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**Mayor**

Nancy Berry

**Mayor Pro Tem**

John Crompton

**City Manager**

Glenn Brown

**Council members**

Jess Fields

Dennis Maloney

Katy-Marie Lyles

Dave Ruesink

Jana McMillan

**Agenda**  
**College Station City Council**  
**Regular Meeting**  
**Thursday, January 13, 2011 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 5:30 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. Comments should not personally attack other speakers, Council or staff.

**Consent Agenda**

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

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

- a. Presentation, possible action, and discussion of minutes for December 9, 2010 Workshop and Regular Council Meeting.

- b. Presentation, possible action and discussion on the second reading of a franchise agreement amendment with Brazos Valley Recycling to add the collection of food waste for the purpose of recycling, multifamily apartments and commercial businesses to its agreement.

- c. Presentation, possible action, and discussion regarding approval of an Interlocal Agreement between the City of College Station and BVSWMA Inc. detailing communications services to be provided to BVSWMA by the City of College Station and setting the initial fees for those services.

- d. Presentation, possible action, and discussion regarding the authorization for the Mayor to execute the easement agreement of a utility easements located on the Texas A&M University System Property for the purpose of relocating underground fiber optic cable.
- e. Presentation, possible action, and discussion regarding participation in an Interlocal Agreement (ILA) between the Brazos County Emergency Communications District (BCECD) and the City of College Station (the city) for the purpose of purchase, maintenance, and operation of hardware utilized to process CAD and emergency 911 calls.
- f. Presentation, possible action, and discussion regarding an alarm ordinance amendment to include the use of a graduated fine schedule.
- g. Presentation, possible action and discussion regarding rejection of bid 11-02 for the Bird Pond Road Rehabilitation Project.
- h. Presentation, possible action, and discussion on a change order to the Professional Services Contract 09-305 with Lockwood, Inc. in the amount of \$30,000, for the design of Carter Creek Wastewater Treatment Plant Lab & SCADA Building.
- i. Presentation, possible action, and discussion of an Interlocal Agreement (ILA) between the College Station Independent School District and the City of College Station for the exchange of real property for wastewater services.
- j. Presentation, possible action and discussion for change order to the Professional Services Contract 10-229 with Mitchell & Morgan, LLP for an increase in the amount of \$9,849.00 to the Emerald Forest Park Improvements Project.
- k. Presentation, possible action, and discussion on rejecting proposals received pursuant to RFP 10-88 and awarding Construction Contract 11-060 (RFP 11-16) with JaCody, Inc. in the amount of \$684,917.90 for the College Station Skate Park Project.
- l. Presentation, possible action, and discussion regarding a resolution to revise certain change order provisions in our standard contracts for professional services.
- m. Presentation, possible action, and discussion on Construction Contract 11-070 with Dudley Construction, Ltd. in the amount of \$2,507,475.13 for the Tauber & Stasney Street and Utility Rehabilitation Project.
- n. Presentation, possible action and discussion for a change order to Professional Services Contract 10-126 with Kimley-Horn and Associates, Inc. for an increase in the amount of \$3,750.00 for the Rock Prairie Road West Right of Way (ROW) Analysis.
- o. Presentation, possible action and discussion on a resolution for a Memorandum of Understanding (MOU) between the City of College Station and the Texas Department of Transportation (TxDOT) adopting TxDOT's federally-approved Disadvantaged Business Enterprise Program (DBE) for projects that receive federal funds.

- p. Presentation, possible action, and discussion regarding a change order to decrease Construction Contract 09-267 by \$58,250. This contract between Alsay, Inc. and the City of College Station is for the construction of groundwater well number 8.
- q. Presentation, possible action, and discussion on an ordinance temporarily amending Chapter 10, Section 3E (2)(i)(29), of the College Station Code of Ordinances by changing the posted speed limit on the section of Barron Road between Decatur Drive and William D. Fitch Parkway (SH 40) to 35 mph for the duration of City's construction project of Barron Road.
- r. Presentation, possible action, and discussion on approving an annual blanket purchase order for the purchase of auto parts, shop equipment and services from NAPA Auto Parts (College Station, TX) through the Purchasing Solutions Alliance (PSA) contract for the amount of \$110,000.00.
- s. Presentation, possible action, and discussion regarding approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt for the purchase of Fire Department vehicles.
- t. Presentation, possible action, and discussion on approving annual tire purchases from Pilger's Tire & Auto Center through the State of Texas (TXMAS) Tire Contract in the amount of \$135,000.00.
- u. Presentation, possible action, and discussion on a bid award for the annual agreement for wire and cable to be stored in inventory as follows: Techline \$628,385.00; KBS \$58,950.00; and Wesco \$5,580.00. Total estimated annual expenditure is \$692,915.00.
- v. Presentation, possible action, and discussion to adopt an ordinance allowing the imposition of service fees for credit card payments
- w. Presentation, possible action, and discussion to adopt an ordinance establishing a Special Expense Fee pursuant to Article 45.203(c) of the Texas Code of Criminal Procedures.
- x. Presentation, possible action, and discussion to adopt an ordinance establishing a Child Safety Fund pursuant to Article 102.014 of the Texas Code of Criminal Procedures.

### **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 concerning approval to publicly bid the final phase of the College Station Bike Loop Project.
2. Public Hearing, presentation, possible action and discussion concerning approval to proceed with an advertisement to solicit construction bids for improvements to Royder Road and Greens Prairie Trail.
3. Presentation, possible action, and discussion on the Tauber & Stasney Street and Utility Rehabilitation Project.
4. Public Hearing, presentation, possible action, and discussion on an ordinance amendment to Chapter 12 "Unified Development Ordinance," Article 2 "Development Review Bodies," Section 3.1 "General Approval Procedures," Section 3.3 "Plat Review," Section 7.1 "General Provisions," Article 8 "Subdivision Design and Improvements," and Section 11.2 "Defined Terms," of the College Station Code of Ordinances, specifically related to subdivision regulation standards and other general processes.
5. Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 2.06 Acre portion of Old Rock Prairie Road Right-of-Way, which is located at 4005 State Highway 6 South adjacent to the Rock Prairie Marketplace Subdivision according to the plat recorded in Volume 9506, Page 205 of the Deed Records of Brazos County, Texas.
6. Public Hearing, presentation, possible action and discussion regarding a Rezoning for 2716 Barron Road of 3.49 acres from A-O Agricultural Open to R-1 Single-Family Residential, generally located between the Sonoma and Edelweiss Subdivisions.
7. Adjourn.

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

APPROVED:

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City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, January 13, 2011 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 10th day of January, 2011 at 5:00 p.m.

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City Secretary

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

Thursday, January 13, 2011

and Agenda were posted on January 10, 2011 at 5:00 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 \_\_\_\_\_, 2011 By \_\_\_\_\_

Subscribed and sworn to before me on this the \_\_\_\_ day of \_\_\_\_\_, 2011.

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

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

MINUTES OF THE CITY COUNCIL WORKSHOP  
CITY OF COLLEGE STATION  
DECEMBER 9, 2010

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry

**Council:**

John Crompton  
Jess Fields  
Dennis Maloney  
Katy-Marie Lyles  
Jana McMillan  
Dave Ruesink

**City Staff:**

Glenn Brown, City Manager  
Kathy Merrill, Assistant City Manager  
David Neeley, Assistant City Manager  
Carla Robinson, Interim City Attorney  
Sherry Mashburn, City Secretary  
Tanya McNutt, Deputy City Secretary

**Call to Order and Announce a Quorum is Present**

With a quorum present, the Workshop of the College Station City Council was called to order by Mayor Nancy Berry at 3:00 p.m. on Thursday, December 9, 2010 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

**1. Presentation, possible action, and discussion on items listed on the consent agenda.**

Items 2h, 2j and 2n were pulled from the Consent Agenda.

***Item 2h:*** Chuck Gilman, Director of Capital Projects, explained the selection process for architects, engineers and other professional services are based on qualifications. They cannot consider price or geographic locations. The City has not experienced construction delays if the contractor is based out of town.

*Item 2j:* Dave Colman, Director of Water Services, explained the purpose of moving sewer lines to the front is to save money and to avoid disruption to residents' lives. He expects to save over \$500,000 by moving the lines to the front rather than replacing lines in the back where they currently exist.

*Item 2n:* Cheryl Turney, Assistant Finance Director, explained that the engineering contract was approved March 2009, and the construction contract was approved in October 2010. We are required to have a resolution on file for reimbursement. The October agenda item failed to have the resolution attached to it.

**2. Presentation, possible action, and discussion regarding an update on sustainability efforts and implementation of projects funded through the Energy Efficiency and Conservation Block Grant.**

Hayden Migl, Assistant to the City Manager, reported on the projects for the Energy Efficiency Conservation Block Grant. One project will be the replacement of fleet vehicles with hybrids. The grant will cover the difference between regular and hybrid vehicles with a normal replacement schedule, and hybrid system training for mechanics. There are also three parks improvements/retrofits: 22 trash compactors were installed, reducing man hours by 50% for a labor savings of \$735 per month. Irrigation Upgrades have been installed at Veterans Park and Central Park, for a savings of approximately 13,000 gallons of water per year. Lighting Improvements include 79 new light standards at Veterans Park and 20 new light standards at Central Park, for a savings of \$56,000. Sustainability programs were funded \$195,000 over the years and include funds to cover the salary of the Sustainability Coordinator.

Erin Chastain-Harris, Sustainability Coordinator, updated the City Council on Green College Station. She is benchmarking all City facilities. She is looking at over 600 meters which will be monitored regularly. The City is also participating in the Greenhouse Gas Inventory, with which we will incorporate sustainability in different areas of City operations. Green College Station was reinstated with a Green Team with all departments represented. They are looking to draft a sustainability plan and are looking at performance-based contracting and green building standards. The Green College Station Task Force has been developed to help the City Manager create a sustainability plan. It was recommended at the Council retreat to make this task force a standing committee. The current members are willing to serve.

**MOTION:** Upon a motion made by Councilmember Crompton and a second by Councilmember Ruesink, the City Council voted six (6) for and one (1) opposed, with Councilmember McMillan voting against, to continue the task force with the membership as recommended by staff. The motion carried.

**3. Presentation, possible action, and discussion regarding an update on the impact of the August 2010 parking rate changes for the City's various Northgate District Parking Assets.**

David Gwin, Director of Economic and Community Development, updated the Council on changes on the Northgate District parking rates. Contracts were also addressed: Annual Day and Annual 24/7 were both eliminated in the contract; semester contracts were realigned to run

consecutively with rates adjusted accordingly. They also implemented an on-going advertising campaign. Miscellaneous changes allowed for the sale of “bundled” pre-paid garage passes, increased 15-minute parking to 30-minute parking, and allowed for the sale of pre-paid “Zip Passes” at the garage. Mr. Gwin also reported on how the changed rate structure impacted revenue. In the 90-day review period the gross revenue was down 9%. The big hit came from the garage parking which was down 28%; the surface lot is cheaper, and that revenue increased. There was a big change in parking citations due to the reallocation of resources when the barricades were installed. There is a healthy reserve in the fund; however, by 2013 we will dip into the red if we don’t do something. A potential revenue offset could be achieved if we increase the surface lot to 75 cents during non-peak hours. For the Promenade Surface Lot, he recommended maintaining the rate structure through May 2011. He would return if the losses become significantly worse; otherwise, he would return at the conclusion of the spring semester. Other recommendations include rescinding the first free hour of parking in the garage and to implement an online contract payment and management system. Regarding privatizing Northgate assets, there are two options: 1) the City owns the assets and a third party manages, operates, maintains, enforces and provides customer service; and 2) total privatization wherein the City would sell the assets to a third party who would own and operate the assets.

**MOTION:** Upon a motion made by Councilmember Crompton and a second by Councilmember Fields, the City Council voted seven (7) for and none (0) opposed, to direct staff to return to Council with a feasibility report on liquidating the assets and a RFP to outsource all parking operations. The motion carried unanimously.

**MOTION:** Upon a motion made by Councilmember Crompton and a second by Councilmember Lyles, the City Council voted six (6) for and one (1) opposed, with Councilmember Fields voting against, to approve the first three NDA Consideration Requests presented and to increase the surface lot fee to 75 cents. The motion carried.

**4. Presentation, possible action, and discussion on approving total health plan expenditures for the period of January 1, 2011 through December 31, 2011. The projected amount for both the renewals and total projected expenditures is \$7,574,073.48.**

Alison Pond, Director of Human Resources, presented an overview of the benefit plan expenses and reminded the Council this was approved in the budget process. The 2011 expenses reflect changes made to the benefits plan. She noted the budget amount is less than last year’s budgeted amount. We have removed long term care and short disabilities as employer provided benefits. There are three plan options for medical, with increased deductibles, co-pays and co-insurance. Some voluntary benefits options have been added, and the prescription provider was changed.

**5. Presentation, possible action, and discussion regarding future updates to the City of College Station Unified Development Ordinance – Sections 3 and 8 (Subdivision Regulations).**

Bob Cowell, Director of Planning and Development Services, updated the Council on the UDO amendments related to subdivision regulations. A Public Hearing will be scheduled for January 13.

**6. Presentation, possible action, and discussion regarding possible agenda topics for the Council's mid-year retreat scheduled for January 21, 2011.**

Suggested topics included:

- Sunset committee consideration
- City-owned assets inventory

**7. Council Calendar**

- **December 10 Holiday Celebration/Christmas In the Park Sponsor Recognition Ceremony at Stephen C. Beachy Central Park, 5:30 p.m.**
- **December 15 BSWMA Inc. Board Meeting at Public Works - Room 203 Municipal Court Bldg - 300 Krenek Tap, 11:00 a.m.**
- **December 16 Planning & Zoning Meeting in Council Chambers, 6:00 p.m.**
- **December 20 IGC Meeting at BVCOG, 12:00 p.m.**
- **December 21 Council Transportation Committee Meeting in Council Chambers, 4:30 p.m.**
- **December 24 City Offices Closed – HOLIDAY**
- **December 27 City Offices Closed – HOLIDAY**
- **January 3 City Offices Closed – HOLIDAY**

A special meeting is scheduled for January 11 at 4:00 p.m. to have a workshop to catch up on items.

**8. Presentation, possible action, and discussion on future agenda items: a Council Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.**

Councilmember Maloney requested workshop items on the MPO and our partnerships, the City's communication plan to tell our story, and next generation business parks.

Councilmember Crompton requested a workshop on the economic development holistic picture.

Mayor Berry said we need to add the appointment to the Audit Committee.

Councilmember Fields requested to have a workshop on the Interlocal Agreement with the City of Bryan for the operation of the Larry J. Ringer Library.

**9. Discussion, review and possible action regarding the following meetings: Arts Council of the Brazos Valley, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Wide Area Communications Task Force, BSWMA, BVWACS, Cemetery Committee, Code Review Committee, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Mayor's Council on Physical Fitness, Mayor's Development Forum, Metropolitan Planning Organization, National League of**

**Cities, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Signature Event Task Force, Sister City Association, TAMU Student Senate, Texas Municipal League, Transportation Committee, Wolf Pen Creek Oversight Committee, Zoning Board of Adjustments.**

Mayor Berry updated the Council on the MPO. She learned from TXDOT that they have put the funding in their budget to do the engineering and right-of-way studies for the Wellborn/George Bush grade separation.

Councilmember Crompton reported on the CVB meeting. They are preparing an RFP to hire a facilitator to advise them so they can advise us on the allocation of HOT tax funds.

Mayor Berry wished Hayden Migl well on his future endeavors. She stated how very much she appreciated his professionalism. Councilmember Fields commented on his helpfulness.

**10. Executive Session**

In accordance with the Texas Government Code §551.071-Consultation with Attorney, and §551.074-Personnel, the College Station City Council convened into Executive Session at 5:10 p.m. on Thursday, December 9, 2010 in order to continue discussing matters pertaining to:

A. Consultation with Attorney to seek advice regarding pending or contemplated litigation; to wit:

- City of Bryan's application with TCEQ for water & sewer permits in Westside/Highway 60 area, near Brushy Water Supply Corporation to decertify City of College Station and certify City of Bryan
- City of Bryan suit filed against College Station, Legal issues and advise on Brazos Valley Solid Waste Management Agency contract, on proposed methane gas contract
- Water CCN / 2002 Annexation / Wellborn Water Supply Corporation
- Weingarten Realty Investors v. College Station, Ron Silvia, David Ruesink, Lynn McIlhaney, and Ben White
- Chavers et al v. Tyrone Morrow, Michael Ikner, City of Bryan, City of College Station, et al
- Clancey v. College Station, Glenn Brown, and Kathy Merrill

B. Consultation with Attorney to seek legal advice; to wit:

- Discussion of Legal Issues Regarding: Wellborn Incorporation Request
- Legal issues of purchase and lease back to Arts Council
- Discussion of Legal Issues Regarding: Creation of a Special Biocorridor District

C. Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:

- City Manager
- City Council Self-Evaluation

The Executive Session adjourned at 6:50 p.m. on Thursday, December 9, 2010.

No action was required from Executive Session.

**11. Adjournment**

**MOTION:** There being no objection, Mayor Berry adjourned the workshop of the College Station City Council at 9:29 p.m. on Thursday, December 9, 2010.

\_\_\_\_\_  
Nancy Berry, Mayor

ATTEST:

\_\_\_\_\_  
Sherry Mashburn, City Secretary

DRAFT

MINUTES OF THE REGULAR CITY COUNCIL MEETING  
CITY OF COLLEGE STATION  
DECEMBER 9, 2010

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry

**Council:**

John Crompton  
Jess Fields  
Dennis Maloney  
Katy-Marie Lyles  
Jana McMillan  
Dave Ruesink

**City Staff:**

Glenn Brown, City Manager  
Kathy Merrill, Assistant City Manager  
David Neeley, Assistant City Manager  
Carla Robinson, Interim City Attorney  
Sherry Mashburn, City Secretary  
Tanya McNutt, Deputy City Secretary

**Call to Order and Announce a Quorum is Present**

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Nancy Berry at 7:00 p.m. on Thursday, December 9, 2010 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

**1. Pledge of Allegiance, Invocation, consider absence request.**

• **Citizen Comments**

Elizabeth Smith, 15032 Turnberry Circle, stated that there are twenty states with old laws denying civil rights. As College Station increases in size by annexation, they decrease the pleasure of living in a rural community such as Wellborn. Paraphrasing an Obama-Biden statement, she remarked that cities discriminate by choosing which neighborhoods they annex.

She noted the quality of life will deteriorate with increased traffic, increased runoff, etc. She was surprised to find out she could not vote on this annexation.

Sarah Shaffer, 16414 Calumet Trail, said she enjoys living out in the country. She lived in College Station for three years but decided to build in Wellborn. She came from Oklahoma to Houston, then retired from Houston and began looking for the right environment for the amenities they wanted but also close enough to neighbors and friends. They wanted to live outside in the country. This is an entirely different way of life that will change if city rules are applied. They enjoy the small wildlife, and no hunting is allowed; it is like a wildlife preserve. If there is an election, and neighbors vote to be annexed, that is one thing, but taking us in without a say is wrong.

Karen Severn, 6401 Johnny Bars Trail, asked the Council to think about the people whose sons and daughters are on their way to Afghanistan or Iraq. They put on that uniform to protect and serve and to protect our right to vote. If she had been here 150 years ago, she would not have imagined that she could not vote in the state of Texas. Voting is an important fundamental right. Without it, you allow other people to control your life. In Wellborn we live together and are the best people to know what Wellborn wants. The City plans to only take in 15% of the residents, leaving the other 85% to pursue whatever, perhaps incorporation.

Mike McCleary, 3649 Barron Cut-Off, wanted to know what will happen after he is annexed. He has lived in Wellborn 40 years and raised seventeen sons. He has open-range chickens; will he still be able to have open-range chickens? He has played polo for many years and has fifteen horses now. Will he still be able to have those to carry on with his livelihood? He and his sons trapped twenty-three hogs in a period of five days. Will he still be able to slaughter hogs after he is annexed? Will he still be able to raise hogs to eat? He is teaching a puppy to hunt; will he still be able to shoot doves.

Carol Fountain, 14380 Cheyenne, stated that the Council was voted into office and given power to handle the business of the City. It is in the Council's power to give us the right to vote on annexation. She asked what the Council is afraid of. She will relocate to parts further south if she is annexed. She doesn't want Wellborn to expand. She chose to live in a rural area, and when it no longer is rural, she will leave. She expected College Station to expand, but she never thought her right to vote would be denied.

Mary Ann Nagyvary, 3968 Cody, stated that five Councilmembers voted to start the annexation process just a few days after meeting to discuss a win-win solution. That was not honorable or having integrity. She doesn't feel they should have to demonstrate why allowing a group of citizens to vote on their own destiny is a financially prudent move. Financial justifications are wrong. The law that allows the City to rape Wellborn is wrong. The law is antiquated; it was passed in 1963. Change is beginning with the pre-filed House Bill 107. College Station is trying to rush annexation because soon it will be illegal to land grab this way. Most states do not have these unjust annexation laws. 1,500 College Station voters signed a petition asking the City to allow Wellborn a vote. Let them tell you so with their direct vote on this issue.

Timothy Delasandro, 3105 Larkspur, reported that he, along with a committee of petitioners, filed an affidavit with the City Secretary to recall Mayor Berry and Councilmembers Crompton, Maloney, Lyles, and Ruesink. This was not personal. He actually voted for three of these. He noted that the Republican Party platform asserts. "all parties in annexations proceedings should be guaranteed this referendum" and the Democratic Party platform says to let the people vote. He said the Council has left the citizens no option but this. He remarked that the resulting lack of quorum will be a temporary situation until May elections. The only major effect will be to impose the peoples' will on this Council. He urged everyone to save Wellborn, and support the recall.

Joseph Nagyvary, 3968 Cody, came to Texas in 1967. He is familiar with the development of College Station since that time. He is against the resolution to annex Wellborn and noted that College Station exists because of the university and would not be viable without it. College Station is not a traditional city, but a neighborhood sprawl by choice. Expanding the borders indefinitely dilutes and diminishes the services they would receive. We should create more independent green communities like Wellborn.

Heidi Rockwell, 14469 Cheyenne, said her family has lived in Wellborn because they wanted a country lifestyle. She wants to live the same way she's been living. She hears that things will be changing a lot and not in her favor.

Robert Fountain, 14380 Cheyenne, recited parts of the 2010 party platforms. The Democratic Party strongly supports private property rights protected by the constitution. The Republican Party states that all parties in annexations proceedings should be guaranteed this referendum . . . they must authorize this proposal. The right to vote has been denied. Leaving Wellborn alone to decide themselves is a better choice. They only want the right to determine their own destiny.

Linda Hale, 4042 Cody, said she is learning that vigilance is the price of freedom. She never imagined she would have to troll the agendas to see what the City was going to do to them next. They are not going to go away. Just because the City can legally do what they are planning to do, does not make it right. It is legal for the City to allow Wellborn to vote, but the City chose to not allow that. It is legal and right for Wellborn to use whatever means to fight an unjust annexation law. There is still an opportunity to make this a win-win situation: the City can vote to stop annexation proceedings. Allow College Station voters to vote on whether they want another neighborhood or a small town to the south.

Pat Buck, 4014 Cody, said she has been a resident of Wellborn for thirty-nine years. She operates a small cow/calf operation. Her property is next to an atrocity, Aspen Heights. The residents are transitory and don't care how loud their music is or about the trash they leave behind. She is constantly having to pick up their trash. She was recently informed that an unregistered sex offender was living there, and there are drug dealings. They have also experienced increased drainage problems in the Shiloh subdivision. The runoff increases the flood threat to homeowners in the subdivision. Law enforcement in the area was a rarity until Aspen Heights came in.

Dr. Leigh Turner, 3301 Triple Bend, remarked that at the last meeting Councilmember Lyles voted for the annexation because no one could tell her why Wellborn incorporation would be good for the City. She, herself, was surprised to learn the cost to the City is not gathered until after the annexation is made even though the services must be made in the short term. It is not in the City's financial interest, but it is the right thing to do. The Council was elected to represent College Station residents. 1,500 residents signed a petition asking to give Wellborn the right to vote. People are watching to see how we are being treated. She cautioned the Council to be wise stewards of their citizens' dollars and to act with integrity; it is in the best interest of College Station to allow Wellborn the right to vote.

Lois Rockwell, 14469 Cheyenne, stated that she stood here with her hand over her heart and said "liberty and justice for all". She asked what the Council believed. The Council has no right to smirk at speakers; these are our property rights. She reiterated that councilmember's were smirking while people were speaking. The Mayor asked her to stand down.

Mark Lacey, 14469 Cheyenne, stated that he did not ask Heidi to speak; it was her idea, and she wanted to speak. Someone was smirking while she was talking, and everybody knows who it is. He stated that they are not being respected by the members of the council. The Council does not have the right to take this personally; they all need to be objective. He noted that the Mayor signed the petition and then took it back. They are not going away. The Mayor asked him to stand down.

A.P. Boyd, 5245 Straub, talked about private property rights. The governor started a state transportation forum to buy right-of-way from one side of Texas to another. After several years he ran into roadblocks, and he stopped that because people did not want their property taken. If the governor can look at that and say he made a mistake and go back to the way they used to do it, then why can't College Station.

## **CONSENT AGENDA**

**2a. Presentation, possible action, and discussion of minutes for November 22, 2010 Workshop and Regular Council Meeting.**

**2b. Presentation, possible action, and discussion regarding adoption of 2011 Council Meeting Calendar.**

**2c. Presentation, possible action, and discussion on approving total health plan expenditures for the period of January 1, 2011 through December 31, 2011. The projected amount for both the renewals and total projected expenditures is \$7,574,073.48.**

**2d. Presentation, possible action, and discussion on approving an agreement with Allstate to provide voluntary Critical Illness and Accident Insurance for the period of January 1, 2011 through December 31, 2011.**

**2e. Presentation, possible action, and discussion regarding contract renewal for Third-Party Claims Administration with A S & G Claims Administration Inc., for an annual expenditure of \$52,000. Anticipated FY11 workers compensation claims are \$225,000 and anticipated FY11 liability claims are \$300,000.**

**2f. Presentation, possible action, and discussion regarding the renewal of an annual purchasing agreement for dewatering chemical (polymer) with Fort Bend Services, Inc. not to exceed \$39,200, and an annual purchasing agreement for dewatering chemical (polymer) with Atlantic Coast Polymer, Inc. not to exceed \$172,560.**

**2g. Presentation, possible action and discussion of the renewal of two Master Agreements for Real Estate Appraisal Services: Holtkamp Realty Consultants (Contract No. 09-314) and S.T. Lovett & Associates (Contract No. 09-218). Each Master Agreement will not exceed \$50,000. Approval of the renewal of these agreements will authorize the City Manager or his delegate to approve Service Orders for each project within the terms of each Master Agreement.**

**2h. Presentation, possible action, and discussion on a Professional Services Contract 11-063 with Malcolm Pirnie, Inc. for \$406,641.00 for design, bidding, and construction phase services for the Dowling Road High Service Pump Station Improvement Project.**

**2i. Presentation, possible action, and discussion on a Professional Services Contract 11-064 with Jones & Carter, Inc. for \$242,000.00 for design, bidding, and construction phase services for a lift station to be constructed near the intersection of Rock Prairie Road and State Highway 6.**

**2j. Presentation, possible action, and discussion on a change order to the Professional Services Contract 09-070 with Weston Solutions, Inc. for an increase in the amount of \$103,647.00 to the South Knoll/The Glade Utility Rehabilitation Project.**

**2k. Presentation, possible action and discussion on renewing the annual contract for gasoline and diesel fuel (Contract #10-054) with Brenco Marketing Corporation (Bryan, TX) for one year; and authorize the annual estimated expenditures of \$1,252,000.00.**

**2l. Presentation, possible action, and discussion on an Interlocal Agreement for cooperative purchasing activities between the City of College Station and City of Fort Worth.**

**2m. Presentation, possible action, and discussion on a Participation Agreement with JP Morgan Chase for commercial card services related to our procurement card program.**

**2n. Presentation, possible action, and discussion regarding approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt for the Southwood 5-7 Rehabilitation project.**

**2o. Presentation, possible action, and discussion regarding an update to the Intergovernmental Contract between the City of College Station and the City of Bryan for the operation of the Larry J. Ringer Public Library.**

**2p. Presentation, possible action, and discussion regarding approval for the purchase of two (2) IBM System i Servers, respective Operating System (OS) and backup software, High Availability (HA) data replication software, and related supplies for an amount not to exceed \$200,000, and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.**

**2q. Presentation, possible action, and discussion regarding approval of a contract with MicroAge of College Station for computer network equipment, software and services to provide improved electronic data storage and management in an amount not to exceed \$177,802.58.**

**2r. Presentation, possible action and discussion on the first reading of a franchise agreement amendment with Brazos Valley Recycling to add the collection of food waste for the purpose of recycling, multifamily apartments and commercial businesses to its agreement.**

**2s. Presentation, possible action, and discussion regarding a change order to the design contract (Contract No.10-210) with Mitchell and Morgan in the amount of \$12,700.00 for the FM 2818/Jones Butler Waterline Conflict project.**

**MOTION:** Upon a motion made by Councilmember Fields and a second by Councilmember Lyles, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Agenda. The motion carried unanimously.

## **REGULAR AGENDA**

**1. Public Hearing, presentation, possible action, and discussion regarding an Ordinance amending Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, specifically rezoning 1.317 acres from PDD Planned Development District to PDD Planned Development District to modify the District Concept Plan 330-A Holleman Drive East, generally located southeast of the intersection of Holleman Drive East and Lassie Lane.**

At approximately 8:24 p.m. Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:25 p.m.

**MOTION:** Upon a motion made by Councilmember Maloney and a second by Councilmember Crompton, the City Council voted seven (7) for and none (0) opposed, to approve an ordinance amending Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, specifically rezoning 1.317 acres from PDD Planned Development District to PDD Planned Development District to modify

the District Concept Plan 330-A Holleman Drive East, generally located southeast of the intersection of Holleman Drive East and Lassie Lane, as recommended by Planning and Zoning. The motion carried unanimously.

**2. Public Hearing, presentation, possible action and discussion regarding a Rezoning for 3180 Cain Road of 19.575 acres from A-O Agricultural Open to C-1 General Commercial, R-3 Townhouse and R-4 Multi-Family located at 3180 Cain Road and more generally located west of the intersection of Old Wellborn Road and Cain Road.**

The applicant withdrew his application.

**3. Public Hearing, presentation, possible action, and discussion regarding an alarm ordinance amendment to include the use of a graduated fine schedule and a third party vendor to administer the alarm program.**

At approximately 8:45 p.m. Mayor Berry opened the Public Hearing.

Joe Foster, 710 Honeysuckle, owner of Titan Security Solutions, stated that these charges are reasonable. The City needs to attack false alarms; Bryan did it the wrong way with an upfront fee for having an alarm. He cautioned the City to be careful with the third party vendor. He is willing to donate time to train citizens on how to deal with a false alarm.

David Elizondo, 2151 Harvey Mitchell Parkway #201, owner of Advanced Security Concepts, is also in agreement with the fees; however, he feels they should be a little higher to cover costs. He cautioned against fly-by-night companies who are only in the business to collect the monthly monitoring fees. Alarm companies need to be more accountable and more responsible for what they do. They should have an office in town with onsite technicians to handle problems.

There being no further comments, the Public Hearing was closed at 9:00 p.m.

**MOTION:** Upon a motion made by Councilmember Crompton and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to proceed with a third party administrator, with the first three false alarms at no charge, \$100 per false alarm after the third one, and re-starting the clock after twelve months. The motion carried unanimously.

**4. Presentation, possible action, and discussion regarding the appointment of individuals to the College Station Business Advisory Committee.**

**MOTION:** Upon a motion made by Councilmember Crompton and a second by Councilmember Lyles, the City Council voted six (6) for and none (0) opposed, with Councilmember Fields absent from the dais, to appoint to the College Station Business Advisory Committee:

Nancy Berry, Chairperson, Mayor of College Station  
Tedi Ellison, Ellison Law Firm

Celia Goode-Haddock, University Title Company  
Dick Haddox, ANCO Insurance  
Larry Hodges, Copy Corner / Double Dave's  
Tom Jackson, College Station Medical Center  
Hub Kennady, A&M Super Storage

The motion carried.

**5. Presentation, possible action, and discussion regarding the appointment of additional members to the Medical Corridor Advisory Committee (MCAC).**

**MOTION:** Upon a motion made by Councilmember Crompton and a second by Councilmember Ruesink, the City Council voted seven (7) for and none (0) opposed, to appoint to the Medical Corridor Advisory Committee:

Dennis Anderholm, Brandon Heights HOA  
Denise Barnett, Edelweiss Estates HOA  
Joe Brown, College Station Medical Center, Dir. of Public Communications  
Frank Hartman, College Station Medical Center, Dir. of Development  
Tom Jackson, College Station Medical Center, Chief Executive Officer  
Jan McMurray, Devonshire HOA  
Bill Rayburn, Scott & White Medical Center, Assoc. Reg. Chief Medical Officer  
Chuck Sanders, Southwood Forest HOA  
Gentry Woodard, Scott & White Medical Center, Dir. Of Govt. & Community Affairs  
Randy Yates, Shadowcrest HOA

The motion carried unanimously.

**6. Adjournment.**

**MOTION:** There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 9:30 p.m. on Thursday, December 9, 2010.

\_\_\_\_\_  
Nancy Berry, Mayor

ATTEST:

\_\_\_\_\_  
Sherry Mashburn, City Secretary

**January 13, 2011**  
**Consent Agenda Item No. 2b**  
**Food Waste, Multifamily and Commercial Collection**  
**Franchise Amendment – Brazos Valley Recycling**

**To:** Glenn Brown, City Manager

**From:** City Manager's Office

**Agenda Caption:** Presentation, possible action and discussion on the second reading of a franchise agreement amendment with Brazos Valley Recycling to add the collection of food waste for the purpose of recycling, multifamily apartments and commercial businesses to its agreement.

**Relationship to Strategic Goals:** V. Green Sustainable City

**Recommendation(s):** Staff recommends approval.

**Summary:** The proposed amendment would add the collection of food waste for the purpose of recycling as well as adding service to multifamily apartments and commercial businesses to the list of services that can be provided by Brazos Valley Recycling through its current non-exclusive five (5) year franchise agreement. Brazos Valley Recycling is currently limited to collecting only construction and demolition debris for recycling purposes.

The company will be responsible for developing onsite collection of the food waste and recyclables and that they are not collecting municipal solid waste.

Section 120 of the City Charter states that "The City of College Station shall have the power by ordinance to grant any franchise or right mentioned in the preceding sections hereof, which ordinance, however, shall not be passed finally until it shall have been read at three (3) separate regular meetings of the City Council."

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

**Attachments:**

1. Franchise Ordinance is on file in the City Secretary's Office

**January 13, 2011**  
**Consent Agenda Item No. 2c**  
**Interlocal Agreement Between College Station and BSWMA Inc. for**  
**Communications Services**

**To:** Glenn Brown, City Manager

**From:** Ben Roper, IT Director

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of an Interlocal Agreement between the City of College Station and BSWMA Inc. detailing communications services to be provided to BSWMA by the City of College Station and setting the initial fees for those services.

**Relationship to Strategic Goals:** Goal I.4 Services must pay for themselves.

**Recommendation(s):** The BSWMA, Inc. Board of Directors approved the ILA on November 17, 2010. Staff recommends approval.

**Summary:** During the process to create BSWMA as a separate entity, both cities discussed the best method for the new BSWMA Inc to obtain services previously provided by the City of College Station. Concurrent with the BSWMA reorganization, a microwave system was constructed to provide connectivity from the new Twin Oaks landfill site back to the College Station/Bryan area.

Through a series of meetings, all parties agreed that it would be most cost effective for the City of College Station to continue to provide certain designated communications support to BSWMA Inc. This Interlocal Agreement (ILA) describes the communications services that will continue to be provided by the City of College Station and sets the initial fees for these services. Fees for service following the initial year will be negotiated between the two parties on an annual basis.

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

**Attachments:**

1. ILA
- 2.

**RESOLUTION NO. 2010-36**  
**EXHIBIT "A"**

**INTERLOCAL AGREEMENT  
BVSWMA, INC. AND  
THE CITY OF COLLEGE STATION, TEXAS  
TWIN OAKS LANDFILL COMMUNICATIONS**

This Agreement is made and entered into by and between, BRAZOS VALLEY SOLID WASTE MANAGEMENT AGENCY, INC., a Texas non-profit local government corporation (hereinafter referred to as "BVSWMA, Inc.") and the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation (hereinafter referred to as "College Station").

WHEREAS, CHAPTER 791 OF THE TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes local governments and state agencies to contract with each other to provide a governmental function or service that each Party to the contract is authorized to perform individually and in which the contracting Parties are mutually interested, such as administrative functions, planning, parks and recreation and engineering;

WHEREAS, College Station is a Home-Rule Municipal Corporation organized under the laws of Texas and is authorized to enter into this Agreement pursuant to ARTICLE II, SECTION 5 OF ITS CITY CHARTER;

WHEREAS, College Station, and BVSWMA, Inc. represent that each is independently authorized to perform the functions contemplated by this Agreement;

WHEREAS, BVSWMA, Inc. needs specific communications connectivity extended to the Twin Oaks Landfill;

WHEREAS, BVSWMA, Inc. and College Station have agreed to share infrastructure to provide connectivity to the proposed Twin Oaks Landfill along SH 30 in Grimes County. The proposed scope of services is more particularly described in Exhibit A;

WHEREAS, BVSWMA, Inc. has sufficient funds available from current revenues to fund the project titled Twin Oaks Landfill Microwave Link;

NOW THEREFORE, College Station, and BVSWMA, Inc. herein enter into this Agreement pursuant to the above-named Act to authorize College Station to provide communications services to BVSWMA, Inc. specifically, 1) phone service as an extension of the College Station city phone system, 2) Routine maintenance and upkeep of the microwave link connecting the Twin Oaks Landfill to the City of College Station Radio Tower, 3) Tower space on the City of College Station Radio Tower and the equipment shelter for the microwave link antenna and associated equipment, and 4) Radio service on the City of College Station 800/700 MHz radio system.

The following establishes the obligations of each Party:

1. **BVSWMA, Inc. will:**

- Provide payment for the communications related services provided by College Station as set forth in this Agreement and future revisions.

**College Station will:**

- Provide phone service as an extension of the College Station city phone system,.
- Provide routine maintenance and upkeep of the microwave link connecting the Twin Oaks Landfill to the City of College Station Radio Tower (defined as one Communications Technician devoting one hour per week).
- Provide tower space on the City of College Station Radio Tower and the equipment shelter for the microwave link antenna and associated equipment.
- Petition the Brazos Valley Wide Area Communications System (BVWACS) to provide radio service to BVSWMA, Inc. as an Associate Member of the City of College Station on the BVWACS 800/700 MHz radio system.

2. **Service Requirements**

College Station will provide the services defined in the Agreement in a manner that does not conflict with site development projects and daily solid waste disposal operations. The service provided shall not cause the facility to be in violation of any Texas Commission on Environmental Quality regulations, or other regulations, including but not limited to 30 Texas Administrative Code Chapters 330 and 332. College Station agrees that the project will comply with all local, state and federal regulations.

No modifications to the scope of services as described in Exhibit A will be made without prior written consent from College Station and BVSWMA, Inc.

3. **Project Costs**

BVSWMA, Inc. will pay for all costs associated with the services provided in an amount for each year of the term not to exceed the cost projections described in Exhibit A (a total cost of \$7,998.85 for the first year). Costs for renewal years will be mutually agreed up by both parties.

4. **Term/Termination**

This Agreement shall automatically renew annually for up to a total of four one year terms and be effective from October 1<sup>st</sup> of each year until September 30<sup>th</sup>. The obligations of the parties to this Agreement are subject to the annual budget appropriation for each party.

This Agreement may be terminated at any time and for any reason without liability by either Party upon ninety (90) days written notice as provided herein.

5. **Hold Harmless**

College Station and BVSWMA, Inc. each individually agree, to the extent authorized by the Constitution and laws of the State of Texas, to hold the other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, for damage to any property, arising out of or in connection with the services provided under this Agreement.

6. **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.

7. **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 last business address as listed herein.

**Brazos Valley Solid Waste Management Agency, Inc.**  
Executive Director  
2690 State Highway 30,  
Anderson, Texas 77830

**With Copy to:**

Peter G. Smith  
Nichols, Jackson, Dillard, Hager & Smith, LLP  
500 N. Akard, Suite 1800  
Dallas, Texas 75201

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

8. **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. 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 College Station, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

9. **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 each Party.

10. **Texas Law; Venue**

This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue for any dispute arising from or related to this Agreement shall be in a state court in Brazos County, Texas.

11. **Place of Performance**

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

12. **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 organizations.

13. **Waiver**

Failure of either 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 College Station 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.

14. **Force Majeure**

Each party will be excused from any breach of this Agreement which is proximately caused by government regulation, war, strike, act of God, or other similar circumstance normally deemed outside the control of well-managed businesses.

15. **Agreement Read**

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

16. **Assignment**

This Agreement and the rights and obligations contained herein may not be assigned by either Party without the prior written approval of the other Party.

17. **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.

(Signatures on Following Page)



STATE OF TEXAS           §  
                                  §       ACKNOWLEDGMENT  
COUNTY OF BRAZOS     §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by **Nancy Berry**, in her capacity as **Mayor** of the **City of College Station**, a Texas home-rule municipality, on behalf of said municipality.

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Notary Public in and for  
the State of Texas

**Exhibit A**

**TWIN OAKS LANDFILL COMMUNICATIONS SERVICES**

This Exhibit provides additional definition details regarding the scope of communications services to be provided by the City of College Station to BVSWMA, Inc. in accordance with this Agreement.

Connectivity to the Twin Oaks Landfill site will be provided by a microwave link that connects the Twin Oaks site located at 2690 State Highway 30, Anderson, Texas; to the City of College Station Radio tower located at 2221 State Hwy 6 S, College Station, Texas. The microwave link will provide a path for landline voice telephone and network data service to connect the Twin Oaks site to service providers.

The City of College Station will provide the following communication services to BVSWMA, INC. in conjunction with this agreement:

Telephone Service

Landline telephone service (including fax service) will be provided to the Twin Oaks Landfill as an extension of the College Station city phone system. Phone service costs will be billed at a rate equal to that charged City Departments for identical service and is based on a per phone/device basis. Long Distance charges will be billed as incurred by BVSWMA Inc.

Microwave Link routine maintenance and upkeep

College Station IT Department will provide routine monitoring and maintenance of the microwave link to verify proper performance in accordance with system specs. This service is limited to checking link parameters and running routine diagnostic checks to verify link performance and making monthly reports to BVSWMA, INC. designated personnel. This service cost will be billed at a rate equal to the average hourly pay of a city Communications Technician and will be billed as one hour per week minimum. Time to perform this task as well as additional troubleshooting and non-routine maintenance or repairs that exceeds the minimum hour per week will be billed as actual time on an as occurring basis.

Costs for equipment and outside services needed to repair or maintain the microwave link and associated equipment will be the sole responsibility of BVSMWA, Inc.

Tower and Equipment Space

College Station will provide tower space on the City of College Station Radio Tower and the equipment shelter for the microwave link antenna and associated equipment. Rental for the tower and equipment space will be paid annually by BVSWMA, INC.. Initial rent will be set at the rate of \$3,000.00 per year.

Radio Service

In accordance with the ILA establishing the Brazos Valley Wide Area Communications System (BVWACS), College Station will petition BVWACS to provide radio service to BVSWMA, INC. as an Associate Member of the City of College Station on the BVWACS 800/700 MHz radio system. Radio service costs will be billed at a rate equal to that charged City Departments for identical service and is based on a per subscriber unit basis.

Services and projected cost for the first year of service provided under this Agreement are summarized in Table 1.

<b>Service Provided</b>	<b>Per Unit Basis</b>	<b>Annual Cost</b>
Telephone (14 phone/fax devices)	\$188.75/device	\$ 2,642.50
Microwave Link Routine Maintenance	\$19.50/hr	\$ 1,014.00
Tower and Equipment Space Rental	\$250.00/mo	\$ 3,000.00
Radio Service (9 radios)*	149.15/radio	\$ 1,342.35
<b>Total</b>		<b>\$ 7,998.85</b>

\* Radio Service contingent on BVWACS Governing Board approval of BVSWMA, INC. as an Associate Member under City of College Station sponsorship.

All data carried over the microwave link between the Twin Oaks Landfill and the City of College Station Radio Tower, with the exception of that associated with the phone service to be provided by the City of College Station as described above, will be routed from the College Station Radio Tower site to the City's Brazos Valley Community Network (BVCNet) connection. No service other than this routing and transport will be provided by the City of College Station.

RESOLUTION NO. 2010-36

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BRAZOS VALLEY SOLID WASTE MANAGEMENT AGENCY, INC. APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF COLLEGE STATION FOR TWIN OAKS LANDFILL COMMUNICATIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Interlocal Cooperation Act authorizes local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

**WHEREAS**, BVSWMA, Inc. needs specific communications connectivity extended to the Twin Oaks Landfill; and

**WHEREAS**, BVSWMA, Inc. and the City of College Station have agreed to share infrastructure to provide connectivity to the Twin Oaks Landfill; and.

**WHEREAS**, the Board of Directors of the Brazos Valley Solid Waste Management Agency, Inc. finds it to be in the best interest of the Corporation and its customers into enter an interlocal agreement for communications services with the City of College Station;

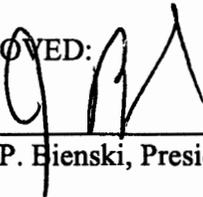
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BRAZOS VALLEY SOLID WASTE MANAGEMENT AGENCY, INC.:**

**SECTION 1.** The President is hereby authorized to sign on behalf of the Corporation an Interlocal Agreement with the City of College Station for Twin Oaks Landfill Communications substantially in the form attached hereto as Exhibit "A" and incorporated herein by reference.

**SECTION 2.** This resolution shall become effective immediately upon its passage.

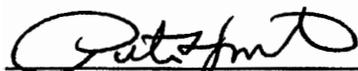
**APPROVED AND ADOPTED BY VOTE OF THE BOARD OF DIRECTORS OF THE BRAZOS VALLEY SOLID WASTE MANAGEMENT AGENCY, INC. AT A REGULAR MEETING HELD ON THE 17<sup>TH</sup> DAY OF NOVEMBER 2010.**

APPROVED:



\_\_\_\_\_  
Jason P. Bienski, President

APPROVED AS TO FORM:



\_\_\_\_\_  
Peter G. Smith, General Counsel  
(kbl/cgo-11-9-10/46376)

**January 13, 2011**  
**Consent Agenda Item No. 2d**  
**Texas A&M University Systems Easement Approval**

**To:** Glenn Brown, City Manager

**From:** Ben Roper, IT Director

**Agenda Caption:** Presentation, possible action, and discussion regarding the authorization for the Mayor to execute the easement agreement of a utility easements located on the Texas A&M University System Property for the purpose of relocating underground fiber optic cable.

**Relationship to Strategic Goals:** Financially Sustainable City Providing Response to Core Services and Infrastructure.

**Recommendation(s):** Staff recommends Council authorize the Mayor to sign the easement documents.

**Summary:** Easement is located at Wellborn Rd and Old Main Dr and is for the relocation of city fiber optic cable that forms part of the city's communications network providing transport for data and voice traffic.

Section 85.26 of the Texas Education Code, limits Texas A&M University to the grant of an easement for not more than 10 years after which time the Board may renew the easement.

**Budget & Financial Summary:** Cost to relocate the fiber optic cable in the proposed easement is approximately \$20,000.00 and will be paid from the Fiber Infrastructure Capital Project (CO 0902).

**Attachments:**

1. Vicinity Map showing easement location
2. Easement Fiber Optic Cable

# EASEMENT AGREEMENT (Fiber Optic-Underground)

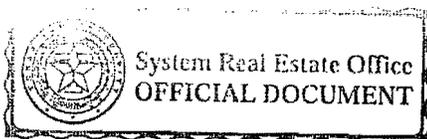
1. Grant of Easement. The **BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**, as grantor (“**TAMUS**”), on behalf of the State of Texas, acting by and through its duly authorized officer, under authority of System Policy 41.01, and by virtue of authority granted to the Board of Regents by TEX. EDUC. CODE ANN. §85.26, in consideration of the mutual benefits to be derived by both parties, hereby **GRANTS, BARGAINS, SELLS, and CONVEYS** to **CITY OF COLLEGE STATION**, whose address is P.O. Box 9960, College Station, Texas, as grantee (“**CITY**”), its permitted successors and assigns, a nonexclusive easement (the “Easement”). The Easement is ten feet (10’) in width across certain property of **TAMUS** (the “Property”), located in Brazos, County, Texas, more particularly described in Exhibit “A” attached hereto and made part of this Easement Agreement (this “Agreement”).

The actual “as built” location of the underground line shall locate, define, and establish the centerline of the Easement as denoted on the metes and bounds survey provided by Klotz Engineering.

2. Purpose and Location of Easement. The Easement is granted for the purpose of installing and maintaining an underground fiber optic cable. A plat of the Property showing the surface area affected by the Easement and the location of the cable and **CITY**’s right-of-way is depicted on Exhibit “B” attached hereto and made a part of this Agreement.

