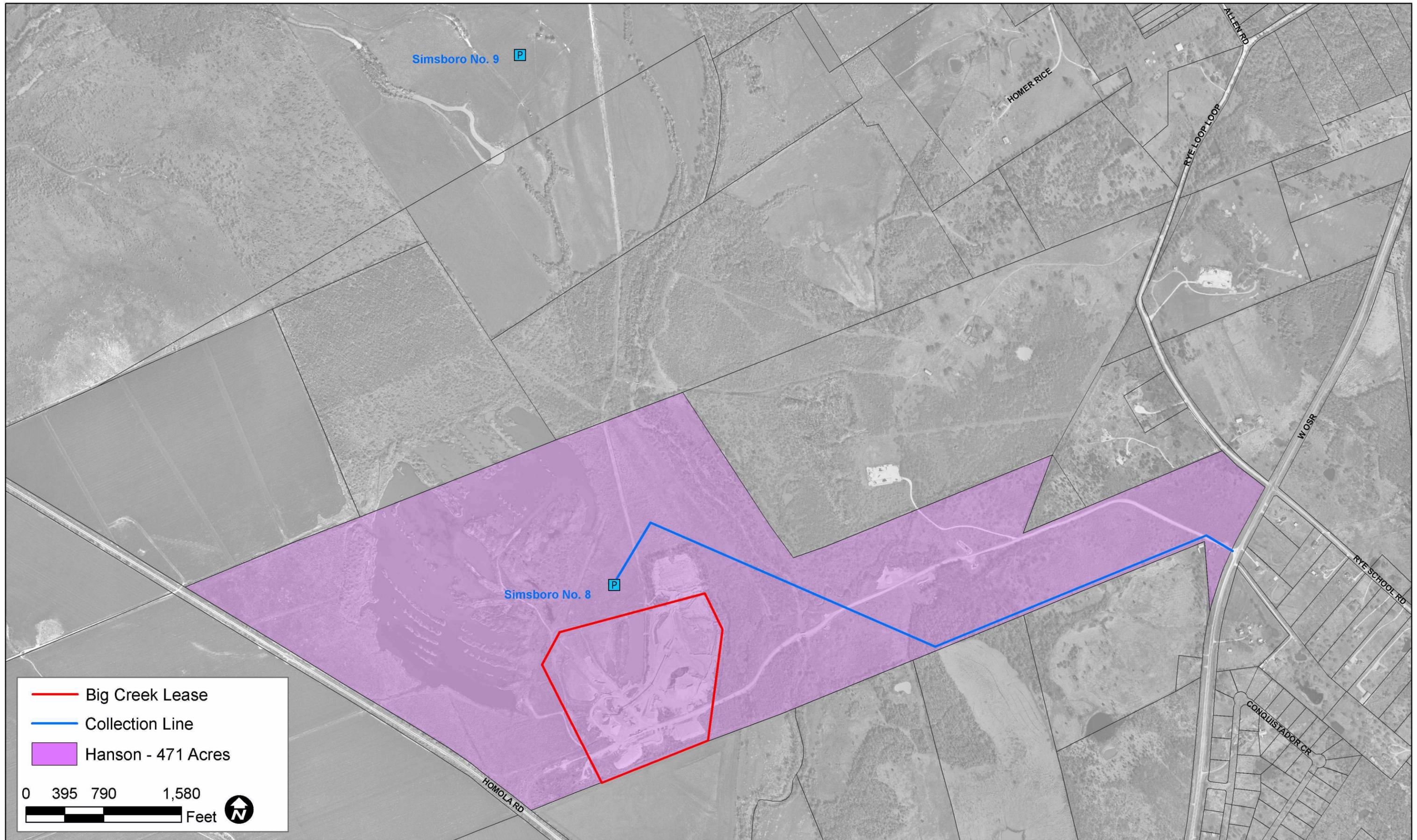
Recommendation(s): Staff recommends approval of the change order.

Summary: Design is underway. The well site is located within the 100 year floodplain. As a result, the well site must be raised using approximately 18,000 cubic yards of fill. Staff has instructed Malcolm Pirnie, Inc. to investigate using soil that is located on the 470 acre site in lieu of importing soil from offsite. The change will cover the environmental investigations and required to determine the existence of wetlands, no endangered species will be negatively impacted, and no archeological sites will be impacted. Also, the change will include a topographic survey for the excavation area to be used for the preparation of the mitigation documents. Malcolm Pirnie, Inc. has estimated a construction savings of \$248,000 for the City if the onsite soil is acceptable for use.

Budget & Financial Summary: Change Order No. 1 will increase the contract amount by \$38,488 for a revised contract total of \$340,993.00. The current budget for this project is \$4,200,000. Funds in the amount of \$302,505 have been expended or committed to date, leaving a balance of \$3,897,495. These funds are budgeted in the Water Capital Improvement Projects Fund.

Attachments:

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



April 9, 2009
Consent Agenda Item No. 2f
Project Number WF0352553
Parallel Wellfield Collection Line

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capital Projects

Agenda Caption: Presentation, possible action, and discussion on Change Order No. 1 to Professional Services Contract 07-086 with Malcolm Pirnie, Inc., in the amount of \$32,455 for the design of the Parallel Wellfield Collection Line

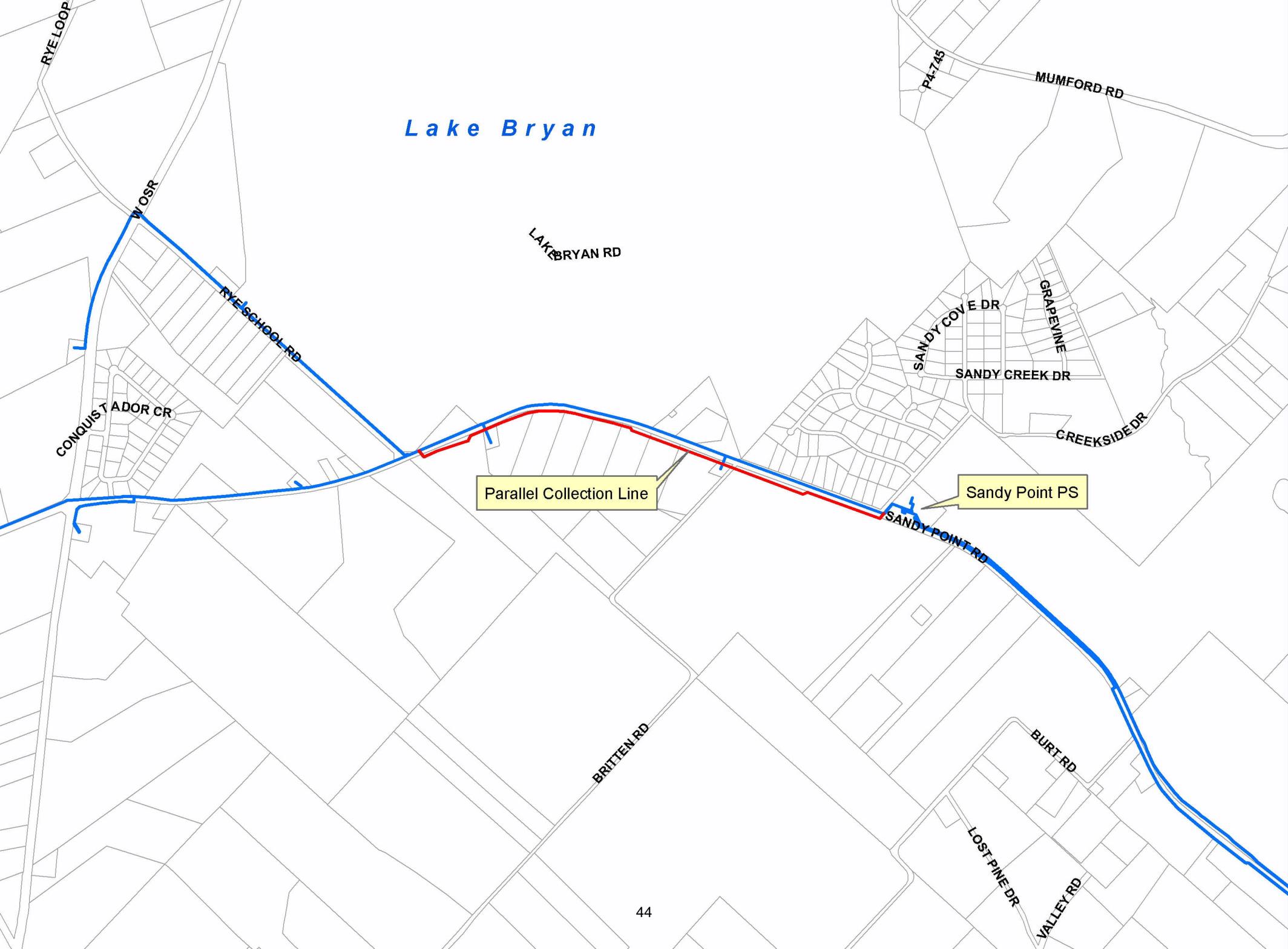
Recommendation(s): Staff recommends approval of the change order.

Summary: Design is underway. This contract was initially negotiated in December 2006. Since then, the City has been acquiring easements from different owners, one property that required condemnation. The majority of this change order, \$24,409 is due to market adjustments from December 2006 to March 2009. The remaining \$8,046 change is an addition the City added to include a connection to the existing 48" transmission line at Sandy Point Pump Station.

Budget & Financial Summary: Change Order No. 1 will increase the contract amount by \$32,455 for a revised contract total of \$256,790.00. The current budget for this project is \$4,262,746. Funds in the amount of \$461,319.94 have been expended or committed to date, leaving a balance of \$3,801,426.06. These funds are budgeted in the Water Capital Improvement Projects Fund.

Attachments:

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



Lake Bryan

Parallel Collection Line

Sandy Point PS

RYE LOOP

W OSR

RYE SCHOOL RD

CONQUISTADOR CR

LAKEBRYAN RD

PA-745

MUMFORD RD

SANDY COVE DR

SANDY CREEK DR

GRAPEVINE

CREEKSIDE DR

BRITTEN RD

BURT RD

LOST PINE DR

VALLEY RD

SANDY POINT RD

April 9, 2009
Consent Agenda Item No. 2g
2009 Blue Cross and Blue Shield
Administrative Services Agreement Contract Renewal

To: Glenn Brown, City Manager
From: Alison Pond, Human Resources Director

Agenda Caption: Presentation, possible action, and discussion on obtaining approval for the medical and dental Administrative Services Agreement contract renewal with Blue Cross and Blue Shield for claims administration for calendar year 2009, in the amount of \$415,531.

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

Summary: At the October 9, 2008 Council meeting, the City Council approved expenditures for fees and projected claims with the carriers. The Council was informed that the contracts would be brought back at a later date for approval, as the contracts had not been received from the carriers before the required designated time for approval of expenditures for 2009.

Blue Cross and Blue Shield has requested a total increase of 6.6% on the medical and dental administration fees combined. These fees are in line with the three year rate caps provided in the Administrative Service Agreement effective 1/1/08.

Budget and Financial Summary: Funds are available in the employee benefits fund.

Attachments:
Blue Cross and Blue Shield ASA / Fee Schedule
Exhibit PG-09 Performance Guarantees

FEE SCHEDULE – 09
Specifications for the
ADMINISTRATIVE
SERVICES AGREEMENT
(the Agreement)

between

Blue Cross and Blue Shield of Texas
(BCBSTX or Claims Administrator)

Blue Cross and Blue Shield of Texas provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims.

and

Group Health Plan of

City of College Station
(Group Health Plan)

Group Number: 80897

These specifications are to apply for the period of time indicated herein and shall continue in force and effect until the end of the Fee Schedule Period, the Agreement is terminated, or this Fee Schedule is superseded in whole or in part by a later executed Fee Schedule.

Item One
Fee Schedule Period

These specifications are for the **Fee Schedule Period** commencing on January 1, 2009 and ending on December 31, 2009.

Item Two
Reports

Monthly billing statement.....No additional charge
Standard reports as specified by the reporting policyNo additional charge

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

**Item Three
Charges for Additional Services**

The following **Additional Services** shall be furnished:

- Subrogation 25.0% of any recovered amounts*
 BlueCard® Program/Network access fees Available Upon request
 BlueCard® Worldwide Program
 International Group (10 or more members living outside of the USA) BCWW Fee Schedule
 Domestic Group (under 10 members living outside of the USA) No additional charge
 Optional Services for International or Domestic Group BCWW Fee Schedule
 * The indicated subrogation fees are based on the net recovery after attorney's fees, if any, have been paid.

