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Mayor

Nancy Berry

Mayor Pro Tem

Dave Ruesink

City Manager

David Neeley

Council members

Blanche Brick

Jess Fields

Karl Mooney

Katy-Marie Lyles

Julie M. Schultz

Agenda
College Station City Council
Regular Meeting
Thursday, April 12, 2012 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:
 - March 22, 2012 Executive Session
 - March 22, 2012 Workshop and Regular Council Meeting
 - b. Presentation, possible action and discussion on a Construction Contract (12-145) to Kieschnick General Contractors, in the amount of \$129,945.00 for the Fleet Wash Rack Improvements Project.

- c. Presentation, possible action, and discussion regarding a construction contract with Brazos Paving, Inc., in the amount of \$182,629.35, for the construction of the College Main Street from the city limit line to 80-foot south of Spruce Street.
- d. Presentation, possible action and discussion on the Renewal of Electric Annual Construction Contract #10-121, Bid #10-31, with H&B Construction for \$884,737.98 and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.
- e. Presentation, possible action and discussion on a resolution to modify the public engagement process for transportation capital improvement projects.
- f. Presentation, possible action, and discussion regarding award of contract for Janitorial Supplies. This is a contract with ProSTAR Industries in the amount of \$58,654.66.
- g. Presentation, possible action and discussion on the second of three readings of a non-exclusive franchise agreement with Waste Management Health Care Solutions, Inc. for the purpose of collecting and disposing treated and untreated medical waste from various health care related facilities.
- h. Presentation, possible action, and discussion to approve the amendment to the original contract with First Southwest Company in an amount not to exceed \$175,000 for financial advisory services.
- i. Presentation, possible action and discussion on a bid award for the purchase of various pad-mounted distribution transformers maintained in inventory to HD Supply Utilities \$43,692; Texas Electric Cooperatives \$31,650; and Wesco \$15,153 for a total of \$90,495.00.
- j. Presentation, possible action, and discussion regarding the addition of clarifying language to the Reconstruction Program guidelines.

Regular Agenda

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

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

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

1. Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning:
 - 0.58 acre portion of a variable width public utility easement, which is located on portions of Lots 2, 3 and 4 of the Century Hill Development Subdivision,
 - 0.19 acre, 20-foot wide public utility easement, which is located on portions of Lots 1 and 2 of the Century Hill Development Subdivision,
 - 0.08 acre portion of a 20-foot wide public utility easement, which is located on a portion of Lot 7 of the Century Hill Development Subdivision, and
 - 1,652 square foot portion of a 10-foot wide public waterline easement, which is located on a portion of Lot 7 of the Century Hill Development Subdivision

2. Presentation, possible action, and discussion regarding approval of the Owner Agreement for the Home Reconstruction Loan Program activity at 1017 Fairview.

3. Adjourn.

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

APPROVED:

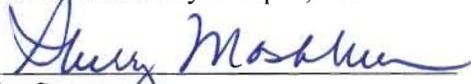


 City Manager



Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, April 12, 2012 at 7:00 PM at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this 5th day of April, 2012 at 5:00 p.m.



 City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on April 5, 2012 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 _____, 2012 By _____

Subscribed and sworn to before me on this the ____ day of _____, 2012.

Notary Public – Brazos County, Texas

My commission expires: _____

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

April 12, 2012
City Council Consent Agenda Item No. 2a
City Council Minutes

To: David Neeley, City Manager

From: Sherry Mashburn, City Secretary

Agenda Caption: Presentation, possible action, and discussion of minutes for:

- March 22, 2012 Executive Session
- March 22, 2012 Workshop and Regular Council Meeting

Attachments:

- March 22, 2012 Executive Session
- March 22, 2012 Workshop and Regular Council Meeting

MINUTES OF THE CITY COUNCIL EXECUTIVE SESSION
CITY OF COLLEGE STATION
MARCH 22, 2012

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Jess Fields, arrived after roll call
Karl Mooney, arrived after roll call
Katy-Marie Lyles
Julie Schultz, arrived after roll call
Dave Ruesink

City Staff:

David Neeley, City Manager
Kathy Merrill, Deputy City Manager
Frank Simpson, Deputy City Manager
Carla Robinson, City Attorney
Sherry Mashburn, City Secretary

Call to Order and Announce a Quorum is Present

With a quorum present, the Executive Session of the College Station City Council was called to order by Mayor Nancy Berry at 5:00 p.m. on Thursday, March 22, 2012 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

1. 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 5:01 p.m. on Thursday, March 22, 2012 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
- Chavers et al v. Tyrone Morrow et al, No. 10-20792; Chavers v. Randall Hall et al, Case No. 10 CV-3922
- College Station v. Star Insurance Co., Civil Action No. 4:11-CV-02023
- Shirley Maguire and Holly Maguire vs. City of College Station, Cause No. 11-0025 16-CV-272, in the 272nd District Court of Brazos County, Texas
- Texas RE Compliance Issue

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

- City Council Self-Evaluation

The Executive Session adjourned at 5:47 p.m. on Thursday, March 22, 2012.

No action was required from Executive Session.

2. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the Executive Session of the College Station City Council at 5:47 p.m. on Thursday, March 22, 2012.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

MINUTES OF THE CITY COUNCIL WORKSHOP
CITY OF COLLEGE STATION
MARCH 22, 2012

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry, Mayor

Council:

Blanche Brick
Jess Fields
Karl Mooney
Katy-Marie Lyles
Julie Schultz
Dave Ruesink

City Staff:

David Neeley, City Manager
Kathy Merrill, Deputy City Manager
Frank Simpson, Deputy City Manager
Carla Robinson, 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 6:02 p.m. on Thursday, March 22, 2012 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.

No items were pulled for additional clarification.

2. Presentation, possible action, and discussion on City of College Station 2012 bond sale and refunding and financing structure. (This item is also on consent agenda item 2d)

Jeff Kersten, Executive Director of Fiscal Services, presented the 2012 Bond Sale Calendar. We are doing things a little earlier than last year in order to take advantage of the low interest rates. He reported that for the negotiated sale, underwriters are chosen through an RFP process. The

City must have at least a 5% net present value savings on a refunded bond. The City Manager or Executive Director of Business Services is given authority to execute the sale through the adoption of a Bond Ordinance. We will issue General Obligation bonds in the amount of \$4,260,000 for various streets and transportation projects. General Obligation bonds will be issued for Parks and Recreation projects in the amount of \$4,435,000. We are also looking at utilizing Certificates of General Obligation in the amount of \$17,400,000. Projects include information technology, electric, and water. The new money total is \$21,835,000. Option 1 refunding for Series 2003, 2004 and 2005 bonds will have a projected net present value savings of \$1,765,754 or 5.84%. Option 2 refunding for Series 2003 and 2004 only had a projected net present value savings of \$1,370,575 or 7.27 %. These options will allow the City to maintain the flexibility to issue the maximum amount of refunding bonds. As the sale date approaches, we will assess market conditions and determine whether to refund the 2005 bonds now or next year.

3. Presentation and discussion regarding an update briefing of the City's Technology Plan.

Ben Roper, IT Director, stated that IT efforts are linked to the strategic direction provided by the Council. He reported that technology is managed as an enterprise capability. The IT Department is an internal service delivery department. The Plan is updated annually with direction from the City Manager and input from other departments. IT provides a framework by which the allocation of critical resources are directed, categorized and aligned with City goals. It is derived from Council Strategic Initiatives. Their goals are to use technology to increase government transparency and accountability; technology will be used to more effectively and efficiently deliver services to citizens, and they must develop and maintain critical technology infrastructure that supports the delivery of core services. In addition to the department's goals and objectives, IT also uses guiding principles for developing projects and processes. Their ultimate outcome is to use technology as a tool to provide City employees and citizens with timely, convenient access to appropriate information and services. Business needs drive information technology solutions. Technology is a tool, not a requirement. FY 12 funded capital projects include Wireless Infrastructure Project (continuation of prior year investment), Fiber Optic Infrastructure Project (Continuation of prior year investment), the Network and Data Security Upgrade Project, MDT System Replacement, and the E-mail and File System Migration Project. Other projects, with no funding requested in FY 12, include Court Software Evaluation and ERP System Upgrade/Replacement.

The most critical challenges facing the department are keeping up with change in technology and using technology effectively to meet government business requirements and public expectations. Major trends impacting technology solutions are:

- The workplace is more mobile; therefore, users are demanding the ability to perform more functions without being tied to a physical location;
- Communication, collaboration, and information sharing methods are increasingly automated;
- Information resources must be managed from a full life cycle perspective; and
- Security for information and communications systems and privacy of information are critical priorities.

The City's technology architecture is a strategic asset that defines technology components necessary to support business operations and the infrastructure required for implementation of new technologies in response to the changing needs of government business. It is a multilayered architecture that includes Application and Data Architectures; Platform Architecture; Network Architecture; and Security Architecture.

4. Council Calendar

- **March 23 14th Annual Crawfish Boil at the Expo Center, 5:30 p.m.**
- **March 24 Arts Council of Brazos Valley - "Savor the Arts" at George Bush Presidential Library, 7:00 p.m.**
- **March 27 Youth Advisory Town Hall Meeting at A&M Consolidated High School - 180 1 Harvey Mitchell Parkway South, 4:30 p.m.**
- **April 2 Citizen's University 2012 (Council) in Council Chambers at 7:00 p.m.**
- **April 4 15th Annual M.B. Zale Lecture and Award "Theo Killion" CEO Zale Corporation at Ray Auditorium, Mays Business School, 11:30 a.m.**
- **April 5 P&Z Workshop/Meeting in Council Chambers at 6:00 a.m.**
- **April 6 City Offices Closed - HOLIDAY**
- **April 12 City Council Workshop Regular Meeting at 3:00 p.m. and 7:00 p.m.**

Council reviewed the Council calendar.

5. 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 Fields would like to look at TML, NLC and memberships in general and how we benefit from membership. City Manager Neeley stated he would provide the Council with a white paper.

6. Discussion, review and possible action regarding the following meetings: Animal Shelter Board, Arts Council of the Brazos Valley, Arts Council Sub-committee, 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, Convention & Visitors Bureau, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Neighborhood Parking Taskforce, Joint Relief Funding Review Committee, Landmark Commission, Library Board, 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, Zoning Board of Adjustments.

Mayor Berry reported on an Intergovernmental meeting and the Arts Council Sub-committee meeting.

Councilmember Schultz reported on the RVP meeting.

Councilmember Ruesink reported on Sister Cities.

Councilmember Brick reported on the Joint Neighborhood Parking Taskforce meeting.

7. Adjournment

MOTION: There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 6:59 p.m. on Thursday, March 22, 2012.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

DRAFT

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF COLLEGE STATION
MARCH 22, 2012

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Nancy Berry

Council:

Blanche Brick
Jess Fields
Karl Mooney
Katy-Marie Lyles
Julie Schultz
Dave Ruesink

City Staff:

David Neeley, City Manager
Kathy Merrill, Deputy City Manager
Frank Simpson, Deputy City Manager
Carla Robinson, 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 7:04 p.m. on Thursday, March 22, 2012 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.

Presentation and recognition of the Public Works and Water Services Departments receiving accreditation from the American Public Works Association.

Mayor Berry and the City Council recognized the Public Works and Water Services Departments for receiving accreditation from the American Public Works Association.

Citizen Comments

Lana Price, 3008 Cortez, spoke on behalf of the Rock Prairie Elementary PTO. They have been working to install sun shades over the playgrounds. The PTO expects to be able to provide \$15,000 towards this project. Sun shades block UV rays; one childhood blistering experience contributes to melanoma. There are cases of second and third degree burns from unprotected equipment. She asked for consideration of sun shades in the Council's next budget.

CONSENT AGENDA

2a. Presentation, possible action, and discussion of minutes for:

- March 7,2012 Joint Meeting with CSISD
- March 8,2012 Workshop and Regular Council Meeting

2b. Presentation, possible action, and discussion regarding approval of Resolution 03-22-12-2b, authorizing City staff to negotiate for the purchase of easements needed for the Royder/Live Oak Sewer Extension Project.

2c. Presentation, possible action, and discussion on Resolution 03-22-12-2c, for a Professional Services Contract with Jones and Carter, Inc., in the amount of \$316,000, for the design, bidding, and construction phase services associated with the Royder/Live Oak Sewer Extension Project.

2d. Presentation, possible action and discussion to approve Resolution 03-22-12-2d, by the City Council of the City of College Station, Texas, directing publication of notice of intention to issue certificates of obligation, series 2012; and providing an effective date. (This item is also on workshop agenda item 2)

2e. Presentation, possible action, and discussion regarding Resolution 03-22-12-2e, awarding the professional services contract (Contract No. 12-149) with Kimley-Horn & Associates, Inc. in the amount not to exceed \$14,500 for the engineering design services for the HSC Pkwy Waterline Project (WF1440674), and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

2f. Presentation, possible action, and discussion regarding approval of a "Resolution 03-22-12-2f, Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" for expenditures related to the East Side Sewer Service project and the City of College Station's portion of the cost for the design and construction of the West Side Sewer project.

2g. Presentation, possible action, and discussion on Resolution 03-22-12-2g, for the application and acceptance of a U.S. Department of Justice, 2012 COPS Hiring Recovery Program (CHRP) Grant.

2h. Presentation, possible action, and discussion regarding the second renewal of Bid 10-44 with Brazos Site Works for crushed stone in an amount not to exceed \$1 62,919. No increase from the current year will be applied to this renewal.

2i. Presentation, possible action and discussion on the first of three readings of a non-exclusive franchise agreement with Waste Management Health Care Solutions, Inc. for the purpose of collecting and disposing treated and untreated medical waste from various health care related facilities.

2j. Presentation, possible action, and discussion regarding an Inter-Local Agreement between the City of College Station and the College Station Independent School District for the placement of radio antennas on each other's facilities.

2k. Presentation, possible action, and discussion regarding credit Change Order 2 to Contract 10-099 with Alsay Incorporated, reducing the contract for Water Well Rehabilitation by \$65,403 and enabling contract close out.

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

REGULAR AGENDA

1. Presentation, possible action, and discussion on Resolution 03-22-12-01, for a substantial amendment to the City's 2008 Annual Action Plan to include a revised use of Community Development Block Grant Program (CDBG-R) funds under the American Recovery and Reinvestment Act of 2009.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Mooney, the City Council voted seven (7) for and none (0) opposed, to adopt Resolution 03-22-12-01, for a substantial amendment to the City's 2008 Annual Action Plan to include a revised use of Community Development Block Grant Program (CDBG-R) funds under the American Recovery and Reinvestment Act of 2009. The motion carried unanimously.

2. Presentation, possible action, and discussion on Resolution 03-22-12-02, awarding Bid No. 12-024 to Pike Electric Corporation for the construction of Switch Station Substation Distribution improvements and a Entergy Texas, Inc. Transmission Line Tie in the amount of \$1,500,232.90 plus owner furnished material of \$1,161,196.00 for a total bonded project requirement of \$2,661,428.90.

MOTION: Upon a motion made by Councilmember Fields and a second by Councilmember Ruesink, the City Council voted seven (7) for and none (0) opposed, to adopt Resolution 03-22-12-02, awarding Bid No. 12-024 to Pike Electric Corporation for the construction of Switch Station Substation Distribution improvements and a Entergy Texas, Inc. Transmission Line Tie

in the amount of \$1,500,232.90 plus owner furnished material of \$1,161,196.00 for a total bonded project requirement of \$2,661,428.90. The motion carried unanimously.

3. Adjournment.

MOTION: There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 7:55 p.m. on Thursday, March 22, 2012.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

DRAFT

April 12, 2012
Consent Agenda Item No. 2b
Public Works Fleet Wash Rack Improvements
Construction Contract
Project Number PW1101

To: David Neeley, City Manager

From: Chuck Gilman, P.E., PMP, Public Works Director

Agenda Caption: Presentation, possible action and discussion on a Construction Contract (12-145) to Kieschnick General Contractors, in the amount of \$129,945.00 for the Fleet Wash Rack Improvements Project.

Relationship to Strategic Goals: Core Services and Infrastructure - Maintain and rehabilitate equipment, facilities, and infrastructure on a strategic schedule.

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

Summary: The purpose of this project is for drainage, site, and facility improvements to the Fleet Wash Rack Facility located off William King Cole. The facility currently has the capacity to wash only one vehicle or piece of equipment at a time and this has been known to cause a queue at the end of the day when Sanitation and Streets and Drainage crews are completing their work and there is a need to clean the equipment and/or vehicles. The site also has very a limited solids collection bay which collects solids and other materials as specific vehicles are cleaned. The site currently allows storm water runoff to enter the solids collection bay and eventually into the sanitary sewer system which is not acceptable due to the volume of water during high intensity storm events.

The improvements include installation of an underground storm drain and grating system to divert storm water runoff away from the solids collection bay and towards Bee Creek. It is also proposed to increase the size of the solids collection bay which will decrease the frequency with which it needs to be cleaned out. A second wash station will be installed that will allow for two vehicles to be cleaned at once to reduce potential wait times.

Five firms submitted a construction bid in response to the Invitation to Bid (ITB No. 12-047). The contract is for a base bid of \$129,945.00 without any alternatives. Construction is expected to take approximately three months.

Budget & Financial Summary: \$171,625.00 is budgeted for this project in the Drainage Improvement Projects Fund, Fleet Services Fund, and the General Fund. A total of \$14,353.93 has been expended or committed to date, leaving a balance of \$157,271.07 for this contract and related expenses.

Attachments:

1. Resolution
2. Bid Tabulation
3. Location map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR PUBLIC WORKS FLEET WASH RACK IMPROVEMENTS PROJECT (PW1101) AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Public Works Fleet Wash Rack Improvements Project; and

WHEREAS, the selection of Kieschnick General Contractors is being recommended as the lowest responsible bidder; 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 Kieschnick General Contractors is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Kieschnick General Contractors for a lump sum amount of \$129,945.00 for the labor, materials and equipment required for the improvements related to the Public Works Fleet Wash Rack Improvements Project.

PART 3: That the funding for this Contract shall be as budgeted from the Drainage Capital Improvement Project Fund, Fleet Maintenance, and the Public Works General Fund in the amount of \$129,945.00.

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

ADOPTED this 12th day of April, A.D. 2012.

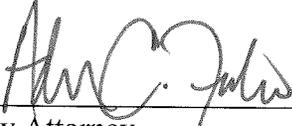
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney



City of College Station - Purchasing Division
Bid Tabulation for #12-047
"Public Works Fleet Wash Rack Improvements"
Open Date: Thursday, March 15, 2012 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Kieschnick General Contractors (Wellborn, TX)		VOX, Construction (Bryan, TX)		Dudley Construction, Ltd. (College Station, TX)		JaCody, Inc. (College Station, TX)		Brazos Paving (Bryan, TX)	
				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, BONDS, INSURANCE, SURVEY LAYOUT	\$7,500.00	\$7,500.00	\$14,405.00	\$14,405.00	\$9,539.79	\$9,539.79	\$20,000.00	\$20,000.00	\$14,400.00	\$14,400.00
CONCRETE PAVEMENT													
2	2605	S.F.	DEMOLITION OF EXISTING CONCRETE PAVEMENT, REMOVE MATERIALS FROM SITE	\$1.50	\$3,907.50	\$3.45	\$8,987.25	\$1.25	\$3,256.25	\$3.60	\$9,378.00	\$2.44	\$6,356.20
3	100	C.Y.	REMOVE AND REPLACE ANY UN-STABLE MATERIAL UNDER REMOVED CONCRETE PAVEMENT, REPLACE WITH DENSITY CONTROLLED SELECT MATERIAL (PLACTITY INDEX (PI) 10-20) (COMPLETE IN PLACE)	\$15.00	\$1,500.00	\$19.72	\$1,972.00	\$14.22	\$1,422.00	\$27.50	\$2,750.00	\$35.00	\$3,500.00
4	2451	S.F.	7-INCH THICK REINFORCED CONCRETE PAVEMENT, CONSTRUCTION AND CONTROL JOINTS, DOWELED TO EXISTING PAVEMENT, COMPLETE IN PLACE	\$3.50	\$8,578.50	\$4.77	\$11,691.27	\$5.73	\$14,044.23	\$5.15	\$12,622.65	\$4.54	\$11,127.54
5	262	S.Y.	6-INCH THICK SUBGRADE CHEMICAL STABILIZATION, TO BE TESTED BY GEOTECH FOR MATERIAL RECOMMENDATION (LIME OR CEMENT)	\$8.00	\$2,096.00	\$5.49	\$1,438.38	\$4.02	\$1,053.24	\$22.00	\$5,764.00	\$12.75	\$3,340.50
6	3.7	TONS	6-INCH THICK CHEMICAL STABILIZATION	\$350.00	\$1,295.00	\$159.00	\$588.30	\$336.53	\$1,245.16	\$165.00	\$610.50	\$250.00	\$925.00
7	92	L.F.	6-INCH STANDARD CURB	\$4.00	\$368.00	\$10.60	\$975.20	\$6.65	\$611.80	\$5.00	\$460.00	\$3.60	\$331.20
8	50	L.F.	REMOVE DETERIATED JOINT MATERIAL, CLEAN JOINTS AND FILL WITH SL-1 OR AN APPROVED EQUAL	\$3.00	\$150.00	\$7.16	\$358.00	\$8.28	\$414.00	\$2.50	\$125.00	\$5.00	\$250.00
HMAC PAVEMENT													
9	450	S.F.	REMOVE AND REPLACE EXISTING HMAC DRIVE & BASE MATERIAL TO INSTALL 24" STORM SEWER, REMOVE 12"CMP FROM SITE	\$5.00	\$2,250.00	\$7.36	\$3,312.00	\$4.59	\$2,065.50	\$5.00	\$2,250.00	\$8.49	\$3,820.50
DRAINAGE STRUCTURES													
10	1	L.S.	GRATE INLET #DS-1 w/ DUAL (2) EAST JORDON IRON WORKS V-4880-1 GRATE & V-4881-2 FRAME	\$5,500.00	\$5,500.00	\$6,466.00	\$6,466.00	\$5,564.09	\$5,564.09	\$6,000.00	\$6,000.00	\$5,400.00	\$5,400.00



City of College Station - Purchasing Division
Bid Tabulation for #12-047
"Public Works Fleet Wash Rack Improvements"
Open Date: Thursday, March 15, 2012 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Kieschnick General Contractors (Wellborn, TX)		VOX, Construction (Bryan, TX)		Dudley Construction, Ltd. (College Station, TX)		JaCody, Inc. (College Station, TX)		Brazos Paving (Bryan, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
11	68	L.F.	12-INCH WIDE TRENCH DRAIN (INTERIOR WIDTH) V-7344 EAST JORDON IRON WORKS GRATE & FRAME	\$170.00	\$11,560.00	\$191.86	\$13,046.48	\$256.78	\$17,461.04	\$255.00	\$17,340.00	\$200.00	\$13,600.00
12	28	L.F.	24-INCH WIDE TRENCH DRAIN (INTERIOR WIDTH) V-7348 EAST JORDON IRON WORKS GRATE & FRAME	\$300.00	\$8,400.00	\$328.60	\$9,200.80	\$347.15	\$9,720.20	\$513.50	\$14,378.00	\$310.00	\$8,680.00
13	1	L.S.	STD. JUNCTION BOX #DS-2	\$1,800.00	\$1,800.00	\$2,120.00	\$2,120.00	\$2,201.46	\$2,201.46	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00
14	1	L.S.	STD. JUNCTION BOX #DS-3	\$1,800.00	\$1,800.00	\$2,120.00	\$2,120.00	\$2,353.02	\$2,353.02	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00
15	1	L.S.	STD. JUNCTION BOX #DS-4 W/SLOPED HEADWALL	\$3,500.00	\$3,500.00	\$3,922.00	\$3,922.00	\$2,577.91	\$2,577.91	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00
16	1	L.S.	24" SAFETY END TREATMENT #DS-5	\$750.00	\$750.00	\$848.00	\$848.00	\$426.46	\$426.46	\$900.00	\$900.00	\$1,850.00	\$1,850.00
17	1	L.S.	JUNCTION BOX #DS-6	\$5,000.00	\$5,000.00	\$5,512.00	\$5,512.00	\$5,436.26	\$5,436.26	\$6,000.00	\$6,000.00	\$5,600.00	\$5,600.00
STORM DRAIN LINES													
18	80	L.F.	12" HDPE N12 DOUBLE WALL W/DURASLOT	\$65.00	\$5,200.00	\$72.08	\$5,766.40	\$78.81	\$6,304.80	\$75.00	\$6,000.00	\$78.00	\$6,240.00
19	234	L.F.	18-INCH RCP C-76 CLIII GASKETED STORM SEWER W/CEMENT STABILIZED BACKFILL (UNDER PAVEMENT 107 L.F.)	\$35.00	\$8,190.00	\$39.22	\$9,177.48	\$73.82	\$17,273.88	\$40.00	\$9,360.00	\$59.00	\$13,806.00
20	80	L.F.	24-INCH RCP C-76 CLIII GASKETED STORM SEWER W/CEMENT STABILIZED BACKFILL	\$40.00	\$3,200.00	\$44.52	\$3,561.60	\$79.95	\$6,396.00	\$45.00	\$3,600.00	\$61.60	\$4,928.00
EQUIPMENT BUILDING													
21	1	L.S.	EQUIPMENT BUILDING, SLAB, CMU, METAL ROOF, DOORS, VENTS, ELECTRICAL, PAINTED, SERVICE CONNECTIONS INTO BUILDING, COMPLETE IN PLACE.	\$15,000.00	\$15,000.00	\$12,285.40	\$12,285.40	\$18,710.16	\$18,710.16	\$12,422.00	\$12,422.00	\$17,980.00	\$17,980.00
22	1	L.S.	CONNECTIONS TO AND BETWEEN EXISTING SERVICES AND EQUIPMENT BUILDING: WATER & GAS.	\$2,700.00	\$2,700.00	\$3,313.56	\$3,313.56	\$854.33	\$854.33	\$2,700.00	\$2,700.00	\$2,695.00	\$2,695.00
23	1	L.S.	REMOVE AND REPLACE EXISTING IRRIGATION SYSTEM AS NEEDED	\$500.00	\$500.00	\$413.40	\$413.40	\$427.17	\$427.17	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00



City of College Station - Purchasing Division
Bid Tabulation for #12-047
"Public Works Fleet Wash Rack Improvements"
Open Date: Thursday, March 15, 2012 @ 2:00 p.m.