3. Right of Access. **CITY** has the right of ingress and egress across the Property for the purpose of constructing, maintaining, repairing, replacing, and rebuilding the underground fiber optic cable. **CITY** agrees to occupy the surface of the Property only to the extent and for the length of time necessary for constructing, maintaining, repairing, replacing, and rebuilding the underground fiber optic cable.

4. Duties. **CITY** will clearly mark the location of the fiber optic cable in a manner and to the extent required by law. The fiber optic cable will be buried not less than thirty-six inches (36”) below the surface. If **CITY** damages or destroys any landscaping, curbs, sidewalks, or parking areas, other than its own personal property, during construction or thereafter, **CITY**, will not be responsible for repair, or replacement of such landscaping, curbs, sidewalks, or parking areas. As further consideration for the moving of the fiber optic cable **TAMUS** expressly agrees to repair or replace such improvements so that it will, as nearly as practicable, be in like condition as before such damage or destruction. **CITY** agrees to notify **TAMUS** no later than three (3) business days after completion of the initial construction or after the need for subsequent work on the underground fiber optic cable is identified and to cooperate with **TAMUS**’ personnel in an onsite inspection to assess any damages resulting from **CITY**’s



activities. CITY agrees to notify TAMUS five (5) business days prior to commencement of any repairs or replacements.

5. No Fee Interest Granted. This is a grant of a nonexclusive easement only, and does not grant any fee interest to the surface, subsurface, or any interest in the minerals on or under the Property. The conveyance is made subject to any and all outstanding restrictions, reservations, covenants, conditions, easements and other encumbrances filed of record or apparent on the ground. TAMUS expressly retains all rights to grant, control and renew all restrictions, reservations, covenants, conditions, leases, easements and other encumbrances, of every kind and character, on, over or under the Property.

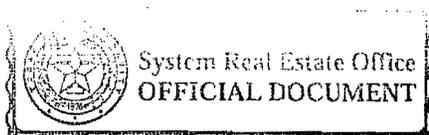
6. Duration of Easement. In accordance with TEX. EDUC. CODE ANN. §85.26(c), this grant is for a term of ten (10) years and may be renewed only at the election of TAMUS. CITY expressly understands that its continued possession of the Property under this Agreement after expiration of its term, without first obtaining a renewal from the Board of Regents of The Texas A&M University System, is a violation of state law that subjects CITY to a penalty of ONE HUNDRED DOLLARS (\$100) for each day of such violation. CITY agrees to pay TAMUS such penalty within ten (10) business days after receipt of notice from TAMUS sent in compliance with Paragraph 13 of this Agreement.

7. Removal of Equipment. CITY has the right to remove its equipment at the expiration of this Agreement provided all obligations to TAMUS under this Agreement are fully satisfied. All equipment must be removed within one hundred twenty (120) calendar days from the date of termination or abandonment of the Easement granted by this Agreement. . If removal causes injury to the surface or to any improvements of TAMUS, CITY will not be liable for the costs to restore the surface or improvements. If CITY fails to remove the equipment within the times set forth in this Paragraph, TAMUS shall have the right to assume ownership of the cable bank or remove and dispose of the improvements.

8. Nonexclusive Easement. The Easement is nonexclusive. TAMUS reserves for TAMUS and TAMUS' successors and assigns the right to full use and enjoyment of the Property and the right to convey the Property or other rights or easements to others, so long as such use or conveyance does not unduly interfere with CITY's use.

9. Hold Harmless. CITY AND TAMUS, TO THE EXTENT ALLOWED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, EACH AGREE TO INDEMNIFY AND HOLD THE OTHER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION FOR PERSONAL INJURY OR DEATH AND/OR DAMAGE TO OR DESTRUCTION OF PROPERTY OR IMPROVEMENTS CAUSED BY, ARISING OUT OF, OR RESULTING FROM THE EXERCISE OF EACH PARTIES RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT.

10. Use of Property. CITY will not commit or suffer to be committed waste upon the Property; will keep the Property, the improvements, and its equipment in good working order

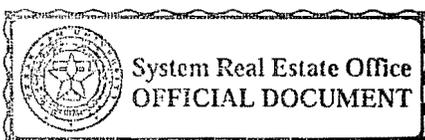


and repair and in a clean, safe, and healthful condition; and will comply with all federal, state, and local laws, rules, and regulations with regard to the use and condition of its improvements and equipment.

11. Hazardous Waste. CITY will not use the Property or permit the Property to be used so as to cause, suffer, or allow any contamination of soils, ground water, surface water, or natural resources on or adjacent to the Property resulting from, but not limited to, spills or leaks of oil, gasoline, hazardous materials, hazardous wastes, or other chemical compounds. CITY is solely responsible for cleanup of any contamination resulting from violation of this provision.

**IF THE PRESENCE OF HAZARDOUS MATERIALS ON THE PROPERTY IS CAUSED OR PERMITTED BY CITY AND SUCH MATERIALS RESULT IN CONTAMINATION OF THE PROPERTY OR IF CONTAMINATION OF THE PROPERTY BY HAZARDOUS MATERIAL OTHERWISE OCCURS AND IS RELATED TO CITY'S USE, THEN CITY, TO THE EXTENT ALLOWED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, SHALL INDEMNIFY, DEFEND, AND HOLD TAMUS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, COSTS, LIABILITIES, OR LOSSES (INCLUDING DIMINUTION IN VALUE OF THE PROPERTY, DAMAGES FOR THE LOSS OF OR RESTRICTION ON USE OF THE PROPERTY OR OF ANY AMENITY OF THE PROPERTY, AND SUMS PAID IN SETTLEMENT OF CLAIMS, ATTORNEYS' FEES, CONSULTANTS' FEES AND EXPERTS' FEES) WHICH ARISE DURING OR AFTER THE EASEMENT TERM AS A RESULT OF SUCH CONTAMINATION. THIS INDEMNIFICATION OF TAMUS BY CITY INCLUDES COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS AND ANY CLEANUP, REMEDIAL, REMOVAL, OR RESTORATION WORK REQUIRED BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION BECAUSE OF THE PRESENCE OF HAZARDOUS MATERIAL.**

12. Default and Termination. It is agreed that upon default by CITY of any of the covenants and conditions set forth in this Agreement, TAMUS has the right, and such right is expressly reserved, to declare the Easement forfeited, without prejudice to any claim TAMUS may have against CITY; provided, however, TAMUS will give CITY written notice of its intention to terminate the Easement and the reasons for termination, and CITY will have thirty (30) calendar days after receipt of notice to rectify the default or violation. Upon timely correction, as determined by TAMUS in its sole discretion, the Easement will remain in full force and effect. Termination or abandonment of the Easement for any cause is automatic and all rights granted revert to TAMUS without the necessity of any further action or suit on the part of TAMUS. Upon termination or abandonment, CITY agrees to file a Release of Easement in the Deed Records of the County in which the Property is located, but if it fails to do so within ten (10) days following written demand from TAMUS, then TAMUS shall have the right to file the Release of Easement. Abandonment will be deemed to have occurred when the Easement is not used for the purposes granted for a continuous period of one calendar year.



13. Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. **TAMUS** and **CITY** may change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

**TAMUS:** The Texas A&M University System  
Office of General Counsel  
Attn: System Real Estate  
200 Technology Way, Suite 2079  
College Station, Texas 77845-3424  
Phone: (979) 458-6350  
Fax: (979) 458-6359

**CITY:** City of College Station  
Attn: City Manager  
P.O. Box 9960  
College Station, Texas 77840-7896  
Phone: (979) 764-3510

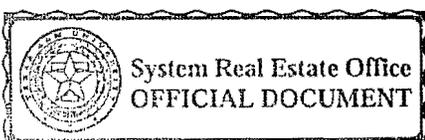
14. Waiver. The failure of **CITY** or **TAMUS** to insist in any one or more instances on a strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment of such covenants in future instances, but the same shall continue and remain in full force and effect.

15. Privileges and Immunities. **CITY** acknowledges that **TAMUS** is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by **TAMUS** of its right to claim exemptions, privileges, and immunities as may be provided by law.

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

17. Grammatical Interpretation. When the singular number is used, it also includes the plural, and the masculine gender includes the feminine and neuter gender.

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



19. Saving Clause. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will not be affected, impaired or invalidated.

20. Assignment. CITY may not sell, assign, encumber or convey the Easement without the prior written consent of TAMUS and any attempt by CITY to sell, assign, encumber or convey the Easement without such consent will cause this Agreement to terminate.

21. Successors and Assigns. This Agreement and each and all of its covenants, obligations, and conditions shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and permitted assigns of the parties.

22. Entire Agreement. This Agreement constitutes the complete agreement of the parties and supersedes any prior understanding or agreement, written or oral, between them regarding the issues covered by this Agreement. This Agreement may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their permitted successors or assigns.

23. Effective Date. This Agreement is deemed to be in force as of the 3 day of December, 2012.

**BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM**, an agency of the State of Texas

By:



**MICHAEL D. MCKINNEY**

Chancellor

The Texas A&M University System

**APPROVED AS TO FORM:**

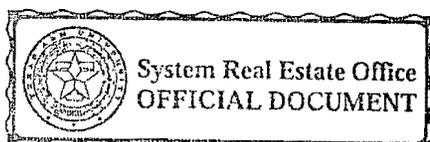


**EDDIE D. GOSE, J.D.**

Assistant General Counsel

Office of General Counsel

The Texas A&M University System



**TERMS AND CONDITIONS EXPRESSLY ACKNOWLEDGED AND ACCEPTED:**

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_  
**NANCY BERRY**  
Mayor  
City of College Station

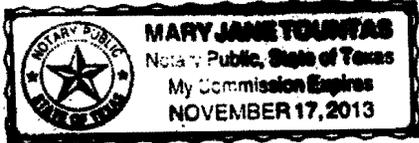
ATTEST:

\_\_\_\_\_  
**SHERRY MASHBURN**  
City Secretary  
City of College Station

**ACKNOWLEDGEMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF BRAZOS   §

This instrument was acknowledged before me this 3rd day of December, 2010 by **MICHAEL D. MCKINNEY**, Chancellor of The Texas A&M University System, on behalf of the Board of Regents of The Texas A&M University System, an agency of the State of Texas.

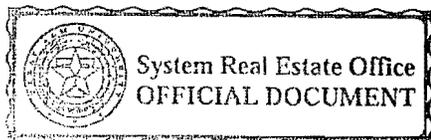


Mary Janet Tourtas  
Notary Public

STATE OF TEXAS       §  
                                  §  
COUNTY OF BRAZOS   §

This instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by **NANCY BERRY**, Mayor of the City of College Station.

\_\_\_\_\_  
Notary Public



PROPERTY DESCRIPTION FOR A FIBER OPTIC EASEMENT

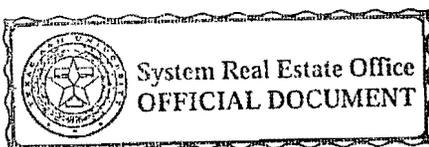
0.3925 of one acre (17,096 square feet) of land in the J.E. Scott Survey, Abstract 50, Brazos County, Texas, being a portion of a called 40 acre tract described as Tract 2 of 3 tracts comprising 980 acres as conveyed in a deed dated June 24, 1871, from H. Mitchell to the Agricultural and Mechanical College of Texas, as recorded in Volume M, Page 142 of the Brazos County, Texas said 0.3925 of one acre being more particularly described by metes and bounds as follows:

COMMENCING for reference at the remnants of a concrete TxDOT monument found for an angle corner in the southerly right of way line of F.M. 60 at the intersection with F.M. 2154, described as Tract No. 1 of 3 Tracts conveyed as right of-way easement from Texas A&M University to the State of Texas in a deed dated May 18, 1964, thence as follows:

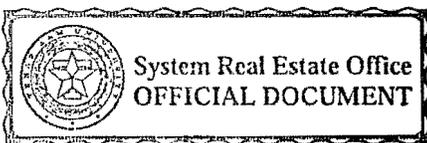
SOUTH 49°39'27" WEST, crossing said F.M. 2154, a distance of 286.98 feet to a point in the southwest right-of-way line of the Southern Pacific Railroad

SOUTH 40°20'33" EAST along said southwest right of way line, a distance of 816.48 feet to the northeast corner and POINT OF BEGINNING of herein described easement, having surface coordinates of X=3,550,719.11 and Y=10,210,280.57. All bearings and coordinates are based on the State Plane Coordinate System of Texas, Central Zone, North American Datum 1983 (1993 adjustment). All distances and coordinates are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.999892328;

1. THENCE, SOUTH 40°20'33" EAST along said southwest right-of-way line, a distance of 243.90 feet to an angle corner of the herein described easement;
2. THENCE, SOUTH 49°39'12" WEST, departing said southwest right-of-way line, a distance of 80.08 feet to an angle corner of the herein described easement;
3. THENCE SOUTH 53°34'12" West, a distance of 66.66 feet to an angle corner of the herein described easement;
4. THENCE SOUTH 49°38'56" West, a distance of 230.75 feet to an angle corner of the herein described easement;
5. THENCE SOUTH 40°21'04" East, a distance of 333.86 feet to an angle corner of the herein described easement;
6. THENCE NORTH 49°38'56" East, a distance of 361.50 feet to an angle corner of the herein described easement;



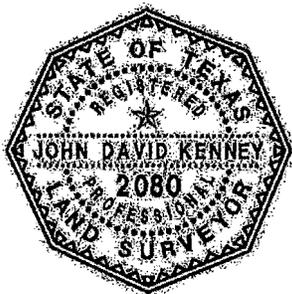
7. THENCE SOUTH 40°21'04" East, a distance of 366.95 feet to an angle corner of the herein described easement;
8. THENCE NORTH 49°38'56" East, a distance of 15.73 feet to an angle corner of the herein described easement on said southwest right-of-way line of Southern Pacific Railroad;
9. THENCE SOUTH 40°20'33" East, along said southwest right-of-way line, a distance of 10.00 feet to the southeast corner of the herein described easement;
10. THENCE SOUTH 49°38'56" West, departing said southwest right-of-way line, a distance of 25.73 feet to an angle corner of the herein described easement;
11. THENCE NORTH 40°21'04" West, a distance of 366.95 feet to an angle corner of the herein described easement;
12. THENCE SOUTH 49°38'56" West, a distance of 361.50 feet to an angle corner of the herein described easement;
13. THENCE NORTH 40°21'04" West, a distance of 353.86 feet to an angle corner of the herein described easement;
14. THENCE NORTH 49°38'56" East, a distance of 241.47 feet to an angle corner of the herein described easement;
15. THENCE NORTH 53°34'12" East, a distance of 66.66 feet to an angle corner of the herein described easement;
16. THENCE NORTH 49°39'12" East, a distance of 69.36 feet to an angle corner of the herein described easement;
17. THENCE NORTH 40°20'33" West, a distance of 233.82 feet to an angle corner of the herein described easement, ten feet from at right angles to said southwest right-of-way line;



18. THENCE NORTH 49°11'17" East, along a line parallel with and ten feet southwest of said southwest right-of-way line, a distance of 10.00 feet to the POINT OF BEGINNING and containing 0.3925 of one acre (17,096 square feet) of land.

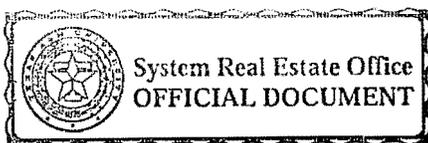
A survey plat of even date accompanies this property description.

I do hereby certify that this metes and bounds description and accompanying parcel plat conform to the current General Rules of Procedures and Practices as adopted by the Texas Board of Professional Land Surveyors.



*John David Kenney*

John David Kenney, R.P.L.S. No. 2080  
RODS SURVEYING, INC.  
DATE: Nov. 24, 2010



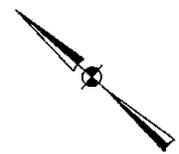
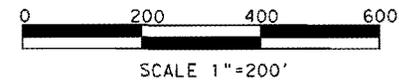
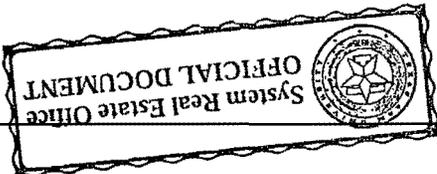
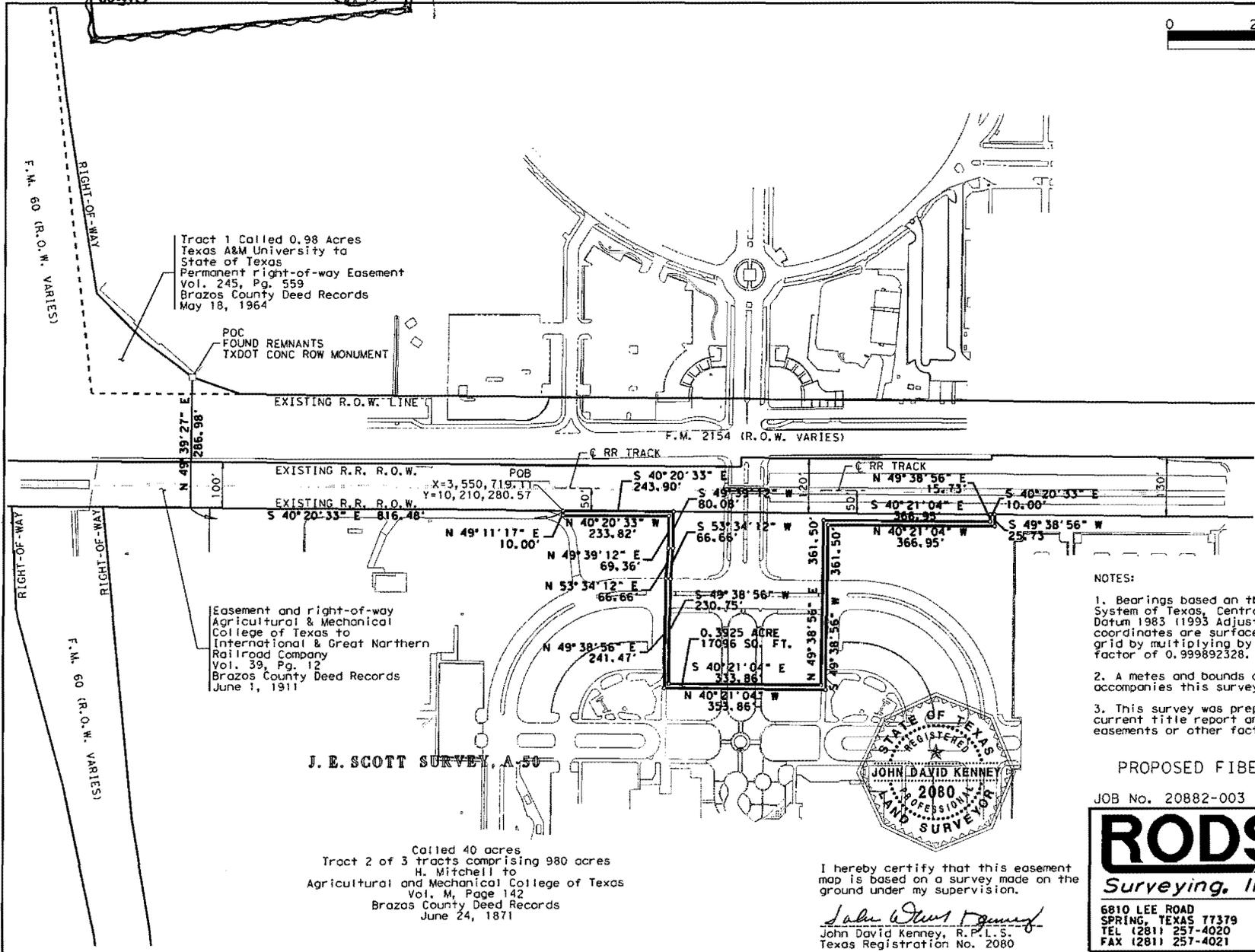


Exhibit B



Tract 1 Called 0.98 Acres  
Texas A&M University to  
State of Texas  
Permanent right-of-way Easement  
Vol. 245, Pg. 559  
Brazos County Deed Records  
May 18, 1964

POC  
FOUND REMNANTS  
TXDOT CONC ROW MONUMENT

Easement and right-of-way  
Agricultural & Mechanical  
College of Texas to  
International & Great Northern  
Railroad Company  
Vol. 39, Pg. 12  
Brazos County Deed Records  
June 1, 1911

J. E. SCOTT SURVEY, A-50

Called 40 acres  
Tract 2 of 3 tracts comprising 980 acres  
H. Mitchell to  
Agricultural and Mechanical College of Texas  
Vol. M, Page 142  
Brazos County Deed Records  
June 24, 1871

I hereby certify that this easement  
map is based on a survey made on the  
ground under my supervision.

*John David Kenney*  
John David Kenney, R.P.L.S.  
Texas Registration No. 2080



NOTES:

1. Bearings based on the State Plane Coordinate System of Texas, Central Zone, North American Datum 1983 (1993 Adjustment). All distances and coordinates are surface and may be converted to grid by multiplying by a combined adjustment factor of 0.999892328.
2. A metes and bounds description of even date accompanies this survey.
3. This survey was prepared without benefit of a current title report and may be affected by easements or other factors.

PROPOSED FIBER OPTIC EASEMENT

JOB No. 20882-003 DATE: NOV. 24, 2010

**RODS**  
Surveying, Inc.

6810 LEE ROAD  
SPRING, TEXAS 77379  
TEL (281) 257-4020  
FAX (281) 257-4021

**January 13, 2011**  
**Consent Agenda Item No. 2e**  
**Brazos County Emergency Communications District Interlocal Agreement**

**To:** Glenn Brown, City Manager

**From:** Jeff Capps, Chief of Police

**Agenda Caption:** Presentation, possible action, and discussion regarding participation in an Interlocal Agreement (ILA) between the Brazos County Emergency Communications District (BCECD) and the City of College Station (the city) for the purpose of purchase, maintenance, and operation of hardware utilized to process CAD and emergency 911 calls.

**Relationship to Strategic Goals:** Financially Sustainable City Providing Response to Core Services and Infrastructure.

**Recommendation(s):** Acceptance of the ILA.

**Summary:** BCECD is the established Emergency Communications District in Brazos County, Texas and the Public Safety Answering Point (PSAP) for the City of Bryan and the unincorporated areas of Brazos County while the City's Police Communications Center is the Public Safety Answering Point (PSAP) for the incorporated area of the City of College Station. The BCECD receives all funding collected for emergency service fees for the entire county of Brazos, Texas and both Parties provide answering services for incoming emergency 911 calls for police, fire, and ambulance assistance. Both parties also mutually support each other as a backup site for dispatch and emergency services.

The purpose of this agreement is to provide guidelines regarding the purchase, maintenance, and operation of hardware utilized to process CAD and emergency 911 calls. This agreement addresses plans to be accomplished by each party within the next fiscal year, and future maintenance and ownership responsibilities of each party for computer systems located at the City PSAP and used to process Emergency 911 calls and dispatch appropriate emergency personnel.

BCECD will purchase six (6) Computer Workstations, including required video cards, and monitors to replace existing work stations. Funding for future maintenance and replacement of this equipment will be the responsibility of the City, following ownership transfers. The City will purchase six (6) 911 Computer systems to be dedicated to 911 call handling functions. Funding for future maintenance and replacement of this equipment will be the responsibility of the BCECD.

**Budget & Financial Summary:** The six (6) computers that are being purchased by BCECD will total approximately \$21,000. The six (6) computers that are being purchased by the city will total approximately \$8,730.

**Attachments:**

1. Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN CITY OF COLLEGE STATION AND  
BRAZOS COUNTY EMERGENCY COMMUNICATIONS DISTRICT**

**THIS INTERLOCAL AGREEMENT** is hereby made and entered into by and between the **CITY OF COLLEGE STATION, TEXAS**, A Texas Home Rule Municipal Corporation (hereinafter "City"), and the **BRAZOS COUNTY EMERGENCY COMMUNICATIONS DISTRICT** (hereinafter "BCECD") each acting by and through its duly authorized agents (referred to collectively as the "Parties").

**WHEREAS**, Chapter 791 of the Texas Government Code, is also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

**WHEREAS**, Under Section 772.301 of the Texas Health and Safety Code BCECD is the established Emergency Communications District in Brazos County, Texas and the Public Safety Answering Point (PSAP) for the City of Bryan and the unincorporated areas of Brazos County; and

**WHEREAS**, the City's Police Communications Center is the Public Safety Answering Point (PSAP) for the incorporated area of the City of College Station; and

**WHEREAS**, the BCECD receives all funding collected for emergency service fees for the entire county of Brazos, Texas; and

**WHEREAS**, both Parties provide answering services for incoming emergency 911 calls for police, fire, and ambulance assistance; and

**WHEREAS**, both Parties mutually support each other as a backup site for dispatch and emergency services;

**NOW, THEREFORE IN CONDISERATION** of the recitals and mutual covenants made herein by the City and BCECD to be respectively kept and performed, the Parties hereby mutually agree as follows:

**ARTICLE I**  
**DEFINITIONS**

The following terms shall have the following meanings when used in this Agreement:

**1.1** The term "Public Safety Answering Point" means an agency in the United States, typically county or city controlled, responsible for answering 9-1-1 calls for emergency assistance for police, fire, and ambulance services.

**1.2** The term "Computer Aided Dispatch – "CAD" means a system of computers utilized to handle software that will facilitate the dispatch and call taking procedures.

1.3 The term "Computer Workstation" means a computer comparable to the HP SmartBuy Workstation Z400, which contains 2.53 GHz Xeon DC, with 4 MB Cache Memory, 3 GB of installed RAM (expandable to 16 GB), gigabit Ethernet, and 320 GB Hard Drive.

1.4 The term "911 Computer" means a computer system containing an Intel Core Duo Processor, 3.00ghz or higher, a small form factor pc, 2gb memory, 250gb hard drive, 1 serial port, HP parallel port adapter KD061AA, windows XP pro, and Elo touch screen monitor with resolution of 1024 x 768.

## **ARTICLE II** **MISSION AND PURPOSE**

2.1 The purpose of this Agreement is to provide guidelines regarding the purchase, maintenance, and operation of hardware utilized to process CAD and emergency 911 calls. This Agreement addresses plans to be accomplished by each Party within the next fiscal year for approval by all Parties, and future maintenance and ownership responsibilities of each Party for computer systems located at the City PSAP and used to process Emergency 911 calls and dispatch appropriate emergency personnel.

2.2 The agencies agree that 911 call processing is a vital part of our operations and will ultimately be maintained on separate equipment in order to secure and facilitate emergency call processing.

2.3 Each party to this Agreement will maintain its respective equipment referred to in this agreement under its own inventory.

2.4 Any future need for any cost basis adjustment, including contribution to the Replacement Fund, and additional licensing shall be separately identified and negotiated in good faith by the Parties hereto.

2.5 BCECD will purchase six (6) Computer Workstations, including required video cards, and monitors to replace existing work stations. Funding for future maintenance and replacement of this equipment will be the responsibility of the City, following ownership transfers set forth below.

2.6 The City will purchase six (6) 911 Computer systems to be dedicated to 911 call handling functions. Funding for future maintenance and replacement of this equipment will be the responsibility of the BCECD, following ownership transfers as set forth below.

## **ARTICLE III** **BCECD RESPONSIBILITIES**

3.1 Purchase six (6) Computer Workstations, which meet the specifications, supplied by the City for use in the College Station Police Department (CSPD) dispatch center as combined 911 and CAD Computer Workstations.

3.2 Once the six (6) Computer Workstations are purchased by BCECD, it will transfer ownership and maintenance of this equipment to the City.

3.3 Maintain the six (6) 911 Computers purchased by the City and then transferred to BCECD that are specifically utilized to process 911 calls for service

3.4 BCECD will be responsible for the future purchase, maintenance, necessary upgrades, and all other associated expenses, on the hardware and software utilized to process, receive, and route the emergency calls at all PSAP locations, for computers owned by BCECD.

**ARTICLE IV**  
**CITY RESPONSIBILITIES**

4.1 The City will purchase six (6) 911 Computers, which meet the specifications, supplied by BCECD, for use in the CSPD dispatch center as 911 call processing computers.

4.2 The six (6) 911 Computers will be purchased in the next fiscal year, 2010-2011.

4.3 The six (6) 911 Computers will be purchased and installed in the CSPD dispatch center.

4.4 The City agrees to isolate the 911 call operations to the six (6) 911 Computers purchased.

4.5 Once the six (6) 911 Computers are purchased, the City will transfer ownership and maintenance of this equipment to BCECD.

4.6 Maintain the six (6) Computer Workstations purchased by BCECD and then transferred to the City that are specifically utilized to process Computer Aided Dispatch calls for service

4.7 The City will be responsible for the future purchase, maintenance, necessary upgrades, and all other associated expenses, on the hardware and software utilized for CAD purposes at the College Station PSAP on the six (6) Computer Workstations.

**ARTICLE V**  
**MISCELLANEOUS TERMS**

**5.1 Interlocal Cooperation Act.** The Parties expressly acknowledge that each Party to this agreement is a local government as that term is defined in the Interlocal Cooperation Act. Nothing in this Agreement will be construed as a waiver or relinquished by either Party of its right to claim such exemptions, privileges and immunities as may be provided by law.

**5.1 Amendment.** The terms and conditions of this agreement may be amended upon mutual consent of all Parties. Mutual consent will be demonstrated by approval of each governing body of each Party hereto. No amendment to this agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all Parties.

**5.3 Termination.** This Agreement may be terminated for convenience or cause upon 180 days advance written notice by either Party; provided however, if the non-terminating Party has already purchased the computers to be exchanged as provided herein, the terminating Party shall compensate the non-terminating Party for any and all expenses incurred to the date of termination, including cancellation fees to the computer vendors, if applicable.

**5.4 Public Information Coordination.** Public disclosure of information related to, and activities conducted under, this Agreement will be subject to the Freedom of Information Act and the Texas Public Information Act Prior to disclosure of any requested information, the Parties shall consult with each other regarding any such proposed disclosure.

**5.5 Indemnification.** Subject to the limitations as to liability and damages in the Texas Tort Claims Act and without waiving its governmental immunity, each party 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 have been caused directly or indirectly by any other party to this Agreement, or any of its officers, agents or employees, or as the result of its performance under this Agreement.

**5.6 Invalidity.** If any provision of this agreement shall be held invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provision 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 the agreement with legal terms and conditions approximating the original intent of the Parties.

**5.7 Notice.** Any notices, approval, consent, or communications by one Party to another must be in writing and be personally delivered or sent by registered or certified United States Mail, property addressed to the respective Parties as follows:

**The City of College Station:**

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

**The Brazos County Emergency Communications District:**

The Director  
Brazos County Emergency Communications District  
P.O. Box 911  
Bryan, Texas 77806

**5.8 Entire Agreement.** 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.

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

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

**5.11 Authority to 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 Governmental Bodies.

**5.12 Waiver.** Failure of any Party, at any time, to enforce the 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.

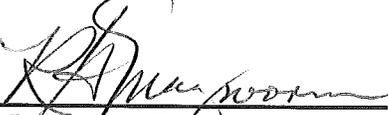
**5.13 Agreement Read.** The Parties acknowledge that they have read, understand, and intend to be bound by the terms and conditions of this agreement.

**5.14 Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any Party without prior written approval of the other Party to this agreement.

**5.15 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.

**5.16 Representations.** The Parties understand and agree that neither agency, by purchasing the computer equipment, makes any representations or warranties concerning the nature and condition of these items. The City agrees to use the system "AS IS, WHERE IS, AND WITH ALL FAULTS".

**BRAZOS COUNTY EMERGENCY  
COMMUNICATIONS DISTRICT**

By:   
Ron Mayworm, Chairman  
Date: 12/9/10

**ATTEST:**

  
Greta Norton, Office Manager  
Date: 12-9-10

**CITY OF COLLEGE STATION**

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

**ATTEST:**

\_\_\_\_\_  
City Secretary  
Date: \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

  
City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
Chief Financial Officer  
Date: \_\_\_\_\_

**January 13, 2010**  
**Consent Agenda Item No. 2f**  
**Alarm Ordinance Amendment**

**To:** Glenn Brown, City Manager

**From:** Jeff Capps, Chief of Police

**Agenda Caption:** Presentation, possible action, and discussion regarding an alarm ordinance amendment to include the use of a graduated fine schedule.

**Relationship to Strategic Goals:** Goal I.8 Evaluating Public Safety Needs.

**Recommendation(s):** Amend current ordinance to require a graduated fine schedule and reduce the number of false alarms allowed.

**Summary:** During the December 9, 2010 meeting, the Council approved an amendment to the alarm ordinance, which included a fine schedule that allowed no fine for the first three false alarms and a \$100 fine for each subsequent false alarm.

Section 214.197 of the Local Government Code (see attached) only permits a municipality to adopt the fine schedule for false alarms as set out in the statute. The graduated fine list that was presented to Council on December 9, 2010 complies with state law but the fine schedule that was ultimately approved by Council does not.

Staff seeks Council approval to amend the current alarm ordinance by reducing the number of false alarms allowed before fines are assessed from five to three.

Further, we seek to establish a graduated fine schedule for continued false alarm responses. The proposed fine scheduled is as follows:

Number of False Alarms	Fine
1 - 3 false alarms	\$0
4 – 5 false alarms	\$50.00 each
6 – 7 false alarms	\$75.00 each
8 and above false alarms	\$100.00 each

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

**Attachments:**

- Draft of amended City of College Station Code of Ordinances **Section 8: I False Alarms**
- Copy of Section 214.197 of the Local Government Code

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

AN ORDINANCE AMENDING CHAPTER 4, "BUSINESS REGULATIONS" SECTION 8 "ALARM SYSTEMS", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

**PART 1:** That CHAPTER 4, "BUSINESS REGULATIONS" SECTION 8 "ALARM SYSTEMS", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

**PART 3:** That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

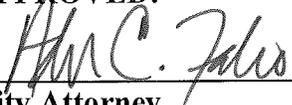
APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:

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

**EXHIBIT "A"**

That **CHAPTER 4, "BUSINESS REGULATIONS" SECTION 8 "ALARM SYSTEMS"**, of the Code of Ordinances of the City of College Station, Texas, is hereby amended, and is to read as follows:

**SECTION 8: ALARM SYSTEMS****A. DEFINITIONS**

- (1) **Alarm Agent** shall mean any individual employed by an alarm business whose duties include altering, installing, maintaining, moving, repairing, replacing, selling, servicing, responding to, or monitoring an alarm system. It shall also mean any person employed or otherwise associated with an alarm business who has access to confidential information relating to a customer or subscriber of such alarm business which could be used to compromise or defeat an alarm system.
- (2) **Alarm Business** shall mean any company whose duties include altering, installing, maintaining, moving, repairing, replacing, selling, servicing, responding to, or monitoring an alarm system.
- (3) **Central Station** means any premises, usually maintained by an alarm company, equipped to receive and displace signals from any type alarms.
- (4) **Alarm User** means any person on whose premises an alarm system is maintained, except for alarm systems on motor vehicles or alarms that summon only the security services of a private security company or other private entity.
- (5) **Subscriber** means any person or business which buys or otherwise obtains an alarm system and has a contract with an alarm business to monitor and/or service the alarm system.
- (6) **Home Alarm** means any alarm device or system which is connected to a residence.
- (7) **Hold-up Alarm** means any type of alarm system or device designated to be activated by the Alarm User or Subscriber in the event of a holdup or robbery.
- (8) **Dial Alarm** means any alarm or device which automatically selects a telephone line connected to the Police Department and reproduces a prerecorded message to report a criminal intrusion or other emergency requiring a police response.
- (9) **Chief of Police** means the Chief of the College Station Police Department.
- (10) **City** means the City of College Station, Texas.

- (11) **False Alarm** shall mean the activation of an alarm system or device through mechanical failure, malfunction, improper installation, or the negligence of the owner of an alarm system or device or of his employees or agents. Such terminology does not include, for example, alarms caused by hurricanes, tornadoes, earthquakes or other violent condition.
- (12) **Person** means any individual, corporation or organization.
- (13) **Police Department** means the Police Department of the City of College Station, Texas.

**B. ALARM BUSINESS LICENSE**

No person shall conduct an alarm business in the City of College Station unless they are licensed by the State of Texas under the provisions of the Private Investigators and Private Security Agencies Act.

**C. RECORDS**

- (1) All alarms within the City of College Station are subject to the City Ordinance regulating alarms whether or not they terminate at the Police Department. Upon the date this ordinance is adopted, no additional alarm terminals shall be permitted to be installed at the Police Department. Every subscriber of an alarm system or device within the City of College Station shall have an emergency response card on file with the Chief of Police. The card must contain the names and current telephone numbers of at least three (3) individuals authorized to enter upon the premises and turn off any such alarm. The person must acknowledge in writing that the employees of the Police Department of the City of College Station are authorized to enter any premises where an alarm has been activated, and they may use reasonable means necessary to gain entry to determine if the alarm is valid or false.
- (2) The City of College Station shall maintain a record of all responses to activated alarms. Such records shall include the time, date, location of the alarm, any individuals who responded to the alarm and information indicating if activation of the alarm was valid or false.

**D. OPERATIONAL CHARACTERISTICS**

The sensory mechanisms used in connection with the alarms shall be adjusted to suppress for all signals so the alarms will not be activated by impulses due to transient pressure surges, electrical power surges or failures, short flashes of light, normal room temperature changes, wind noises, rattling or vibrating doors or windows, vehicular noises or other causes unrelated to genuine signals.

**E. ALARM SYSTEM STANDARDS**

- (1) **Power Supply** – Any alarm system which necessitates response by a law enforcement agency or is a public alarm, shall be provided with standby power to automatically maintain the system in a normal condition for a period of four hours in the event of the interruption of the primary power source. This does not apply where the central monitoring equipment produces a distinctive signal indicating power failure at the protected premises and a police response is not required.
- (2) The City shall be entitled to inspect any installation for standby power supply function or any other problem during regular business hours.

**F. MAINTENANCE**

- (1) All alarm systems shall be subject to repair or correction no later than the end of the business day following the day on which the User or Alarm Agent receives notification of the need for such service.
- (2) The Police Chief or his delegate may require inspections of any alarm to correct any problems.

**G. AUDIBLE OR LOCAL ALARM CUTOFF**

Every audible local alarm shall be equipped with an automatic fifteen (15) minute cutoff and reset device, or shall be capable of being silenced manually by the owner or his representative upon his/her arrival at the location of the alarm.

**H. FALSE ALARMS**

- (1) Upon notification by the City of College Station Police Department, the designated Alarm User or Subscriber, or one of the persons listed on the emergency response card shall come to the scene of an alarm activation within (30) minutes of being notified of the alarm activation. Verification that an alarm is false shall be done by police officers.

(Ordinance No. 1837 of January 11, 1990)

- (2) An Alarm User or Subscriber shall be allowed three (3) false alarms in a preceding twelve (12) month period without penalty. After this, a User or Subscriber shall be assessed a fine based on the following schedule:

<b>Number of False Alarms</b>	<b>Fine</b>
1 – 3 false alarms	\$0
4 – 5 false alarms	\$50.00 for each false alarm
6 – 7 false alarms	\$75.00 for each false alarm
8 or more false alarms	\$100.00 for each false alarm

(Ordinance No. 1907 of September 12, 1991)

- (3) Any false alarms resulting from a failure to take the necessary corrective action to prevent any such reoccurrence and/or nonpayment of any false alarm penalty may result in the College Station Chief of Police providing a written notice ordering a disconnection of such alarm until such corrective action or payment of fee is made, provided that no disconnection shall be ordered on any premises required by law to have an alarm system in operation.

#### **I. NOTICE OF VIOLATION**

- (1) Responsibility of Issuance. The police department shall be responsible for notifying the Finance Department of the amount of any fees to be collected. The Finance Department shall be responsible for collecting any fees.
- (2) Waiver of Imposition. In the event that the Chief of Police determines that the false alarms occurred as a direct result of an interruption of electrical power, a telephone system malfunction or other causes clearly beyond the control of the owner, the Chief of Police may waive the imposition of the applicable false alarm penalty or administrative sanctions.
- (3) Hearing from Administrative Decision Finality. Any person subject to the imposition of a fee, order of disconnection or other administrative sanction under the terms of this ordinance shall have a right to appeal the decision of the Chief of Police to the City Manager. Requests for a hearing must be made in writing filed with the Office of the City Manager within fifteen (15) days of the date of the notice of administrative decision. Upon receipt of such written request, the City Manager shall schedule a hearing date and inform the owner of the date, time and place of the past false alarms, corrective action taken, and any inspection reports on the cause of false alarms. If the City Manager determines that the false alarms were not caused by the owner, his employees, representatives or agents, and that reasonable steps have been taken to correct the problem, the penalty disconnection order or administrative sanction may be suspended in whole or part. The City Manager shall keep a written report of the hearing, including a statement of the reasons for the action taken.

(Ordinance No. 1837 of January 11, 1990)

#### **J. PENALTY**

A violation of this section shall constitute a misdemeanor and upon conviction thereof shall be punishable by a fine pursuant to the General Penalty set out in Chapter 1, Section 5, of this Code of Ordinances.

(Ordinance No. 2030 of September 9, 1993)

## Local Government Code

**Sec. 214.197. PENALTIES FOR FALSE ALARMS.** A municipality may impose a penalty for the signaling of a false alarm by a burglar alarm system if at least three other false alarms have occurred during the preceding 12-month period. The amount of the penalty for the signaling of a false alarm as described by Section 214.196 may not exceed:

(1) \$50, if the location has had more than three but fewer than six other false alarms in the preceding 12-month period;

(2) \$75, if the location has had more than five but fewer than eight other false alarms in the preceding 12-month period; or

(3) \$100, if the location has had eight or more other false alarms in the preceding 12-month period.

**January 13, 2011  
Consent Agenda Item No. 2g  
Bird Pond Road Rehabilitation Project  
Rejection of Bid 11-02**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, P.E., Director of Public Works

**Agenda Caption:** Presentation, possible action and discussion regarding rejection of bid 11-02 for the Bird Pond Road Rehabilitation Project.

**Relationship to Strategic Goals:** Financially Sustainable City Providing Response to Core Services and Infrastructure

**Recommendation(s):** Staff recommends that Bid 11-02 be rejected

**Summary:** The purpose of this project is to reconstruct Bird Pond Road from Rock Prairie Road to the City Limit line. Four bids were received. The lowest responsible bid was \$745,340.90. The cost for these improvements exceeds the funds available in the Public Works Operating Budget. The project approach is being revised, the design is being modified to include additional bid alternatives and the design and construction will be included in the City's capital plan and funded with long term debt. It is expected that the surveying and design will be completed in FY 2011 and construction will begin in FY 2012.

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

**Attachments:** None

**January 13, 2011**  
**Consent Agenda Item No. 2h**  
**Project Number WF1129844**  
**Carter Creek Wastewater Treatment Plant Lab & SCADA Building**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, P.E., Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion on a change order to the Professional Services Contract 09-305 with Lockwood, Inc. in the amount of \$30,000, for the design of Carter Creek Wastewater Treatment Plant Lab & SCADA Building.

**Relationship to Strategic Goals:** Goal I, Financially Sustainable City Providing Response to Core Services and Infrastructure

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

**Summary:** The purpose of this project is to design and construct a new building at the Carters Creek Waste Water Treatment Plant to house a new laboratory and the Water Services Department SCADA equipment and city staff. During the design phase of this project, it was determined that the existing potable water system serving the Carters Creek Waste Water Treatment Plant does not have enough capacity to provide adequate fire protection for the new lab and SCADA Building. This change order will provide fire flow analysis, survey, and construction drawings for a new water line to service the treatment plant.

**Budget & Financial Summary:** Change Order No. 1 will increase the contract amount by \$30,000 for a revised contract total of \$255,477. The current budget for this project is \$1,165,087. Funds in the amount of \$246,883 have been expended or committed to date, leaving a balance of \$918,204 for this change order and future expenditures.

**Attachments:**

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

# CARTER CREEK WASTEWATER TREATMENT PLANT LAB AND SCADA BUILDING



**CHANGE ORDER NO. 1** Contract No. 09-305 DATE: 1/13/11  
P.O.# 100352 PROJECT: CCWWTP Lab and SCADA Building, SGWOC

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

**CONTRACTOR:** Lockwood, Andrews, and Newnam, Inc.  
2925 Briarpark Drive, Suite 400  
Houston, Texas 77042  
Ph: (713) 821-0408 Fax: (713) 266-8971

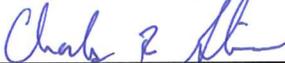
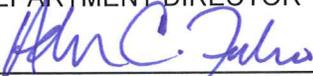
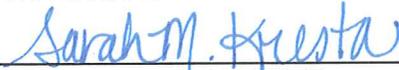
**PURPOSE OF THIS CHANGE ORDER:**  
A. During design of this project, it was discovered that the surrounding infrastructure needed to be upgraded to provide adequate fire flow based on the proposed building's area and building material.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Design of offsite water line	\$30,000.00	0	1	\$30,000.00
					TOTAL	\$30,000.00

THE NET AFFECT OF THIS CHANGE ORDER IS A 13.31% INCREASE.

ORIGINAL CONTRACT AMOUNT	\$225,477.00	
Change Order No. 1	\$30,000.00	13.31% CHANGE
REVISED CONTRACT AMOUNT	\$255,477.00	13.31% TOTAL CHANGE

**APPROVED**

	<u>12/28/10</u>	_____	_____
PROJECT MANAGER	DATE	CHIEF FINANCIAL OFFICE	DATE
	<u>28 Dec 2010</u>	_____	_____
DEPARTMENT DIRECTOR	DATE	CITY MANAGER	DATE
	_____		<u>12/17/10</u>
LEGAL DEPARTMENT	DATE	CONSULTANT ENGINEER	DATE
_____	_____	_____	_____
CITY SECRETARY	DATE	MAYOR	DATE

**January 13, 2011**  
**Consent Agenda Item No. 2i**  
**Interlocal Agreement with the College Station Independent School District**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion of an Interlocal Agreement (ILA) between the College Station Independent School District and the City of College Station for the exchange of real property for wastewater services.

**Relationship to Strategic Goals:** Goal I, Financially Sustainable City Providing Response to Core Services and Infrastructure.

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

**Summary:** CSISD has recently purchased two tracts of land located in south College Station. These two large-acre tracts will provide accommodations for up to four future schools or school facilities. Greens Prairie Elementary School, one of the four facilities, is currently under construction. Greens Prairie Elementary and the future facilities will require adequate access to, and use of, the City's wastewater system.

The City is the owner and operator of a lift station located at the intersection of Royder Road and Greens Prairie Trail, and is willing to let CSISD discharge wastewater into the lift station. The lift station will pump the wastewater to the Lick Creek Wastewater Treatment Plant. CSISD will be responsible for all construction costs for the infrastructure needed to connect to the lift station.

The City will be responsible for all costs associated with operation and maintenance of the lift station, as well as any improvements required to meet the future needs of the four schools or school facilities. In exchange for this, the City requested that CSISD provide land from one of the two tracts recently purchased for a future fire station site. The fire station will be necessary to serve the southern portion of College Station.

This ILA outlines the responsibilities of each party and provides for CSISD to convey approximately 2.00 acres of land adjacent to Royder Road, north of Greens Prairie Trail, for a future fire station site, as shown on the attached map.

**Budget & Financial Summary:** The immediate impact to the operation and maintenance cost of the lift station is negligible.

**Attachments:**

1. Location Map
2. Interlocal Agreement – On file in the City Secretary's Office

# Location Map



**January 13, 2011**  
**Consent Agenda Item No. 2j**  
**Emerald Forest Park Improvements**  
**Professional Services Contract Change Order**  
**Project Number PK0713**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, Director of Public Works

**Agenda Caption:** Presentation, possible action and discussion for change order to the Professional Services Contract 10-229 with Mitchell & Morgan, LLP for an increase in the amount of \$9,849.00 to the Emerald Forest Park Improvements Project.

**Relationship to Strategic Goals:** Goal II, Neighborhood Integrity.

**Recommendation(s):** Staff recommends approval of this Change Order.

**Summary:** The purpose of this project is to improve the existing park within the Emerald Forest Subdivision. The playground equipment is being upgraded at the park along with some minor drainage improvements and additional park lighting. The foundation supporting the playground is being elevated approximately 3 feet to keep the playground equipment from being inundated with storm water during flood events.

