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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, June 28, 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:

- June 14, 2012 Workshop
- June 14, 2012 Regular Council Meeting

b. Presentation, possible action, and discussion regarding a resolution to improve efficiency of contract administration procedures by omitting the need for contract resolutions for our two standard forms of agreement that have been adopted by Council, and to authorize staff to modify the Standard Form of Construction Services by adding a paragraph providing for the contract amount.

- c. Presentation, possible action and discussion regarding the approval of a contract between the City of College Station and Westnet Inc. for \$ 515,220.23 for the upgrading of the Fire Station Alerting System in all 6 Fire Stations and authorizing the City Manager to execute the contract on behalf of the City Council.
- d. Presentation, possible action, and discussion regarding approval of a supplement to the original contract with EnRoute Emergency Systems, for the purchase of a software interface between EnRoute's CAD system and the WestNet First-In alerting system in the amount of \$14,500.
- e. Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Bryan Texas Utilities in the amount of \$60,000 for the purposes of BTU temporarily operating College Station's electric transmission system and authorizing the City Manager to execute the contract on behalf of the City Council.
- f. Presentation, possible action and discussion to consider an agreement for the Wellborn Special Utility District to transfer their water through the College Station water system.
- g. Presentation, possible action and discussion of the First Amendment to Water Code Section 13.255 Agreement Regarding Retail Water Service Areas entered into between the City and Wellborn Special Utility District regarding the provision of water service to approximately 1100 acres south of Greens Prairie Road and west of Arrington Road.
- h. Presentation, possible action and discussion to consider an agreement for the Wellborn Special Utility District to provide temporary water service to the Berry property.

### **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.

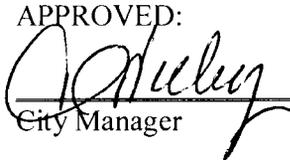
If an individual does not wish to address the City Council, but still wishes to be recorded in the official minutes as being in support or opposition to an agenda item, the individual may complete the registration form provided in the lobby by providing the name, address, and comments about a city related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

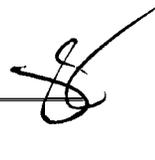
1. Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 0.20 Acre portion of Meadowland Street Right-of-Way, which is located at 100 Meadowland Street between Hensel Street and University Drive within the North Park Subdivision according to the plat recorded in Volume 465, Page 37 of the Deed Records of Brazos County, Texas.

2. Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 0.34 acre public access easement located at 100 Meadowland Street between Hensel Street and University Drive. The 0.34 acre public access easement is a portion of the previously abandoned right-of-way of Meadowland Street reserved as public access easement per Ordinance No. 2010-3232 by the City of College Station.
3. Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 484.5 square foot public utility easement, a 7,177 square foot public utility easement, a 0.59 acre public utility easement, and a 3,456 square foot public utility easement located at 100 Meadowland Street between Hensel Street and University Drive.
4. Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning from C-1 General Commercial to R-4 Multi-Family for approximately 0.7 acres and R-4 Multi-Family to C-1 General Commercial for approximately 0.85 acres for the properties located at 2041 Holleman Drive West and 1451 Harvey Mitchell Parkway South, generally located at the corner of Holleman Drive West and Harvey Mitchell Parkway South.
5. Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Freese and Nichols, Inc. in the amount of \$482,032 for the Drainage Master Plan and authorizing the City Manager to execute the contract on behalf of the City Council.
6. Presentation and discussion on upcoming Board and Commission appointments.
7. Adjourn.

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

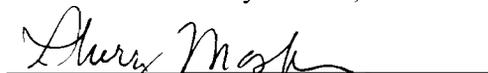
APPROVED:

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



Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, June 28, 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 22nd day of June, 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](http://www.cstx.gov). The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on June 22, 2012 at 5:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

City Council Regular Meeting  
Thursday, June 28, 2012

Page 4

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](http://www.cstx.gov). Council meetings are broadcast live on Cable Access Channel 19.