ITEM	QTY	UNIT	DESCRIPTION	Kieschnick General Contractors (Wellborn, TX)		VOX, Construction (Bryan, TX)		Dudley Construction, Ltd. (College Station, TX)		JaCody, Inc. (College Station, TX)		Brazos Paving (Bryan, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
PRESSURE WASHER													
24	1	L.S.	HOTSY (OR APPROVED EQUAL) HOT-WATER PRESSURE WASHER 5732SS-208; 208V, 3 PHASE, 20HP MOTOR, 50 AMP, 7.8-GAL/MIN, 3000-PSI, 3/4" HEATING COIL, NATURAL GAS, 3-WASH STATION EXPANDABLE, EXHAUST, REMOTE READY, TIME DELAY SHUT DOWN, REMOTE BOX WITH SOAP SOLENOID, 50' HOSE, 55 GAL CHEMICAL DRUM, 360 DEGREE PIVOT HOSE REEL & MUST CONFORM TO UL STANDARD 1776 FOR PRESSURE WASHERS & ALL EQUIPMENT BUILT IN AN ISO-9001: 2008 REGISTERED FACTORY, INSTALLED, COMPLETE IN PLACE	\$14,500.00	\$14,500.00	\$15,451.62	\$15,451.62	\$16,097.81	\$16,097.81	\$16,840.00	\$16,840.00	\$15,686.00	\$15,686.00
25	1	L.S.	ELECTRICAL INSTALLATION: CONNECTION TO AND BETWEEN EXISTING BREAKER BOX AND NEW EQUIPMENT BUILDING PER ELECTRICAL SHEETS, ALL CONDUIT THROUGH BUILDING, UNDER PAVEMENT, CONNECTIONS IN NEW BUILDING (COMPLETE IN PLACE)	\$6,000.00	\$6,000.00	\$4,134.00	\$4,134.00	\$3,142.72	\$3,142.72	\$3,875.00	\$3,875.00	\$4,369.00	\$4,369.00
MISCELLANEOUS													
26	1	L.S.	SOLID SOD GRASS (MATCH EXISTING) ALL AFFECTED AREAS COMPLETE IN PLACE	\$1,000.00	\$1,000.00	\$954.00	\$954.00	\$147.68	\$147.68	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00
27	125	S.Y.	TRM RECYCLEX TURF REINFORCEMENT MAT BY AMERICAN EXCELSIOR COMPANY OR AN APPROVED EQUAL, INCLUDES TOPSOIL, SEEDBED, SEEDING, WATERING, MAINTENANCE AND ESTABLISHMENT OF A HEALTHY GROUND COVER, INSTALLED PER MANUFACTURERS RECOMMENDATIONS.	\$10.00	\$1,250.00	\$4.77	\$596.25	\$32.67	\$4,083.75	\$8.00	\$1,000.00	\$20.00	\$2,500.00



**City of College Station - Purchasing Division
 Bid Tabulation for #12-047
 "Public Works Fleet Wash Rack Improvements"
 Open Date: Thursday, March 15, 2012 @ 2:00 p.m.**

ITEM	QTY	UNIT	DESCRIPTION	Kieschnick General Contractors (Wellborn, TX)		VOX, Construction (Bryan, TX)		Dudley Construction, Ltd. (College Station, TX)		JaCody, Inc. (College Station, TX)		Brazos Paving (Bryan, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
28	40	S.Y.	ROCK RIP RAP (COMMON) 4-18-INCH GRADATION, TXDOT ITEM NO. 432 DRY, W/TERRATEX GS700 GROUND STABILIZATION FABRIC OR AN APPROVED EQUAL, RIP RAP AND FABRIC SHALL BE HAND PLACED AND CONFORM TO THE FINAL GRADES AND THE ADJACENT NATURAL GROUND.	\$40.00	\$1,600.00	\$55.65	\$2,226.00	\$69.91	\$2,796.40	\$60.00	\$2,400.00	\$38.00	\$1,520.00
29	1	L.S.	CONCRETE BOLLARD REMOVE & REPLACE	\$100.00	\$100.00	\$249.10	\$249.10	\$361.16	\$361.16	\$200.00	\$200.00	\$350.00	\$350.00
30	1	L.S.	EROSION CONTROL - MAINTAIN SEDIMENT ON SITE	\$500.00	\$500.00	\$212.00	\$212.00	\$553.06	\$553.06	\$1,200.00	\$1,200.00	\$500.00	\$500.00
31	1	L.S.	LOWERING EXISTING SERVICE LINES AS REQUIRED, INCLUDES ELECTRICAL X 2, WATER, GAS SERV.	\$4,250.00	\$4,250.00	\$4,595.00	\$4,595.00	\$183.07	\$183.07	\$3,200.00	\$3,200.00	\$2,100.00	\$2,100.00
TOTAL CONSTRUCTION COST				\$129,945.00		\$149,898.49		\$156,724.40		\$172,475.15		\$165,654.94	
Certification of Bid				✓		✓		✓		✓		✓	
Acknowledged Addendums				✓		✓		✓		✓		✓	
Bid Bond				✓		✓		✓		✓		✓	

NOTES:

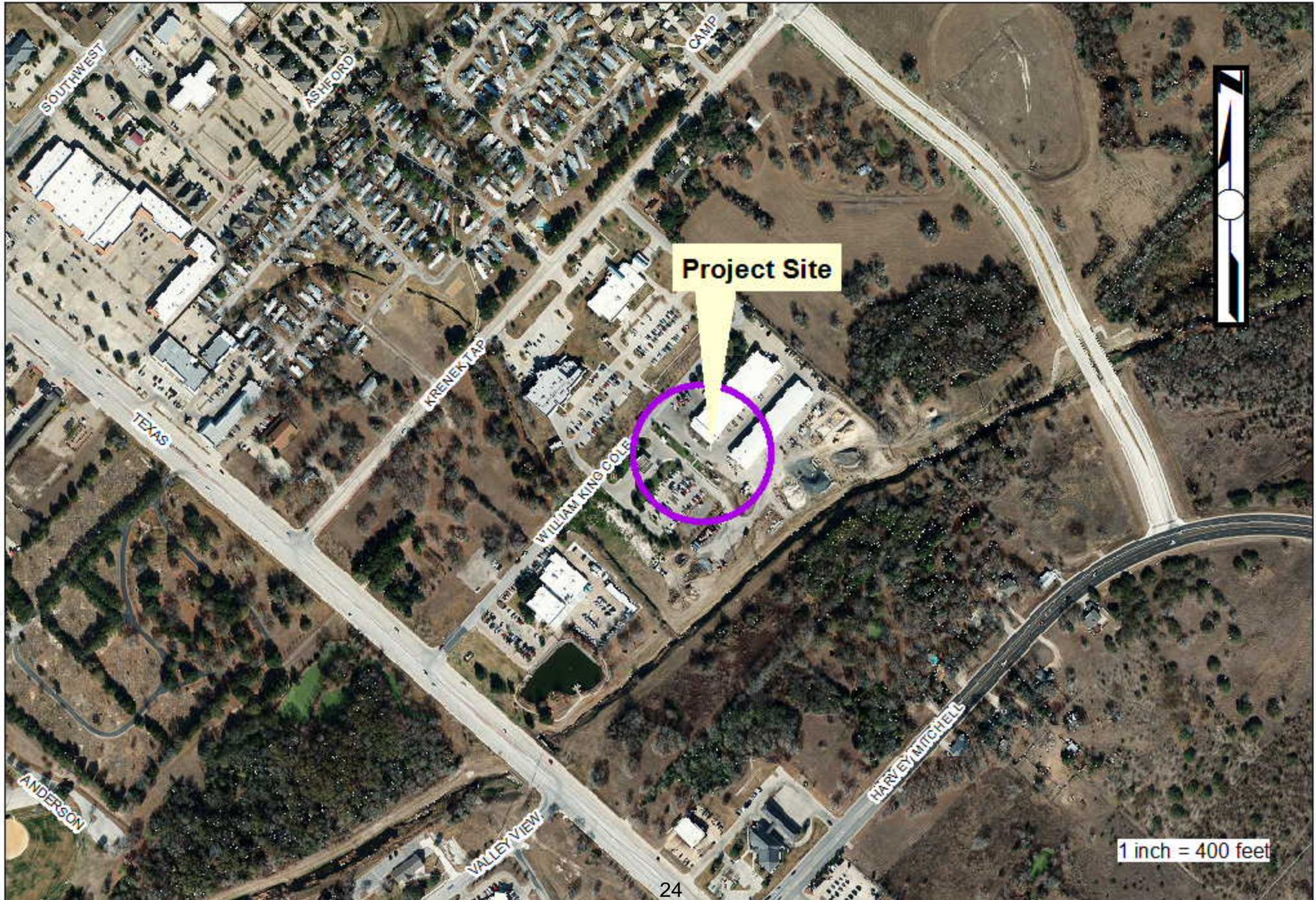
VOX Construction

»Bidder miscalculated the bid amount for Bid Items 2, 3, 5, 8, 9, 31 and the Total Construction Cost. The highlighted totals above are correct.

Brazos Paving

»Bidder miscalculated the bid amount for Bid Items 2, 4, 9, 27 and the Total Construction Cost. The highlighted totals above are correct.

Public Works - Fleet Wash Rack Improvements Project Location Map



**April 12, 2012
Consent Agenda Item No. 2c
College Main Extension
Construction Contract 12-119
Project Number ST1102**

To: David Neeley, City Manager

From: Chuck Gilman, P.E., PMP, Public Works Director

Agenda Caption: Presentation, possible action, and discussion regarding a construction contract with Brazos Paving, Inc., in the amount of \$182,629.35, for the construction of the College Main Street from the city limit line to 80-feet south of Spruce Street.

Relationship to Strategic Goals: Core Services and Infrastructure - Plan for and invest in infrastructure, facilities, services, personnel and equipment necessary to meet projected needs and opportunities.

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

Summary: This project consists of improving College Main Street from the city limit line to 80-feet south of Spruce Street. The road surface will be upgraded from the existing asphalt to concrete and tie in to the existing concrete pavement on College Main. The culverts under College Main immediately south of the city limit line will be upgraded to box culverts. Additionally, new sidewalks will be constructed along this segment of College Main, and the new pavement will be striped with bike lanes.

This project will complement the City of Bryan project currently in construction to reconstruct College Main between Old College and the city limit line. Once both projects are complete, sidewalks and bike lanes will extend from University Drive to Old College.

Budget & Financial Summary: Funds in the amount of \$398,000 are budgeted for this project in the Community Development Fund. Funding for the project is coming from Community Development Block Grant Public Facility funds. A total of \$57,226.50 has been expended or committed to date, leaving a balance of \$340,773.50 for construction and remaining expenditures.

Attachments:

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

RESOLUTION NO. _____

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

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

WHEREAS, the selection of Brazos Paving, Inc. is being recommended as the lowest responsible bidder; now, therefore,

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

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

PART 2: That the City Council hereby approves the contract with Brazos Paving, Inc. for an amount not to exceed \$182,629.35 for the labor, materials and equipment required for the College Main Extension Project.

PART 3: That the funding for this Contract shall be as budgeted from the Community Development Block Grant Funds in the amount of \$182,629.35.

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

ADOPTED this _____ day of _____, A.D. 2012.

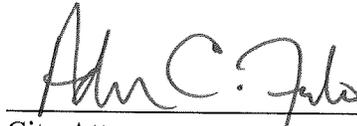
ATTEST:

APPROVED:

City Secretary

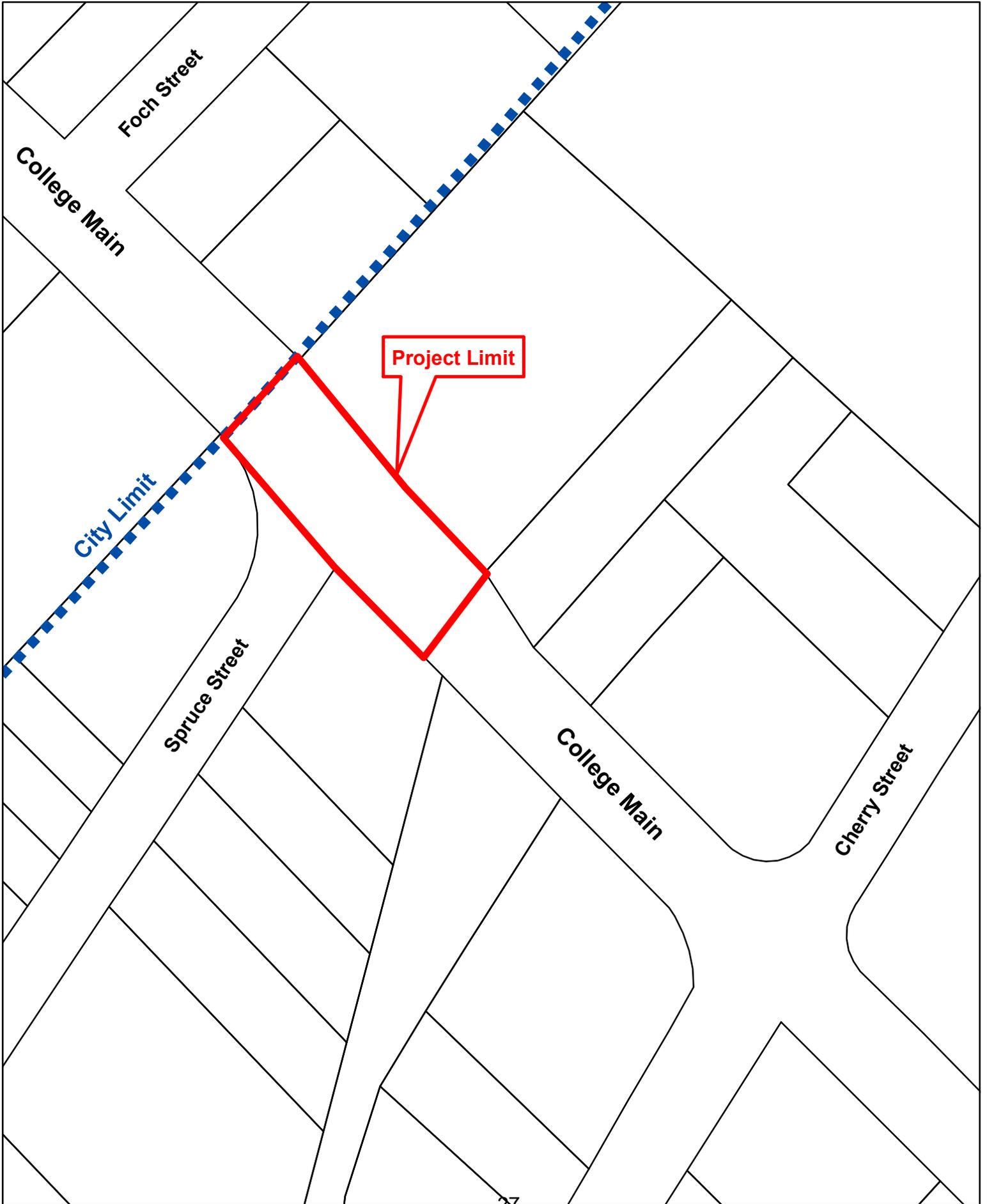
Mayor

APPROVED:



City Attorney

COLLEGE MAIN EXTENSION



**BID TABULATION # 12-038
COLLEGE MAIN EXTENTION
CIP**

Item No.	Description	Qty	Unit	Brazos Paving		D&S Contracting		Kieschnick General Contractin	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
A. General Construction Items									
1	Mobilization complete for the sum of:	1	LS	\$7,655.00	\$7,655.00	\$9,000.00	\$9,000.00	\$15,000.00	\$15,000.00
2	Traffic Control Sheet T1 complete and in place for the sum of:	1	LS	\$3,000.00	\$3,000.00	\$2,400.00	\$2,400.00	\$5,000.00	\$5,000.00
3	Erosion and Sedimentation Control complete and in place for the sum of:	1	0	\$2,000.00	\$2,000.00	\$4,200.00	\$4,200.00	\$2,000.00	\$2,000.00
4	Trench Safety complete for the sum of:	1	LS	\$100.00	\$100.00	\$600.00	\$600.00	\$500.00	\$500.00
5	Hydromulch complete and in place for the sum of:	600	SY	\$1.60	\$960.00	\$2.75	\$1,650.00	\$1.20	\$720.00
TOTAL SECTION A				\$13,715.00		\$17,850.00		\$23,220.00	
B. Demolition Items									
6	Demo Existing Pavement complete for the sum of:	754	SY	\$3.25	\$2,450.50	\$21.60	\$16,286.40	\$18.00	\$13,572.00
7	Demo Existing Curb and Gutter complete for the sum of:	345	LF	\$8.00	\$2,760.00	\$4.80	\$1,656.00	\$5.00	\$1,725.00
8	Demo Existing 10' Inlet/Headwall Drainage Structure complete for the sum of:	2	EA	\$2,000.00	\$4,000.00	\$600.00	\$1,200.00	\$1,250.00	\$2,500.00
9	Demo Existing 33" Headwall & Cut 33" RCP flush w/ Prop Headwall complete for the sum of:	1	EA	\$508.00	\$508.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00
10	Demo Existing 57" x 38" CMP Arch Culvert complete for the sum of:	86	LF	\$23.10	\$1,986.60	\$15.60	\$1,341.60	\$15.00	\$1,290.00
11	Demo Existing 12" DI Waterline complete for the sum of:	128	LF	\$31.40	\$4,019.20	\$12.00	\$1,536.00	\$12.00	\$1,536.00
TOTAL SECTION B				\$15,724.30		\$22,620.00		\$21,623.00	
C. Roadway Construction Items									
12	ROW Preparation complete for the sum of:	1	LS	\$14,235.00	\$14,235.00	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00
13	Roadway Excavation & Embankment (Est. Net Haul off Approx. 40 c.y.) complete for the sum of:	1	LS	\$1,286.00	\$1,286.00	\$8,400.00	\$8,400.00	\$5,000.00	\$5,000.00
14	8" Lime Stabilized Subgrade (@ 6%) complete for the sum of:	944	SY	\$5.54	\$5,229.76	\$4.80	\$4,531.20	\$6.00	\$5,664.00
15	Lime Stabilization @ 41 lbs/SY complete and in place for the sum of:	22	TON	\$152.50	\$3,355.00	\$174.00	\$3,828.00	\$175.00	\$3,850.00
16	HMAC Pavement Section (3" Type D on 5" Type A, GR I or II Flexbase) complete and in place for the sum of:	130	SY	\$42.70	\$5,551.00	\$46.80	\$6,084.00	\$100.00	\$13,000.00
17	8" Concrete Pavement with 6" Integral Curb complete and in place for the sum of:	767	SY	\$36.00	\$27,612.00	\$44.40	\$34,054.80	\$42.00	\$32,214.00
18	6" Curb and Gutter complete and in place for the sum of:	58	LF	\$17.20	\$997.60	\$18.00	\$1,044.00	\$15.00	\$870.00
19	4" Concrete Sidewalk complete and in place for the sum of:	2,363	SF	\$4.00	\$9,452.00	\$3.00	\$7,089.00	\$4.00	\$9,452.00
20	Ambulatory Ramp complete and in place for the sum of:	2	EA	\$535.00	\$1,070.00	\$840.00	\$1,680.00	\$1,500.00	\$3,000.00
21	Adjust Existing San. Sewer Manhole to Grade complete and in place for the sum of:	2	EA	\$550.00	\$1,100.00	\$480.00	\$960.00	\$800.00	\$1,600.00
22	Adjust Existing Water Valve Boxes complete for the sum of:	3	EA	\$197.00	\$591.00	\$180.00	\$540.00	\$500.00	\$1,500.00
23	Thermoplastic bike lane symbol (white) complete and in place for the sum of:	2	EA	\$157.00	\$314.00	\$174.00	\$348.00	\$165.00	\$330.00
24	Thermoplastic bike lane arrow symbol (white) complete and in place for the sum of:	2	EA	\$157.00	\$314.00	\$174.00	\$348.00	\$165.00	\$330.00
25	24" Thermoplastic Striping White Stop Bar complete and in place for the sum of:	16	LF	\$16.25	\$260.00	\$18.00	\$288.00	\$17.25	\$276.00

26	12" Thermoplastic Striping White Crosswalk Line complete and in place for the sum of:	61	LF	\$8.32	\$507.52	\$9.25	\$564.25	\$8.85	\$539.85
27	6" Thermoplastic Striping Solid White Line complete and in place for the sum of:	210	LF	\$6.38	\$1,339.80	\$7.10	\$1,491.00	\$6.80	\$1,428.00
28	6" Thermoplastic Striping Dotted White Line complete and in place for the sum of:	50	LF	\$6.38	\$319.00	\$7.10	\$355.00	\$6.80	\$340.00
29	4" Thermoplastic Striping Dotted Yellow Line complete and in place for the sum of:	46	LF	\$4.22	\$194.12	\$4.70	\$216.20	\$4.50	\$207.00
30	Relocate Existing Signs complete and in place for the sum of:	6	EA	\$368.00	\$2,208.00	\$408.00	\$2,448.00	\$390.00	\$2,340.00
TOTAL SECTION C				\$75,935.80		\$77,269.45		\$91,940.85	
D. Storm Drain Construction Items									
31	2' x 6' Reinforced Concrete Box Culvert w/ Full Depth Cement Stabilized Sand Backfill complete and in place for the sum of:	91	LF	\$304.00	\$27,664.00	\$332.40	\$30,248.40	\$350.00	\$31,850.00
32	Concrete Headwall for 2-2' x 6' Box Culvert, 33" RCP, & 24" RCP w/ Full Depth Cement Stabilized Sand Backfill complete and in place for the sum of:	1	EA	\$8,635.00	\$8,635.00	\$9,300.00	\$9,300.00	\$10,000.00	\$10,000.00
33	Concrete Headwall for 2-2' x 6' Box Culvert w/ Full Depth Cement Stabilized Sand Backfill complete and in place for the sum of:	1	EA	\$5,980.00	\$5,980.00	\$9,000.00	\$9,000.00	\$15,000.00	\$15,000.00
34	15' Modified Curb Inlet w/ Full Depth Cement Stabilized Sand Backfill complete and in place for the sum of:	2	EA	\$4,125.00	\$8,250.00	\$5,600.00	\$11,200.00	\$6,500.00	\$13,000.00
35	Riprap Rock (Min. 20-lb pieces) complete and in place for the sum of:	6	SY	\$104.00	\$624.00	\$48.00	\$288.00	\$100.00	\$600.00
36	Channel Grading (Haul Off) complete and in place for the sum of:	310	CY	\$20.00	\$6,200.00	\$30.00	\$9,300.00	\$20.00	\$6,200.00
TOTAL SECTION D				\$57,353.00		\$69,336.40		\$76,650.00	
E. Waterline Construction Items									
37	12" C900 PVC Waterline w/ Full Depth Cement Stabilization Sand Backfill complete and in place for the sum of:	122	LF	\$62.00	\$7,564.00	\$56.40	\$6,880.80	\$60.00	\$7,320.00
38	20" Steel Casing w/ End Seals, Min. 4 Polymer Runners and Insulation Sleeve per BCS Dtl. W2-03 w/ Full Depth Cement and in place for the sum of:	53	LF	\$98.25	\$5,207.25	\$175.00	\$9,275.00	\$120.00	\$6,360.00
39	12" Gate Valve MJ complete and in place for the sum of:	2	EA	\$1,975.00	\$3,950.00	\$2,144.00	\$4,288.00	\$2,500.00	\$5,000.00
40	12" 45° Bend MJ complete and in place for the sum of:	2	EA	\$440.00	\$880.00	\$630.00	\$1,260.00	\$450.00	\$900.00
41	12" x 6" Tee MJ complete and in place for the sum of:	1	EA	\$655.00	\$655.00	\$2,031.00	\$2,031.00	\$600.00	\$600.00
42	12" x 12" Tee MJ complete and in place for the sum of:	1	EA	\$820.00	\$820.00	\$1,208.00	\$1,208.00	\$700.00	\$700.00
43	16" x 12" Reducer MJ complete and in place for the sum of:	1	EA	\$617.00	\$617.00	\$932.00	\$932.00	\$1,500.00	\$1,500.00
44	12" Plug complete and in place for the sum of:	1	EA	\$208.00	\$208.00	\$360.00	\$360.00	\$400.00	\$400.00
TOTAL SECTION E				\$19,901.25		\$26,234.80		\$22,780.00	
GRAND TOTAL				\$182,629.35		\$213,310.65		\$236,213.85	
Bid Certificate				Y		Y		Y	
Bid Bond				Y		Y		Y	
Total Calendar Days to Substantial Completion				75		75		75	
Number of Addenda Received				2		0		2	
Section 3 Compliance				Y		Y		N	

April 12, 2012
Consent Agenda Item No. 2d
Renewal of Electric Annual Construction Contract and a
Resolution Declaring Intention to Reimburse Certain
Expenditures with Proceeds From Debt

To: David Neeley, City Manager

From: David Massey, Director of Electric Utilities

Agenda Caption: Presentation, possible action and discussion on the Renewal of Electric Annual Construction Contract #10-121, Bid #10-31, with H&B Construction for \$884,737.98 and approval of a resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Recommendation(s): Staff recommends renewal of the Annual Construction Contract with H&B Construction in the amount of \$884,737.98 and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Summary: This contract was approved by Council on April 8, 2010 for supplemental labor and equipment to construct required electric distribution line extensions, conversions, and to provide necessary maintenance of the City's electric distribution system for a 12 month period. This is the second and final renewal for this contract.

Budget & Financial Summary: The original amount of contract was for \$819,201.83. The current contract allowed for the increase in the contract amount of up to 8% by mutual agreement of both parties. The first renewal in March of 2011 included a 5% increase of the contract amount to \$860,161.92. The second renewal will be with a 3% increase from the original contract amount for a new contract amount of \$884,737.98. Funds are budgeted for electric capital system improvements and conversion in College Station Electric Utility Capital Improvement Projects Fund. The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this item because the long term debt has not been issued for this contract. This debt is scheduled to be issued later this fiscal year.

Attachments:

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

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew bid No. 10-31 (Contract No. 10-121), for Electric Line Extension, System Upgrade, and URD Conversion in accordance with all terms and conditions previously agreed to and accepted including a proposed 3% across the board increase due to increased material and delivery costs for fuel.

I understand this renewal term will be for a one year period beginning April 22, 2012 through April 21, 2013 and with the 3% increase, the new total amount of the contract is \$884,737.98 (Eight hundred eighty four thousand seven hundred thirty seven dollars and 98/100).

H&B CONSTRUCTION

By: 
Printed Name: William L. Hendrix, II
Title: Managing Partner
Date: 3-12-2012

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:


City Attorney
Date: _____

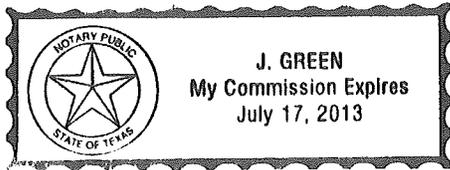
Executive Director Business Services
Date: _____

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF MONTGOMERY

This instrument was acknowledged on the 12th day of March, 2012,
by William L. Hendrix, Jr in his/her capacity as Managing Partner of
H+B Construction, Ltd, a _____ Limited Partnership, on behalf of said
corporation.





Notary Public in and for the
State of TEXAS

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2012,
by _____, in his/her capacity as City Manager of the City of College
Station, a Texas home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas

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 \$900,000, 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 12th DAY OF APRIL, 2012.

Nancy Berry, Mayor

ATTEST:

Sherry Mashburn, City Secretary

(Seal)

APPROVED:



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

Exhibit "A"

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

Electric Distribution Line Extensions and Conversions and Distribution System Maintenance (primarily the replacement of electric poles)

April 12, 2012
Consent Agenda Item No. 2e
Transportation Capital Improvement Projects
Public Engagement Process

To: David Neeley, City Manager

From: Chuck Gilman, P.E., PMP, Public Works Director

Agenda Caption: Presentation, possible action and discussion on a resolution to modify the public engagement process for transportation capital improvement projects.

Relationship to Strategic Goals: Improving Mobility – Provide complete streets that accommodate vehicles, bicyclists, and pedestrians.

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

Summary: In 2007 staff delivered a presentation to the City Council outlining a proposed process to keep the Council and public involved in transportation capital projects. During that meeting, Council expressed a desire for a public hearing when staff makes recommendations for design contracts and resolutions determining need for land (right-of-way, fee simple, easements, etc). In addition, the Council requested a public hearing prior to advertising transportation projects for construction bids.

In the past five-years staff has made numerous changes to our public input and engagement process to improve communications with the public and gather input. Additionally, staff routinely updates the Council on important capital improvement projects during Council Retreats and Council Workshops.

The City has also completed an update to the Thoroughfare Plan, developed a comprehensive Bicycle, Pedestrian, and Greenways Master Plan, and updated the standard street cross-sections to ensure our thoroughfares are context sensitive. These documents also help to provide staff with guidance on transportation projects.

In an effort to streamline the capital project delivery process and make the most efficient use of staff time, it is recommended that the process be modified to require only one public hearing on each transportation project prior to advertising for construction bids.

Approval of this resolution will repeal Resolution No. 5-8-08-2c that approved a process for public input regarding capital roadway projects in the City of College Station that included up to three public hearings for each project.

Budget & Financial Summary: N/A

Attachments:

1. Resolution
- 2.

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of College Station, Texas, desires that the City Council and the public be involved in the planning and development of roadway capital projects; and

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

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

PART 1: That the City Council hereby repeals, to prevent inconsistent policy, **Resolution No. 5-8-08-2c** that approved a process for public input regarding capital roadway projects in the City of College Station; and

PART 2: That the City Council hereby calls for each completed capital roadway project design to be presented to the City Council in a Public Hearing for approval prior to advertising the capital roadway project for construction bids.

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

ADOPTED this _____ day of _____, 2012.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

April 12, 2012
Consent Agenda Item No. 2f
Annual Blanket Order for Janitorial Supplies

To: David Neeley, City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding award of contract for Janitorial Supplies. This is a contract with ProSTAR Industries in the amount of \$58,654.66.

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

Recommendation(s): Staff recommends award of contract with ProSTAR Industries for \$58,654.66

Summary: Competitive sealed bids were solicited and opened on March 20, 2012. Ten (10) bids were received; however, only six (6) were determined to be complete and were tabulated. ProSTAR Industries submitted the lowest overall bid for janitorial supplies. Their bid offers a 20% discount on all items not specifically listed in the bid and a 1% prompt payment discount on invoices paid within ten (10) days after acceptable delivery of supplies or the date of receipt of invoice, whichever is later. This is an annual agreement for one (1) year with two (2) additional year renewals upon mutual consent of the City and the vendor.

Budget & Financial Summary: Funds are budgeted and available in the Public Works Facilities Maintenance Budget.