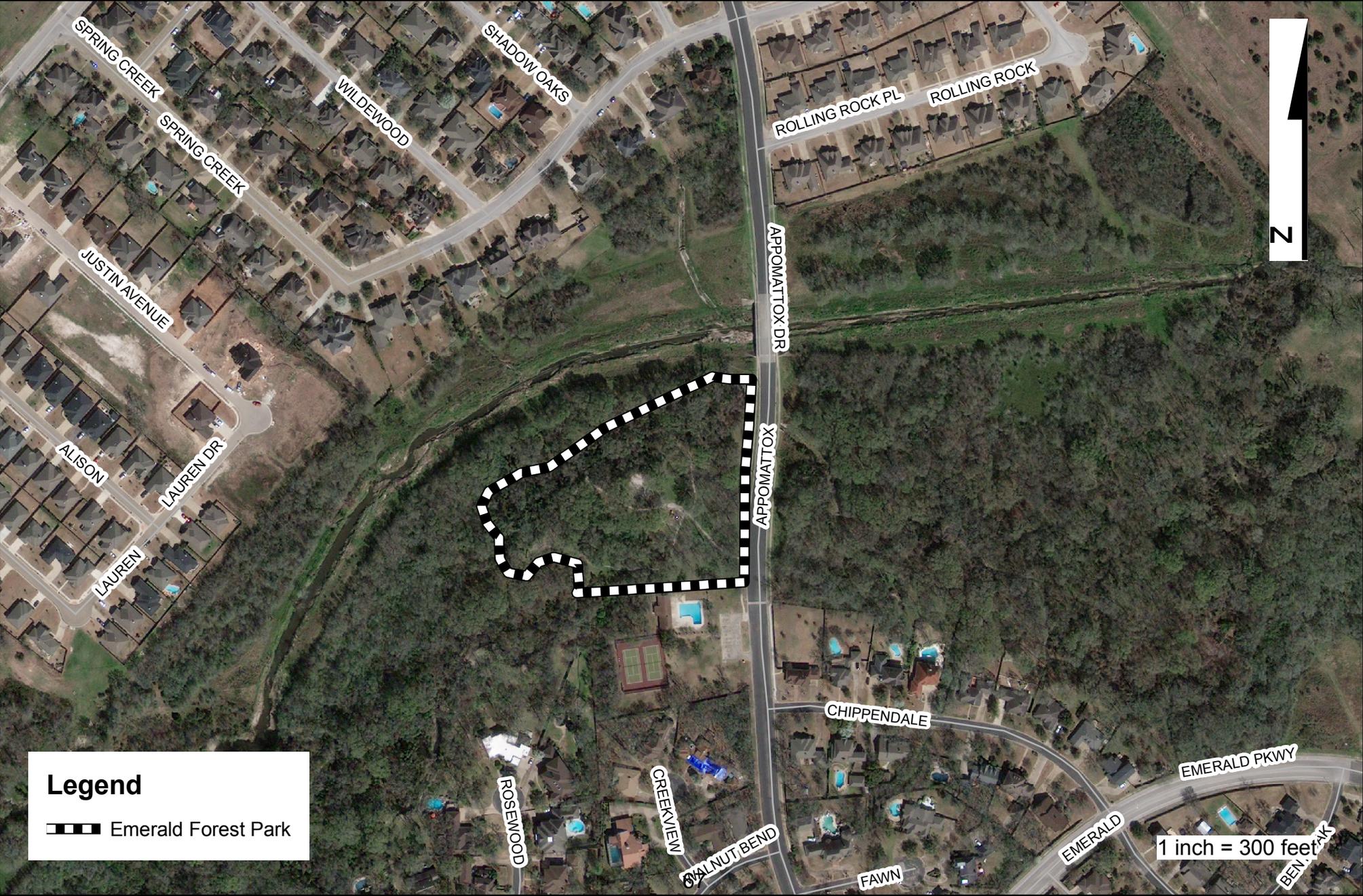
The sidewalks must also be re-designed and adjusted to meet the new grades of the playground site. The structural and electrical engineering components were not included in the original scope of work for this project. Additionally, this change order adds construction administration and construction materials testing to the contract.

**Budget & Financial Summary:** Change Order No. 1 will increase the contract amount by \$9,849.00 for a revised contract total of \$21,349.00. \$106,000 is budgeted for this project in the Parks Capital Improvement Projects Fund and \$63,000 is budgeted for the project in the Zone 8 Park Land Dedication Fund. A total of \$14,401 has been expended or committed to date, leaving a balance of \$154,599 for this change order and future expenses.

**Attachments:**

1. Location map
2. Change Order

# Emerald Forest Park Project Location Map



**Legend**  
- - - Emerald Forest Park



1 inch = 300 feet

CHANGE ORDER NO. 1 Contract # 10-229 DATE: December 15, 2010  
P.O.# 100948 PROJECT: Emerald Forest Park Improvements

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

**CONSULTANT:**  
Mitchell & Morgan, LLP  
511 University Drive, Ste. 204 Ph: (979) 260-6963  
College Station, Texas 77840 Fax: (979) 260 3564

**PURPOSE OF THIS CHANGE ORDER:**  
**A. The purpose of this change order is to include proper engineering design and construction phase services for all aspects of the Emerald Forest Park Improvements that was not included in the consultant's original scope of work. As part of the project, additional park lights will be added along with new playground equipment. This is in addition to the site grading and culverts that is part of the consultants original contract.**

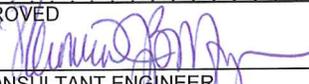
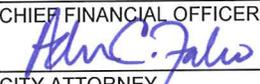
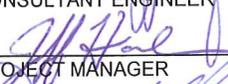
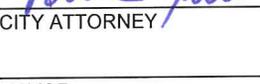
\*\*\*\*\* (Please use accounting information at end of this change order.) \*\*\*\*\*

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Civil Construction Phase Services	\$3,000.00	0.0	1.0	\$3,000.00
2	LS	Geotechnical Analysis	\$1,133.00	0.0	1.0	\$1,133.00
3	LS	Structural Design	\$990.00	0.0	1.0	\$990.00
4	LS	Foundation Construction Phase Services	\$330.00	0.0	1.0	\$330.00
5	LS	Construction Materials Testing	\$396.00	0.0	1.0	\$396.00
6	LS	Electrical Design & Construction Phase Services	\$4,000.00	0.0	1.0	\$4,000.00
					TOTAL	\$9,849.00

THE NET AFFECT OF THIS CHANGE ORDER IS A 85.64% INCREASE.

ORIGINAL CONTRACT AMOUNT	\$11,500.00	
Change Order No. 1	\$9,849.00	85.64% CHANGE
<b>TOTAL:</b>	<b>\$21,349.00</b>	<b>85.64% TOTAL CHANGE</b>

APPROVED

 CONSULTANT ENGINEER	12/17/10 Date	 CHIEF FINANCIAL OFFICER	Date
 PROJECT MANAGER	12/20/10 Date	 CITY ATTORNEY	Date
 DEPARTMENT DIRECTOR	12/20/10 Date	MAYOR	Date
		CITY SECRETARY	Date
		CITY MANAGER	Date

Item	Accounting Information	Original Contract	Change Order #1	Contract
1 PARKS	Streets - ST 138-9111-971.30-10	\$11,500.00	\$9,849.00	\$21,349.00
<b>TOTAL</b>		<b>\$11,500.00</b>	<b>\$9,849.00</b>	<b>\$21,349.00</b>

**January 13, 2011  
Consent Agenda Item No. 2k  
College Station Skate Park Project  
Construction Contract #11-060  
Project Numbers PK-0911**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, P.E., Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion on rejecting proposals received pursuant to RFP 10-88 and awarding Construction Contract 11-060 (RFP 11-16) with JaCody, Inc. in the amount of \$684,917.90 for the College Station Skate Park Project.

**Relationship to Strategic Goals:** Goal I, Financially Sustainable City Providing Response to Core Services.

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

**Summary:** The College Station Skate Park Project was approved by the voters in the 2008 Bond Election. The project consists of a street course and in-ground bowl structures to be constructed at the Southwood Athletic Complex.

Seven firms submitted a response to our original RFP (No. 10-88). Five of the lowest seven bidders submitted a proposal that included a skate park specialty contractor that did not meet the experience and qualifications requirements specified in our RFP. The two highest bidders who submitted qualified proposals far exceeded our budget for this project. Therefore staff revised the experience and qualification requirements and also modified the scope of work for the project and issued a new Request for Proposals, RFP 11-16.

Staff is recommending Council reject the proposals submitted in response to RFP 10-88, and consider the award of a contract pursuant to RFP 11-16. The City received eight competitive sealed proposals as a result of the new RFP. The proposals were ranked according to a published set of selection criteria that included a bid amount, experience and qualifications, references and reputation, current workload and schedule, key project personnel, financial resources and safety record. JaCody was ranked highest by the review committee based on the evaluation of their proposal based on the selection criteria.

The contract includes the base bid with four bid alternates. The base bid is \$581,907.40. The first alternate is the inclusion of a smaller skateable bowl structure referred to as the "pool". The cost for Alternative 1 is \$64,501.50. The second alternate is for the installation of a pre-engineered shade structure and the associated exposed aggregate pad for the structure. The cost for Alternative 2 is \$20,425.00. The third alternate is for block sodding as opposed to hydromulch seeding. The cost for Alternative 3 is \$16,884.00. The fourth alternate is for the installation of concrete bench pads for future bench locations. The cost for Alternative 4 is \$1,200.00.

Construction is expected to take approximately eight months, so the park should be open in early October.

**Budget & Financial Summary:** \$920,000 is budgeted for this project in the Parks Capital Improvement Projects Fund. \$202,276 has been expended or committed to date, leaving a balance of \$717,724 for construction and related expenses.

**Attachments:**

- 1.) Project Location Map
- 2.) Resolution

# College Station Skate Park Complex Project Location Map



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE COLLEGE STATION SKATE PARK PROJECT (PK-0911) AND AUTHORIZING THE EXPENDITURE OF FUNDS.**

WHEREAS, the City of College Station, Texas, solicited competitive sealed proposals for the construction phase of the College Station Skate Park Project; and

WHEREAS, the selection of JaCody, Inc. is being recommended as the offeror that offers the best value and is the highest-ranked offeror for the construction services related to College Station Skate Park Project; now, therefore,

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

- PART 1: That the City Council hereby finds that JaCody, Inc. is the offeror that offers the best value and is the highest-ranked offeror for the construction services related to the construction of the College Station Skate Park Project.
- PART 2: That the City Council hereby approves the contract with JaCody, Inc. for \$684,917.90 for the labor, materials and equipment required including Alternates 1, 2, 3, and 4 for the improvements related to the College Station Skate Park Project.
- PART 3: That the funding for this Contract shall be as budgeted from the College Station Parks Capital Improvement Project Fund in the amount of \$684,917.90.
- PART 4: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 13<sup>th</sup> day of January, A.D. 2011.

ATTEST:

APPROVED:

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

APPROVED:

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

\_\_\_\_\_  
MAYOR

**January 13, 2011  
Consent Agenda Item No. 2L  
Contract Administration Procedures**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, P.E., Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion regarding a resolution to revise certain change order provisions in our standard contracts for professional services.

**Relationship to Strategic Goals:** Goal I.1. Spending taxpayer money efficiently

**Recommendation(s):** Staff recommends approval of the resolution as presented.

**Summary:** Prior to the November 22<sup>nd</sup> meeting, any change order that increased or decreased the contract amount by 5% or more required Council approval (regardless of the original amount). On November 22, 2010 Council approved a resolution to change contract routing procedures and revised certain provisions of City standard contracts. Part of the resolution approved on November 22<sup>nd</sup> addressed change orders for professional services contracts under \$50,000 and inadvertently omitted change order provisions for contracts over \$50,000. The attached resolution for Council consideration addresses change orders for all professional services contracts, those contracts less than and greater than \$50,000.

Staff is proposing the following changes to the City's standard professional services contracts:

1. When the original contract amount plus all change orders is less than \$50,000, the City Manager or his delegate may approve the written change order provided the change order does not increase the total amount set forth in the contract to more than \$50,000. For such contracts, when a change order results in a total contract amount that exceeds \$50,000, the City Council must approve such change order prior to commencement of the services or work.
2. When the original contract amount plus all change orders is equal to or greater than \$50,000, the City Manager or his delegate may approve the written change order provided the change order does not exceed \$25,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$25,000 or when the sum of all change orders exceeds 25% of the original contract, the City Council must approve such change order prior to commencement of the services or work.

Staff feels this revision will provide more flexibility and allow staff to operate more efficiently.

**Budget & Financial Summary:** None.

**Attachments:**

1. Resolution

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

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, REVISING CONTRACT ROUTING PROCEDURES AND CERTAIN PROVISIONS OF CITY STANDARD CONTRACTS.

WHEREAS, the City of College Station adopted standard contract forms for construction services and professional services in February 2003; and

WHEREAS, the City Council approved administrative procedures for adoption of changes to these standard contracts in June 2003; and

WHEREAS, the City Council approved administrative procedures for adoption of changes to these standard contracts in November 2010; and

WHEREAS, the City Council desires to revise certain paragraphs of the standard contracts established; and

WHEREAS, the City Council wishes to improve efficiencies by modifying contract routing procedures and administration procedures for certain City contracts; now, therefore

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

PART 1: When utilizing one of the City's Standard Form of Agreements, the contract resolution which is signed by Legal, Mayor and City Secretary, and approved by the City Council, may authorize the City Manager to execute the contract(s).

PART 2: Article IX, Paragraph 9.02 of the Professional Services Contract is revised in the following manner:

- a. When the original contract amount plus all change orders is less than \$50,000, the City Manager or his delegate may approve the written change order provided the change order does not increase the total amount set forth in the contract to more than \$50,000. For such contracts, when a change order results in a total contract amount that exceeds \$50,000, the City Council must approve such change order prior to commencement of the services or work; and
- b. When the original contract amount plus all change orders is equal to or greater than \$50,000, the City Manager or his delegate may approve the written change order provided the change order does not exceed \$25,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$25,000 or when the sum of all change orders exceeds 25% of the original contract, the City Council must approve such change order prior to commencement of the services or work.

PART 3: Paragraph 28 of the Standard Form of Construction Agreement is modified to require payment bonds in the amount of \$50,000 for all public works contracts with governmental entities, pursuant to Texas Government Code 2253.021.

PART 4: Local Government Code 271 Subchapter H Alternative Project Delivery Methods for Certain Projects allows the City Council to delegate its authority to determine which procurement method provides the best value for the City; and the City Council hereby delegates this authority to the City Manager, pursuant to Section 271.112 of the Texas Local Government Code.

PART 5: Resolution Number 11-22-10-2k adopted on November 22, 2010 is hereby repealed.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011

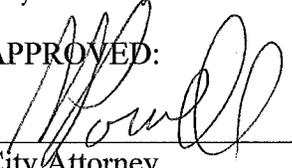
ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:

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

**January 13, 2011**  
**Consent Agenda Item No. 2m**  
**Tauber & Stasney Street and Utility Rehabilitation Project**  
**Construction Contract**  
**Project Numbers ST-0505, WF0625888, WF0625893, WF6598173, CO-0902**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, P.E., Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion on Construction Contract 11-070 with Dudley Construction, Ltd. in the amount of \$2,507,475.13 for the Tauber & Stasney Street and Utility Rehabilitation Project.

**Relationship to Strategic Goals:** Goal I, Financially Sustainable City Providing Response to Core Services and Infrastructure. Goal II.1, Preserving and restoring older neighborhoods.

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

**Summary:** The Tauber and Stasney Street and Utility Rehabilitation Project is located in the Northgate District and is bounded by University Drive to the south and Cherry Street to the north. The project includes the replacement of aging water and wastewater infrastructure serving the area along with the construction of new sidewalks, concrete pavement, curb and gutter, storm sewer system, benches, and street trees.

A total of five bids were received for this project and Dudley Construction, Ltd. was found to be the lowest responsible bidder. The contract amount includes two alternate bid items, both for pipe bursting of sewer lines in the rear lots that are remaining in service.

Staff will deliver a presentation during the Regular Session of the City Council Meeting to further explain the scope of work and history of this project.

**Budget & Financial Summary:** Funds in the amount of \$2,252,110 are budgeted for this project in the Streets Capital Improvement Projects (CIP) Fund. In addition, \$415,044 is budgeted in the Water CIP Fund and \$793,772 in the Wastewater CIP Fund. Finally, funds are budgeted in the Electric CIP Fund for the Electric component of this project and funds are budgeted in the General Government CIP Fund for the fiber related to this project. The Streets portion of this project is estimated to come in over budget by approximately \$576,000. To account for this overage, \$422,225 will be transferred from the Northgate Street Rehabilitation project. These funds are from the 2003 GOB authorization and are the funds remaining for street rehabilitation in the Northgate. In addition, budgets from several complete Streets capital projects will be transferred to this project to account for the additional budget that is needed. The non-Streets CIP components of the project are projected to be completed within budget.

**Attachments:**

- 1.) Project Location Map
- 2.) Bid Tabulation
- 3.) Resolution

# Tauber and Stasney Street Rehabilitation Project Location Map





				Larry Young Paving	Dudley Construction Ltd.	Brazos Paving, Inc.	Knife River Corp. South	Glen Fuqua, Inc.					
<b>MOBILIZATION</b>													
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	1	L.S	Mobilization and ROW Preparation (includes removal and adjustment of existing mailboxes, street signs, and irrigation systems)	\$ 100,000.00	\$100,000.00	\$72,454.50	\$72,454.50	\$104,900.00	\$104,900.00	\$165,000.00	\$165,000.00	\$200,000.00	\$200,000.00
2	1	L.S	Construction Stakes	\$ 20,000.00	\$20,000.00	\$10,189.34	\$10,189.34	\$51,200.00	\$51,200.00	\$38,000.00	\$38,000.00	\$8,000.00	\$8,000.00
3	1	L.S	Stormwater Pollution Prevention Plan (includes installation and maintenance of erosion control structures throughout the entire project.)	\$ 9,000.00	\$9,000.00	\$11,987.46	\$11,987.46	\$19,165.00	\$19,165.00	\$7,000.00	\$7,000.00	\$18,000.00	\$18,000.00
4	1	L.S	Proposed Nonhazardous Fuel/Leak Meter System	\$ 100,000.00	\$100,000.00	\$180,000.00	\$180,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$100,000.00	\$100,000.00
<b>Subtotal</b>				<b>\$229,000.00</b>	<b>\$229,000.00</b>	<b>\$194,631.30</b>	<b>\$194,631.30</b>	<b>\$274,265.00</b>	<b>\$274,265.00</b>	<b>\$310,000.00</b>	<b>\$310,000.00</b>	<b>\$326,000.00</b>	<b>\$326,000.00</b>
<b>DEMOLITION</b>													
5	1336	L.F	Removal and disposal of 6" Curb	\$5.00	\$6,680.00	\$1.54	\$2,057.44	\$0.20	\$12,791.20	\$4.20	\$5,611.20	\$5.00	\$6,680.00
6	21158	SF	Removal of concrete pavement (includes sidewalks, driveway and associated curbs)	\$1.20	\$25,389.60	\$0.50	\$12,271.64	\$2.40	\$50,779.20	\$1.25	\$26,447.50	\$3.00	\$21,156.00
7	97055	SF	Removal of asphalt pavement (including base materials) and driveways	\$0.60	\$58,233.00	\$0.44	\$42,704.20	\$0.60	\$58,233.00	\$0.50	\$48,527.50	\$0.75	\$72,791.25
8	465	SF	Removal of gravel driveway	\$0.30	\$139.50	\$0.60	\$279.00	\$2.25	\$1,228.75	\$0.50	\$232.50	\$0.75	\$348.75
9	2485	L.F	Remove Ex. Waterline Pipe	\$16.50	\$41,002.50	\$10.96	\$27,235.60	\$20.00	\$49,700.00	\$18.00	\$44,730.00	\$7.00	\$17,395.00
10	2	EA	Remove Ex. Inlets	\$550.00	\$1,100.00	\$900.12	\$1,800.24	\$1,045.00	\$2,090.00	\$1,000.00	\$2,000.00	\$600.00	\$1,200.00
<b>Subtotal</b>				<b>\$132,544.60</b>	<b>\$132,544.60</b>	<b>\$86,348.12</b>	<b>\$86,348.12</b>	<b>\$174,372.15</b>	<b>\$174,372.15</b>	<b>\$127,548.70</b>	<b>\$127,548.70</b>	<b>\$119,573.00</b>	<b>\$119,573.00</b>
<b>SHEET IMPROVEMENTS</b>													
11	1	L.S	Earthwork - Cut/Fill (±3,200 CY)	\$45,000.00	\$45,000.00	\$26,613.66	\$26,613.66	\$87,350.00	\$87,350.00	\$51,000.00	\$51,000.00	\$50,000.00	\$50,000.00
12	303	L.F	Concrete Curb (all types)	\$17.00	\$5,151.00	\$12.00	\$3,636.00	\$12.75	\$3,861.75	\$17.00	\$5,151.00	\$15.00	\$4,545.00
13	12925	SY	7" Lane Stabilization Subgrade (includes subgrade preparation and incorporation of lime into subgrade)	\$8.75	\$113,093.75	\$6.96	\$89,958.00	\$8.65	\$111,801.25	\$11.50	\$148,637.50	\$6.00	\$77,550.00
14	11605	SY	6" Concrete Pavement (includes connection to existing concrete pavement.) (includes commercial and residential driveways)	\$34.75	\$403,273.75	\$48.22	\$560,753.60	\$29.45	\$341,767.25	\$37.00	\$429,385.00	\$33.00	\$382,965.00
15	8	EA	Extend Roof Drains	\$575.00	\$4,600.00	\$267.48	\$2,139.84	\$600.00	\$4,800.00	\$1,100.00	\$8,800.00	\$1,000.00	\$8,000.00
<b>Subtotal</b>				<b>\$871,118.30</b>	<b>\$871,118.30</b>	<b>\$603,101.10</b>	<b>\$603,101.10</b>	<b>\$544,261.75</b>	<b>\$544,261.75</b>	<b>\$642,973.50</b>	<b>\$642,973.50</b>	<b>\$521,668.00</b>	<b>\$521,668.00</b>
<b>DRAINAGE IMPROVEMENTS</b>													
16	1305	L.F	18" RCF, CL III, Tongue and Groove, w/Profile Gasketed Joints (includes installation, embedment, backfill and clean-up)	\$70.00	\$91,350.00	\$41.16	\$53,713.80	\$69.00	\$90,045.00	\$58.00	\$75,690.00	\$46.00	\$60,030.00
17	6	EA	Junction Box	\$2,800.00	\$16,800.00	\$2,013.75	\$12,082.50	\$2,425.00	\$14,550.00	\$2,300.00	\$13,800.00	\$4,000.00	\$24,000.00
18	1	EA	Convert Existing Inlet to Junction Box	\$2,000.00	\$2,000.00	\$2,167.00	\$2,167.00	\$1,175.00	\$1,175.00	\$2,700.00	\$2,700.00	\$3,000.00	\$3,000.00
19	3	EA	Gate Inlet	\$3,200.00	\$9,600.00	\$1,269.24	\$3,807.72	\$2,600.00	\$7,800.00	\$2,900.00	\$8,700.00	\$2,900.00	\$8,700.00
20	3	EA	10" Recessed Inlet Box	\$4,000.00	\$12,000.00	\$3,639.71	\$10,919.13	\$3,200.00	\$9,600.00	\$4,200.00	\$12,600.00	\$4,000.00	\$12,000.00
21	7	EA	8" Recessed Inlet Box	\$3,200.00	\$22,400.00	\$3,639.71	\$25,478.11	\$2,900.00	\$20,300.00	\$3,300.00	\$23,100.00	\$3,000.00	\$21,000.00
22	5	EA	Connect to Existing Storm System	\$1,100.00	\$5,500.00	\$855.10	\$4,275.50	\$760.00	\$3,800.00	\$1,600.00	\$8,000.00	\$1,000.00	\$5,000.00
<b>Subtotal</b>				<b>\$159,650.00</b>	<b>\$159,650.00</b>	<b>\$113,943.91</b>	<b>\$113,943.91</b>	<b>\$147,270.00</b>	<b>\$147,270.00</b>	<b>\$143,390.00</b>	<b>\$143,390.00</b>	<b>\$132,530.00</b>	<b>\$132,530.00</b>



			Larry Young Paving	Dudley Construction Ltd.	Brazos Paving, Inc.	Knife River Corp. South	Glen Fuqua, Inc.						
MOBILIZATION													
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
<b>WATER IMPROVEMENTS</b>													
23	2718	L.F.	8" AWWA C909-07, Class 305 PVC Pipe - Structural (includes installation, testing and clean-up)	\$39.00	\$106,782.00	\$31.18	\$85,370.84	\$38.25	\$104,728.50	\$49.00	\$134,162.00	\$38.00	\$104,044.00
24	30	L.F.	6" AWWA C909-07, Class 305 PVC Pipe - Structural (includes installation, testing and clean-up)	\$34.00	\$1,020.00	\$44.73	\$1,341.90	\$34.45	\$1,033.50	\$51.00	\$1,530.00	\$34.00	\$1,020.00
25	40	L.F.	2" Sch. 40 PVC (includes installation, testing and clean-up)	\$26.00	\$1,040.00	\$42.87	\$1,714.80	\$23.60	\$944.00	\$51.00	\$2,040.00	\$25.50	\$1,020.00
26	1	EA.	8" x 6" D.I. Tee (includes installation and clean-up)	\$500.00	\$500.00	\$396.21	\$396.21	\$440.00	\$440.00	\$420.00	\$420.00	\$517.00	\$517.00
27	2	EA.	8" Gate Valve (includes installation and clean-up)	\$1,400.00	\$2,800.00	\$1,281.43	\$2,562.86	\$1,220.00	\$2,440.00	\$1,100.00	\$2,200.00	\$1,350.00	\$2,700.00
28	1	EA.	6" Gate Valve (includes installation and clean-up)	\$990.00	\$990.00	\$975.80	\$975.80	\$910.00	\$910.00	\$810.00	\$810.00	\$980.00	\$980.00
29	1	EA.	2" Gate Valve (includes installation and clean-up)	\$575.00	\$575.00	\$660.35	\$660.35	\$620.00	\$620.00	\$560.00	\$560.00	\$560.00	\$560.00
30	12	EA.	8" D.I. 45° Bend (includes installation and clean-up)	\$475.00	\$5,700.00	\$323.86	\$3,886.32	\$325.00	\$3,900.00	\$350.00	\$4,200.00	\$422.00	\$5,064.00
31	1	EA.	8" Cap (includes installation and clean-up)	\$400.00	\$400.00	\$691.13	\$691.13	\$170.00	\$170.00	\$270.00	\$270.00	\$291.00	\$291.00
32	4	EA.	Fire Hydrant Assembly (includes installation and clean-up)	\$3,760.00	\$15,040.00	\$3,452.61	\$13,810.44	\$3,200.00	\$12,800.00	\$3,900.00	\$15,600.00	\$3,720.00	\$14,880.00
33	6	EA.	Connect to Existing water line (includes installation and clean-up)	\$1,050.00	\$6,300.00	\$866.03	\$5,196.18	\$1,000.00	\$6,000.00	\$1,600.00	\$9,600.00	\$1,000.00	\$6,000.00
34	85	SF	Remove/Replace Existing Concrete Pavement	\$6.50	\$552.50	\$9.59	\$815.15	\$6.75	\$573.75	\$13.00	\$1,105.00	\$6.00	\$510.00
35	20	SF	Remove/Replace Existing Stamped Concrete Pavement	\$23.00	\$460.00	\$38.36	\$767.20	\$55.50	\$1,110.00	\$48.00	\$960.00	\$27.00	\$540.00
36	7	EA.	1" Type K Copper Water Service (includes installation and clean-up)	\$800.00	\$5,600.00	\$849.88	\$5,949.16	\$1,000.00	\$7,000.00	\$720.00	\$5,040.00	\$740.00	\$5,180.00
37	12	EA.	1.5" Type K Copper Water Service (includes installation and clean-up)	\$1,250.00	\$15,000.00	\$1,162.91	\$13,954.92	\$1,240.00	\$14,880.00	\$1,150.00	\$13,800.00	\$1,170.00	\$14,136.00
38	5	EA.	2" PVC Water Service (includes installation and clean-up)	\$355.00	\$1,775.00	\$1,309.55	\$6,547.75	\$1,415.00	\$7,075.00	\$1,030.00	\$5,150.00	\$523.00	\$2,615.00
<b>Subtotal</b>				<b>\$165,394.50</b>	<b>\$144,529.01</b>	<b>\$166,624.75</b>	<b>\$196,197.00</b>	<b>\$159,399.00</b>					
<b>SEWER IMPROVEMENTS</b>													
39	1202	L.F.	6" ASTM D3034, SDR 26 PVC Pipe (includes pipe, embedment material, installation, testing and clean-up)	\$31.00	\$37,262.00	\$16.62	\$19,972.52	\$21.00	\$25,242.00	\$49.00	\$58,898.00	\$30.00	\$36,060.00
40	809	L.F.	5' - 8" Trenching and Backfill - Structural (includes backfill and clean-up)	\$22.00	\$17,798.00	\$20.41	\$16,527.87	\$22.00	\$17,798.00	\$30.00	\$24,270.00	\$21.45	\$17,353.05
41	292	L.F.	8' - 10" Trenching and Backfill - Structural (includes backfill and clean-up)	\$25.00	\$7,300.00	\$29.35	\$8,554.55	\$28.50	\$8,301.00	\$46.00	\$13,472.00	\$24.64	\$7,202.88
42	1202	L.F.	Trench Safety	\$1.30	\$1,562.40	\$1.20	\$1,442.40	\$1.25	\$1,502.50	\$2.00	\$2,404.00	\$1.30	\$1,562.40
43	13	EA.	4" Diameter Manhole (0' - 6" B. deep, includes installation, testing and clean-up)	\$2,050.00	\$26,650.00	\$2,182.67	\$28,374.71	\$1,920.00	\$24,960.00	\$3,000.00	\$39,000.00	\$1,980.00	\$25,740.00
44	14	VF	Additional Depth for 4" Diameter Manhole	\$120.00	\$1,680.00	\$91.69	\$1,283.66	\$225.00	\$3,150.00	\$60.00	\$840.00	\$110.00	\$1,540.00
45	5	EA.	Connect to Ex. Sewer Line	\$750.00	\$3,750.00	\$425.65	\$1,728.25	\$850.00	\$4,250.00	\$1,200.00	\$6,000.00	\$715.00	\$3,575.00
46	418	L.F.	Abandon and Pressure Grout Fill Ex. Sewer Line	\$13.00	\$5,434.00	\$8.39	\$3,507.02	\$4.75	\$1,985.50	\$12.00	\$5,016.00	\$11.66	\$4,873.88
47	160	SF	Remove/Replace Existing Concrete Pavement	\$6.80	\$1,088.00	\$9.59	\$1,534.40	\$6.75	\$1,080.00	\$13.00	\$2,080.00	\$6.00	\$960.00
48	1	L.S.	Remove Existing Vegetation along Sewer Line Route	\$2,700.00	\$2,700.00	\$2,084.54	\$2,084.54	\$14,243.00	\$14,243.00	\$1,900.00	\$1,900.00	\$2,600.00	\$2,600.00
49	1	L.S.	Sewer Service #1.1 (includes connecting to yard piping and cleanup)	\$3,400.00	\$3,400.00	\$1,219.41	\$1,219.41	\$2,615.00	\$2,615.00	\$6,400.00	\$6,400.00	\$3,300.00	\$3,300.00
50	1	L.S.	Sewer Service #1.2 (includes connecting to yard piping and cleanup)	\$2,850.00	\$2,850.00	\$1,219.41	\$1,219.41	\$2,600.00	\$2,600.00	\$6,200.00	\$6,200.00	\$2,800.00	\$2,800.00
51	1	L.S.	Sewer Service #1.3 (includes connecting to yard piping and cleanup)	\$2,800.00	\$2,800.00	\$1,219.41	\$1,219.41	\$2,600.00	\$2,600.00	\$5,800.00	\$5,800.00	\$2,740.00	\$2,740.00
52	1	L.S.	Sewer Service #2.1 (includes connecting to yard piping and cleanup)	\$3,075.00	\$3,075.00	\$1,219.41	\$1,219.41	\$2,550.00	\$2,550.00	\$10,200.00	\$10,200.00	\$3,900.00	\$3,900.00
53	1	L.S.	Sewer Service #4.1 (includes connecting to yard piping and cleanup)	\$2,875.00	\$2,875.00	\$1,219.41	\$1,219.41	\$2,640.00	\$2,640.00	\$3,500.00	\$3,500.00	\$2,866.00	\$2,866.00
54	1	L.S.	Sewer Service #5.1 (includes connecting to yard piping and cleanup)	\$2,650.00	\$2,650.00	\$1,361.29	\$1,361.29	\$2,778.00	\$2,778.00	\$6,000.00	\$6,000.00	\$2,500.00	\$2,500.00
55	1	L.S.	Sewer Service #5.2 (includes connecting to yard piping and cleanup)	\$3,450.00	\$3,450.00	\$1,361.29	\$1,361.29	\$2,412.00	\$2,412.00	\$7,200.00	\$7,200.00	\$3,280.00	\$3,280.00
56	1	L.S.	Sewer Service #5.3 (includes connecting to yard piping and cleanup)	\$2,750.00	\$2,750.00	\$1,213.46	\$1,213.46	\$2,640.00	\$2,640.00	\$6,200.00	\$6,200.00	\$2,600.00	\$2,600.00
<b>Subtotal</b>				<b>\$132,499.60</b>	<b>\$98,427.73</b>	<b>\$126,246.50</b>	<b>\$209,586.00</b>	<b>\$127,934.05</b>					



			Larry Young Paving	Dudley Construction Ltd.	Brazos Paving, Inc.	Knife River Corp. South	Glen Fuqua, Inc.						
MOBILIZATION													
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
<b>SIDEWALK IMPROVEMENTS</b>													
57	28898	SF	3" Conc. Sidewalk Underlayment	\$4.00	\$115,992.00	\$4.70	\$135,820.60	\$3.80	\$109,812.40	\$3.65	\$105,477.70	\$5.00	\$144,490.00
58	1038	SF	4" Conc. Sidewalk	\$4.00	\$4,152.00	\$4.75	\$4,930.50	\$7.00	\$7,269.80	\$3.50	\$3,633.00	\$5.00	\$5,190.00
59	27887	SF	Brick Pavers w/1" Sand Level Course	\$5.50	\$153,378.50	\$6.00	\$167,278.74	\$3.60	\$100,393.20	\$5.10	\$142,233.70	\$5.10	\$142,233.70
60	21	EA	Sidewalk Ramp	\$475.00	\$9,975.00	\$37.00	\$779.00	\$60.00	\$3,600.00	\$700.00	\$14,700.00	\$1,000.00	\$21,000.00
<b>Subtotal</b>				<b>\$283,097.50</b>		<b>\$309,489.84</b>		<b>\$230,385.40</b>		<b>\$266,034.40</b>		<b>\$312,983.70</b>	
<b>TRAFFIC STRIPING AND MARKINGS</b>													
61	1	LS	Traffic Control Plan (includes installation and maintenance)	\$11,000.00	\$11,000.00	\$22,483.68	\$22,483.68	\$26,500.00	\$26,500.00	\$40,000.00	\$40,000.00	\$25,000.00	\$25,000.00
62	75	EA	4" Wide White Solid Stripe for Parallel Parking Space Marking	\$140.00	\$10,500.00	\$140.55	\$10,541.25	\$126.65	\$9,498.75	\$120.00	\$9,000.00	\$120.00	\$9,000.00
63	6	EA	Reset Existing Stop Signs	\$385.00	\$2,310.00	\$419.56	\$2,517.36	\$378.00	\$2,268.00	\$360.00	\$2,160.00	\$400.00	\$2,400.00
<b>Subtotal</b>				<b>\$43,810.00</b>		<b>\$35,542.29</b>		<b>\$38,266.75</b>		<b>\$51,168.00</b>		<b>\$36,400.00</b>	
<b>FIBER OPTIC IMPROVEMENTS</b>													
64	4	EA	Pull Boxes	\$3,600.00	\$14,400.00	\$869.00	\$3,476.36	\$783.00	\$3,132.00	\$750.00	\$3,000.00	\$800.00	\$3,200.00
65	710	LF	4" PVC Sch. 40 w/ 4.1" Innerducts	\$27.00	\$19,170.00	\$26.77	\$18,723.70	\$23.74	\$16,869.60	\$23.00	\$16,330.00	\$24.20	\$17,182.00
<b>Subtotal</b>				<b>\$33,170.00</b>		<b>\$22,199.86</b>		<b>\$20,001.60</b>		<b>\$19,230.00</b>		<b>\$20,382.00</b>	
<b>FUTURE PARKING SYSTEM IMPROVEMENTS</b>													
66	11	EA	Pull Boxes (Quartz PG2424)	\$800.00	\$8,800.00	\$752.81	\$8,280.91	\$679.00	\$7,469.00	\$650.00	\$7,150.00	\$691.00	\$7,601.00
67	2398	LF	2" PVC Sch. 40 PVC	\$16.00	\$38,368.00	\$15.58	\$37,360.84	\$14.05	\$33,691.90	\$13.50	\$32,373.00	\$14.30	\$34,291.40
<b>Subtotal</b>				<b>\$47,168.00</b>		<b>\$45,641.75</b>		<b>\$41,160.90</b>		<b>\$39,523.00</b>		<b>\$41,892.40</b>	
<b>IRRIGATION IMPROVEMENTS</b>													
68	5	EA	Meter Boxes	\$240.00	\$1,200.00	\$263.72	\$1,318.60	\$2,650.00	\$13,250.00	\$1,300.00	\$6,500.00	\$220.00	\$1,100.00
69	5	EA	Controller Assembly (includes irrigation controller, water tap, manual control valve, strainer, double check valve assembly, irrigation control valve)	\$510.00	\$2,550.00	\$539.44	\$2,697.20	\$1,070.00	\$5,350.00	\$3,200.00	\$6,000.00	\$1,000.00	\$5,000.00
70	5	EA	Rain Sensor (includes installation)	\$85.00	\$425.00	\$89.91	\$449.55	\$40.00	\$200.00	\$105.00	\$525.00	\$75.00	\$375.00
71	815	EA	1" Electrical Conduit w/16 ga. Wire for Rain Sensor	\$1.15	\$937.25	\$1.20	\$978.00	\$1.05	\$855.75	\$0.65	\$529.75	\$1.00	\$815.00
72	94	EA	Irrigation Head (1 gun bubbler head)	\$16.50	\$1,551.00	\$17.98	\$1,690.12	\$9.75	\$916.50	\$10.00	\$940.00	\$15.00	\$1,410.00
73	1695	LF	1/2" Sch. 40 PVC inside 3" Sch. 40 PVC Sleeve	\$3.80	\$6,441.00	\$4.08	\$6,915.60	\$14.25	\$24,153.75	\$0.55	\$932.25	\$3.40	\$5,763.00
74	925	LF	3/4" Sch. 40 PVC inside 3" Sch. 40 PVC Sleeve	\$3.95	\$3,653.75	\$4.32	\$3,996.00	\$3.40	\$3,132.00	\$1.45	\$1,341.25	\$3.60	\$3,330.00
75	285	LF	1" Sch. 40 PVC inside 3" Sch. 40 PVC Sleeve	\$4.55	\$1,293.75	\$4.56	\$1,299.00	\$14.65	\$4,175.25	\$2.50	\$712.50	\$3.80	\$1,083.00
76	75	LF	1.25" Sch. 40 PVC inside 3" Sch. 40 PVC Sleeve	\$4.80	\$3,600.00	\$4.70	\$3,525.00	\$15.20	\$1,140.00	\$3.20	\$2,400.00	\$4.00	\$3,000.00
77	80	LF	1.5" Sch. 40 PVC inside 3" Sch. 40 PVC Sleeve	\$5.00	\$4,000.00	\$5.01	\$4,008.00	\$15.65	\$1,252.00	\$3.10	\$2,480.00	\$4.20	\$3,360.00
<b>Subtotal</b>				<b>\$18,687.75</b>		<b>\$19,955.42</b>		<b>\$64,143.75</b>		<b>\$17,475.75</b>		<b>\$19,386.00</b>	
<b>MISCELLANEOUS IMPROVEMENTS</b>													
78	1	LS	Tree Protection	\$2,500.00	\$2,500.00	\$1,198.75	\$1,198.75	\$9,200.00	\$9,200.00	\$1,600.00	\$1,600.00	\$8,000.00	\$8,000.00
79	7695	SF	Pulverize Existing Pavement, Haul in Top Soil, and Install Grass Seed	\$0.90	\$6,925.50	\$0.62	\$4,779.90	\$3.15	\$24,220.25	\$1.20	\$9,234.00	\$0.75	\$5,771.25
80	1052	CY	Regrading Mix for Street Trees (includes removing existing soil, installing mounting barrier)	\$48.00	\$50,496.00	\$45.58	\$47,950.16	\$26.00	\$27,352.00	\$31.00	\$32,612.00	\$55.00	\$57,860.00
81	2912	LF	4" PVC Underdrain (includes geotextile fabric wrap, installation, and cleanup)	\$7.25	\$21,112.00	\$7.41	\$21,577.92	\$14.00	\$40,768.00	\$13.00	\$37,856.00	\$15.00	\$43,680.00
82	94	EA	Tree Gate (includes frame, installation)	\$1,090.00	\$102,460.00	\$1,224.52	\$115,104.88	\$1,356.00	\$127,464.00	\$885.00	\$83,190.00	\$1,550.00	\$145,700.00
83	94	EA	3" Caliper Cedar Elm Tree	\$140.00	\$13,160.00	\$306.06	\$28,769.64	\$308.00	\$28,952.00	\$300.00	\$28,200.00	\$450.00	\$42,300.00
84	53	EA	Bench	\$1,400.00	\$74,200.00	\$1,275.55	\$67,604.15	\$1,335.00	\$70,755.00	\$1,100.00	\$58,300.00	\$1,200.00	\$63,600.00
85	207	LF	18" Height Concrete Retaining Wall	\$28.00	\$5,796.00	\$17.17	\$3,555.99	\$21.70	\$4,491.90	\$16.00	\$3,312.00	\$28.00	\$5,796.00
87	1	EA	Emergency Phone (includes installation and phone/electrical conduit)	\$12,500.00	\$12,500.00	\$8,990.60	\$8,990.60	\$11,340.00	\$11,340.00	\$10,500.00	\$10,500.00	\$4,500.00	\$4,500.00
<b>Subtotal</b>				<b>\$308,949.50</b>		<b>\$299,562.59</b>		<b>\$344,562.15</b>		<b>\$264,884.00</b>		<b>\$377,287.25</b>	



City of College Station - Purchasing Division  
 Bid Tabulation for #11-17  
 "Taubner Stasney Rehab"  
 Open Date: Monday, December 6, 2010 @ 2:00 p.m.

			Larry Young Paving	Dudley Construction Ltd.	Brazos Paving, Inc.	Knife River Corp. South	Glen Fuqua, Inc.						
<b>MOBILIZATION</b>													
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
<b>ALTERNATE 1</b>													
1A	295	LF	Pipe Busting of Existing 6" SL to 8" SL from Church Avenue to University Drive	\$280.00	\$82,600.00	\$233.76	\$68,959.20	\$79.20	\$23,364.00	\$79.00	\$23,305.00	\$260.00	\$76,700.00
<b>Subtotal Alternate 1</b>				<b>\$82,600.00</b>	<b>\$68,959.20</b>	<b>\$23,364.00</b>	<b>\$23,305.00</b>	<b>\$76,700.00</b>					
<b>ALTERNATE 2</b>													
2A	321	EA	Pipe Busting of Existing 6" SL to 8" SL from Cherry Street to Aggie Inns Apartments	\$280.00	\$89,880.00	\$233.76	\$75,036.96	\$79.20	\$25,422.20	\$79.00	\$25,259.00	\$260.00	\$83,660.00
<b>Subtotal Alternate 2</b>				<b>\$89,880.00</b>	<b>\$75,036.96</b>	<b>\$25,422.20</b>	<b>\$25,259.00</b>	<b>\$83,660.00</b>					
<b>ELECTRICAL IMPROVEMENTS</b>													
87	14	EA	CSMS2-3: Consists of Labor necessary to install one (1) pole identification unit. Material to be supplied by City. See Unit Drawing for installation guide.	\$30.50	\$427.00	\$29.97	\$419.58	\$27.00	\$378.00	\$26.00	\$364.00	\$27.50	\$385.00
88	6	EA	CSUM6-6: Consists of Labor and Materials necessary to install one (1) 5/8" x 8' copper clad ground rod, complete with suitable clamp. See Unit Drawing for installation guide.	\$70.40	\$422.40	\$11.50	\$69.54	\$62.65	\$375.90	\$60.00	\$360.00	\$64.00	\$384.00
89	14	EA	DL-CF-A: Consists of Labor and Materials necessary to install one (1) streetlight foundation. See Unit Drawing for installation guide.	\$605.00	\$8,470.00	\$42.81	\$599.34	\$540.00	\$7,560.00	\$510.00	\$7,140.00	\$550.00	\$7,700.00
90	14	EA	DSL-14: Consists of Labor and Materials necessary to install one (1) 14' decorative streetlight. Bronze streetlight fixture to be HADCO REFRAKTEHEREDROBE with 100 Watt Metal Halide bulb for Brand Catalog BYEMF100XUMED and a photocell. 14' Bronze streetlight pole to be HADCO-HP1791-14H. Use RAYCHEM connector KEGE-CAP-CCN-SL-20 and HEMAC Flood Seal Fuse Holder #SLK-M with BUSS Fuse #FNM-20. Note: The City will supply the photocell only.	\$3,145.00	\$44,030.00	\$222.27	\$3,113.18	\$2,805.00	\$39,270.00	\$2,650.00	\$37,100.00	\$2,860.00	\$40,040.00
93	0/3	LF	Trench Detail "7": Consists of Labor and Materials necessary to install one (1) linear foot of trenching in soil, measured parallel to the surface of the ground, including the excavation, backfilling and compacting. This unit includes all materials and labor required in the repair and/or replacement of streets, roads, drives, fences, lawns, shrubbery, water mains, pipes, pipelines, and conduits, underground power and telephone facilities, buried sewage and drainage facilities and any other property damaged by the trenching, except as specifically provided for in other units. This unit does not include underground cable or conduit facilities installed in the trench, when required. Caution tape is to be installed one (1) foot below ground level, and the last six (6) inches of trench backfill plus 4'-0" of surrounding backfill for setting allowance, shall be sandy loam topsoil. See ME3-6532 for number and size of conduits which will be installed in the trench. "7" dimensions refer to trench visually described on drawing.	0/3	0/3	0/3	0/3	0/3	0/3	0/3	0/3	0/3	0/3
91	1640	LF	Trench Detail "A": See above description.	\$27.50	\$45,100.00	\$26.97	\$44,200.80	\$24.30	\$39,852.00	\$23.00	\$37,720.00	\$24.75	\$40,600.00
92	280	LF	Trench Detail "C": See above description.	\$44.50	\$12,460.00	\$43.99	\$12,317.20	\$39.60	\$11,088.00	\$37.00	\$10,360.00	\$40.37	\$11,303.60
93	45	LF	Trench Detail "D": See above description.	\$53.50	\$2,407.50	\$52.74	\$2,373.30	\$47.50	\$2,137.50	\$45.00	\$2,025.00	\$48.40	\$2,178.00
94	645	LF	Trench Detail "E": See above description.	\$50.00	\$32,250.00	\$48.91	\$31,346.95	\$44.07	\$28,425.15	\$42.00	\$27,090.00	\$44.88	\$28,947.60
95	205	LF	Trench Detail "F": See above description.	\$58.00	\$11,890.00	\$57.54	\$11,795.70	\$51.85	\$10,620.25	\$50.00	\$10,200.00	\$52.80	\$10,824.00
96	75	LF	Trench Detail "G": See above description.	\$78.00	\$5,850.00	\$76.62	\$5,746.50	\$69.60	\$5,175.00	\$65.00	\$4,875.00	\$70.31	\$5,271.25
97	750	LF	Trench Detail "H": See above description.	\$61.00	\$45,750.00	\$60.49	\$45,367.50	\$54.50	\$40,875.00	\$52.00	\$39,000.00	\$55.51	\$41,632.50
98	20	LF	Trench Detail "I": See above description.	\$63.50	\$1,270.00	\$62.81	\$1,256.20	\$56.60	\$1,132.00	\$54.00	\$1,080.00	\$57.64	\$1,152.80
99	195	LF	Trench Detail "K": See above description.	\$58.00	\$11,310.00	\$57.54	\$11,220.30	\$51.85	\$10,110.75	\$49.00	\$9,555.00	\$51.00	\$10,335.00
100	415	LF	Trench Detail "L": See above description.	\$45.70	\$18,965.50	\$45.31	\$18,803.65	\$40.85	\$16,952.75	\$39.00	\$16,145.00	\$41.60	\$17,264.00
101	350	LF	UDH12-2 Cu: Consists of Labor and Materials necessary to install one (1) linear foot of two (2) runs of #12 THWN Copper wire in conduit. Wire to be installed in Streetlight Poles.	\$2.20	\$770.00	\$2.11	\$738.50	\$1.90	\$665.00	\$1.80	\$630.00	\$1.94	\$679.00
102	2965	LF	LDR 6-2 Cu: Consists of Labor and Materials necessary to install one (1) linear foot of two (2) runs of #6 THWN Copper wire in conduit.	\$2.45	\$10,174.25	\$2.36	\$9,928.80	\$2.05	\$8,924.10	\$2.00	\$5,930.00	\$2.08	\$9,101.40
103	3	EA	LDM-MH (5'x7'7"): Consists of Labor and Materials necessary to install one (1) 5' x 7' x 7" (interior dimensions) quick-set manhole. See Unit Drawing for installation guide (if necessary).	\$15,000.00	\$45,000.00	\$15,135.37	\$45,406.11	\$13,637.00	\$40,911.00	\$13,000.00	\$39,000.00	\$13,889.00	\$41,667.00
104	2475	LF	linear foot of one (1) one (1) inch, electrical grade schedule 40 PVC conduit, installed in place in a trench. This unit includes all PVC fittings, PVC 90 degree long sweep conduit elbows, connection materials, etc., required for installation of the conduit. This unit also includes the installation of a flat	\$1.25	\$3,093.75	\$1.20	\$2,970.00	\$1.08	\$2,671.50	\$1.00	\$2,475.00	\$1.10	\$2,722.50
105	7225	LF	linear foot of one (1) four (4) inch, electrical grade schedule 40 PVC conduit, installed in place in a trench. This unit includes all PVC fittings, PVC 90 degree long sweep conduit elbows, connection materials, etc., required for installation of the conduit. This unit also includes the	\$4.00	\$28,900.00	\$3.93	\$28,394.25	\$3.45	\$24,926.25	\$3.40	\$24,565.00	\$3.61	\$26,082.25
106	4545	LF	linear foot of one (1) six (6) inch, electrical grade schedule 40 PVC conduit, installed in place in a trench. This unit includes all PVC fittings, PVC 90 degree long sweep conduit elbows, connection materials, etc., required for installation of the conduit. This unit also includes the installation of a flat	\$7.65	\$34,739.25	\$7.43	\$33,709.25	\$6.70	\$30,451.50	\$6.30	\$28,632.50	\$6.82	\$31,096.90
<b>Subtotal</b>				<b>\$363,455.15</b>	<b>\$310,186.75</b>	<b>\$322,620.15</b>	<b>\$307,077.00</b>	<b>\$329,368.80</b>					
<b>Total Base Bid</b>				<b>\$2,488,465.10</b>	<b>\$2,363,478.97</b>	<b>\$2,493,100.85</b>	<b>\$2,595,499.35</b>	<b>\$2,526,036.20</b>					
<b>Alternate 1</b>				<b>\$82,600.00</b>	<b>\$68,959.20</b>	<b>\$23,364.00</b>	<b>\$23,305.00</b>	<b>\$76,700.00</b>					
<b>Alternate 2</b>				<b>\$89,880.00</b>	<b>\$75,036.96</b>	<b>\$25,422.20</b>	<b>\$25,259.00</b>	<b>\$83,660.00</b>					
<b>Total Including Alternates</b>				<b>\$2,660,945.10</b>	<b>\$2,507,475.13</b>	<b>\$2,541,888.05</b>	<b>\$2,644,163.35</b>	<b>\$2,636,396.20</b>					
<b>Bid Certification</b>				✓	✓	✓	✓	✓					
<b>Bid Bond</b>				✓	✓	✓	✓	✓					
<b>Addendum Acknowledged</b>				✓	✓	✓	✓	✓					

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE TAUBER AND STASNEY STREET REHABILITATION PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.**

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Tauber and Stasney Street Rehabilitation Project; and

WHEREAS, the selection of Dudley Construction, Ltd. is being recommended as the lowest responsible bidder for the construction services related to the Tauber and Stasney Street Rehabilitation Project ; now, therefore,

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

PART 1: That the City Council hereby finds that Dudley Construction, Ltd. is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Dudley Construction, Ltd. for \$2,507,475.13 for the labor, materials and equipment required for the improvements related the Tauber and Stasney Street Rehabilitation Project.