**Item Four
Plan Design Materials**

**Claims Administrative Document
Schedule of Specifications
Exhibit A - Plan Service Area**

Benefit Booklets:

Accept/Decline

- | | | | |
|-------------------------------------|-------------------------------------|-----------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Benefit Booklets | <input checked="" type="checkbox"/> No additional charge
<input type="checkbox"/> <u>Supplemental Billing*</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Customized Benefit Booklets | <input type="checkbox"/> No additional charge
<input type="checkbox"/> <u>Supplemental Billing*</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Customized Covers | <input type="checkbox"/> No additional charge
<input type="checkbox"/> <u>Supplemental Billing*</u> |

Subscriber Identification (ID) Cards:

Accept/Decline

- | | | | |
|-------------------------------------|-------------------------------------|---------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Subscriber ID Cards | <input checked="" type="checkbox"/> No additional charge
<input type="checkbox"/> <u>Supplemental Billing*</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Customized ID Cards | <input type="checkbox"/> No additional charge
<input type="checkbox"/> <u>Supplemental Billing*</u> |

- | | |
|---|---|
| Network Provider Directories | <input checked="" type="checkbox"/> No additional charge
<input type="checkbox"/> <u>Supplemental Billing*</u> |
|---|---|

- | | |
|--|---|
| Subscriber Claim Forms, Application Forms, Enrollment Materials | <input checked="" type="checkbox"/> No additional charge
<input type="checkbox"/> <u>Supplemental Billing*</u> |
|--|---|

Special Mailings: Cost has been included in Administrative Charge: Yes No

Identification Cards mailed to home addresses Yes No

Provider Directories mailed to home addresses Yes No

* Any customized materials or additional services or supplies not documented in this Fee Schedule may be subject to *Supplemental Billing* upon mutual agreement of the parties.

**Item Five
Administrative Charges and Credits**

A. The **Administrative Charge**, calculated Monthly, shall be equal to the sum of the amounts obtained by multiplying the total number of covered Subscriber Units by category by the appropriate factors shown below.

Medical	Dental	
<u>\$38.82</u>	<u>\$3.72</u>	For each composite Subscriber Unit

B. The **Termination Administrative Charge** shall be equal to the amount obtained by multiplying the sum of all covered Subscriber Units during the three Months immediately preceding the date of termination by the factors shown below.

Medical	Dental	
<u>\$16.01</u>	<u>\$2.89</u>	For each composite Subscriber Unit

**Item Six
Plan Coverage**

Group Health Plan's Health Benefit Plan coverage inclusive of the following:

- PPO Managed Health Care coverage
- Traditional (Out-of-Area) Indemnity Benefit coverage
- Comprehensive Dental Care coverage

**BLUE CROSS AND BLUE SHIELD
OF TEXAS, a Division of Health Care
Service Corporation, a Mutual Legal
Reserve Company**

**GROUP HEALTH PLAN OF
CITY OF COLLEGE STATION**

By: *Heresa A. Calderon*

By: _____

Title: Divisional Vice President

Title: _____

Date: February 17, 2009

Date: _____

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

Carla A. Robinson

City Attorney
Date: _____

Chief Financial Officer
Date: _____

EXHIBIT-PG-09

Group Health Plans of:

City of College Station – Group Number: 80897;

City of Bryan – Group Number: 82265

County of Brazos – Group Number: 80950

Effective for the Fee Schedule Period beginning January 1, 2009 and ending December 31, 2009

Performance guarantees are contingent upon the following:

- reporting of membership changes,
- payment of Administrative Charges in accordance with the provisions detailed in the Administrative Services Agreement (the Agreement),
- performance guarantees measurement will begin the fourth month following the Group effective date provided that conditions and requirements of the Administrative Services Agreement are met,
- maintaining an enrollment in the Plan medical benefit coverage administered by BCBSTX of not less than 1,950 Subscribers, and
- adherence to the funding requirements as detailed in the Addendum A attached to and made a part of the Agreement.

Capitalized words are defined terms. Wherever these terms are used, the meaning is consistent with the definition given in the Addendum PG attached to and made a part of the Administrative Services Agreement. Performance guarantees set out in this Addendum are limited solely to the medical benefit coverage as explained in the Addendum PG.

Service	Defined Performance Guarantees	Performance Guarantee	Percentage of the Base Administrative Charge at Risk
Claim Turnaround Time	<p>Claim Turnaround Time is defined as the number of days it takes to process a measurable claim, beginning with the date the claim is received to the check/EOB date on Participant-filed claims or to the date the claim passes all edits on provider-filed claims.</p> <p>The performance guarantee is measured as a percent processed within 14 calendar days on a group-specific basis.</p>	<p>90.0% - 100%</p> <p>0% - 89.9%</p>	<p>0%</p> <p>2%</p>
Claim Processing Accuracy	<p>Claim Processing Accuracy is defined as the percent of claims processed accurately.</p> <p>The level of performance guarantee is based on the results from a random sample audit of all claims processed for those customers assigned to the Unit.</p>	<p>95.0% - 100%</p> <p>0% - 94.9%</p>	<p>0%</p> <p>2%</p>
Claim Financial Accuracy	<p>Claim Financial Accuracy is defined as the percent of dollars paid accurately.</p> <p>The level of performance guarantee is based on the results from a random sample audit of all claims processed for those customers assigned to the Unit.</p>	<p>97.0% - 100%</p> <p>0% - 96.9%</p>	<p>0%</p> <p>2%</p>

Service	Defined Performance Guarantees	Performance Guarantee	Percentage of the Base Administrative Charge at Risk
Inquiry Resolution	<p>Inquiry Resolution is defined as the number of days it takes to resolve a Participant inquiry, beginning with the date the Inquiry is received to the resolution date. All written and telephone inquiries will be measured.</p> <p>The performance guarantee is measured as a percent processed within 14 calendar days on a group-specific basis.</p>	<p>95.0% - 100%</p> <p>0% - 94.9%</p>	<p>0%</p> <p>2%</p>
Abandoned Calls	<p>Abandoned Calls are defined as calls, calculated over the complete business day, that reach the facility and are placed in a queue, but are not answered because the Participant hangs up before a customer service representative becomes available. Any calls abandoned or terminated by the caller prior to the Average Speed to Answer number of seconds guarantee will not be counted as Abandoned Calls.</p> <p>The performance guarantee is measured as a percent of abandoned calls on a group-specific basis.</p>	<p>0% - 3.0%</p> <p>3.1% - 5.0%</p> <p>5.1% - 100%</p>	<p>0%</p> <p>1%</p> <p>2%</p>
Average Speed to Answer/Wait Time in Queue	<p>Average Speed to Answer/Wait Time in Queue, calculated over the complete business day, is defined as the time a Participant spends on hold until a customer service representative becomes available.</p> <p>The performance guarantee is measured by determining the average number of seconds the Participant spends waiting for a customer service representative on a group-specific basis.</p>	<p>0 – 30 seconds</p> <p>31 – 60 seconds</p> <p>61 seconds or more</p>	<p>0%</p> <p>1%</p> <p>2%</p>

IN WITNESS WHEREOF, the parties have executed this Exhibit-PG to remain in effect for the indicated period of time.

**BLUE CROSS AND BLUE SHIELD
OF TEXAS, a Division of Health Care
Service Corporation, a Mutual Legal
Reserve Company**

**GROUP HEALTH PLAN OF
CITY OF COLLEGE STATION**

By: *Theresa A. Calderon*

By: _____

Title: Divisional Vice President

Title: _____

Date: February 17, 2009

Date: _____

**GROUP HEALTH PLAN OF
BRAZOS COUNTY**

**GROUP HEALTH PLAN OF
CITY OF BRYAN**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

Carla A. Robinson

City Attorney
Date: _____

Chief Financial Officer
Date: _____

April 9, 2009
Consent Agenda Item No. 2h
**Renewal of Annual Price Agreement for the Purchase of Cover Stone, Trap
Rock**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action and discussion regarding renewal of an annual price agreement with Vulcan Materials Company in an amount not to exceed \$217,500 at \$43.50 per ton for cover stone, trap rock for the maintenance of streets.

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

Summary: Vulcan Materials Company was the successful bidder for the FY2008 annual contract. Trap rock is used for the seal coat process, pothole repair and maintenance of streets in the City. This FY2009 renewal is the first of two optional annual renewals of the FY2008 contract Bid 08-47. This renewal will not increase the previous contract amount. Trap rock is used for the seal coat process, pot hole repair and maintenance of streets.

Budget & Financial Summary: Funding is available in the operating budget of the Street Maintenance Division.

Attachments:

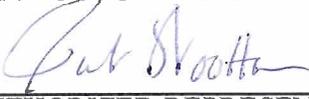
1. Renewal Letter

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Bid No. 08-47, for coverstone/trap rock, in accordance with all terms and conditions previously agreed to and accepted. This is the first renewal of the contract.

I understand this renewal term will be for the period beginning March 15, 2009 through March 14, 2010.

VULCAN CONSTRUCTION MATERIALS, LP



AUTHORIZED REPRESENTATIVE
Pat Wootton

March 18, 2009
DATE

CITY OF COLLEGE STATION

Mayor

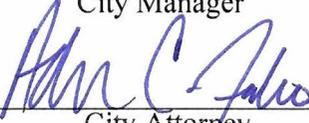
DATE

ATTEST:

City Secretary

DATE

APPROVED:

City Manager


City Attorney

DATE

Chief Financial Officer

DATE

DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF Bexar

This instrument was acknowledged on the 18 day of March, 2009,
by Pat Wootton in his/her capacity as Sales Manager of
Vulcan Const. Materials L.P. a TEXAS Corporation, on behalf of said corporation.



Michelle M. Weber
Notary Public in and for the
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2009,
by _____, in the 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

**Thursday, April 9, 2009
Consent Agenda Item No. 2i
Appoint Election Judges**

To: Glenn Brown, City Manager

From: Connie Hooks, City Secretary

Agenda Caption: Presentation, possible action, and discussion of resolution appointing election officials to serve in the May 9, 2009 City of College Station general election and College Station ISD general and special elections.

Recommendation: Approve as presented.

Summary: The City Council is the appointing authority to designate election officers. The attached resolution contains the names of personnel who have committed to serve on Election Day, Saturday, May 9, 2009.

Budget Summary: Funds available in City Secretary budget.

Attachments:
Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, BRAZOS COUNTY, STATE OF TEXAS, APPOINTING THE ELECTION OFFICIALS FOR THE MAY 9, 2009, GENERAL ELECTION AND COLLEGE STATION INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES GENERAL ELECTION AND SPECIAL BOND ELECTION, SETTING THE RATE OF PAY AND THE MAXIMUM NUMBER OF CLERKS FOR EACH POLLING PLACE.

WHEREAS, on February 26, 2009, the City Council of the City of College Station ordered a general election for the purpose of electing City Council members to Places 4 and 6; and,

WHEREAS, on February 17, 2009, the College Station Independent School District Board of Trustees ordered a general election for the purpose of electing Trustees to the Board of Trustees; and,

WHEREAS, on March 3, 2009, the College Station Independent School District Board of Trustees ordered a special bond election so as to permit the electors to vote "FOR" or "AGAINST" Proposition No. 1, expressed substantially as follows: "The issuance of \$144,200,000 of bonds and levying the tax in payment thereof; therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS AND THE BOARD OF TRUSTEES OF THE COLLEGE STATION INDEPENDENT SCHOOL DISTRICT:

PART 1: That the following registered voters of College Station, Texas, shall be and are hereby appointed to serve in said elections:

CSISD School Precincts (outside city limits)	City of College Station and CSISD School Precincts	Polling Place Locations	Presiding and Alternate Judges
1, 2A, 82		Wellborn Community Center 4119 Greens Prairie Road	Presiding Judge: Steve Milam Alternate Judge: Doris Milam
	9, 20, 21	College Station Conference Center 1300 George Bush Drive	Presiding Judge: Terry Stewart Alternate Judge: Joe Callaway
	10A, 10B, 34	College Station City Hall 1101 Texas Avenue	Presiding Judge: Charlotte Bergstad Alternate Judge: Joe Bergstad
	2C, 8, 31, 32, 35A, 35B	Grace Bible Church Southwood Annex 1901 Harvey Mitchell Parkway South	Presiding Judge: Jean McDermott Alternate Judge: Janet Ray

29, 62	33, 64, 72, 74	Lincoln Center 1000 Eleanor	Presiding Judge: Andre Mae Steen Alternate Judge: Anne Steen
28A, 28B, 42	41, 68	Pebble Creek Elementary	Presiding Judge: Dixie Tracy Alternate Judge: Vincente Gonzales
	40	Aldersgate Methodist Church 2201 Earl Rudder Freeway South	Presiding Judge: Jean Hall Alternate Judge: Bill Donaldson
	2B, 39, 80	Cypress Grove Intermediate School 900 Graham Road	Presiding Judge: Gene Charleton Alternate Judge: Maggie Charleton

PART 2: That the Presiding Judge of the Early Voting Ballot Board shall be Kay Parker. She shall appoint two clerks or more to count the early ballots and perform other duties as assigned by the Election Code.

PART 3: That the City Council hereby authorizes the City Secretary to appoint substitute elections judges in the event individuals appointed herein are unable to fulfill their duties.

PART 4: That the Council Chambers in the College Station City Hall is hereby established as the Central Counting Station to receive ballots for said election. The ballots shall be tabulated and returned to the office of the City Secretary for the required retention period. The following persons are hereby authorized and appointed as persons employed and designated to handle the ballots, operate the tabulating equipment, count the ballots, and be present in the Central Counting Station.