Attachments:

1. Bid Tabulation #12-048

**ANNUAL BLANKET ORDER FOR JANITORIAL SUPPLIES
 BID TABULATION #12-048
 PUBLIC WORKS - FACILITIES**

Item No.	Qty	Description	ProStar industries (Bryan, TX)		Gulf Coast Paper Co., Inc. (Temple, TX)		Amsan (Lufkin, TX)		Ray Criswell Distributing (Bryan, TX)		TK Sales (Bryan, TX)		Olmsted-Kirk (Waco, TX)	
			Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	250	Toilet tissue	\$ 32.12	\$ 8,030.00	\$34.89	\$ 8,722.50	\$35.54	\$ 8,885.00	\$34.55	\$ 8,637.50	\$35.24	\$ 8,810.00	\$34.99	\$ 8,747.50
2	200	Paper towels- multi fold	\$ 19.65	\$ 3,930.00	\$17.73	\$ 3,546.00	\$19.98	\$ 3,996.00	\$18.55	\$ 3,710.00	\$18.83	\$ 3,766.00	\$18.80	\$ 3,760.00
3	175	Roll Towels	\$ 30.73	\$ 5,377.75	\$36.14	\$ 6,324.50	\$36.81	\$ 6,441.75	\$21.45	\$ 3,753.75	\$19.95	\$ 3,491.25	\$36.25	\$ 6,343.75
4	175	Paper towels, C-fold	\$ 19.16	\$ 3,353.00	\$23.30	\$ 4,077.50	\$23.73	\$ 4,152.75	\$19.60	\$ 3,430.00	\$17.69	\$ 3,095.75	\$23.35	\$ 4,086.25
5	100	Roll towels, perforated	\$ 20.35	\$ 2,035.00	\$21.25	\$ 2,125.00	\$21.65	\$ 2,165.00	\$18.00	\$ 1,800.00	\$22.15	\$ 2,215.00	\$21.30	\$ 2,130.00
6	100	Wipers - Task Mate AI Dispensing Box	\$ 34.71	\$ 3,471.00	\$37.50	\$ 3,750.00	\$38.20	\$ 3,820.00	\$39.75	\$ 3,975.00	\$75.00	\$ 7,500.00	\$37.60	\$ 3,760.00
7	100	Wipers - Task Mate DRC Dispensing Box	\$ 34.71	\$ 3,471.00	\$44.32	\$ 4,432.00	\$45.14	\$ 4,514.00	\$41.20	\$ 4,120.00	\$61.47	\$ 6,147.00	\$44.45	\$ 4,445.00
8	100	Wipers - Task Mate SRM Dispensing Box	\$ 37.23	\$ 3,723.00	\$31.82	\$ 3,182.00	\$32.41	\$ 3,241.00	\$48.35	\$ 4,835.00	\$38.27	\$ 3,827.00	\$31.90	\$ 3,190.00
9	15	Hand soap-DermaPro	\$ 28.93	\$ 433.95	\$38.89	\$ 583.35	\$23.19	\$ 347.85	\$33.00	\$ 495.00	\$25.62	\$ 384.30	\$26.95	\$ 404.25
10	15	Hand soap - Pink	\$ 19.50	\$ 292.50	\$14.20	\$ 213.00	\$19.79	\$ 296.85	\$21.80	\$ 327.00	\$21.47	\$ 322.05	\$22.98	\$ 344.70
11	30	Spray & wipe cleaner-19 oz.	\$ 29.94	\$ 898.20	\$24.98	\$ 749.40	\$24.98	\$ 749.40	\$27.84	\$ 835.20	\$28.75	\$ 862.50	\$36.80	\$ 1,104.00
12	30	Glass Cleaner, window-19 oz.	\$ 26.34	\$ 790.20	\$22.91	\$ 687.30	\$22.91	\$ 687.30	\$27.24	\$ 817.20	\$22.42	\$ 672.60	\$28.75	\$ 862.50
13	15	Glass Cleander, Triple S	\$ 12.75	\$ 191.25	\$11.05	\$ 165.75	\$18.59	\$ 278.85	\$19.80	\$ 297.00	\$24.80	\$ 372.00	\$23.60	\$ 354.00
14	15	Hand Cleaner, Derma Care 2000	\$ 58.26	\$ 873.90	\$54.61	\$ 819.15	\$63.89	\$ 958.35	\$61.44	\$ 921.60	\$61.74	\$ 926.10	\$53.00	\$ 795.00
15	30	Urinal Screens w/blocks	\$ 13.95	\$ 418.50	\$14.91	\$ 447.30	\$11.31	\$ 339.30	\$17.40	\$ 522.00	\$17.50	\$ 525.00	\$13.50	\$ 405.00
16	20	Metered aerosol	\$ 35.17	\$ 703.41	\$33.85	\$ 677.00	\$43.09	\$ 861.80	\$37.80	\$ 756.00	\$36.65	\$ 733.00	\$41.00	\$ 820.00
17	150	Trash liners, 16"x14"x36", black	\$ 9.17	\$ 1,375.50	\$13.07	\$ 1,960.50	\$13.09	\$ 1,963.50	\$11.25	\$ 1,687.50	\$10.58	\$ 1,587.00	\$28.94	\$ 4,341.00
18	225	Trash liners, 23"x17"x46", white	\$ 11.56	\$ 2,601.00	\$14.77	\$ 3,323.25	\$13.19	\$ 2,967.75	\$14.50	\$ 3,262.50	\$13.80	\$ 3,105.00	\$21.30	\$ 4,792.50
19	650	Trash liners, 38"x63", clear	\$ 25.67	\$ 16,685.50	\$25.77	\$ 16,750.50	\$29.49	\$ 19,168.50	\$31.49	\$ 20,468.50	\$24.65	\$ 16,022.50	\$24.60	\$ 15,990.00

TOTAL	\$ 58,654.66	\$ 62,536.00	\$ 65,834.95	\$ 64,650.75	\$ 64,364.05	\$ 66,675.45
Discount on products not listed	20%	10-15%	15%	10%	25%	25%
Prompt Payment Discount	1%					

Incomplete Bids: Central Poly Corporation, Chemsearch, Talley Chemical & Supply, All American Poly

April 12, 2012
Consent Agenda Item No. 2g
Medical Waste Hauling Franchise
with Waste Management Health Care Solutions, Inc.

To: David Neeley, City Manager

From: Jason Stuebe, Assistant to the City Manager

Agenda Caption: Presentation, possible action and discussion on the second of three readings of a non-exclusive franchise agreement with Waste Management Health Care Solutions, Inc. for the purpose of collecting and disposing treated and untreated medical waste from various health care related facilities.

Recommendation(s): Staff recommends approval.

Summary: 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." The first reading was approved at the March 22, 2012 Council Meeting.

This proposed non-exclusive five (5) year franchise agreement allows for the collection, hauling, and disposal of treated and untreated medical waste from various health care facilities within the city limits. The disposal of medical waste, a State mandated service, was privatized in 2005 because untreated medical waste cannot be depositing in any BVSWMA landfill. Staff maintains that continuing this practice is the most cost-effective way to offer this service to our community.

This is the first Franchise sought by Waste Management, Inc. for this service. Once approved, it will be the second active non-exclusive franchise granted to provide Medical Waste disposal services.

Budget & Financial Summary: The franchisee agrees and shall pay to the City five percent (5%) of the franchisee's monthly gross delivery and hauling revenues generated from the collection services provided for in the Franchise Agreement.

Attachments:

1. Franchise Ordinance is on file with the City Secretary

April 12, 2012
Consent Agenda Item No. 2h
Financial Advisory Consulting Services

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director of Business Services

Agenda Caption: Presentation, possible action, and discussion to approve the amendment to the original contract with First Southwest Company in an amount not to exceed \$175,000 for financial advisory services.

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

Summary: The City Council approved the original contract in June 2009. In June 2009, the contract "not to exceed" amount was increased to \$250,000 in anticipation of additional cost associated with the construction of a City owned Convention Center. In June 2010, the contract was renewed and the "not to exceed" amount was amended lowering the amount to \$125,000. This amendment will increase the "not to exceed" amount of the contract to \$175,000.

The purpose of this amendment is due to the timing of the fiscal year 2011 bond issue, the 2011 defeasance of the Convention Center bonds and the anticipated bond issue and refunding for fiscal year 2012.

First Southwest Company will assist the City in issuing debt, assisting in establishing timelines for issuance of debt, perform necessary analysis regarding the financial resources of the City, coordinate the assembly and transmittal of appropriate information to Bond Counsel, coordinate the preparation and submission of Notice of Sale, the Preliminary Official Statement and Official Statement and other marketing documents that may be required, advise financial publication of a forthcoming sale, coordinate the preparation of information for presentation to rating agencies, coordinate the receipt of bids and advising the city of best bid, coordinate the expeditious delivery of the bonds, deliver to the city a schedule of annual debt service requirements delivered to the purchaser and coordinate the selection of a paying agent registrar.

Budget & Financial Summary: Funds for this expenditure are budgeted and available in the various capital project funds where debt will be issued this year.

Attachments:

1. Contract Amendment

**SECOND AMENDMENT TO THE CONSULTANT CONTRACT FOR FINANCIAL
ADVISORY SERVICES BETWEEN CITY OF COLLEGE STATION AND
FIRST SOUTHWEST COMPANY**

WHEREAS, the City of College Station, Texas entered into a contract with First Southwest Company dated June 23, 2009 with contract number 09-217 (Original Contract) for Financial Advisory Services associated with the management and issuance of debt; and

WHEREAS, the Original Contract was approved by the City Council on June 11, 2009 in the amount of \$250,000; and on June 24, 2010 the Original Contract was renewed with an amendment reducing the total amount of the contract to \$125,000; the final renewal on the Amended Contract (First Amended Contract) was approved July 14, 2011 in the amount of \$125,000; and

WHEREAS, the City desires to amend the First Amended Contract to increase the total amount of the contract to \$175,000 during this renewal term due to the timing of the fiscal year 2011 bond issue, the 2011 defeasance of the Convention Center bonds and the anticipated bond issue and refunding for fiscal year 2012; and

NOW THEREFORE, for and in consideration of the recitation above and the covenant expressed herein below, the parties agree to amend the Original Contract and First Amended Contract as follows:

1. Article I, Paragraph 1.03 is hereby amended to read “The total amount of payment, including reimbursements, by the City to Contractor for all services to be performed under this contract may not, under any circumstances, exceed **One Hundred Seventy Five Thousand and no/100 (\$175,000)**”.
2. All other terms and conditions of the Original Contract and the First Amended Contract shall remain unchanged and in full force and effect.

FIRST SOUTHWEST COMPANY

CITY OF COLLEGE STATION

By: _____

By: _____

Printed Name: _____

Mayor

Date: _____

Title: _____

Date: _____

ATTEST:

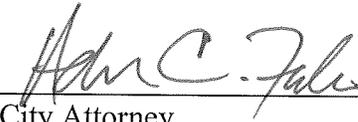
City Secretary

Date: _____

APPROVED:

City Manager

Date: _____



City Attorney

Date: _____

Executive Director Business Services

Date: _____

**April 12, 2012
Consent Agenda Item No. 2i
Pad-Mounted Distribution Transformers**

To: David Neeley, City Manager

From: Jeff Kersten, Executive Director Business Services

Agenda Caption: Presentation, possible action and discussion on a bid award for the purchase of various pad-mounted distribution transformers maintained in inventory to HD Supply Utilities \$43,692; Texas Electric Cooperatives \$31,650; and Wesco \$15,153 for a total of \$90,495.00.

Recommendation(s): Recommend award to the lowest, responsible bidders meeting specifications as follows:

Item 1:	HD Supply Utilities	\$10,626.00
Item 2:	Texas Electric Coop	\$31,650.00
Item 3:	HD Supply Utilities	\$15,078.00
Item 4:	HD Supply Utilities	\$17,988.00
Item 5:	Wesco	\$15,153.00
TOTAL		\$90,495.00

Summary: Six (6) sealed competitive bids were received and opened on March 22, 2012. Upon Council approval, purchase orders will be issued to the vendors recommended for award. The transformers will be placed and maintained in the electrical inventory and expensed as necessary.

Budget & Financial Summary: 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 #12-050

ITEM NUMBER: 1

ITEM DESCRIPTION: 25 KVA Padmount Transformer 240/120

Order Quantity: 6

INVENTORY #: 285-086-00031

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
HD Supply #1	GE Prolec	\$1,934.00	\$11,604.00	\$2,416.06	8
HD Supply #2	Cental Maloney	\$1,771.00	\$10,626.00	\$2,260.24	10
HD Supply #3	ERMCO	\$1,843.00	\$11,058.00	\$2,337.84	8-10
KBS #1	Cooper	\$2,364.00	\$14,184.00	\$2,848.60	16-18
KBS #2	ERMCO	\$1,829.00	\$10,974.00	\$2,323.84	8-10
Priester-Mell & Nicholson	Cental Maloney	\$1,776.00	\$10,656.00	\$2,265.24	10
Techline #1	Howard	\$1,814.00	\$10,884.00	\$2,302.59	8-10
Techline #2	Howard	\$1,825.00	\$10,950.00	\$2,309.04	10-12
TEC #1	GE	\$1,945.00	\$11,670.00	\$2,427.06	7
TEC #2	ERMCO	\$1,804.00	\$10,824.00	\$2,298.84	8-10
Wesco #1	ABB	\$1,866.00	\$11,196.00	\$2,381.00	8-10
Wesco #1	ABB	\$1,997.00	\$11,982.00	\$2,494.75	10-12

Low Bid

ITEM NUMBER : 3

ITEM DESCRIPTION: 75 KVA Padmount Transformer 240/120

Order Quantity: 6

INVENTORY #: 285-086-00033

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
HD Supply #1	GE Prolec	\$2,676.00	\$16,056.00	\$3,785.47	8
HD Supply #2	Central Maloney	\$2,513.00	\$15,078.00	\$3,662.96	10
HD Supply #3	No bid	\$0.00	\$0.00	\$0.00	0
KBS #1	Cooper	\$3,208.00	\$19,248.00	\$4,325.24	22-24
KBS #2	ERMCO	\$2,648.00	\$15,888.00	\$3,790.82	8-10
Priester-Mell & Nicholson	Central Maloney	\$2,520.00	\$15,120.00	\$3,669.96	8
Techline #1	Howard	\$2,835.00	\$17,010.00	\$3,930.08	8-10
Techline #2	Howard	\$2,904.00	\$17,424.00	\$3,903.51	10-12
TEC #1	GE	\$2,590.00	\$15,540.00	\$3,699.47	7
TEC #2	ERMCO	\$2,613.00	\$15,678.00	\$3,755.82	8-10
Wesco #1	ABB	\$2,574.60	\$15,447.60	\$3,812.39	8-10
Wesco #2	ABB	\$2,843.00	\$17,058.00	\$4,013.18	10-12

Low bid

Wesco #1 originally had low bid of \$2452 but took exception to "liquidated damages and shipping liquidated damages". Per bid specifications, 5% was added to the unit cost and recalculated to \$2574.60. TOC was recalculated to \$3812.69.

ITEM NUMBER : 2

ITEM DESCRIPTION: 50 KVA Padmount Transformer 240/120

Order Quantity: 15

INVENTORY #: 285-086-00032

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
HD Supply #1	GE Prolec	\$2,164.00	\$32,460.00	\$2,998.09	8
HD Supply #2	Central Maloney	\$2,117.00	\$31,755.00	\$2,939.85	10
HD Supply #3	ERMCO	\$2,156.00	\$32,340.00	\$2,982.26	8-10
KBS #1	Cooper	\$2,845.00	\$42,675.00	\$3,677.93	16-18
KBS #2	ERMCO	\$2,162.00	\$32,430.00	\$2,988.26	8-10
Priester-Mell & Nicholson	Central Maloney	\$2,123.00	\$31,845.00	\$2,945.85	10
Techline #1	Howard	\$2,186.00	\$32,790.00	\$2,997.31	8-10
Techline #2	Howard	\$2,258.00	\$33,870.00	\$3,015.34	10-12
TEC #1	GE	\$2,123.00	\$31,845.00	\$2,957.09	7
TEC #2	ERMCO	\$2,110.00	\$31,650.00	\$2,936.26	8-10
Wesco #1	ABB	\$2,215.50	\$33,232.50	\$3,091.24	8-10
Wesco #2	ABB	\$2,642.00	\$39,630.00	\$3,287.27	10-12

Low bid

Wesco #1 originally had tying low bid of \$2110 but took exception to "liquidated damages and shipping liquidated damages". Per bid specifications, 5% was added to the unit cost and recalculated to \$2215.50. TOC was recalculated to \$3091.24.

ITEM NUMBER : 4

ITEM DESCRIPTION: 100 KVA Padmount Transformer 240/120

Order Quantity: 6

INVENTORY #: 285-086-00034

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
HD Supply #1	GE Prolec	\$3,108.00	\$18,648.00	\$4,479.48	8
HD Supply #2	Central Maloney	\$2,998.00	\$17,988.00	\$4,328.08	10
HD Supply #3	ERMCO	\$3,206.00	\$19,236.00	\$4,567.54	8-10
KBS #1	Cooper	\$3,516.00	\$21,096.00	\$4,878.10	22-24
KBS #2	ERMCO	\$3,181.00	\$19,086.00	\$4,542.54	8-10
Priester-Mell & Nicholson	Central Maloney	\$3,006.00	\$18,036.00	\$4,336.08	10
Techline #1	Howard	\$3,320.00	\$19,920.00	\$4,662.46	8-10
Techline #2	Howard	\$3,350.00	\$20,100.00	\$4,491.09	10-12
TEC #1	GE	\$3,035.00	\$18,210.00	\$4,401.21	7
TEC #2	ERMCO	\$3,140.00	\$18,840.00	\$4,501.54	8-10
Wesco #1	ABB	\$3,073.35	\$18,440.10	\$4,516.98	8-10
Wesco #2	ABB	\$3,455.00	\$20,730.00	\$4,601.44	10-12

Low bid

Wesco #1 originally had low bid of \$2927 but took exception to "liquidated damages and shipping liquidated damages". Per bid specifications, 5% was added to the unit cost and recalculated to \$3073.35. TOC was recalculated to \$4516.98.

ITEM NUMBER : 5

ITEM DESCRIPTION: 250 KVA Padmount Transformer 240/120

Order Quantity: 3

INVENTORY #: 285-086-00036

BIDDER	MANUFACTURER	UNIT PRICE	EXTENDED PRICE	Total Owning Cost (TOC)	DELIVERY (weeks)
HD Supply #1	No bid	\$0.00	\$0.00	\$0.00	0
HD Supply #2	Central Maloney	\$5,708.00	\$17,124.00	\$8,595.14	10
HD Supply #3	ERMCO	\$6,145.00	\$18,435.00	\$9,215.07	8-10
KBS #1	No bid	\$0.00	\$0.00	\$0.00	0
KBS #2	ERMCO	\$6,096.00	\$18,288.00	\$9,166.07	8-10
Priester Mell & Nicholson	Central Maloney	\$5,723.00	\$17,169.00	\$8,610.14	10
Techline #1	Howard	\$6,715.00	\$20,145.00	\$9,666.91	8-10
Techline #2	Howard	\$6,920.00	\$20,760.00	\$9,392.15	10-12
TEC #1	No bid	\$0.00	\$0.00	\$0.00	0
TEC #2	ERMCO	\$6,015.00	\$18,045.00	\$9,085.07	7-10
Wesco #1	ABB	\$5,051.00	\$15,153.00	\$8,092.13	8-10
Wesco #2	ABB	\$5,985.00	\$17,955.00	\$8,732.50	10-12

Low bid

SUMMARY

	Vendor	Manufacturer	Quantity	Unit Price	Total	Delivery
Item #1 25 KVA Padmount Transformer 240/120 Inventory #285-086-00031	HD Supply	Central Maloney	6	\$1,771	\$10,626	10 weeks
Item #3 75 KVA Padmount Transformer 240/120 Inventory #285-086-00033	HD Supply	Central Maloney	6	\$2,513	\$15,078	10 weeks
Item #4 100 KVA Padmount Transformer 240/120 Inventory #285-086-00034	HD Supply	Central Maloney	6	\$2,998	\$17,988	10 weeks
Total				HD Supply	\$43,692	
Item #2 50 KVA Padmount Transformer 240/120 Inventory #285-086-00032	TEC	ERMCO	15	\$2,110	\$31,650	8-10 weeks
Total	TEC			TEC	\$31,650	
Item #5 250 KVA Padmount Transformer 240/120 Inventory #285-086-00036	Wesco	ABB	3	\$5,051	\$15,153	8-10 weeks
Total				Wesco	\$15,153	
Grand Total					\$90,495	

April 12, 2012
Consent Agenda Item No. 2j
Reconstruction Program Guidelines Update

To: David Neeley, City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding the addition of clarifying language to the Reconstruction Program guidelines.

Relationship to Council Strategic Plan: Financially Sustainable City, Core Services and Infrastructure, Neighborhood Integrity, and Diverse Growing Economy

Recommendation(s): Staff recommends approval.

Summary: At their October 27th meeting, the Council approved guidelines for a Housing Rehabilitation and Minor Repair Loan program as well as for a Housing Reconstruction Loan program. Guidelines for the Minor Repair and Rehabilitation Loan program allow for refinancing of the participant's first mortgage for the purpose of the reduction of monthly payments, term or interest rate. The Reconstruction Loan Program guidelines approved in October did not include this language.

The rehabilitation and reconstruction programs share the same application and are both classified as rehabilitation activities by the Department of Housing and Urban Development. Adding the following refinancing language from the Minor Repair and Rehabilitation Loan Program guidelines to the Reconstruction Loan Program guidelines would clarify that refinancing of a participants first mortgage is allowable under this program as well:

"Refinancing of the first mortgage for the purpose of the reduction of monthly payments, term or interest rate is acceptable, however, refinancing which results in any cash being received by the homeowner is not allowed."

While an existing mortgage does not exclude a resident from participating in the Reconstruction Program, the inability to refinance that mortgage into the program loan would effectively exclude that resident from participation.

Language will be deleted that restricts the loan term to 30 years. While exceeding a 30 year loan term would not be desirable, the flexibility of the loan term allows staff to ensure that the homeowner pays no more than 30 percent of their monthly income on their total house payment.

Budget & Financial Summary: \$107,159 of Federal HOME Investment Partnership funds have been approved in the 2011 Annual Action Plan.

Attachments:

Attachment 1: Home Reconstruction Guidelines

CITY OF COLLEGE STATION
HOUSING RECONSTRUCTION
PROGRAM GUIDELINES

Unless herein stated otherwise, the requirements contained in 24 CFR Part 92 (Home Investment Partnerships Program) and 24 CFR Part 570 (Community Development Block Grant Program) will be followed.

A. STATEMENT OF PURPOSE & PROGRAM OVERVIEW

The City of College Station has established a Housing Reconstruction Program (HRP) funded through the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME). Additionally, the City may utilize other appropriate local, state, or federal resources that may become available.

The HRP is designed to combine various financial resources necessary to accomplish the reconstruction of eligible, qualified, owner occupied dwellings once deemed ineligible for the Housing Rehabilitation and Minor Home Repair Program (HRMHRP). The City's Community Development staff will assist homeowners in planning, implementing and managing the process to demolish and reconstruct their substandard dwelling. In addition, the City seeks to impede the acceleration of slum and blighting influences through this activity, as well as preserve and enhance neighborhood quality and integrity. Depending upon applicant eligibility and costs of the particular project, assistance may be available to applicants under the provisions of 24 CFR § 92.254 Qualification as affordable housing: Homeownership and 24 CFR § 570.202, Eligible Rehabilitation and Preservation Activities. Eligible project activities will comply with the respective program requirements published in the U.S. Code of Federal Regulations (CFR), as it may be modified over time. The basic goals of this Program are:

- To preserve and enhance the supply of affordable, decent, safe, and sanitary housing available to qualified low-income households.
- To provide support, training, and counseling activities to low-income applicants seeking to reconstruct their substandard homes.
- To provide applicants information regarding loan finance options to accomplish necessary demolition and reconstruction required to build a single family dwelling that meets all applicable codes and ordinances.
- To provide applicants information on proactively managing the maintenance of their homes following reconstruction.

This program is designed to provide technical and financial assistance to low-income, owner-occupant homeowners seeking to demolish and reconstruct their substandard residential

structures into decent, safe and sanitary dwelling units. This program is available on a city-wide basis and is limited to only those properties located within the municipal boundaries of the city. Properties that lie partially within the city limits may be considered on a case-by-case basis.

All eligible HRP applicants shall be required to participate in the same homeowner and homebuyer education and counseling sessions as other housing assistance program applicants.

The HRP financial assistance shall be managed as follows:

Program staff will assist qualified and approved applicants to demolish and reconstruct their substandard housing by requiring the applicant to enter into a reconstruction assistance agreement with the City. The agreement will allow the use of program funds for demolition and reconstruction as well as associated program delivery costs of the project. The agreement must be approved and executed prior to the commencement of any demolition or construction activities. All project costs (excluding staff time and soft costs necessary for program delivery) shall be compiled at project completion into a permanent financing loan, secured by a lien. Repayment of the loan shall be in accordance with the terms and conditions defined in program legal instruments. Applicants will have the option of pre-payment of costs at any time during the project, and prior to permanent financing, if they so desire.

Upon completion of construction activities, applicant shall close on the loan. Assistance will be in the form of a mixed loan – up to half of the assistance amount capped at \$40,000 in the form of a deferred, 0% interest, forgivable loan amortized using a monthly rate based on the number of months in a fifteen (15) year lien period. This portion of the loan will be forgiven at this rate over the fifteen (15) year lien period. The remainder will be in the form of a 3% interest loan with monthly payments for a specified term.

Front End Ratio: The repayable loan shall be structured to ensure that the total of all principal, interest, taxes, and insurance (PITI) payments shall not exceed thirty percent (30%) of the applicant's gross monthly income.

Back End Ratio: The repayable loan shall also be structured to ensure that the total of all PITI payments plus consumer debt payments shall not exceed forty-five percent (45%) of the applicant's gross monthly income.

The mortgage note and deed restrictions shall be serviced and enforced either by the Community Development Office, a commercial lending institution, or by a not-for-profit entity.

B. DESIGNATED AUTHORITY

Administrative authority for implementation of this Program will rest with the Office of City Manager or its designee. The Community Development Office will serve as the designated office for

approval of contractual agreements and budget changes as needed to accomplish project completion, in accordance with Council approved procedures.

The Executive Director of Planning and Development Services (Director) will be responsible for authorizing the amount of assistance to be made available to the project in accordance with the implementing procedures. This determination will be based upon evaluations of the costs to be incurred by providing the housing assistance and upon the demonstrated needs of eligible applicant(s).

The Director will also be responsible for approval of applicant eligibility for this program and final approval of selection of applicants to be assisted. This will be based upon relative need of applicants for the specific housing assistance sought.

C. PROGRAM IMPLEMENTATION PROCESS

Steps in implementing the Program will be as follows:

1. The Community Development Office (CD Office) will create and maintain applications for all housing assistance programs. All applicants shall submit a completed application to the CD Office and await an evaluation of eligibility by the appropriate staff member(s). For this particular Program, applicants are required to hold majority title interest to an improved property within the corporate limits of College Station, which is their permanent place of residence, prior to submitting an application. A \$20 non-refundable application fee will be required to process the application under this program.
2. When a determination has been made that the structure is not feasible to rehabilitate to minimum standards under the City's Owner-Occupied Rehabilitation Program, staff will evaluate reconstruction applications for eligibility and prioritize the processing of applications based upon completeness and accuracy of information/documentation and demonstrated housing need. Program staff will process applications as expeditiously as possible, considering funding limitations and other staff responsibilities as assigned.
3. Applicant(s) will be notified by phone and in writing if they are eligible for participation in the program. If the applicant(s) are not eligible, they will be notified in writing, with an explanation of why they do not qualify. Non-qualification issues may include (but are not limited to) income, assets, credit score, deed restrictions, title concerns, environmental concerns and/or household make-up.
4. Once the applicant is deemed eligible, they will be required to sign an agreement with the City committing to attend homeowner education classes before commencing with the reconstruction process of their property. The City will provide homeowner education classes to explain the financial, tax burden, maintenance and code compliance responsibilities of homeownership. Only upon completion of the required classes, will the applicant(s) be able to

continue with the program implementation process. If the applicant decides to discontinue the homeownership education classes by failure to attend mandatory classes, the City will notify them in writing that they have been removed from participation in the program.

5. Following completion of the required homeowner education classes, program staff will meet with the applicant(s) to explain the basic goals and objectives of the Program and further assess the needs of the applicant(s) household that will occupy the dwelling once completed. Community Development staff determine whether or not approval of the homeowner's replacement housing may be expected to result in the successful and feasible re-housing of the homeowner. The homeowner's request may be denied in cases in which the homeowner's general health or income level would preclude his or her adequate and responsible operation of a replacement dwelling; and/or cases in which the costs of the replacement dwelling would be substantially above the costs of typical cases; and to the extent that the probability of the City reaching its CDBG/HOME program goals would be endangered due to the cost overruns. The homeowner will be notified in writing of the determination and if the request is not approved, the reasons for denial.
6. After the household needs are fully assessed, staff will assess the project site to determine any additional demolition or reconstruction needs of the home in order to fully realize a decent, safe and sanitary unit. Program staff will make every effort, while crafting a plan for the home reconstruction, to incorporate the City's most current Green Building Standards into the project scope. Any incentives offered from federal, state or local agencies for conformance with Green Build Standards shall be accessed by the program as appropriate and when applicable.
7. Applicant(s) will be involved in several meetings with program staff to ensure proper steps are followed in the reconstruction process of their homes. The applicant may also be required to accompany program staff to appear before City planning boards and/or commissions to request variances or approval of special circumstantial development needs.
8. Applicant(s) will be responsible for their own relocation arrangements including costs during the demolition and reconstruction period. Relocation costs will not be an eligible expense under this program.
9. Once the reconstruction plan has been completed, and any other City required approvals have been accomplished, program staff will place the project out for bid to approved contractors in compliance with the City's procurement and process regulations. Prior to bid, program staff will prepare a construction estimate by which to compare submitted bid amounts. Should submitted bids prove to be more than 10% of the construction estimate, the applicant will have the option to reject all bids and re-bid the project, or select the lowest responsible bidder (if program staff deems the lowest responsible bid reasonable within the project estimate). Applicant (Owner) will then enter into a construction contract with the lowest responsible bidder (Contractor), allowing the City to be the Owner Representative through the construction process, attending to progress payments and change orders in a timely manner on behalf of the Owner.

10. Program staff will obtain all required close-out documents at project completion and the loan closing will be scheduled.
11. Homeowners will be required to comply with all terms and conditions of their program agreement until all of the terms of their loan have been satisfied. Due to the type and source of funding, homeowners provided assistance through this program can expect rigorous enforcement of the terms and conditions of their loans.

D. APPLICANT ELIGIBILITY CRITERIA

Eligible applicants of this Program must meet the following qualifications:

1. Applicant(s) must have applied for rehabilitation assistance under the City's Housing Rehabilitation and Minor Home Repair Program. Applicant must have been rejected for rehabilitation assistance on the grounds that the applicant's occupied dwelling was not feasible to rehabilitate.
2. Applicant(s) must be an owner occupant of the dwelling for which assistance is requested and reside within the City of College Station. The dwelling must be the applicant's principal residence for a minimum of two (2) years prior to the submission of a completed application for assistance.
3. Ownership: Applicant(s) must present proof of ownership by General or Special Warranty Deed. City staff will verify proof of ownership with title searches as necessary on the property where the dilapidated structure exists and/or the site where the replacement housing will be built. In situations where the applicant does not have clear title, applicant will be required to clear title. When meeting this guideline requirement is not feasible, applicant must present proof of ownership (General or Special Warranty Deed) showing fee simple title of 50% or more ownership in the applicant's name. (All other title holders will be requested to relinquish their title rights to the applicant. If 100% title is not gained in this manner, then all other title holders will be requested to sign applicable project and lien documents to show their consent to the project.) Applicants with less than 100% fee simple title must have a continuing right to occupy the premises. Applicant must provide documentation for all existing liens. All current lienholders will be requested to subordinate their lien position to the City. Upon review and determination by the Planning and Development Services Director, the City may accept a lesser lien position if it is determined that the City's low-income affordable housing goals are being accomplished by the completion of the project.
4. Principal Residence and Homestead: Applicant(s) will be required to certify that they intend to occupy the new reconstructed dwelling as their principal residence upon project completion. Occupancy will be determined through verification of utility consumption, and other verifications determined acceptable and/or necessary by the City, on an annual basis.