PART 3: That the funding for this Contract shall be as budgeted from the Water Capital Improvement Projects Fund, in the amount of \$219,086.14. That the funding for this Contract shall be as budgeted from the Wastewater Capital Improvement Projects Fund, in the amount of \$289,745.42. That the funding for this Contract shall be as budgeted from the Streets Capital Improvement Projects Fund, in the amount of \$1,905,444.51. That the funding for this Contract shall be as budgeted from the Electric Capital Improvement Projects Fund, in the amount of \$71,000.00. That the funding for this Contract shall be as budgeted from the General Government Capital Improvement Projects Fund in the amount of \$22,199.06.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

*Carla A. Robinson*  
\_\_\_\_\_  
City Attorney

**January 13, 2011**  
**Consent Agenda Item No. 2n**  
**Rock Prairie Road West Right of Way Analysis**  
**Professional Services Contract Change Order**  
**Project Number ST1025**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, P.E., Director of Public Works

**Agenda Caption:** Presentation, possible action and discussion for a change order to Professional Services Contract 10-126 with Kimley-Horn and Associates, Inc. for an increase in the amount of \$3,750.00 for the Rock Prairie Road West Right of Way (ROW) Analysis.

**Relationship to Strategic Goals:** Goal IV, Improving Multimodal Transportation.

**Recommendation(s):** Staff recommends approval of this Change Order.

**Summary:** Included in the 2008 Bond Election is a project to acquire additional right-of-way along Rock Prairie Road west of State Highway 6. The intent is to secure the right-of-way needed for additional travel lanes along Rock Prairie, so that in the future when TxDOT expands the grade separation at State Highway 6 and Rock Prairie Road, the City will be prepared to design and construct the necessary improvements along Rock Prairie Road to complement the new grade separation and improve traffic flow along the Rock Prairie Road corridor.

The purpose of this project is to analyze current and future traffic conditions along Rock Prairie Road in the area generally bounded by Normand Drive (west boundary), Ponderosa Road (north boundary), Stonebrook Drive (east boundary), and Graham Road (south boundary). The original scope of work included an update to the existing transportation model to include the Barron Road grade separation and new development in south College Station that may impact traffic patterns. The updated model will then be used to determine the number of travel lanes needed along Rock Prairie Road west of State Highway 6 to handle the anticipated traffic.

Staff is now requesting that the consultant update the model to include traffic data from the new Scott & White development, and run additional analysis to determine specifically when traffic conditions at this intersection will reach a Level of Service D. This additional effort is a change to the original scope for work and requires a change order.

**Budget & Financial Summary:** Change Order No. 1 will increase the contract amount by \$3,750.00 for a revised contract total of \$42,750.00. \$740,000 is budgeted for this project in the Streets Capital Improvement Projects Fund. A total of \$42,164 has been expended or committed to date, leaving a balance of \$697,836 for this change order and future expenses.

**Attachments:**

1. Location map
2. Change Order

# Rock Prairie Road West Project Area



CHANGE ORDER NO. 1 Contract # 10-126 DATE: December 20, 2010  
 P.O.# 100610 PROJECT: Rock Prairie Road West Traffic Analysis

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

**CONSULTANT:**  
 Kimley-Horn & Associates, Inc.  
 12700 Park Central Drive  
 Dallas, Texas 75271

Ph: (972) 770-1300  
 Fax: (972) 239-3820

**PURPOSE OF THIS CHANGE ORDER:**  
**A. Additional traffic counts were requested by the City in order to better quantify changes in traffic patterns brought on by new roadway infrastructure and development within the last several months. The analysis will better determine when traffic conditions will worsen to a point that will necessitate improvements to this section of Rock Prairie Road West using these new traffic counts.**  
 \*\*\*\*\*(Please use accounting information at end of this change order.)\*\*\*\*\*

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Traffic Counts	\$750.00	0.0	1.0	\$750.00
2	LS	Traffic Modeling/Analysis	\$3,000.00	0.0	1.0	\$3,000.00
					TOTAL	\$3,750.00

THE NET AFFECT OF THIS CHANGE ORDER IS A 9.62% INCREASE.

ORIGINAL CONTRACT AMOUNT	\$39,000.00	
Change Order No. 1	\$3,750.00	9.62% CHANGE
<b>TOTAL:</b>	<b>\$42,750.00</b>	<b>9.62% TOTAL CHANGE</b>

APPROVED

Scott R. Arnold 12/21/10  
 CONSULTANT ENGINEER Date

John C. Jones 12/21/10  
 CITY ATTORNEY Date

Samuel R. ... 12/21/10  
 DEPARTMENT DIRECTOR FOR CRG Date

\_\_\_\_\_  
 CHIEF FINANCIAL OFFICER Date

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

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

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

Item	Accounting Information	Original Contract	Change Order #1	Contract
1	Streets - ST 139-9111-971 30-10	\$39,000.00	\$3,750.00	\$42,750.00
<b>TOTAL</b>		<b>\$39,000.00</b>	<b>\$3,750.00</b>	<b>\$42,750.00</b>

**January 13, 2011**  
**Consent Agenda Item No. 2o**  
**Memorandum of Understanding**  
**Texas Department of Transportation & City of College Station**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, P.E., Director of Public Works

**Agenda Caption:** Presentation, possible action and discussion on a resolution for a Memorandum of Understanding (MOU) between the City of College Station and the Texas Department of Transportation (TxDOT) adopting TxDOT's federally-approved Disadvantaged Business Enterprise Program (DBE) for projects that receive federal funds.

**Relationship to Strategic Goals:** Goal IV, Improving Multi-Modal Transportation.

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

**Summary:** The City Council is being asked to consider a resolution for a MOU with TxDOT, for any construction project that is funded either partially or completely with federal funds. As a sub-recipient of federal funds, TxDOT requires the City to implement a federally-approved Disadvantaged Business Enterprise (DBE). TxDOT requires the City to adopt DBE Program Guidelines, or as an alternative, the City can adopt the TxDOT Program that is already federally-approved. This MOU would allow the City to utilize TxDOT's DBE Program on all transportation or multimodal projects that are federally funded through the State.

If adopted the City would have DBE goals set by the State on any construction project that is partially or completely funded with federal dollars. Currently, the City has only one project nearing construction that is federally funded.

**Attachments:**

- 1.) Memorandum of Understanding including attachments – On file in the City Secretary's Office.
- 2.) Resolution

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, ALLOWING THE MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF COLLEGE STATION ADOPTING THE TEXAS DEPARTMENT OF TRANSPORTATION'S FEDERALLY-APPROVED DISADVANTAGED BUSINESS ENTERPRISE PROGRAM.

WHEREAS, the City Council of the City of College Station, Texas, supports the City plan to adopt the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise Program; 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 Memorandum of Understanding.
- PART 2: That the City Council hereby approves the Mayor signing the Memorandum of Understanding.
- PART 3: That this resolution shall take effect immediately from and after its passage.

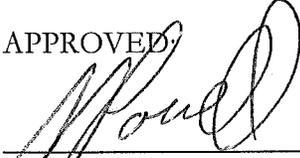
ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2011.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:  
  
\_\_\_\_\_  
City Attorney

**January 13, 2011  
Consent Agenda Item No. 2p  
Groundwater Well No. 8  
Construction Contract Change Order  
Project Number WF1097966**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, P.E., Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion regarding a change order to decrease Construction Contract 09-267 by \$58,250. This contract between Alsay, Inc. and the City of College Station is for the construction of groundwater well number 8.

**Relationship to Strategic Goals:** Goal I, Financially Sustainable City Providing Response to Core Services and Infrastructure.

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

**Summary:** This project includes the construction and full development of groundwater well number 8, including the pump, motor, discharge piping and controls. The construction work is substantially complete, and this change order is necessary to close out the construction contract. This change order will make the final adjustments to the quantities included in the bid form to reflect the work actually completed and/or equipment installed.

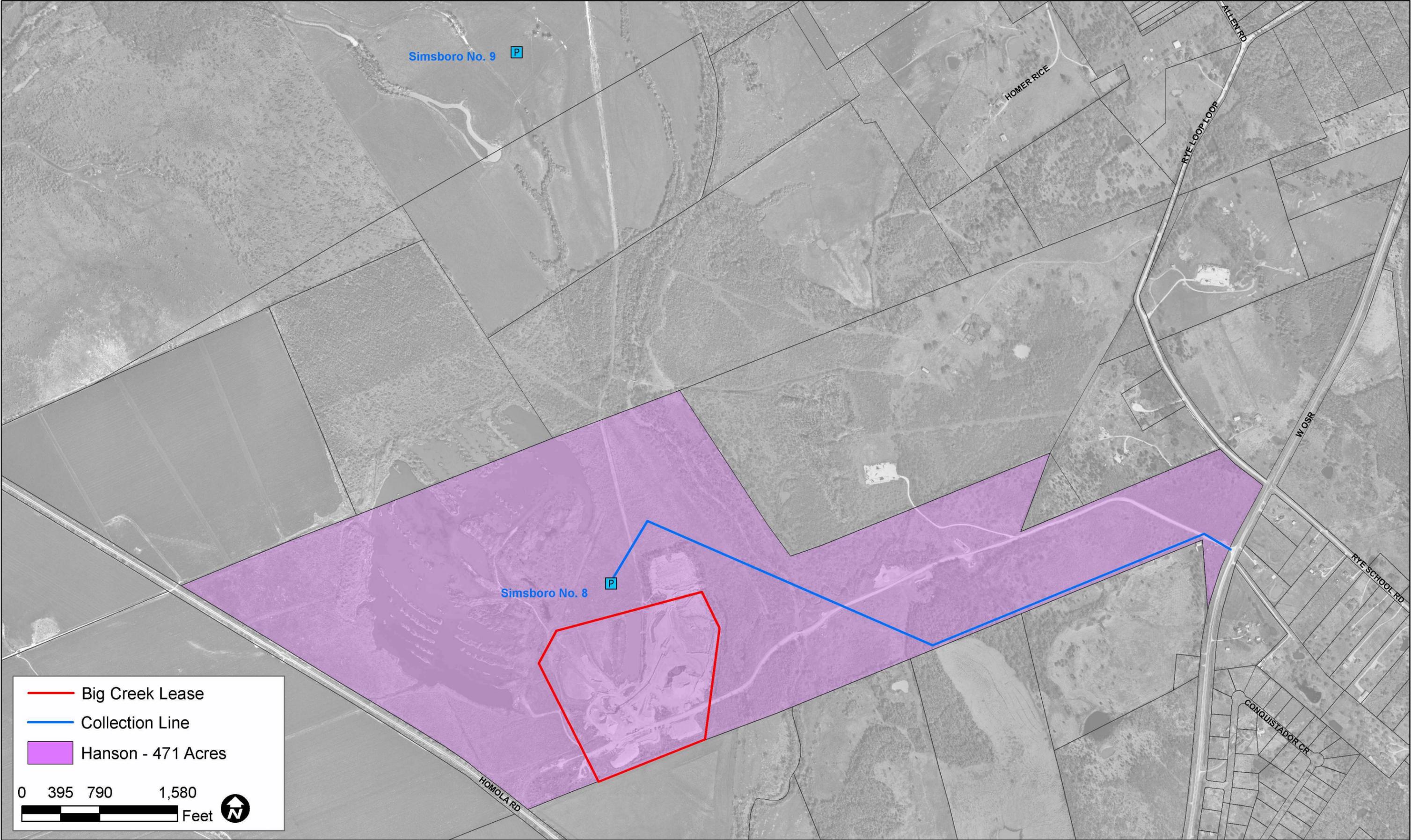
Secondly, we are assessing a penalty for late completion of this project. Item 7 is for execution of Paragraph 23 of the City of College Station Standard Form of Construction Agreement assessing Liquidated Damages for each calendar day the project is not completed after the agreed upon substantial completion date. This project was deemed substantially complete 173 days after the agreed upon date included in the construction contract.

Finally, there is one additional item to add to the contract, item 8 is to compensate the contractor for disinfecting the existing Well 8 Collection Line prior to adding Well No. 8 to the City's production system.

**Budget & Financial Summary:** Change Order No. 3 will decrease the contract amount by \$58,250 for a revised contract total of \$2,270,250. The current budget for this project is \$3,207,954. Funds in the amount of \$2,882,813 have been expended or committed to date. Project budget not expended will be reprogrammed to future Water CIP projects.

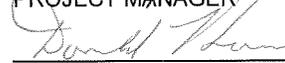
**Attachments:**

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



— Big Creek Lease  
— Collection Line  
■ Hanson - 471 Acres

0 395 790 1,580  
Feet 

<b>CHANGE ORDER NO. 3</b>		Contract No. 09-267	DATE:1/13/11			
P.O.# 091286 PROJECT: Well No. 8, Project No. WSWOC						
<b>OWNER:</b> City of College Station P.O. Box 9960 College Station, Texas 77842		<b>CONTRACTOR:</b> Alsay, Inc. 6615 Gant St. Houston, Texas 77066 Ph: (713) 444-6960 Fax: (713) 444-7081				
<b>PURPOSE OF THIS CHANGE ORDER:</b> A. Additional well development not used, Alternate A.7 B. Additional pumping test not used, Alternate A.8 C. 20-foot assembly including column pipe, enclosing tube, and line-shaft not used, Alternate A.9 D. 10-foot assembly including column pipe, enclosing tube, and line-shaft not used, Alternate A.10 E. Additional pump bowl stage not used, Alternate A.11 F. 500 hp motor unit, motor starter, motor controls and electrical wiring not used, Alternate A.12 G. Liquidated Damages F. Well 8 Collection Line Disinfection						
ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	HR	Additional well development	\$200.00	50	0	(\$10,000.00)
2	HR	Additional pumping test	\$250.00	5	0	(\$1,250.00)
3	LS	Furnish and install 20-foot assembly including column pipe, enclosing tube, and line-shaft	\$2,000.00	1	0	(\$2,000.00)
4	LS	Furnish and install 10-foot assembly including column pipe, enclosing tube, and line-shaft	\$1,000.00	1	0	(\$1,000.00)
5	EA	Additional pump bowl stage	\$3,000.00	1	0	(\$3,000.00)
6	LS	Increase from 450 hp motor to 500 hp motor	\$11,000.00	1	0	(\$11,000.00)
7	DAY	Liquidated Damages	(\$200.00)	0	173	(\$34,600.00)
8	LS	Chlorinate Well 8 Collection Line	\$4,600.00	0	1	\$4,600.00
					<b>TOTAL</b>	<b>(\$58,250.00)</b>
THE NET AFFECT OF THIS CHANGE ORDER IS A -2.57% INCREASE.						
ORIGINAL CONTRACT AMOUNT			\$2,236,250.00			
Change Order No. 1			\$91,500.00	4.09%	CHANGE	
Change Order No. 2			\$750.00	0.03%	CHANGE	
Change Order No. 3			(\$58,250.00)	-2.57%	CHANGE	
REVISED CONTRACT AMOUNT			\$2,270,250.00	1.56%	TOTAL CHANGE	
ORIGINAL CONSTRUCTION CONTRACT TIME			235			
ConstructionTime Extension No. 1 (Rain Days)			5 Days			
ConstructionTime Extension No. 2 (Rain Days)			5 Days			
Revised Contract Construction Time			245			
SUBSTANTIAL COMPLETION DATE			05/21/10			
Revised Substantial Completion Date 1			05/26/10			
Revised Substantial Completion Date 2			05/31/10			
<b>APPROVED</b>						
		12/13/10	CHIEF FINANCIAL OFFICE		DATE	
CONSTRUCTION CONTRACTOR		DATE				
		12/17/10	CITY MANAGER		DATE	
PROJECT MANAGER		DATE				
		12/17/10			12/14/10	
DEPARTMENT DIRECTOR <small>FIR CRG</small>		DATE	CONSULTANT ENGINEER		DATE	
		DATE	MAYOR		DATE	
LEGAL DEPARTMENT		DATE				
CITY SECRETARY		DATE				

**January 13, 2011**  
**Consent Agenda Item No. 2q**  
**Barron Road Temporary Speed Limit Reduction**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, P.E., Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion on an ordinance temporarily amending Chapter 10, Section 3E (2)(i)(29), of the College Station Code of Ordinances by changing the posted speed limit on the section of Barron Road between Decatur Drive and William D. Fitch Parkway (SH 40) to 35 mph for the duration of City's construction project of Barron Road.

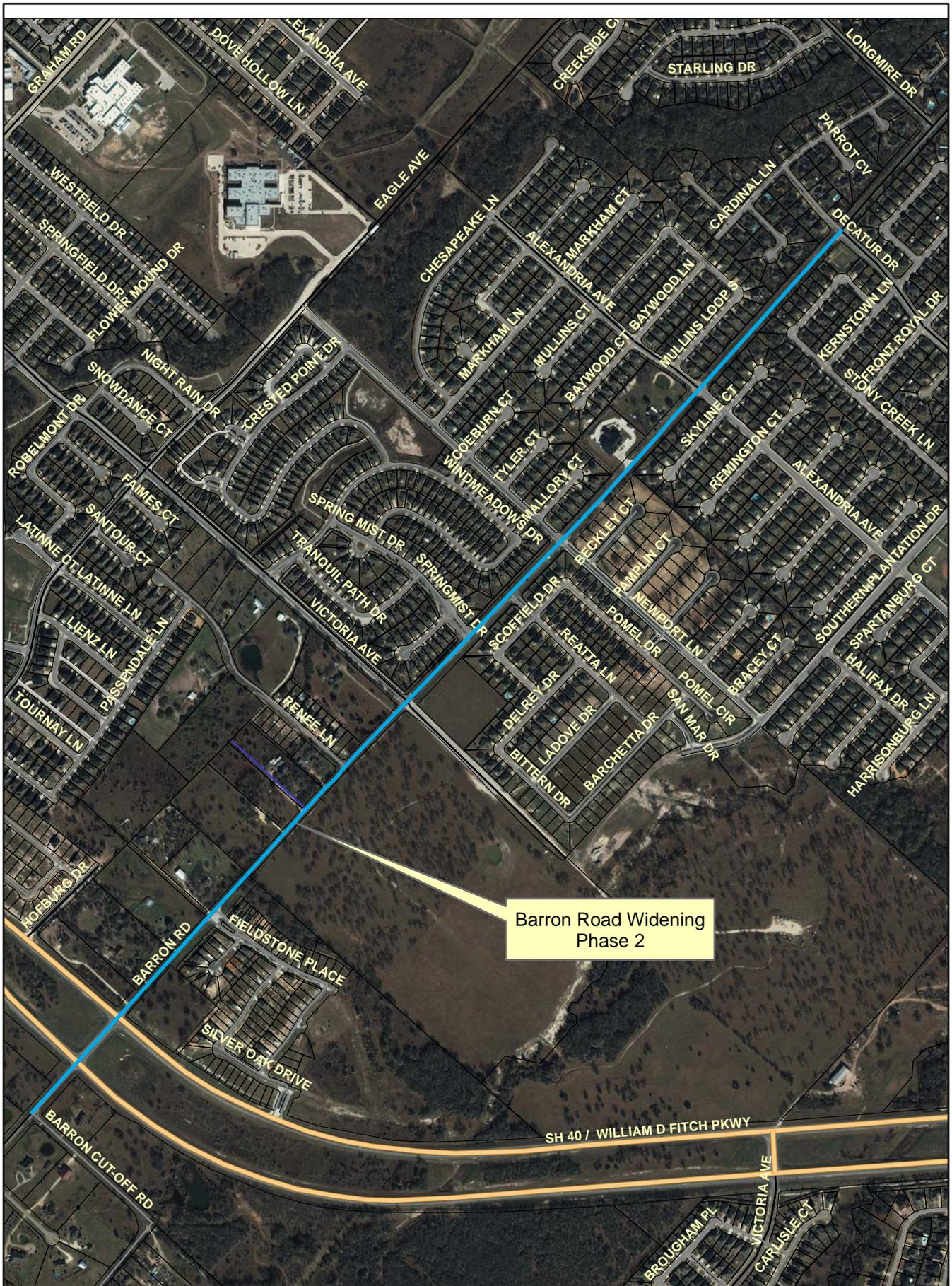
**Recommendation(s):** Staff recommends approval of the ordinance amendment.

**Summary:** The City is widening Barron Road between Decatur Drive and William D. Fitch Parkway (SH 40) from a two-lane roadway to a four-lane facility with a raised median. To improve safety of the construction crews in the area, a temporarily speed limit reduction from 45 mph to 35 mph is recommended. The construction speed zone is temporary, and becomes effective 10 days from the date of passage of the ordinance. The construction speed zone will expire after construction is complete.

**Budget & Financial Summary:** No additional costs are anticipated.

**Attachments:**

1. Location Map
2. Ordinance



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

AN ORDINANCE TEMPORARILY AMENDING CHAPTER 10, "TRAFFIC CODE", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING SECTION 3 (E) (2) (i) (29) AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 10, "Traffic Code" Section 3 (E) (2) (i) (29), of the Code of Ordinances of the City of College Station, Texas, be temporarily amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Hundred Dollars (\$200.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station and expires when the Barron Road Widening Phase II Project is complete.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:

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

**EXHIBIT "A"**

That Chapter 10, "Traffic Code", Section 3, "Speed Limits", of the Code of Ordinances of the City of College Station, Texas, is hereby temporarily amended, by amending paragraph (2) (i) (29), as set out hereafter to read as follows:

Barron Road, for traffic moving northeast and southwest, the speed limit shall be forty-five (45) miles per hour from the intersection of Barron Road and FM 2154 (Wellborn Road) to the intersection of SH 40 (William D. Fitch Parkway), thirty-five (35) miles per hour from the intersection of Barron Road and SH 40 to the intersection of Decatur Drive, forty-five (45) miles per hour from the intersection of Barron Road and Decatur Drive to the intersection of SH 6 East Frontage Road.

**January 13, 2011  
Consent Agenda Item No 2r  
Annual Purchase of Auto Parts, Shop Equipment and Services**

**To:** Glenn Brown, City Manager  
**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Presentation, possible action, and discussion on approving an annual blanket purchase order for the purchase of auto parts, shop equipment and services from NAPA Auto Parts (College Station, TX) through the Purchasing Solutions Alliance (PSA) contract for the amount of \$110,000.00.

**Relationship to Strategic Goals:** Goal I.1. Spending taxpayer money efficiently

**Recommendation(s):** Staff recommends approval of an annual blanket purchase order to purchase various auto parts, shop equipment and related services from NAPA Auto Parts through the Purchasing Solutions Alliance (PSA) contract (#09-102). The estimated annual expenditure of \$110,000.00 is based on the average amount spent on automotive and truck parts since January 2010 and the anticipated needs for new vehicles being added to inventory this fiscal year.

**Summary:** NAPA Auto Parts is the local (College Station, TX) PSA contract dealer for auto parts, shop equipment and services. PSA is a purchasing cooperative for public agencies. All products and services available for purchase through PSA contracts have been competitively bid and awarded and satisfy any State law requirements relating to competitive bids or proposals. This agreement is for a one-year term beginning January 15, 2011 through January 14, 2012 with three (3) renewal options available thereafter.

**Budget & Financial Summary:** Purchases of auto parts are made through an inventory account as budgeted and available in the Fleet Maintenance Funds. Charges are made to the various departments for vehicle maintenance based on the average annual cost for each piece of equipment.

**Attachments:**  
Summary of PSA Contract #09-102

# Purchasing Solutions Alliance



*a purchasing cooperative for public agencies*

## PSA Contract No. 09-102 Auto Parts, Shop Equipment and Services



**Vendor POC:** NAPA Auto Parts  
**Tom Parlow, President**  
2144 Harvey Mitchell Parkway South  
College Station, Texas 77845  
Phone: 979-696-6272  
Toll free: 877-661-6272  
Email: [tom@napatexas.com](mailto:tom@napatexas.com)

**Contract Term:** 12.14.2009 through 12.13.2011. Three - 1 year Extensions Available.

**Delivery:** 1. F.O.B. to customer's destination, full freight allowed. Deliveries within 10 miles of a NAPA facility are made within 1 hour of the time order is received and during normal business hours for in-stock parts. For customers who are more than 10 miles from a NAPA facility but less than 30 miles, receive same day delivery on in-stock parts.

**Or**

2. F.O.B. to customer's destination, full freight allowed. Deliveries greater than 30 miles are shipped via UPS ground or other Common Carrier. Orders less than \$300 will be charged actual UPS or Common Carrier freight cost.

**Or**

3. Freight costs will be applied to parts/equipment that are not stocked within NAPA local stores and have to be assigned to one of NAPA's distribution centers.

**Pricing:** Discount from NAPA's Nationally Published Electronic Internet Price List.

**Ordering:** PSA Members may place orders via phone, fax, email or through the NAPA online ordering system. PSA Members are granted access to this site by contacting the NAPA representative listed above.

**Returns:** Any NAPA product that is new and in sellable condition can be returned at anytime without any restocking fees. Items that are used and found to be unsatisfactory to an End User for any reason are returnable during the manufactures warranty period for a free replacement.

**January 13, 2011  
Consent Agenda Item No. 2s  
Reimbursement Resolution for  
Fire Department Vehicle Purchase**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt for the purchase of Fire Department vehicles.

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

**Summary:** As part of the FY11 budget approval process, and in accordance with the vehicle replacement policy, Council approved the purchase of four Fire Department vehicles. These vehicles include:

- One fire engine replacement
- One ladder truck replacement
- One new engine for Fire Station #6
- One new ambulance for Fire Station #6

Long term debt will be used to fund a portion of the cost of three of these vehicles. The vehicles will be purchased through the BuyBoard. A purchase order for three of the four vehicles will be issued following approval by Council of this resolution. Long term debt will be used to fund a portion of the cost of two of the vehicles included on the PO. The third vehicle included on the PO will be paid for with funds set aside in the Equipment Replacement Fund. Long term debt will also be used to fund a fourth vehicle that will be ordered at a later date. On purchases for which the expenditures will occur prior to the debt issue, a resolution declaring intention to reimburse certain expenditures with proceeds from debt must be adopted within 60 days of expenditure.

As the estimated production time for these vehicles is 10-12 months, it is likely that the debt will have been issued prior to the expenditure. This resolution is being brought forward in the event the debt issue is delayed or production is quicker than anticipated.

**Budget & Financial Summary:** The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because the long term debt has not been issued for the purchase of these vehicles. This debt is scheduled to be issued later this fiscal year.

**Attachments:**

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

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

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH  
PROCEEDS FROM DEBT

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

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

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

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$2,000,000, for the purpose of paying the aggregate costs of the Project.

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

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

PASSED AND APPROVED THIS 13th DAY OF JANUARY, 2011.

\_\_\_\_\_  
Nancy Berry, Mayor

ATTEST:

\_\_\_\_\_  
Sherry Mashburn, City Secretary

(Seal)

APPROVED:

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

---

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

Exhibit "A"

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

Purchase of Fire Department Vehicles including Ladder Truck, Engine and Ambulance

**January 13, 2011**  
**Consent Agenda Item No. 2t**  
**Annual Price Agreement for Auto and Truck Tires**

**To:** Glenn Brown, City Manager  
**From:** Jeff Kersten, Chief Financial Officer

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

**Relationship to Strategic Goals:** Goal I.1. Spending taxpayer money efficiently

**Recommendation(s):** Staff recommends approval to purchase auto and truck tires from Pilger's Tire & Auto Center through the Texas Multiple Awards Schedule (TXMAS) Contract (#TXMAS-7-26120-40). The estimated annual expenditure of \$135,000.00 is based on the average amount spent on auto and truck tires since January 2010 and the anticipated needs for new vehicles being added to inventory this fiscal year.

**Summary:** Pilger's Tire & Auto Center is the local (College Station, TX) TXMAS contract dealer for auto and truck tires. TXMAS contracts are developed from contracts that have been competitively bid and awarded by the federal government or any other governmental entity of any state. The contracts offer access to multiple vendors providing commodities and services at the most favored customer prices. Texas Government Code §2155.504, *Use of Schedule by Government Entities*, states that a State agency or local government may purchase goods or services directly from a vendor under a contract listed on a schedule developed under this subchapter. A purchase authorized by this section satisfies any requirement of State law relating to competitive bids or proposals. This agreement is for a one-year term beginning February 1, 2011 through January 31, 2012.

**Budget & Financial Summary:** Funds are available and budgeted in the Fleet Maintenance fund which is funded by all other departments.

**Attachments:**  
Summary of TXMAS Contract #7-261020-40



**PILGER'S TIRE & AUTO CENTER**  
**Contract [TXMAS-7-261020-40](#)**

Dealer for:

**BRIDGESTONE FIRESTONE N.A. TIRE, LLC**

**[On-Line Catalog/Order Processing](#)**

**TIRES, PNEUMATIC (NEW), FOR PASSENGER, LIGHT TRUCK, MEDIUM TRUCK, AND BUS, AND RETREAD SERVICES**

Corporate Office: BRIDGESTONE FIRESTONE N.A. TIRE, LLC 535 MARRIOTT DRIVE NASHVILLE TN 37214 USA	Delivery: 30 DAYS ARO
Send PO to: PILGER'S TIRE & AUTO CENTER 400 E. UNIVERSITY DRIVE COLLEGE STATION TX 77840 USA Vendor ID: 17418726752	FOB Point: DESTINATION
Invoice From: PILGER'S TIRE & AUTO CENTER 400 E. UNIVERSITY DRIVE COLLEGE STATION TX 77840 USA Vendor ID:	Terms: NET 30 DAYS
	Remit To: PILGER'S TIRE & AUTO CENTER 400 E. UNIVERSITY DRIVE COLLEGE STATION TX 77840 USA Vendor ID:
	Vendor ID: 17418726752
	Business Type: Small
	DUNS #:
	Effective: 1/19/2007
	Expires: 12/20/2011

**CONTACT: WILLIE HESS**  
 Phone 979-696-1729  
[WILLIE@PILGERSTIRE.COM](mailto:WILLIE@PILGERSTIRE.COM)

**Effective Date:** This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 1/19/2007 through 12/20/2011 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-30F-0009T.

**Placement of Orders:** Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use either a departmental purchase order or the contractor's on-line ordering system to place orders.

Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

**Order Limitation:**

Minimum Order: 1 TIRE

Maximum Order: N/A

**Approved Products/Services:** Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

**State Contracts:** All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

**Payment Due Date:** Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

**Special Note:** The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

**January 13, 2011  
Consent Agenda Item No. 2u  
Annual for Wire and Cable**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Presentation, possible action, and discussion on a bid award for the annual agreement for wire and cable to be stored in inventory as follows: Techline \$628,385.00; KBS \$58,950.00; and Wesco \$5,580.00. Total estimated annual expenditure is \$692,915.00.

**Relationship to Strategic Goals:** Goal I.1. Spending taxpayer money efficiently

**Recommendation(s):** Recommend award to the lowest responsible bidder meeting specifications as shown below.

I.	Techline	\$628,385.00
II.	KBS	\$ 58,950.00
III.	Wesco	\$ 5,580.00

**Summary:** These purchases will be made as needed during the term of the agreement. The various electric wire and cable are maintained in Electrical Inventory in an inventory account and expensed as necessary during the agreement period. The purchasing agreement period shall be for one (1) year with the option to renew for two additional one year terms.

**Budget & Financial Summary:** Nine (9) sealed, competitive bids were received and opened on December 1, 2010. Two of the vendors did not provide adequate information to evaluate their bids. Funds are budgeted and available in the Electrical Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

**Attachments:** Bid Tabulation No. 11-15



Item	Description	Qty	7c/line		10c		Priest-Mohr & Watson		Stuart C/100		Wesco - Bid 1		Wesco - Bid 2		HD Utilities - Bid 1		HD Utilities - Bid 2		HD Utilities - Bid 3	
			unit price	total price	unit price	total price	unit price	total price	unit price	total price	unit price	total price	unit price	total price	unit price	total price	unit price	total price	unit price	total price
Item 1	URD Distribution Cable 1000 MCM, 90 Degree C	100,000	\$ 2.05	\$ 205,000.00	\$ 2.24	\$ 224,000.00	\$ 2.81	\$ 281,000.00	\$ 2.39	\$ 239,000.00	\$ 2.39	\$ 239,000.00	\$ 2.30	\$ 230,000.00	\$ 2.40	\$ 240,000.00	\$ 1.97	\$ 197,000.00	\$ 2.32	\$ 232,000.00
	Inventory #280-080-00001																			
	Manufacturer		Prysmian 3014385		General Cable/110FA220EFPMP5I3RS		Kerite 111F15-31200		Southwire 1/0-19 AL 15KV		Southwire 1/0 19MB AL 15KV 133% EPR		General Cable		Southwire 61.61.32.01		Okonite 163-23-3072		General Cable	
	Delivery		8-10 weeks		6-8 weeks		11 weeks		6-8 weeks		6-8 weeks		13-14 weeks		6 weeks		5 weeks		6 weeks	
	Metals Week (date)		30-Nov-10		30-Nov-10		See note below		October average		At time of shipment		At time of shipment		29-Nov-10		29-Nov-10		29-Nov-10	
	CU/ft		0.1079		0.109				0.112		0.11		0.343		Incomplete		Incomplete		Incomplete	
	CU/ft		0.7997		0.816				0.818		0.815		1.195		Incomplete		Incomplete		Incomplete	
	Material & Profit		1.1424		1.31				1.46		1.465		0.762		Incomplete		Incomplete		Incomplete	
	Total Unit Price		\$ 2.05		\$ 2.24			\$ 2.39		\$ 2.39		\$ 2.30		\$ 2.40		\$ 1.97		\$ 2.32		\$ 2.32
Item 2	URD Distribution Cable 1000 MCM, 105 Degree C	50,000	\$ 7.50	\$ 375,000.00	\$ 9.70	\$ 485,000.00	\$ 10.82	\$ 541,000.00	\$ 7.80	\$ 390,000.00	\$ 7.88	\$ 394,000.00		\$ -	\$ 7.95	\$ 397,500.00	\$ 7.46	\$ 373,000.00		\$ -
	Inventory #280-080-00016												No bid						No bid	
	Manufacturer		Prysmian 303673A		Kerite 111F15-31200		Kerite 190F15-C3200		Southwire G1 AL 15KV		Southwire 1000-61 AL		Southwire 20007344		Okonite 162-23-3099					
	Delivery		8-10 weeks		11 weeks		11 weeks		6-8 weeks		6-8 weeks		6 weeks		5 weeks					
	Metals Week (date)		30-Nov-10		23-Nov-10		See note below		October average		At time of shipment		At time of shipment		29-Nov-10					
	CU/ft		1.027		1.059				1.051		1.051				Incomplete		Incomplete		Incomplete	
	CU/ft		2.613		2.528				2.585		2.58				Incomplete		Incomplete		Incomplete	
	Material & Profit		3.86		6.113				4.161		4.279				Incomplete		Incomplete		Incomplete	
	Total Unit Price		\$ 7.50		\$ 9.70			\$ 7.80		\$ 7.80		\$ 7.9120		\$ -	\$ 7.95		\$ 7.46		\$ -	
Item 3	URD Triplex Cable, 2/0 AWG	40,000	\$ 0.91	\$ 36,400.00	\$ 0.93	\$ 37,200.00			0.99	\$ 39,600.00	0.993	\$ 39,720.00	0.95	\$ 38,000.00	1	\$ 40,000.00			0.96	\$ 38,400.00
	Inventory #280-080-00002																			
	Manufacturer		Prysmian/Converse		General/Converse				Southwire 2/0 Triplex Converse		Southwire 2/0 Str AL 6001 UD		General Cable Converse		Southwire Converse HS10002				General Cable Converse XL1000R	
	Delivery		2-4 weeks		2-3 weeks				Stock - 6 weeks		6 weeks		Stock-6 weeks		6 weeks				12-14 weeks	
	Metals Week (date)		30-Nov-10		30-Nov-10				October average		At time of shipment		At time of shipment		29-Nov-10					
	CU/ft		0.3578		0.362				0.3723		0.37		0.362		?				Incomplete	
	CU/ft		0		0				0		0		0		?				Incomplete	
	Material & Profit		0.552		0.568				0.6177		0.623		0.588		?				Incomplete	
	Total Unit Price		\$ 0.91		\$ 0.93			\$ -	0.99		0.993		0.95		?		\$ -		Incomplete	
Item 4	URD Single Conductor Service Cable, 350MCM	15,000	\$ 0.799	\$ 11,985.00	\$ 2.10	\$ 31,500.00			0.96	\$ 14,400.00	0.967	\$ 14,505.00	2.15	\$ 32,250.00	0.98	\$ 14,700.00			2.15	\$ 32,250.00
	Inventory #280-080-00006																			
	Manufacturer		Alcan/Rutgers		General/Wesleyan				Southwire 350 Rutgers		Southwire STR AL 95 MKS		General Cable Wesleyan		Southwire Rutgers HS1000R				General Cable Wesleyan HS1000R	
	Delivery		5-7 weeks		2-3 weeks				6 weeks		Stock-6 weeks		At time of shipment		6 weeks				12-14 weeks	
	Metals Week (date)		30-Nov-10		30-Nov-10				October average		At time of shipment		At time of shipment		29-Nov-10					
	CU/ft		0.3581		0.942				0.3687		0.368		0.9418		?				Incomplete	
	CU/ft		0		0				0		0		0		?				Incomplete	
	Material & Profit		0.4409		1.158				0.5913		0.599		1.208		?				Incomplete	
	Total Unit Price		\$ 0.799		\$ 2.100			\$ -	0.96		0.967		2.1498		?		\$ -		Incomplete	
Item 5	URD Single Conductor Service Cable, 500 MCM	15,000	1.07	\$ 16,050.00	1.05	\$ 15,750.00			1.20	\$ 18,000.00	1.211	\$ 18,165.00	1.07	\$ 16,050.00	1.22	\$ 18,300.00			1.08	\$ 16,200.00
	Inventory #280-080-00007																			
	Manufacturer		Prysmian/Emory		General/Emory				Southwire 500-37 Emory		Southwire 500-37 AL 95 MIL		General Cable Emory		Southwire Emory HS 1000R				General Cable Emory XLD 1000R	
	Delivery		4-6 weeks		6-8 weeks				6 weeks		6 weeks		8-9 weeks		6 weeks				8 weeks	
	Metals Week (date)		30-Nov-10		Alum MW US Transactions Weekly				October average		At time of shipment		At time of shipment		29-Nov-10					
	CU/ft		0.5116		0.515				0.5267		0.524		0.5143		Incomplete				Incomplete	
	CU/ft		0		0				0		0		0		Incomplete				Incomplete	
	Material & Profit		0.5584		0.535				0.6733		0.687		0.5557		Incomplete				Incomplete	
	Total Unit Price		\$ 1.070		\$ 1.050			\$ -	1.20		1.211		1.07		Incomplete		\$ -		?	
Item 6	477 MCM, AAC	60,000	0.79	\$ 47,400.00	0.72	\$ 43,200.00			0.79	\$ 47,400.00	0.795	\$ 47,700.00	0.74	\$ 44,400.00	0.8	\$ 48,000.00			0.74	\$ 44,400.00
	Inventory #280-058-00017																			
	Manufacturer		Alcan/Cosmos		General/Cosmos				Southwire 477 AAC Cosmos		Southwire Cosmos		General Cable Cosmos		Southwire Cosmos 8800R				General Cable Cosmos 8800R	
	Delivery		5-7 weeks		6-9 weeks				Stock - 10 weeks		Stock - 10 weeks		6 weeks		6 weeks				8 weeks	
	Metals Week (date)		30-Nov-10		Alum MW US Transactions Weekly				October average		At time of shipment		At time of shipment		29-Nov-10					
	CU/ft		0.5138		0.491				0.5025		0.50		0.49		Incomplete				Incomplete	
	CU/ft		0		0				0		0		0		Incomplete				Incomplete	
	Material & Profit		0.2762		0.229				0.2875		0.295		0.25		Incomplete				Incomplete	
	Total Unit Price		\$ 0.790		\$ 0.72			\$ -	0.79		0.795		0.74		Incomplete		\$ -		?	
Item 7	#2 Copper, 7 stranded	5,000	1.45	\$ 7,250.00	1.38	\$ 6,900.00			1.160	\$ 5,800.00	1.116	\$ 5,580.00		\$ -	1.18	\$ 5,900.00				\$ -
	Inventory #280-016-00011																			
	Manufacturer		Nehring #25tr-TRW-CU		Alan Wire #275TR Riser				Southwire 2-7 Riser Wire		Southwire 2-7 SD CU Poly				Southwire 2CUSOLURiser1000R				No bid	
	Delivery		2-3 weeks		3 weeks				6 weeks		6 weeks				6 weeks				No bid	
	Metals Week (date)		30-Nov-10		Copper AMM-COMEX Daily				October average		At time of shipment		At time of shipment		29-Nov-10					
	CU/ft		0		0				0		0		0		Incomplete				Incomplete	
	CU/ft		0.7847		0.785				0.7884		0.788		0.788		Incomplete				Incomplete	
	Material & Profit		0.6653		0.595				0.3716		0.328		0.328		Incomplete				Incomplete	
	Total Unit Price		\$ 1.450		\$ 1.380			\$ -	1.16		1.116		\$ -		Incomplete		\$ -		\$ -	
	Total Items 1-7			\$ 699,085.00		\$ 843,550.00		\$ 822,000.00		\$ 754,200.00		\$ 758,670.00		\$ 360,700.00		\$ 764,400.00		\$ 570,000.00		\$ 363,250.00
	PM&N Bid copper & aluminum by the pound																			
	HD Supply Bid copper & aluminum by the pound - No basis for implementing the escalation/de-escalation option																			

**January 13, 2011**  
**Consent Agenda Item No. 2v**  
**Credit Card Service Fees**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Presentation, possible action, and discussion to adopt an ordinance allowing the imposition of service fees for credit card payments.

**Relationship to Strategic Goals:** Goal I.2. Those who benefit from services should pay

**Recommendation(s):** None.

**Summary:** Council has requested to be kept informed of the rising cost of credit card fees. The City of College Station has absorbed processing fees since September 2001. As more and more customers pay by credit, debit and other electronic means, our credit card processing fees have increased. This item is intended to make the Council aware of the increased cost of accepting credit cards and discuss opportunities to offset these costs.

**Budget & Financial Summary:** Currently, credit card processing expenses are budgeted in General Fund, Court Technology Fund, Hotel Tax Fund, Northgate Parking Fund and Utility Customer Service Fund.

**Attachments:**

1. Ordinance authorizing the imposition of services fees for credit card payments

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

AN ORDINANCE AMENDING CHAPTER 14, "SERVICE FEES" BY ADDING SECTION 7 "SERVICE FEES FOR CREDIT CARD PAYMENTS", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

**PART 1:** That CHAPTER 14, "SERVICE FEES" be amended BY ADDING SECTION 7 "SERVICE FEES FOR CREDIT CARD PAYMENTS", of the Code of Ordinances of the City of College Station, Texas, as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

**PART 3:** That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

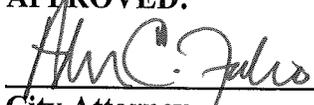
APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:

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

**EXHIBIT "A"**

That **CHAPTER 14, "SERVICE FEES" SECTION 7 "SERVICE FEES FOR CREDIT CARD PAYMENTS"**, be added to the Code of Ordinances of the City of College Station, Texas and is to read as follows:

**A. AUTHORIZATION FOR SERVICE FEE**

1. In the collection of fees, fines, court costs, and other charges the City may:
  - a. Accept payment by credit card for a fee, fine, court cost, or other charge; and
  - b. Collect a fee for processing the payment by credit card.

**B. SERVICE FEE ESTABLISHED**

1. The fee for a payment by a card for a fee, fine, court cost, or other charge shall be set at \$3.00 per transaction.

**January 13, 2011**  
**Consent Agenda Item No. 2w**  
**Municipal Court Special Expense Fee**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Presentation, possible action, and discussion to adopt an ordinance establishing a Special Expense Fee pursuant to Article 45.203(c) of the Texas Code of Criminal Procedures.

**Relationship to Strategic Goals:** Goal I.5. Develop revenue streams independent of the General Fund.

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

**Summary:** Approval of this ordinance would allow the Municipal Court to assess a Special Expense Fee of \$25.00 that may be collected for execution of a warrant for failure to appear or violate a promise to appear. The money collected under this section shall be paid into the municipal treasury for the use and benefit of the City.

**Budget & Financial Summary:** The fee authorized is twenty five dollars (\$25.00). The fee would provide an estimated \$33,000 annually.

**Attachments:**

1. Ordinance authorizing a Municipal Court Special Expense Fee

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

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE" BY ADDING SECTION 13 "MUNICIPAL COURT SPECIAL EXPENSE FEE", TO THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

**PART 1:** There is hereby created and established a **SPECIAL EXPENSE FEE**. That **CHAPTER 10, "TRAFFIC CODE"** be amended **BY ADDING SECTION 13 "MUNICIPAL COURT SPECIAL EXPENSE FEE"**, to the Code of Ordinances of the City of College Station, Texas, as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

**PART 3:** That this Ordinance becomes effective immediately upon passage by the City Council.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

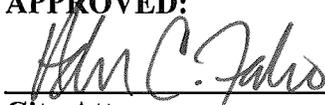
**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

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

**APPROVED:**

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

**EXHIBIT "A"**

That **CHAPTER 10, "TRAFFIC CODE" SECTION 13 "MUNICIPAL COURT SPECIAL EXPENSE FEE"**, be added to the Code of Ordinances of the City of College Station, Texas and is to read as follows:

**SECTION 13: MUNICIPAL COURT SPECIAL EXPENSE FEE**

**A. Special Expense Fee.** Pursuant to Article 45.203 (c) of the Texas Code of Criminal Procedure, as amended, a Special Expense Fee is established.

**B. Authorization for Fee.** A special expense fee will be collected after the Municipal Court gives due notice of a special expense fee, not to exceed \$25.00, for the issuance and service of a warrant of arrest for an offense under § 38.10 of the Penal Code or §543.009 of the Transportation Code.

**C. Use of Money Collected.** The money collected under section shall be paid into the municipal treasury for the use and benefit of the City.

**January 13, 2011**  
**Consent Agenda Item No. 2x**  
**Municipal Court Child Safety Fund**

**To:** Glenn Brown, City Manager

**From:** Jeff Kersten, Chief Financial Officer

**Agenda Caption:** Presentation, possible action, and discussion to adopt an ordinance establishing a Child Safety Fund pursuant to Article 102.014 of the Texas Code of Criminal Procedures.

**Relationship to Strategic Goals:** Goal I.5. Develop revenue streams independent of the General Fund.

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

**Summary:** Approval of this ordinance would allow the Municipal Court to assess and collect a \$5.00 fee as a cost of court for every parking violation in addition to any other fines, penalties, or court costs. The money collected must be used for a school crossing guard program.