**June 28, 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:

- June 14, 2012 Workshop
- June 14, 2012 Regular Council Meeting

**Attachments:**

- June 14, 2012 Workshop
- June 14, 2012 Regular Council Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP  
CITY OF COLLEGE STATION  
JUNE 14, 2012

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry, Mayor

**Council:**

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

**City Staff:**

Kathy Merrill, Deputy City Manager  
Frank Simpson, Deputy City Manager  
Carla Robinson, City Attorney  
Sherry Mashburn, City Secretary  
Shelley Major, Records Management Coordinator

**1. 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 5:00 p.m. on Thursday, June 14, 2012 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

**2. Executive Session**

In accordance with the Texas Government Code §551.071-Consultation with Attorney, the College Station City Council convened into Executive Session at 5:00 p.m. on Thursday, June 14, 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
- Tracy Lynn Sheets, City of College Station (Intervener) v. Get Lucky. L.L.C. d/b/a Lux Nightclub and Alex Taylor Ford
- Patricia Kahlden, individ. and as rep. of the Estate of Lillie May Williams Bayless v. Laura Sue Streigler, City of College Station and James Steven Elkins, No. 1 1-003172-CV-272, in the 272nd District Court of Brazos County, Tx.

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

- Legal issues regarding the City wheeling water with other water utility providers.
- October 2006 Economic Development Agreement with Radakor, L.L.C.
- Legal issues related to 2004 Economic Development Agreement Between College Station, RVP and Fidelis Ventures, LLC.

The Executive Session adjourned at 6:47 p.m. on Thursday, June 14, 2012.

### **3. Take action, if any, on Executive Session.**

**MOTION:** Upon a motion made by Councilmember Mooney and a second by Councilmember Fields, the City Council voted six (6) for and none (0) opposed, to approve a settlement in the case of Tracey Sheets, Plaintiff, and City of College Station, Intervenor, v. Get Lucky, LLC dba Lux Nightclub and Alex Ford, Defendants, of the City's workers' compensation lien that provides the City of College Station to receive the amount of \$65,000 net of expenses and plaintiff's statutory attorney's fees, to redirect and/or assign to Sheets any funds collected pursuant to the restitution judgment in favor of the City of College Station from Ford and to authorize the City Manager to execute any documents necessary to finalize the settlement of this matter consistent with the approval of this motion. The motion carried unanimously.

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

Item 2j was pulled for additional clarification.

*2j:* Frank Simpson, Deputy City Manager, reported there is no contracted amount for maintenance. He is not aware of any values to be placed on the signs. At best, there will be estimates and assumptions.

### **5. Presentation and discussion on a report from the Bryan-College Station Convention and Visitors Bureau regarding the activities of the organization.**

Shannon Overby, with the Convention/Visitors Bureau, provided a presentation to the Council regarding the activities of the organization. There are five Executive Board members, three of which are appointed by the City of College Station. Frank Simpson, Deputy City Manager, also serves as an ex officio member. In response to the internal audit conducted by the City, the CVB

developed a new method of reporting the CVB's impact. They also updated the Employee Handbook and the Policies and Procedures Manual. There was an immediate cultural change within the CVB organization, and financial controls were put into place. This year, they have hosted fifty-three sports events, booked over forty group tours, and conventions have booked over 11,000 definite room nights. Due to online hotel bookings, they have seen a 41% increase in room nights sold and realized over \$2,000 in commissions. They have created a Museum Pass for visitors. They worked closely with the Mayor and the Public Communications department on a response to Coach Muschamp. They are pleased to report they are a Friendliest Town finalist. For economic development, they are working on a study for Kyle Field, the SEC transition and a HOT fund grant application. Cost savings were realized when they renegotiated existing contracts, executed a lease between the CVB and the City. She reported the CVB has partnerships with Blinn, TAMU, the Brazos Valley Fair & Expo, the Arts Council and Chamber of Commerce, TEEX, etc. Still to come are new emerging markets, wayfinding completion is scheduled for mid-August, the Kyle Field study, SEC transitions, hospitality training, the Blinn Bowl, a second marathon, and Seven on Seven. A little further out in the future, they are looking at medical corridor marketing, a new community marketing manager position, transportation, DMAP –CVB accreditation, Veterans Park addition, and May 2013 as Hospitality Month.