- Central Counting Station Presiding Judge: Kay Parker
- Central Counting Station Manager: City Secretary Connie Hooks
- Tabulation Supervisor: Tracy Price
- Tabulation Assistant: Brent Blankner
- Clerks: to be named by Presiding Judge
- Consultant for Texas Voting Systems, Inc., and Hart Intercivic
- Brazos County Clerk Karen McQueen or designee

PART 5: That, in accordance with Section 32.091 of the TEXAS ELECTION CODE, the judges and clerks shall be paid \$9.00 per hour and the presiding judge shall receive an additional \$25.00 for delivery of returns to Central Counting Station. There shall be a minimum of three and no more than four officials at each polling place.

PART 6: That this resolution shall take effect immediately from and after its passage.

Resolution No. _____
Election Judges

Page 3

PASSED AND ADOPTED this the 9th day of April, 2009.

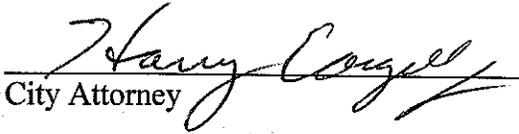
APPROVED:

Mayor Ben White

ATTEST:

City Secretary Connie Hooks

APPROVED:



City Attorney

Thursday, April 9, 2009
Consent Agenda Item 2j
Supplement to ILA with College Station School District
Precinct Update for Notice of Election

To: Glenn Brown, City Manager

From: Connie Hooks, City Secretary

Agenda Caption: Presentation, possible action, and discussion regarding a supplement to the Inter Local Government Agreement between the City of College Station and College Station Independent School District for the purpose of adding two newly created precincts to the Notice of Election for joint election on Saturday May 9, 2009.

Recommendation(s): Approve supplement to agreement.

Summary: The City Secretary contacted the Brazos County Voter Registrar to receive an update of precinct information that may affect voters in the City of College Station and College Station Independent School District. We concluded that two precincts were omitted from the Notice of Election and Inter Local Government Agreement approved February 26, 2009 by the College Station City Council, and February 17, 2009 by the College Station Independent School Board of Trustees.

Precinct No. 83 and Precinct No. 84 were created by the Brazos County Commissioners Court as a result of the College Station annexation in 2008 and were implemented in November, 2008.

The precincts are not located in the city limits. The properties are surrounded by the recent annexation of territory west of Wellborn Road, between Rock Prairie Road and North Graham Road, and adjacent to the mobile home park. The property owners signed development agreements as part of the 2008 annexation process.

Precinct No. 83 – 0 voters

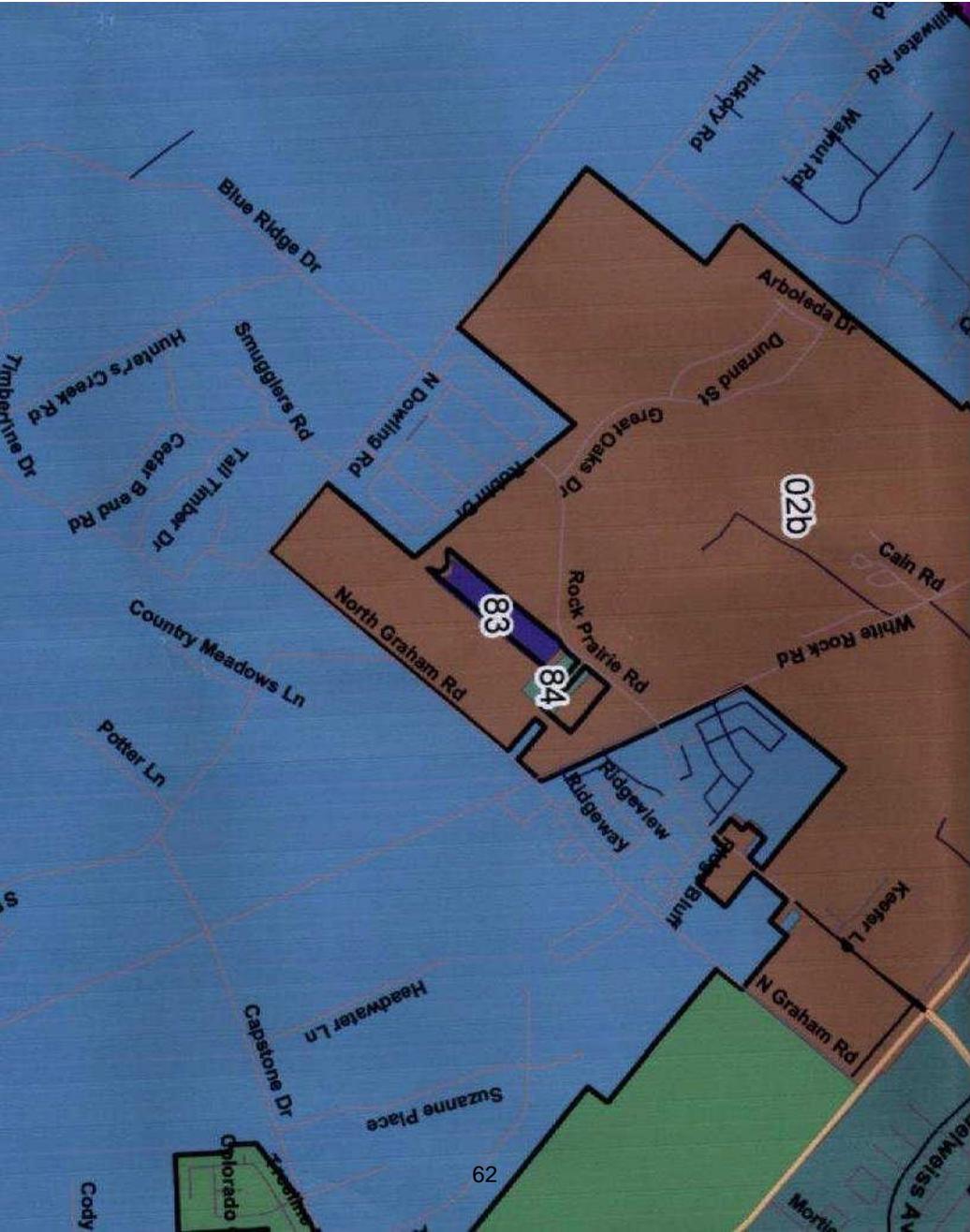
Precinct No. 84 – 2 voters

Budget & Financial Summary: N/a

Attachments:

Supplement to ILA (delivered to Council prior to meeting)

Map of precinct location



Blue Ridge Dr

Hickory Rd

Walnut Rd

Arboleda Dr

Durrand St

Great Oaks Dr

N Dowling Rd

Smugglers Rd

Tail Timber Dr

Cedar Bend Rd

Timberline Dr

02b

83

84

Cain Rd

White Rock Rd

North Graham Rd

Rock Prairie Rd

Country Meadows Ln

Potter Ln

Ridgeview

Ridgeview

Press Bluff

Keeler Ln

N Graham Rd

Capstone Dr

Headwater Ln

Suzanne Place

62

Colorado

Mortis

elweiss Av

Cody

April 9, 2009
Consent Agenda Item No. 2k
Wickson Creek Special Utility District
BVSWMA Application for Service

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action and discussion regarding approval of a Wickson Creek Special Utility District Water Service Application for the BVSWMA Twin Oaks Landfill in Grimes County.

Recommendation(s): Staff recommends approval of the service application

Summary: The BVSWMA Twin Oaks Landfill will need to provide a water service application to Wickson Creek Special Utility District in order to request water service for the site in Grimes County, Texas. The executed application, along with a description of the landfill property, a map of the water meter location, and a \$100 account application fee must be submitted to Wickson SUD. BVSWMA, at BVSWMA's own cost and expense, will then request a cost proposal from Wickson SUD to provide engineering, labor, equipment and supplies to extend Wickson services to the BVSWMA landfill. Approximately 11,200 feet of 4 inch water line will need to be constructed to bring service to the Northwest corner of the property. The water line easement along with the construction agreement will be submitted to both City Councils once the cost proposal is received.

Budget & Financial Summary: Funds for the \$100.00 service application are available in the BVSWMA Operating Fund.

Attachments:

- 1) Wickson Water SUD Service Application

**WICKSON CREEK SPECIAL UTILITY DISTRICT
P. O. BOX 4756
BRYAN, TEXAS 77805**

PH. 979-589-3030
FAX: 979-589-3275

Brazos/Robertson/Grimes Counties Web Site: www.wicksoncreek.com

SERVICE APPLICATION

PLEASE PRINT

DATE: _____

APPLICANT'S NAME: The City of College Station, Texas and City of Bryan, Texas

SPOUSE'S NAME: Samantha Best - BVSWMA Landfill Superintendent

PHYSICAL ADDRESS FOR WATER SERVICE:

2690 SH30

Anderson, TX 77830

BILLING ADDRESS:

PO Box 9960

College Station, TX 77842

HOME PHONE: 979-777-2757 cell

WORK PHONE: 979-764-3878

RENT: _____ **OWN:** X

EMER.PHONE 979-764-3600

LANDLORD'S NAME (if known): _____

LANDLORD'S ADDRESS: _____

LEGAL DESCRIPTION OF PROPERTY: (Include name of Road, Survey, Tr.# or Lot and Block Number of Subdivision) Field Notes for 609.50 acre tract included

PREVIOUS OWNER NAME AND ADDRESS: (if known)

ACERAGE: 609.5

HOUSE SQ.FT. N/A

NUMBER FAMILY: N/A

NO.LIVESTOCK N/A

MAP OF DESIRED METER LOCATION:

See attached sheet C-106

OFFICE USE:

ACCT.NO. _____ AMT.\$ _____ CK# _____ DATE REC. _____ INIT. _____

RE-SERV. _____ STAND.INSTL _____ REINSTL _____ BORE/EXT _____ EASEMT Yes _____ No _____

SERVICE APPLICATION AND AGREEMENT (CONT'D)

AGREEMENT made this _____ day of _____, 20_____

Between **WICKSON CREEK SPECIAL UTILITY DISTRICT**, a political subdivision

Created under the laws of the State of Texas (hereinafter called the District) and

City of College Station and City of Bryan , (hereinafter called the Applicant or Customer).

The District shall sell and deliver water service to the Applicant and Applicant shall purchase, receive, and/or reserve water service from the District in accordance with the Order Setting Rates and Policies of the District as amended from time to time by the Board of Directors of the District.

The Customer shall pay the District for service hereunder as determined by the District's Order Setting Rates and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Customer acknowledges receipt hereof by execution of this Agreement.

All water shall be metered by meters to be furnished and installed by the District. The meter is for the sole use of the Customer and is to provide service to only one (1) dwelling and/or only one (1) business. Extension of pipe or pipes to transfer utility service from one property to another, to share, resell, or sub meter water to any other persons, dwellings, business, and/or property, etc., is prohibited.

The District shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Customer's property at a point to be chosen by the District, and shall have access to its property and equipment located on Customer's premises at all reasonable times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the District shall have the right to remove any of its equipment from the Customer's property.

The District's authorized employees shall have access to the Customer's property, premises, and facilities at all reasonable times for the purpose of inspection, to insure compliance with state required Minimum Acceptable Operating Practices for Public Drinking Water Systems, as promulgated by the Texas Commission on Environmental Quality or successor agency, applicable plumbing codes, and utility construction standards. The District strictly prohibits the connection of service pipelines from its water service meter to any private well or other unknown water supply.

In the event the total water supply is insufficient to meet all of the needs of the Customers, or in the event there is a shortage of water, the District may initiate the Emergency Rationing Program as specified in the District's Water Conservation Plan. With execution by the Applicant of this Agreement, Applicant hereby shall comply with the terms of said Plan.

PAGE 2 of 4

SERVICE APPLICATION AND AGREEMENT (CONT'D)

The Customer shall install at his own expense any necessary service lines from the District's facilities and equipment to the point of use, including any customer service isolation valves or other equipment as may be specified by the District. The use of pipes and pipe fittings that contain more than 8.0% lead or solders and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non-residential facility providing water for human consumption and connected to the District.

By execution hereof, the Customer shall hold the District harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other customers of the District, normal failures of the system, or other events beyond the District's control.

The Customer shall grant to the District as a condition of service, an easement for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other such equipment which may be deemed necessary by the District to extend or improve system wide service.

By execution of this Service Application and Agreement, applicant agrees that non-compliance with the terms of this Agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the District.

Any misrepresentation of the facts by the Applicant on any of the three pages of this form shall result in discontinuance of service pursuant to the terms and conditions of the District's Policies.

Applicant See attached signature page

Part of your fees is a \$100 deposit. This amount is refundable, but only when you disconnect service.

Approved and Accepted

**CONFIDENTIALITY FORM FOR
WICKSON CREEK SPECIAL UTILITY DISTRICT CUSTOMERS**

Under Law you can request that certain personal information contained in our utility records not be released to unauthorized persons. This information consists of the customer's home address, home telephone number/cell number and social security number.

We must still provide this information, when requested, to certain state agencies or an agency of the Federal Government.