**Budget & Financial Summary:** The fee authorized is five dollars (\$5.00). The fee would provide an estimated \$38,000 annually to offset the costs of salaries and benefits for school crossing guards. Any surplus funds can be used for programs to enhance child safety, health, nutrition or enhance public safety and security.

**Attachments:**

1. Ordinance authorizing a Municipal Court Child Safety Fund

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

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE" BY ADDING SECTION 12 "MUNCIPAL COURT CHILD SAFETY FUND", TO THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: There is hereby created and established a **MUNCIPAL COURT CHILD SAFETY FUND**. That **CHAPTER 10, "TRAFFIC CODE"** be amended **BY ADDING SECTION 12 "MUNCIPAL COURT CHILD SAFETY FUND"**, to the Code of Ordinances of the City of College Station, Texas, as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.
- PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3: That this Ordinance becomes effective immediately upon passage by the City Council.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

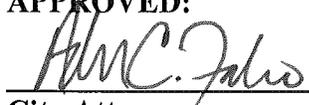
APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:

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

**EXHIBIT "A"**

That **CHAPTER 10, "TRAFFIC CODE" SECTION 12 "MUNCIPAL COURT CHILD SAFETY FUND"**, be added to the Code of Ordinances of the City of College Station, Texas and is to read as follows:

**SECTION 12: MUNCIPAL COURT CHILD SAFETY FUND**

**A. Child Safety Fund.** Pursuant to Article 102.014 (b) of the Texas Code of Criminal Procedure, as amended, a Child Safety Fund is established.

**B. Authorization for Fund.** For every violation of an ordinance, regulation, or order regulating the stopping, standing, or parking of vehicles as allowed by § 542.202, Texas Transportation Code or Chapter 682 Texas Transportation Code in the municipal court as a cost of court, five dollars (\$5.00) shall be assessed in addition to any other fines, penalties, or court costs and shall be collected in the same manner that other fines in the case are collected

**C. Use of Money Collected.** The money collected under section in a municipal court case must be used for a school crossing guard program if the City operates one. If the City does not operate a school crossing guard program or if the money received from court costs from municipal court cases exceeds the amount necessary to fund the school crossing guard program, the City may:

- (1) deposit the additional money in an interest-bearing account;
- (2) expend the additional money for programs designed to enhance child safety, health, or nutrition, including child abuse prevention and intervention and drug and alcohol abuse prevention; or
- (3) expend the additional money for programs designed to enhance public safety and security.

**D.** The municipal clerk shall keep separate records of money collected under this section.

**January 13, 2011**  
**Regular Agenda Item No. 1**  
**College Station Bike Loop Completion**  
**Final Design and Pre-bid Presentation**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, P.E., Director of Public Works

**Agenda Caption:** Public Hearing, presentation, possible action and discussion concerning approval to publicly bid the final phase of the College Station Bike Loop Project.

**Recommendation(s):** Staff recommends proceeding with advertisement for the construction bid.

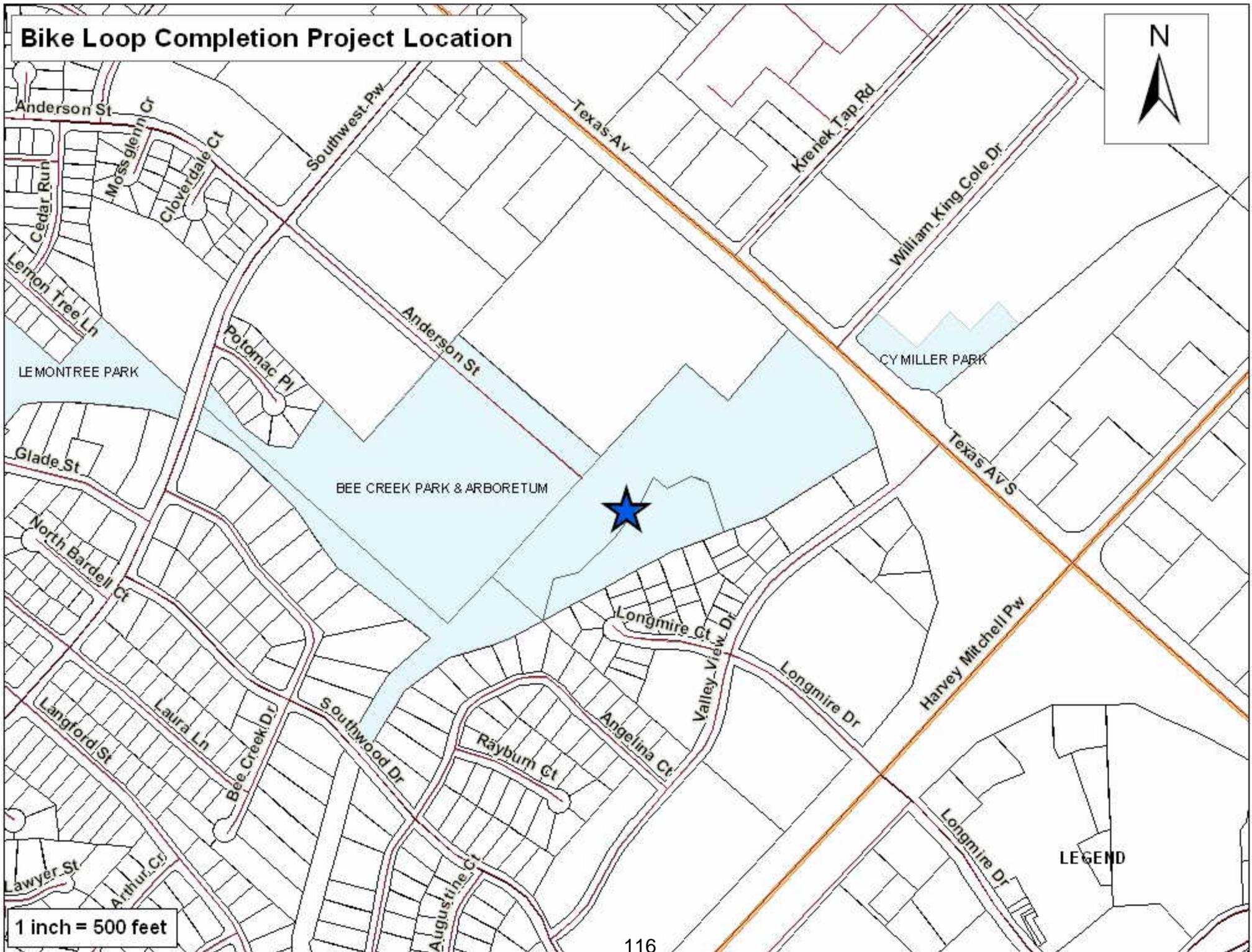
**Summary:** On March 25, 2010, Council approved a proposed modification to the Bike Loop alignment that would minimize environmental impacts to the arboretum and create a significant connection to existing hike & bike facilities inside Bee Creek Park. This connection would provide over 4.5 miles of continuous hike & bike facilities with a direct route from Barron Road to George Bush Drive. The design change order was approved May 17, 2010 and the project underwent additional environmental review by TxDOT. The final design is now complete. Environmental clearance was granted and the design approved by TxDOT in December 2010. Staff is seeking permission to solicit construction bids.

**Budget & Financial Summary:**

The total budget for the Bike Loop project is \$1,529,826. The budget includes \$327,202 from the 2005 Bike Loop project (ST-0530), \$169,000 from the Miscellaneous Bike Trails project (ST-9803), and \$1,033,624 from the Hike and Bike Trails project (ST-0521). A total of \$938,771 has been expended or committed to date for the development of this design and construction of the first phase, which included improvements to the Longmire intersection, striping, and construction of the Bee Creek pedestrian bridge. \$591,055 remains for construction of this final phase of improvements. Upon completion, it is estimated that \$279,000 will be reimbursed as part of the Texas Statewide Transportation Enhancement Program.

**Attachments:** 1.) Project Map

# Bike Loop Completion Project Location



1 inch = 500 feet

**January 13, 2011  
Regular Agenda Item No. 2  
Royder Road and Greens Prairie Trail  
Transportation Improvements  
Public Hearing**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, P.E., Director of Public Works

**Agenda Caption:** Public Hearing, presentation, possible action and discussion concerning approval to proceed with an advertisement to solicit construction bids for improvements to Royder Road and Greens Prairie Trail.

**Relationship to Strategic Goals:** Goal I, Financially Sustainable City Providing Response to Core Services and Infrastructure.

**Recommendation(s):** Staff recommends proceeding with advertising and bidding for these improvements.

**Summary:** College Station ISD (CSISD) is presently constructing Greens Prairie Elementary School located on the southwest corner of Royder Road and Greens Prairie Trail. The elementary school is scheduled to open in August 2011. Royder Road, an existing 2-lane asphalt and gravel road, will serve as the thoroughfare to provide access to the staff and bus entrance to the elementary school. The driveway for the student drop-off will be located off Greens Prairie Trail. The school district completed a traffic impact analysis (TIA) as part of the design of the new facility. The TIA recommended minimal improvements to Royder Road and Greens Prairie Trail. However, CSISD desires to improve Royder Road to provide more reliable access to the school. Additionally, the Unified Development Ordinance requires that CSISD construct a deceleration lane along Greens Prairie Trail for vehicles entering the site.

In addition to the improvements planned by the school district, city staff feels a dedicated left turn lane at Royder Road and at the student drop-off driveway along Greens Prairie Trail is necessary to ensure vehicles accessing the school do not adversely impact the flow of traffic along Greens Prairie Trail.

The current thoroughfare plan classifies Royder Road a 4-lane minor arterial. The school district planned to construct two of the four lanes along Royder Road and the deceleration lane along Greens Prairie Trail; however, the Texas Education Code prohibited CSISD from spending funds for improvements on property that they do not own. Therefore, CSISD requested that the City of College Station construct these improvements and allow the school district to reimburse the City for their portion of the cost of the improvements.

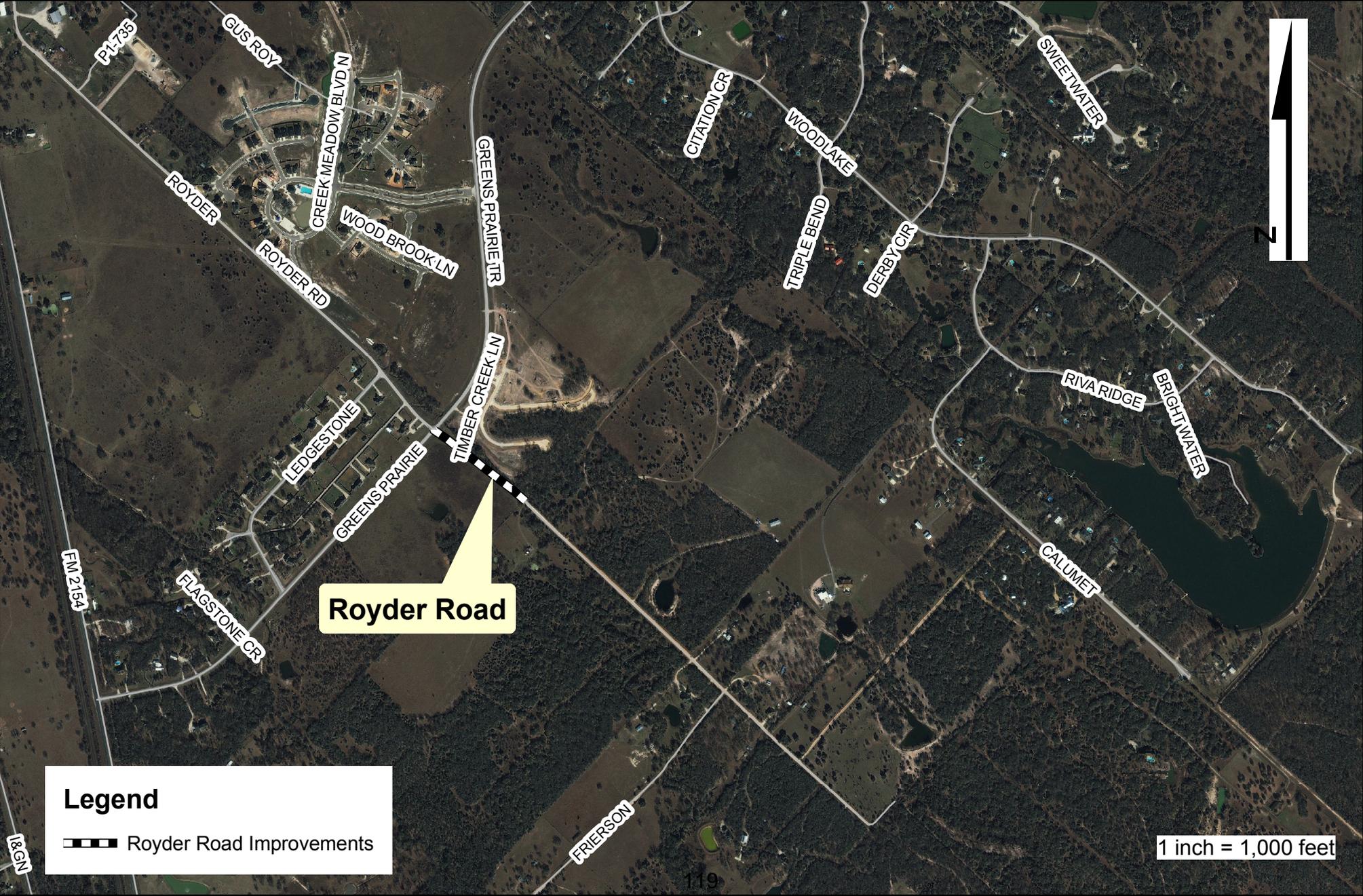
The design is complete and Staff is seeking permission to solicit construction bids.

**Budget & Financial Summary:** \$1,000,000 is budgeted for this project in the Streets Capital Improvement Projects Fund. \$123,251 has been expended or committed to date, leaving a balance of \$876,749 for construction and related expenditures. \$300,000.00 expended on the Royder Road project will be recoverable through a Participation Agreement with CSISD.

**Attachments:**

## 1. Location Map

# Royder Road Project Location Map



**January 13, 2011**  
**Regular Agenda Item No. 3**  
**Tauber & Stasney Street and Utility Rehabilitation Project Overview**

**To:** Glenn Brown, City Manager

**From:** Chuck Gilman, P.E., Director of Public Works

**Agenda Caption:** Presentation, possible action, and discussion on the Tauber and Stasney Street and Utility Rehabilitation Project.

**Relationship to Strategic Goals:** Goal I, Financially Sustainable City Providing Response to Core Services and Infrastructure. Goal II.1, Preserving and restoring older neighborhoods.

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

**Summary:** The Tauber and Stasney Street and Utility Rehabilitation Project is located in the Northgate District and is bounded by University Drive to the south and Cherry Street to the north. The project includes the replacement of aging water and wastewater infrastructure serving the area along with the construction of new sidewalks, concrete pavement, curb and gutter, storm sewer system, benches, and street trees.

Staff presented this project to City Council five times between December 2008 and July 2010 to conduct public hearings and seek direction from the City Council. After multiple public hearings, and numerous meetings with the stakeholders, staff developed a solution that was acceptable to the stakeholders, and was directed by Council to proceed with an alternative that removes head-in on-street parking along Tauber and Stasney, includes the construction of new concrete pavement, underground utilities, street lights, 8-foot wide sidewalks, and adds parallel parking along one side of Tauber Street and one side of Stasney Street, where adequate right-of-way is available.

Construction bids were received and a resolution to award of the construction contract is included on the consent agenda. This presentation will explain the scope of work and summarize the construction schedule.

**Budget & Financial Summary:** Funds in the amount of \$2,252,110 are budgeted for this project in the Streets Capital Improvement Projects (CIP) Fund. In addition, \$415,044 is budgeted in the Water CIP Fund and \$793,772 in the Wastewater CIP Fund. Finally, funds are budgeted in the Electric CIP Fund for the Electric component of this project and funds are budgeted in the General Government CIP Fund for the fiber related to this project. The Streets portion of this project is estimated to come in over budget by approximately \$576,000. To account for this overage, \$422,225 will be transferred from the Northgate Street Rehabilitation project. These funds are from the 2003 GOB authorization and are the funds remaining for street rehabilitation in the Northgate. In addition, budgets from several complete Streets capital projects will be transferred to this project to account for the additional budget that is needed. The non-Streets CIP components of the project are projected to be completed within budget.

**Attachments:**

- 1.) Project Location Map
- 2.) Bid Tabulation
- 3.) Resolution

January 13, 2011  
Regular Agenda Item No. 4  
UDO Amendment for Subdivision Regulations and General Processes

To: Glenn Brown, City Manager

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

**Agenda Caption:** Public Hearing, presentation, possible action, and discussion on an ordinance amendment to Chapter 12 "Unified Development Ordinance," Article 2 "Development Review Bodies," Section 3.1 "General Approval Procedures," Section 3.3 "Plat Review," Section 7.1 "General Provisions," Article 8 "Subdivision Design and Improvements," and Section 11.2 "Defined Terms," of the College Station Code of Ordinances, specifically related to subdivision regulation standards and other general processes.

**Relationship to Strategic Goals:** Financially Sustainable City Providing Response to Core Services and Infrastructure, Neighborhood Integrity, and Diverse Growing Economy, Improving Multi-modal Transportation, and Green Sustainable City.

**Recommendation(s):** At their meeting on December 2<sup>nd</sup>, the Planning and Zoning Commission voted (7-0) to recommend approval of the part of the ordinance related to subdivision standards with the condition of three amendments be made regarding adequate street access, requiring sidewalks on cul-de-sac bulbs, and limiting the option to defer construction of sidewalks fronting residential lots to one year. At their meeting on December 16<sup>th</sup>, the Planning and Zoning Commission voted (7-0) to recommend approval of the part of the ordinance related to general processes with the condition that off-site easements not be required to be filed for record prior to a plat coming before the Commission, but be in recordable form with the City. At their meeting on December 13<sup>th</sup>, the Bicycle, Pedestrian, and Greenways Advisory Board also received the proposed amendments. Staff has incorporated the conditions recommended by the Planning & Zoning Commission into the proposed ordinance and recommends approval.

**Summary:** For a number of years, the City staff has worked with the City Council, the Planning & Zoning Commission, and various stakeholder groups to update and revise the regulations regarding the subdivision and development of land. The most recent approach has been to divide the update into a series of phases. The first phase was completed just over two years ago and involved moving the subdivision regulations into the UDO and updating some of the processes due to changes in state law. The proposed revisions are needed to update the standards themselves and further refine processes to contemporary practices, to implement the adopted comprehensive plan, and to further the legal sufficiency of the regulations. Future phases are anticipated to modernize the regulations and respond to stakeholder concerns and community needs.

As provided previously, a summary of many of the substantive changes to the subdivision standards and general processes is attached. At the November 22<sup>nd</sup> Regular meeting, the Council received a briefing from staff and was provided the red-line changes of the proposed revisions to the subdivision standards. At the December 9<sup>th</sup> Workshop meeting, the Council received a second briefing from staff and was provided the red-line changes of the proposed revisions to subdivision and other general processes. Prior to consideration by the Planning & Zoning Commission, staff sent notification to neighborhood and development contacts regarding the timeline of the proposed revisions and how to access them. In addition, staff met twice with the Executive Director of the local Home Builders Association to discuss and clarify any questions regarding the proposed amendments.

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

**Attachments:**

1. Summary of Substantive Standards and Process Changes
2. Planning & Zoning Commission Minutes – December 2, 2010
3. Draft Planning & Zoning Commission Minutes – December 16, 2010
4. Ordinance

## Summary of Proposed Substantive Changes to Subdivision Regulation Standards and Other General Processes

### Changes to Standards

- **Reorganize standards into stand-alone City and ETJ sections (Section 8.2 General Requirements and Minimum Standards of Design for Subdivisions within the City Limits and Section 8.3 Requirements and Minimum Standards of Design for Subdivisions within the City of College Station Extraterritorial Jurisdiction)**  
Modernization and legal effort. Clarify the ordinance to administer it more easily by consolidating the Urban and Rural Residential standards into the City standards section in Section 8.2 and the standards for subdivisions in the ETJ in Section 8.3.
- **Street Projections (Section 8.2.E.3/8.3.C.3 Street Projections)**  
Modernization effort. Clarify the standard of “proper” projection of streets into unplatted areas with more explicit language that meets current practice and expectation.
- **Adequate Street Access (Section 8.2.E.4/8.3.C.4 Adequate Street Access)**  
Implement Comp Plan. Require adequate amount of access and circulation to and from subdivisions by adding section that requires a minimum number of external street connections based on the number of lots those connections serve.
- **Cul-de-Sacs (Section 8.2.E.7/8.3.C.7 Cul-de-Sacs)**  
Implement Comp Plan and developer flexibility. Base maximum length of cul-de-sacs on the land use designations in Comprehensive Plan and increase the number of allowable lots on a cul-de-sac from 24 to 30 lots.
- **Dedications along existing rights-of-way (Section 8.2.E.9/8.3.C.9 Existing Substandard Street Right-of-Way)**  
Modernization effort. Clarify dedication requirements for plats along streets that have substandard widths.
- **Block Length (Section 8.2.G.2/8.3.E Blocks; Section 11.2 Defined Terms)**  
Implement Comp Plan. Revise block length requirements to be based land use character designations in Comprehensive Plan.
- **Block Perimeter (Section 8.2.G.4; Section 11.2 Defined Terms)**  
Implement Comp Plan. Add block perimeter requirements for areas designated Urban and Urban Mixed Use on the Comprehensive Plan Future Land Use and Character Map.
- **Public Way (Section 8.2.G.5; Section 11.2 Defined Terms)**  
Developer flexibility. Allow a Public Way (a private drive built to certain standards) to qualify as a break in block length for non-residential and multi-family developments.

- **Street Frontage (Section 8.2.H.1.h)**  
Developer flexibility. Not require non-residential and multi-family lots to have frontage on a public street but may have access via a Public Way or access easement.
- **Collector Access (Section 8.2.H.1.i)**  
Implement Comp Plan and developer flexibility. Upon recommendation of Administrator and approval of P&Z Commission, single-family detached lots may to have direct access to a minor collector if the lots are at least one-hundred feet wide.
- **Cluster Development Open Space (Section 8.2.H.4.b.5)**  
Implement Comp Plan. Require cluster developments to provide minimum open space as per zoning requirements and have at least a minimum of 10% open space.
- **Easement Dedication and Use (Section 8.2.I Easements)**  
Modernization and legal effort. Clarify required dedication and use standards for drainage, utility, and access easements.
- **Access Way (Section 11.2 Defined Terms)**  
Developer flexibility. Allow Access Ways to be public access easements instead of right-of-way and remove setback requirement from edge of Access Way.
- **Location of Access Ways (Section 8.2.J Access Ways; Section 11.2 Defined Terms)**  
Implement Comp Plan. Require Access Ways for blocks over 900' in length and out of cul-de-sacs to connect to public facilities such as schools, parks, and multi-use paths. Also require Access Ways to be a minimum fifteen feet wide with at least five-foot sidewalk.
- **Sidewalks (Section 8.2.K.2 Required Sidewalks/Section 8.2.K.3 Sidewalk Exceptions)**  
Implement Comp Plan. Require sidewalks on both sides of all streets including cul-de-sacs streets with several identified exceptions and fee in lieu options.
- **Deferment of Sidewalk Construction (Section 8.2.K.5 Timing of Construction)**  
Developer flexibility. Allow subdivider option to delay for up to one year the construction of sidewalks along a residential street that front a single-family, duplex, and townhouse lot.
- **Non-City Utility Providers (Section 8.2.M/8.3.K Water Facilities, 8.2.N/8.3.L Waste Water Facilities)**  
Modernization and legal effort. Clarify infrastructure sections regarding responsibilities related to non-city utility providers.
- **Lot Grading (Section 8.2.P.4 Lot Grading)**  
Modernization effort. Require more specific grading plans for lots and blocks in subdivisions and that individual lot grading will comply with the overall plan.

- **Owners Associations (Section 8.2U/8.3.S Owners Associations)**  
Modernization effort. Pull out HOA requirements out of the Private Streets and Gated Section and make as a stand-alone section so that Owners Associations are required for all proposed Common Facilities.
- **Drainage in ETJ (Section 8.3.M Special Flood Hazard Areas/Section 8.3.N Drainage)**  
Modernization effort. Require subdivisions in the ETJ to meet City drainage requirements while floodplain management remains the responsibility of the County.
- **Guarantee of Performance (Section 8.6.B Guarantee of Performance)**  
Legal effort. Remove trust agreements as one of the possible methods of surety/guarantee of performance of public infrastructure.
- **Certifications (Section 8.8 Certificates)**  
Modernization effort. Move Certificates section from Section 8.3 to Section 8.8 and require dedications to be in fee simple, consolidate Greenways certificate with Ownership and Dedication certificate, and add certificates for City Planner and County Commissioners.

### Changes to Processes

- **Standards of Review Section (Section 3.1.F Standards of Review)**  
Modernization effort. Add section that states applicants are to make a claim of vesting on an application. Section is intended to help communicate expectations regarding review of applications.
- **Expire Inactive Applications (Section 3.1.I.1 Expiration of Inactive Applications)**  
Modernization effort. Complete applications that do not have a response to staff review comments within 90 days become expired.
- **Expire Old Approved Permits (Section 3.1.I.2.b Expiration of Approved Permits)**  
Modernization effort. Add 2-year expiration to applications that have been approved but did not have an expiration at the time they were approved.
- **Development Exaction Appeal Process (Section 3.1.J Appeals from Development Exaction Requirements; Sections in Article 2 to provide review, decision, and appeal authority)**  
Legal effort. Add process for petitions that appeal rough proportionality of required development exactions. P&Z Commission decides petition, P&Z decision can be appealed to Council.
- **Preliminary Plats to Preliminary Plans (throughout Section 3.3 Plat Review)**  
Legal effort. Preliminary plats are not required by the state but are locally created; change terminology to preliminary plan so that they are not subject to same plat requirements of state law.

- **Plat Determination Requests** (Section 3.3.B Determination of Plat Applicability; Sections in Article 2 to provide decision and appeal authority)  
 Legal effort. Add process for requests regarding the applicability of plat requirements on a property. Administrator decides request, decision can be appealed to P&Z Commission.
- **Preliminary Plan Expiration** (Section 3.3.E.1.d.3)  
 Developer flexibility. Provide that a Final Plat extends the expiration of a Preliminary Plan by 2 years instead of the existing 1 year extension.
- **Amendments to Preliminary Plan** (Section 3.3.E.2 Amendments to an Approved Preliminary Plan)  
 Developer flexibility. Add section that allows defined minor revisions to an approved Preliminary Plan without necessitating the submission and approval of a new Preliminary Plan application.
- **Timing of Required Public Infrastructure** (Section 3.3.E.3 Final Plat, Replat, Vacating Plat, and Development Plat Review)  
 Legal effort. Require a plat's public infrastructure to be constructed and accepted by the City or a guarantee such as a bond or letter of credit to be provided for it to be approved by the Commission.
- **Final Plat and Development Plat Review Requirements** (Section 3.3.E.3 Final Plat, Replat, Vacating Plat, and Development Plat Review)  
 Modernization effort. Add separate review criteria section for Final Plats and consolidate Development Plats review process into Final Plats review process.



**MINUTES**  
**PLANNING & ZONING COMMISSION**  
**Regular Meeting**  
**December 2, 2010, 7:00 p.m.**  
**City Hall Council Chambers**  
**1101 Texas Avenue**  
**College Station, Texas**

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**COMMISSIONERS PRESENT:** Chairman Scott Shafer, Mike Ashfield, Craig Hall, Jodi Warner, Bo Miles, Hugh Stearns and Doug Slack

**COMMISSIONERS ABSENT:** None

**CITY COUNCIL MEMBERS PRESENT:** Katy-Marie Lyles

**CITY STAFF PRESENT:** Jason Schubert, Lauren Hovde, Carol Cotter, Alan Gibbs, Molly Hitchcock, Lance Simms, Bob Cowell, Dave Coleman, Fred Surovik, Adam Falco, Kerry Mullins, and Brittany Caldwell

1. Call meeting to order.

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

**Regular Agenda**

7. Public hearing, presentation, possible action, and discussion regarding an amendment to the Unified Development Ordinance, Article 2 Development Review Bodies, Section 3.1 General Approval Procedures, Section 3.3 Plat Review, Section 5.2 Residential Dimensional Standards, Section 7.1 General Provisions, Article 8 Subdivision Design and Improvements, and Section 11.2 Defined Terms, related to subdivision regulation standards and processes. **Case # 10-00500219 (JS)**

Senior Planner Schubert presented the amendment to the subdivision regulation standards and stated that the process amendments would be considered at a future meeting.

There was general discussion amongst the Commission regarding the amendments.

Commissioner Miles expressed concern about the increase in sidewalk widths.

Commissioner Stearns commented that he would like to see a continuous sidewalk along cul-de-sacs and a time limit needs to be put on the option to defer sidewalks for single-family lots.

Chairman Shafer opened the public hearing.

Sherry Ellison, 2705 Brookway Drive, College Station, Texas, stated that she was concerned about “suitability of land and change” being removed from the intent statement. She also expressed concern about not requiring sidewalks along the bulb of a cul-de-sac, increasing the number of lots on a cul-de-sac from 24 to 30, and having the option to defer construction of a sidewalk until the time of single-family home construction. She stated that there needs to be a timeline as to when the sidewalks need to be built. She also commented that underground oil and gas lines need to be checked before development begins due to safety concerns.

There was general discussion regarding the intent statement.

City Engineer Gibbs stated that oil and gas pipelines are regulated by the Railroad Commission.

Dixon Clements, Executive Director of the Home Builders Association, questioned why there was a third street connection required for 200 lots. He stated that 200 homes is not that many homes. He expressed concern about sidewalks being required on both sides of all streets and the increase in width of sidewalks. He said that additional cost being added to the builder will be passed on to the home buyer.

Robert Rose, 3201 Walnut Creek Court, Bryan, Texas, stated that most homebuyers want sidewalks and bike lanes. He expressed concern about the change in block length from 800 feet to 900 feet for suburban and commercial areas.

There was general discussion amongst the Commission regarding the amendments.

**Commissioner Ashfield motioned to amend the proposed ordinance stating that the requirement that 200 or more lots require a third street connection be a discretionary item that may be required by the Planning & Zoning Commission. Commissioner Miles seconded the motion, motion passed (7-0).**

**Commissioner Slack motioned to amend the proposed ordinance stating that sidewalks be required around the bulb of cul-de-sacs. Commissioner Stearns seconded the motion, motion passed (6-1). Commissioner Miles was in opposition.**

There was general discussion amongst the Commission regarding the option to defer sidewalks along single-family lots until the time of home construction.

**Commissioner Ashfield motioned to amend the deferral option to build sidewalks along single-family lots so that the timeline stipulated with the surety or bond that is required on the developer is within a one year period. Commissioner Stearns seconded the motion, motion passed (7-0).**

**Commissioner Slack motioned to recommend approval of the ordinance with the condition that the three amendments, as approved by the Commission, were included. Commissioner Warner seconded the motion, motion passed (7-0).**

10. Adjourn.

**Commissioner Warner motioned to adjourn the meeting. Commissioner Stearns seconded the motion, motion passed (7-0).**

The meeting was adjourned at 10:50 p.m.



**DRAFT MINUTES  
PLANNING & ZONING COMMISSION  
Regular Meeting  
December 16, 2010, 7:00 p.m.  
City Hall Council Chambers  
1101 Texas Avenue  
College Station, Texas**

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**COMMISSIONERS PRESENT:** Chairman Scott Shafer, Mike Ashfield, Craig Hall, Jodi Warner, Bo Miles, Hugh Stearns and Doug Slack

**COMMISSIONERS ABSENT:** None

**CITY COUNCIL MEMBERS PRESENT:** Dennis Maloney, Jess Fields, and Katy-Marie Lyles

**CITY STAFF PRESENT:** Jason Schubert, Joe Guerra, Erika Bridges, Josh Norton, Carol Cotter, Alan Gibbs, Molly Hitchcock, Lance Simms, Bob Cowell, Dave Coleman, Robert Alley, Jeffrey Capps, Mary Ann Powell, Kerry Mullins, and Brittany Caldwell

1. Call meeting to order.

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

**Regular Agenda**

6. Public hearing, presentation, possible action, and discussion regarding an amendment to the Unified Development Ordinance, Article 2 Development Review Bodies, Section 3.1 General Approval Procedures, Section 3.3 Plat Review, and Section 11.2 Defined Terms, related to subdivision regulation and other general processes. **Case # 10-00500219 (JS) (Note: Final action on this item is scheduled for the January 13, 2011 City Council Meeting – subject to change)**

Senior Planner Schubert presented the amendment to the Unified Development Ordinance regarding the process amendments, related to the subdivision regulations.

There was general discussion amongst the Commission regarding the amendments.

Chairman Shafer opened the public hearing.

Sherry Ellison, 2708 Brookway Drive, College Station, Texas, suggested that public hearing signs “shall” be required, not “may” be required. She expressed concern about adding a two-year expiration to applications that have been approved and offering relief on exaction requirements. She also suggested adding owner contact information to the application requirements when pipelines exist on the property.

Steve Arden, 311 Cecelia Loop, College Station, Texas, stated that off-site easements do not need to be filed before coming to the Commission because of possible changes or not receiving approval from the Commission. He said that they should be ready for filing, but not filed.

Dickson Clements, Executive Officer of the BCS Home Builders Association, stated that the Subdivision Regulations was a functional document.

Chairman Shafer closed the public hearing.

There was general discussion amongst the Commission regarding the amendments.

Commissioner Stearns expressed concern about the public not being sufficiently notified by signs and notifications.

**Commissioner Stearns motioned to recommend approval of the ordinance with the condition that off-site easements not be required to be filed prior to coming before the Commission, but are in recordable form with the City. Commissioner Miles seconded the motion, motion passed (7-0).**

10. Adjourn.

**Commissioner Warner motioned to adjourn the meeting. Commissioner Stearns seconded the motion, motion passed (7-0).**

The meeting was adjourned at 12:15 a.m.

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

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 2.1.B, "POWERS AND DUTIES," SECTION 2.2.D.3, "FINAL ACTION," SECTION 2.7.B.4, "FINAL ACTION," SECTION 2.9.C, "POWERS AND DUTIES," SECTION 2.10, "SUMMARY OF REVIEW AUTHORITY," SECTION 3.1, "GENERAL APPROVAL PROCEDURES," SECTION 3.3, "PLAT REVIEW," SECTION 7.1.B, "MINIMUM REQUIREMENTS," SECTION 8.1, "PURPOSE," SECTION 8.2, "GENERAL REQUIREMENTS AND MINIMUM STANDARDS OF DESIGN," SECTION 8.3, "WAIVER OF SUBDIVISION STANDARDS," SECTION 8.4, "CERTIFICATIONS," SECTION 8.6, "CONSTRUCTION, GUARANTEE OF PERFORMANCE, AND ACCEPTANCE OF PUBLIC INFRASTRUCTURE," AND SECTION 11.2, "DEFINED TERMS," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 12, "Unified Development Ordinance," Section 2.1.B, "Powers and Duties," Section 2.2.D.3, "Final Action," Section 2.7.B.4, "Final Action," Section 2.9.C, "Powers and Duties," Section 2.10, "Summary of Review Authority," Section 3.1, "General Approval Procedures," Section 3.3, "Plat Review," Section 7.1.B, "Minimum Requirements," Section 8.1, "Purpose," Section 8.2, "General Requirements and Minimum Standards of Design," Section 8.3, "Waiver of Subdivision Standards," and Section 8.4, "Certifications," Section 8.6, "Construction, Guarantee of Performance, and Acceptance of Public Infrastructure," and Section 11.2, "Defined Terms," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibits "A" through "L," attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 13<sup>th</sup> day of January, 2011.

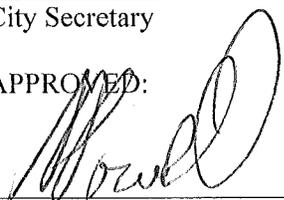
ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR

APPROVED:

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

**EXHIBIT "A"**

That Chapter 12, "Unified Development Ordinance," Section 2.1.B, "Powers and Duties," of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

**B. Powers and Duties**

As provided and established within the City of College Station Charter, the City Council has the following powers and duties regarding this UDO:

**1. Appointments**

The City Council shall have the responsibility of appointing and removing any member of the Planning and Zoning Commission (P&Z), Zoning Board of Adjustment (ZBA), Landmark Commission (LC), Design Review Board (DRB), and Bicycle, Pedestrian, and Greenways Advisory Board.

**2. Final Action**

The City Council shall hear and take final action on the following:

- a.** Development agreements and oversize participation agreements for City participation in cost-sharing of infrastructure improvements;
- b.** Conditional use permits;
- c.** Zoning map amendments (rezoning);
- d.** Concept plans for Planned Development Districts (PDD) and Planned Mixed-Use Districts (P-MUD);
- e.** Text amendments;
- f.** Comprehensive Plan amendments;
- g.** Impact fee land use decisions and Capital Improvement Plan (CIP) priorities;
- h.** Annexations;
- i.** Appeal of the P&Z's decision regarding a development exaction appeal;
- j.** Appeal of the DRB's denial of a Gateway Grant;
- k.** Appeal of the LC's denial of a Certificate of Appropriateness; and
- l.** Appeal of the LC's decision of a Certificate of Demolition.

**EXHIBIT "B"**

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

**3. Final Action**

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

- a. Applicable appeals of decisions of the Design Review Board;
- b. Preliminary plans, final plats, replats, development plats, and minor plats not approved by staff as set forth in the Plat Review Section in Article 3 of this UDO;
- c. Waivers of the standards in Article 8, Subdivision Design and Improvements;
- d. Development exaction appeal;
- e. Appeal of the Administrator's denial of a final minor or amending plat;
- f. Appeal of the Administrator's determination regarding applicability of plat requirements;
- g. Appeal of the Administrator's denial to amend the color palette for Northgate roof colors;
- h. Appeal of the Administrator's denial of an alternative parking plan; and
- i. Appeal of the Administrator's interpretation of the provisions of Article 8, Subdivision Design and Improvements.

**EXHIBIT "C"**

That Chapter 12, "Unified Development Ordinance," Section 2.7.B.4, "Final Action," of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

**4. Final Action**

The Administrator shall review and take final action on the following:

- a.** Sign permits;
- b.** Site plans (not Wolf Pen Creek District site plans);
- c.** Administrative adjustments;
- d.** Minor and amending plats;
- e.** Determination of building plot (Section 7.1, General Provisions);
- f.** Minor Wolf Pen Creek District projects;
- g.** Amendments to the color palette for Northgate roof colors;
- h.** Certificate of Appropriateness Routine Maintenance Work reviews;
- i.** Determination regarding applicability of plat requirements; and
- j.** Alternative parking plans (Section 7.2, Off-Street Parking).

**EXHIBIT "D"**

That Chapter 12, "Unified Development Ordinance," Section 2.9.C, "Powers and Duties," of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

**C. Powers and Duties**

The Development Engineer has the following powers and duties in regard to engineering requirements and flood hazard protection:

1. Review and approve, approve with conditions, or deny driveway applications;
2. Maintain and hold open for public inspection all records pertaining to the provisions of the flood hazard protection regulations;
3. Review and approve, approve with conditions, or deny all applications for development permits;
4. Assure that adequate inspection of construction permitted under the terms and provisions of this UDO are carried out in accordance with the permitted plan;
5. Maintain, update, and provide to interested parties at a reasonable cost the Bryan/College Station Unified Design Guidelines, Technical Specifications and Standard Details;
6. Assure that adequate maintenance of drainage pathways, including altered or relocated waterways, is provided such that capacity for carrying stormwater flows is maintained;
7. Provide interpretation, where required, of boundaries of Areas of Special Flood Hazard, location of floodway, and water surface elevations, when disputes arise during review;
8. Provide information to the Zoning Board of Adjustment, Municipal Court, or City Council, as applicable on all variance requests, administrative appeals, enforcement actions, and proposed amendments to the Bryan/College Station Unified Design Guidelines, Technical Specifications and Standard Details as required;
9. Review and utilize any acceptable new flood study data in accordance with the Bryan/College Station Unified Design Guidelines, Technical Specifications and Standard Details;
10. Notify adjacent communities and the Texas Commission on Environmental Quality (TCEQ), prior to any alteration or relocation of a watercourse, and submit evidence of notification to the Federal Insurance Administration;
11. Review and make recommendations to the City Council concerning Development Agreements;
12. Interpret the terms and provisions of Section 7.8, Drainage and Stormwater Management, as required, as they apply to each project, in accordance with the stated purpose of that Section;
13. Review permits for proposed development to ensure that all necessary permits have been obtained from those Federal, State, or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required;
14. Review and approve or deny alternative materials or standards for site construction; and
15. Review, evaluate and provide recommendations regarding development exaction appeals.

**EXHIBIT "E"**

That Chapter 12, "Unified Development Ordinance," Section 2.10, "Summary of Review Authority," of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

**2.10 Summary of Review Authority**

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

<b>PROCEDURE</b>	<b>City Council</b>	<b>P&amp;Z Comm.</b>	<b>Zoning Bd. of Adj.</b>	<b>Design Rev. Bd.</b>	<b>Land. Comm.</b>	<b>Bike, Ped. &amp; Grnwy</b>	<b>Admin.</b>	<b>Building Official</b>	<b>Dev. Engr.</b>
<b>CITY COUNCIL (CC)</b>									
Oversize Participation	D								RR
Development Agreement	D						RR		R
Conditional Use permit	D	R					RR		
Zoning Map Amendment	D	R					RR		
Zoning Map Amendment (HP)	D	R			R		RR		
PDD / P-MUD Concept Plan	D	R					RR		
Text Amendment	D	R				R	RR		
Comp. Plan Amendment	D	R				R	RR		
Impact Fee / CIP Priorities	D	R				R			RR
Annexations	D	R					RR		
<b>PLANNING &amp; ZONING COMMISSION (P&amp;Z)</b>									
Preliminary Plan		D					RR		R
Final Plat		D					RR		R
Development Plat		D					RR		R
Waiver of Subdivision Standard		D					RR		R
Development Exaction Appeal	A	D							RR
<b>ZONING BOARD OF ADJUSTMENT (ZBA)</b>									
Variance			D				RR	R	RR
Administrative Appeal			D				RR		
Zoning Map Interpretation			D				RR		

**2.10 Summary of Review Authority (cont.)**

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

<b>PROCEDURE</b>	<b>City Council</b>	<b>P&amp;Z Comm.</b>	<b>Zoning Bd. of Adj.</b>	<b>Design Rev. Bd.</b>	<b>Land. Comm.</b>	<b>Bike, Ped. &amp; Grnwy</b>	<b>Admin.</b>	<b>Building Official</b>	<b>Dev. Engr</b>
<b>DESIGN REVIEW BOARD (DRB)</b>									
WPC District Site Plan		A		D			RR		R
WPC District Building/Sign Review		A		D			RR		
WPC Parking Waivers		A		D			RR		
NG Waivers				D			RR		
Non-Residential Arch. Stand. Waiver				D			RR		
Gateway Grants	A			D			RR		
<b>LANDMARK COMMISSION (LC)</b>									
Certificates of Appropriateness	A				D		RR		
Certificates of Demolition	A				D		RR		
<b>ADMINISTRATOR</b>									
Interpretation		A**	A				D		
Sign Permit			A				D		
Site Plan		A		A*			D		R
Administrative Adjustment			A				D		
WPC District Building or Sign, Minor			A				D		
Minor or Amending Plat		A					D		R
PD Concept Plan Minor Amend.		A					D		
Certificate of Appropriateness, Routine					A		D		
NG Roof Color Palette Amendment		A					D		
Alternative Parking Plans		A					D		
Determination of Plat Applicability		A					D		R
<b>BUILDING OFFICIAL (BO)</b>									
Building Permit								D	
Certificate of Occupancy							R	D	R
Certificate of Completion							R	D	R
<b>DEVELOPMENT ENGINEER (DE)</b>									
Development Permit									D
Driveway Application				A					D
Alternative Const. Material				A					D
*Section 3.5.E. Site Plan Review Criteria and 3.6.E. Wolf Pen Creek Design District General Site Plan Review Criteria only. **Subdivision Regs. only. <b>KEY: A=Appeal R=Recommend D=Final Action/Decision RR=Review/Report</b>									

**EXHIBIT "F"**

That Chapter 12, "Unified Development Ordinance," Section 3.1, "General Approval Procedures," of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

**3.1 General Approval Procedures****A. Conformity with Unified Development Ordinance (UDO) and the Comprehensive Plan**

The provisions of this UDO and the Comprehensive Plan shall apply to and be binding on any and all persons seeking to develop, redevelop, or otherwise change existing land uses within the corporate limits of the City of College Station and, where applicable, its extraterritorial jurisdiction (ETJ). Compliance with the UDO and the Comprehensive Plan includes the dedication and construction of identified infrastructure, right-of-way, and improvement of specified facilities including but not limited to pedestrian facilities, bicycle facilities, thoroughfares, etc.

**B. Preapplication Conference**

Prior to the submission of any application required by this UDO, applicants are encouraged to schedule and attend an optional preapplication conference with the City Staff. Preapplication conferences with City Staff may be used to discuss, in general, procedures, standards, or regulations relating to a proposed development. If a preapplication conference is requested, the Administrator may require the applicant to submit information prior to the preapplication conference to allow City Staff time to review the proposal. Any proposed development submitted or discussed as a part of a preapplication conference shall not be considered a plan, plat, or permit application but will be considered an informal request for information prior to the actual plat, plan, or permit application.

**C. Application Forms and Fees**

The following regulations shall apply to all applications:

**1. Forms**

Applications required under this UDO shall be submitted using correct, completed forms, where applicable, along with any requested information and attachments, and in such numbers as required by the City, including any checklists for submittals. The Administrator shall have the authority to request any other pertinent information required to ensure compliance with this UDO.

**2. Electronic Submission Required**

All plats and site plans shall be prepared and submitted upon request in an electronic form acceptable to the Administrator and compatible with the City's Geographic Information System (GIS).

**3. Fees**

Filing fees shall be established from time-to-time by resolution of the City Council for the purpose of defraying the actual cost of processing the application.

- a. All required fees shall be made payable to "The City of College Station."

- b. An applicant who has paid the appropriate fee pursuant to submission of an application, but who chooses to withdraw such application prior to any notification, review, or action taken, shall be entitled to a refund of fifty percent (50%) of the total amount paid upon written request to the City except that the filing fee required for text or map amendments shall not be refundable.
- c. The Administrator may waive or reduce development-related fees on a case-by-case basis pursuant to applicable law or when the City is the applicant.

**D. Application Deadline**

All applications shall be completed and submitted to the Administrator in accordance with a submittal deadline schedule established by the City. All applications not delivered to the City by a date and time according to the submittal deadline schedule shall be considered timely received for the next official submittal deadline. An application shall not be considered officially submitted until application completeness has been determined in accordance with this UDO.

**E. Application Completeness**

An application shall be considered submitted only after the Administrator has determined it is complete as set forth herein. This includes determining whether it is accompanied with any required forms, mandatory information (including all exhibits), and the applicable fee. A determination of completeness does not constitute a determination of compliance with the substantive requirements of this UDO nor precludes that additional information and/or documents may still be required as identified during the formal review of the application. If an application is determined to be incomplete, no further processing of the application shall occur until the deficiencies are corrected. An application of any kind under this Article expires and application fee forfeited on or after the forty-fifth (45<sup>th</sup>) day after the application is deemed incomplete if:

1. The applicant fails to provide documents or other information necessary to comply with the technical requirements of this UDO as to form and content of the submittal;
2. The City notifies the applicant, in writing, of the failure to provide specific documents or other information within ten (10) business days from the filing date, noting the date the application will expire if same is not provided; and
3. The applicant fails to provide the specified documents or other information within the time provided in the notice.

No vested rights accrue solely from the filing of an application that has expired pursuant to this Section, or from the filing of a complete application that is subsequently denied.

**F. Standards of Review**

Applications shall be reviewed based on the ordinances which are in effect at the time the permit application is submitted with the City. It is the responsibility of the applicant to inform the Administrator if vesting is claimed on a specific project application and to which ordinance the claim is vested in accordance with Chapter 245 of the TEXAS LOCAL GOVERNMENT CODE. This information shall be conveyed to the Administrator as part of the permit application. The Administrator may attempt to inform the applicant if a project is able to vest to a previously adopted ordinance. Notwithstanding anything in this UDO to the contrary, vesting is limited to that which is provided in Chapter 245 of the TEXAS LOCAL GOVERNMENT CODE or other applicable law.

**G. Required Public Notice**

**1. Summary of Notice Required**

Notice shall be required for development review as shown in the following table.

Application Type	Published	Mailed	Agenda Post
Comprehensive Plan Amendment	X		X
Zoning Map Amend. (Rezoning)	X	X	X
UDO Text Amendment	X		X
Conditional Use Permit	X	X	X
Subdivision - Replats*	X*	X*	X
Design District - Site Plan/Bldg.			X
Certificate of Appropriateness			X
Certificate of Demolition (No economically viable use)	X	X	X
Variances – ZBA	X	X	X
Appeals – Site Plan & Driveway			X
Waiver – Subdivision Design			X
Waiver – Buffer Requirements			X
Administrative Appeals	X		X
Development Exaction Appeal			X

\* Only when required per the TEXAS LOCAL GOVERNMENT CODE.