5. Income: An applicant must have a gross income of 80 percent or less than of the College Station/Bryan area median income as reported by HUD. Income will be determined by the provisions of 24 CFR § 92.203 (Income determinations) and 24 CFR § 5.609 (Annual income).
6. Assets: Applicants will not be eligible for this Program if, upon application, they have assets exceeding \$20,000 on hand. Retirement funds in IRS recognized retirement accounts and home equity are excluded. The Director may waive this requirement if necessary to accomplish other City or program objectives, or under extraordinary circumstances.
7. Credit: Qualified applicants will have an average FICO credit score of no less than 575, with no bankruptcies, foreclosures, student loan delinquencies, income tax delinquencies, child support delinquencies or repossessions within the previous two years. The Director may waive this requirement if necessary to accomplish other City or program objectives, or under extraordinary circumstances.
8. Employment History: Applicants must have an employment history in the same job, or in the case of professional, salaried employees (as defined in 29 CFR § 541 meeting any of the requirements in Subparts B,C,D,E, or F), in the same field of employment, for a minimum of twelve (12) months.
9. Student Loans: Student loans, which are currently deferred at the time of application, will be included in the debt ratio calculation as if in repayment status.
10. Citizenship: In order to receive Program assistance, applicants must be United States Citizens, U.S. Non-Citizen Nationals, or Qualified Aliens as defined by Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. Qualified alien status will be verified by the Citizenship and Immigration Services division of the U.S. Department of Homeland Security.
11. Applicant must establish that all property taxes are paid on the property to be vacated (and/or proposed construction site) and that all other liens are satisfied or released. Applicants owing delinquent property taxes will only be considered for assistance if they are enrolled in a county approved tax payment plan. At a minimum, the applicant must have six consecutive months of timely payments on a payment plan structured to bring taxes current within a two year period. After project completion, owners are required to certify on an annual basis that taxes have been paid and hazard insurance policies are current and in effect.
12. Applicants shall provide complete and accurate information regarding their household composition, household income, and housing situation. Failure to disclose information which may affect eligibility requirements shall also constitute fraud. Applicants shall be required to make full restitution to the City in the event applicants provide inaccurate or incomplete information in order to meet eligibility requirements for the Community Development Office

housing programs. Requests for further assistance will be denied unless restitution is made in full.

13. Applicants will agree to conform to College Station Code Enforcement requests prior to being determined eligible for replacement housing assistance. Applicants agree to maintain dwelling and exterior grounds in accordance with applicable city ordinances.

G. FEASIBILITY OF RECONSTRUCTION

1. Feasibility of demolition and reconstruction of property to minimum program standards will be made following a detailed inspection of the property by program staff.
2. Feasibility of reconstruction structures under established program limits will be determined by an assessment of the following two criteria:
 - a. For all required repairs and renovations, rehabilitation costs shall exceed 75% of the total estimated post-rehabilitation value of the structure.
 - b. The estimate of costs needed for all required demolition and reconstruction must fall within program limits.

Units not meeting these standards will be determined infeasible for reconstruction assistance and, therefore, considered only for the Housing Rehabilitation and Minor Home Repair Program.

H. SELECTION OF RECIPIENTS FOR ASSISTANCE

1. Recipients for assistance of HRP will be taken from the HRMHRP applications of eligible homeowners residing in substandard or dilapidated structures determined to be infeasible to rehabilitate.
2. The number of recipients to receive assistance will be subject to general availability of funds.
3. Community Development staff will evaluate all applications of eligible homeowners whose structures are determined to be infeasible to rehabilitate. Based upon this evaluation, a recommendation will be made to the Director as to the order of applicants to be assisted. Generally, those in the most imminent danger to personal health or safety will be extended priority under the program.
4. Criteria to be used to make this evaluation will include the following items listed in priority order:

- a. Degree of threat to health and safety of occupants presented by continuance of residing in the structure. This will include evaluation of factors such as availability of basic services including water, sewer, electricity, and structural deficiencies of the home.
- b. Health and handicapping disabilities of occupants which necessitates the home to be handicapped accessible.
- c. Time and date that all application requirements are met.
- d. Time and date of application.

E. ELIGIBLE PROPERTY CRITERIA

Property eligible for Program assistance is subject to the requirements of 24 CFR § 92.254 (Qualification as affordable housing; Homeownership) and as follows:

- 1. Location: The Program will be implemented on a city-wide basis within the corporate limits of the City of College Station. Properties that lie partially within the corporate limits will be considered on a case-by-case basis. However, program preference will rest with properties wholly in the City.
- 2. Property Type: Eligible properties must be improved, single-family residential lots, which are:
 - a. The principle residence of the applicant, and
 - b. Have a structure that has been determined infeasible to rehabilitate by staff, and
 - c. Have all utility service connections available to the property.
- 3. Title: The applicant household must hold majority title to the property. An existing mortgage will not prohibit participation in the program.
- 4. All eligible properties, following reconstruction, shall not exceed 95 percent of the maximum amount insurable under Section 203(b) of the National Housing Act (FHA lending limit) for the College Station/Bryan area.
- 5. Manufactured Housing: Manufactured housing units are not eligible for program assistance unless:
 - a. the property on which the manufactured home sits is owned by the applicant; and
 - b. the property is properly zoned for single family housing; and
 - c. the applicant has resided in the home and on that site for not less than two years, prior to the application date.

F. LOAN INSTRUMENTS

The HRP shall use loan instruments (real estate lien note, deed-of-trust, mechanic's lien contract, mechanic's lien note and transfer of lien) adapted to this program in order to provide financial assistance to eligible applicants and to comply with the provisions of 24 CFR § 92.254(a)(5)(ii)(A) (Recapture, Net Proceeds).

Assistance will be in the form of a mixed loan – up to half of the assistance amount capped at \$40,000 in the form of a deferred, 0% interest, forgivable loan amortized using a monthly rate based on the number of months in a fifteen (15) year lien period. This portion of the loan will be forgiven at this rate over the fifteen (15) year lien period. The remainder will be in the form of a 3% interest loan with monthly payments for a specified term.

Affordability shall be determined by ensuring the total PITI (principal, interest, taxes, and insurance) payment (front ratio) of the 0% repayable loan is not more than 30% of the monthly income of the eligible applicant. With Director approval, the upper percentage may be slightly exceeded under extenuating circumstances that demonstrate the buyer's ability to handle higher payments. The maximum total debt-to-income ratio (back ratio) is 45% (depending on credit score, Director may require a lower percentage). The amount of the 0% interest deferred loan will be the remainder between the cost of reconstruction and the repayable loan.

Program loan instruments shall require that the property must be maintained to meet all applicable City codes, including code enforcement ordinances, community appearance and development standards.

Loan

- Amount:** \$110,000 maximum (construction and demolition costs);
- Interest:** 3% interest repayment portion and 0% interest forgivable portion capped at \$40,000
- Forgivable Loan Repayment:** Amortized using a monthly rate based on the number of months in a fifteen (15) year lien period. This portion of the loan will be forgiven at this rate over the fifteen (15) year lien period. Un-forgiven portion will be due in full when borrower no longer owner-occupies the structure.
- Repayable Loan Repayment:** Due monthly as agreed in the loan documents or 100% due upon sale (to the extent proceeds are available);
- Lien holder Position:** First;
- Owner Occupancy Required:** On the date the homeowner ceases occupying the property as a

primary residence (i.e., rental, gift, death, abandonment), the deferred and repayable loans will become due and payable to the City except for deployed military personnel.

Refinancing of the first mortgage for the purpose of the reduction of monthly payments, term or interest rate is acceptable, however, refinancing which results in any cash being received by the homeowner is not allowed.

The City shall have the prior right to purchase the ownership interest in the property from the initial HRP homeowner for the amount specified in a firm contract between the homeowner and a prospective buyer. The City shall have 10 business days after receiving notice of the firm contract to decide whether to exercise its right and 60 additional calendar days to complete closing of the property.

Military Deployment - In the event that the homeowner is deployed on active duty, the homeowner may, at their discretion, rent the home during the time of deployment to an income-eligible applicant if the homeowner's monthly mortgage payment will exceed 30% of gross monthly income after deployment. The maximum rent will be determined by published maximum HUD rents for the area. The Community Development Office will verify income eligibility of the rental applicant and will file a copy of the deployment orders in the homeowner's client file. If the home is rented to an income-eligible applicant, or is occupied by the homeowner's dependents, the rehabilitation loan will continue to be deferred.

I. FORMS OF ASSISTANCE AND ALLOWABLE EXPENSES

1. The primary form of general housing reconstruction assistance will be federal CDBG and/or HOME funds to pay for eligible program costs. The allowable budget authority for reconstruction assistance shall not exceed One Hundred Ten Thousand and No/100 Dollars (\$110,000.00) per applicant for eligible project costs (excluding program staff costs). Since each reconstruction project is unique in preparation, size and duration, additional costs may be required to carry a project from commencement to completion. These additional costs will be financed by owner proceeds or by an additional loan from a private lender. Under no circumstances will the owner be able to finance more debt than is allowed under Program debt to income ratios.
2. The City of College Station shall hold first lien position on the loan for the duration of the lien period. However, in extreme and isolated situations where first lien position is not feasible, the City may accept a lower lien position subject to the review and approval of the Director. The lien shall be released upon repayment. The full amount of assistance may be repaid at any time; however, the assistance must be repaid in full when the homeowner no longer occupies the residence.

3. Program intent is to maintain owner-occupancy in the reconstructed dwellings. In the event of a sale, transfer of ownership or the property ceases to be owner occupied during the lien period, the following conditions must apply to avoid default:
 - a. The owner must sell or offer the assumption of the loan to a low/moderate income household for their homestead and approved by the Director; and
 - b. The owner shall give the city a first right of refusal to purchase the ownership interest in the property from the homeowner for the amount specified in a firm contract between the homeowner and a prospective buyer. The city shall have 10 business days after receiving notice of the firm contract to decide whether to exercise its right and 60 calendar days to complete closing of the property.
4. If within the lien period the homeowner defaults on the loan, the loan will be called due in full and foreclosure proceedings may be initiated. The City will make every effort to work with the homeowner to avoid foreclosure and will examine each situation on a case by case basis.
5. Allowable expenses will include:
 - a. Replacement housing to be used for one of the following re-housing options:
 - i. An adequate, decent, safe, and sanitary REPLACEMENT DWELLING constructed on the ORIGINAL SITE (LOT) of the dwelling vacated by the homeowner,
 - ii. An adequate, decent, safe, and sanitary REPLACEMENT DWELLING constructed on an ALTERNATE SITE in the City of College Station provided by the homeowner,
 - iii. An adequate, decent, safe, and sanitary REPLACEMENT DWELLING constructed on a SITE ACQUIRED where subject property is not appropriate for redevelopment and with the agreement that the homeowner will trade lots with the City, if available, or
 - iv. An adequate, decent, safe, and sanitary REPLACEMENT DWELLING FOR SALE in the City of College Station that meets the City's Structural Standards Code (all Down-Payment Assistance Program standards will apply to the home inspection).
 - b. Cost of lot clearance, demolition, and clearance of the dilapidated structure, and preparation of job site for new replacement dwelling.
 - c. Cost of utility and appliance transfers and hookups as necessary.
 - d. Closing and settlement costs related to purchase of replacement dwelling.
 - e. Other expenses determined by the City to be necessary to facilitate the relocation of the homeowner.
6. Community Development staff will also provide assistance and counseling to applicants as needed, including the following:

- a. Information on the program and re-housing options available.
- b. Assistance in acquisition or soliciting bids for construction of replacement housing.
- c. Assistance in contractual compliance between homeowner and contractor.
- d. Assistance in inspection of construction of replacement dwelling, if applicable.
- e. Assistance to applicant in evaluation of future housing cost burdens.

J. **RECONSTRUCTION AGREEMENT**

Each applicant assisted through this Program will sign a Reconstruction or Re-Housing Agreement with the City which defines the overall terms and conditions of the City providing the HRP assistance. Other construction documents will be required to be executed by the applicant during the reconstruction assistance process, but the Reconstruction Agreement will be solely between the City and the applicant, and will be the primary instrument submitted for City Manager approval, before the project may commence.

K. **FINAL INSPECTION - CERTIFICATE OF OCCUPANCY**

The City of College Station will be responsible for final inspection of all housing units made available through the program to determine that the unit meets all City of College Station and HUD requirements. Final payment will not be made until the City of College Station has issued a Certificate of Occupancy for the reconstructed unit and all items identified in a punch list have been corrected. The owner will also be required to sign-off on the final progress payment document to the contractor. The Certificate of Occupancy will serve as evidence to HUD of the City's determination that the reconstructed structure is no longer substandard, but has become code compliant and a decent, safe, and sanitary dwelling.

April 12, 2012
Regular Agenda Item No. 1
Century Hill Development – Public Utility Easement Abandonment

To: David Neeley, City Manager

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

Agenda Caption: Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning:

1. A 0.58 acre portion of a variable width public utility easement, which is located on portions of Lots 2, 3 and 4 of the Century Hill Development Subdivision according to the plat recorded in Volume 7623, Page 231 of the Deed Records of Brazos County, Texas.
2. A 0.19 acre, 20-foot wide public utility easement, which is located on portions of Lots 1 and 2 of the Century Hill Development Subdivision according to the plat recorded in Volume 7623, Page 231 of the Deed Records of Brazos County, Texas.
3. A 0.08 acre portion of a 20-foot wide public utility easement, which is located on a portion of Lot 7 of the Century Hill Development Subdivision according to the plat recorded in Volume 7623, Page 231 of the Deed Records of Brazos County, Texas and described in Volume 612, Page 589 of the Deed Records of Brazos County, Texas.
4. A 1,652 square foot portion of a 10-foot wide public waterline easement, which is located on a portion of Lot 7 of the Century Hill Development Subdivision according to the plat recorded in Volume 7623, Page 231 of the Deed Records of Brazos County, Texas and described in Volume 351, Page 182 of the Deed Records of Brazos County, Texas.

Relationship to Strategic Initiatives: N/A

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

Summary: This easement abandonment accommodates future development of these subject tracts. An 8-inch sanitary sewer main exists in the 0.58 acre portion of a variable width public utility easement as described above and is in the process of being removed and re-located. The City has received a cash surety to assure the completion of the sanitary sewer removal and re-location, as well as a temporary blanket easement to cover the sanitary sewer removal and re-location. There are no public or private utilities in the other subject easement to be abandoned.

Budget & Financial Summary: N/A

Attachments:

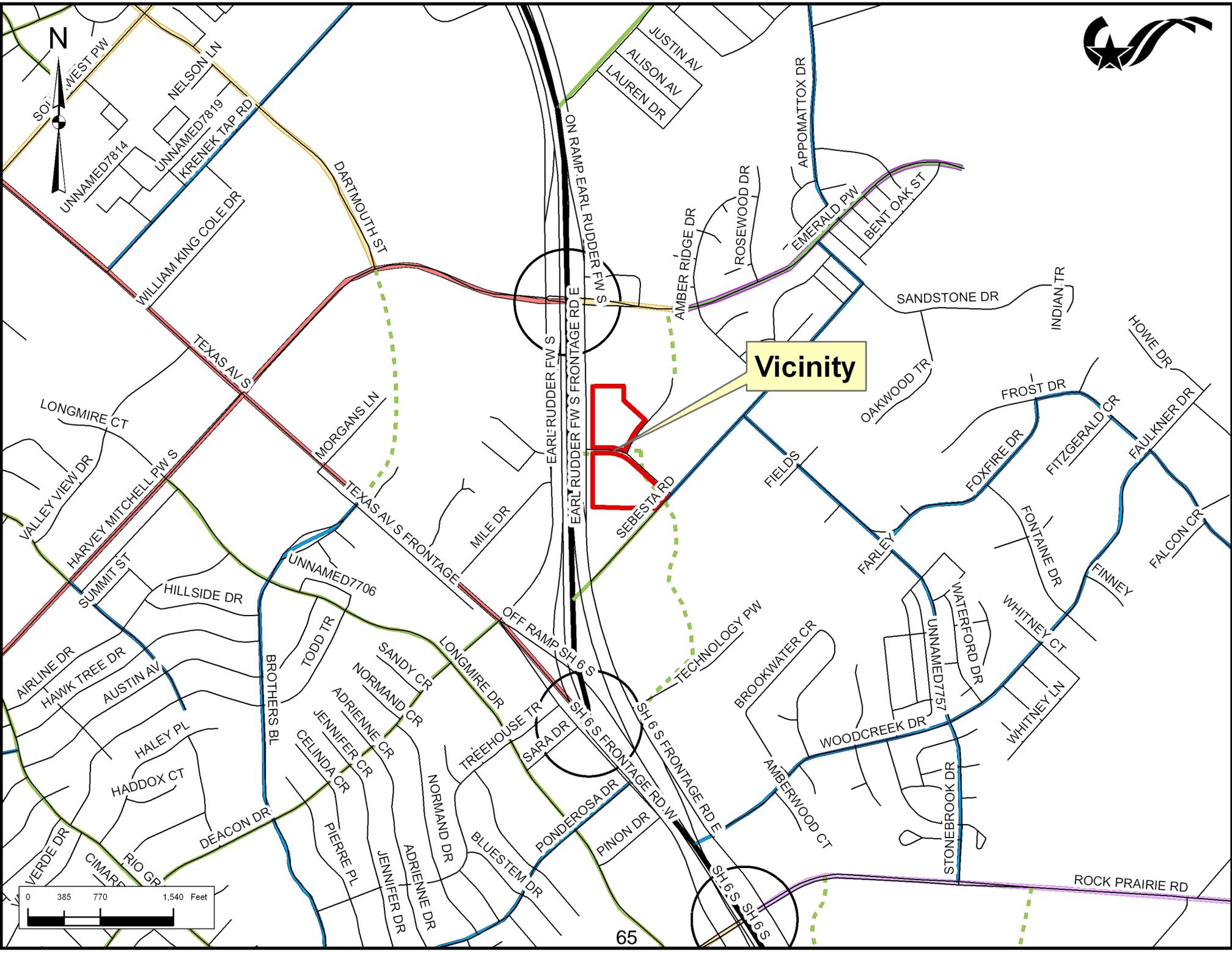
1. Attachment 1 - Vicinity Map
2. Attachment 2 - Location Map
3. Attachment 3 - Ordinance
4. Attachment 4 - Ordinance Exhibit "A"
5. Attachment 5 - Application for Abandonment (On file with the City Secretary)

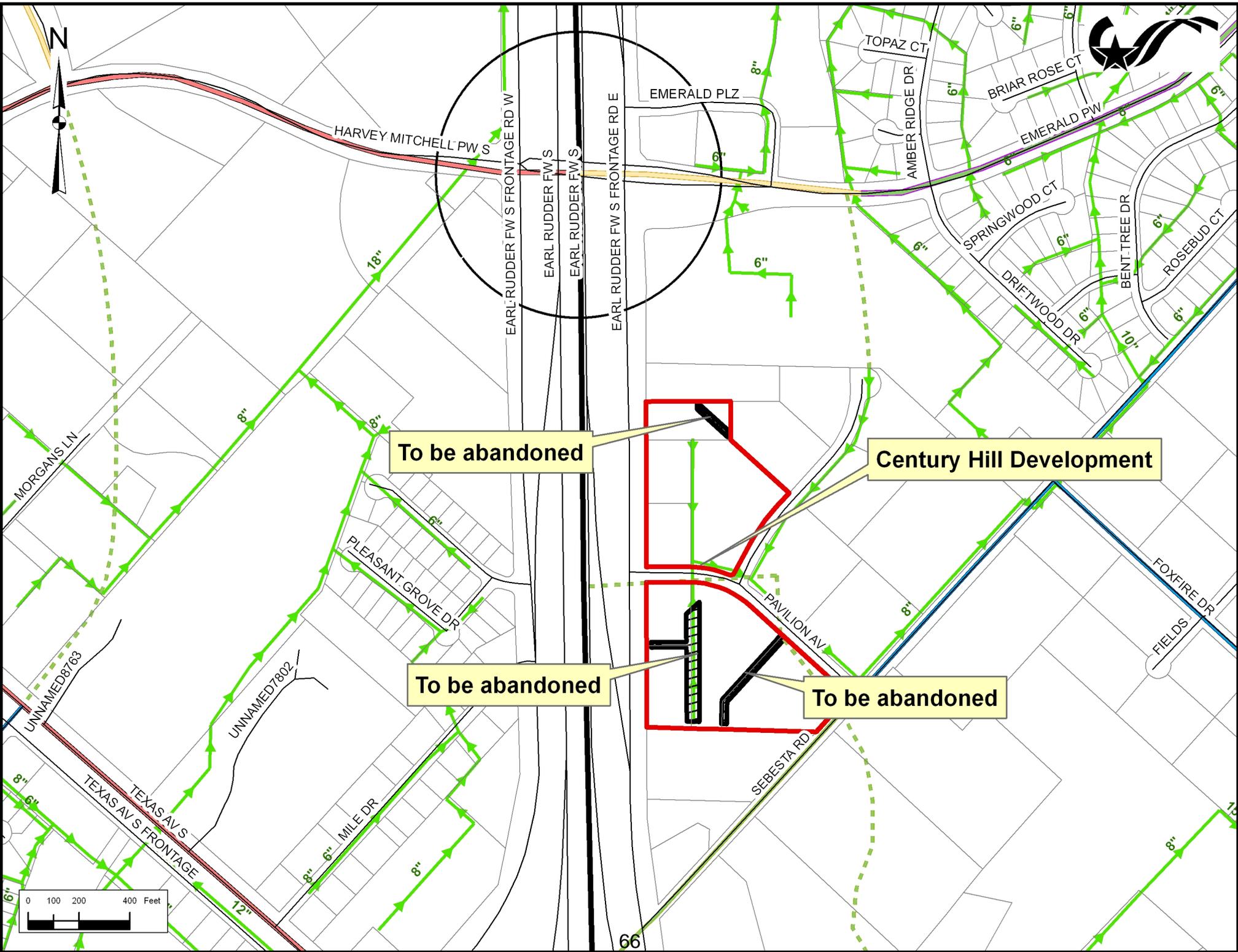


Vicinity



65





To be abandoned

Century Hill Development

To be abandoned

To be abandoned



ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.58 ACRE PORTION OF A VARIABLE WIDTH PUBLIC UTILITY EASEMENT, WHICH IS LOCATED ON PORTIONS OF LOTS 2, 3 AND 4 OF THE CENTURY HILL DEVELOPMENT SUBDIVISION ACCORDING TO THE PLAT RECORDED IN VOLUME 7623, PAGE 231 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, AND A 0.19 ACRE, 20-FOOT WIDE PUBLIC UTILITY EASEMENT, WHICH IS LOCATED ON PORTIONS OF LOTS 1 AND 2 OF THE CENTURY HILL DEVELOPMENT SUBDIVISION ACCORDING TO THE PLAT RECORDED IN VOLUME 7623, PAGE 231 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, AND A 0.08 ACRE PORTION OF A 20-FOOT WIDE PUBLIC UTILITY EASEMENT, WHICH IS LOCATED ON A PORTION OF LOT 7 OF THE CENTURY HILL DEVELOPMENT SUBDIVISION ACCORDING TO THE PLAT RECORDED IN VOLUME 7623, PAGE 231 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS AND DESCRIBED IN VOLUME 612, PAGE 589 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, AND A 1,652 SQUARE FOOT PORTION OF A 10-FOOT WIDE PUBLIC WATERLINE EASEMENT, WHICH IS LOCATED ON A PORTION OF LOT 7 OF THE CENTURY HILL DEVELOPMENT SUBDIVISION ACCORDING TO THE PLAT RECORDED IN VOLUME 7623, PAGE 231 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS AND DESCRIBED IN VOLUME 351, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 0.58 acre portion of a variable width public utility easement, which is located on portions of Lots 2, 3 and 4 of the Century Hill Development Subdivision according to the plat recorded in Volume 7623, Page 231 of the Deed Records of Brazos County, Texas, and a 0.19 acre, 20-foot wide public utility easement, which is located on portions of Lots 1 and 2 of the Century Hill Development Subdivision according to the plat recorded in Volume 7623, Page 231 of the Deed Records of Brazos County, Texas, and a 0.08 acre portion of a 20-foot wide public utility easement, which is located on a portion of Lot 7 of the Century Hill Development Subdivision according to the plat recorded in Volume 7623, Page 231 of the Deed Records of Brazos County, Texas and described in Volume 612, Page 589 of the Deed Records of Brazos County, Texas, and a 1,652 square foot portion of a 10-foot wide public waterline easement, which is located on a portion of Lot 7 of the Century Hill Development Subdivision according to the plat recorded in Volume 7623, Page 231 of the Deed Records of Brazos County, Texas and described in Volume 351, Page 182 of the Deed Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (such portion hereinafter referred to as the "Easements"); and

WHEREAS, the 0.58 acre portion of a variable width public utility easement described above contains an 8-inch sanitary sewer main that will be removed and relocated and the City has received a cash surety to assume the removal and relocation of said sanitary sewer main and a temporary blanket easement to allow City access to same; and

WHEREAS, in order for the Easements 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 Easements described in Exhibit "A" attached hereto and made a part of this ordinance for all purposes.

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

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

PART 3: That the 0.58 acre portion of a variable width public utility easement, which is located on portions of Lots 2, 3 and 4 of the Century Hill Development Subdivision according to the plat recorded in Volume 7623, Page 231 of the Deed Records of Brazos County, Texas, as described in Exhibit "A" attached hereto, be abandoned only upon completion of the following condition:

1. That the Applicant shall, upon completion of the removal and relocation of the 8-inch sanitary sewer main, convey by separate instrument or plat to the City a variable width public utility easement at the location of said sanitary sewer main, in a form acceptable to the City.

ORDINANCE NO. _____

Page 3

PASSED, ADOPTED and APPROVED this _____ day of _____, 2012.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:



City Attorney

**METES AND BOUNDS DESCRIPTION
OF A
0.58 ACRE TRACT
CENTURY HILL DEVELOPMENT
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF LOTS 2, 3 AND 4, CENTURY HILL DEVELOPMENT, ACCORDING TO THE PLAT RECORDED IN VOLUME 7623, PAGE 231 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF AN EXISTING 50.00 FOOT WIDE ACCESS AND SHARED PARKING, DRAINAGE AND PUBLIC UTILITY EASEMENT ON SAID LOTS AND A 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT CENTERED ON SAID LOTS 3 AND 4.