If you wish to keep this information confidential, please sign below acknowledging the request.

 See attached signature page
Signature

CITY OF COLLEGE STATION

By: _____

Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

City Attorney

Date: _____

Chief Financial Officer

Date: _____

CITY OF BRYAN

By: _____

Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

City Attorney
Date: _____

Chief Financial Officer
Date: _____

EXHIBIT "A"
FIELD NOTES
609.50 ACRES
BEING A PART OF A CALLED 609.75 ACRE TRACT AS DESCRIBED IN
CITY OF COLLEGE STATION RESOLUTION NO. 04-12-2001-11.9 AND
CITY OF BRYAN RESOLUTION NO. 2754
BRAZOS VALLEY SOLID WASTE
MANAGEMENT AGENCY
JOSEPH T. ROBINSON SURVEY, ABSTRACT NO. 390 &
THE GEORGE MASON SURVEY, ABSTRACT NO. 342
GRIMES COUNTY, TEXAS
APRIL 18, 2001

All of that certain lot, tract or parcel of land being 609.50 acres situated in the JOSEPH T. ROBINSON SURVEY, Abstract No. 390 and the GEORGE MASON SURVEY, Abstract No. 342, and being all or part of the following tracts:

- 1.) Being a called 60 acre tract as described in deed from Annie T. Perry, et al. to R. P. Trant of record in Volume 162, Page 181 (Second Tract);
- 2.) Being a called 48-3/4 acre tract as described in deed from Joe Holly, et al. to R. P. Trant of record in Volume 224, Page 599;
- 3.) Being a called 16-1/4 acre tract as described in deed from Mrs. Sallie A. Ross, et al. to Mrs. Hattie C. Bowen of record in Volume 88, Page 410 (Second Tract);
- 4.) Being a called 10 acre tract as described in deed from T. P. Buffington to Sam B. Wilson, et al. of record in Volume 88, Page 429;
- 5.) Being a called 6-1/4 acre remainder of a called 16-1/4 acre tract as described in deed from Vivienne Buffington, et al. to R. P. Trant of record in Volume 223, Page 70 (Second Tract);
- 6.) Being a called 47-1/2 acre tract as described in deed from Vivienne Buffington, et al. to R. P. Trant of record in Volume 223, Page 70 (First Tract);
- 7.) Being a called 40 acre remainder of a called 49-6/10 acre tract as described in deed from H. C. Cameron, et ux. to Royal Lott and Jeff Lott of record in Volume 67, Page 584;
- 8.) Being a called 6 acre tract as described in deed from A. L. Showalter, et ux. to R. P. Trant of record in Volume 237, Page 476 (First Tract);
- 9.) Being a called 3-6/10 acre remainder of a called 9-6/10 acre tract as described in deed from Barbara M. Cameron to Fred Wilhelm of record in Volume 96, Page 108;
- 10.) Being a called 97 acre tract as described in deed from Carrie Grimes Gillen to R. P. Trant of record in Volume 217, Page 370;
- 11.) Being a called 20.228 acre tract as described in deed from Catlin, Bryan, Stacy, & Dillard to Colby G. Muth of record in Volume 745, Page 584;
- 12.) Being a called 20 acre tract (north 1/2 of a called 40 acre tract) as described in deed from Mary Elizabeth Meechum to R. P. Trant of record in Volume 195, Page 433;
- 13.) Being a called 14.81 acre tract as described in deed from Frances W. Rucker, et al. to R. P. Trant of record in Volume 223, Page 69 (First Tract);
- 14.) Being a called 44.43 acre tract as described in deed from Ike Ashburn, III to Robert P. Trant of record in Volume 221, Page 42;
- 15.) Being a called 20 acre tract as described in deed from Travis L. Wilson to Harold B. Trant of record in Volume 659, Page 346 (Second Tract);
- 16.) Being a called 10 acre tract as described in deed from John L. Franklow and W. W. Kinnard to H. B. Wilson of record in Volume 52, Page 336;

- 17.) Being a called 10 acre tract as described in deed from Frances W. Rucker to R. P. Trant of record in Volume 223, Page 69 (Second Tract);
- 18.) Being a called 10 acre tract as described in deed from Billie H. Quinn to Harold B. Trant, et ux. of record in Volume 867, Page 728;
- 19.) Being a called 10 acre tract as described in deed from Eloise Harris, et vir. to R. P. Trant of record in Volume 279, Page 83;
- 20.) Being a called 8.5 acre tract as described in deed from Hanna Frank Howell, et al. to Larue Howell Henry of record in Volume 709, Page 137;
- 21.) Being a called 22.20 acre tract as described in deed from Paul L. Levy, Executor of the Estate of Jeanne L. Gelber to Paul L. Levy of record in Volume 922, Page 283;
- 22.) Being a called 60 acre remainder of a called 62-5/6 acre tract as described in deed from Ernest W. Sydow to R. P. Trant of record in Volume 190, Pages 482 & 483;
- 23.) Being the remainder of a called 99.23 acre tract as described in deed from W. S. Beard, et al. to John Frankow and W. W. Kinnard of record in Volume 52, Page 155;
- 24.) Being a called 568.359 acre tract as described in Final Judgement No. 30,384-361 to Harold P. Trant of record in Volume 673, Page 672;
- 25.) Being a called 7 acre tract as described in deed from Larry Jacobs to Morris Lange, et al. of record in Volume 49, Page 238;
- 26.) Being a called 5 acre tract as described in deed from Larry Jacobs to B. Roman, et al. of record in Volume 49, Page 260;
- 27.) Being a called 10 acre tract as described in deed from Larry Jacobs to S. Keller, et al. of record in Volume 49, Page 237;
- 28.) Being a called 57 acre tract as described in deed from Larry Jacobs to R. P. Trant of record in Volume 193, Page 480; and,
- 29.) Being the remainder of a called 50 acre remainder of a called 122 acre tract as described in deed from Mrs. Mamie Gillen to R. P. Trant of record in Volume 221, Page 605, all in the Deed Records of Grimes County, Texas (D.R.G.C.T.); said 309.50 acre tract of land being out of and a part of that certain called 609.75 acre tract described in City of College Station Resolution No. 04-12-2001-11.9 and in City of Bryan Resolution No. 2754 and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" Iron Rod Found at the intersection of the south right-of-way line of State Highway 30 with the east line of said R. P. Trant called 20 acre tract (north 1/2 of a called 40 acre tract -195/433), same also being a point in the most northerly west line of the Jill M. Hybner called 473 acre tract as described in Volume 840, Page 445 D.R.G.C.T.;

THENCE, S 00° 41' 38" E, along the line common to said Trant called 20 acre tract and said Hybner called 473 acre tract, a distance of 0.46 feet to a point for the northeast corner and the POINT OF BEGINNING of the herein described tract of land;

THENCE, S 00° 41' 38" E, continuing along said line common to the Trant called 20 acre tract and the Hybner called 473 acre tract, a distance of 7.30 feet to a point for angle;

THENCE, S 05° 19' 14" W, leaving said common line and with a line through the interior of said Trant called 20 acre tract, a distance of 214.76 feet to a point for angle;

THENCE, S 38° 27' 45" E, continuing with a line through the interior of said Trant called 20 acre tract of land, a distance of 35.88 feet to a point for angle;

THENCE, S 00° 46' 59" E, continuing with a line through the interior of said Trant called 20 acre tract of land, a distance of 339.61 feet to a point for angle;

THENCE, S 00° 41' 38" E, a distance of 44.49 feet to a Petrified Wood Marker found at a 2" Iron Pipe for the southeast corner of said Trant called 20 acre tract; and at an exterior corner of said Hybner called 473 acre tract, same being the northeast corner of said Colby G. Muth called 20.228 acre tract (745/584) and the most northerly northwest corner of said R. P. Trant called 97 acre tract (217/370);

THENCE, S 00° 47' 13" E, a distance of 1033.19 feet to a point in an existing fence line for an angle;

THENCE, S 02° 06' 14" E, along said existing fence line, a distance of 98.61 feet to a point for angle;

THENCE, S 06° 41' 18" E, continuing along said existing fence line, a distance of 1.32 feet to a point in the southerly line of said Muth called 20.228 acre tract and the most westerly north line of said Trant called 97 acre tract, said corner bears S 87° 10' 10" W, a distance of 11.95 feet from a 2" Iron Pipe found at the southeast corner of said Muth called 20.228 acre tract and at an interior corner of said Trant called 97 acre tract;

THENCE, continuing along said existing fence line, across and through the interior of said Trant called 97 acre tract, the following courses:

- 1.) S 06° 41' 18" E, a distance of 126.07 feet to an angle point in said fence;
- 2.) S 07° 43' 02" E, a distance of 421.80 feet to an angle point in said fence;
- 3.) S 10° 27' 39" E, a distance of 967.91 feet to an angle point in said fence;
- 4.) S 10° 33' 41" E, a distance of 1240.63 feet to an angle point in said fence;
- 5.) S 10° 47' 06" E, a distance of 192.87 feet to an 8" Post Oak at an angle point in said fence;
- 6.) S 13° 11' 44" E, a distance of 61.68 feet to a 12" Post Oak at an angle point in said fence; and,
- 7.) S 14° 14' 43" E, a distance of 190.90 feet to a ½" Iron Rod w/cap set for an exterior corner, same being a point in the east line of said Trant called 97 acre tract, same being the west line of the aforesaid Hybner called 473 acre tract;

THENCE, S 01° 12' 12" E, along a line common to said Trant called 97 acre tract and said Hybner called 473 acre tract, a distance of 135.40 feet to a ½" Iron Rod w/cap set for an interior corner at the southeast corner of said Trant called 97 acre tract and at the southwest corner of said Hybner called 473 acre tract, same being a point in the most easterly north line of said Harold P. Trant called 568.359 acre tract and in the approximate north survey line of said George Mason Survey, Abstract No. 342, same being an approximate south line of said Joseph T. Robinson Survey, Abstract No. 390;

THENCE, N 88° 50' 27" E, along said most easterly north line of said Trant called 568.359 acre tract, the south line of said Hybner called 473 acre tract, said approximate north survey line of the George Mason Survey, Abstract No. 342, and said approximate south line of the Joseph T. Robinson Survey, Abstract No. 390, a distance of 19.66 feet to a point for an exterior corner;

THENCE, S 01° 07' 42" E, a distance of 1.92 feet to a point for an interior corner;

THENCE, N 88° 52' 19" E, a distance of 874.24 feet to a point for an exterior corner, same being a point in the east line of said Trant called 568.359 acre tract, same being the approximate east

line of said George Mason Survey, Abstract No. 342 and an approximate west line of said Joseph T. Robinson Survey, Abstract No. 390, same also being the west line of the T.M.P.A. called 30.231 acre tract as described in Volume 197, Page 224 (D.R.G.C.T.), said corner bears S 01° 05' 18" E, a distance of 2.40 feet from a ½" iron Rod Found at the northeast corner of said Trant called 568.359 acre tract and at the calculated northeast corner of said George Mason Survey, Abstract No. 342, same being a calculated interior corner of said Joseph T. Robinson Survey, Abstract No. 390, same also being the northwest corner of said T.M.P.A. called 30.231 acre tract (197/224);

THENCE, S 01° 05' 18" E, along a line common to said Trant called 568.359 acre tract, the approximate east line of said George Mason Survey, Abstract No. 342, an approximate west line of the Joseph T. Robinson Survey, Abstract No. 390, the west line of said T.M.P.A. called 30.231 acre tract and continuing with said common survey lines and the west lines of the T.M.P.A. called 10.001 acre tracts as described in Volume 81, Page 32 and in Volume 91, Page 132, and with the west line of the T.M.P.A. called 139.499 acre tract as described in Volume 210, Page 294, a distance of 1679.21 feet to a ½" Iron Rod w/cap set in an existing power line alignment for an exterior corner;

THENCE, along said existing power line alignment, across and through the interior of said Trant called 568.359 acre tract, said B. Roman, et al. called 5 acre tract (49/260), said R. P. Trant called 50 acre remainder tract (221/605), said S. Keller, et al. called 10 acre tract (49/237), said R. P. Trant called 57 acre tract (193/480), and said George Mason Survey, Abstract No. 342, the following courses:

- 1.) S 44° 15' 23" W, a distance of 96.31 feet to a power pole for angle point;
- 2.) N 77° 58' 23" W, a distance of 430.51 feet to a power pole for angle point;
- 3.) N 78° 28' 47" W, a distance of 512.83 feet to a power pole for angle point;
- 4.) N 78° 44' 37" W, a distance of 276.40 feet to a power pole for angle point;
- 5.) N 78° 26' 11" W, a distance of 342.35 feet to a power pole for angle point;
- 6.) N 78° 22' 47" W, a distance of 376.55 feet to a power pole for angle point;
- 7.) N 78° 20' 11" W, a distance of 359.18 feet to a power pole for angle point;
- 8.) N 78° 29' 31" W, a distance of 444.29 feet to a power pole for angle point;
- 9.) N 78° 28' 15" W, a distance of 735.12 feet to a power pole for angle point;
- 10.) N 78° 22' 32" W, a distance of 375.16 feet to a power pole for angle point; and,
- 11.) N 78° 32' 34" W, a distance of 571.21 feet to a power pole;

THENCE, N 78° 32' 34" W, along the westerly projection of said power line alignment, continuing with a line across and through said R. P. Trant called 57 acre tract (193/480) and said George Mason Survey, Abstract No. 342, a distance of 1003.30 feet to a point for the southwest corner;

THENCE, N 01° 07' 42" W, a distance of 5357.72 feet to a point in the aforesaid south right-of-way line of State Highway 30 for the northwest corner;

THENCE, N 85° 07' 11" E, along said south right-of-way line of State Highway 30, a distance of 3858.59 feet to a Concrete Highway R.O.W. Monument found at the beginning of a curve to the left;

THENCE, continuing along said south right-of-way line of State Highway 30, 94.68 feet along said curve to the left having a radius of 5789.58 feet, a central angle of 00° 56' 13", and a chord bearing and distance of N 84° 39' 05" E - 94.67 feet to a point for angle;

THENCE, N 85 ° 06' 42" E, leaving said south right-of-way line of Highway 30, a distance of 25.06 feet to the POINT OF BEGINNING and containing an area of 09.50 acres of land, more or less, according to a survey performed on the ground on September 19, 2000, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961. For North Orientation and other information, see accompanying plat.