**2. Specific Notice Requirements**

**a. Published Notice**

A Public Hearing Notice shall be placed by the Administrator at least once in the official newspaper of the City before the fifteenth (15<sup>th</sup>) day before the date of the hearing for the purpose of notifying the public of the time and place of such public hearing and the substance of the public hearing agenda items that may be considered or reviewed.

**b. Mailed Notice**

A notice of public hearing shall be sent to owners of record of real property, as indicated by the most recently approved municipal tax roll, within two-hundred feet (200') of the parcel under consideration. The notice may be served by its deposit, properly addressed with postage paid, in U.S. mail before the fifteenth (15<sup>th</sup>) day before the date of the hearing.

**c. Content of Notice**

A published or mailed notice shall provide at least the following specific information:

- 1) The general location of land that is the subject of the application;
- 2) The substance of the application, including the magnitude of proposed development and the current zoning district;
- 3) The time, date, and location of the public hearing; and
- 4) A phone number to contact the City.

**3. Public Hearing Signs**

In addition to meeting the minimum statutory notice requirements, for the purpose of notifying the public the Administrator may require the installation of a sign on the property advertising the public hearing. The specifications including size, location, and content of public hearing signs shall be established by the Administrator.

**4. Required Hearings and Reviewing Body**

The following table illustrates the types of review requiring a public hearing and the review body responsible for conducting the hearing.

Application Type	Zoning Board of Adjustment	Landmark Commission	Planning and Zoning Commission	City Council
Comprehensive Plan Amendment			X	X
Zoning Map Amendment (Rezoning)			X	X
Zoning Map Amendment (Rezoning - Historic Preservation Overlay District)		X	X	X
Certificate of Demolition (No economically viable use)		X		
UDO Text Amendment			X	X
Conditional Use Permit			X	X
Subdivision*			X	
Variances - ZBA	X			
Administrative Appeals	X			
Development Exaction Appeal			X	X**

\* Only when required per the TEXAS LOCAL GOVERNMENT CODE.

\*\* Request is considered by Council only if Planning and Zoning Commission’s decision is appealed.

**H. Simultaneous Processing of Applications**

Two or more forms of review and approval are typically required in the development process. Development proposals that require applications for Zoning Map Amendments (Rezoning) are required to be acted upon by the City Council before plat and other development applications will be accepted for review by the City. In addition, Preliminary Plans are to be acted upon by the Planning & Zoning Commission before a subsequent Final Plat will be accepted for review by the City. At the discretion of the Administrator, plat and other applications for development approvals may be processed simultaneously, so long as the approval procedures for each individual application can be completed pursuant to the requirements of this UDO. Such processing shall occur at the applicant’s own risk.

**I. Expiration of Applications, Permits, and Projects**

**1. Expiration of Inactive Applications**

An application that has been determined to be administratively complete and written staff review comments provided to the applicant shall be deemed expired and closed in ninety (90) calendar days from the date the most recent written review comments were provided by the City to the applicant, if the applicant has not taken action by providing written response comments and revised documents to the Administrator that seek to address the review comments.

**2. Expiration of Approved Permits**

a. Unless otherwise specified by this UDO, any individual permit, authorization or approval required in this UDO expires twenty-four (24) months from the date of approval, or as may be further extended pursuant to the terms of this UDO, if no progress has been made towards completion of the project. For purposes of this Section, progress towards completion of the project is as defined by Chapter 245 of the TEXAS LOCAL GOVERNMENT CODE.

- b. If no expiration date was in effect at the time the approval of the permit occurred, an expiration date of twenty-four (24) months from the approval shall apply.

**3. Expiration of Projects**

- a. For projects requiring more than one permit, authorization or approval, there shall be a project expiration date of five (5) years from the date the first complete application is filed for the project or from the date vesting occurs pursuant to Chapter 245 TEXAS LOCAL GOVERNMENT CODE if no progress is made towards completion of the project or if the expiration date is not otherwise further extended pursuant to the terms of this UDO. For purposes of this Section, progress towards completion of the project is as defined by Chapter 245 of the TEXAS LOCAL GOVERNMENT CODE.
- b. Any application for a new permit, authorization for approval or application to replace an existing approved permit shall be deemed to commence a new development project, as of the date it is filed, if the new application is not compatible with the permits preceding it in regards to the type of proposed use(s), nature of the development, or significant changes to density or infrastructure demands.

**J. Appeals from Development Exaction Requirements**

**1. Purpose**

The purpose of a petition for relief from a dedication or public infrastructure requirement is to ensure that the application of uniform dedication and construction standards to a proposed development does not result in a disproportionate burden on the property when considering the nature and extent of the demands created by the proposed development on the City's roadways and other public infrastructure.

**2. Applicability**

A petition for relief under this Section may be filed by the applicant to contest any requirement to dedicate land or to construct public improvements as required by this UDO, the *Bryan/College Station Unified Design Guidelines*, or any other public infrastructure standards in any ordinance or regulation to a plat application or to any related development related development application authorized by the City or attached as a condition to approval of the application. A petition for relief shall not be used to waive a standard on grounds subject to other appeal and waiver criteria outlined in this UDO.

**3. Petition Requirements**

**a. Form of Petition**

The petition for relief from a dedication or construction requirement shall allege that application of the standard relating to the dedication or construction requirement is not roughly proportional to the nature and extent of the impacts created by the proposed development on the City's water, wastewater, storm drainage, parks, roadway system or other public infrastructure.

**b. Required Supporting Documentation**

The applicant shall provide information in support of the petition for relief that includes the following:

- 1) Total capacity of the City's water, wastewater, storm drainage, parks, roadway system or other public infrastructure to be utilized by the proposed development, employing standard measures of capacity and equivalency tables relating the type of development proposed to the quantity of system capacity to be consumed by the development. If the

proposed development is to be developed in phases, such information also shall be provided for the entire development proposed, including any phases already developed;

- 2) Total capacity to be supplied to the City's water, wastewater, storm drainage, parks, roadway system or other public infrastructure by the proposed dedication of an interest in land or construction of public infrastructure. If the application is part of a phased development, the information shall include any capacity supplied by prior dedications or construction of public infrastructure;
- 3) Comparison of the capacity of the City's public facilities system(s) to be consumed by the proposed development with the capacity to be supplied to such system(s) by the proposed dedication of an interest in land or construction of public infrastructure. In making this comparison, the impacts on the City's public infrastructure system(s) from the entire development shall be considered;
- 4) The effect of any City participation in the costs of oversizing the public improvement to be constructed in accordance with the City's requirements;
- 5) Any and all other information that alleges the dedication or construction requirement imposed by the City is not roughly proportional to the impacts created by the proposed development;
- 6) The proportionality analysis should not only be based on any immediate plans for the property but should be based on the size of the property, existing and proposed use of the property, and the development potential permitted by the existing zoning; and
- 7) Only costs directly related to the dedication or construction requirements should be included in the analysis. Indirect costs, such as applications, permits, and fees, shall not be included.

**c. Time for Filing Petition and Supporting Documentation**

A petition for relief from a dedication or construction requirement shall be filed with the Development Engineer within fourteen (14) calendar days following the Commission's decision to approve, conditionally approve or deny an application for approval of an application. The information in support of the petition as set forth above shall be filed with the Development Engineer within sixty (60) calendar days following the initial decision, unless the applicant (petitioner for relief) seeks an extension in writing. The Development Engineer may extend the time for submitting the information for a period not to exceed an additional thirty (30) calendar days for good cause shown.

**d. Land in Extraterritorial Jurisdiction (ETJ)**

Where land or facilities to be dedicated are located in the ETJ of the City and are to be dedicated to the applicable county, a petition for relief or documentation in support of the petition shall be accepted as complete for review by the Development Engineer only when such petition or study is accompanied by verification that a copy has been delivered to and accepted by the applicable county.

**4. Processing of Petitions and Decision**

**a. Responsible Official**

The Development Engineer shall be the responsible official for reviewing a petition for relief from a dedication or construction requirement. Where the petition is for relief from dedication of land or construction of a facility in the City's ETJ that is to be dedicated to the applicable county, the Development Engineer shall coordinate a recommendation with the appropriate county official responsible for reviewing plats.

**b. Evaluation & Recommendation**

- 1) The Development Engineer shall evaluate the petition and supporting documentation and shall make a recommendation to the Commission for their consideration and recommendation to the City Council, if applicable.
- 2) In evaluating the petition and documentation, the Development Engineer shall take into account the maximum amount of any impact fees to be charged against the development for the type of public infrastructure that is the subject of the petition, or similar developments on the City's water, wastewater, storm drainage, parks, roadway system or other public infrastructure. The Development Engineer may utilize any reasonable methodology to evaluate, affirm, or refute the applicant's petition and supporting documentation.
- 3) In order to achieve proportionality between the demands created by a proposed development on public facilities and the obligation to provide adequate public facilities, the City may participate in the costs of public infrastructure, credit or offset developer's proposed obligations or otherwise relieve the property owner of any of the obligations in response to a petition for relief from a dedication or construction requirement.

**c. Decision-Maker**

The Commission shall decide the petition for relief from a dedication or construction requirement.

**d. Public Hearing**

The Commission shall conduct a public hearing within thirty (30) calendar days after the final documentation supporting the petition is filed by the applicant with the Development Engineer.

**e. Burden of Proof**

The applicant bears the burden of proof to demonstrate that the application of a dedication or construction requirement imposes a disproportionate burden on the applicant.

**f. Decision**

The Commission shall consider the petition for relief from a dedication or construction requirement based upon the following criteria:

- 1) The Commission shall determine whether the application of the standard or condition is roughly proportional to the nature and extent of the impacts created by the proposed development on the City's water, wastewater, storm drainage, parks, roadway system or other public infrastructure, and whether the application of the standard or condition reasonably benefits the development.
- 2) In making such determination, the Commission shall consider the documentation submitted by the applicant, the report and recommendation of the Development Engineer and, where the property is located within the City's ETJ, any recommendations from the county official, as applicable.

**g. Action**

Based on the decision criteria stated above, the Commission may take one or more of the following actions:

- 1) Deny the petition for relief, and impose the dedication or construction requirement as required by this UDO;
- 2) Deny the petition for relief in whole or in part, upon finding that the proposed dedication or construction requirements are inadequate to offset the impacts of the development on the City's water, wastewater, storm drainage, parks, roadway system or other public infrastructure; or



**K. Figures and Flow Charts**

The figures and flow charts provided in this UDO are intended to be graphical representations of procedures or standards set forth in this UDO to assist in understanding the requirements of this UDO and are not intended to be requirements themselves.

**EXHIBIT “G”**

That Chapter 12, “Unified Development Ordinance,” Section 3.3, “Plat Review,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

**3.3 Plat Review**

**A. Applicability**

This Section applies to the subdivision and development of property as set forth herein.

**1. Subdivision Plat Required**

a. Subdivision of property within the City limits or extraterritorial jurisdiction (ETJ) of the City of College Station is required to be approved in accordance with applicable state law and as set forth herein when one or more of the following occurs:

- 1) The division of land (for any purpose) into two or more parcels to lay out a subdivision of the tract, including an addition to the City, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on to or adjacent to the streets, alleys, squares, parks or other parts;
- 2) Development on a parcel not previously legally subdivided;
- 3) Resubdivision of land that has previously been platted; or
- 4) Amendment of any approved plat.

**b. Types of Subdivision Filings**

**1) Preliminary Plans**

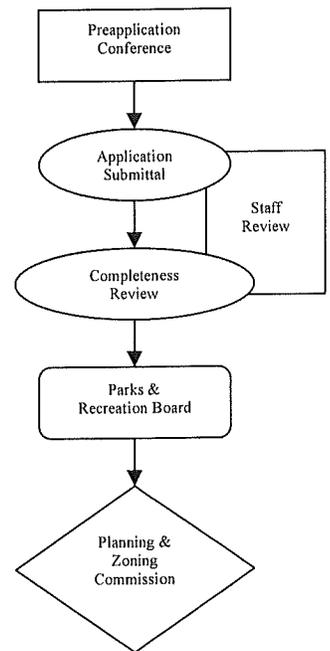
A Preliminary Plan is required for the subdivision of all tracts of land within the City limits or ETJ of the City of College Station, except as otherwise set forth in this UDO. A Preliminary Plan shall include the entire parent survey or tract of land under common ownership.

**2) Final Plats and Replats**

A Final Plat is required for the subdivision of all property within the City limits or ETJ of the City of College Station. A Final Plat shall include the entire Preliminary Plan area or less when the Final Plat adheres to the phasing identified on the approved Preliminary Plan. The Final Plat shall conform to the Preliminary Plan as approved by the Planning and Zoning Commission, provided it incorporates all changes, modifications, corrections, and conditions imposed by the Planning and Zoning Commission; and provided further, that it conforms to all requirements of these regulations and the City’s Comprehensive Plan.

**3) Minor Plats and Amending Plats**

A Preliminary Plan shall not be required prior to the application of a Minor Plat or Amending Plat. Pursuant to the Delegation of Approval Responsibility Section of Subchapter A, “Regulations of Subdivisions,” Chapter 212 of the TEXAS LOCAL GOVERNMENT CODE, the City Council of the City of College Station delegates the Administrator the ability to approve the following plats in accordance with the procedure set forth herein:



- (a) Amending Plats described in the Amending Plat Section of Subchapter A, "Regulations of Subdivisions," Chapter 212 of the TEXAS LOCAL GOVERNMENT CODE;
- (b) Minor Plats or Replats involving four or fewer lots fronting on an existing street and not requiring the creation of any new street or the extension of municipal facilities;
- (c) A Replat under Section 212.0145 Replatting Without Vacating Preceding Plat: Certain Subdivisions, Subchapter A, "Regulations of Subdivisions," Chapter 212 of the TEXAS LOCAL GOVERNMENT CODE, and that does not require the creation of any new street or the extension of municipal facilities.

**4) Vacating Plats**

A Vacating Plat shall adhere to the requirements of Vacating Plat Section of Subchapter A, "Regulations of Subdivisions," Chapter 212 of the TEXAS LOCAL GOVERNMENT CODE, as amended. Vacating plats be processed and reviewed in the same manner as a Final Plat.

**c. Exemptions from Subdivision Plat Requirement**

The following subdivisions are exempt from Subdivision Plat requirements:

- 1) A division of land into parts greater than five acres within the City limits and greater than ten (10) acres in the extraterritorial jurisdiction of the City of College Station, where each part has access and no public improvement is being dedicated;
- 2) Division of property that results from a governmental entity's land acquisition for public facilities such as expansion of street right-of-way;
- 3) Any lot or lots forming a part of a subdivision created and recorded prior to July 15, 1970, the effective date of the City of College Station Subdivision Regulations, or prior to the date in which the Subdivision Regulations applied to the property through extension of the City of College Station extraterritorial jurisdiction;
- 4) A division of land performed by a political subdivision of the state, as defined in Chapter 245 of the TEXAS LOCAL GOVERNMENT CODE. Such entities that choose to plat voluntarily shall comply with all of the applicable requirements; or
- 5) A division of land created by order of a court of competent jurisdiction.

**2. Development Plat Required**

**a.** The City of College Station chooses to be covered by Subchapter B, "Regulation of Property Development," Chapter 212 of the TEXAS LOCAL GOVERNMENT CODE. Any person who proposes the development of a tract of land or lot of record not located within a recorded subdivision within the City limits or the extraterritorial jurisdiction (ETJ) of the City of College Station must have a Development Plat of the tract prepared in accordance with this Section. New development may not begin on the property until the Development Plat is filed with and approved by the City. For purposes of this Section, "Development" means the new construction or the enlargement of any exterior dimension of any building, structure, or improvement.

**b. Exemptions from Development Plat Requirement**

The following developments are exempt from Development Plat requirements:

- 1) When an applicant is required to file a Preliminary Plan or Final Plat pursuant to other requirements of this Section, a Development Plat is not required in addition thereto.
- 2) The development of a tract of land within the City limits or the extraterritorial jurisdiction of the City of College Station that meets all of the following criteria is not required to file a Development Plat:
  - (a) The tract is at least five (5) acres;

- (b) The tract has access; and
  - (c) The development is a single-family home for the use of the property owner or a member of the property owner's family, an accessory structure(s) of the home, and/or an accessory structure(s) for the benefit of agricultural uses.
- 3) Development by a political subdivision of the state, as defined in Chapter 245 of the TEXAS LOCAL GOVERNMENT CODE. Such entities that choose to plat voluntarily shall comply with all of the applicable requirements.
  - 4) The Administrator may waive the requirement for a Development Plat within the City limits when no parkland, public infrastructure, or public dedication is required on the subject tract.

#### **B. Determination of Plat Applicability**

Upon written application and in compliance with the TEXAS LOCAL GOVERNMENT CODE, Section 212.0115 as amended, the Administrator shall make the following determinations regarding the tract of land identified in the request:

1. Whether a plat is required under this UDO for the tract of land; and
2. If a plat is required, whether it has been prepared and whether it has been reviewed and approved by the Planning and Zoning Commission or Administrator, as applicable.

The Administrator may require additional information and documents be provided by the applicant in order to make the requested determination.

#### **C. Application Requirements**

##### **1. Preapplication Conference**

Prior to the submission of a preliminary plan or a plat application required by this UDO, applicants are encouraged to schedule and attend an optional preapplication conference in accordance with and for the purposes set forth elsewhere in this UDO for preapplication conferences.

2. A complete application for review shall be submitted to the Administrator including payment of a fee as set forth in this UDO. Upon request, all preliminary plans and all plats shall be submitted in an electronic form acceptable to the Administrator and compatible with the City's Geographic Information System (GIS). The signatures of all owners of land within the boundary of the preliminary plan or the plat shall be required on the application. A representative of an owner may sign the application provided a written letter of agency is provided to the City with the application. If the property owner is not an individual but an entity (e.g., business or trust), the application must be accompanied by proof of authority for the individual to sign on behalf of the entity.
3. When required to submit the following, the applications shall comply with and/or show the following information:

##### **a. Preliminary Plans**

When submitting preliminary plans, the following information is required:

- 1) The preliminary plan shall conform to the general requirements of this UDO and minimum standards of design and improvements as set forth in Article 8 Subdivision Design and Improvements;
- 2) Provide the preliminary plan on sheets twenty-four inches (24") by thirty-six inches (36") to a scale of one-hundred feet (100') per inch or larger. Smaller scales may be allowed at the discretion of the Administrator. If more than one (1) sheet, provide an index sheet at a scale of five-hundred feet (500') per inch or larger;
- 3) The words "PRELIMINARY PLAN - NOT FOR RECORD" shall appear on the plan in letters one-half inch (1/2") high;

- 4) The date the preliminary plan was submitted and the dates of any revisions shall legibly appear on the plan;
- 5) The proposed name of the subdivision or development, which shall not have the same spelling as or be pronounced similar to the name of any other subdivision located within the county it is located;
- 6) The name and address of all property owners, developers and subdividers, engineers, and surveyors;
- 7) The legal description by metes and bounds of the subdivision or development which shall close within accepted land survey standards. An accurate location of the subdivision or development shall be provided by reference to an established survey or league corner, City of College Station horizontal control monument, subdivision corner, or other known point. Primary control points or descriptions and ties to such control point, to which, later, all dimensions, angles, bearings, block numbers, and similar data shall be referred. The preliminary plan shall be located with respect to a corner of the survey or tract, or an original corner of the original survey of which it is a part;
- 8) Subdivision boundary lines shall be indicated by heavy lines and the computed acreage of the subdivision or development shown;
- 9) The name of contiguous subdivisions and names of owners of contiguous parcels, and an indication whether or not contiguous properties are platted;
- 10) The following existing features shall be shown:
  - (a) The location, dimension, name and description of all recorded streets, alleys, reservations, easements, or other public or private rights-of-way within the subdivision or development, intersecting or contiguous with its boundaries or forming such boundaries. In the case of pipelines carrying flammable gas or fuel, the approximate location, size of line, design pressure and product transported through the line shall be shown;
  - (b) The location, dimension, description and name of all existing or recorded lots, parks, public areas, permanent structures and other sites within or contiguous with the subdivision or development;
  - (c) The location, dimensions, description, and flow line of existing watercourses and drainage structures within the subdivision, development or contiguous thereto;
  - (d) The location of the one-hundred (100) year floodplain according to the most recent best available data;
- 11) Date of preparation, scale in feet, and north arrow;
- 12) Topographic information, including contours at two-foot (2') intervals, flow line elevation of streams, and wooded areas;
- 13) The location, approximate dimensions, description and name of all proposed streets, alleys, drainage structures, parks, or other public areas, easements, or other rights-of-way, blocks, lots, and other sites within the subdivision or development. Proposed channel cross sections, if any. Existing and/or proposed well site locations;
- 14) A number or letter to identify each lot and each block. Lots and blocks shown on a preliminary plan should be numbered sequentially;
- 15) Location of current City limits line, and current zoning district boundaries;
- 16) Vicinity map which shows general location of subject property to existing streets in College Station and to its City limits. No scale is required but a north arrow is to be included;
- 17) Show number of residential lots;
- 18) Provide any oversize participation requests that will be sought;

- 19) Provide title report for property that is current within ninety (90) days and includes applicable information such as ownership, liens, encumbrances, etc;
- 20) Written requests for waivers of subdivision standards, if any, shall be submitted in accordance with the applicable sections of this UDO; and
- 21) Eleven-inch (11") by seventeen-inch (17") copies of the preliminary plan (not necessarily to scale) will be requested by the Administrator when the preliminary plan has been reviewed and has the potential to be scheduled for a Planning and Zoning Commission meeting for consideration.

**b. Final Plats and Other Plats to be Recorded**

When submitting Final Plats, Replats, Minor Plats, Amending Plats, Vacating Plats, and Development Plats, the following shall be required:

- 1) The plat shall conform to the general requirements of this UDO and minimum standards of design and improvements as set forth in Article 8 Subdivision Design and Improvements unless expressly provided for otherwise;
- 2) Provide current certified tax certificates from all taxing agencies showing payment of all ad valorem taxes on the land within the subdivision;
- 3) Provide title report for property that is current within ninety (90) days and includes applicable information such as ownership, liens, encumbrances, etc;
- 4) Provide the plat on sheets twenty-four inches (24") by thirty-six inches (36") to a scale of one-hundred feet (100') per inch or larger. Smaller scales may be allowed at the discretion of the Administrator. If more than one (1) sheet, provide an index sheet at a scale of five-hundred feet (500') per inch or larger;
- 5) Vicinity map which shows general location of subject property to existing streets in College Station and to its City limits. No scale is required but a north arrow is to be included;
- 6) The proposed name of the subdivision or development, which shall not have the same spelling as or be pronounced similar to the name of any other subdivision located within the county it is located;
- 7) Date of preparation, scale in feet, and north arrow;
- 8) The name and address of all property owners, developers, subdividers, engineers, and surveyors responsible for the plat;
- 9) Subdivision boundary lines shall be indicated by heavy lines and the computed acreage of the subdivision or development shown;
- 10) For a replat where there are existing improvements, provide a survey of the subject property showing the improvements to ensure that no setback encroachments are created;
- 11) The name of contiguous subdivisions and names of owners of contiguous parcels, and an indication whether or not contiguous properties are platted;
- 12) The location of the one-hundred (100) year floodplain and floodway according to the most recent best available data;
- 13) A number or letter to identify each lot and each block. Lots and blocks shown on a plat should be numbered sequentially;
- 14) Provide the number of lots;
- 15) Written requests for waivers of subdivision standards, if any, shall be submitted in accordance with the applicable sections of this UDO;
- 16) The Plat shall also include the following, based on field survey and marked by monuments and markers:
  - (a) The exact location, dimensions, name, and legal description of all existing or recorded streets, alleys, easements, or other rights-of-

- way within the subdivision or development, intersecting or contiguous with the boundary or forming such a boundary with accurate dimensions, bearings or deflection angles and radii, area, center angle, degree of curvature, tangent distance, and length of all curves, where applicable;
- (b) The exact location, dimensions, description, and name of all proposed streets, alleys, drainage structures, parks, and other public areas, easements, or other rights-of-way, blocks, lots, and other sites within the subdivision or development, with accurate dimensions, bearings, or deflection angles and radii, areas, center angle, degree of curvature, tangent distance, and length of curves, where applicable;
  - (c) Lot corner markers and survey monuments shall be shown clearly by symbol, and clearly tied to City of College Station horizontal control monuments;
  - (d) The following, when applicable, shall appear on the face of the plat: (See examples in Article 8 Subdivision Design and Improvements.)
    - i. Certificate of Ownership and Dedication;
    - ii. Certificate of Surveyor and/or Engineer;
    - iii. Certificate of City Engineer;
    - iv. Certificate of Planning and Zoning Commission;
    - v. Certificate of the County Clerk;
    - vi. Certificate of City Planner; and
    - vii. Certificate of Approval.
- 17)** The plat shall be accompanied by the construction documents and reports as prescribed below and bearing the seal and signature of a registered professional engineer. All shall be in accordance with the *Bryan/College Station Unified Design Guidelines* and the *Bryan/College Station Unified Technical Specifications* and shall include the following:
- (a) Construction plans shall be provided on twenty-four inch (24") by thirty-six inch (36") sheets;
  - (b) Street, alley, and sidewalk plans, profiles, and sections, with specifications and detail cost estimates;
  - (c) Sanitary sewer plan with contours, plan and profile lines, showing depth and grades, with sewer report and detailed cost estimates;
  - (d) Water line plan showing fire hydrants, valves, etc., with specifications and water report and a detailed cost estimate. This may be combined with related information supplied for preliminary plan submissions;
  - (e) Storm drainage system plan with contours, street lines, inlets, storm sewer and drainage channels with profiles and sections. Detail drainage structure design and channel lining design if used, with specifications, drainage report, and detailed cost estimate;
  - (f) Street lighting plan showing location of lights, design, and with specifications and detailed cost estimates; and
  - (g) Any associated necessary items, including but not limited to off-site public utility easements, permits or approval of governmental agencies.
- 18)** Eleven-inch (11") by seventeen-inch (17") copies of the plat (not necessarily to scale) will be requested by the Administrator when the plat has been reviewed and has the potential to be scheduled for a Planning and Zoning Commission meeting for consideration.

**D. Filing of Plat**

For the purposes of this Section, the date of filing shall be determined as the date on which a complete application, as determined by the Administrator, and a plat meeting all of the technical terms and conditions of this UDO, or has filed a waiver request to those Sections for which the plat does not comply, is submitted. Once a complete application has been filed with the City, it will be scheduled for action by the Administrator and/or the Planning and Zoning Commission, as applicable.

**E. Review Procedure****1. Preliminary Plan Review****a. Review and Recommendation by Administrator**

- 1) The Administrator shall review the Preliminary Plan application for compliance with the following elements:
  - (a) City's Comprehensive Plan including but not limited to the Land Use Plan, Thoroughfare Plan, Utility Master Plans, Parks and Recreation Master Plan, Bicycle, Pedestrian & Greenways Master Plan, Sidewalk Master Plan;
  - (b) Existing zoning of the property, if applicable;
  - (c) Article 8, Subdivision Design and Improvements;
  - (d) Form and content as required in the Application Requirements section of this UDO;
  - (e) If phased, the Preliminary Plan must demonstrate sufficiency and viability of public infrastructure for each phase such that an undue burden is not placed on any particular phase. In addition, the proposed phasing is not to create phases or potential remainders of a size, shape or location so as not to be developable in compliance with this UDO; and
  - (f) Other provisions of this UDO as applicable.
- 2) The applicant will be advised of the date set for Planning and Zoning Commission consideration.
- 3) The Administrator shall recommend approval, approval with conditions, or disapproval of the same based on compliance with the elements listed above.

**b. Review and Recommendation by Parks and Recreation Advisory Board**

The Parks and Recreation Advisory Board shall review the Preliminary Plan application for compliance with the parkland dedication requirements of Article 8, Subdivision Design and Improvements, and recommend approval, approval with conditions, or disapproval of the same. This recommendation must be considered by the Planning and Zoning Commission in its review. Once the Board has determined compliance, the Preliminary Plan and subsequent plats may proceed directly to the Planning and Zoning Commission.

**c. Criteria for Approval by Planning and Zoning Commission**

The Administrator shall forward the Preliminary Plan to the Planning and Zoning Commission for consideration when it meets all of the technical terms and conditions of this UDO, or has filed a waiver request to those sections for which the Preliminary Plan does not comply. The Planning and Zoning Commission shall receive the recommendations of the Administrator and the Parks and Recreation Advisory Board and shall approve, disapprove, or conditionally approve the Preliminary Plan with modifications based on compliance with the same elements listed in the Review and Recommendation by Administrator. Conditions of approval must entail corrections, changes, or completion of items that are ministerial in nature and explicitly spelled out.

**d. Effect of Approval**

Approval of a Preliminary Plan shall mean the following:

- 1) Approval of a Preliminary Plan application by the Planning and Zoning Commission shall allow the applicant to continue the subdivision process by submitting a Development Permit application with construction plans and a Final Plat application.
- 2) Approval of a Preliminary Plan shall not constitute approval of a Final Plat. Application for approval of a Final Plat will be considered only after the requirements for Preliminary Plan approval as specified herein have been fulfilled and after all other specified conditions have been met.
- 3) If a Final Plat is not filed with the City within twenty-four (24) months of the date of approval or conditional approval of a Preliminary Plan, the Planning and Zoning Commission may, upon written application of the applicant, extend the approval for a one-time additional twelve (12) month period. The request for consideration of an extension shall be submitted to the Administrator at least thirty (30) days before the Preliminary Plan approval expires.
- 4) Each Final Plat which is a phase of an approved Preliminary Plan shall extend the expiration date of the Preliminary Plan an additional two (2) years from the date the Final Plat was approved by the Commission.
- 5) If a Preliminary Plan is phased, Final Plats shall only be permitted to proceed to the Planning & Zoning Commission in the numerical order set forth on the Preliminary Plan.

**2. Amendments to an Approved Preliminary Plan****a. Minor Amendments**

Minor amendments of an approved Preliminary Plan may be incorporated in an application for approval of a Final Plat without the necessity of filing a new application for approval of a Preliminary Plan. Minor amendments may include adjustment in street or alley alignments and lengths, adjustment in lot lines that do not result in creation of additional developable lots, or adjustments to utility or access easements. Minor amendments shall comply with the standards of this UDO, shall not alter a subdivision standard that is discretionary to the Commission, or shall not increase the extent of an approved waiver to a subdivision standard.

**b. Major Amendments**

All other proposed amendments of an approved Preliminary Plan not constituting a minor amendment shall be considered a major amendment and require the approval of a new Preliminary Plan application by the Commission. Major amendments include but are not limited to an increase in the number of developable lots, rerouting of streets, addition or deletion of alleys, change to thoroughfare street layout, or modification to parkland.

**c. Amendment Determination**

The applicant shall provide a written description of proposed amendments to an approved Preliminary Plan. The Administrator shall make the determination of whether the proposed amendments are deemed minor or major amendments. At the discretion of the Administrator, a new Preliminary Plan application that proposes major amendments may be processed simultaneously with a Final Plat application.

**d. Retaining Previous Approval**

If the proposed major amendments are not approved or if the applicant is unwilling to accept the terms and conditions required by the Commission, the applicant may withdraw the proposed amendments by written request and retain the previously approved Preliminary Plan.

### **3. Final Plat, Replat, Vacating Plat, and Development Plat Review**

#### **a. Review and Recommendation by Administrator**

- 1) The Administrator shall review the plat application for compliance with the elements:
  - (a) The approved Preliminary Plan, if applicable;
  - (b) City's Comprehensive Plan including but not limited to the Land Use Plan, Thoroughfare Plan, Utility Master Plans, Parks and Recreation Master Plan, Bicycle, Pedestrian & Greenways Master Plan, Sidewalk Master Plan;
  - (c) Existing zoning of the property, if applicable;
  - (d) Article 8, Subdivision Design and Improvements;
  - (e) Form and content as required in the Application Requirements section of this UDO; and
  - (f) Other provisions of this UDO as applicable.
- 2) If public infrastructure is required for the plat, the following is required in order for the plat application to be complete to be scheduled for Planning and Zoning Commission consideration:
  - (a) The construction documents must be approved by the City Engineer;
  - (b) Any necessary off-site easements are reviewed and acceptable by the City in recordable form; and
  - (c) Either the public infrastructure is constructed by the applicant and accepted by the City, or a guarantee provided to the City Engineer in accordance with the Construction, Guarantee of Performance, and Acceptance of Public Infrastructure Section in Article 8 of this UDO.
- 3) The applicant will be advised of the date set for Planning and Zoning Commission consideration.
- 4) The Administrator shall recommend approval or disapproval of the same.

#### **b. Review and Recommendation by Parks and Recreation Advisory Board**

If not already determined through an approved Preliminary Plan, the Parks and Recreation Advisory Board shall review the plat application for compliance with the parkland dedication requirements of Article 8, Subdivision Design and Improvements, and recommend approval, approval with conditions, or disapproval of the same. This recommendation must be considered by the Planning and Zoning Commission in its plat review.

#### **c. Criteria for Approval by Planning and Zoning Commission**

Within thirty (30) days after the plat is filed, the Planning and Zoning Commission shall receive the recommendation of the Administrator and the Parks and Recreation Advisory Board and shall approve or disapprove such plat. The Commission's action shall be based on compliance with the review elements listed in Final Plat, Replat, Vacating Plat, and Development Plat Review and the City Engineer's approval of all required infrastructure as proposed in the construction documents and which has been constructed and accepted or guaranteed in accordance with the Construction, Guarantee of Performance, and Acceptance of Public Infrastructure Section in Article 8 of this UDO. Conditions of approval must entail corrections, changes, or completion of items that are ministerial in nature and explicitly spelled out

#### **d. Recordation**

If the Planning and Zoning Commission has approved the plat, the plat shall be recorded in the Office of the County Clerk of the county in which the plat is located when all requirements and conditions have been met.

**4. Minor Plat and Amending Plat Review****a. Review and Action by Administrator**

The plat shall be reviewed by the Administrator for compliance to all applicable requirements of this UDO including those elements identified in the Preliminary Plan Review and the following procedures:

- 1) Consideration of the approval, approval with conditions, or recommended denial of the plat by the Administrator usually within fifteen (15) days of filing a Minor Plat or Amending Plat;
- 2) The Administrator shall approve, approve with conditions, or recommend denial and forward the plat to the Planning and Zoning Commission at the next available meeting. The Administrator may also elect to forward the plat to the Commission for any reason. Conditions of approval must entail corrections, changes, or completion of items that are ministerial in nature and explicitly spelled out;
- 3) If forwarded to the Planning and Zoning Commission, the Commission shall approve, disapprove, or conditionally approve the plat. Conditions of approval must entail corrections, changes, or completion of items that are ministerial in nature and explicitly spelled out;
- 4) Upon approval of the Commission meeting minutes, the Administrator shall make them available to the applicant;
- 5) A report shall be made to the Commission at each meeting notifying the Commission of any Amending Plats or Minor Plats that were approved by the Administrator since the last Commission meeting.

**b. Recordation**

If favorable final action has been taken by the Administrator or the Planning and Zoning Commission, the Minor Plat or Amending Plat shall be recorded in the Office of the County Clerk of the county in which the plat is located when all requirements and conditions have been met.

**F. Waivers**

The Planning and Zoning Commission, where authorized by this UDO, may approve, approve with conditions, or disapprove waivers of the standards in Article 8, Subdivision Design and Improvements.

**G. Platting in Planned Development Districts (PDD and P-MUD)**

If the subject property is zoned as a Planned Development District (PDD) or Planned Mixed-Use District (P-MUD), the City Council may approve a Concept Plan that provides for general modifications to the site development and subdivision standards. The general modifications shall be indicated on the approved Concept Plan or within the rezoning ordinance.

**H. Platting in the Extraterritorial Jurisdiction**

The City of College Station has entered into one or more written agreements with counties in which it has extraterritorial jurisdiction. Such agreements identify the authority authorized to regulate plats within the extraterritorial jurisdiction of the City, and the provisions of this Section are subject to the terms and conditions of such valid agreements. In the event such an agreement creates a direct conflict between the regulations herein and those of the particular County, the stricter standard shall apply.

**I. Failure to Obtain Plat Approval**

1. If plat approval is required for the subdivision of property or development of property and same is not properly secured:

**a. Prohibition of Recordation**

It shall be unlawful to offer and cause to be recorded any plat or replat of land within the City limits or ETJ of the City of College Station at the Office of the

County Clerk unless the same bears the endorsement and approval of the Planning and Zoning Commission, the Administrator, or bears a valid certificate of No Action Taken as provided for in this UDO.

**b. Prohibition of Making Improvements**

It shall be unlawful to make any improvements, alterations or changes of any kind to such property;

**c. No Issuance of Permits**

The City shall not issue any building, repair, plumbing, electrical or other permit relating to such property until such approval occurs;

**d. No Provision or Maintenance of Infrastructure**

The City shall not repair, maintain, install or provide any streets, public utilities or public infrastructure of any kind to such property;

**e. No Provision of Public Utilities**

The City shall not sell or supply water, gas, electricity, or sewerage to such property.

**2. Council Action**

- a.** If any subdivision or development exists for which a plat has not been approved or in which the standards contained herein or referred to herein have not been complied with in full, the City Council may pass a resolution reciting the fact of such noncompliance or failure to secure plat approval, and reciting the fact that the provisions of this Section apply.
- b.** The City Secretary shall, when directed by the City Council, cause a certified copy of such resolution under the corporate seal of the City to be recorded in the Deed Records of the County.
- c.** If such compliance and plat approval are secured after the recording of such resolution, the City Secretary shall forthwith record an instrument in the Deed Records of the County stating that the property is no longer in violation.

**EXHIBIT "H"**

That Chapter 12, "Unified Development Ordinance," Section 7.1.B, "Minimum Requirements," of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

**B. Minimum Requirements**

1. Unless expressly allowed in this UDO, no building plot shall have lower or less stringent standards or dimensions than those prescribed for respective zones in this UDO.
2. Unless expressly allowed in this UDO, no building permit or development approval may be issued for a lot that does not meet the minimum lot area requirements of this UDO except as provided for in Article 9, Nonconformities.
3. In the absence of public water or public sewer, no building permit shall be issued until the lot meets all applicable requirements of this UDO and the Texas Department of Health and Environmental Control. A septic system that has been approved by the Brazos County Health Department may be permitted if an exception to sewer service has been granted under Chapter 11, Section 2 of the CITY OF COLLEGE STATION CODE OF ORDINANCES, as amended.
4. Utilities using land or an unoccupied building covering less than 1,000 square feet of site area shall be exempt from minimum lot area standards.

**EXHIBIT "T"**

That Chapter 12, "Unified Development Ordinance," Section 8.4, "Certifications," of the Code of Ordinances of the City of College Station, Texas, is hereby renumbered to Section 8.8, "Certifications," and amended to read as follows:

**8.8 Certifications**

**CERTIFICATE OF OWNERSHIP AND DEDICATION**

STATE OF TEXAS     )  
                                  )  
COUNTY OF BRAZOS    )

I (we) \_\_\_\_\_, owner(s) and developer(s) of the land shown on this plat, and designated herein as the \_\_\_\_\_ Subdivision to the City of College Station, Texas, and whose name(s) is/are subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, greenways, infrastructure, easements, and public places thereon shown for the purpose and consideration therein expressed. All such dedications shall be in fee simple unless expressly provided otherwise.

\_\_\_\_\_  
\_\_\_\_\_  
Owner(s)

STATE OF TEXAS     )  
                                  )  
COUNTY OF BRAZOS    )

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/they executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(Seal)

\_\_\_\_\_  
Notary Public, Brazos County, Texas

**CERTIFICATE OF SURVEYOR AND/OR ENGINEER**

STATE OF TEXAS        )  
                                  )  
COUNTY OF BRAZOS    )

I, \_\_\_\_\_, Registered Public Surveyor (Engineer), No. \_\_\_\_\_, in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property and that property markers and monuments were placed under my supervision on the ground.

\_\_\_\_\_

**CERTIFICATE OF CITY ENGINEER**

I, \_\_\_\_\_, City Engineer of the City of College Station, Texas, hereby certify that this Subdivision Plat conforms to the requirements of the Subdivision Regulations of the City of College Station.

\_\_\_\_\_  
City Engineer  
City of College Station

**CERTIFICATE OF PLANNING AND ZONING COMMISSION**

I, \_\_\_\_\_, Chairman of the Planning and Zoning Commission of the City of College Station, hereby certify that the attached plat was duly approved by the Commission on the day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Chairman

**CERTIFICATE OF THE COUNTY CLERK**

STATE OF TEXAS     )  
                                  )  
COUNTY OF BRAZOS    )

I, \_\_\_\_\_, County Clerk, in and for said county, do hereby certify that this plat together with its certificates of authentication was filed for record in my office the \_\_\_\_\_ day of, 20\_\_\_\_, in the Deed Records of Brazos County, Texas, in Volume \_\_\_\_\_ Page \_\_\_\_\_.

WITNESS my hand and official Seal, at my office in Bryan, Texas.

(SEAL)

\_\_\_\_\_  
County Clerk  
Brazos County, Texas

**CERTIFICATE OF CITY PLANNER (for Amending or Minor Plats)**

I, \_\_\_\_\_, City Planner of the City of College Station, Texas, hereby certify that this Subdivision Plat conforms to the requirements of the Subdivision Regulations of the City of College Station.

\_\_\_\_\_  
City Planner  
City of College Station

**CERTIFICATE OF APPROVAL (for ETJ Plats)**

This subdivision plat was duly approved by the Commissioners Court of Brazos County, Texas as the Final Plat of such subdivision on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Signed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
County Judge, Brazos County, Texas

**CERTIFICATE OF NO ACTION TAKEN**

I, \_\_\_\_\_, Chairman of the Planning and Zoning Commission, hereby certify that the plat was filed with the Planning and Development Services Department on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and that the Planning and Zoning Commission failed to act on the plat within 30 days after the plat was filed.

\_\_\_\_\_  
Chairman

**EXHIBIT "J"**

That Chapter 12, "Unified Development Ordinance," Section 8.1, "Purpose," Section 8.2, "General Requirements and Minimum Standards of Design," Section 8.3, "Waiver of Subdivision Standards," and Section 8.4, "Certifications," of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

**8.1 Purpose**

The subdivision of land is a major factor in the process of sound community growth and ultimately becomes a public responsibility in that the streets and other infrastructure must be maintained and various public services customary to urban areas must be provided. These regulations seek to protect the interests of public and private parties by granting certain rights and privileges and requiring certain obligations in association with the subdivision and development of land. The welfare of the entire community is affected in many important respects. Therefore, it is in the interest of the public, the developer, and the future landowners that the subdivisions and developments be conceived, designed, and developed in accordance with sound rules and proper minimum standards. These regulations encourage the growth of the City of College Station in an orderly manner.

**8.2 General Requirements and Minimum Standards of Design for Subdivisions within the City Limits****A. Suitability of Lands**

The Commission shall approve the subdivision of land if, from adequate investigations conducted by all public agencies concerned, it has been determined that in the best interest of the public, the site is suitable for platting and development purposes of the kind proposed.

**B. Zoning and Other Regulations**

No plat of land within the force and effect of an existing zoning ordinance shall be approved unless it conforms to such zoning and other pertinent regulations.

**C. Reserved Strips and Tracts Prohibited**

A plat shall not provide reserved strips or tracts of land. In addition, the effect of phasing of a plat, provision of common area or other land or easement shall not unnecessarily restrict access to land, right-of-way, or easements dedicated or intended to be dedicated to the public by the subject plat or adjacent developments.

**D. Technical Standards**

All public infrastructure shall be designed and constructed in accordance with the *Bryan/College Station Unified Design Guidelines*, *Bryan/College Station Unified Technical Specifications*, *Bryan/College Station Unified Construction Details* and all other applicable local, state, and federal requirements. Hereafter, these documents shall be referred to collectively as the "*B/CS Unified Design Guidelines*." Where there is a conflict of standards, the more stringent standard shall apply, as determined by the City Engineer. The City shall accept for public use only streets, alleys, water, waste water, drainage, and other public infrastructure that comply with these standards for construction.

**E. Streets****1. Streets on the Thoroughfare Plan**

Where a subdivision encompasses or is adjacent to a thoroughfare, as shown on the Thoroughfare Plan of the City, the thoroughfare shall be constructed and

included in the subdivision plat to maintain continuity in the approximate location as shown, and of the type indicated.

**2. Relation to Adjoining Street System**

- a. Where there is an existing street adjacent to or through the area to be subdivided, the necessary street intersections to the existing street shall be constructed.
- b. Existing and planned streets and Public Ways in adjacent or adjoining areas shall be continued in alignment therewith.
- c. When land is subdivided into larger parcels rather than ordinary building lots, such parcels shall be arranged so as to allow for the opening of future streets and logical further subdivisions.

**3. Street Projections**

- a. Where adjoining areas are not platted, the subdivision shall provide street projections to such areas by projecting a public street:
  - 1) In each cardinal direction around the proposed subdivision;
  - 2) At intervals no fewer than the maximum block length along the perimeter boundary of the subdivision; and
  - 3) To provide street connection or street frontage to land locked tracts that do not otherwise have frontage to a public street.
- b. In lieu of a public street, a Public Way may satisfy a required street projection when the Public Way is projected to future non-residential or multi-family development and can be continued through that development to a public street.

**4. Adequate Street Access**

- a. One external street connection is required for a street serving as roadway access for thirty (30) or fewer lots.
- b. When there are more than thirty (30) lots to be served by external street connections, a minimum of two (2) street connections to external paved public streets shall be required. The Commission may allow a Remote Emergency Access where development phasing or constraints of the land prevent the provision of a second street connection. Notwithstanding the foregoing, two (2) street connections to external paved public streets shall be required when one hundred (100) or more lots are served.
- c. Three (3) street connections to external paved public streets may be required by the Commission when two hundred (200) or more lots are served.
- d. Where more than one external street connection is required, at least one external street connection shall not be located over a potential hazard such as a high-pressure gas line or a creek where the 100-year floodplain overtops the street, regardless of its classification.

**5. Intersections**

In addition to the *B/CS Unified Design Guidelines*, proposed street and alley intersections shall meet the minimum spacing and requirements of the Access Management and Circulation section in Article 7 General Development Standards of this UDO.

**6. Dead-End Streets**

Dead-end streets shall be prohibited except short stubs to permit future extension. Temporary turnarounds shall be required for stubs in length of more than one-hundred feet (100') or the depth of one lot, whichever is less.

**7. Cul-de-Sacs**

- a. The maximum length of a cul-de-sac is based on the land use designation on the Future Land Use and Character Map in the adopted Comprehensive Plan in which the cul-de-sac is located. The length of a cul-de-sac is measured along the centerline of the cul-de-sac street from the center of the bulb to the edge of the nearest intersecting through street right-of-way. Cul-de-sacs shall not exceed the following lengths:
  - 1) Four-hundred and fifty feet (450') in General Suburban, Suburban Commercial, and General Commercial designations;
  - 2) Six-hundred feet (600') in Restricted Suburban and Business Park designations; and
  - 3) Seven-hundred and fifty feet (750') in Estate and Rural designations.
- b. Cul-de-sacs are not permitted in the Urban and Urban Mixed Use designations unless the proposed subdivision is surrounded by platted property and where a through street is not possible.
- c. Regardless of length, cul-de-sacs shall have no more than thirty (30) lots.

**8. Geometric Standards, Street Design Criteria**

- a. Streets and alleys shall be designed and constructed in accordance with the *B/CS Unified Design Guidelines*.
- b. Rural Residential subdivision streets may be constructed to either rural street standards or urban curb and gutter standards except that thoroughfares that continue beyond the boundary of a Rural Residential subdivision to an urban one shall be constructed to urban curb and gutter standards.

**9. Existing Substandard Street Right-of Way**

- a. Whenever an existing right-of-way is within or adjacent to a proposed subdivision and such right-of-way width is substandard, the additional width for the street shall be dedicated. For development occurring on only one side of such a roadway, the amount dedicated shall generally equal one-half (1/2) of the deficiency in width based on the classification and type of street, as measured from the existing centerline of the right-of-way. If the parcel(s) on the opposite side of the right-of-way previously dedicated a portion, the proposed plat shall dedicate the remaining width. If the opposite side of the right-of-way has a permanent constraint such as a railroad right-of-way or conservation easement, the full width of the deficiency may be required.
- b. The Administrator may reduce, increase, or eliminate the amount of right-of-way dedication based on design considerations, existing land uses, existing development on adjacent properties, and dimensions of the proposed subdivision or plat.
- c. Notwithstanding the foregoing, additional right-of-way dedication is not required for Amending Plats.

**10. Street Names and Addresses**

- a. Proposed streets that are extensions of existing streets shall bear the name of the existing street, unless otherwise recommended by the Administrator.
- b. New streets shall be named to prevent conflict or confusion with identical or similar names in the City, Brazos County 911 district, or the City's Extraterritorial Jurisdiction (ETJ).
- c. Streets shall not be named after any living person.

- d. A proposed street name may be disapproved if it too closely approximates phonetically the name of an existing street, is too difficult to pronounce, or carries undesirable meanings or connotations.
- e. Street addresses shall be assigned by the Administrator.