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

COMMENCING AT A ½ INCH IRON ROD FOUND ON THE EAST LINE OF EARL RUDDER FREEWAY SOUTH (STATE HIGHWAY NO. 6) MARKING THE SOUTHWEST CORNER OF SAID LOT 3 AND THE NORTHEAST CORNER OF C.S.L. OF TEXAS, INC. ADDITION ACCORDING TO THE PLAT RECORDED IN VOLUME 2948, PAGE 87 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS FOR REFERENCE A ½ INCH IRON ROD FOUND ON THE NORTH LINE OF C.S.L. OF TEXAS, INC. ADDITION MARKING THE COMMON CORNER OF SAID LOT 3 AND SAID LOT 2 BEARS: S 88° 24' 50" E FOR A DISTANCE OF 175.08 FEET;

THENCE: N 00° 07' 58" W ALONG THE EAST LINE OF EARL RUDDER FREEWAY SOUTH, SAME BEING THE WEST LINE OF SAID LOT 3, FOR A DISTANCE OF 20.01 FEET TO THE NORTH LINE OF A SECOND EXISTING 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT;

THENCE: S 88° 24' 50" E THROUGH SAID LOT 3 AND ALONG THE NORTH LINE OF SAID EASEMENT FOR A DISTANCE OF 150.07 FEET TO THE EAST LINE OF SAID 50.00 FOOT WIDE EASEMENT AND THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 00° 07' 58" W CONTINUING THROUGH SAID LOT 3 AND LONG THE WEST LINE OF SAID 50.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 295.43 FEET TO THE SOUTH LINE OF THE AFOREMENTIONED FIRST 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT

THENCE: S 89° 52' 02" W CONTINUING THROUGH SAID LOT 3 AND LONG THE SOUTH LINE OF SAID 20.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 140.00 FEET TO THE EAST LINE OF AN EXISTING 10.00 FOOT WIDE PUBLIC UTILITY EASEMENT;

THENCE: N 00° 07' 58" W CONTINUING THROUGH SAID LOT 3 AND THROUGH SAID LOT 4 AND ALONG THE EAST LINE OF SAID 10.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 20.00 FEET TO THE NORTH LINE OF FIRST SAID 20.00 FOOT WIDE EASEMENT;

THENCE: N 89° 52' 02" E THROUGH SAID LOT 4 AND ALONG THE NORTH LINE OF SAID 20.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 140.00 FEET TO THE WEST LINE OF SAID 50.00 FOOT WIDE EASEMENT;

THENCE: N 00° 07' 58" W CONTINUING THROUGH SAID LOT 4 AND ALONG THE WEST LINE OF SAID 50.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 105.12 FEET;

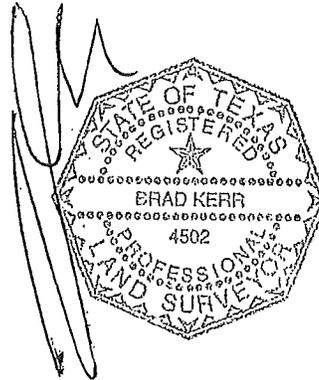
THENCE: N 45° 25' 05" E CONTINUING THROUGH SAID LOT 4 AND THROUGH SAID LOT 2 AND THROUGH SAID 50.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 70.04 FEET TO THE EAST LINE OF SAID 50.00 FOOT WIDE EASEMENT;

THENCE: S 00° 07' 58" E THROUGH SAID LOT 2 AND LONG THE EAST LINE OF SAID 50.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 471.10 FEET TO THE NORTH LINE OF SAID SECOND 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT;

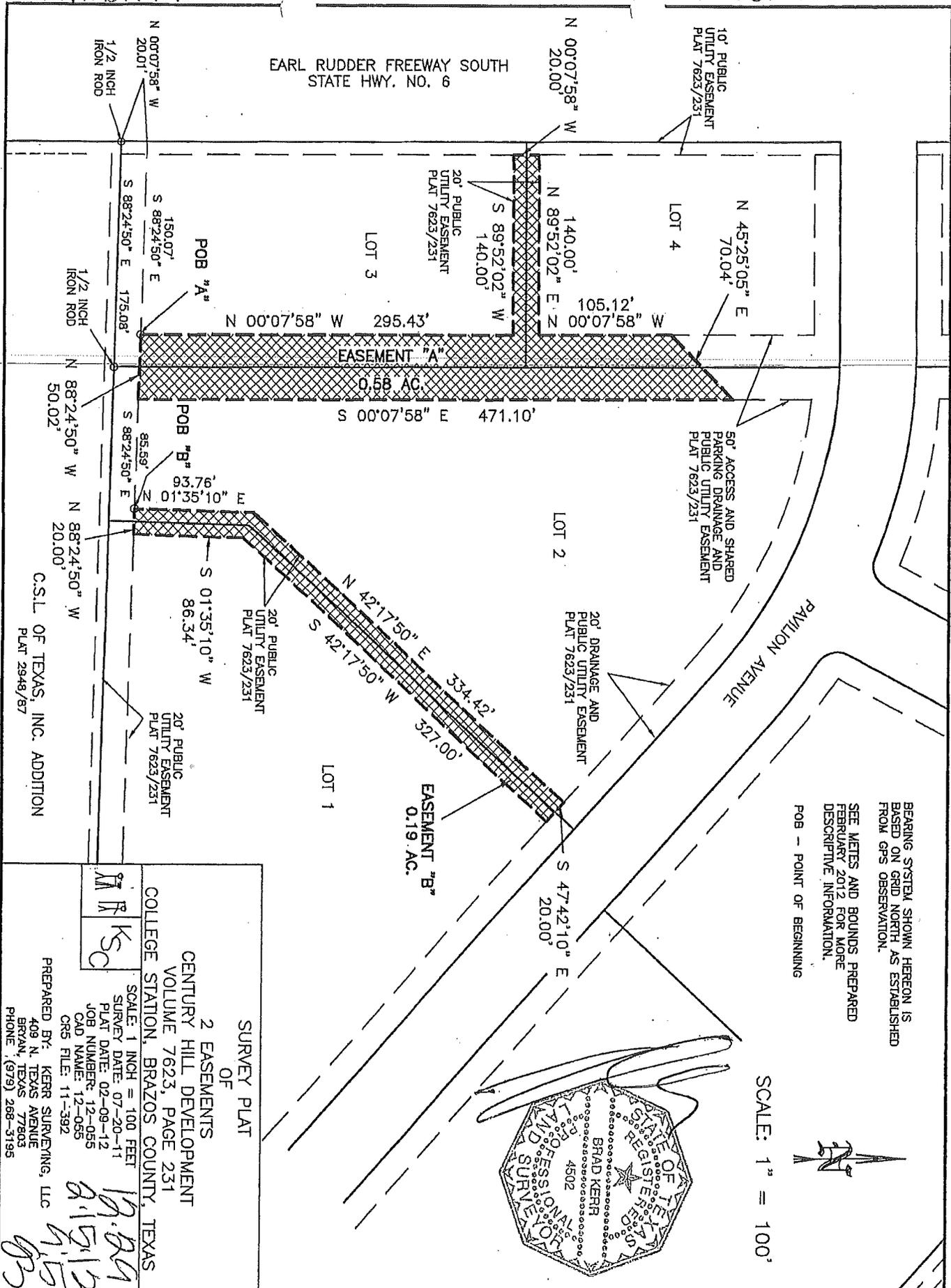
THENCE: N 88° 24' 50" W CONTINUING THROUGH SAID LOT 2 AND THROUGH LOT 3 AND LONG THE NORTH LINE OF SAID 20.00 FOOT WIDE EASEMENT, 20.00 FEET FROM AND PARALLEL TO THE SOUTH LINES OF SAID LOTS 2 AND 3, FOR A DISTANCE OF 50.02 FEET TO THE POINT OF BEGINNING CONTAINING 0.58 OF AN ACRE OF LAND, MORE OF LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION. SEE PLAT PREPARED FEBRUARY 2012 FOR MORE DESCRIPTIVE INFORMATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

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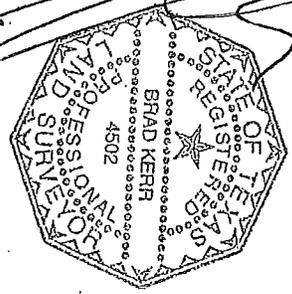


EARL RUDDER FREEWAY SOUTH
STATE HWY. NO. 6



BEARING SYSTEM SHOWN HEREON IS
BASED ON GRID NORTH AS ESTABLISHED
FROM GPS OBSERVATION.
SEE METES AND BOUNDS PREPARED
FEBRUARY 2012 FOR MORE
DESCRIPTIVE INFORMATION.
POB - POINT OF BEGINNING

SCALE: 1" = 100'



SURVEY PLAT
OF
2 EASEMENTS
CENTURY HILL DEVELOPMENT
VOLUME 7623, PAGE 231
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1 INCH = 100 FEET
SURVEY DATE: 07-20-11
PLAT DATE: 02-09-12
JOB NUMBER: 12-055
CAD NAME: 12-055
CRS FILE: 11-392

PREPARED BY: KERR SURVEYING, LLC
409 N. TEXAS AVENUE
BRYAN, TEXAS 77803
PHONE: (979) 288-3195

19.89
2.15
4.15
1.15

**METES AND BOUNDS DESCRIPTION
OF A
0.19 ACRE TRACT
CENTURY HILL DEVELOPMENT
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF LOTS 1 AND 2, CENTURY HILL DEVELOPMENT, ACCORDING TO THE PLAT RECORDED IN VOLUME 7623, PAGE 231 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT BEING AN EXISTING 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT CENTERED ON SAID LOTS 1 AND 2.

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

COMMENCING AT A ½ INCH IRON ROD FOUND ON THE EAST LINE OF EARL RUDDER FREEWAY SOUTH (STATE HIGHWAY NO. 6) MARKING THE SOUTHWEST CORNER OF LOT 3, CENTURY HILL DEVELOPMENT, AND THE NORTHEAST CORNER OF C.S.L. OF TEXAS, INC. ADDITION ACCORDING TO THE PLAT RECORDED IN VOLUME 2948, PAGE 87 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS FOR REFERENCE A ½ INCH IRON ROD FOUND ON THE NORTH LINE OF C.S.L. OF TEXAS, INC. ADDITION MARKING THE COMMON CORNER OF SAID LOT 3 AND SAID LOT 2 BEARS: S 88° 24' 50" E FOR A DISTANCE OF 175.08 FEET;

THENCE: N 00° 07' 58" W ALONG THE EAST LINE OF EARL RUDDER FREEWAY SOUTH, SAME BEING THE WEST LINE OF SAID LOT 3, FOR A DISTANCE OF 20.01 FEET TO THE NORTH LINE OF A SECOND EXISTING 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT;

THENCE: S 88° 24' 50" E THROUGH SAID LOT 3 AND LOT 2 AND ALONG THE NORTH LINE OF SAID EASEMENT FOR A DISTANCE OF 285.68 FEET TO THE EAST LINE OF SAID FIRST 20.00 FOOT WIDE EASEMENT AND THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 01° 35' 10" E CONTINUING THROUGH SAID LOT 2 AND ALONG THE WEST LINE OF SAID 20.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 93.76 FEET TO AN ANGLE POINT;

THENCE: N 42° 17' 50" E CONTINUING THROUGH SAID LOT 2 AND ALONG THE NORTHWEST LINE OF SAID 20.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 334.42 FEET TO THE SOUTHWEST LINE OF AN EXISTING 20.00 FOOT WIDE DRAINAGE AND PUBLIC UTILITY EASEMENT;

THENCE: S 47° 42' 10" E CONTINUING THROUGH SAID LOT 2 AND THROUGH SAID LOT 1 AND ALONG THE SOUTHWEST LINE OF SAID 20.00 FOOT WIDE DRAINAGE EASEMENT, 20.00 FEET FROM AND PARALLEL TO THE SOUTHWEST LINE OF PAVILION AVENUE, FOR A DISTANCE OF 20.00 FEET TO THE SOUTHEAST LINE OF FIRST SAID 20.00 FOOT WIDE EASEMENT;

THENCE: S 42° 17' 50" W THROUGH SAID LOT 1 AND ALONG THE SOUTHEAST LINE OF SAID 20.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 327.00 FEET TO AN ANGLE POINT;

THENCE: S 01° 35' 10" W CONTINUING THROUGH SAID LOT 1 AND ALONG THE EAST LINE OF SAID 20.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 86.34 FEET TO THE NORTH LINE OF SAID SECOND 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT;

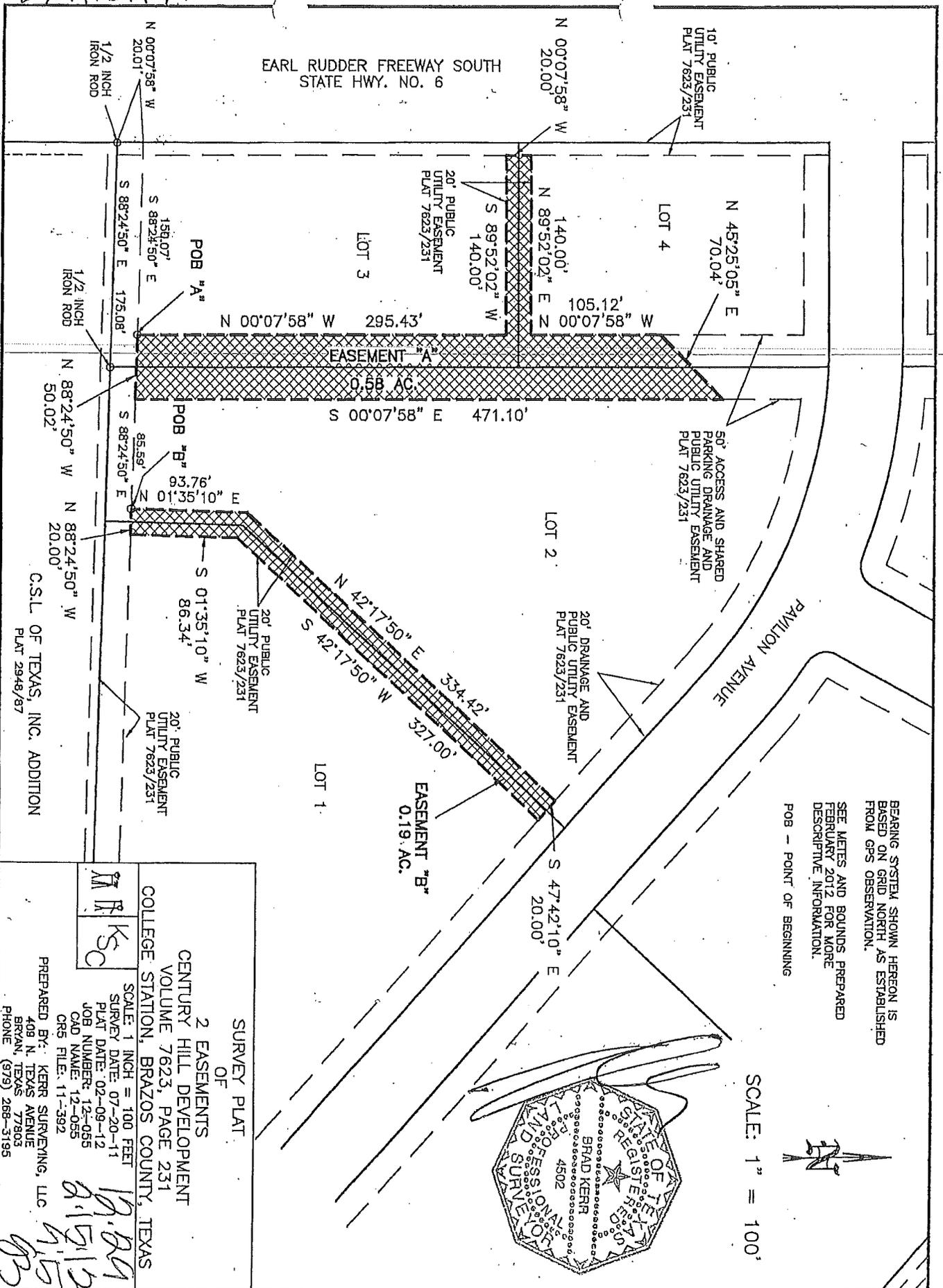
THENCE: N 88° 24' 50" W CONTINUING THROUGH SAID LOT 1 AND THROUGH LOT 2 AND ALONG THE

NORTH LINE OF SAID 20.00 FOOT WIDE EASEMENT, 20.00 FEET FROM AND PARALLEL TO THE SOUTH LINES OF SAID LOTS 1 AND 2, FOR A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING** CONTAINING 0.19 OF AN ACRE OF LAND, MORE OF LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION. SEE PLAT PREPARED FEBRUARY 2012 FOR MORE DESCRIPTIVE INFORMATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

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C.S.L. OF TEXAS, INC. ADDITION
PLAT 2948/87

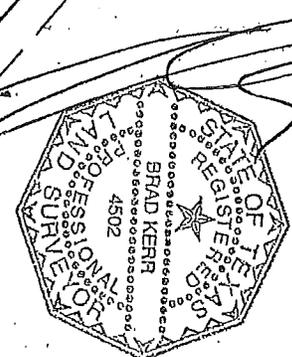
SURVEY PLAT
OF
2 EASEMENTS
CENTURY HILL DEVELOPMENT
VOLUME 7623, PAGE 231
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1 INCH = 100 FEET
SURVEY DATE: 07-20-11
PLAT DATE: 02-09-12
JOB NUMBER: 13-055
CAD NAME: 12-055
CRS FILE: 11-392

PREPARED BY: KERR SURVEYING, LLC
408 N. TEXAS AVENUE
BRYAN, TEXAS 77803
PHONE (979) 268-3195

BRAD KERR
REGISTERED SURVEYOR
4502

8.15.12
11.15.11



**METES AND BOUNDS DESCRIPTION
OF A
0.08 ACRE TRACT
CENTURY HILL DEVELOPMENT
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF LOT 7, CENTURY HILL DEVELOPMENT, ACCORDING TO THE PLAT RECORDED IN VOLUME 7623, PAGE 231 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF AN EXISTING 20.00 FOOT WIDE UTILITY EASEMENT AS DESCRIBED IN VOLUME 612, PAGE 589 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT A 1/2 INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF SAID LOT 7 AND A COMMON CORNER OF LOT 8 AND 9, CENTURY HILL DEVELOPMENT, SAID IRON ROD FOUND BEING ON THE SOUTHWEST LINE OF SAID UTILITY EASEMENT;

THENCE: N 47° 47' 18" W THROUGH SAID LOT 7 AND ALONG THE SOUTHWEST LINE OF SAID UTILITY EASEMENT FOR A DISTANCE OF 14.85 FEET TO THE NORTH LINE OF AN EXISTING 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT CENTERED ON THE COMMON LINES OF SAID LOTS 7, 8 AND 9, MARKING THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 47° 47' 18" W THROUGH SAID LOT 7 AND ALONG THE SOUTHWEST LINE OF SAID UTILITY EASEMENT FOR A DISTANCE OF 163.91 FEET TO THE EAST LINE OF AN EXISTING 20.00 FOOT PUBLIC UTILITY, DRAINAGE AND DETENTION POND ACCESS EASEMENT (SEE PLAT 7623/231);

THENCE: N 00° 07' 58" W CONTINUING THROUGH SAID LOT 7 AND ALONG THE EAST LINE OF SAID EXISTING 20.00 FOOT WIDE DRAINAGE EASEMENT FOR A DISTANCE OF 27.06 FEET TO THE NORTHEAST LINE OF SAID 20.00 FOOT WIDE UTILITY EASEMENT;

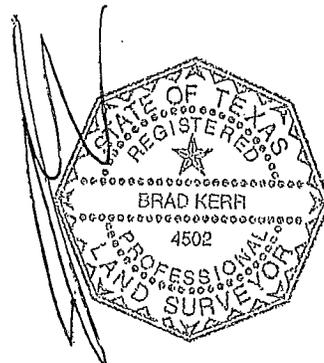
THENCE: S 47° 47' 18" E CONTINUING THROUGH SAID LOT 7 AND ALONG THE NORTHEAST LINE OF SAID UTILITY EASEMENT FOR A DISTANCE OF 165.23 FEET TO THE WEST LINE OF THE AFOREMENTIONED 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT (CENTERED PER PLAT 7623/231);

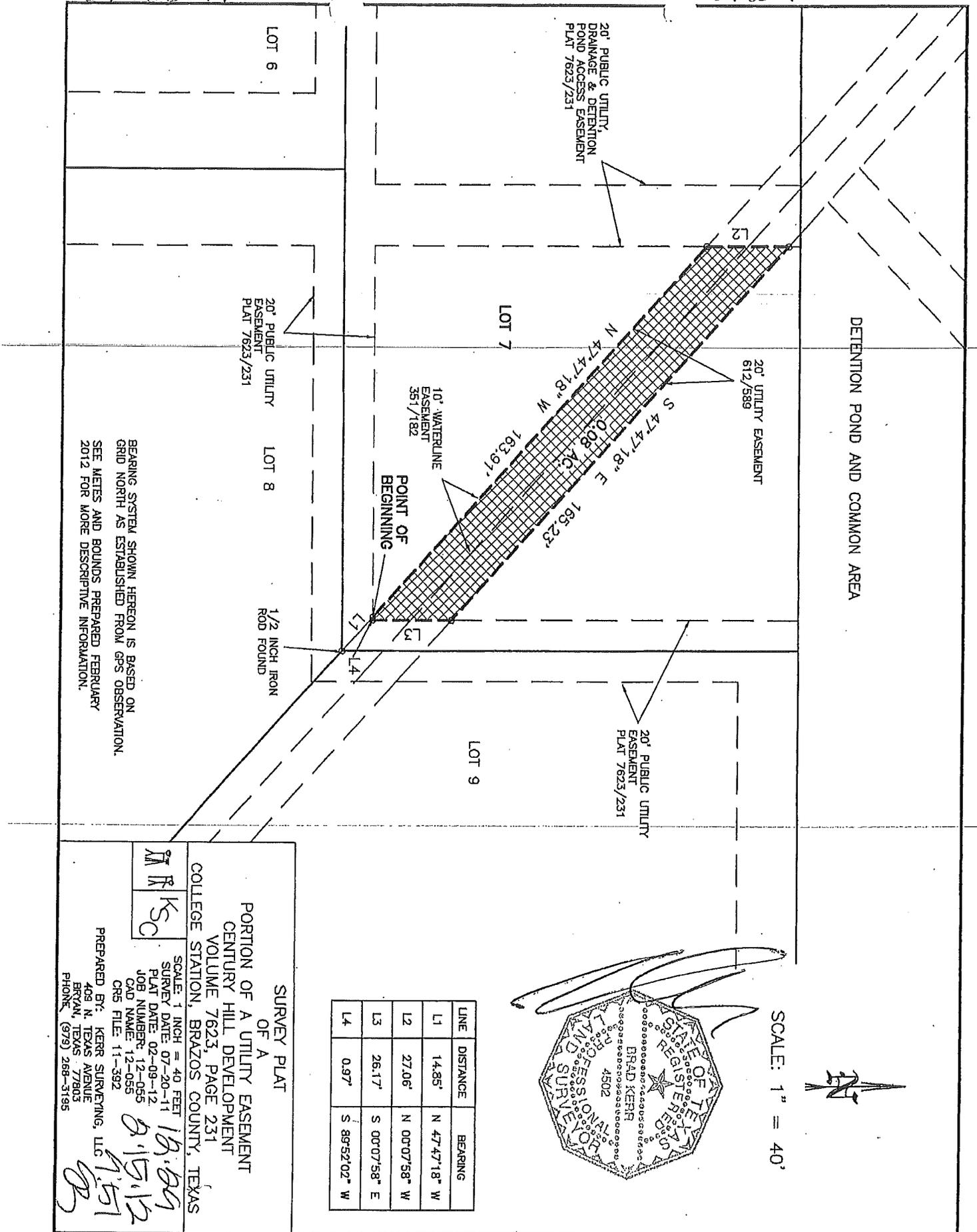
THENCE: S 00° 07' 58" E CONTINUING THROUGH SAID LOT 7 AND ALONG THE WEST LINE OF SAID 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT, 10.00 FEET FROM AND PARALLEL TO THE COMMON LINE OF SAID LOT 7 AND LOT 9, FOR A DISTANCE OF 26.17 FEET TO AN ANGLE POINT;

THENCE: S 89° 52' 02" W CONTINUING THROUGH SAID LOT 7 AND ALONG THE NORTH LINE OF SAID 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT, 10.00 FEET FROM AND PARALLEL TO THE COMMON LINE OF SAID LOTS 7 AND 8, FOR A DISTANCE OF 0.97 FEET TO THE POINT OF BEGINNING CONTAINING 0.08 OF AN ACRE OF LAND, MORE OR LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION. SEE PLAT PREPARED FEBRUARY 2012 FOR MORE DESCRIPTIVE INFORMATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/12-055C.MAB





BEARING SYSTEM SHOWN HEREON IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION. SEE METES AND BOUNDS PREPARED FEBRUARY 2012 FOR MORE DESCRIPTIVE INFORMATION.

DETENTION POND AND COMMON AREA

20' UTILITY EASEMENT
612/589

20' PUBLIC UTILITY,
DRAINAGE & DETENTION
POND ACCESS EASEMENT
PLAT 7623/231

10' WATERLINE
EASEMENT
351/182

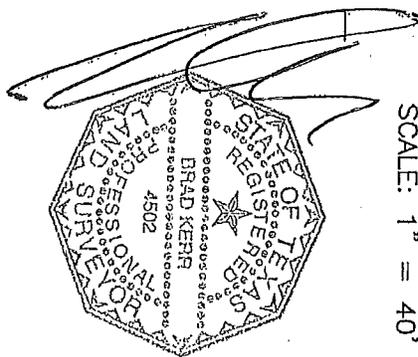
POINT OF
BEGINNING

20' PUBLIC UTILITY
EASEMENT
PLAT 7623/231

1/2 INCH IRON
ROD FOUND

20' PUBLIC UTILITY
EASEMENT
PLAT 7623/231

SCALE: 1" = 40'



LINE	DISTANCE	BEARING
L1	14.85'	N 47°47'18" W
L2	27.06'	N 00°07'58" W
L3	26.17'	S 00°07'58" E
L4	0.97'	S 89°52'02" W

SURVEY PLAT
OF A
PORTION OF A UTILITY EASEMENT
CENTURY HILL DEVELOPMENT
VOLUME 7623, PAGE 231
COLLEGE STATION, BRAZOS COUNTY, TEXAS

M R K S C

SCALE: 1 INCH = 40 FEET
SURVEY DATE: 07-20-11
PLAT DATE: 02-09-12
JOB NUMBER: 12-055
CAD NAME: 12-055
CRS FILE: 11-392

PREPARED BY: KERR SURVEYING, LLC
408 N. TEXAS AVENUE
IRVING, TEXAS 77003
PHONE: (972) 288-3195

18.84
8.15.12
7.15.11

**METES AND BOUNDS DESCRIPTION
OF A
1652 SQUARE FOOT TRACT
CENTURY HILL DEVELOPMENT
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF LOT 7, CENTURY HILL DEVELOPMENT, ACCORDING TO THE PLAT RECORDED IN VOLUME 7623, PAGE 231 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF AN EXISTING 10.00 FOOT WIDE WATERLINE EASEMENT AS DESCRIBED IN VOLUME 351, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT A 1/2 INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF SAID LOT 7 AND A COMMON CORNER OF LOT 8 AND 9, CENTURY HILL DEVELOPMENT, SAID IRON ROD FOUND BEING ON THE SOUTHWEST LINE OF SAID WATERLINE EASEMENT;

THENCE: N 47° 47' 18" W THROUGH SAID LOT 7 AND ALONG THE SOUTHWEST LINE OF SAID WATERLINE EASEMENT FOR A DISTANCE OF 14.85 FEET TO THE NORTH LINE OF AN EXISTING 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT CENTERED ON THE COMMON LINES OF SAID LOTS 7, 8 AND 9, MARKING THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 47° 47' 18" W THROUGH SAID LOT 7 AND ALONG THE SOUTHWEST LINE OF SAID WATERLINE EASEMENT FOR A DISTANCE OF 163.91 FEET TO THE EAST LINE OF AN EXISTING 20.00 FOOT PUBLIC UTILITY, DRAINAGE AND DETENTION POND ACCESS EASEMENT (SEE PLAT 7623/231);

THENCE: N 00° 07' 58" W CONTINUING THROUGH SAID LOT 7 AND ALONG THE EAST LINE OF SAID EXISTING 20.00 FOOT WIDE DRAINAGE EASEMENT FOR A DISTANCE OF 13.53 FEET TO THE NORTHEAST LINE OF SAID WATERLINE EASEMENT;

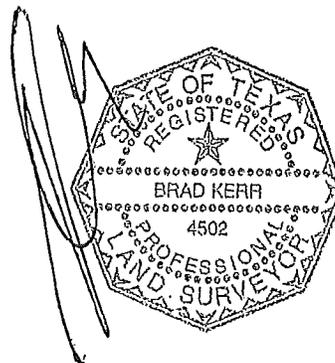
THENCE: S 47° 47' 18" E CONTINUING THROUGH SAID LOT 7 AND ALONG THE NORTHEAST LINE OF SAID WATERLINE EASEMENT FOR A DISTANCE OF 165.23 FEET TO THE WEST LINE OF THE AFOREMENTIONED 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT (CENTERED PER PLAT 7623/231);

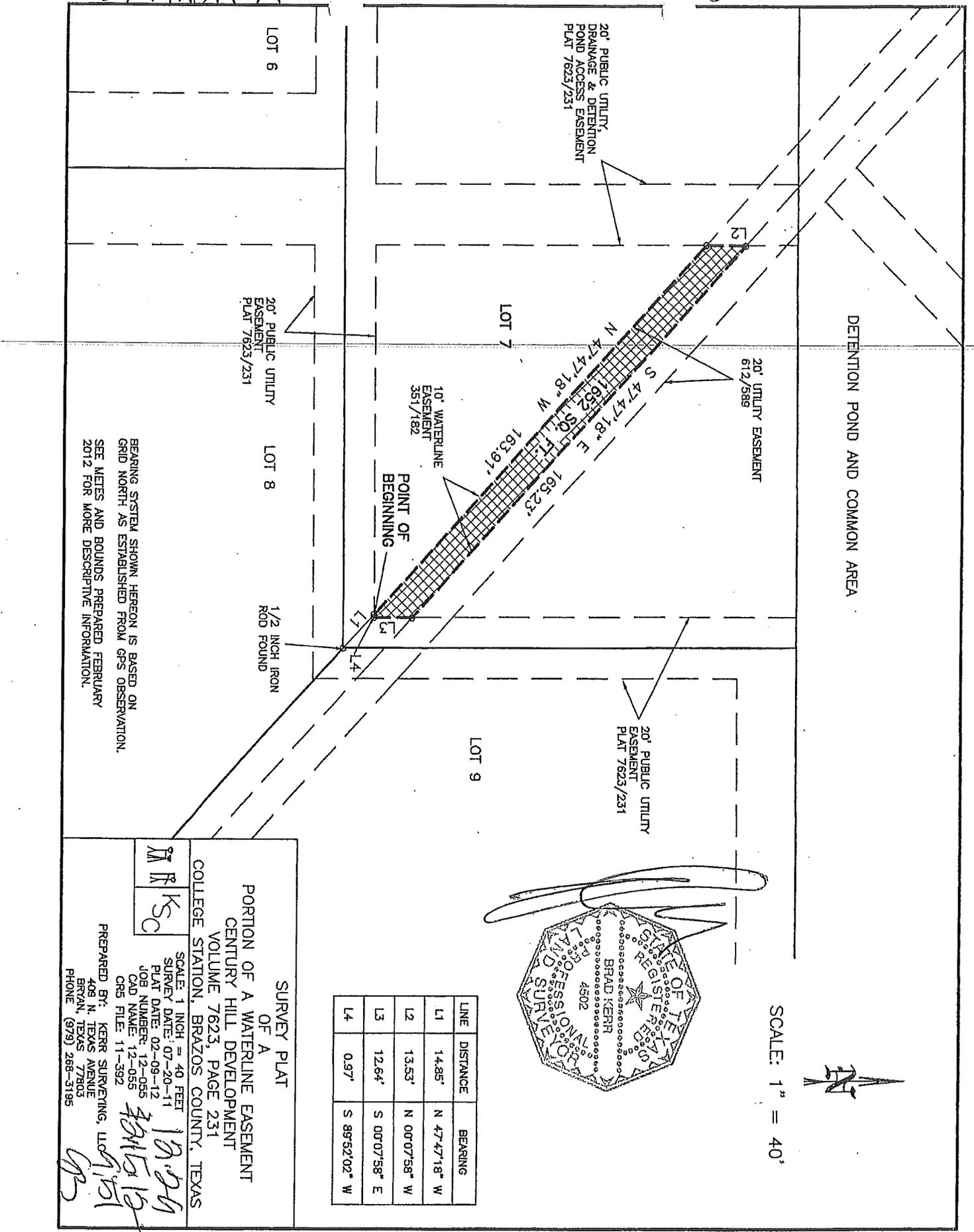
THENCE: S 00° 07' 58" E CONTINUING THROUGH SAID LOT 7 AND ALONG THE WEST LINE OF SAID 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT, 10.00 FEET FROM AND PARALLEL TO THE COMMON LINE OF SAID LOT 7 AND LOT 9, FOR A DISTANCE OF 12.64 FEET TO AN ANGLE POINT;

THENCE: S 89° 52' 02" W CONTINUING THROUGH SAID LOT 7 AND ALONG THE NORTH LINE OF SAID 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT, 10.00 FEET FROM AND PARALLEL TO THE COMMON LINE OF SAID LOTS 7 AND 8, FOR A DISTANCE OF 0.97 FEET TO THE POINT OF BEGINNING CONTAINING 1652 SQUARE FEET OF LAND, MORE OF LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION. SEE PLAT PREPARED FEBRUARY 2012 FOR MORE DESCRIPTIVE INFORMATION.