\\s01\DRAWING\BOMLF_C\PLLR.DOC

DATE: 4/29/08
 TIME: 11:32:01 AM
 USER: HDK
 FILE: C:\P\2008\BOSWMA\BOSWMA_S1029.TBL
 PENNAME: B:\BPPR\JL\DON
 FILE: C:\P\2008\BOSWMA\BOSWMA_S1029.TBL
 SHEET FILES: FACILITY DESIGNING



HDR ENGINEERING, INC.
 4500 W. Eldorado Parkway
 Suite 3500
 McGeary, Texas 75070

ISSUE	DATE	DESCRIPTION
1	04/28/08	ISSUED FOR BID

PROJECT MANAGER	M.ODEN
CIVIL ENGINEER	J.FRISON
CHECKED BY	D.VOGT
DESIGNED BY	B. COX
DRAWN BY	B. COX
QA/QC	EWRIGHT
PROJECT NUMBER	34214

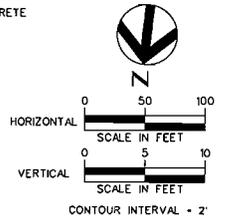
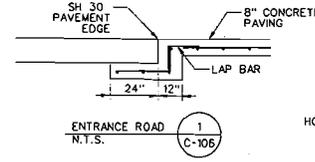
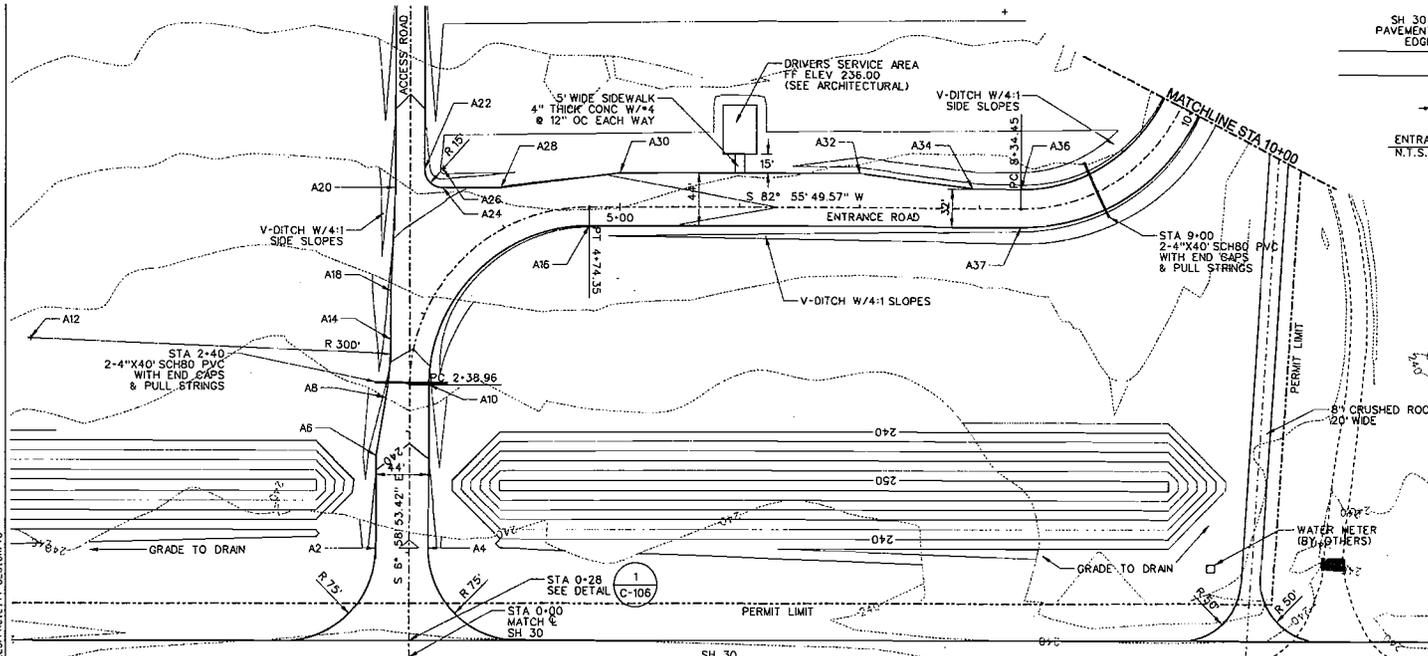


4/30/08

TWIN OAKS LANDFILL
 MSW 2292
 GRIMES COUNTY, TEXAS

PLAN & PROFILE
ENTRANCE ROAD
BEGIN PROJECT TO STA 10+00

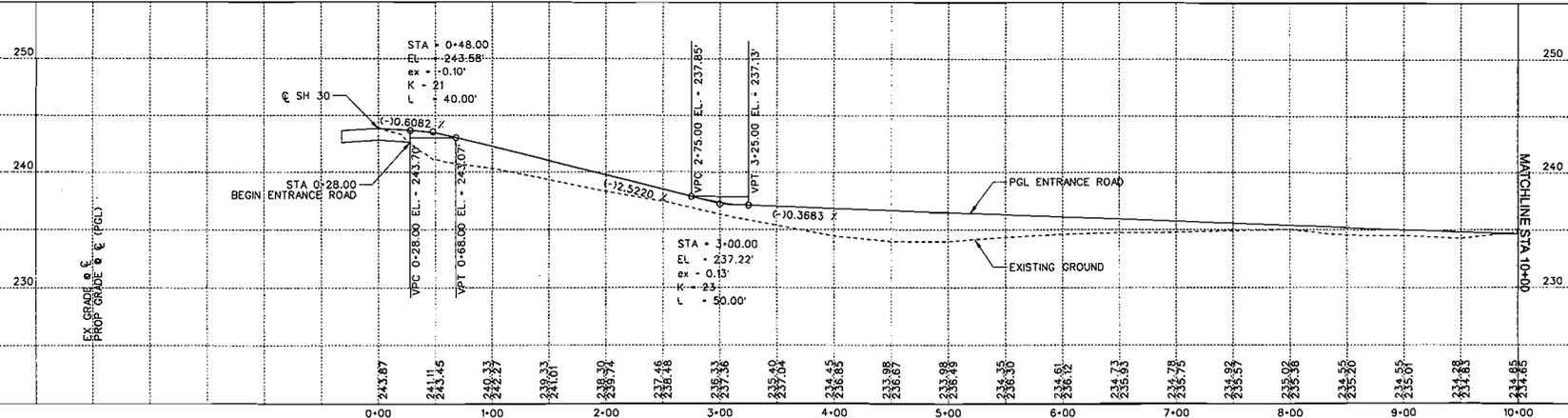
FILENAME	SHEET
SCALE	C-106



LEGEND
 - - - - - 230 --- EXISTING CONTOURS
 - - - - - 228 --- PROPOSED CONTOURS
 - - - - - 230 --- PROPOSED CONTOURS

POINT LIST

POINT	NORTHING	EASTING	ELEV
A2	10208021.88	3611545.53	241.81
A4	10208016.29	3611501.89	241.84
A6	10207946.12	3611554.81	239.68
A8	10207897.37	3611552.75	238.63
A10	10207882.24	3611518.30	238.44
A12	10207884.70	3611852.48	236.49
A14	10207848.23	3611554.71	237.50
A16	10207732.98	3611401.79	238.26
A18	10207807.70	3611530.67	238.61
A20	10207721.13	3611586.24	238.37
A22	10207703.26	3611544.25	235.18
A24	10207716.33	3611527.51	235.80
A26	10207701.04	3611529.05	234.66
A28	10207710.37	3611479.51	238.18
A30	10207686.16	3611381.75	235.93
A32	10207661.54	3611183.27	235.19
A34	10207661.16	3611088.63	235.07
A36	10207656.90	3611048.36	234.93
A37	10207688.86	3611044.43	234.94



NOTE:
 1. HORIZONTAL CONTROL DATA IS SHOWN ON SHEET C-101.

April 9, 2009
Regular Agenda Item No. 1
The Gateway Phase 1, Lot 9R, Block 1 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 0.26 acre, 20 foot wide Public Utility Easement, which is located on Lot 9R of Block 1 of the Gateway Phase 1 Subdivision according to the plat recorded in Volume 7945, Page 172, of the Deed Records of Brazos County, Texas.

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

Summary: The right-of-way and easement proposed to be abandoned are a 0.26 acre, 20 foot wide Public Utility Easement, which is located on Lot 9R of Block 1 of the Gateway Phase 1 Subdivision.

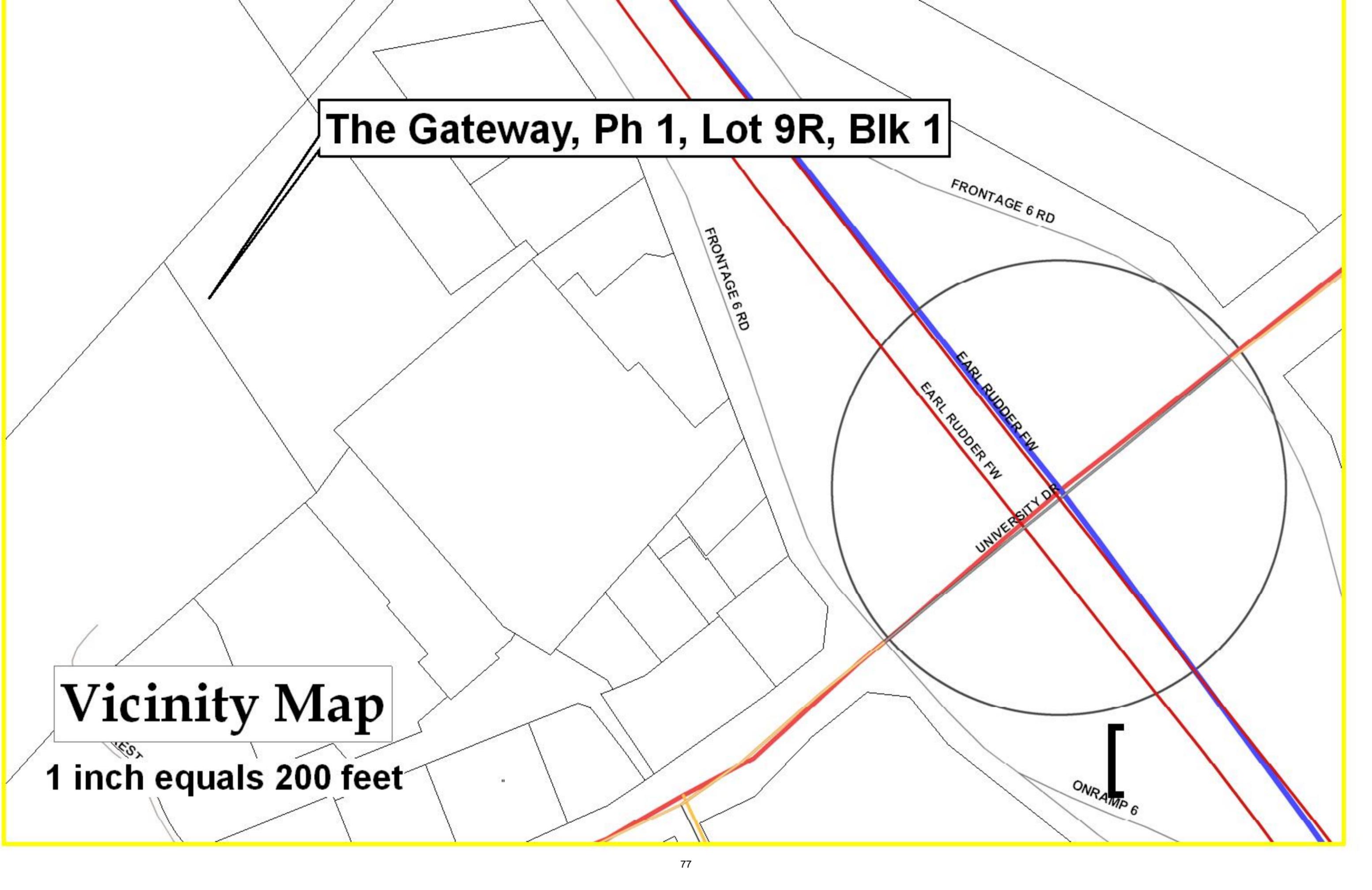
There is no infrastructure in this easement to be abandoned.