**F. Alleys**

- 1. Alleys may be required at the rear of all lots intended to be used for business purposes and residential lots fronting a thoroughfare.
- 2. Alleys shall generally be parallel to the street that the lot it serves fronts.
- 3. Where two (2) alleys intersect, or where an alley turns, additional width may be required to allow turning of vehicles or guying of utility poles.
- 4. Dead-end alleys shall not be permitted, except where the alley is one hundred feet (100') or less in length or the width of one lot, whichever is less.
- 5. Residential lots served by an alley shall only have driveway access via the alley.
- 6. Public alleys are prohibited in Rural Residential subdivisions.
- 7. Private alleys shall be constructed to public alley standards except that it shall be located within a common area or private access easement. The City reserves the right to not provide sanitation and fire service along private alleys.

**G. Blocks**

- 1. Blocks for single-family, duplex, and townhouse lots shall be platted to provide two (2) tiers of lots with a utility easement or alley between them. A single tier of lots may be used if the lots back up to a thoroughfare, railroad, or floodplain.
- 2. In order to provide a public street network that is complimentary to the Thoroughfare Plan and that ensures uniform access and circulation to areas intended for similar land use contexts, block length shall not exceed the following dimensions based on the land use designation on the Future Land Use and Character Map in the adopted Comprehensive Plan in which the block is located:
  - a. Six-hundred sixty feet (660') in Urban and Urban Mixed Use designations;
  - b. Nine-hundred feet (900') in General Suburban, Suburban Commercial, and General Commercial designations;
  - c. One-thousand and two-hundred feet (1,200') in Restricted Suburban and Business Park designations; and
  - d. One-thousand and five-hundred feet (1,500') in Estate and Rural designations.
- 3. If a plat is not bounded by a public through street or other qualifying break to block length then the block length measurement shall continue to extend each way beyond the plat along the public through street until the nearest intersecting through street or qualifying break to the block is reached.
- 4. Block perimeter shall not exceed the following dimensions based on the land use designation provided in the adopted Comprehensive Plan:
  - a. One-thousand and six-hundred feet (1,600') in Urban Mixed Use designations; and
  - b. Two-thousand feet (2,000') in Urban designations.
- 5. In lieu of a public street, non-residential and multi-family developments may opt to construct a Public Way to satisfy block length and block perimeter requirements when the Public Way connects two public streets. The plat shall dedicate a public access easement that covers the entire width of the private drive and sidewalks for the Public Way. The private drive and sidewalks may be constructed with the

development of the property. A Public Way shall not substitute for a thoroughfare identified on the City's Thoroughfare Plan.

6. Block length or block perimeter shall not require a new street, Public Way, or Access Way to enter the face of a block when the surrounding area of the block is subdivided so that a through movement is not possible or a new block cannot be created.

## H. Lots

### 1. General Requirements

- a. Lots shall be identified in numerical order within a block.
- b. Lot size and setback lines shall be in accordance with the applicable zoning requirements.
- c. Lots established for special purposes such as common area, open space, parkland, floodplain, drainage, utilities, or other similar facilities shall be uniquely named and are not required to meet the minimum dimensional standards for the applicable zoning district.
- d. Side lot lines shall be substantially right angle to straight right-of-way or radial to the curved right-of-way.
- e. Land located within the FEMA designated floodway shall not be included within a lot intended for residential occupancy.
- f. Lots shall be laid out so as not to cross municipal, county, school district, or utility service area boundaries.
- g. A subdivision shall not cause an existing structure to encroach into the setback of a proposed lot line.
- h. Single-family, duplex, and townhouse lots shall have frontage on a public street or a private street constructed to public standard. Lots intended for other uses that do not have frontage on a public street shall provide access via a Public Way or a private access easement containing a drive that meets City fire lane standards. The construction of the private drive may be delayed until the time of site development.
- i. No single-family dwelling, townhouse, or duplex lot shall have direct access to an arterial or collector thoroughfare; however, these lots may face toward a thoroughfare if driveway access is provided via a public alley. Notwithstanding the foregoing, single-family detached lots that are at least one-hundred feet (100') in width may have direct access with the recommendation of the Administrator and approval of the Commission. Access restrictions and determinations shall be noted on the plat.

### 2. Platting and Replatting within Older Residential Subdivisions

- a. This section applies to a subdivision in which any portion of the proposed subdivision meets all of the following criteria:
  - 1) Such portion of the subdivision is currently zoned or developed for single-family detached residential uses as of January 1, 2002 with the exception of NG-1, NG-2, NG-3, NPO, and NCO zoning districts; and,
  - 2) Such portion of the subdivision is part of a lot or building plot that was located within the City limits when it was created on or prior to July 15, 1970. This includes lots that may have been vacated or replatted after July 15, 1970 but the original plat predates July 15, 1970.

b. In addition to the other provisions of this UDO, no plat or replat intended to provide for the resubdivision of an existing lot or lots in a residential subdivision which meets the above criteria may be approved unless:

- 1) The plat does not create an additional lot or building plot; or
- 2) A plat which does create an additional lot or building plot must meet or exceed the average width of the lots along the street frontage for all of the lots in the block including the subject lot(s) and contain at least eight-thousand and five-hundred (8,500) square feet of space for each dwelling unit.

For the purpose of this section, a lot shall be defined to include the lot, lots and/or portions of lots that have been combined and used as a residential plot or building plot, as of July 15, 1970.

c. It is the applicant's responsibility to provide documentation during the application process regarding the original plat in which the lot was created and/or the configuration and ownership documentation of the properties since July 15, 1970.

### 3. Zero Lot Line Development

The following requirements apply to all proposed subdivisions with single-family residential lot line construction.

#### a. Description

Zero lot line developments require planning for all house locations to be done at the same time. Restrictions that assure the minimum distance between houses and any required easements must be recorded on the plats of the applicable lots.

#### b. Setbacks

The side building setback shall be zero on one side of the house. This reduction does not apply to the street side setback or to the interior side setback adjacent to lots that are not part of the zero lot line portion of the plat. The minimum distance between all buildings within the lot line development must be fifteen feet.

#### c. Eaves

Eaves may project a maximum of eighteen (18) inches, excluding non-combustible gutters, over the adjacent property line.

#### d. Maintenance Easement

A maintenance easement shall be dedicated between the two property owners to allow for maintenance or repair of the house built on the lot line. The easement shall be unobstructed, located on the adjacent property abutting the side wall and must be a minimum of seven and one-half (7.5) feet in width. Required maintenance easements shall be shown on the recorded plat.

#### e. Privacy

Windows or other openings that allow for visibility into the side yard of the adjacent lot are not allowed. Windows that do not allow visibility into the side yard of the adjacent lot, such as a clerestory window or a translucent window, are allowed. All materials within three feet of the property line shall be fire-rated to meet building code requirements.

### 4. Cluster Development

#### a. General Purpose

A cluster development is a residential subdivision in which the lots are allowed to be smaller (in area and width) than otherwise required for the underlying,

base zoning district, but in which the overall density of all the lots collectively do not exceed the maximum density limit for the underlying zoning district. Through the cluster development option, a subdivision can contain no more lots than would otherwise be allowed for a conventional subdivision in the zoning district, though the individual lots within the development can be smaller than required in a conventional subdivision. The average lot size in a cluster development must be less than the minimum lot size of the base zoning district. Smaller lot sizes within a cluster development are required to be offset by the provision of open space as set forth below.

**b. Conflict with Other Regulations**

If there is a conflict between the cluster development standards of this Section and any other requirement of this UDO, the standards of this Section control. Where no conflict exists, a cluster development is subject to all other applicable requirements of this UDO.

**1) Where Allowed**

Cluster developments are allowed in all residential zoning districts.

**2) Approval Procedure**

Cluster Developments are subject to the subdivision procedures set forth in this UDO. A note shall be provided on the plat that states the subdivision is a cluster development with additional descriptions as necessary.

**3) Lot Size**

There is no set minimum lot width or depth requirement within a cluster development; however, the lot size may be reduced by up to twenty-five percent (25%) as long as individual lot sizes are adequate to meet all other required density, district, and development standards.

**4) Setbacks and Building Separations**

The minimum setback standards of the base zoning district apply along the perimeter of a cluster development. All detached structures within a cluster development must be separated by a minimum distance of ten (10) feet.

**5) Open Space**

**(a) Amount of Open Space**

Cluster developments shall be subject to the minimum lot coverage and on-site open space standards of the base zoning district, if applicable.

**(b) Common Open Space Required for Cluster Developments**

**i. Minimum Requirement**

Common open space is required within a cluster development to ensure that the overall density within the development does not exceed the maximum density allowed by the underlying zoning district. Common open space must be provided in an amount of at least ten percent (10%) of the gross area of the development, massed together in areas to benefit the majority of property owners as well as protecting natural amenities. The minimum common open space area must be at least equal to the difference between:

- a. The actual, average lot area per dwelling unit within the cluster development; and

- b. The required lot area per dwelling unit for conventional development within the underlying base zoning district.

**ii. Use of Common Open Space**

Common open space must be set aside and designated as an area where no development will occur, other than project-related recreational amenities or passive open space areas. The Commission may require that up to fifty percent (50%) of required common open space be useable recreational space, if deemed necessary by the Commission to ensure adequate recreational amenities for residents of the development.

**I. Easements**

**1. Drainage Easements and Rights-of-Way**

- a. Where a subdivision is traversed by a watercourse, drainage way, natural channel or stream, a drainage easement or right-of-way may be required in accordance with the *B/CS Unified Design Guidelines*.
- b. No construction, including fences, shall impede, constrict, or block the flow of water.
- c. A drainage easement or right-of-way shall not be considered a part of the lot area for purposes of minimum lot size requirements of this UDO.
- d. When feasible, utilities may be located within drainage easements and rights-of-way. Likewise, enclosed storm drains may be contained in utility easements. In such instances, the utility easement width must be adequate to provide space for storm drains, utilities, and maintenance access.

**2. Utility Easements**

**a. Minimum Utility Easements**

**1) General Subdivisions**

Except as expressly provided for otherwise in this UDO, each block that does not contain an alley shall have a utility easement at the rear of all lots. The rear utility easements shall be twenty feet (20') in width, taken ten feet (10') from each lot where the rear of the lots abut each other, and shall be continuous for the entire length of a block. These easements shall be parallel as closely as possible to the street line frontage of the block.

**2) Rural Residential Subdivisions**

For Rural Residential subdivisions, utility easements not less than sixteen feet (16') in width shall be provided along the front of all lots on each side of a street. Where the front easement is impractical on one side of the street, a utility easement no less than twenty feet (20') in width shall be provided on the other side of the street as determined by the City. Additionally, utility easements ten feet (10') in width shall be required along the side and rear of all lots.

**b. Additional Utility Easements**

Additional utility easements or additional easement width other than as described above may be required by the City Engineer or *B/CS Unified Design Guidelines* based on the number, size, configuration or depth of existing, proposed or anticipated utilities. Where the proposed subdivision adjoins an unplatted area or future phase of the subdivision, the City Engineer may require twenty foot (20') width of easement along the rear of lots adjoining the unplatted area and/or an additional ten feet (10') in width along the boundary of the subdivision or subdivision phase.

**c. Improvements in Easements**

Buildings, signs, masonry walls, and other vertical structures that require a building permit are not permitted within utility easements. Landowners may place a fence in utility easements if unlocked gates are provided to allow free movement of excavating machines, maintenance equipment, and personnel throughout the full length of the easement.

**3. Access Easements**

- a. A private access easement shall be required to provide access to property that does not have direct frontage to a public right-of-way or a Public Way. Private access easements may also be required when shared driveway access is necessary to meet driveway spacing requirements along a public street or Public Way. Driveways in required private access easements shall be constructed to City fire lane standards and their installation may be delayed until the time of site development. When private access easements are provided, construction and maintenance responsibilities shall be assigned and noted on the plat or the recorded volume and page of the access instrument shall be referenced on the plat.
- b. A public access easement shall be provided for a Public Way, for public sidewalks on private property, and when serving as an Access Way. Fences, gates, parking, or other obstructions that restrict or block access are prohibited.

**4. Off-Site Easements**

All easements outside the boundaries of a plat that are necessary for the installation of public infrastructure to serve the subdivision or development plat shall be acquired by the applicant and conveyed by an instrument approved by the City Attorney.

**5. Non-Public Easements**

Except as set forth herein, dedication of rights-of-way, easements, and public infrastructure shall not be encumbered by private easements that have pre-existing rights. Minor crossings are allowed.

**J. Access Ways**

1. Existing and planned Access Ways in adjacent or adjoining areas shall be continued in alignment therewith.
2. In Blockfaces over nine hundred feet (900') in length, an Access Way shall extend across the width of the block near the center of the block.
3. To provide additional pedestrian and bicycle circulation, an Access Way shall be required on a cul-de-sac street to connect to existing or planned facilities in the vicinity such as schools, parks, transit stops, and multi-use paths.
4. An Access Way may be required to provide additional pedestrian and bicycle circulation within a subdivision, between subdivisions, between cul-de-sacs, or to

provide access to schools, parks, shopping centers, multi-use paths, transportation, and other community facilities in the vicinity.

5. If an Access Way is greater than three hundred feet (300') in length then an additional access point to the Access Way shall be provided.

## **K. Sidewalks**

### **1. Policy**

Sidewalks should be located and constructed so as to provide a safe and effective means of transportation for non-vehicular traffic.

### **2. Required Sidewalks**

- a. Sidewalks shall be required on both sides of all streets, including cul-de-sacs, except as follows or as provided elsewhere in this UDO.
- b. Where a multi-use path is shown along a street on the Bicycle, Pedestrian, and Greenways Master Plan, the sidewalk may be incorporated as part of the multi-use path.

### **3. Sidewalk Exceptions**

Sidewalks are not required:

- a. Along a street classified on the Thoroughfare Plan as a Freeway/Expressway that does not have frontage roads. Sidewalks, however, shall be provided along frontage roads of a Freeway/Expressway;
- b. Along streets identified on the Thoroughfare Plan with an Estate/Rural context;
- c. Along new or existing streets within a Rural Residential subdivision constructed to the rural section; or
- d. Along existing residential streets unless sidewalks have been identified in the Bicycle, Pedestrian, and Greenways Master Plan or in the applicable neighborhood, district, or corridor plan.

### **4. Standards**

Sidewalks shall be constructed in accordance with the following criteria:

- a. The *B/CS Unified Design Guidelines* and all applicable state and federal requirements;
- b. Consistent with the minimum standards necessary to meet the projected non-vehicular traffic demand in the area;
- c. Sidewalks shall maintain a minimum clear width as set forth in the *B/CS Unified Design Guidelines*; and
- d. All sidewalks shall terminate into streets or driveways with ambulatory ramps.

### **5. Timing of Construction**

Except as set forth below, all required sidewalks must be constructed concurrently with the street, or if the street is already constructed prior to acceptance of all public improvements.

#### **a. Residential Subdivisions**

At the time of final plat application, the subdivider may opt to defer the construction of sidewalks on residential streets along single-family, duplex, or townhouse lots for up to one year from approval of the final plat when the subdivider provides a bond or surety in accordance with Section 8.6 Construction, Guarantee of Performance, and Acceptance of Public Infrastructure. The subdivider shall provide a sidewalk plan with the final plat construction documents and installation of the sidewalks shall comply with this plan. Notwithstanding the foregoing, this provision does not allow the

deferment of the construction of sidewalks along thoroughfares, sidewalk ramps at all street intersections, and sidewalks along residential streets that are not adjacent to a residential lot such as along a common area, creek crossing, or park. Other pedestrian facilities such as Access Ways and multi-use paths shall be constructed at the same time as the public infrastructure of the plat.

**b. Fee in Lieu of Construction**

**1) Fee in Lieu**

Except for development located within the Northgate zoning districts, a developer may request to pay a fee in lieu of constructing the sidewalk(s) required in this Section upon approval by the Planning and Zoning Commission as set forth below.

**2) Amount of Fee**

The amount of fee in lieu of sidewalk construction shall be a unit cost determined by the City Engineer based upon current estimated costs. The unit cost fee shall be kept on file in the Office of Planning and Development Services and made available to the public upon request. The unit cost fee calculation shall be reviewed at least annually by the City Engineer and adjusted as necessary.

**3) Criteria to Allow Fee in Lieu**

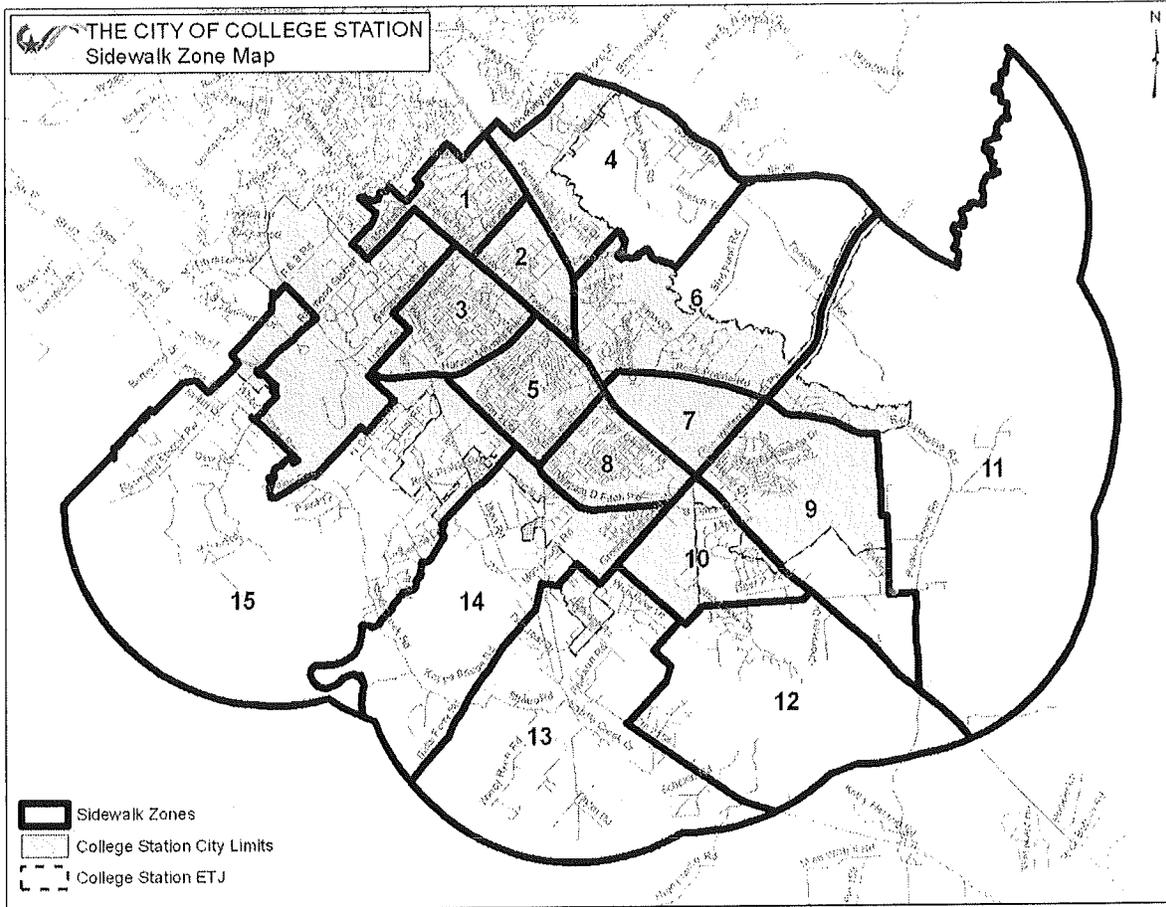
The Planning and Zoning Commission may authorize a fee in lieu of sidewalk construction when it determines that one or more of the following conditions exists:

- (a) An alternative pedestrian way or multi-use path has been or will be provided outside the right-of-way;
- (b) The presence of unique or unusual topographic, vegetative, or other natural conditions exist so that strict adherence to the sidewalk requirements contained herein is not physically feasible or is not in keeping with the purposes and goals of this UDO or the City's Comprehensive Plan;
- (c) A capital improvement project is imminent that will include construction of the required sidewalk. Imminent shall mean the project is funded or projected to commence within twelve (12) months;
- (d) Existing streets constructed to rural section that are not identified on the Thoroughfare Plan with an Estate/Rural context;
- (e) When a sidewalk is required along a street where a multi-use path is shown on the Bicycle, Pedestrian, Greenways Master Plan;
- (f) The proposed development is within an older residential subdivision meeting the criteria in Section 8.2.H.2 Platting and Replatting within Older Residential Subdivisions of this UDO; or
- (g) The proposed development contains frontage on a Freeway/Expressway as designated by Map 6.6, Thoroughfare Plan-Functional Classification, in the City's Comprehensive Plan.

**4) Use of Fee**

The City Council hereby establishes sidewalk zones as show in the map attached as Figure 1 of this section and which map shall be kept in the Office of Planning and Development Services and made available to the public upon request. Fees collected in lieu of sidewalk construction shall be expended in the sidewalk zone within which the proposed development is located. Fees collected in lieu of sidewalk construction

shall be used only for construction, reconstruction, or land acquisition costs associated with sidewalks, multi-use paths, and other non-vehicular ways.



**Figure 1 – Sidewalk Zone Map**

**5) Reimbursement**

The City may, from time-to-time, acquire land for sidewalks or make sidewalk improvements related to actual or potential development. If this occurs, the City may require subsequent sidewalk obligations to be a fee rather than construction in order to reimburse the City for the cost associated with acquisitions or construction.

**6) Fee Due**

Fees paid pursuant to this Section shall be remitted to the City when the guarantee of construction of public improvements for the proposed development is due or upon commencement of construction, whichever occurs first.

**7) Special Fund; Right to Refund**

All fees received by the City in lieu of sidewalk construction shall be deposited in a fund referenced to the sidewalk zone to which it relates. The City shall account for all fees in lieu of sidewalk construction paid under this Section with reference to the individual development involved. Any fee paid for such purposes must be expended by the City within seven (7) years from the date received by the City. Such funds shall be considered to be spent on a first-in, first-out basis. If not so expended,

the landowners of the property on the expiration of such period shall be entitled to a prorated refund of such sum. The owners of such property must request a refund within one (1) year of entitlement, in writing, or such refund will be barred.

**L. Bicycle Facilities**

**1. General**

Bicycle facilities are planned and located to provide connectivity to the existing street network, parks, schools, greenways, neighborhoods, and other key destinations; increase safety; and promote health and wellness.

**2. Timing**

Bicycle facilities shall be required in accordance with the Bicycle, Pedestrian and Greenways Master Plan and the *B/CS Unified Design Guidelines* and constructed along with other public infrastructure required pursuant to this UDO.

**3. Types of Bicycle Facilities**

There are at least three (3) types of bicycle facilities that may be required. These types include the following:

- a. Multi-use Path: a facility completely separated from auto traffic and within an independent right-of-way or within the right-of-way of another public facility;
- b. Bike Lane: a facility where part of the roadway or shoulder is striped, signed, and marked for exclusive or preferential bicycle use and where vehicular parking is not permitted, unless otherwise specified; and
- c. Bike Route: a facility designated by signing and sometimes pavement markings to help make motorists aware of the presence of bicycles which share the same area with motor vehicles.

**4. Geometric Design Criteria**

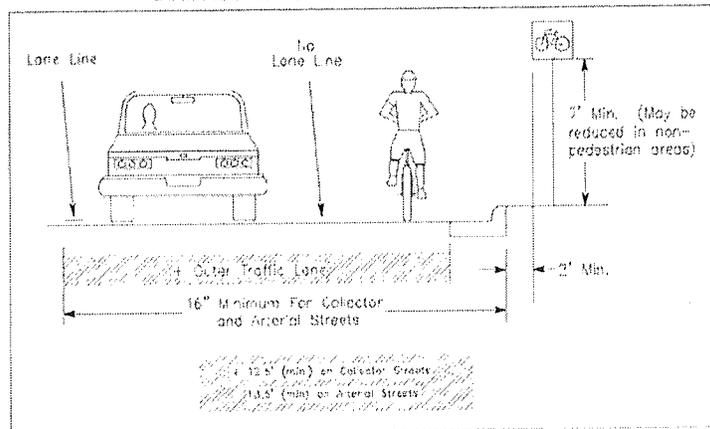
All facilities shall be designed to meet or exceed standards set forth in the "Guide for Development of Bicycle Facilities" published by the American Association of State Highway and Transportation Officials (AASHTO) and the *B/CS Unified Design Guidelines*. Signing and pavement markings for such facilities shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). Geometric design criteria for each type of bikeway facility are as follows:

**a. Bike Routes**

Bike routes shall be indicated as follows:

- 1) The placement of bike route signing and shared lane pavement markings identifies bicycle-compatible streets that will serve as bike routes;
- 2) A minimum of sixteen-foot (16') of the outer lane of streets measured from the outer lane line to the back of curb shall be required for bike routes. A typical bicycle route street is shown in Figure 1; and
- 3) Bike route signing should not end at a barrier. Information directing the bicyclist around the barrier should be provided.

**FIGURE 1  
BIKE ROUTE/BICYCLE COMPATIBLE STREET**



**b. Bike Lanes**

Bike lanes shall be as follows:

- 1) The bike lane is located within the vehicular roadway in the outside lane and is intended for the exclusive use of bicycles. Bike lanes in the City of College Station must be developed as one-way facilities and carry traffic in the same direction as adjacent motor vehicle traffic; and
- 2) In general, parking in bike lanes is prohibited. However, parking may be permitted in a bike lane in specific areas during specified times. Where parking in a bike lane is permitted, signs shall be installed to provide notice to bicyclists of when parking is allowed. Parking in a bike lane shall be limited primarily to spillover parking for public uses or events, but parking for non-public uses may also be considered.

**c. Multi-Use Paths**

The criteria for multi-use paths is as follows:

- 1) Multi-use paths should be located primarily in greenways, parks, or occasionally within street rights-of-way. If a multi-use path is to be located in the right-of-way of a street, there should be a minimum of five feet (5') separating the multi-use path from the roadway;
- 2) The standard width for a two-way multi-use path shall be ten feet (10'). In areas with projected high volumes of use, multi-use paths shall be twelve feet (12') wide;
- 3) The minimum width of a one-directional bicycle path is five feet (5'). It should be recognized, however, that one-way bicycle paths often will be used as two-way facilities unless effective measures are taken to assure one-way operation. Without such enforcement, it should be assumed that bicycle paths will be used as two-way facilities and designed accordingly;
- 4) A minimum of three-foot (3') width graded area shall be maintained adjacent to both sides of the multi-use path to provide clearance from trees, poles, walls, fences, guard rails, or other lateral obstructions; and
- 5) Multi-use paths shall be located in a public access easement of a minimum twenty feet (20') in width.

**M. Water Facilities**

1. All subdivisions shall have access to water supply and distribution systems for adequate fire protection and domestic use. All water mains, distribution and service lines shall be provided to each lot and constructed in accordance with the *B/CS Unified Design Guidelines* and all applicable state and federal requirements. Where there is a conflict of standards, the more stringent standard shall apply, as determined by the City Engineer. The City shall accept for public use only water mains, distribution and service lines that comply with these standards for construction.
2. Water mains within the City of College Station Certificate of Convenience and Necessity (CCN) areas shall be extended in accordance with Chapter 11, Utilities, of the College Station Code of Ordinances.
3. Where a subdivision contains a water line as shown on the Comprehensive Plan of the City, such water line shall be designed and installed to maintain continuity in the approximate location as shown, and of the size indicated.
4. Water distribution lines shall be extended from the nearest City approved point of connection to the furthest boundary line of the platted subdivision.
5. For water systems that are not part of the City of College Station's water utility, the subdivider shall provide a letter with the construction documents from the non-City utility that the non-City utility is able to properly serve the proposed subdivision. Construction of all water facilities within a subdivision must comply with the *B/CS Unified Design Guidelines*. Plans for such systems will be subject to City review and inspection. City involvement with such water system ends at the sanitization of the line.

**N. Waste Water Facilities**

1. All subdivisions shall have access to waste water facilities. All collection mains and service lines shall be provided to each lot and constructed in accordance with *B/CS Unified Design Guidelines* and all applicable state and federal requirements. Where there is a conflict of standards, the more stringent standard shall apply, as determined by the City Engineer. The City shall accept for public use only waste water facilities that comply with these standards for construction.
2. Waste water mains within the City of College Station Certificate of Convenience and Necessity (CCN) areas shall be extended in accordance with Chapter 11, Utilities, of the College Station Code of Ordinances.
3. Where a subdivision contains a waste water line as shown on the Comprehensive Plan of the City, such waste water line shall be designed and installed to maintain continuity in the approximate location as shown, and of the size indicated.
4. For waste water systems that are not part of the City of College Station's waste water utility, the subdivider shall provide a letter with the construction documents from the non-City utility that the non-City utility is able to properly serve the proposed subdivision. Construction of all waste water facilities within a subdivision must comply with the *B/CS Unified Design Guidelines*. Plans for such systems will be subject to City review and inspection. Waste water lines for these systems that are outside the subdivision are not required to meet City standards.
5. **Alternate Waste Water Facilities**
  - a. If waste water main extension is exempted as per Chapter 11, Utilities, of the College Station Code of Ordinances or if the subdivision is located outside of the City of College Station CCN or otherwise not served by the City, the subdivider may provide temporary alternative waste water disposal as follows and as may be conditioned by Chapter 11, Utilities, of the College Station Code of Ordinances or otherwise:

**1) Organized Waste Water Collection and Treatment System**

A subdivider may have a proposed subdivision served by a non-City organized waste water collection and treatment system. Such system must be permitted to dispose of wastes by the Texas Commission on Environmental Quality (TCEQ) in accordance with 30 TAC Chapter 305 and obtain approval of engineering, planning and materials for such systems under 30 TAC Chapter 317 from the TCEQ prior to approval of the final plat by the Planning & Zoning Commission.

**2) On-Site Sewage Facilities**

A subdivider may have a proposed subdivision served by on-site sewage facilities as set forth below:

- (a) On-site facilities which serve single family or multi-family residential dwellings with anticipated waste water generation of no greater than five-thousand (5,000) gallons per day must comply with 30 TAC Chapter 285 and other applicable law;
- (b) Proposals for sewerage facilities for the disposal of sewage in the amount of five-thousand (5,000) gallons per day or greater must comply with 30 TAC Chapter 317 and other applicable law;
- (c) The Brazos County Health Department shall review proposals for on-site sewage disposal systems and make inspection of such systems as necessary to assure that the system is in compliance with the *Texas Health and Safety Code*, Chapter 366 and rule in 30 TAC Chapter 285, and in particular §§285.4, 285.5, and 285.30 – 285.39 and any other applicable rules or regulations within the purview of such department; and
- (d) In addition to the unsatisfactory on-site disposal systems listed in 30 TAC §285.3(i), pit privies and portable toilets are not acceptable waste disposal systems for lots platted under these rules.

**b. Sanitary Sewer Master Plan**

A gravity sanitary sewer master plan shall be designed for subdivisions that contain lots that are two (2) acres and smaller and that utilize alternative waste water disposal methods. This master plan is required to assure that all lots, at some future date, can be connected by gravity service line to the future sewer collection system. Adequately sized sewer lines shall be provided within the subdivision's sewer master plan such that they conform to the City's Utility Master Plan. All lines designed within this master plan shall meet the *B/CS Unified Design Guidelines* and all applicable state and federal regulations. This master plan shall consist of: verbiage explaining all design assumptions, plan and profile layouts of all future gravity lines to be constructed within the subdivision, and a minimum finished floor elevation established for each lot to assure a connection to the future gravity sewer collection system. All minimum finished floors established by this master plan shall be placed on the respective lots on the final plat.

**O. Special Flood Hazard Areas**

All development encroaching into a FEMA special flood hazard area shall be in accordance with the *B/CS Unified Design Guidelines*, Chapter 13 Flood Hazard Protection Ordinance, and all applicable local, state and federal requirements. Where there is a conflict of standards, the more stringent standard shall apply, as determined by the City Engineer. The City shall only accept improvements for public use that comply with these standards for construction.

**P. Drainage**

1. All drainage shall be in accordance with the *B/CS Unified Design Guidelines*, Chapter 13 Flood Hazard Protection Ordinance, and all applicable local, state and federal requirements. Where there is a conflict of standards, the more stringent standard shall apply, as determined by the City Engineer. The City shall only accept improvements for public use that comply with these standards for construction.
2. Rapid conveyance, the phasing of development, the use of control methods such as retention or detention, and/or the construction of off-site drainage improvements as means of mitigation, as provided in the *B/CS Unified Design Guidelines* and as may be required and approved by the City.
3. No construction shall impede, constrict, or block, the flow of water in any drainage pathway.
4. **Lot Grading**
  - a. Lots shall be laid out so as to provide positive drainage away from all buildings. Individual lot drainage shall be coordinated with the general storm drainage for the area. Drainage shall be designed so as to avoid the concentration of storm drainage water from each lot to adjacent developable lots. A subdivision grading plan shall be provided with the construction documents. A general drainage pattern that meets all applicable rules and regulations shall be provided for each proposed block and lot. Subsequent permits for each lot shall comply with the approved grading plan.
  - b. All single-family residential lots must be graded to meet the elevation of adjoining property with positive drainage. Multi-family and non-residential lots shall be graded to match elevations at adjoining properties to provide good access and to minimize the use of retaining walls.

**Q. Gas or Oil Lines****1. Identification**

High pressure flammable gas or fuel lines are defined as those which are operated or may be expected in the future to operate at a pressure of over sixty (60) pounds per square inch. High pressure flammable gas or fuel lines, installed on public property, shall be buried with a minimum cover of thirty inches (30"), and shall be marked by an all-weather typed sign, installed at each crossing and at intervals of not more than three hundred feet (300'). The signs shall be installed by the utility company, state that the line is high pressure, identify the utility company name, provide an emergency phone number, and state the type of product or products transported therein.

**2. Notification to Utility Company**

The subdivider shall provide written notification to the utility company regarding any proposed construction over an existing facility or within a utility's easement and provide proof of such notification to the City Engineer.

**R. Street Lights****1. General Standards**

- a. Street lights shall be designed and installed according to the utility standards in effect at the time of subdivision construction or addition thereto.
- b. The quantity, size, and type of street light pole and fixture shall be selected by the subdivider from the approved City of College Station street light standards.
- c. The subdivider shall furnish public utility easements for the installation of street lights, with said easements to normally be five feet (5') in width.
- d. Where underground electric service is provided, all street lighting and site lighting equipment shall be placed underground except for the poles on which the lights are to be affixed. Where overhead electric service is provided, street lighting and site lighting equipment may be placed overhead or underground.

**2. Street Light Locations**

- a. Street lights shall normally be required at all street intersections and Access Ways, in cul-de-sacs, and at approximately three hundred feet (300') intervals along tangent streets.
- b. In Rural Residential subdivisions, street lights are only required at street intersections and at the end of cul-de-sacs greater than three hundred feet (300') in length. The subdivider may request additional street lights at other locations within the subdivision, provided the frequency does not exceed the general subdivision location standards recited above.

**3. Installation and Maintenance**

- a. The subdivider or his authorized construction representative shall be responsible for furnishing and installing all street light facilities in accordance with the electric utility's design and specifications and this UDO. All conduit installations shall be inspected prior to acceptance for conformance with the utility specifications.
- b. Street lights shall be owned and maintained by electric utility provider with Certificate of Convenience and Necessity (CCN) for that area.
- c. The electric utility provider shall not be responsible for the installation or maintenance of street lights on alleys, private streets or drives.

**S. Electric Facilities**

1. All subdividers shall ascertain which electric utility is certificated to serve the proposed subdivision. The electric utility design and facilities must meet all applicable City ordinances.
2. All electric utility service shall be installed underground in all subdivisions. All lateral electric lines and service lines supplying electric utility service shall be placed underground except Rural Residential subdivisions may have lateral electric lines and service lines supplying electric utility service placed overhead.
3. Overhead feeder lines may be placed in the following locations:
  - a. Along the perimeter of a platted subdivision;
  - b. Adjacent to or within the right-of-way of thoroughfares identified on the current Thoroughfare Plan of the City of College Station and approved for the location of overhead utilities; and
  - c. Within alleys or dedicated easements identified for the location of aerial utility feeder lines on the approved subdivision plat.

4. The subdivider shall dedicate public utility easements upon forms approved by City for the installation of electric utilities. All liens and other ownership interests shall be subordinated to the easement use.
5. Where electric service is placed underground, all auxiliary equipment for such service, including but not limited to transformers, junction enclosures and switching devices, shall be pad-mounted on grade or shall be placed underground.
6. Where the electric service is placed underground, all street lighting and site lighting equipment shall be placed underground except for the poles on which the lights are to be affixed. The City or the electric utility shall not be responsible for the installation or maintenance of street lights on alleys, private streets or drives.
7. The subdivider shall be responsible for the costs and installation of all on-site underground development feeder, lateral, and service lines utilized to provide electric utility service to the subdivision. The specifications for the conduit shall be provided by the electric utility prior to installation. All conduit installations shall be inspected prior to acceptance for conformance to utility specifications.
8. Temporary utility service may be provided via overhead line extension.
9. The subdivider shall contact the appropriate electric utility provider to determine any additional requirements.

**T. Monuments and Corner Markers**

1. All block corners, angle points and points of curves, and all corners of boundary lines of subdivisions shall be marked with a one-half inch (1/2") steel rod, two feet (2') in length, set in the center of a concrete monument six inches (6") in diameter and thirty inches (30") deep, with the top flush with the finished ground surface.
2. Where, due to topographic conditions, permanent structures or other conditions, the view is obstructed between any two (2) adjacent monuments, intermediate monuments shall be set as to assure a clear view between adjacent monuments.
3. Corner markers, consisting of a one-half inch (1/2") steel rod or three-fourths inch (3/4") pipe, two feet (2') in length, shall be driven flush with the ground surface to mark the corners of all lots.

**U. Owners Associations for Common Areas and Facilities**

1. A Homeowners Association or Property Owners Association ("Owners Association") shall be established with direct responsibility to, and controlled by, the property owners involved to provide for operation, repair and maintenance of all common areas, fences, walls, gate equipment, landscaping, and all other common facilities, including private streets and sidewalks, which are part of the subdivision (the "Common Facilities").
2. The Owners Association shall prepare and file for record a legal instrument establishing a plan for the use and permanent repair and maintenance of the Common Facilities and demonstrating that the association is self-perpetuating and adequately funded to accomplish its purpose and shall provide that the Owners Association hereby unconditionally and irrevocably agrees to indemnify, defend and hold the City and the City's officials, agents, employees and contractors harmless, from and against any loss, liability, demand damage, judgment, suite, claim deficiency, interests, fee, charge, cost or expense (including, without limitation, interest, court cost and penalties, attorney's fees and disbursement and amounts paid in settlement, or liabilities resulting from any charge in federal, state or local law or regulation or interpretation hereof) of whatever nature, even when caused in whole or in part by the City's negligence or the joint or concurring negligence of the City and any other person or entity, which may result or to which the City and/or any of the City's officials, agents, employees and contractors may sustain, suffer, incur or become subject to in connection with or arising in any

way whatsoever out of the maintenance, repair use or occupation of the Common Facilities, or any other activity of whatever nature in connection therewith, or arising out of or by reason of any investigation, litigation or other proceedings brought or threatened, arising out of or based upon the operation, management, maintenance, repair and use of the Common Facilities, or any other activity in the subdivision.

3. The budget for the Owners Association shall include a fund reserved for the repair and maintenance of Common Facilities in the amount approved by the city staff.

## **V. Private Streets and Gating of Roadways**

### **1. General Requirements**

**The following applies to platting of roadways:**

- a. **Gating of a public roadway is prohibited.**
- b. **Streets** required to meet block length, block perimeter, or street projection requirements shall not be private or gated.
- c. Private driveways are considered public roadways for the purpose of gating requirements herein.
- d. Vehicular access shall be provided on all private and public roadways at all times for police, fire, city inspection, mail delivery, garbage pickup, dial-a-rides, utility, school buses, and other health and safety related vehicles. Access must not require drivers to exit their vehicle.
- e. A private street may not cross an existing or proposed public thoroughfare as shown on the City's Thoroughfare Plan. A private street may not disrupt or cross an existing or proposed public park or pedestrian pathway as shown on the Bicycle, Pedestrian and Greenways Master Plan.
- f. The gate design and implementation shall be such that it does not pose a threat to public health, safety and welfare as determined by the City.

### **2. Owners Association Requirements**

- a. All property owners within an existing residential area that is proposed to be gated or have private streets shall agree to become members of an operative Owners Association.
- b. The legal instrument establishing the Owners Association must provide for a street maintenance agreement and reserve fund as well as written permission for the City's access to the subdivision all of which must be submitted for approval by the City Attorney prior to the submission of the final plat.
- c. The City must have access to private roadways at any time without liability when on official business. This includes permission to remove obstructions including any gate and guard (house) upon non-compliance by the Owners Association of any terms of this ordinance or as necessary for the emergency vehicle access. In the event the City must remove obstructions to access the development, the Owners Association will be assessed all costs substantially associated therewith.
- d. In the event the City deems that substantial repairs to private street(s) within a gated community are necessary in order to ensure safe access and passage for emergency service vehicles, the City will notify the Owners Association and a public hearing before the City Council will be set for input on the projected repairs. Should the Owners Association fail to provide the satisfactory repairs deemed necessary in a time frame set by the City at the public hearing, then the City will make the necessary repairs and assess the Owners Association all costs borne by the City in repair of the private street(s). Should the Owners

Association fail to reimburse the City within 90 days, the Owners Association shall be subject to lien and possibly foreclosure of all assets including but not limited to the maintenance reserve fund.

### **3. Geometric Design Guidelines**

The following applies to the design of private roadways:

- a. Private streets shall be constructed to public street standards but located within a common area, private right-of-way, or private access easement.
- b. The gate(s) may not be placed on a public right-of-way or easement.
- c. All gate mechanical or manual operating functions shall meet Fire Department requirements and provide passage with unobstructed vertical clearance.
- d. The throat depth for a gated entry way shall meet the following requirements (Ref. Figures 1 & 2):
  - 1) A minimum of twenty feet (20') for one (1) residential single-family lot.
  - 2) A minimum of sixty feet (60') for up to twenty-five (25) single-family lots.
  - 3) A minimum of one-hundred feet (100') for twenty-six (26) single-family lots or greater.
- e. Gated entry ways shall provide adequate access for pedestrians and bicycles.
- f. Gated entry ways to subdivisions shall provide adequate turnaround areas for vehicles that are denied access in order to prevent backing into a public street. (Ref. Figures 1 & 2)
- g. The gated entry way driveway pavement widths to subdivisions, for both egress and ingress, shall be a minimum of twenty feet (20') per driveway and are required to provide a minimum four feet (4') center median. (Ref. Figures 1 & 2)
- h. The gated area shall provide a minimum unobstructed vertical clearance of fourteen feet and six inches (14'-6") from finished roadway surface over the entire width of the entry roadway.
- i. Public safety elements and signing shall be included in the gate entry way design.

### **4. Converting Private Streets to Public Streets**

The following is required when converting private streets to public streets:

- a. Upon a written request signed by duly authorized Owners Association officers and submitted to the City Council of the City of College Station, dedication of private streets to the public may be accomplished providing the private streets are brought up to City standards for public streets and the City Council has agreed to accept the streets.
- b. The written request by the Owners Association officers will be accompanied by a petition containing the signatures of the owners of 100% of the existing lots in the subdivision, except when in the public interest.
- c. All repairs or reconstruction of private streets to City standards must be accepted by the City prior to conversion. All conversion dedication costs will be paid by the Owners Association.

### **5. Existing Gates**

Any gate as defined by this Section existing at the time of adoption of these provisions (Ordinance #2280) which has received an approval from either the City or the County is deemed exempt from the requirements of this Section except

when the City must remove such gates in order to ensure the access for the immediate health, safety, and welfare of the public. The Owners Association responsible for such gate assumes all costs associated therewith.

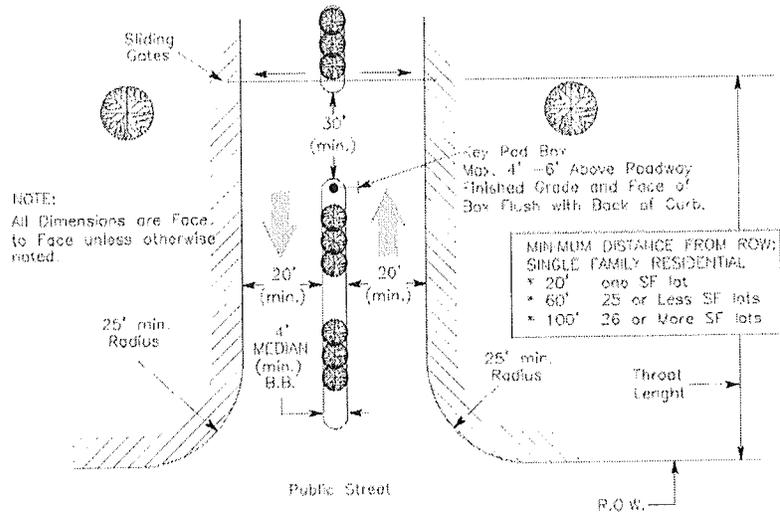


FIGURE 1

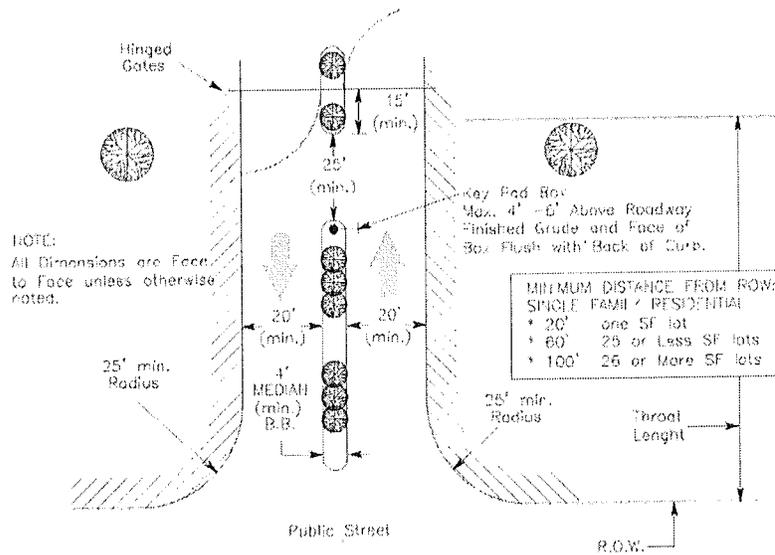


FIGURE 2

### **8.3 General Requirements and Minimum Standards of Design for Subdivisions within the City of College Station Extraterritorial Jurisdiction**

The following sets forth standards of design for subdivisions situated within the City of College Station Extraterritorial Jurisdiction:

#### **A. Reserved Strips and Tracts Prohibited**

A plat shall not provide reserved strips or tracts of land. In addition, the effect of phasing of a plat, provision of common area or other land or easement shall not unnecessarily restrict access to land, right-of-way, or easements dedicated or intended to be dedicated to the public by the subject plat or adjacent developments.

#### **B. Technical Standards**

All public infrastructure shall be designed and constructed in accordance with the *Bryan/College Station Unified Design Guidelines, Bryan/College Station Unified Technical Specifications, Bryan/College Station Unified Construction Details* and all other applicable local, state, and federal requirements. Hereafter, these documents shall be referred to collectively as the "*B/CS Unified Design Guidelines.*" Where there is a conflict of standards, the more stringent standard shall apply, as determined by the City Engineer.

#### **C. Streets**

##### **1. Streets on the Thoroughfare Plan**

Where a subdivision encompasses or is adjacent to a thoroughfare, as shown on the Thoroughfare Plan of the City, the thoroughfare shall be constructed and included in the subdivision plat to maintain continuity in the approximate location as shown.

##### **2. Relation to Adjoining Street System**

- a. Where there is an existing street adjacent to or through the area to be subdivided, the necessary street intersections to the existing street shall be constructed.
- b. Existing and planned streets in adjacent or adjoining areas shall be continued in alignment therewith.
- c. When land is subdivided into larger parcels rather than ordinary building lots, such parcels shall be arranged so as to allow for the opening of future streets and logical further subdivisions.

##### **3. Street Projections**

- a. Where adjoining areas are not platted, the subdivision shall provide street projections to such areas by projecting a public street:
  - 1) In each cardinal direction around the proposed subdivision;
  - 2) At intervals no fewer than the maximum block length along the perimeter boundary of the subdivision; and
  - 3) To provide street connection or street frontage to land locked tracts that do not otherwise have frontage to a public street.

##### **4. Adequate Street Access**

- a. One external street connection is required for a street serving as roadway access for thirty (30) or fewer lots.
- b. When there are more than thirty (30) lots to be served by external street connections, a minimum of two (2) street connections to external paved public streets shall be required. The Commission may allow a Remote Emergency

Access where development phasing or constraints of the land prevent the provision of a second street connection. Notwithstanding the foregoing, two (2) street connections to external paved public streets shall be required when one hundred (100) or more lots are served.

- c. Three (3) street connections to external paved public streets may be required by the Commission when two hundred (200) or more lots are served.
- d. Where more than one external street connection is required, at least one external street connection shall not be located over a potential hazard such as a high-pressure gas line or a creek where the 100-year floodplain overtops the street, regardless of its classification.