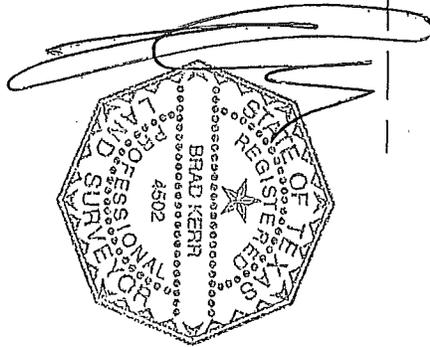
BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/12-055D.MAB





SCALE: 1" = 40'



LINE	DISTANCE	BEARING
L1	14.85'	N 47°47'18" W
L2	13.53'	N 00°07'58" W
L3	12.64'	S 00°07'58" E
L4	0.97'	S 89°52'02" W

SURVEY PLAT
OF A
PORTION OF A WATERLINE EASEMENT
CENTURY HILL DEVELOPMENT
VOLUME 7623, PAGE 231
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1 INCH = 40 FEET
 SURVEY DATE: 07-20-11
 PLAT DATE: 02-09-12
 JOB NUMBER: 12-055
 CAD NAME: 12-055
 CRS FILE: 11-392

PREPARED BY: KERR SURVEYING, LLC
 408 N. TEXAS AVENUE
 BRYAN, TEXAS 77805
 PHONE (979) 286-3195

BEARING SYSTEM SHOWN HEREON IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION. SEE METERS AND BOUNDS PREPARED FEBRUARY 2012 FOR MORE DESCRIPTIVE INFORMATION.

**METES AND BOUNDS DESCRIPTION
OF A
0.58 ACRE TRACT
CENTURY HILL DEVELOPMENT
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF LOTS 2, 3 AND 4, CENTURY HILL DEVELOPMENT, ACCORDING TO THE PLAT RECORDED IN VOLUME 7623, PAGE 231 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF AN EXISTING 50.00 FOOT WIDE ACCESS AND SHARED PARKING, DRAINAGE AND PUBLIC UTILITY EASEMENT ON SAID LOTS AND A 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT CENTERED ON SAID LOTS 3 AND 4.

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

COMMENCING AT A ½ INCH IRON ROD FOUND ON THE EAST LINE OF EARL RUDDER FREEWAY SOUTH (STATE HIGHWAY NO. 6) MARKING THE SOUTHWEST CORNER OF SAID LOT 3 AND THE NORTHEAST CORNER OF C.S.L. OF TEXAS, INC. ADDITION ACCORDING TO THE PLAT RECORDED IN VOLUME 2948, PAGE 87 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS FOR REFERENCE A ½ INCH IRON ROD FOUND ON THE NORTH LINE OF C.S.L. OF TEXAS, INC. ADDITION MARKING THE COMMON CORNER OF SAID LOT 3 AND SAID LOT 2 BEARS: S 88° 24' 50" E FOR A DISTANCE OF 175.08 FEET;

THENCE: N 00° 07' 58" W ALONG THE EAST LINE OF EARL RUDDER FREEWAY SOUTH, SAME BEING THE WEST LINE OF SAID LOT 3, FOR A DISTANCE OF 20.01 FEET TO THE NORTH LINE OF A SECOND EXISTING 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT;

THENCE: S 88° 24' 50" E THROUGH SAID LOT 3 AND ALONG THE NORTH LINE OF SAID EASEMENT FOR A DISTANCE OF 150.07 FEET TO THE EAST LINE OF SAID 50.00 FOOT WIDE EASEMENT AND THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 00° 07' 58" W CONTINUING THROUGH SAID LOT 3 AND LONG THE WEST LINE OF SAID 50.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 295.43 FEET TO THE SOUTH LINE OF THE AFOREMENTIONED FIRST 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT

THENCE: S 89° 52' 02" W CONTINUING THROUGH SAID LOT 3 AND LONG THE SOUTH LINE OF SAID 20.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 140.00 FEET TO THE EAST LINE OF AN EXISTING 10.00 FOOT WIDE PUBLIC UTILITY EASEMENT;

THENCE: N 00° 07' 58" W CONTINUING THROUGH SAID LOT 3 AND THROUGH SAID LOT 4 AND ALONG THE EAST LINE OF SAID 10.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 20.00 FEET TO THE NORTH LINE OF FIRST SAID 20.00 FOOT WIDE EASEMENT;

THENCE: N 89° 52' 02" E THROUGH SAID LOT 4 AND ALONG THE NORTH LINE OF SAID 20.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 140.00 FEET TO THE WEST LINE OF SAID 50.00 FOOT WIDE EASEMENT;

THENCE: N 00° 07' 58" W CONTINUING THROUGH SAID LOT 4 AND ALONG THE WEST LINE OF SAID 50.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 105.12 FEET;

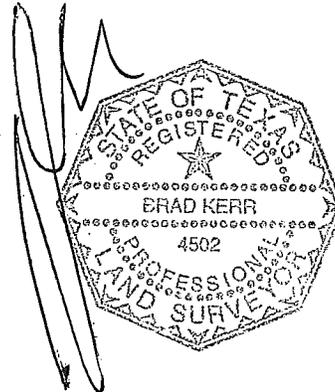
THENCE: N 45° 25' 05" E CONTINUING THROUGH SAID LOT 4 AND THROUGH SAID LOT 2 AND THROUGH SAID 50.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 70.04 FEET TO THE EAST LINE OF SAID 50.00 FOOT WIDE EASEMENT;

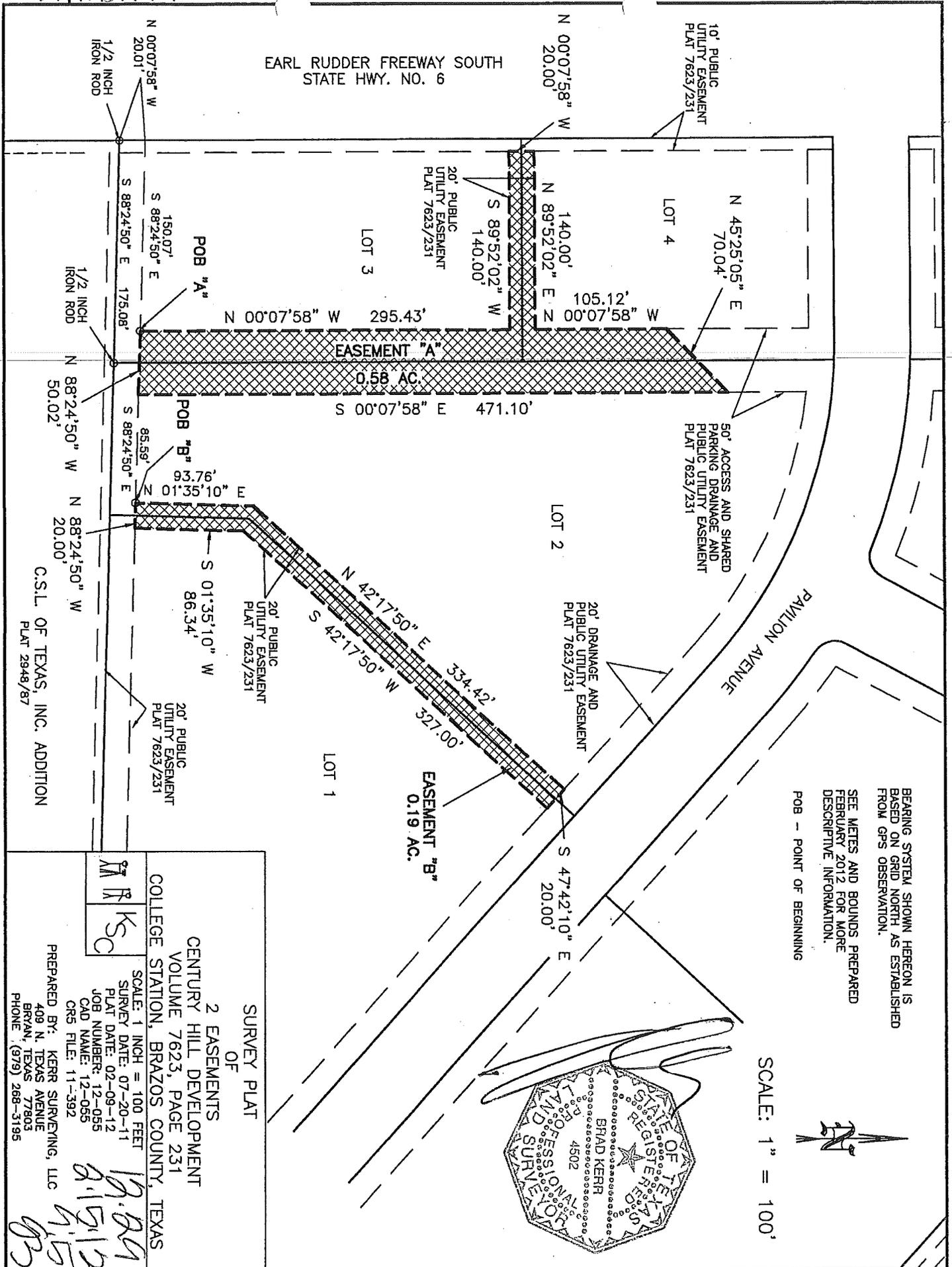
THENCE: S 00° 07' 58" E THROUGH SAID LOT 2 AND LONG THE EAST LINE OF SAID 50.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 471.10 FEET TO THE NORTH LINE OF SAID SECOND 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT;

THENCE: N 88° 24' 50" W CONTINUING THROUGH SAID LOT 2 AND THROUGH LOT 3 AND LONG THE NORTH LINE OF SAID 20.00 FOOT WIDE EASEMENT, 20.00 FEET FROM AND PARALLEL TO THE SOUTH LINES OF SAID LOTS 2 AND 3, FOR A DISTANCE OF 50.02 FEET TO THE POINT OF BEGINNING CONTAINING 0.58 OF AN ACRE OF LAND, MORE OF LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION. SEE PLAT PREPARED FEBRUARY 2012 FOR MORE DESCRIPTIVE INFORMATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

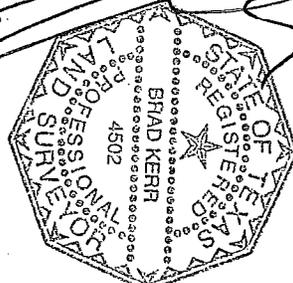
D:/WORK/MAB/12-055A.MAB





BEARING SYSTEM SHOWN HEREON IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.
 SEE METES AND BOUNDS PREPARED FEBRUARY 2012 FOR MORE DESCRIPTIVE INFORMATION.
 POB -- POINT OF BEGINNING

SCALE: 1" = 100'



SURVEY PLAT
 OF
2 EASEMENTS
CENTURY HILL DEVELOPMENT
VOLUME 7623, PAGE 231
COLLEGE STATION, BRAZOS COUNTY, TEXAS

M
 R
 K
 S
 C

SCALE: 1 INCH = 100 FEET
 SURVEY DATE: 07-20-11
 PLAT DATE: 02-09-12
 JOB NUMBER: 12-055
 CAD NAME: 12-055
 CRS FILE: 11-392

PREPARED BY: KERR SURVEYING, LLC
 409 N. TEXAS AVENUE
 BRYAN, TEXAS 77803
 PHONE: (979) 268-3195

Handwritten signatures and dates:
 B. Kerr
 2.15.12
 2.15.12
 2.15.12

**METES AND BOUNDS DESCRIPTION
OF A
0.19 ACRE TRACT
CENTURY HILL DEVELOPMENT
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF LOTS 1 AND 2, CENTURY HILL DEVELOPMENT, ACCORDING TO THE PLAT RECORDED IN VOLUME 7623, PAGE 231 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT BEING AN EXISTING 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT CENTERED ON SAID LOTS 1 AND 2.

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

COMMENCING AT A ½ INCH IRON ROD FOUND ON THE EAST LINE OF EARL RUDDER FREEWAY SOUTH (STATE HIGHWAY NO. 6) MARKING THE SOUTHWEST CORNER OF LOT 3, CENTURY HILL DEVELOPMENT, AND THE NORTHEAST CORNER OF C.S.L. OF TEXAS, INC. ADDITION ACCORDING TO THE PLAT RECORDED IN VOLUME 2948, PAGE 87 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS FOR REFERENCE A ½ INCH IRON ROD FOUND ON THE NORTH LINE OF C.S.L. OF TEXAS, INC. ADDITION MARKING THE COMMON CORNER OF SAID LOT 3 AND SAID LOT 2 BEARS: S 88° 24' 50" E FOR A DISTANCE OF 175.08 FEET;

THENCE: N 00° 07' 58" W ALONG THE EAST LINE OF EARL RUDDER FREEWAY SOUTH, SAME BEING THE WEST LINE OF SAID LOT 3, FOR A DISTANCE OF 20.01 FEET TO THE NORTH LINE OF A SECOND EXISTING 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT;

THENCE: S 88° 24' 50" E THROUGH SAID LOT 3 AND LOT 2 AND ALONG THE NORTH LINE OF SAID EASEMENT FOR A DISTANCE OF 285.68 FEET TO THE EAST LINE OF SAID FIRST 20.00 FOOT WIDE EASEMENT AND THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 01° 35' 10" E CONTINUING THROUGH SAID LOT 2 AND ALONG THE WEST LINE OF SAID 20.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 93.76 FEET TO AN ANGLE POINT;

THENCE: N 42° 17' 50" E CONTINUING THROUGH SAID LOT 2 AND ALONG THE NORTHWEST LINE OF SAID 20.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 334.42 FEET TO THE SOUTHWEST LINE OF AN EXISTING 20.00 FOOT WIDE DRAINAGE AND PUBLIC UTILITY EASEMENT;

THENCE: S 47° 42' 10" E CONTINUING THROUGH SAID LOT 2 AND THROUGH SAID LOT 1 AND ALONG THE SOUTHWEST LINE OF SAID 20.00 FOOT WIDE DRAINAGE EASEMENT, 20.00 FEET FROM AND PARALLEL TO THE SOUTHWEST LINE OF PAVILION AVENUE, FOR A DISTANCE OF 20.00 FEET TO THE SOUTHEAST LINE OF FIRST SAID 20.00 FOOT WIDE EASEMENT;

THENCE: S 42° 17' 50" W THROUGH SAID LOT 1 AND ALONG THE SOUTHEAST LINE OF SAID 20.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 327.00 FEET TO AN ANGLE POINT;

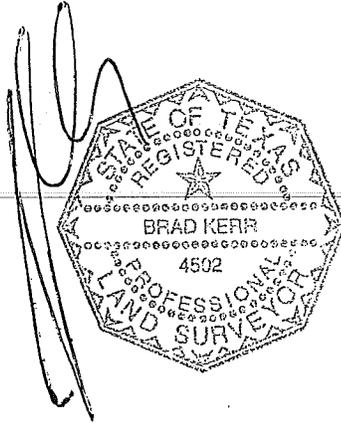
THENCE: S 01° 35' 10" W CONTINUING THROUGH SAID LOT 1 AND ALONG THE EAST LINE OF SAID 20.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 86.34 FEET TO THE NORTH LINE OF SAID SECOND 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT;

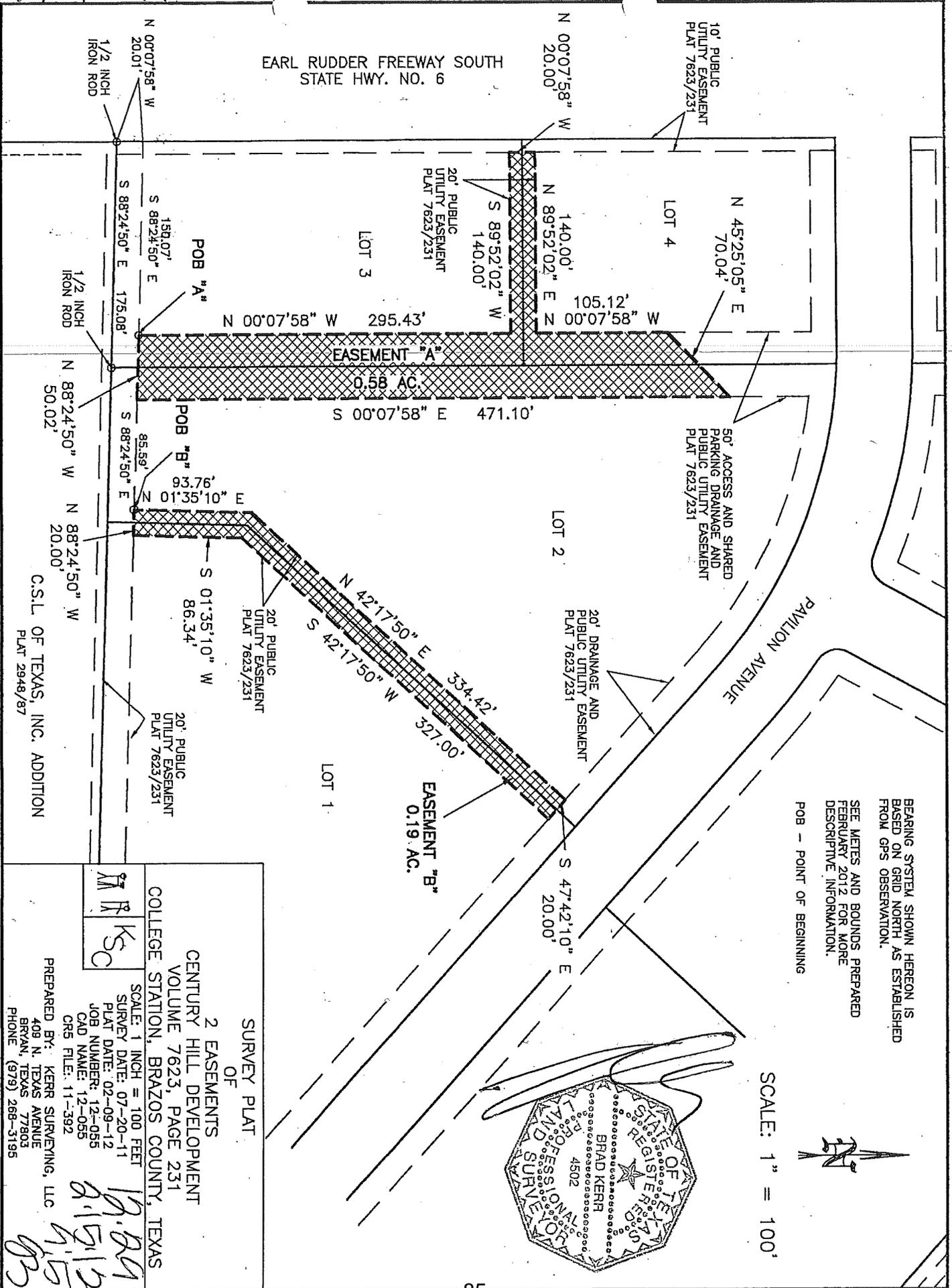
THENCE: N 88° 24' 50" W CONTINUING THROUGH SAID LOT 1 AND THROUGH LOT 2 AND ALONG THE

NORTH LINE OF SAID 20.00 FOOT WIDE EASEMENT, 20.00 FEET FROM AND PARALLEL TO THE SOUTH LINES OF SAID LOTS 1 AND 2, FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.19 OF AN ACRE OF LAND, MORE OF LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION. SEE PLAT PREPARED FEBRUARY 2012 FOR MORE DESCRIPTIVE INFORMATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

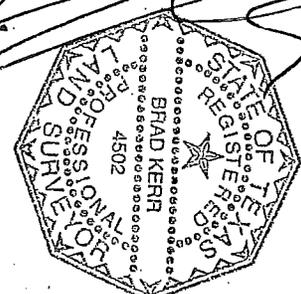
D:/WORK/MAB/12-055B.MAB





BEARING SYSTEM SHOWN HEREON IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.
 SEE METES AND BOUNDS PREPARED FEBRUARY 2012 FOR MORE DESCRIPTIVE INFORMATION.
 POB - POINT OF BEGINNING

SCALE: 1" = 100'



SURVEY PLAT OF
2 EASEMENTS
CENTURY HILL DEVELOPMENT
VOLUME 7623, PAGE 231
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1 INCH = 100 FEET
 SURVEY DATE: 07-20-11
 PLAT DATE: 02-09-12
 JOB NUMBER: 12-095
 CAD NAME: 12-095
 CRS FILE: 11-392

PREPARED BY: KERR SURVEYING, LLC
 409 N. TEXAS AVENUE
 BRYAN, TEXAS 77803
 PHONE (979) 268-3195

Handwritten initials and dates:
 M R K S C
 P. Kerr
 2/15/12
 2/15/12

C.S.L. OF TEXAS, INC. ADDITION
 PLAT 2948/87

**METES AND BOUNDS DESCRIPTION
OF A
0.08 ACRE TRACT
CENTURY HILL DEVELOPMENT
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF LOT 7, CENTURY HILL DEVELOPMENT, ACCORDING TO THE PLAT RECORDED IN VOLUME 7623, PAGE 231 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF AN EXISTING 20.00 FOOT WIDE UTILITY EASEMENT AS DESCRIBED IN VOLUME 612, PAGE 589 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT A 1/2 INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF SAID LOT 7 AND A COMMON CORNER OF LOT 8 AND 9, CENTURY HILL DEVELOPMENT, SAID IRON ROD FOUND BEING ON THE SOUTHWEST LINE OF SAID UTILITY EASEMENT;

THENCE: N 47° 47' 18" W THROUGH SAID LOT 7 AND ALONG THE SOUTHWEST LINE OF SAID UTILITY EASEMENT FOR A DISTANCE OF 14.85 FEET TO THE NORTH LINE OF AN EXISTING 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT CENTERED ON THE COMMON LINES OF SAID LOTS 7, 8 AND 9, MARKING THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 47° 47' 18" W THROUGH SAID LOT 7 AND ALONG THE SOUTHWEST LINE OF SAID UTILITY EASEMENT FOR A DISTANCE OF 163.91 FEET TO THE EAST LINE OF AN EXISTING 20.00 FOOT PUBLIC UTILITY, DRAINAGE AND DETENTION POND ACCESS EASEMENT (SEE PLAT 7623/231);

THENCE: N 00° 07' 58" W CONTINUING THROUGH SAID LOT 7 AND ALONG THE EAST LINE OF SAID EXISTING 20.00 FOOT WIDE DRAINAGE EASEMENT FOR A DISTANCE OF 27.06 FEET TO THE NORTHEAST LINE OF SAID 20.00 FOOT WIDE UTILITY EASEMENT;

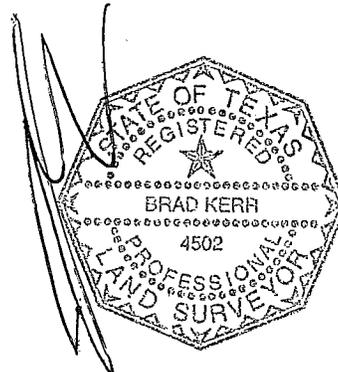
THENCE: S 47° 47' 18" E CONTINUING THROUGH SAID LOT 7 AND ALONG THE NORTHEAST LINE OF SAID UTILITY EASEMENT FOR A DISTANCE OF 165.23 FEET TO THE WEST LINE OF THE AFOREMENTIONED 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT (CENTERED PER PLAT 7623/231);

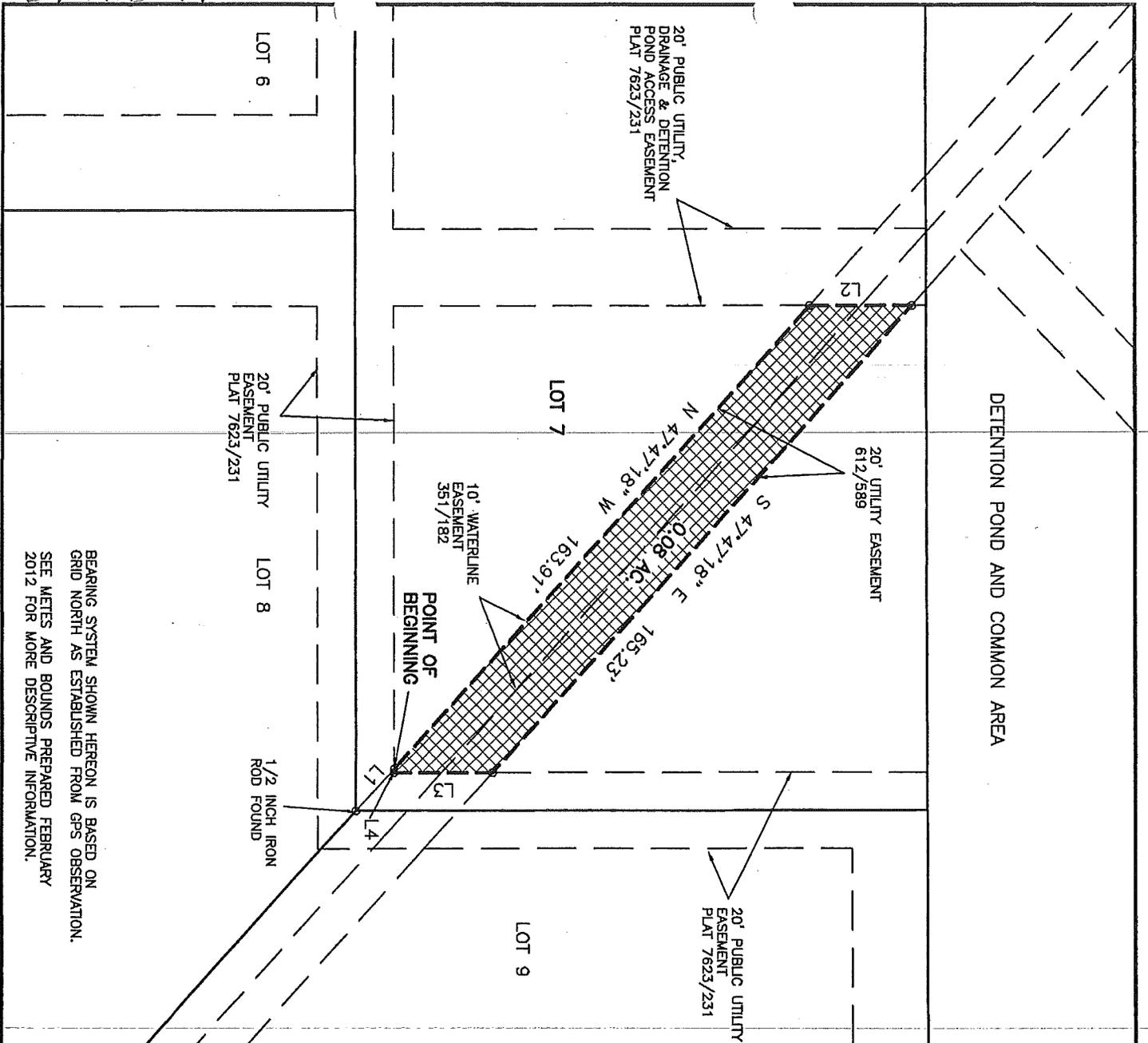
THENCE: S 00° 07' 58" E CONTINUING THROUGH SAID LOT 7 AND ALONG THE WEST LINE OF SAID 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT, 10.00 FEET FROM AND PARALLEL TO THE COMMON LINE OF SAID LOT 7 AND LOT 9, FOR A DISTANCE OF 26.17 FEET TO AN ANGLE POINT;

THENCE: S 89° 52' 02" W CONTINUING THROUGH SAID LOT 7 AND ALONG THE NORTH LINE OF SAID 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT, 10.00 FEET FROM AND PARALLEL TO THE COMMON LINE OF SAID LOTS 7 AND 8, FOR A DISTANCE OF 0.97 FEET TO THE **POINT OF BEGINNING** CONTAINING 0.08 OF AN ACRE OF LAND, MORE OF LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION. SEE PLAT PREPARED FEBRUARY 2012 FOR MORE DESCRIPTIVE INFORMATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/12-055C.MAB





DETENTION POND AND COMMON AREA

20' UTILITY EASEMENT
612/589

20' PUBLIC UTILITY,
DRAINAGE & DETENTION
POND ACCESS EASEMENT
PLAT 7623/231

20' PUBLIC UTILITY
EASEMENT
PLAT 7623/231

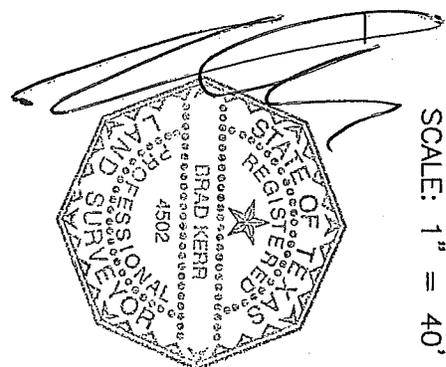
10' WATERLINE
EASEMENT
351/182

20' PUBLIC UTILITY
EASEMENT
PLAT 7623/231

BEARING SYSTEM SHOWN HEREON IS BASED ON
GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.
SEE METES AND BOUNDS PREPARED FEBRUARY
2012 FOR MORE DESCRIPTIVE INFORMATION.