Budget & Financial Summary: N/A

Attachments:

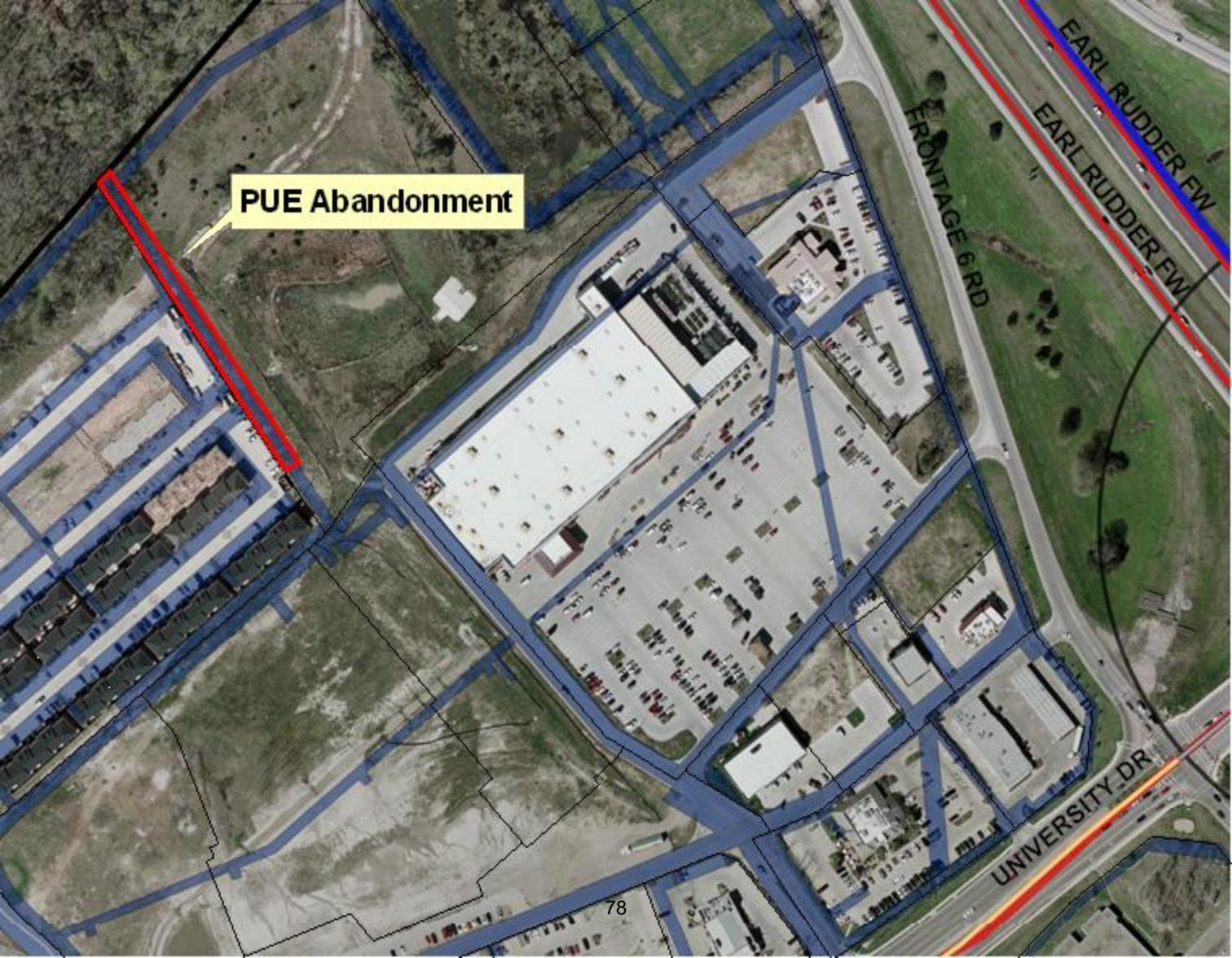
1. Exhibit 1 - Vicinity Map
2. Exhibit 2 – Easement Abandonment Location
3. Exhibit 3 - Ordinance
4. Exhibit 4 - Ordinance Exhibit "A"
5. Exhibit 5 - Application for Abandonment

The Gateway, Ph 1, Lot 9R, Blk 1



Vicinity Map

1 inch equals 200 feet



PUE Abandonment

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.26 ACRE, 20 FOOT WIDE PUBLIC UTILITY EASEMENT, WHICH IS LOCATED ON LOT 9R OF BLOCK 1 OF THE GATEWAY PHASE 1 SUBDIVISION ACCORDING TO THE PLAT RECORDED IN VOLUME 7945, PAGE 172, 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 0.26 acre, 20 foot wide Public Utility Easement, which is located on Lot 9R of Block 1 of the Gateway Phase 1 Subdivision according to the plat recorded in Volume 7945, Page 172, 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 _____, 2009.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

Carla A. Robinson
City Attorney

Exhibit A SHEET 1 of 2

Abandonment of a Portion
of a 20' Public Utility Easement
Lying Within Lot 9R - 8.282 Acres, Block 1 - The Gateway Phase One
Vol. 7945, Pg. 172
Richard Carter Survey, A-8
College Station, Brazos County, Texas

Field notes of a 20' strip or parcel of land, lying and being situated in the Richard Carter Survey, Abstract No. 8, College Station, Brazos County, Texas, said 20' strip being a part of Lot 1 - 26.53 acres, Block 1 - The Gateway Phase One, according to the plat recorded in Volume 3663, Page 313, of the Official Records of Brazos County, Texas, currently known as Lot 9R, Block 1, according to the replat recorded in Volume 7945, Page 172, of the Official Records of Brazos County, Texas, said 20' strip being more particularly described as follows:

BEGINNING at a ½" iron rod set in the common line between the beforementioned Lot 9R, Block 1, and Lot 1 - 12.27 acres, Block 1, The Gateway Phase 2, according to the plat recorded in Volume 5809, Page 70, of the Official Records of Brazos County, Texas, said iron rod located N 33° 24' 40" W - 125.00 feet from a ⅝" iron rod found marking the common southerly corner between said Lot 9R and Lot 1;

THENCE N 33° 24' 40" W continue along the common line between the beforementioned Lot 9R and Lot 1, for a distance of 558.94 feet to a ⅝" iron rod found marking the common northerly corner between the said lots, said iron rod also lying in the southeast line of a 50 acre tract described in the deed to The City of Bryan, recorded in Volume 133, Page 607, of the Deed Records of Brazos County, Texas;

THENCE N 41° 46' 46" E along the common line between the beforementioned Lot 9R and the 50 acre tract, for a distance of 20.69 feet to a 60d nail set;

THENCE S 33° 24' 40" E parallel to and 20 feet east of the common line between the beforementioned Lot 9R and Lot 1, for a distance of 564.23 feet to a 60d nail set;

THENCE S 56° 35' 20" W for a distance of 20.00 feet to the PLACE OF BEGINNING, containing 0.26 acre of land, more or less.



Surveyed February 2009

By.

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

Prepared 02/13/09
kas09-dvd\Gateway Ph. 1 - Lot 9R 20' pue abandonment.wpd

H:\Land Projects\R2\University Drive-Lincoln-Spring Loop\wp\The Gateway Phase One\Lot 9 Block 1\Exhibits\Easements\20' PUE Abandonment.dwg 2/13/2009 9:16:54 AM CST

Exhibit A SHEET 2 of 2

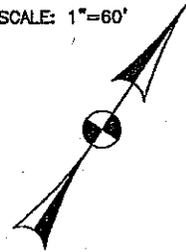
CITY OF BRYAN
CALLED 50 ACRES
VOL. 133, PG. 607
UNPLATTED

5/8" IRON ROD & CAP FOUND
BRS: 5 25°00'43"E-0.22'

**BRAZOS GATEWAY PLACE
DEVELOPMENT, LTD.
1289 N. HARVEY MITCHELL PARKWAY
BRYAN, TEXAS 77803**

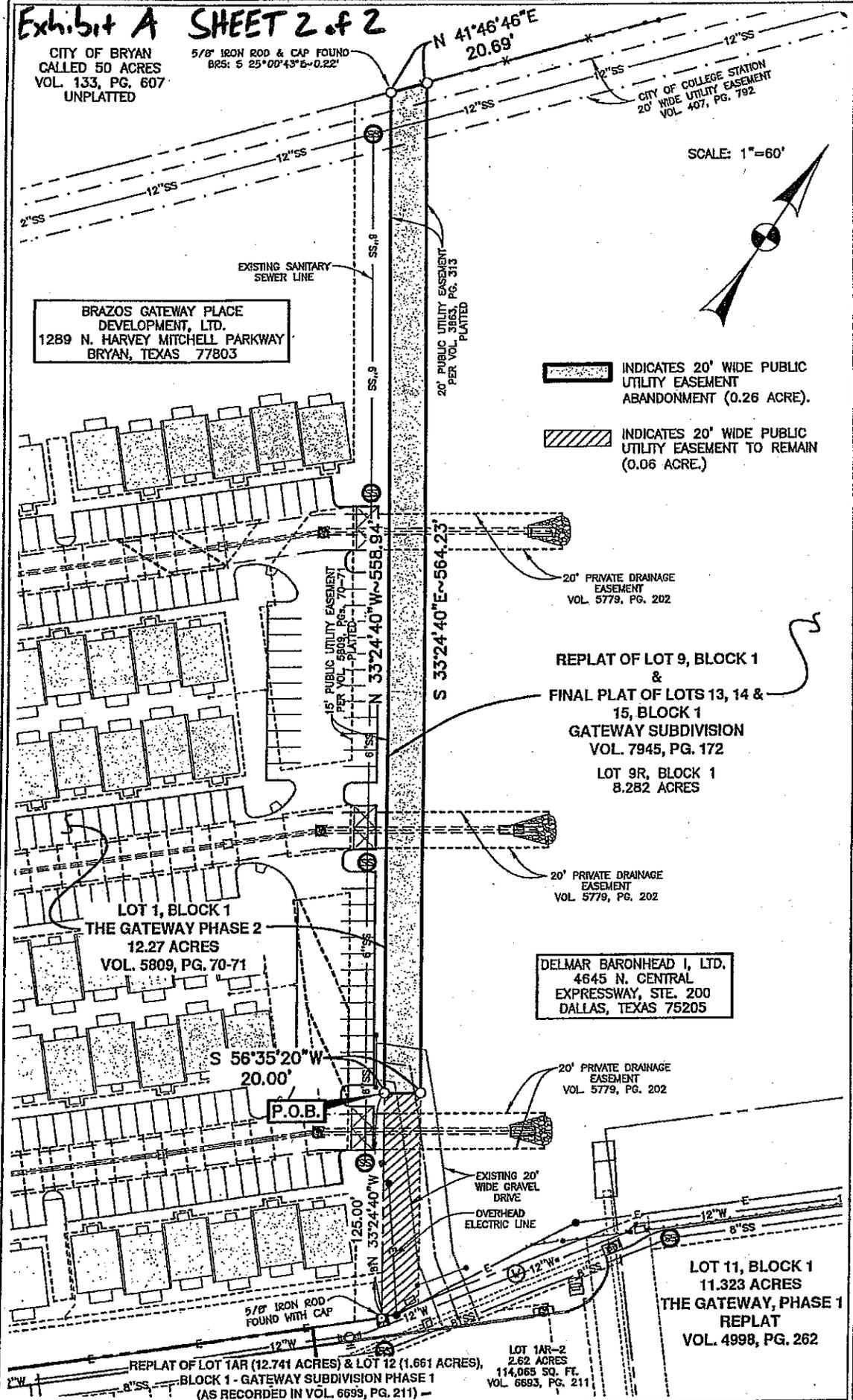
CITY OF COLLEGE STATION
20' WIDE UTILITY EASEMENT
VOL. 407, PG. 792

SCALE: 1"=60'



 INDICATES 20' WIDE PUBLIC UTILITY EASEMENT ABANDONMENT (0.26 ACRE).

 INDICATES 20' WIDE PUBLIC UTILITY EASEMENT TO REMAIN (0.06 ACRE.)