**5. Intersections**

In addition to the *B/CS Unified Design Guidelines*, proposed street intersections shall meet the minimum spacing and requirements of the Access Management and Circulation section in Article 7 General Development Standards of this UDO.

**6. Dead-End Streets**

Dead-end streets shall be prohibited except short stubs to permit future extension. Temporary turnarounds shall be required for stubs in length of more than one-hundred feet (100') or the depth of one lot, whichever is less.

**7. Cul-de-Sacs**

Cul-de-sacs shall not exceed seven-hundred and fifty feet (750') in length. The length of a cul-de-sac is measured along the centerline of the cul-de-sac street from the center of the bulb to the edge of the nearest intersecting through street right-of-way.

**8. Geometric Standards, Street Design Criteria**

Streets shall be designed and constructed in accordance with the *B/CS Unified Design Guidelines* with the following modifications:

- a. Local streets shall be constructed to the rural residential street standards with a minimum right-of-way width of seventy feet (70'); and
- b. All thoroughfares, regardless of classification, shall be constructed to the rural collector standard with a minimum right-of-way width of one-hundred feet (100') or larger if the thoroughfare classification requires additional right-of-way width.

**9. Existing Substandard Street Right-of Way**

- a. Whenever an existing right-of-way is within or adjacent to a proposed subdivision and such right-of-way width is substandard, the additional width for the street shall be dedicated. For development occurring on only one side of such a roadway, the amount dedicated shall generally equal one-half ( $\frac{1}{2}$ ) of the deficiency in width based on the classification and type of street, as measured from the existing centerline of the right-of-way. If the parcel(s) on the opposite side of the right-of-way previously dedicated a portion, the proposed plat shall dedicate the remaining width. If the opposite side of the right-of-way has a permanent constraint such as a railroad right-of-way or conservation easement, the full width of the deficiency may be required.
- b. The Administrator may reduce, increase, or eliminate the amount of right-of-way dedication based on design considerations, existing development on adjacent properties, and dimensions of the proposed subdivision or plat.

- c. Notwithstanding the foregoing, additional right-of-way dedication is not required for Amending Plats.

**10. Street Names and Addresses**

- a. Proposed streets that are extensions of existing streets shall bear the name of the existing street, unless otherwise recommended by the Administrator.
- b. New streets shall be named to prevent conflict or confusion with identical or similar names in the City, Brazos County 911 district, or the City's Extraterritorial Jurisdiction (ETJ).
- c. Streets shall not be named after any living person.
- d. A proposed street name may be disapproved if it too closely approximates phonetically the name of an existing street, is too difficult to pronounce, or carries undesirable meanings or connotations.

**D. Alleys**

Public alleys are prohibited in the extraterritorial jurisdiction.

**E. Blocks**

1. In order to provide a public street network that is complimentary to the Thoroughfare Plan and that ensures uniform access and circulation, block length shall not exceed one-thousand and five-hundred feet (1,500').
2. If a plat is not bounded by a public through street or other qualifying break to block length then the block length measurement shall continue to extend each way beyond the plat along the public through street until the nearest intersecting through street or qualifying break to the block is reached.
3. Block length shall not require a new street to enter the face of a block when the surrounding area of the block is subdivided so that a through movement is not possible or a new block cannot be created.

**F. Lots**

1. Lots shall be identified in numerical order within a block.
2. Lots shall be a minimum of one (1) acre in size.
3. Lots shall be at least one-hundred feet (100') in width as measured at the street; except for lots around the bulb of a cul-de-sac shall be at least seventy-five feet (75') in width.
4. Lots established for special purposes such as common area, open space, parkland, floodplain, drainage, utilities, or other similar facilities shall be uniquely named and are not required to meet the minimum lot size or lot width.
5. Side lot lines shall be substantially right angle to straight right-of-way or radial to the curved right-of-way.
6. Lots shall be laid out so as not to cross municipal, county, school district, or utility service area boundaries.

**G. Easements**

**1. Utility Easements**

**a. Minimum Utility Easements**

Utility easements not less than sixteen feet (16') in width shall be provided along the front of all lots on each side of a street. Where the front easement is impractical on one side of the street, a utility easement no less than twenty

feet (20') in width shall be provided on the other side of the street. Utility easements ten feet (10') in width shall be required along the side and rear of all lots.

**b. Additional Utility Easements**

Additional utility easements or additional easement width other than as described above may be required by the City Engineer or *B/CS Unified Design Guidelines* based on the number, size, configuration or depth of existing, proposed or anticipated utilities. Where the proposed subdivision adjoins an unplatted area or future phase of the subdivision, the City Engineer may require twenty foot (20') width of easement along the rear of lots adjoining the unplatted area or ten feet (10') in width along the boundary of the subdivision or subdivision phase.

**2. Off-Site Easements**

All easements outside the boundaries of a plat that are necessary for the installation of public infrastructure to serve the subdivision or development plat shall be acquired by the applicant and conveyed by an instrument approved by the City Attorney.

**H. Access Ways**

Public Access Ways are prohibited in the extraterritorial jurisdiction.

**I. Sidewalks**

Public sidewalks are prohibited in the extraterritorial jurisdiction.

**J. Bicycle Facilities**

Public bicycle facilities are prohibited in the extraterritorial jurisdiction.

**K. Water Facilities**

1. All subdivisions shall have access to water supply and distribution systems for adequate fire protection and domestic use. All water mains, distribution and service lines shall be provided to each lot and constructed in accordance with the *B/CS Unified Design Guidelines* and all applicable state and federal requirements. Where there is a conflict of standards, the more stringent standard shall apply, as determined by the City Engineer.
2. Water mains within the City of College Station Certificate of Convenience and Necessity (CCN) areas shall be extended in accordance with Chapter 11, Utilities, of the College Station Code of Ordinances.
3. Where a subdivision contains a water line as shown on the Comprehensive Plan of the City, such water line shall be designed and installed to maintain continuity in the approximate location as shown, and of the size indicated.
4. Water distribution lines shall be extended from the nearest City approved point of connection to the furthest boundary line of the platted subdivision.
5. For water systems that are not part of the City of College Station's water utility, the subdivider shall provide a letter with the construction documents from the non-City utility that the non-City utility is able to properly serve the proposed subdivision. Construction of all water lines within a subdivision must comply with the *B/CS Unified Design Guidelines*. Water lines for these systems that are outside the subdivision are not required to meet City standards.

**L. Waste Water Facilities****1. Private Septic Systems**

On-site sewage disposal systems (private septic systems) shall be designed to and meet all requirements of the County Health Department. These systems shall be licensed through the same agency and the license shall be kept current. A note shall be provided on the plat indicated such as above.

**2. Gravity Sanitary Sewer System**

Gravity Sanitary Sewer Systems shall be in accordance with the *B/CS Unified Design Guidelines* and all applicable state and federal requirements.

**M. Special Flood Hazard Areas**

All FEMA special floodplain hazard areas shall be according to the requirements, jurisdiction, and enforcement of the applicable county regulations.

**N. Drainage**

**1.** All drainage shall be in accordance with the *B/CS Unified Design Guidelines* and all applicable local, state and federal requirements. Where there is a conflict of standards, the more stringent standard shall apply, as determined by the City Engineer.

**2.** Rapid conveyance, the phasing of development, the use of control methods such as retention or detention, and/or the construction of off-site drainage improvements as means of mitigation, as provided in the *B/CS Unified Design Guidelines* and as may be required and approved by the City.

**3.** No construction shall impede, constrict, or block, the flow of water in any drainage pathway.

**4. Lot Grading**

Individual lot drainage shall be coordinated with the general storm drainage for the area. Drainage shall be designed so as to avoid the concentration of storm drainage water from each lot to adjacent developable lots. A subdivision grading plan shall be provided with the construction documents. A general drainage pattern that meets all applicable rules and regulations shall be provided for each proposed block and lot.

**O. Gas or Oil Lines****1. Identification**

High pressure flammable gas or fuel lines are defined as those which are operated or may be expected in the future to operate at a pressure of over sixty (60) pounds per square inch. High pressure flammable gas or fuel lines, installed on public property, shall be buried with a minimum cover of thirty inches (30"), and shall be marked by an all-weather typed sign, installed at each crossing and at intervals of not more than three hundred feet (300'). The signs shall be installed by the utility company, state that the line is high pressure, identify the utility company name, provide an emergency phone number, and state the type of product or products transported therein.

**2. Notification to Utility Company**

The subdivider shall provide written notification to the utility company regarding any proposed construction over an existing facility or within a utility's easement and provide proof of such notification to the City Engineer.

**P. Street Lights**

Public street lights are prohibited in the extraterritorial jurisdiction.

**Q. Electric Facilities**

1. All subdividers shall ascertain which electric utility is certificated to serve the proposed subdivision.
2. Electric utility facilities may be installed underground or overhead.
3. The subdivider is responsible for contacting the appropriate electric utility provider to determine any additional requirements.

**R. Monuments and Corner Markers**

1. All block corners, angle points and points of curves, and all corners of boundary lines of subdivisions shall be marked with a one-half inch (1/2") steel rod, two feet (2') in length, set in the center of a concrete monument six inches (6") in diameter and thirty inches (30") deep, with the top flush with the finished ground surface.
2. Where, due to topographic conditions, permanent structures or other conditions, the view is obstructed between any two (2) adjacent monuments, intermediate monuments shall be set as to assure a clear view between adjacent monuments.
3. Corner markers, consisting of a one-half inch (1/2") steel rod or three-fourths inch (3/4") pipe, two feet (2') in length, shall be driven flush with the ground surface to mark the corners of all lots.

**S. Owners Associations for Common Areas and Facilities**

1. A Homeowners Association or Property Owners Association ("Owners Association") shall be established with direct responsibility to, and controlled by, the property owners involved to provide for operation, repair and maintenance of all common areas, fences, walls, gate equipment, landscaping, and all other common facilities, including private streets and sidewalks, which are part of the subdivision (the "Common Facilities").
2. The Owners Association shall prepare and file for record a legal instrument establishing a plan for the use and permanent repair and maintenance of the Common Facilities and demonstrating that the association is self-perpetuating and adequately funded to accomplish its purpose.

**T. Private Streets and Gating of Roadways**

1. Gating of a public roadway is prohibited.
2. Streets required to meet block length or street projection requirements shall not be private or gated.
3. A private street may not cross an existing or proposed public thoroughfare as shown on the City's Thoroughfare Plan. A private street subdivision will not disrupt or cross an existing or proposed public park or pedestrian pathway as shown on the Bicycle, Pedestrian and Greenways Master Plan.
4. Private streets shall be constructed to public street standards but located within a common area, private right-of-way, or private access easement.
5. All other private or gated street requirements shall be according to applicable county regulations.

**U. City Participation**

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

**8.4 Waiver of Subdivision Standards**

- A.** The Commission may authorize a waiver from the regulation when, in their opinion, undue hardship will result from requiring strict compliance. In granting a waiver, the Commission shall prescribe only conditions that it deems not prejudicial to the public interest. In making the findings hereinbefore required, the Commission shall take into account the nature of the proposed use of the land involved, the existing use of land in the vicinity, the number of persons who will reside or work in the proposed subdivision, the possibility that a nuisance will be created, and the probable effect of such waiver upon traffic conditions and upon public health, convenience, and welfare of the vicinity. No waiver shall be granted unless the Commission finds:
- 1.** That there are special circumstances or conditions affecting the land involved such that strict application of the provisions of this chapter will deprive the applicant of the reasonable use of his land;
  - 2.** That the waiver is necessary for the preservation and enjoyment of a substantial property right of the applicant;
  - 3.** That the granting of the waiver will not be detrimental to the public health, safety, or welfare, or injurious to other property in the area, or to the City in administering this chapter; and
  - 4.** That the granting of the waiver will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of this UDO
- B.** Such findings of the Commission shall be incorporated into the official minutes of the meetings at which such waiver is granted. Waivers may be granted only when in harmony with the general purpose and intent of this UDO so that public health, safety, and welfare may be secured and substantial justice done.
- C. Waiver from Water Flow Requirements**  
A waiver to fire flow provisions set out in the Water Facilities standards contained in this UDO is prohibited.
- D. Waiver from Lot Size**  
A waiver to lot size provisions set out in the Extraterritorial Jurisdiction Standards contained in this UDO is prohibited.

**EXHIBIT "K"**

That Chapter 12, "Unified Development Ordinance," Section 8.6, "Construction, Guarantee of Performance, and Acceptance of Public Infrastructure," of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

**8.6 Construction, Guarantee of Performance, and Acceptance of Public Infrastructure**

Construction of private improvements is prohibited until the requirements for constructing or guaranteeing construction of public infrastructure are met as set forth herein.

**A. Construction****1. Development Permit**

Upon approval of the construction documents by the City Engineer and upon issuance of a Development Permit, the subdivider may proceed with the construction of public infrastructure. Neither the developer nor the contractor nor the subcontractor shall make a connection to or tap into the City water distribution system, electric system, or sanitary sewer system until this requirement is met. The developer shall furnish all necessary materials to make the final tap or connection.

**2. Letter of Completion and Acceptance**

When the developer constructs the required public infrastructure, all such construction shall be inspected while in progress, by the City, and must be approved upon completion by the City Engineer. A Letter of Completion will be issued by the City Engineer when:

- a. The construction conforms to the approved plans and the *Bryan/College Station Unified Design Guidelines and the Bryan/College Station Unified Technical Specifications* and all applicable city, state and federal regulations;
- b. The developer provides construction red-lined record drawings signed by the contractor acceptable to the City Engineer that contain the following attestation:

"I, \_\_\_\_\_, General Contractor for \_\_\_\_\_ development, certify that the improvements shown on this sheet were actually built, and that said improvements are shown substantially hereon. I hereby certify that to the best of my knowledge, that the materials of construction and sizes of manufactured items, if any are stated correctly hereon."

\_\_\_\_\_  
General Contractor

- c. The developer and his agent/contractor, if applicable, signs the Letter of Completion which furnishes the City a written guarantee that all workmanship and materials shall be free of defects for a period of one (1) year from the date of acceptance by the City Engineer; and
  - d. Off-site easements relating to the public infrastructure have been recorded, or are presented to the City and acceptable to be recorded.
- 3.** Upon completion by the developer, and formal acceptance by the City of the public infrastructure required to be completed by the developer, they shall become the property of the City of College Station, Texas.

**B. Guarantee of Performance**

1. In lieu of the obligation to construct public infrastructure as set forth above, the developer may elect to file security guaranteeing construction of the same in order to obtain final plat approval and to commence construction of private improvements. This may be accomplished in one of the following two (2) ways:

- a. **Performance Bond**

The developer may file with the City Engineer a bond executed by a surety company holding a license to do business in the State of Texas, in an amount acceptable to the City Engineer of the City of College Station, and in a form approved by the City Attorney. The developer shall state in writing a timeframe acceptable to the City by when such public improvements will be complete; or

- b. **Letter of Credit**

The developer has filed with the City Engineer an irrevocable letter of credit, in a form approved by the City, signed by a principal officer of a local bank, local savings and loan association, or other financial institution, acceptable to the City, agreeing to pay to the City of College Station, on demand, a stipulated sum of money to apply to the estimated cost of installation of all improvements for which the developer is responsible under this Section. The guaranteed payment sum shall be the estimated costs and scheduling as prepared by the developer's engineer and approved by the City Engineer. The letter shall state the name of the subdivision and shall list the improvements which the developer is required to provide.

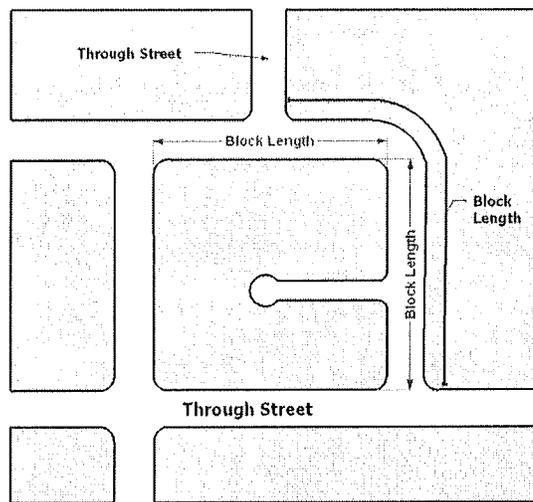
2. If one (1) of the two (2) types of security is filed by the developer and accepted by the City as described above, the City Engineer shall inspect and approve the construction of public improvements in accordance with the requirements of this UDO when same occurs. If the developer fails to properly construct some or all required public improvements, the City Attorney shall, on direction of the City Council, proceed to enforce the guarantees provided in this Section.
3. The City Engineer may extend the period of time by when completion of public improvements is to occur regardless of time periods that may be iterated elsewhere in this UDO. Such extension of time shall be granted upon a showing of good cause and shall be reported to the Commission and recorded in the minutes. No such extension shall be granted unless security, as provided herein, has been provided by the developer covering the extended period of time and provided that such extension does not jeopardize the general public health, safety, and welfare.

## EXHIBIT "L"

That Chapter 12, "Unified Development Ordinance," Section 11.2, "Defined Terms," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending said Section by adding, revising, or deleting the following terms alphabetically to or from the Section:

### **New Defined Terms Added**

**Block Length:** A measurement of the linear distance of land along a Blockface that is bounded on both ends by public through streets or by a combination of a public through street, Public Way, railroad, or 100-year floodplain. As such, gated streets, private streets, cul-de-sacs, alleys, private driveways, or Access Ways do not divide land into separate Blockfaces.



**Block Perimeter:** A measurement of the linear distance of land around the outside edge of a block, which is a total of the Blockfaces for each block. For measurement, the point of origin and end point are the same location.

**Plan, Preliminary:** A conceptual plan of a subdivision intended for planning purposes showing the location and boundaries of individual parcels of land subdivided into lots, with streets, alleys, easements, etc., generally drawn to scale and meeting the requirements of this UDO but not intended for final action in recordable form filed with the applicable county records.

**Public Way:** A Public Way provides circulation and through movement similar to a public street but is a privately maintained drive, constructed to certain street standards, and granted unrestricted access via a public access easement. The drive shall be designed to the geometric design, construction standards, and driveway spacing of a Commercial Street according to the *Bryan/College Station Unified Design Guidelines* with the following modifications. A Public Way shall have a minimum pavement structure constructed to City's fire lane standards, a minimum drive width of twenty-four feet (24') back-to-back when no parking is provided, and a minimum horizontal curve radius of two hundred feet (200'). No head-in parking is permitted but parallel parking is allowed if the drive is widened an additional ten feet (10') for each row of parallel parking provided. Parking on the drive may count toward the minimum off-street parking requirements of this UDO. Five-foot (5') sidewalks shall be provided on each side of the drive and placed a minimum three feet (3') from the back of curb. The public access easement shall be a

minimum of forty feet (40') in width or wider to incorporate the entire width of the pavement section and sidewalks on each side.

**Remote Emergency Access:** An emergency access consists of a semi-permanent all-weather surface according to the City of College Station Site Design Standards. An access is remote when the two access points are placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between the points.

**Subdivision, Rural Residential:** A subdivision that is predominately single-family lots and where one (1) acre is the minimum lot size of the base zoning district. Included are developments where lots are clustered to smaller than one (1) acre as permitted by the zoning district and/or the cluster development provision.

#### **Existing Defined Terms Revised**

**Access Way:** An Access Way consists of a minimum fifteen foot (15') wide public access easement or public right-of-way. A minimum five-foot (5') sidewalk shall be constructed in the center of the Access Way, except where the Access Way provides connection to a multi-use path, a minimum eight-foot (8') sidewalk shall be provided.

**Block:** A tract or parcel of designated as such on a duly recorded plat. Blocks are surrounded by streets or a combination of streets and other physical obstructions such as a railroad or 100-year floodplain.

**Plat:** A map of a subdivision intended to be filed for record with the applicable county records showing the location and boundaries of individual parcels of land subdivided into lots, with streets, alleys, easements, etc., drawn to scale; includes a final plat, replat, amending plat, minor plat, development plat, and vacating plat meeting the requirements of this UDO.

#### **Existing Defined Terms Deleted**

**Plat, Major:** A subdivision involving five or more lots which may or may not front on an existing street and may or may not require the creation of any new street or the extension of municipal utilities.

**Subdivision, Major:** Any subdivision of land not considered a minor subdivision.

**January 13, 2011**  
**Regular Agenda Item No. 5**  
**4005 State Highway 6 South – Right-of-Way Abandonment**

**To:** Glenn Brown, City Manager

**From:** Bob Cowell, Director of Planning and Development Services

**Agenda Caption:** Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 2.06 Acre portion of Old Rock Prairie Road Right-of-Way, which is located at 4005 State Highway 6 South adjacent to the Rock Prairie Marketplace Subdivision according to the plat recorded in Volume 9506, Page 205 of the Deed Records of Brazos County, Texas.

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

**Summary:** This Right-of-Way Abandonment as written proposes to vacate and abandon the subject portion of the Old Rock Prairie Road Right-of-Way at 4005 State Highway 6 South while retaining a Public Utility Easement and Public Access Easement on the entirety of the area requested to be abandoned.

Retaining the easements as noted will continue sufficient public and private utilities coverage, and continue access to existing platted lots for the public, emergency access, and sanitary purposes.

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

**Attachments:**

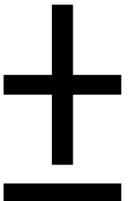
1. Attachment 1 - Vicinity Map
2. Attachment 2 - Location Map
3. Attachment 3 - Ordinance
4. Attachment 4 - Ordinance Exhibit "A"
5. Attachment 5 - Application for Abandonment (On file at the City Engineer's Office)

# Vicinity Map



**Right-of-Way  
Abandonment**

**SCALE:**  
1" = 6,000'



# Location Map



ROCK PRAIRIE RD

STONEBRIDGE DR

WILSHIRE CT

ROCK PRAIRIE RD

OLD ROCK PRAIRIE RD

SH 6

FRONTAGE 6 RD

ONRAMP 6

SH 6

FRONTAGE 6 RD

OFFRAMP 6

**Right-of-Way  
Abandonment**

**SCALE:  
1" = 3,000'**



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

**AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 2.06 ACRE PORTION OF OLD ROCK PRAIRIE ROAD RIGHT-OF-WAY LOCATED AT 4005 STATE HIGHWAY 6 SOUTH IN THE CITY OF COLLEGE STATION, TEXAS.**

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 2.06 Acre portion of the Old Rock Prairie Road variable width right-of-way, which is located at 4005 State Highway 6 South adjacent to the Rock Prairie Marketplace Subdivision according to the plat recorded in Volume 9506, Page 205 of the Deed Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (such portions collectively hereinafter referred to as the "Right-of-Way"); and

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

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

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

1. The abandonment of the Right-of-Way will not result in property that does not have access to public roadways or utilities;
2. Other than as set forth herein, there is no public need or use for the Right-of-Way;
3. Except as may be provided for in this ordinance, there is no anticipated future public need or use for the Right-of-Way;
4. As set forth in this ordinance, abandonment of the Right-of-Way will not impact access for all public utilities to serve current and future customers;
5. Utility infrastructure exists within the Right-of-Way and the City has a continuing need for currently existing public utilities to remain within the Right-of-Way, and said uses are expressly not abandoned herein; and

- 6. The City has a continuing need for public access within the Right-of-Way to platted lots, and for emergency access and sanitation purposes and such continuing needs are expressly not abandoned; and
- 7. The Right-of-Way is hereby abandoned as a public roadway and is no longer thrown open to the general public but is only for the public purposes recited herein and is in all other respects hereby abandoned.

PART 2: That the Right-of-Way known as Old Rock Prairie Road and as described in Exhibit "A" be abandoned and vacated by the City for roadway purposes; provided, however, that the City shall retain a public utility easement and public access easement on the area to be abandoned as set forth above, and the City does not abandon such uses.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:

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

2.06 ACRES

OLD ROCK PRAIRIE ROAD  
THOMAS CARUTHERS LEAGUE ABST NO. 9  
ROBERT STEVENSON LEAGUE ABST NO. 54  
CITY OF COLLEGE STATION  
BRAZOS COUNTY, TEXAS

**PROPERTY DESCRIPTION**

DESCRIPTION OF A 2.06 ACRE TRACT OF LAND IN THE THOMAS CARUTHERS LEAGUE ABSTRACT NUMBER 9 AND THE ROBERT STEVENSON LEAGUE ABSTRACT NUMBER 54 BRAZOS COUNTY, TEXAS, SAID 2.06 ACRE TRACT BEING THE OCCUPIED AND RECOGNIZED RIGHT-OF-WAY OF OLD ROCK PRAIRIE ROAD, SAID 2.06 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS BEING GRID AND REFERENCE TO THE TEXAS COORDINATE SYSTEM NAD 83 CENTRAL ZONE AND THE SURVEY CONTROL NETWORK OF THE CITY OF COLLEGE STATION, TEXAS:

**BEGINNING** at a TXDOT Type 1 concrete monument found in the easterly right-of way line of State Highway 6, being the southerly corner of a call 0.9877 acre tract as described in a deed to Weingarten Investments Inc., and recorded in Volume 7819 Page 266 of the Official Public Records of Brazos County, Texas, same being the southerly corner of Lot 1, Block 1, of Rock Prairie Marketplace, a subdivision of record in Volume 9506 Page 205 of the Official Public Records of Brazos County, Texas and being the westerly corner of the herein described tract;

**THENCE** departing the said easterly right-of-way of State Highway 6 **N 48°24'40" E** with a line common to the said 0.9877 acre tract and of Lot 1 Block 1 of Rock Prairie Marketplace, for a distance of **595.11** feet to an iron rod with cap stamped "JACOBS" set monumenting the easterly corner of the said Lot 1 Block 1 and the southerly corner of a call 4.31 acre tract as described in a deed to Weingarten Investments Inc., and recorded in Volume 7583 Page 108 of the Official Public Records of Brazos County, Texas;

**THENCE** continuing with a line common to the said 4.31 acre tract **N 43°54'03" E** for a distance of **231.80** feet to a ½" inch iron pipe found monumenting the easterly corner of the said 4.31 acre tract and the southerly corner of a call 6.566 acre tract as described in a deed to Weingarten Investments Inc., and recorded in Volume 7282 Page 72 of the Official Public Records of Brazos County, Texas;

**THENCE** continuing with a line common to the said 6.566 acre tract **N 42°27'35" E** for a distance of **682.48** feet to an iron rod with cap stamped "Pate Eng RPLS 5647" found monumenting the easterly corner of the said 6.566 acre tract and being in the southerly right-of-way line of Rock Prairie Road (having a call 90 wide right-of-way), said iron rod with cap being the northerly corner of the herein described tract;

**THENCE** with a line common to the said southerly right-of-way line of Rock Prairie Road **S 86°27'05" E** for a distance of **72.73** feet to an iron rod with cap stamped "Strong RPLS 4961" found monumenting the northerly corner of a call 17.21 acre tract as described in a deed to Weingarten Investments Inc., and recorded in Volume 8948 Page 46 of the Official Public Records of Brazos County, Texas, said iron rod being the easterly corner of the herein described tract;

2.06 ACRES

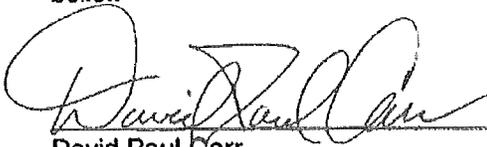
OLD ROCK PRAIRIE ROAD  
THOMAS CARUTHERS LEAGUE ABST NO. 9  
ROBERT STEVENSON LEAGUE ABST NO. 54  
CITY OF COLLEGE STATION  
BRAZOS COUNTY, TEXAS

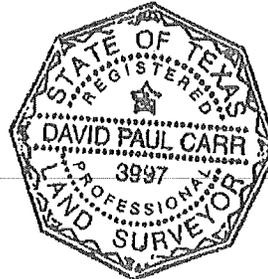
**THENCE** departing the said southerly right-of-way line of Rock Prairie Road and with a line common to the said 17.21 acre tract **S 42°29'17" W** for a distance of **941.10** feet to a 5/8" inch iron rod found monumenting the westerly corner of the said 17.21 acre tract and the northerly corner of a call 5.917 acre tract as described in a deed to Weingarten Investments Inc., and recorded in Volume 7310 Page 98 of the Official Public Records of Brazos County, Texas;

**THENCE** continuing with a line common to the said 5.917 acre tract **S 48°31'20" W** for a distance of **652.00** feet to a punch hole set in a broken TXDOT Type 1 concrete monument found in the aforementioned easterly right-of-way line of State Highway 6, and being the westerly corner of the said 5.917 acre tract, and the southerly corner of the herein described tract;

**THENCE** with the said easterly right-of-way line of State Highway 6 **N 13°01'53" W** for a distance of **66.50** feet to the **POINT OF BEGINNING** and containing 2.06 acres of land more or less.

I David Paul Carr a duly licensed and registered Professional Land Surveyor in the State of Texas do hereby certify that the foregoing description and exhibit are the results of an on the ground survey performed by Jacobs Engineering under my direction and supervision in April and May of 2010 and that it is true and correct to the best of my belief.

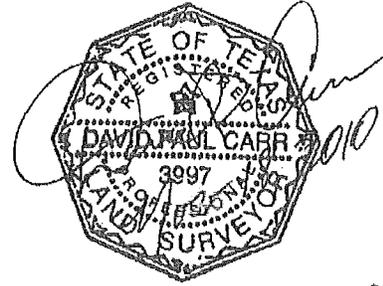
  
David Paul Carr  
Registered Professional Land Surveyor  
Texas Registration Number 3997



*Nov 18, 2010*  
Date



SCALE : 1" = 200'  
 MAY, 2010  
 CITY OF COLLEGE STATION  
 BRAZOS COUNTY, TEXAS



ROCK PRAIRIE RD.

STRONG  
RPLS 4961

(S86°27'25"E 720.25')  
 S86°27'05"E 720.19'

S86°27'05"E  
72.73'

6.566 AC.  
WEINGARTEN  
INVESTMENTS INC.  
VOL. 7282, PG. 72  
O.P.R.B.C.T.

4.31 AC.  
WEINGARTEN  
INVESTMENTS INC.  
VOL. 7583, PG. 108  
O.P.R.B.C.T.

17.21 AC.  
WEINGARTEN  
INVESTMENTS INC.  
VOL. 8948, PG. 46  
O.P.R.B.C.T.

LOT 1, BLOCK 1  
ROCK PRAIRIE MARKETPLACE  
VOL. 9506, PG. 205  
O.P.R.B.C.T.

OLD ROCK PRAIRIE RD.  
 (S42°28'54"W 682.50')  
 N42°27'35"E  
 S42°29'17"W 844.10'  
 (N42°28'03"E 941.15')

**LEGEND**

- TX.D.O.T. TYPE I MONUMENT FOUND
- IRON ROD WITH CAP FOUND (STAMPED AS NOTED)
- ⊙ IRON PIPE FOUND (AS NOTED)
- ⦿ 1/2" IRON ROD FOUND (OR AS NOTED)
- IRON ROD WITH CAP SET (STAMPED JACOBS)
- O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY TEXAS
- D.R.B.C.T. DEED RECORDS OF BRAZOS COUNTY TEXAS

0.9877  
WEINGARTEN INVESTMENTS INC.  
VOL. 7819, PG. 266  
O.P.R.B.C.T.

(S48°24'43"W)  
(595.11')  
N48°24'40"E 595.11'

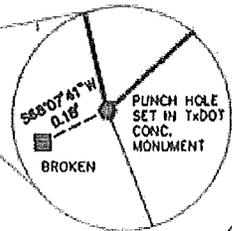
2.06 AC.

5.917 AC.  
WEINGARTEN  
INVESTMENTS INC.  
VOL. 7310, PG. 98  
O.P.R.B.C.T.

POINT OF BEGINNING  
 N34°12'24"W  
124.17'  
STATE OF TEXAS  
VOL. 589, PG. 176  
D.R.B.C.T.

N13°01'53"W  
68.50'  
STATE HIGHWAY 6

N13°21'19"W 554.64'  
(N13°21'19"W 554.64')  
STATE OF TEXAS  
VOL. 880, PG. 115  
O.P.R.B.C.T.



7.158 AC.  
WEINGARTEN  
INVESTMENTS INC.  
VOL. 7680, PG. 227  
O.P.R.B.C.T.

19.10 AC.  
WEINGARTEN  
INVESTMENTS INC.  
VOL. 7488, PG. 248  
O.P.R.B.C.T.

SKETCH to ACCOMPANY DESCRIPTION 2.06 AC.

**JACOBS™**

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**January 13, 2011**  
**Regular Agenda Item No. 6**  
**2716 Barron Road Rezoning Request**

**To:** Glenn Brown, City Manager

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

**Agenda Caption:** Public Hearing, presentation, possible action and discussion regarding a Rezoning for 2716 Barron Road of 3.49 acres from A-O Agricultural Open to R-1 Single-Family Residential, generally located between the Sonoma and Edelweiss Subdivisions.

**Relationship to Strategic Goals:** Neighborhood Integrity

**Recommendation(s):** At their meeting on December 2<sup>nd</sup>, the Planning and Zoning Commission voted (7-0) to recommend approval of the request. Staff also recommended approval of the zoning amendment based on its compliance with the Comprehensive Plan and support of existing and pending infrastructure.

**Summary:** The Unified Development Ordinance provides the following review criteria for zoning map amendments:

**Review Criteria**

- 1. Consistency with the Comprehensive Plan:** The subject property is designated as General Suburban on the Comprehensive Land Use Plan, and should be developed as high-density single-family residential. A minimum of 5,000 square foot lots may be platted under an R-1 district which is compliant with the Comprehensive Plan.
- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** R-1 Single-Family Residential is compatible with the surrounding land uses which consist of public rights-of-way and single-family residential developments. Though the adjacent residential developments are on large lots, Sonoma and Edelweiss Subdivision neighbor the subject property and are considered to be high-density residential.
- 3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The portion of the subject property that abuts Barron Road was zoned R-1 in 2008. This request is to rezone the remainder of that tract to do a larger development. Having access to Hofburg Drive will allow the residents of the proposed development to connect easily to William D. Fitch Parkway and Eagle Avenue. The property does

not appear to have any physical constraints that would make this property unsuitable for denser development.

- 4. Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:**  
The subject property is currently being used as a large lot single-family residence. The current zoning is suitable for this type of development which is consistent with the abutting properties.
- 5. Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:**  
South College Station is quickly growing in population, and has changed dramatically in the last five years. However, this area is still considered rural which can be a contributing factor of buyers' choice. The subject property in its rural state remains a marketable use for this area of the City.
- 6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** The subject tract is located adjacent to an 18-inch water main along Barron Road, as well as an 8-inch water main along Hofburg Drive. The subject tract is located between two separate sewer sheds, with a 6-inch sanitary sewer main located to the north and south of the property. Development of the tract will require the extension of a sanitary sewer main in order to be served. The subject property is in the Spring Creek Drainage Basin, and is not located in a FEMA Regulated Special Flood Hazard Area. Development of the subject tract will be required to meet the minimum standards of the City's Storm Water Design Guidelines. The subject property is located adjacent to Hofburg Drive (local) and Barron Road (4-Lane Minor Arterial). The widening project for this portion of Barron Road is included in a Capital Improvement Projects that is slated to begin construction in early 2011.

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

**Attachments:**

1. Planning & Zoning Commission Minutes – December 2, 2010
2. Ordinance

**BACKGROUND INFORMATION**

**NOTIFICATIONS**

Advertised Commission Hearing Date: December 2, 2010  
Advertised Council Hearing Dates: December 20, 2010

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

Three

Property owner notices mailed: 19

Contacts in support: 0

Contacts in opposition: 0

Inquiry contacts: 0

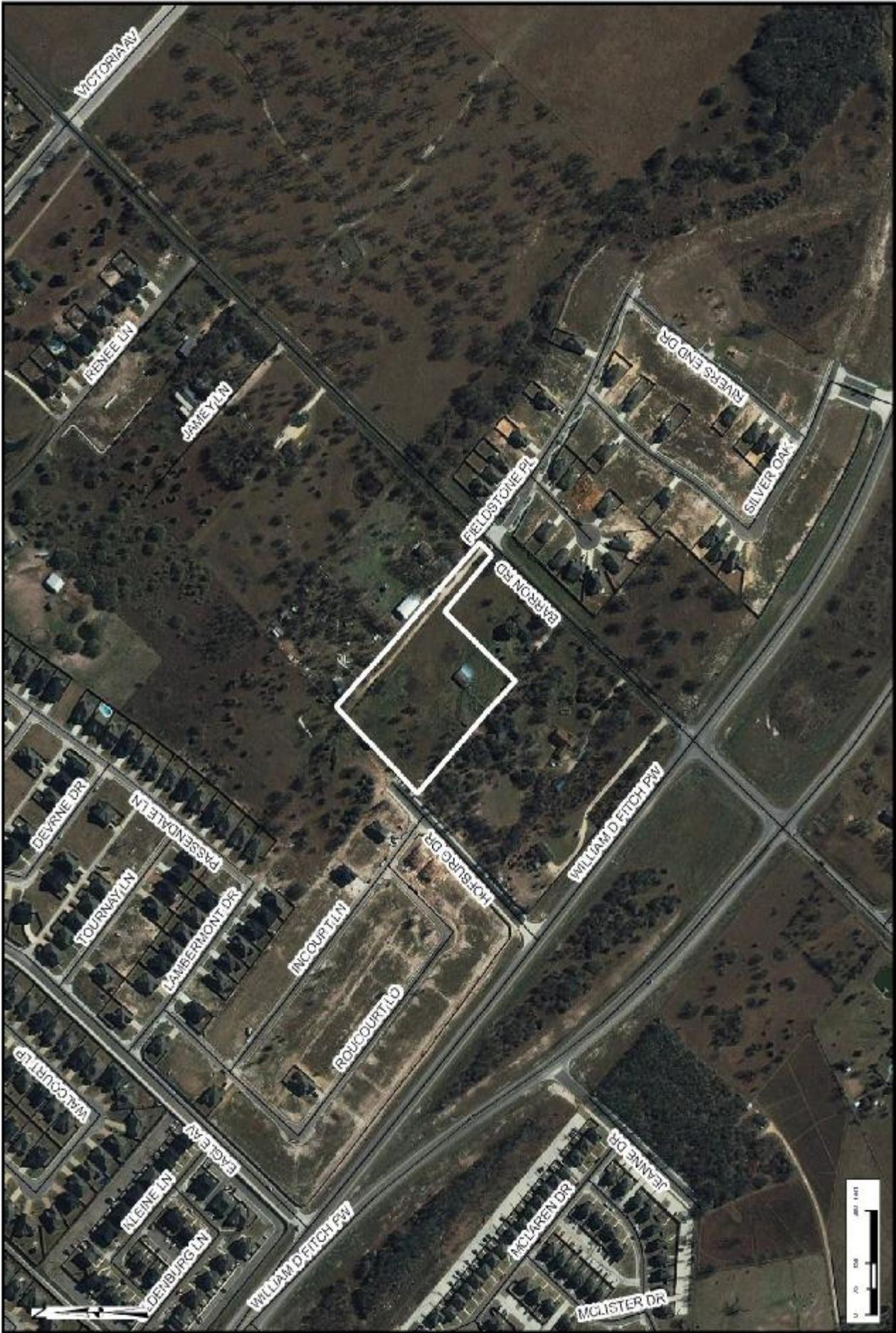
**ADJACENT LAND USES**

Direction	Comprehensive Plan	Zoning	Land Use
North	Minor Collector	N/A	Hofburg Drive
South	Four-Lane Minor Arterial	N/A	Barron Road
East	General Suburban	A-O Agricultural-Open	Residential
West	Suburban Commercial	A-O Agricultural-Open	Residential

**DEVELOPMENT HISTORY**

Annexation: June 1995  
Zoning: A-O open annexation  
Final Plat: Unplatted  
Site development: There is an existing barn and a private drive located along the eastern property line.





REZONING

Case: 10-118

CATHEY TRACT

DEVELOPMENT REVIEW







**MINUTES**  
**PLANNING & ZONING COMMISSION**  
**Regular Meeting**  
**December 2, 2010, 7:00 p.m.**  
**City Hall Council Chambers**  
**1101 Texas Avenue**  
**College Station, Texas**

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**COMMISSIONERS PRESENT:** Chairman Scott Shafer, Mike Ashfield, Craig Hall, Jodi Warner, Bo Miles, Hugh Stearns and Doug Slack

**COMMISSIONERS ABSENT:** None

**CITY COUNCIL MEMBERS PRESENT:** Katy-Marie Lyles

**CITY STAFF PRESENT:** Jason Schubert, Lauren Hovde, Carol Cotter, Alan Gibbs, Molly Hitchcock, Lance Simms, Bob Cowell, Dave Coleman, Fred Surovik, Adam Falco, Kerry Mullins, and Brittany Caldwell

1. Call meeting to order.

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

2. Hear Citizens.

None

**Regular Agenda**

3. Public hearing, presentation, possible action and discussion regarding a Rezoning for 2716 Barron Road of 3.49 acres from A-O Agricultural Open to R-1 Single-Family Residential, generally located between the Sonoma and Edelweiss Subdivisions. **Case #10-00500118 (LH)**

Staff Planner Hovde presented the Rezoning and recommended approval.

Commissioner Ashfield asked if the development would be taking access off of Hofburg Drive or Barron Road.

Jeff Robertson, McClure and Browne, stated that most of the drawings show access coming off of Hofburg Drive, but that the layout has not been finalized.

Chairman Shafer opened the public hearing.

No one spoke during the public hearing.

Chairman Shafer closed the public hearing.

**Commissioner Stearns motioned to approve the Rezoning. Commission Slack seconded the motion, motion passed (7-0).**

7. Adjourn.

**Commissioner Warner motioned to adjourn the meeting. Commissioner Stearns seconded the motion, motion passed (7-0).**

The meeting was adjourned at 10:50 p.m.

**Approved:**

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Scott Shafer, Chairman  
Planning and Zoning Commission

**Attest:**

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Brittany Caldwell, Admin. Support Specialist  
Planning and Development Services

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

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

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

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

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

PASSED, ADOPTED and APPROVED this 13th day of January, 2010

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED:

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

**EXHIBIT "A"**

That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from A-O Agricultural Open to R-1 Single-Family Residential, and as shown graphically in Exhibit "B":

FIELD NOTES  
PROPOSED R-1 ZONING  
3.49 ACRES

Being all that certain tract or parcel of land lying and being situated in the ROBERT STEVENSON LEAGUE, Abstract No. 54 in College Station, Brazos County, Texas and being part of the called 4.931 acre tract described in a deed to B.A. Cathey, Ltd. recorded in Volume 9516, Page 268 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at the west corner of the called 4.931 acre B.A. Cathey, Ltd. tract, the north corner of the called 5.00 acre Charles and Lynn Carnes tract recorded in Volume 433, Page 14 of the Brazos County Deed Records (B.C.D.R.) and being in the southeast line of EDELWEISS GARTENS, PHASE ELEVEN Subdivision as recorded in Volume 8730, Page 136 (O.R.B.C.);

THENCE: along the northwest line of the called 4.931 acre tract for the following two (2) calls:

- 1) N 44° 50' 50" E for a distance of 311.67 feet and
- 2) N 44° 49' 43" E for a distance of 19.39 feet to the north corner of the called 4.931 acre tract, said corner also being the west corner of the called 2.0 acre Joseph Alcaraz et al tract recorded in Volume 623, Page 311 (O.R.B.C.);

THENCE: S 48° 14' 07" E along the common line of the called 4.931 and 2.0 acre tracts for a distance of 256.43 feet to the south corner of the called 2.0 acre Alcaraz tract, said corner also being the west corner of the called 2.961 acre Aggie Assets, LLC tract recorded in Volume 8070, Page 226 (O.R.B.C.);

THENCE: S 48° 14' 07" E along the common line of the called 4.931 and 2.961 acre tracts for a distance of 386.96 feet to the east corner of the called 4.931 acre tract, said corner also being in the northwest margin of the recent right-of-way expansion to Barron Road (width varies);

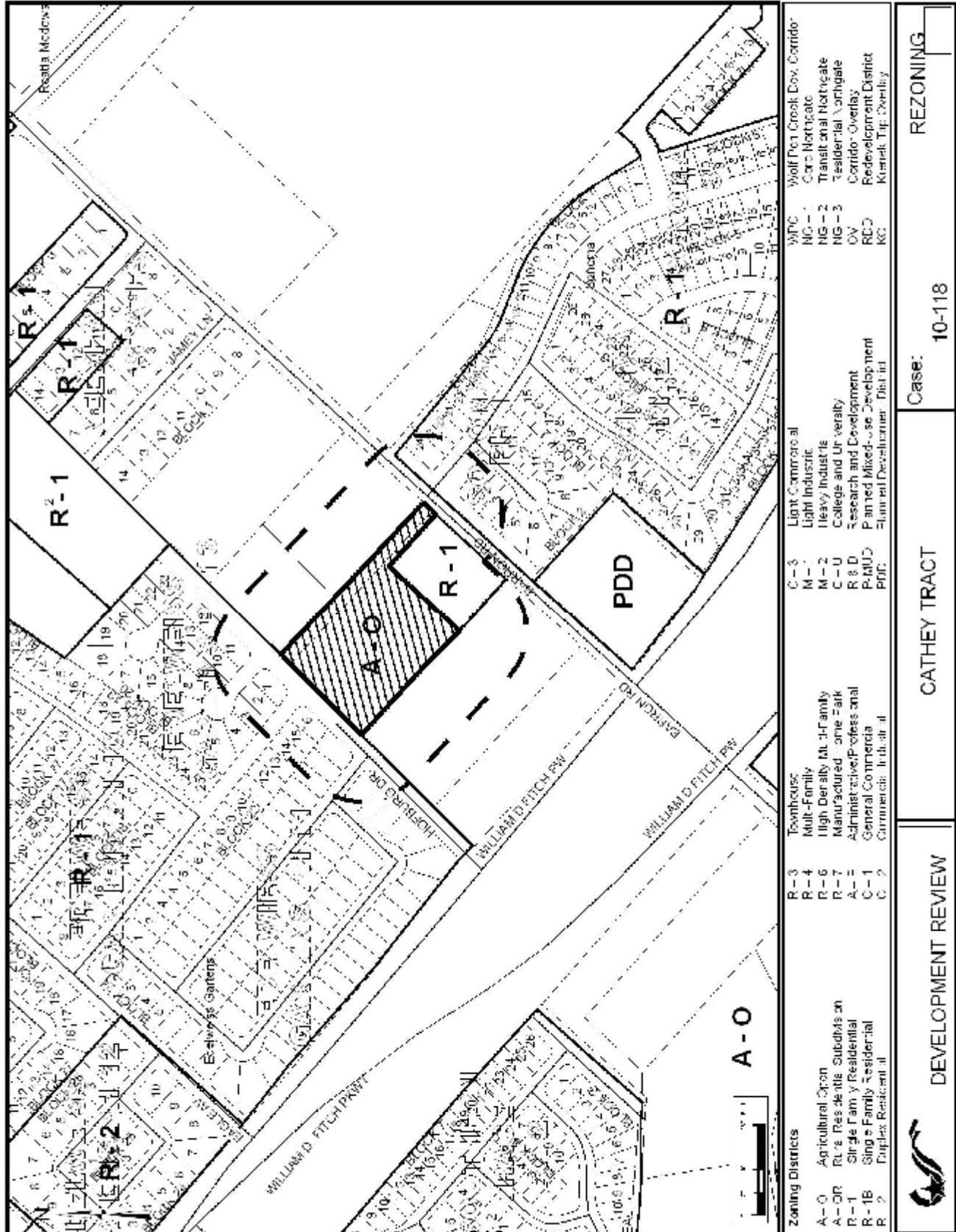
THENCE: S 42° 32' 49" W along the southeast line of the called 4.931 acre tract, said line being common with the beforesaid northwest margin of Barron Road for a distance of 30.51 feet for corner;

THENCE: through the called 4.931 acre tract for the following two (2) calls:

- 1) N 48° 11' 31" W for a distance of 210.39 feet for corner and
- 2) S 42° 15' 28" W for a distance of 300.10 feet for corner in the northeast line of the called 5.0 acre Carnes tract;

THENCE: N 48° 15' 17" W along the common line of the called 4.931 and 5.0 acre tracts for a distance of 447.80 feet to the POINT OF BEGINNING and containing 3.49 acres land, more or less.

EXHIBIT "B"



<b>Zoning Districts</b>	R-3 Townhouse R-4 Multi-Family R-5 High Density Multi-Family R-6 Manufactured Home Park R-7 Administrative/Professional C-1 General Commercial C-2 Commercial Institutional	R-1 Single Family Residential R-1B Single Family Residential Duplex Residential	A-O Agricultural Open Lots Residential Subdivision	PDD Planned Development District
	C-3 Light Commercial M-1 Light Industrial M-2 Heavy Industrial C-U Colleges and University R&D Research and Development P-MUD Planned Mixed-Use Development PDF Planned Development District	M-3 Light Commercial M-4 Light Industrial M-5 Heavy Industrial C-U Colleges and University R&D Research and Development P-MUD Planned Mixed-Use Development PDF Planned Development District	WPC Wolf Pen Creek Dev. Corridor NC Core Naticago NG-2 Transitional Naticago NG-3 Residential Naticago OW Corridor Overlay RCD Redevelopment District KC Kramlet Trp. Overlay	
<b>DEVELOPMENT REVIEW</b>			<b>CATHEY TRACT</b>	<b>REZONING</b>
			Case: 10-118	