SCALE: 1" = 40'



LINE	DISTANCE	BEARING
L1	14.85'	N 47°47'18" W
L2	27.06'	N 00°07'58" W
L3	26.17'	S 00°07'58" E
L4	0.97'	S 89°52'02" W

**SURVEY PLAT
OF A
PORTION OF A UTILITY EASEMENT
CENTURY HILL DEVELOPMENT
VOLUME 7623, PAGE 231
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

SCALE: 1 INCH = 40 FEET
 SURVEY DATE: 07-20-11
 PLAT DATE: 02-09-12
 JOB NUMBER: 12-055
 CAD NAME: 12-055
 CRS FILE: 11-392

PREPARED BY: KERR SURVEYING, LLC
 408 N. TEXAS AVENUE
 BRYAN, TEXAS 77803
 PHONE: (979) 268-3195

18.84
 8.15.12
 7.51

METES AND BOUNDS DESCRIPTION
OF A
1652 SQUARE FOOT TRACT
CENTURY HILL DEVELOPMENT
COLLEGE STATION, BRAZOS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF LOT 7, CENTURY HILL DEVELOPMENT, ACCORDING TO THE PLAT RECORDED IN VOLUME 7623, PAGE 231 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF AN EXISTING 10.00 FOOT WIDE WATERLINE EASEMENT AS DESCRIBED IN VOLUME 351, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT A 1/2 INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF SAID LOT 7 AND A COMMON CORNER OF LOT 8 AND 9, CENTURY HILL DEVELOPMENT, SAID IRON ROD FOUND BEING ON THE SOUTHWEST LINE OF SAID WATERLINE EASEMENT;

THENCE: N 47° 47' 18" W THROUGH SAID LOT 7 AND ALONG THE SOUTHWEST LINE OF SAID WATERLINE EASEMENT FOR A DISTANCE OF 14.85 FEET TO THE NORTH LINE OF AN EXISTING 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT CENTERED ON THE COMMON LINES OF SAID LOTS 7, 8 AND 9, MARKING THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 47° 47' 18" W THROUGH SAID LOT 7 AND ALONG THE SOUTHWEST LINE OF SAID WATERLINE EASEMENT FOR A DISTANCE OF 163.91 FEET TO THE EAST LINE OF AN EXISTING 20.00 FOOT PUBLIC UTILITY, DRAINAGE AND DETENTION POND ACCESS EASEMENT (SEE PLAT 7623/231);

THENCE: N 00° 07' 58" W CONTINUING THROUGH SAID LOT 7 AND ALONG THE EAST LINE OF SAID EXISTING 20.00 FOOT WIDE DRAINAGE EASEMENT FOR A DISTANCE OF 13.53 FEET TO THE NORTHEAST LINE OF SAID WATERLINE EASEMENT;

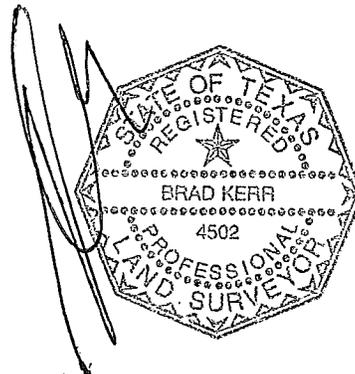
THENCE: S 47° 47' 18" E CONTINUING THROUGH SAID LOT 7 AND ALONG THE NORTHEAST LINE OF SAID WATERLINE EASEMENT FOR A DISTANCE OF 165.23 FEET TO THE WEST LINE OF THE AFOREMENTIONED 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT (CENTERED PER PLAT 7623/231);

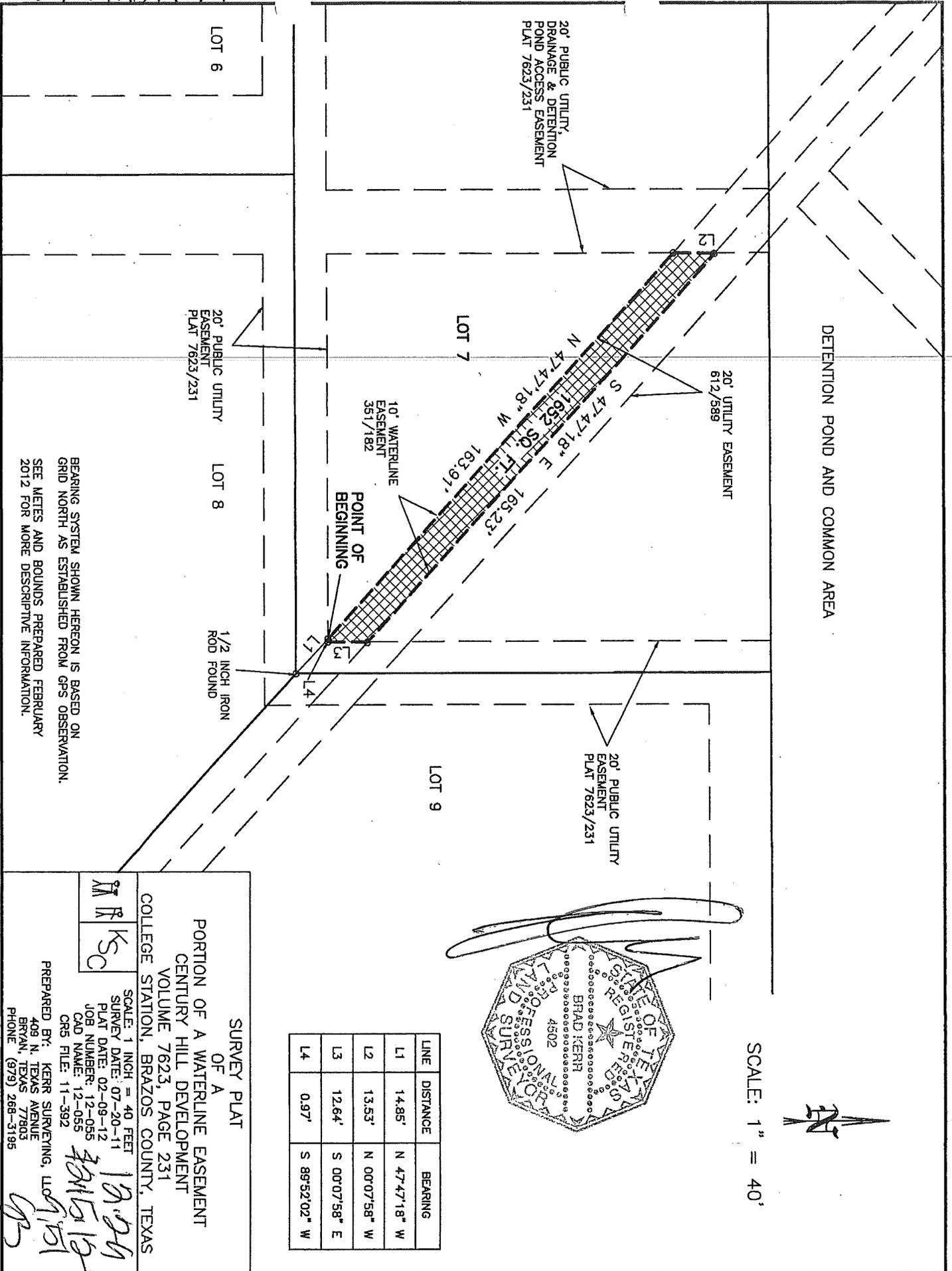
THENCE: S 00° 07' 58" E CONTINUING THROUGH SAID LOT 7 AND ALONG THE WEST LINE OF SAID 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT, 10.00 FEET FROM AND PARALLEL TO THE COMMON LINE OF SAID LOT 7 AND LOT 9, FOR A DISTANCE OF 12.64 FEET TO AN ANGLE POINT;

THENCE: S 89° 52' 02" W CONTINUING THROUGH SAID LOT 7 AND ALONG THE NORTH LINE OF SAID 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT, 10.00 FEET FROM AND PARALLEL TO THE COMMON LINE OF SAID LOTS 7 AND 8, FOR A DISTANCE OF 0.97 FEET TO THE POINT OF BEGINNING CONTAINING 1652 SQUARE FEET OF LAND, MORE OF LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION. SEE PLAT PREPARED FEBRUARY 2012 FOR MORE DESCRIPTIVE INFORMATION.

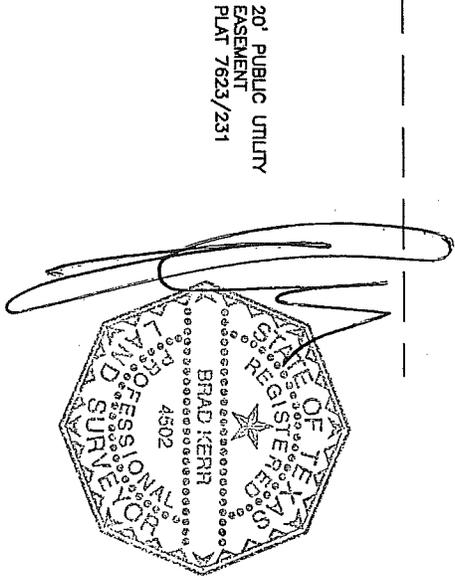
BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/12-055D.MAB





LINE	DISTANCE	BEARING
L1	14.85'	N 47°47'18" W
L2	13.53'	N 00°07'58" W
L3	12.64'	S 00°07'58" E
L4	0.97'	S 89°52'02" W



SCALE: 1" = 40'



BEARING SYSTEM SHOWN HEREON IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION. SEE METES AND BOUNDS PREPARED FEBRUARY 2012 FOR MORE DESCRIPTIVE INFORMATION.

SURVEY PLAT
OF A
PORTION OF A WATERLINE EASEMENT
CENTURY HILL DEVELOPMENT
VOLUME 7623, PAGE 231
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1 INCH = 40 FEET
 SURVEY DATE: 07-20-11
 PLAT DATE: 02-09-12
 JOB NUMBER: 12-055
 CAD NAME: 12-055
 CRS FILE: 11-392

PREPARED BY: KERR SURVEYING, L.L.C.
 409 N. TEXAS AVENUE
 BRYAN, TEXAS 77803
 PHONE (979) 268-3195

12.24
3/15/12
GRS



FOR OFFICE USE ONLY	
CASE NO.:	<u>13129</u>
DATE SUBMITTED:	<u>2-15-12</u>
TIME:	<u>2:01</u>
STAFF:	<u>AB</u>

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:	
<input checked="" type="checkbox"/>	\$700 Abandonment of Public Right-of-Way/Easement Application Fee.
<input checked="" type="checkbox"/>	Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
<input checked="" type="checkbox"/>	All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
<input checked="" type="checkbox"/>	Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
<input checked="" type="checkbox"/>	For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
<input checked="" type="checkbox"/>	For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

Lot 1, 2, 3, 4 & 7 Century Hill Development Vol. 7623 Pg. 231

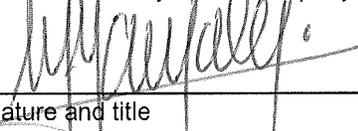
APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Equifirst Financial Services Corp - Manuel Gonzalez, President E-mail mgonzalez@sterlingautogroup.NET
 Street Address 205 NORTH EARL RUDDER FRWY
 City BRYAN State TEXAS Zip Code 77802
 Phone Number (979) 846-5555 Fax Number 979-846-8609

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name GONCLOSS REALTY, L.P. E-mail mgonzalez@sterlingautogroup.net
 Street Address: 1506 ANDOVER COURT
 City COLLEGE STATION State TEXAS Zip Code 77845
 Phone Number 979-846-5555 Fax Number 979-846-8609

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

Signature and title  PRESIDENT Date 2-14-2012

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

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

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

Name NONE E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:
The property has been (lot 7) or will be replatted and easements will be dedicated with plat to replace the easements.
8. That there is no current public need or use for the easement or right-of-way because:
The waterline in the easement on lot 7 was previously relocated and the sewer line on lot 2 will be relocated to replace the sewer line being abandoned
9. That there is no anticipated future public need or use for the easement or right-of-way because:
New easements have been or will be provided by replat.
10. That all public utilities have access to serve current and future customers because:
The existing utilities which have been or will be abandoned have been or will be relocated.
11. Such public right-of-way/easement has been and is being used as follows:
*Lot 7 - Waterline
 Lot 2 - Sanitary Sewer*

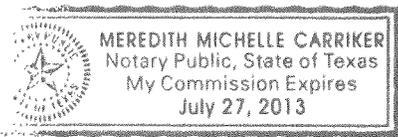
I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Joe Schultz, Agent
 Signature and title

2-15-12
 Date

STATE OF TEXAS §
 § ACKNOWLEDGEMENT
 COUNTY OF BRAZOS §

Subscribed and sworn to before me, a Notary Public, this *15* day of *February*, 20*12* by *Joe Schultz*.



Meredith Carriker
 Notary Public in and for
 the State of Texas

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

Location: Lot 1, 2, 3, 4 & 7 Century Hill Development 7623/231

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

Lot 1, 2, 3, 4 & 7 Century Hill Development Vol. 7623 Pg. 231

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

**METES AND BOUNDS DESCRIPTION
OF A
0.58 ACRE TRACT
CENTURY HILL DEVELOPMENT
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF LOTS 2, 3 AND 4, CENTURY HILL DEVELOPMENT, ACCORDING TO THE PLAT RECORDED IN VOLUME 7623, PAGE 231 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF AN EXISTING 50.00 FOOT WIDE ACCESS AND SHARED PARKING, DRAINAGE AND PUBLIC UTILITY EASEMENT ON SAID LOTS AND A 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT CENTERED ON SAID LOTS 3 AND 4.

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

COMMENCING AT A ½ INCH IRON ROD FOUND ON THE EAST LINE OF EARL RUDDER FREEWAY SOUTH (STATE HIGHWAY NO. 6) MARKING THE SOUTHWEST CORNER OF SAID LOT 3 AND THE NORTHEAST CORNER OF C.S.L. OF TEXAS, INC. ADDITION ACCORDING TO THE PLAT RECORDED IN VOLUME 2948, PAGE 87 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS FOR REFERENCE A ½ INCH IRON ROD FOUND ON THE NORTH LINE OF C.S.L. OF TEXAS, INC. ADDITION MARKING THE COMMON CORNER OF SAID LOT 3 AND SAID LOT 2 BEARS: S 88° 24' 50" E FOR A DISTANCE OF 175.08 FEET;

THENCE: N 00° 07' 58" W ALONG THE EAST LINE OF EARL RUDDER FREEWAY SOUTH, SAME BEING THE WEST LINE OF SAID LOT 3, FOR A DISTANCE OF 20.01 FEET TO THE NORTH LINE OF A SECOND EXISTING 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT;

THENCE: S 88° 24' 50" E THROUGH SAID LOT 3 AND ALONG THE NORTH LINE OF SAID EASEMENT FOR A DISTANCE OF 150.07 FEET TO THE EAST LINE OF SAID 50.00 FOOT WIDE EASEMENT AND THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 00° 07' 58" W CONTINUING THROUGH SAID LOT 3 AND LONG THE WEST LINE OF SAID 50.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 295.43 FEET TO THE SOUTH LINE OF THE AFOREMENTIONED FIRST 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT

THENCE: S 89° 52' 02" W CONTINUING THROUGH SAID LOT 3 AND LONG THE SOUTH LINE OF SAID 20.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 140.00 FEET TO THE EAST LINE OF AN EXISTING 10.00 FOOT WIDE PUBLIC UTILITY EASEMENT;

THENCE: N 00° 07' 58" W CONTINUING THROUGH SAID LOT 3 AND THROUGH SAID LOT 4 AND ALONG THE EAST LINE OF SAID 10.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 20.00 FEET TO THE NORTH LINE OF FIRST SAID 20.00 FOOT WIDE EASEMENT;

THENCE: N 89° 52' 02" E THROUGH SAID LOT 4 AND ALONG THE NORTH LINE OF SAID 20.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 140.00 FEET TO THE WEST LINE OF SAID 50.00 FOOT WIDE EASEMENT;

THENCE: N 00° 07' 58" W CONTINUING THROUGH SAID LOT 4 AND ALONG THE WEST LINE OF SAID 50.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 105.12 FEET;

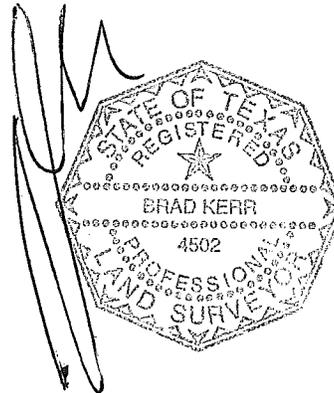
THENCE: N 45° 25' 05" E CONTINUING THROUGH SAID LOT 4 AND THROUGH SAID LOT 2 AND THROUGH SAID 50.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 70.04 FEET TO THE EAST LINE OF SAID 50.00 FOOT WIDE EASEMENT;

THENCE: S 00° 07' 58" E THROUGH SAID LOT 2 AND LONG THE EAST LINE OF SAID 50.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 471.10 FEET TO THE NORTH LINE OF SAID SECOND 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT;

THENCE: N 88° 24' 50" W CONTINUING THROUGH SAID LOT 2 AND THROUGH LOT 3 AND LONG THE NORTH LINE OF SAID 20.00 FOOT WIDE EASEMENT, 20.00 FEET FROM AND PARALLEL TO THE SOUTH LINES OF SAID LOTS 2 AND 3, FOR A DISTANCE OF 50.02 FEET TO THE **POINT OF BEGINNING** CONTAINING 0.58 OF AN ACRE OF LAND, MORE OF LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION. SEE PLAT PREPARED FEBRUARY 2012 FOR MORE DESCRIPTIVE INFORMATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/12-055A.MAB



**METES AND BOUNDS DESCRIPTION
OF A
0.19 ACRE TRACT
CENTURY HILL DEVELOPMENT
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF LOTS 1 AND 2, CENTURY HILL DEVELOPMENT, ACCORDING TO THE PLAT RECORDED IN VOLUME 7623, PAGE 231 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT BEING AN EXISTING 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT CENTERED ON SAID LOTS 1 AND 2.

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

COMMENCING AT A ½ INCH IRON ROD FOUND ON THE EAST LINE OF EARL RUDDER FREEWAY SOUTH (STATE HIGHWAY NO. 6) MARKING THE SOUTHWEST CORNER OF LOT 3, CENTURY HILL DEVELOPMENT, AND THE NORTHEAST CORNER OF C.S.L. OF TEXAS, INC. ADDITION ACCORDING TO THE PLAT RECORDED IN VOLUME 2948, PAGE 87 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS FOR REFERENCE A ½ INCH IRON ROD FOUND ON THE NORTH LINE OF C.S.L. OF TEXAS, INC. ADDITION MARKING THE COMMON CORNER OF SAID LOT 3 AND SAID LOT 2 BEARS: S 88° 24' 50" E FOR A DISTANCE OF 175.08 FEET;

THENCE: N 00° 07' 58" W ALONG THE EAST LINE OF EARL RUDDER FREEWAY SOUTH, SAME BEING THE WEST LINE OF SAID LOT 3, FOR A DISTANCE OF 20.01 FEET TO THE NORTH LINE OF A SECOND EXISTING 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT;

THENCE: S 88° 24' 50" E THROUGH SAID LOT 3 AND LOT 2 AND ALONG THE NORTH LINE OF SAID EASEMENT FOR A DISTANCE OF 285.68 FEET TO THE EAST LINE OF SAID FIRST 20.00 FOOT WIDE EASEMENT AND THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 01° 35' 10" E CONTINUING THROUGH SAID LOT 2 AND ALONG THE WEST LINE OF SAID 20.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 93.76 FEET TO AN ANGLE POINT;

THENCE: N 42° 17' 50" E CONTINUING THROUGH SAID LOT 2 AND ALONG THE NORTHWEST LINE OF SAID 20.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 334.42 FEET TO THE SOUTHWEST LINE OF AN EXISTING 20.00 FOOT WIDE DRAINAGE AND PUBLIC UTILITY EASEMENT;

THENCE: S 47° 42' 10" E CONTINUING THROUGH SAID LOT 2 AND THROUGH SAID LOT 1 AND ALONG THE SOUTHWEST LINE OF SAID 20.00 FOOT WIDE DRAINAGE EASEMENT, 20.00 FEET FROM AND PARALLEL TO THE SOUTHWEST LINE OF PAVILION AVENUE, FOR A DISTANCE OF 20.00 FEET TO THE SOUTHEAST LINE OF FIRST SAID 20.00 FOOT WIDE EASEMENT;

THENCE: S 42° 17' 50" W THROUGH SAID LOT 1 AND ALONG THE SOUTHEAST LINE OF SAID 20.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 327.00 FEET TO AN ANGLE POINT;

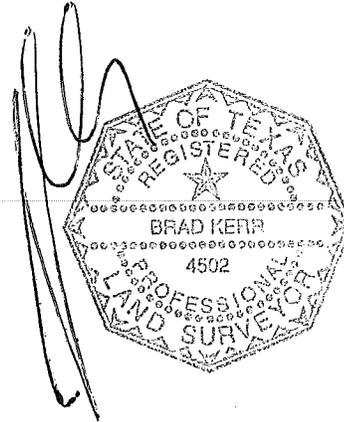
THENCE: S 01° 35' 10" W CONTINUING THROUGH SAID LOT 1 AND ALONG THE EAST LINE OF SAID 20.00 FOOT WIDE EASEMENT FOR A DISTANCE OF 86.34 FEET TO THE NORTH LINE OF SAID SECOND 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT;

THENCE: N 88° 24' 50" W CONTINUING THROUGH SAID LOT 1 AND THROUGH LOT 2 AND ALONG THE

NORTH LINE OF SAID 20.00 FOOT WIDE EASEMENT, 20.00 FEET FROM AND PARALLEL TO THE SOUTH LINES OF SAID LOTS 1 AND 2, FOR A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING** CONTAINING 0.19 OF AN ACRE OF LAND, MORE OF LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION. SEE PLAT PREPARED FEBRUARY 2012 FOR MORE DESCRIPTIVE INFORMATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/12-055B.MAB



**METES AND BOUNDS DESCRIPTION
OF A
0.08 ACRE TRACT
CENTURY HILL DEVELOPMENT
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF LOT 7, CENTURY HILL DEVELOPMENT, ACCORDING TO THE PLAT RECORDED IN VOLUME 7623, PAGE 231 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF AN EXISTING 20.00 FOOT WIDE UTILITY EASEMENT AS DESCRIBED IN VOLUME 612, PAGE 589 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT A ½ INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF SAID LOT 7 AND A COMMON CORNER OF LOT 8 AND 9, CENTURY HILL DEVELOPMENT, SAID IRON ROD FOUND BEING ON THE SOUTHWEST LINE OF SAID UTILITY EASEMENT;

THENCE: N 47° 47' 18" W THROUGH SAID LOT 7 AND ALONG THE SOUTHWEST LINE OF SAID UTILITY EASEMENT FOR A DISTANCE OF 14.85 FEET TO THE NORTH LINE OF AN EXISTING 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT CENTERED ON THE COMMON LINES OF SAID LOTS 7, 8 AND 9, MARKING THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 47° 47' 18" W THROUGH SAID LOT 7 AND ALONG THE SOUTHWEST LINE OF SAID UTILITY EASEMENT FOR A DISTANCE OF 163.91 FEET TO THE EAST LINE OF AN EXISTING 20.00 FOOT PUBLIC UTILITY, DRAINAGE AND DETENTION POND ACCESS EASEMENT (SEE PLAT 7623/231);

THENCE: N 00° 07' 58" W CONTINUING THROUGH SAID LOT 7 AND ALONG THE EAST LINE OF SAID EXISTING 20.00 FOOT WIDE DRAINAGE EASEMENT FOR A DISTANCE OF 27.06 FEET TO THE NORTHEAST LINE OF SAID 20.00 FOOT WIDE UTILITY EASEMENT;

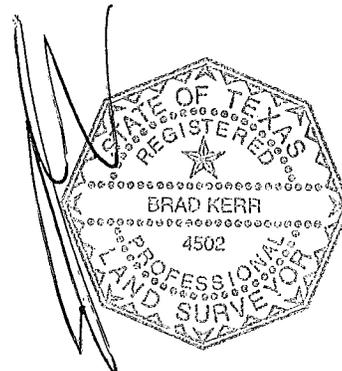
THENCE: S 47° 47' 18" E CONTINUING THROUGH SAID LOT 7 AND ALONG THE NORTHEAST LINE OF SAID UTILITY EASEMENT FOR A DISTANCE OF 165.23 FEET TO THE WEST LINE OF THE AFOREMENTIONED 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT (CENTERED PER PLAT 7623/231);

THENCE: S 00° 07' 58" E CONTINUING THROUGH SAID LOT 7 AND ALONG THE WEST LINE OF SAID 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT, 10.00 FEET FROM AND PARALLEL TO THE COMMON LINE OF SAID LOT 7 AND LOT 9, FOR A DISTANCE OF 26.17 FEET TO AN ANGLE POINT;

THENCE: S 89° 52' 02" W CONTINUING THROUGH SAID LOT 7 AND ALONG THE NORTH LINE OF SAID 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT, 10.00 FEET FROM AND PARALLEL TO THE COMMON LINE OF SAID LOTS 7 AND 8, FOR A DISTANCE OF 0.97 FEET TO THE POINT OF BEGINNING CONTAINING 0.08 OF AN ACRE OF LAND, MORE OF LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION. SEE PLAT PREPARED FEBRUARY 2012 FOR MORE DESCRIPTIVE INFORMATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/12-055C.MAB



**METES AND BOUNDS DESCRIPTION
OF A
1652 SQUARE FOOT TRACT
CENTURY HILL DEVELOPMENT
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF LOT 7, CENTURY HILL DEVELOPMENT, ACCORDING TO THE PLAT RECORDED IN VOLUME 7623, PAGE 231 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF AN EXISTING 10.00 FOOT WIDE WATERLINE EASEMENT AS DESCRIBED IN VOLUME 351, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT A ½ INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF SAID LOT 7 AND A COMMON CORNER OF LOT 8 AND 9, CENTURY HILL DEVELOPMENT, SAID IRON ROD FOUND BEING ON THE SOUTHWEST LINE OF SAID WATERLINE EASEMENT;

THENCE: N 47° 47' 18" W THROUGH SAID LOT 7 AND ALONG THE SOUTHWEST LINE OF SAID WATERLINE EASEMENT FOR A DISTANCE OF 14.85 FEET TO THE NORTH LINE OF AN EXISTING 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT CENTERED ON THE COMMON LINES OF SAID LOTS 7, 8 AND 9, MARKING THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 47° 47' 18" W THROUGH SAID LOT 7 AND ALONG THE SOUTHWEST LINE OF SAID WATERLINE EASEMENT FOR A DISTANCE OF 163.91 FEET TO THE EAST LINE OF AN EXISTING 20.00 FOOT PUBLIC UTILITY, DRAINAGE AND DETENTION POND ACCESS EASEMENT (SEE PLAT 7623/231);

THENCE: N 00° 07' 58" W CONTINUING THROUGH SAID LOT 7 AND ALONG THE EAST LINE OF SAID EXISTING 20.00 FOOT WIDE DRAINAGE EASEMENT FOR A DISTANCE OF 13.53 FEET TO THE NORTHEAST LINE OF SAID WATERLINE EASEMENT;

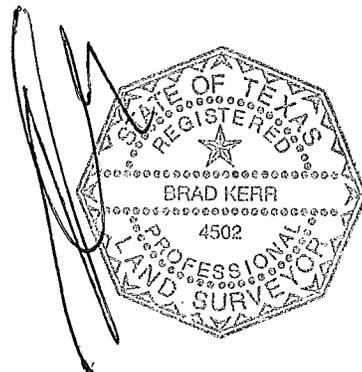
THENCE: S 47° 47' 18" E CONTINUING THROUGH SAID LOT 7 AND ALONG THE NORTHEAST LINE OF SAID WATERLINE EASEMENT FOR A DISTANCE OF 165.23 FEET TO THE WEST LINE OF THE AFOREMENTIONED 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT (CENTERED PER PLAT 7623/231);

THENCE: S 00° 07' 58" E CONTINUING THROUGH SAID LOT 7 AND ALONG THE WEST LINE OF SAID 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT, 10.00 FEET FROM AND PARALLEL TO THE COMMON LINE OF SAID LOT 7 AND LOT 9, FOR A DISTANCE OF 12.64 FEET TO AN ANGLE POINT;

THENCE: S 89° 52' 02" W CONTINUING THROUGH SAID LOT 7 AND ALONG THE NORTH LINE OF SAID 20.00 FOOT WIDE PUBLIC UTILITY EASEMENT, 10.00 FEET FROM AND PARALLEL TO THE COMMON LINE OF SAID LOTS 7 AND 8, FOR A DISTANCE OF 0.97 FEET TO THE POINT OF BEGINNING CONTAINING 1652 SQUARE FEET OF LAND, MORE OF LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION. SEE PLAT PREPARED FEBRUARY 2012 FOR MORE DESCRIPTIVE INFORMATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/12-055D.MAB



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

Location: Lot 1, 2, 3, 4 & 7 Century Hill Development 7623/231

EXHIBIT NO. 2

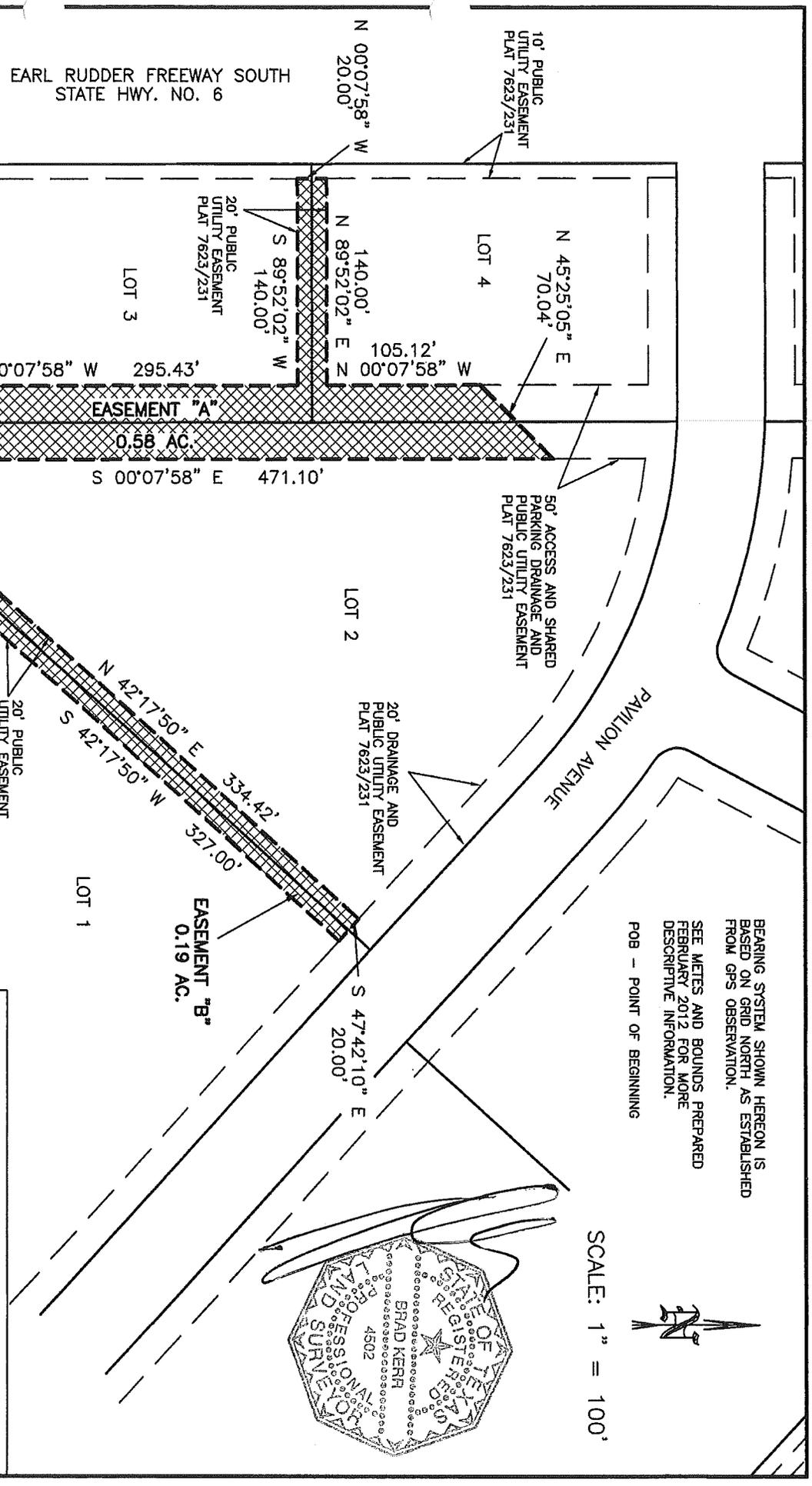
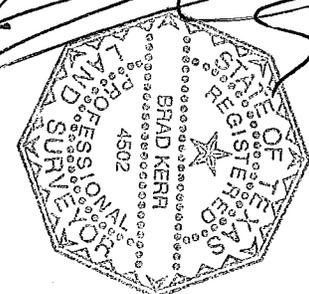
Attached is a copy of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement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

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

SEE METES AND BOUNDS PREPARED
 FEBRUARY 2012 FOR MORE
 DESCRIPTIVE INFORMATION.