20' PRIVATE DRAINAGE EASEMENT
VOL. 5779, PG. 202

REPLAT OF LOT 9, BLOCK 1
&
FINAL PLAT OF LOTS 13, 14 &
15, BLOCK 1
GATEWAY SUBDIVISION
VOL. 7945, PG. 172
LOT 9R, BLOCK 1
8.282 ACRES

20' PRIVATE DRAINAGE EASEMENT
VOL. 5779, PG. 202

**DELMAR BARONHEAD I, LTD.
4645 N. CENTRAL
EXPRESSWAY, STE. 200
DALLAS, TEXAS 75205**

20' PRIVATE DRAINAGE EASEMENT
VOL. 5779, PG. 202

EXISTING 20' WIDE GRAVEL DRIVE
OVERHEAD ELECTRIC LINE

LOT 11, BLOCK 1
11.323 ACRES
THE GATEWAY, PHASE 1
REPLAT
VOL. 4998, PG. 262

REPLAT OF LOT 1A-2 (12.741 ACRES) & LOT 12 (1.661 ACRES),
BLOCK 1 - GATEWAY SUBDIVISION PHASE 1
(AS RECORDED IN VOL. 6693, PG. 211) -
LOT 1A-2
2.62 ACRES
114,065 SQ. FT.
VOL. 6693, PG. 211

XREF:

KLING ENGINEERING & SURVEYING
BRYAN, TEXAS

Exhibit A SHEET 1 of 2

Abandonment of a Portion
of a 20' Public Utility Easement
Lying Within Lot 9R - 8.282 Acres, Block 1 - The Gateway Phase One
Vol. 7945, Pg. 172
Richard Carter Survey, A-8
College Station, Brazos County, Texas

Field notes of a 20' strip or parcel of land, lying and being situated in the Richard Carter Survey, Abstract No. 8, College Station, Brazos County, Texas, said 20' strip being a part of Lot 1 - 26.53 acres, Block 1 - The Gateway Phase One, according to the plat recorded in Volume 3663, Page 313, of the Official Records of Brazos County, Texas, currently known as Lot 9R, Block 1, according to the replat recorded in Volume 7945, Page 172, of the Official Records of Brazos County, Texas, said 20' strip being more particularly described as follows:

BEGINNING at a ½" iron rod set in the common line between the beforementioned Lot 9R, Block 1, and Lot 1 - 12.27 acres, Block 1, The Gateway Phase 2, according to the plat recorded in Volume 5809, Page 70, of the Official Records of Brazos County, Texas, said iron rod located N 33° 24' 40" W - 125.00 feet from a ⅝" iron rod found marking the common southerly corner between said Lot 9R and Lot 1;

THENCE N 33° 24' 40" W continue along the common line between the beforementioned Lot 9R and Lot 1, for a distance of 558.94 feet to a ⅝" iron rod found marking the common northerly corner between the said lots, said iron rod also lying in the southeast line of a 50 acre tract described in the deed to The City of Bryan, recorded in Volume 133, Page 607, of the Deed Records of Brazos County, Texas;

THENCE N 41° 46' 46" E along the common line between the beforementioned Lot 9R and the 50 acre tract, for a distance of 20.69 feet to a 60d nail set;

THENCE S 33° 24' 40" E parallel to and 20 feet east of the common line between the beforementioned Lot 9R and Lot 1, for a distance of 564.23 feet to a 60d nail set;

THENCE S 56° 35' 20" W for a distance of 20.00 feet to the PLACE OF BEGINNING, containing 0.26 acre of land, more or less.



Surveyed February 2009

By.


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

Prepared 02/13/09
kas09-dvd\Gateway Ph. 1 - Lot 9R 20' pue abandonment.wpd

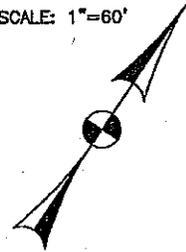
Exhibit A SHEET 2 of 2

CITY OF BRYAN
CALLED 50 ACRES
VOL. 133, PG. 607
UNPLATTED

5/8" IRON ROD & CAP FOUND
BRS: 5 25°00'43"E-0.22'

CITY OF COLLEGE STATION
20' WIDE UTILITY EASEMENT
VOL. 407, PG. 792

SCALE: 1"=60'



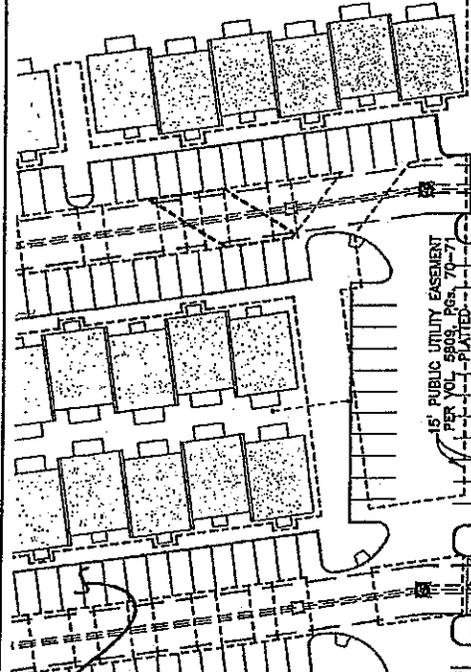
**BRAZOS GATEWAY PLACE
DEVELOPMENT, LTD.
1289 N. HARVEY MITCHELL PARKWAY
BRYAN, TEXAS 77803**

EXISTING SANITARY
SEWER LINE

20' PUBLIC UTILITY EASEMENT
PER VOL. 315
PLATTED

INDICATES 20' WIDE PUBLIC
UTILITY EASEMENT
ABANDONMENT (0.26 ACRE).

INDICATES 20' WIDE PUBLIC
UTILITY EASEMENT TO REMAIN
(0.06 ACRE.)



15' PUBLIC UTILITY EASEMENT
PER VOL. 5809, PGS. 70-71
PLATTED

S 33°24'40"E ~ 564.23'

20' PRIVATE DRAINAGE
EASEMENT
VOL. 5779, PG. 202

REPLAT OF LOT 9, BLOCK 1
&
FINAL PLAT OF LOTS 13, 14 &
15, BLOCK 1
GATEWAY SUBDIVISION
VOL. 7945, PG. 172
LOT 9R, BLOCK 1
8.282 ACRES

20' PRIVATE DRAINAGE
EASEMENT
VOL. 5779, PG. 202

LOT 1, BLOCK 1
THE GATEWAY PHASE 2
12.27 ACRES
VOL. 5809, PG. 70-71

**DELMAR BARONHEAD I, LTD.
4645 N. CENTRAL
EXPRESSWAY, STE. 200
DALLAS, TEXAS 75205**

S 56°35'20"W
20.00'

P.O.B.

20' PRIVATE DRAINAGE
EASEMENT
VOL. 5779, PG. 202

EXISTING 20'
WIDE GRAVEL
DRIVE
OVERHEAD
ELECTRIC LINE

LOT 11, BLOCK 1
11.323 ACRES
THE GATEWAY, PHASE 1
REPLAT
VOL. 4998, PG. 262

REPLAT OF LOT 11R (12.741 ACRES) & LOT 12 (1.661 ACRES),
BLOCK 1 - GATEWAY SUBDIVISION PHASE 1
(AS RECORDED IN VOL. 6693, PG. 211)

LOT 11R-2
2.62 ACRES
114,065 SQ. FT.
VOL. 6693, PG. 211



For Office Use Only	
P&Z Case No.	09-5000310
Date Submitted:	2.13.09

12:30

Key

ABANDONMENT OF PUBLIC ROW-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS	
<input checked="" type="checkbox"/>	\$300 Abandonment of Public Right-of-Way (ROW) / Easement application fee.
<input checked="" type="checkbox"/>	A completed copy of the attached Abandonment of Public ROW / Easement application.
<input checked="" type="checkbox"/>	All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
<input checked="" type="checkbox"/>	A copy of a recent (within 90 days) deed or title insurance policy showing the names of the owners, or, an older deed or title with a Nothing Further Certificate.
n/a	For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
<input checked="" type="checkbox"/>	For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.
<input checked="" type="checkbox"/>	Corporate or partnership owners must furnish a copy of a corporate resolution or other proof of authority to sign on behalf of the corporation, partnership, or joint venture.

ADDRESS _____

LEGAL DESCRIPTION Lot 9, Block 1, The Gateway Ph. 1, Vol. 7945, Pg. 172

APPLICANT (Primary Contact for the Project):

Name Delmar Baronhead I, Ltd. – Frank Mihalopoulos E-Mail _____
 Street Address 4645 N. Central Expressway, Ste 200
 City Dallas State TX Zip Code 75205
 Phone Number 214-521-6760 Fax Number 214-320-2770

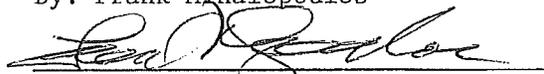
PROPERTY OWNER'S INFORMATION (if different from above):

Name Delmar Baronhead I, Ltd. E-Mail _____
 Street Address 4645 N. Central Expressway, Ste 200
 City Dallas State TX Zip Code 75205
 Phone Number 214-521-6760 Fax Number _____

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct.

Delmar Baronhead I, Ltd.

By: Frank Mihalopoulos


 Signature of Owner

2/11/09
 Date

**APPLICATION FOR
THE ABANDONMENT OF A
PUBLIC RIGHT-OF-WAY/EASEMENT**

Date: 2/13/09

Location of Right-of-Way/Easement to be Abandoned: Adjoining the southwest line of
Lot 9, Block 1, The Gateway Ph. 1, Vol. 7945, Pg. 172

Property Owner's Name & Address: Frank Mihalopoulos (Delmar Baronhead I, Ltd)

4645 N. Central Expressway, Ste 200, Dallas, TX 75205

Property Owner's Phone Number: 214-521-6760

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.
2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.
3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of-way/easement is situated, together with the record owners of such lots.
4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.
5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.
6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

7. Such public right-of-way/easement should be abandoned because:

There are no public or franchise utilities located in the area to be
Abandoned. It was initially planned for College Station Electric to place
facilities in the easement. That need has expired.

8. Such public right-of-way/easement has been and is being used as follows:

Has not been used. No current plans for utilization either for public
infrastructure or franchise utilities exist.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief. DeLmar Baronhead 1, Ltd.

Owner's Signature: *Frank Mihalopoulos*

Owner's Name: Frank Mihalopoulos

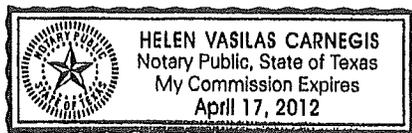
Owner's Address: 4645 N. Central Expressway, Ste 200
Dallas, TX 75205

Owner's Phone Number: 214-521-6760

STATE OF TEXAS }
COUNTY OF BRAZOS }

ACKNOWLEDGMENT

Subscribed and sworn to before me, a Notary Public, this 11th day of February, 2009, by Frank Mihalopoulos.



Helen Vasilas Carnegis
Notary Public in and for
the State of Texas

Application for Abandonment of
a Public Right-of-Way/Easement

Located: Adjoining the southwest line of Lot 9, Block 1, The Gateway Ph. 1, Vol. 7945,
Pg. 172

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in The Gateway Phase One Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

Abandonment of a Portion
of a 20' Public Utility Easement
Lying Within Lot 9R - 8.282 Acres, Block 1 - The Gateway Phase One
Vol. 7945, Pg. 172
Richard Carter Survey, A-8
College Station, Brazos County, Texas

Field notes of a 20' strip or parcel of land, lying and being situated in the Richard Carter Survey, Abstract No. 8, College Station, Brazos County, Texas, said 20' strip being a part of Lot 1 - 26.53 acres, Block 1 - The Gateway Phase One, according to the plat recorded in Volume 3663, Page 313, of the Official Records of Brazos County, Texas, currently known as Lot 9R, Block 1, according to the replat recorded in Volume 7945, Page 172, of the Official Records of Brazos County, Texas, said 20' strip being more particularly described as follows:

BEGINNING at a 1/2" iron rod set in the common line between the beforementioned Lot 9R, Block 1, and Lot 1 - 12.27 acres, Block 1, The Gateway Phase 2, according to the plat recorded in Volume 5809, Page 70, of the Official Records of Brazos County, Texas, said iron rod located N 33° 24' 40" W - 125.00 feet from a 5/8" iron rod found marking the common southerly corner between said Lot 9R and Lot 1;

THENCE N 33° 24' 40" W continue along the common line between the beforementioned Lot 9R and Lot 1, for a distance of 558.94 feet to a 5/8" iron rod found marking the common northerly corner between the said lots, said iron rod also lying in the southeast line of a 50 acre tract described in the deed to The City of Bryan, recorded in Volume 133, Page 607, of the Deed Records of Brazos County, Texas;

THENCE N 41° 46' 46" E along the common line between the beforementioned Lot 9R and the 50 acre tract, for a distance of 20.69 feet to a 60d nail set;

THENCE S 33° 24' 40" E parallel to and 20 feet east of the common line between the beforementioned Lot 9R and Lot 1, for a distance of 564.23 feet to a 60d nail set;

THENCE S 56° 35' 20" W for a distance of 20.00 feet to the **PLACE OF BEGINNING**, containing 0.26 acre of land, more or less.



Surveyed February 2009

By.