POB - POINT OF BEGINNING

SCALE: 1" = 100'



EARL RUDDER FREEWAY SOUTH
 STATE HWY. NO. 6

10' PUBLIC
 UTILITY EASEMENT
 PLAT 7623/231

LOT 4
 N 45°25'05" E
 70.04'

50' ACCESS AND SHARED
 PARKING DRAINAGE AND
 PUBLIC UTILITY EASEMENT
 PLAT 7623/231

PAVILION AVENUE

LOT 2
 20' DRAINAGE AND
 PUBLIC UTILITY EASEMENT
 PLAT 7623/231

EASEMENT "B"
 0.19 AC.

LOT 1

LOT 3

EASEMENT "A"
 0.58 AC.

20' PUBLIC
 UTILITY EASEMENT
 PLAT 7623/231

POB "A"

POB "B"

20' PUBLIC
 UTILITY EASEMENT
 PLAT 7623/231

N 00°07'58" W
 20.01'
 1/2 INCH
 IRON ROD

1/2 INCH
 IRON ROD

C.S.L. OF TEXAS, INC. ADDITION
 PLAT 2948/87

SURVEY PLAT
 OF
 2 EASEMENTS
 CENTURY HILL DEVELOPMENT
 VOLUME 7623, PAGE 231
 COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1 INCH = 100 FEET

SURVEY DATE: 07-20-11

PLAT DATE: 02-09-12

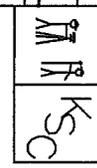
JOB NUMBER: 12-055

CAD NAME: 12-055

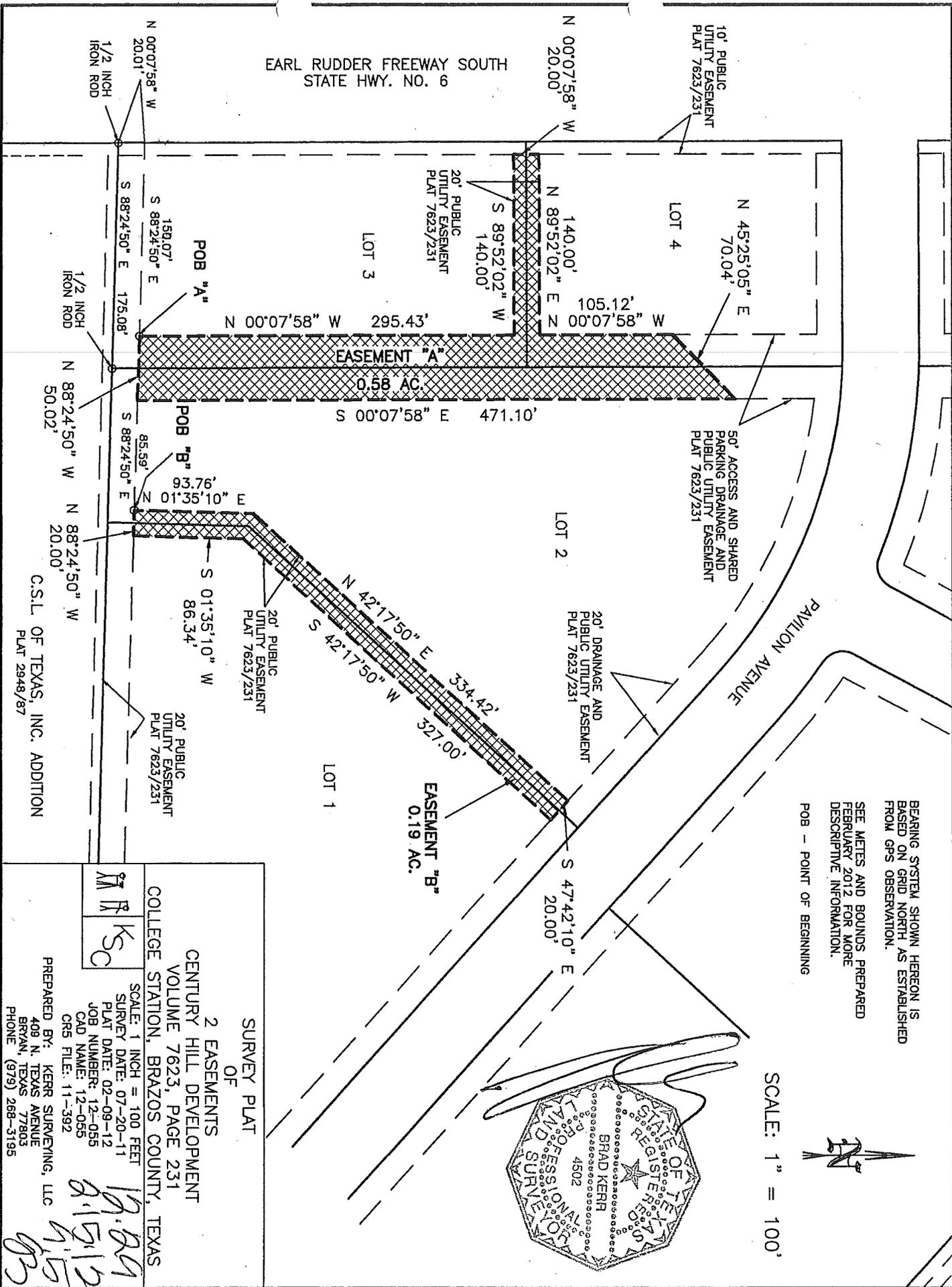
CRS FILE: 11-392

PREPARED BY: KERR SURVEYING, LLC

409 N. TEXAS AVENUE
 BRYAN, TEXAS 77803
 PHONE (979) 268-3195



12-15-12
 12-15-12
 12-15-12



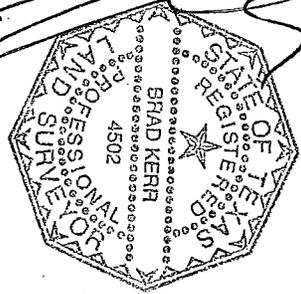
BEARING SYSTEM SHOWN HEREON IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

SEE METES AND BOUNDS PREPARED FEBRUARY 2012 FOR MORE DESCRIPTIVE INFORMATION.

POB - POINT OF BEGINNING



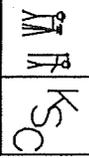
SCALE: 1" = 100'



SURVEY PLAT OF
2 EASEMENTS
CENTURY HILL DEVELOPMENT
VOLUME 7623, PAGE 231
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1 INCH = 100 FEET
 SURVEY DATE: 07-20-11
 PLAT DATE: 02-09-12
 JOB NUMBER: 12-055
 CAD NAME: 12-055
 CRS FILE: 11-392

PREPARED BY: KERR SURVEYING, LLC
 408 N. TEXAS AVENUE
 BRYAN, TEXAS 77803
 PHONE (979) 268-3195



12.29
 2.15
 2.15

DETENTION POND AND COMMON AREA

20' UTILITY EASEMENT
612/589

20' PUBLIC UTILITY
EASEMENT
PLAT 7623/231

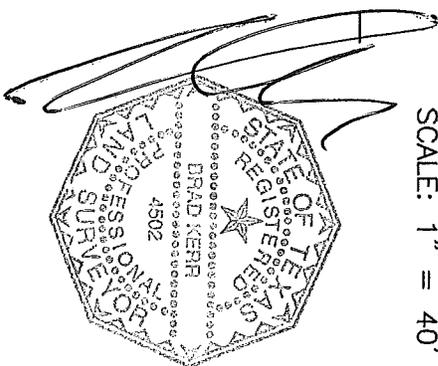
20' PUBLIC UTILITY,
DRAINAGE & DETENTION
POND ACCESS EASEMENT
PLAT 7623/231

10' WATERLINE
EASEMENT
351/182

20' PUBLIC UTILITY
EASEMENT
PLAT 7623/231

1/2 INCH IRON
ROD FOUND

LINE	DISTANCE	BEARING
L1	14.85'	N 47°47'18" W
L2	27.06'	N 00°07'58" W
L3	26.17'	S 00°07'58" E
L4	0.97'	S 89°52'02" W



SCALE: 1" = 40'



POINT OF
BEGINNING

LOT 7

LOT 9

LOT 6

LOT 8

BEARING SYSTEM SHOWN HEREON IS BASED ON
GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.
SEE METES AND BOUNDS PREPARED FEBRUARY
2012 FOR MORE DESCRIPTIVE INFORMATION.

MR KSC

SURVEY PLAT
OF A
PORTION OF A UTILITY EASEMENT
CENTURY HILL DEVELOPMENT
VOLUME 7623, PAGE 231
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1 INCH = 40 FEET
SURVEY DATE: 07-20-11
PLAT DATE: 02-09-12
JOB NUMBER: 12-055
CAD NAME: 12-055
CRS FILE: 11-392
PREPARED BY: KERR SURVEYING, LLC
409 N. TEXAS AVENUE
BRYAN, TEXAS 77803
PHONE: (979) 268-3195

18.051
8.15.12
9.15.12

DETENTION POND AND COMMON AREA

20' UTILITY EASEMENT
612/589

20' PUBLIC UTILITY
EASEMENT
PLAT 7623/231

20' PUBLIC UTILITY,
DRAINAGE & DETENTION
POND ACCESS EASEMENT
PLAT 7623/231

10' WATERLINE
EASEMENT
351/182

20' PUBLIC UTILITY
EASEMENT
PLAT 7623/231

1/2 INCH IRON
ROD FOUND

POINT OF
BEGINNING

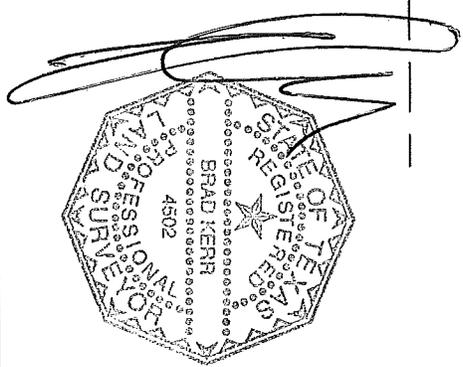
LOT 9

LOT 7

LOT 6

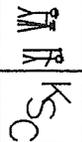
LOT 8

SCALE: 1" = 40'



LINE	DISTANCE	BEARING
L1	14.85'	N 47°47'18" W
L2	13.53'	N 00°07'58" W
L3	12.64'	S 00°07'58" E
L4	0.97'	S 89°52'02" W

SURVEY PLAT
OF A
PORTION OF A WATERLINE EASEMENT
CENTURY HILL DEVELOPMENT
VOLUME 7623, PAGE 231
COLLEGE STATION, BRAZOS COUNTY, TEXAS



SCALE: 1 INCH = 40 FEET
SURVEY DATE: 07-20-11
PLAT DATE: 02-09-12
JOB NUMBER: 12-055
CAD NAME: 12-055
CRS FILE: 11-392

PREPARED BY: KERR SURVEYING, LLC
409 N. TEXAS AVENUE
BRYAN, TEXAS 77803
PHONE (979) 266-3195

BEARING SYSTEM SHOWN HEREON IS BASED ON
GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.
SEE METES AND BOUNDS PREPARED FEBRUARY
2012 FOR MORE DESCRIPTIVE INFORMATION.

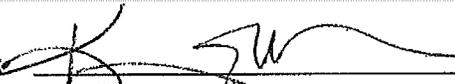
Application for Abandonment of
a Public Right-of-Way/Easement

Location: Lot 1, 2, 3, 4 & 7 Century Hill Development 7623/231

EXHIBIT NO. 3

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

ATMOS ENERGY

By:  _____
Title: Sr. Engineer _____

VERIZON TELEPHONE COMPANY

By: _____
Title: _____

SUDDENLINK COMMUNICATIONS

By: _____
Title: _____

BRYAN TEXAS UTILITIES

By: _____
Title: _____

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

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ATMOS ENERGY

By: _____
Title: _____

VERIZON TELEPHONE COMPANY

By: B. J. Vaidak
Title: Section Mgr - N.W. Engineering

SUDDENLINK COMMUNICATIONS

By: _____
Title: _____

BRYAN TEXAS UTILITIES

By: _____
Title: _____

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

Location: Lot 1, 2, 3, 4 & 7 Century Hill Development 7623/231

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ATMOS ENERGY

By: _____

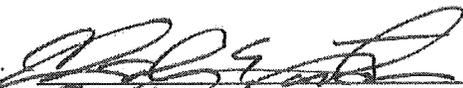
Title: _____

VERIZON TELEPHONE COMPANY

By: _____

Title: _____

SUDDENLINK COMMUNICATIONS

By:  _____

Title: Construction Coordinator

BRYAN TEXAS UTILITIES

By: _____

Title: _____

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

Location: Lot 1, 2, 3, 4 & 7 Century Hill Development 7623/231

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ATMOS ENERGY

By: _____

Title: _____

VERIZON TELEPHONE COMPANY

By: _____

Title: _____

SUDDENLINK COMMUNICATIONS

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: Shaundee Green

Title: Div. Mgr. of Engineering

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

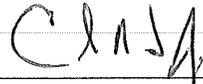
Location: Lot 1, 2, 3, 4 & 7 Century Hill Development 7623/231

EXHIBIT NO. 4

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



City Engineer
City of College Station



Building Official
City of College Station



Zoning Official
City of College Station

Fire Marshal
City of College Station

Electric Department
City of College Station

Water Services Department
City of College Station

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

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City Engineer
City of College Station

Building Official
City of College Station

Zoning Official
City of College Station



Fire Marshal
City of College Station

Electric Department
City of College Station

Water Services Department
City of College Station

Application for Abandonment of
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City Engineer
City of College Station

Building Official
City of College Station

Zoning Official
City of College Station

Fire Marshal
City of College Station



Electric Department
City of College Station 2/22/12

Water Services Department
City of College Station

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

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City Engineer
City of College Station

Building Official
City of College Station

Zoning Official
City of College Station

Fire Marshal
City of College Station

Electric Department
City of College Station

Franklin G. Smith 1 MAR 12

Water Services Department
City of College Station

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

Location: Lot 1, 2, 3, 4 & 7 Century Hill Development 7623/231

EXHIBIT NO. 5

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

NAME: _____

ADDRESS: _____

April 12, 2012
Regular Agenda Item No. 2
1017 Fairview Owner Agreement – Home Reconstruction Loan Program

To: David Neeley, City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding approval of the Owner Agreement for the Home Reconstruction Loan Program activity at 1017 Fairview

Relationship to Council Strategic Plan: Financially Sustainable City, Core Services and Infrastructure, Neighborhood Integrity, and Diverse Growing Economy

Recommendation(s): Staff recommends approval.

Summary: At their October 27th meeting, the Council approved guidelines for a Home Reconstruction Loan Program. The guidelines make reconstruction an option for clients unable to rehabilitate their homes under the City's Home Rehabilitation Loan Program. Homes would be reconstructed with HOME Investment Partnership Grant Funds through an agreement between the home owner, the City as project manager, and the successful contractor.

The owner of 1017 Fairview has applied to the program and met all program criteria. Rehabilitation of the structure at 1017 Fairview was deemed to be infeasible and staff recommends a Reconstruction Loan activity under the HOME Reconstruction Loan Program.

Main provisions of the Owner Agreement include:

- Assistance of up to \$110,000 to demolish and reconstruct the dwelling at 1017 Fairview for owner occupancy. Staff estimates a bid of \$79,000.
- Assistance of up to \$40,000.00 as specified in the City's Program for the actual pay off amount of any other liens or mortgages. The property currently has a mortgage lien of approximately \$28,000.
- Assistance will be in the form of a mixed loan – up to half of the assistance amount capped at \$40,000 in the form of a deferred, 0% interest, forgivable loan amortized using a monthly rate based on the number of months in a fifteen (15) year lien period. This portion of the loan will be forgiven at this rate over the fifteen (15) year lien period. The remainder will be in the form of a 3% interest loan with monthly payments for a specified term.
- The Owner will be responsible for their own voluntary relocation arrangements, including any and all moving fees. Relocation costs are not an eligible expense under this Program.

Budget & Financial Summary: \$107,159 of Federal HOME Investment Partnership funds have been approved in the 2011 Annual Action Plan.

Attachments:

Attachment 1: Owner Agreement for Reconstruction Loan Program activity at 1017 Fairview

Attachment 2: Timeline for Reconstruction Activity at 1017 Fairview

**CITY OF COLLEGE STATION
COMMUNITY DEVELOPMENT HOUSING RECONSTRUCTION PROGRAM
OWNER AGREEMENT**

CONTRACT NO. 12-181

This Agreement is between the **CITY OF COLLEGE STATION, TEXAS** ("City"), and **JANIE MIRELES** ("Owner"). .

WHEREAS, Owner has applied for financial assistance pursuant to the City's Community Development Housing Reconstruction Program in order to obtain adequate, decent, safe, and sanitary housing;

WHEREAS, City has determined that rehabilitation of Owner's existing dwelling is not a feasible alternative, and Owner has otherwise qualified for financial assistance under the City's Housing Reconstruction Program (the "City's Program"); and

WHEREAS, City has notified Owner that he will be responsible for his own voluntary relocation arrangements from the current occupied, substandard, that is not able to be rehabilitated residence including costs during the demolition and reconstruction period. Relocation costs are not an eligible expense under this Program.

NOW, THEREFORE, City and Owner for and in consideration of the covenants and promises as set forth herein do agree as follows:

1. Property. City shall provide financial assistance to Owner in the form of a Note and Deed of Trust for the purpose of paying off Owner's current mortgage, demolishing the Owner's current, substandard, residence that is not able to be rehabilitated and reconstruct a new residence ("Project"). The current residence and the future residence ("Property") are located at:

1017 Fairview Avenue in College Station, Texas; being more particularly described by its legal description as follows: All that certain lot, tract or parcel of land lying and being situated in Brazos County, Texas and being Lot Sixteen (16) and six (6) feet of Lot Fifteen (15) , Block Four (4), Breezy Heights an addition to The City of College Station, Brazos County, Texas, according to the Plat recorded in Volume 125, Page 433 of the Deed Records of Brazos County, Texas.

2. Financial Assistance. The City will provide financial assistance to Owner for the cost of Project. Owner understands that the City's maximum budgetary authority for the Project is subject to the City's Program Guidelines and will be financed by the City as part of Real Estate Lien Notes and may not, under any circumstances, exceed

a. One Hundred Ten Thousand Dollars **\$110,000.00** as specified in the City's Program for the demolition and construction, and

b. Forty Thousand Dollars \$40,000.00 as specified in the City's Program for the actual pay off amount of any other liens or mortgages

3. **Real Estate Lien Note.** Owner will execute a first Note for the payment of the Owner's current mortgage, subject to the City's approval. Owner will execute a second Note for the entire Project. The second Note and Deed of Trust will assume the first Note when it is executed by the Owner after all the conditions of the first Note has been satisfied. For the second Note the Owner will receive mixed loan with two parts up to half of the assistance amount capped at \$40,000 in the form of a deferred, 0% interest, forgivable loan potentially to be forgiven in full fifteen (15) years from the date of the loan's promissory note from Owner to City (the "Note"). The remainder will be in the form of a 3% interest loan with monthly payments for a specified term. Monthly payment shall not exceed 30% of Owners gross monthly income as determined by the City.

a. **Forgivable Term.** On the second executed Note, if before the expiration of the fifteen (15) year forgivable term or the repayable term of the Note, the Owner moves from, sells or transfers the Property, Owner agrees to sell or lease the Property to a low or moderate-income family as stated this Agreement and in subsequent executed Deeds of Trusts. If prior to the expiration of the fifteen year forgivable term or the repayable term of the Note, Owner moves from, sells, or transfers the Property without selling or leasing the Property to a low or moderate-income family or otherwise defaults under the terms of the Note or deed of trust, Owner shall repay the then outstanding balance due on the Note.

4. **Deed of Trust.** The Note will be secured by a Deed of Trust from Owner to City on the replacement residence and its lot or tract, the Property. Provided that Owner continues to satisfy occupancy requirements as outlined in the Program Guidelines and fully complies with all other provisions of the Note and the Deed of Trust the amount of the outstanding principal balance for the forgivable loan portion shall be reduced by one/one-hundred and eightieth (1/180) per month during the term of the Note. Owner agrees to execute two separate Deeds of Trust, in a form approved by the City, for the benefit of City upon the Property. The First Deed of Trust will be for the mortgage payoff. Owner will execute a second Deed of Trust for the entire Project. The Deeds of Trusts may include the following terms:

a. Owner must reside on the Property for not less than fifteen (15) years or until repayment portion of assistance is repaid in full.

b. In the event that Owner sells, transfers, or moves from the Property during the fifteen (15) year period or while a balance is still owed to the City for the repayable portion, Owner agrees to either:

1. Sell or offer the Property for sale to a low or moderate-income family that has been qualified by the City's Community Development Office; or

2. Lease the Property to a low or moderate-income family at a rental rate that makes the Property affordable to such a family. In the event of a lease under this

subparagraph, Owner must continue to maintain the Property to meet all applicable City Ordinances.

5. **Temporary Relocation and Fees**

a. Relocation. The Owner will be responsible for his own voluntary relocation arrangements from the Owner's current, substandard, residence that is not able to be rehabilitated this include any and all moving fees.. Relocation costs are not an eligible expense under this Program. Owner agrees to voluntarily to vacate permanently the currently substandard, residence that is not able to be rehabilitated after the City gives the Owner ten (10) calendar days notice of the need to vacate.

b. Replacement Housing. The Owner's replacement housing will be in accordance with HUD guidelines and will comply with all City of College Station Code of Ordinances.

c. Fees. The Owner will be liable for payment all taxes, utility fees, and living costs during the demolition and reconstruction period. Owner is responsible for and agrees to pay the following: (1) utility transfer or hook-up fees (2) the cost for adequate temporary housing, and (3) other expenses determined necessary by City to complete the temporary relocation of Owner.

6. **Construction Bid and Contract and Construction**

a. Bids. The City will advertise bids for the demolition and reconstruction of the Owner's residence. The City will assist the Owner in compiling the bid packet. The City will assist the Owner in the acceptance of the bid proposal.

b. Construction Contract. The Owner will execute along with the Contractor and the City a Construction Contract on a form that will be provided by the City, upon approval by the City Council. The City will monitor performance, and quality of work by the Contractor through periodic on site inspections until work is completed as specified in the Construction Contract documents and until the final inspection report is signed by Owner. The City will release the City-financed portion of draws according to the payment schedule set forth in the Construction Contract documents.

c. Demolition. Owner agrees and hereby irrevocably authorizes the complete demolition and removal of the currently occupied dwelling and clearance by City of the entire property. Owner hereby agrees to forfeit any and all rights to salvage materials or fixtures from the currently-occupied dwelling prior to, during, or after demolition. Owner further releases City from any and all claims arising from this demolition work.

d. Progress Inspections. City will maintain the photographic work needed for the write-up and documentation, carry out on-site inspections to monitor contractor performance and quality assurance, and process approved change orders for performance of additional or modified work activities, as required by the construction.

e. Defects. Owner agrees that it is his responsibility to see the contractor completes the work specified and that City has no responsibility for any faulty or incomplete work of the construction contractor. Owner also agrees that hidden or latent conditions not covered by the original inspection or work write-up are not the fault of City, nor is City liable for such conditions.

f. Change Orders. Owner agrees not to allow any changes or additions to the plans and specifications in the Construction Contract without written approval of a change order from the City. Owner understands and agrees that any work agreed to by Owner and the Contractor and undertaken without the City's prior written approval shall be at the sole and entire expense of the Owner and shall be the sole responsibility of the Owner. Owner agrees to consider any change orders presented by the Contractor and having the City's approval.

g. Breach. In the event that Owner wishes to terminate the Construction Contract with the contractor, Owner must obtain concurrence of City. Owner understands and agrees that breach, including delays, of the Construction Contract by either Owner or contractor shall constitute grounds, pursuant to this Agreement, for City to revoke its funding for this project, and exercise its security interest in the Property for the purpose of recovering any City funding already disbursed. Waiver of any breach under this Agreement does not constitute a waiver of other breaches. Owner further agrees that City, as the Owner's Representative, may, and is hereby authorized to terminate the Construction Contract for any breach of that contract by the Contractor.

h. Certificate of Occupancy. Owner agrees to vacate temporary housing and take immediate possession and occupy the replacement dwelling within ten (10) days of issuance of the Certificate of Occupancy.

7. Owner must abide by the Following Laws. Owner further agrees to comply with all applicable local, state, and federal laws, ordinances, and regulations, including but not limited to those set forth below.

a. For any property constructed under this Agreement that lies within the 100 year flood plain, the Owner agrees to purchase Federal Flood Insurance as required under the Flood Plain Protection Act of 1973, 42 U.S.C. 4001.

b. Owner agrees to comply with the policies and procedures relating to removal and non-use of lead-based paints in accordance with the Lead-Based Paint Poisoning Prevention Safety Act, 42 U.S.C. §§ 4821-4846, and the implementing regulations at 27 C.F.R. § 35.

c. Owner agrees to comply with the provisions of 24 C.F.R. § 24 relating to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement on ineligibility status.

d. Owner further agrees to comply with all the terms and conditions contained in the City's Community Development Administrative Guidelines, the Housing Rehabilitation and Minor Repair Program Guidelines, the Housing Reconstruction Program Guidelines, the Note, and the Deed of Trust.

8. Owner agrees to keep the Property including to, but not limited to the following conditions:

- a.** The Property must be maintained to meet all applicable City Ordinances;
- b.** The exterior of the replacement residence must be maintained in good repair, including siding, weatherproofing, roof, windows, and doors;
- c.** All vegetation on the Property, including any lawn, turf, shrubs, bushes, and trees, must be maintained and trimmed on a regular basis;
- d.** The interior of the replacement residence will be kept in a clean and sanitary living condition;
- e.** The full value of the Property, with all improvements to it, must be fully insured against loss by a standard homeowner's policy, a copy of which shall be provided to and approved by City and will list City as certificate holder and any payments of hazard or homeowner's insurance premiums will be paid timely; and
- f.** Monthly payments to the City will be paid in a timely manner; and
- g.** Mortgage payments will be paid in a timely manner; and
- h.** Property taxes on the Property and any other taxes will be paid on a timely basis.

9. Indemnification. In consideration of the financial assistance provided to Owner as described above, Owner agrees to and shall indemnify and hold harmless and defend City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, or for breach of contract, arising out of or in connection with the construction of a replacement dwelling and the demolition work done by City or a contractor under this Agreement. This indemnity shall apply regardless of whether such injuries, death, damages, or breach are caused in whole or in part by the negligence of City.

10. Release. Owner assumes full responsibility for the work to be performed under this Agreement and releases, relinquishes, and discharges City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be third persons, Owner, or employees of either of the parties hereto) and any loss of or

damage to property (whether the loss or damage be that of either of the parties or of third parties) caused by or alleged to be caused by, arising out of, or in connection with the work to be performed under this Agreement. This release shall apply regardless of whether said claims, demands and causes of action are covered in whole or in part by insurance and regardless of whether said injury, death, loss, or damage is caused in whole or in part by the negligence of the City.

11. Term and Termination. The term of this Agreement will be from when the City executes it until the Owner executes the second Note and Deed of Trust as mentioned above. The City may terminate this agreement for convenience with thirty (30) days written notice to the Owner.

12. Amendment. This Agreement may only be amended by written instrument approved and executed by the parties.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between the parties other than what are set forth or described herein, unless another agreement is executed by the City and Owner.

13. Venue. The parties further agree that this Agreement shall be interpreted under the laws of the State of Texas and that exclusive venue for all matters pertaining to the performance or interpretation of this Agreement shall be in Brazos County, Texas.

14. Assignment. This Agreement and the rights and obligations contained herein may not be assigned by Owner without the prior written approval of City.

15. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. The words "Owner" and "City" and all personal pronouns or relative words used in this Agreement with reference to the parties will apply regardless of number or gender

OWNER

Janie Mireles
Owner's Signature

Janie Mireles
Owner's Printed Name

Date: 3-23-12

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

Allen C. John

City Attorney
Date: _____

Executive Director Business Services
Date: _____