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

Prepared 02/13/09
kes09-dvd\Gateway Ph. 1 - Lot 9R 20' pue abandonment.wpd

Application for Abandonment of
a Public Right-of-Way/Easement

Located: Adjoining the southwest line of Lot 9, Block 1, The Gateway Ph. 1, Vol. 7945
Pg. 172

EXHIBIT NO. 2

Attached is a copy of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement sought to be vacated is situated, and the addition or subdivision in which the portion of the public right-of-way/easement sought to be abandoned is situated. Also, the names of record owners of the abutting lots are shown.

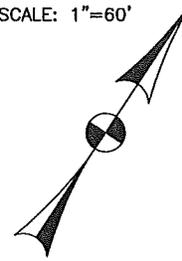
CITY OF BRYAN
CALLED 50 ACRES
VOL. 133, PG. 607
UNPLATTED

5/8" IRON ROD & CAP FOUND
BR5: S 25°00'43"E ~ 0.22'

N 41°46'46"E
20.69'

CITY OF COLLEGE STATION
20' WIDE UTILITY EASEMENT
VOL. 407, PG. 792

SCALE: 1"=60'



BRAZOS GATEWAY PLACE
DEVELOPMENT, LTD.
1289 N. HARVEY MITCHELL PARKWAY
BRYAN, TEXAS 77803

EXISTING SANITARY
SEWER LINE

20' PUBLIC UTILITY EASEMENT
PER VOL. 3663, PG. 313

INDICATES 20' WIDE PUBLIC
UTILITY EASEMENT
ABANDONMENT (0.26 ACRE).

INDICATES 20' WIDE PUBLIC
UTILITY EASEMENT TO REMAIN
(0.06 ACRE.)

15' PUBLIC UTILITY EASEMENT
PER VOL. 5809, PGS. 70-71

S 33°24'40"E ~ 564.23'

REPLAT OF LOT 9, BLOCK 1
&
FINAL PLAT OF LOTS 13, 14 &
15, BLOCK 1
GATEWAY SUBDIVISION
VOL. 7945, PG. 172

LOT 9R, BLOCK 1
8.282 ACRES

20' PRIVATE DRAINAGE
EASEMENT
VOL. 5779, PG. 202

LOT 1, BLOCK 1
THE GATEWAY PHASE 2
12.27 ACRES
VOL. 5809, PG. 70-71

DELMAR BARONHEAD I, LTD.
4645 N. CENTRAL
EXPRESSWAY, STE. 200
DALLAS, TEXAS 75205

S 56°35'20"W
20.00'

P.O.B.

20' PRIVATE DRAINAGE
EASEMENT
VOL. 5779, PG. 202

EXISTING 20'
WIDE GRAVEL
DRIVE

OVERHEAD
ELECTRIC LINE

5/8" IRON ROD
FOUND WITH CAP

LOT 11, BLOCK 1
11.323 ACRES
THE GATEWAY, PHASE 1
REPLAT
VOL. 4998, PG. 262

REPLAT OF LOT 11AR (12.741 ACRES) & LOT 12 (1.661 ACRES),
BLOCK 1 - GATEWAY SUBDIVISION PHASE 1
(AS RECORDED IN VOL. 6693, PG. 211)

LOT 1AR-2
2.62 ACRES
114,065 SQ. FT.
VOL. 6693, PG. 211

Application for Abandonment of
a Public Right-of-Way/Easement

Located: Adjoining the southwest line of Lot 9, Block 1, The Gateway Ph. 1, Vol. 7945,
Pg. 17a

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

BY: 
Title Asst. Engr

VERIZON TELEPHONE COMPANY

BY: _____
Title _____

SUDDENLINK COMMUNICATIONS

BY: _____
Title _____

BRYAN TEXAS UTILITIES

BY: _____
Title _____

Application for Abandonment of
a Public Right-of-Way/Easement

Located: Adjoining the southwest line of Lot 9, Block 1, The Gateway Ph. 1, Vol. 7945,
Pg. 172

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

BY: _____
Title _____

VERIZON TELEPHONE COMPANY

BY: *B. J. Vajdak*
Title *Superior SW-Verizon
HWK Engr.*

SUDDENLINK COMMUNICATIONS

BY: _____
Title _____

BRYAN TEXAS UTILITIES

BY: _____
Title _____

Application for Abandonment of
a Public Right-of-Way/Easement

Located: Adjoining the southwest line of Lot 9, Block 1, The Gateway Ph. 1, Vol. 7945,
Pg. 172

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

BY: _____
Title _____

VERIZON TELEPHONE COMPANY

BY: _____
Title _____

SUDDENLINK COMMUNICATIONS

BY: *Mark [Signature]* 2-11-09
Title *Plant Manager*

BRYAN TEXAS UTILITIES

BY: _____
Title _____

Application for Abandonment of
a Public Right-of-Way/Easement

Located: Adjoining the southwest line of Lot 9, Block 1, The Gateway Ph. 1, Vol. 7945,
Pg. 172

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMCS ENERGY

BY: _____
Title _____

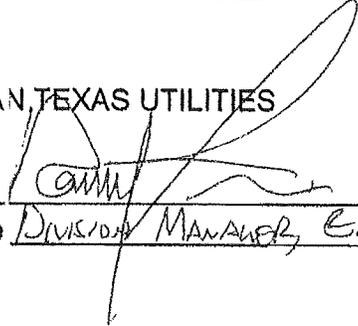
VERIZON TELEPHONE COMPANY

BY: _____
Title _____

SUDDENLINK COMMUNICATIONS

BY: _____
Title _____

BRYAN TEXAS UTILITIES

BY:  _____
Title DIVISION MANAGER, ENGINEERING & SYSTEM PLANNING

Application for Abandonment of
a Public Right-of-Way/Easement

Located: Adjoining the southwest line of Lot 9, Block 1, The Gateway Ph. 1, Vol. 7945,
Pg. 172

EXHIBIT NO. 4

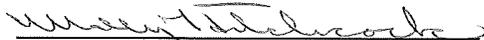
The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.



City Engineer
City of College Station



Building Official
City of College Station



Zoning Official
City of College Station

Fire Marshal
City of College Station

Electric Department
City of College Station

Water Services Department
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Located: Adjoining the southwest line of Lot 9, Block 1, The Gateway Ph. 1, Vol. 7945,
Pg. 172

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

City Engineer
City of College Station

Building Official
City of College Station

Zoning Official
City of College Station

Fire Marshal
City of College Station

Electric Department
City of College Station

Paul A. Swanson 2 Mar 09

Water Services Department
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Located: Adjoining the southwest line of Lot 9, Block 1, The Gateway Ph. 1, Vol. 7945,
Pg. 172

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

City Engineer
City of College Station

Building Official
City of College Station

Zoning Official
City of College Station

Fire Marshal
City of College Station



Electric Department
City of College Station

Water Services Department
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Located: Adjoining the southwest line of Lot 9, Block 1, The Gateway Ph. 1, Vol. 7945,
Pg. 172

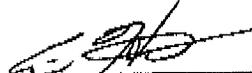
EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

City Engineer
City of College Station

Building Official
City of College Station

Zoning Official
City of College Station



Fire Marshal
City of College Station

Electric Department
City of College Station

Water Services Department
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Located: Adjoining the southwest line of Lot 9, Block 1, The Gateway Ph. 1, Vol. 7945,
Pg. 172

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: Brazos Gateway Place Development, Ltd.



ADDRESS: 1289 N. Harvey Mitchell Parkway

Bryan, TX 77803

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

April 9, 2009
Regular Agenda Item No. 2
Storm Water Management Program –
Regional Watershed Stormwater Education Strategy

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action and discussion regarding a resolution adopting a Regional Watershed Stormwater Education Strategy.

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

Summary: The City of College Station is in the second fiscal year of the five year of the Storm Water Management Program (SWMP) implementation. This program was mandated by the state in 2007 and regulates several local entities including the Cities of College Station and Bryan, Brazos County, Texas Department of Transportation, and Texas A&M University.

The state is requiring designated cities to implement storm water programs to eliminate pollution. The state has defined minimum standards that each program must satisfy. The program is outlines only a framework of actions and goals over a five year period. Specific ordinances, guidelines, best management practices, etc will be developed over this five year period with the assistance of public input. The first SWMP Annual Report defines the first year's progress and status in conformance with the College Station SWMP.

The noted local entities of the Cities of College Station and Bryan, Brazos County, Texas Department of Transportation, and Texas A&M University have met and expressed interest to form the Brazos Basin Stormwater Education Committee. The merit of the joint committee would be to combine resources and to provide a unified message as each entity satisfies its respective SWMP. The resolution under consideration would formally support the City of College Station joining the committee.

Budget & Financial Summary: N/A

Attachments:

- 1) Resolution
- 2) First Annual Report (available to view at the City Engineer's Office)
- 3) Storm Water Management Plan (available to view at the City Engineer's Office)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, ADOPTING A REGIONAL WATERSHED STORMWATER EDUCATION STRATEGY.

WHEREAS, the Environmental Protection Agency under the national Pollutant Discharge Elimination System has delegated responsibility in this matter to the State of Texas under the provisions of Section 402 of the Clean Water Act and Chapter 26 of the Texas Water Code; and

WHEREAS, the State of Texas under the Texas Pollutant Discharge Elimination System ("TPDES" hereinafter); has delegated responsibility in this matter to its municipalities; and

WHEREAS, Municipal Separate Storm Sewer System refers to a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) owned by the City of College Station and designed or used for collecting or conveying storm water and not combined with sanitary sewer. This term does not include separate storm sewers in very discrete areas, such as individual buildings as long as they are not physically connected to the public storm sewer system; and

WHEREAS, the City of College Station ("City" hereinafter) prepared, authorized and submitted a Storm Water Management Program ("SWMP" hereinafter) to the Texas Commission on Environmental Quality ("TCEQ" hereinafter) on February 8, 2008 in compliance with General Permit No. TXR040000 issued on August 13, 2007 as part of the TPDES; and

WHEREAS, population growth, residential and industrial development, and the resulting changes to the landscape have led to stormwater quality and quantity concerns throughout the Brazos Basin; and

WHEREAS, these impacts cannot be entirely avoided or eliminated but can be minimized; and

WHEREAS, it is currently recognized that control of stormwater quantity and quality is most effectively implemented when people and organizations understand the related causes and consequences of polluted stormwater runoff and flooding, and the actions they can take control of; and

WHEREAS, the need arises not only from the regulatory stormwater requirements of TCEQ TPDES General Permit No. TXR040000, but also from the recognition that local decision makers, citizens and elected officials will require more than a rudimentary grasp of stormwater pollution and flooding concerns in order to make effective decisions that will have a positive impact on stormwater pollution control requirements and those of the communities they serve; now, therefore,

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

PART 1: That the City Council hereby approves supports the development and implementation of a regional watershed stormwater education strategy. Efforts will be overseen by the Brazos Basin Stormwater Education Committee and their respective municipal, county, and state representatives. This approach seeks to coordinate the use of local resources and expertise to achieve economy of scale by jointly addressing common needs of the cities, counties, and state and provide uniformity in educational message to enhance learning.

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

ADOPTED this _____ day of _____, A.D. 2009.

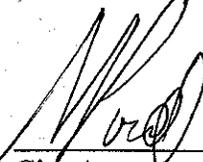
ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



City Attorney

April 9, 2009
Regular Agenda Item No. 3
College Park-Breezy Heights Rehabilitation Project

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capital Projects

Agenda Caption: Presentation, possible action, and discussion to expand the proposed milling and overlaying of streets within the project boundaries of the College Park – Breezy Heights utility and street rehabilitation project.

Recommendation(s): Staff recommends expanding the milling and overlaying program within the project boundaries and parts of the surrounding area to address the needs of the neighborhood.

Summary: When the College Park/Breezy Heights Project was bid for construction, the scope of work for the street improvements portion of the project was reduced for two reasons - the neighborhood eliminated some streets from the scope, and staff eliminated other streets due to concerns over rising construction costs. Between the beginning of the design phase and the bidding phase, the construction bidding climate changed. As a result of this reduced scope of work, there is excess budget remaining in the streets portion of the project funding. Staff proposes to use a portion of these excess funds to mill and overlay other streets within the project boundaries and immediately adjacent to the project boundaries that are need of repair. The streets to be included in the mill and overlay effort include:

Luther: Fairview to Wellborn
Fairview: George Bush to Holleman
Old Jersey: Fairview to terminus
West Dexter: Ayrshire to Hereford
Bell: Hereford to Welsh
Park Place: Fairview to Dexter
Hereford: Luther to Holleman
Montclair: Luther to cul-de-sac

If directed by Council, a Change Order for the Construction Contractor and the Engineer will be prepared, and brought back to Council for approval in the coming weeks.

Budget & Financial Summary: Funds in the amount of \$2,454,520 are budgeted for the Streets portion of this project in the Streets Capital Improvement Projects Fund. Funds in the amount of \$1,807,131.59 have been expended or committed to date, leaving a balance of \$647,388.41 that could be used for additional street improvements in the neighborhood.

Attachments:

1. Location Map of the College Park-Breezy Heights Rehabilitation Project.

College Park/Breezy Heights Rehabilitation Project Location Map