#### **6. Presentation, possible action and discussion regarding proposed Hotel Occupancy Tax Fund event grant application, review and approval process.**

Frank Simpson, Deputy City Manager, reported there have been better efforts to utilize the City's hotel occupancy tax dollars. CVB initiatives, taken from the 2011 Indigo Report, included wayfinding, strengthen stakeholder relationships, and creating a standardized allocation process for HOT fund requests. The City initiatives seek to build upon the sports market by enhancing and upgrading existing sports facilities and fields. The City also wishes to see a planned market analysis and feasibility study for a multi-use sports venue.

The overall framework for the HOT Fund Event Grant Program contains the following elements:

- Standardize the process to consider requests for events not included in the CVB budget;
- Applications submitted to CVB for evaluation of requests and provides recommendation to City to fund or not;
- CVB to evaluate on basis if funds will likely improve success of event and will positively impact local hotel industry;
- City then considers CVB recommendation to fund or not; and
- HOT funds for these Event Grants remain in City budget and disbursed on event basis.

Program details specify that the sponsoring organization of event must be tax-exempt; a completed application must be submitted to CVB no later than 120 days prior to event (90 days is still being evaluated); and if funds are for advertisement purposes, then the focus is to target visitors from greater than a 60 mile radius from Bryan/College Station. Additionally, the CVB must review and give prior approval of marketing and promotional materials to be eligible for HOT funding; it is the responsibility of the applicant to monitor the number of event guests staying in Bryan/College Station hotels (the CVB will oversee and assist with this

documentation); and City staff will approve smaller CVB recommended requests, while the City Council will approve larger requests, such as the Blinn Bowl.

Staff is recommending that the Council direct staff to complete preparation of the necessary policies, procedures, and forms to implement the HOT Event Grant Funding Program. It was noted that City staff should include funds in the City's HOT Fund 2012-2013 Budget for this program.

## **7. Council Calendar**

- **June 19 Citizen's Fire Academy Graduation in Council Chambers at 6:00 p.m.**
- **June 20 BVSWMA Board Meeting at Twins Oaks Facility - 2690 SH30, 11:00 a.m.**
- **June 20 RVP Board Meeting at RVP, 3:00 p.m.**
- **June 21 Health & Safety Expo at Brazos Center, 10:00 a.m.**
- **June 21 P&Z Workshop/Meeting in Council Chambers at 6:00 p.m. (Dave Ruesink, Liaison)**
- **June 28 City Council Executive/Workshop/Regular Meeting at 5:00, 6:00 and 7:00 p.m.**

Council reviewed the Council calendar.

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

Councilmember Fields requested an item to consider having some economists to independently review our policies, without bias and gratis, to see if there is any impact on local businesses. There was no consensus.

**9. 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, BVSWMA, 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.**

Councilmember Lyles reported on the Brazos County Health Department meeting.

Councilmember Fields reported on the Arts Council.

Mayor Berry reported on the MPO.

**10. Adjournment**

**MOTION:** There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 7:05 p.m. on Thursday, June 14, 2012.

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

ATTEST:

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

DRAFT

MINUTES OF THE REGULAR CITY COUNCIL MEETING  
CITY OF COLLEGE STATION  
JUNE 14, 2012

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry

**Council:**

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

**City Staff:**

Kathy Merrill, Deputy City Manager  
Frank Simpson, Deputy City Manager  
Carla Robinson, City Attorney  
Sherry Mashburn, City Secretary  
Shelley Major, Records Management Coordinator

**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 7:13 p.m. on Thursday, June 14, 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.**

**MOTION:** Upon a motion made by Councilmember Lyles and a second by Councilmember Mooney, the City Council voted six (6) for and none (0) opposed, to approve the absence request from Julie Schultz. The motion carried unanimously.

**Presentation by the Veteran's Memorial Board of Directors on the newly unveiled commemorative statue: "Don't Give Up the Ship" located at Veteran's Park.**

Representatives of the Veterans' Memorial Board presented the Council with a framed replica of the panel in Veterans Park for the War of 1812 in thanks for the City's continued support and the special support by City employees David Schmitz, Brian Hilton and Amy Zaragoza.

### **Presentation by Sister Cities on recent trip to Salamanca Mexico.**

Councilmember Ruesink and representatives of the Sister Cities delegation reported on their trip to Salamanca, Mexico and showed a slide show of trip highlights. A brief overview of economic development opportunities and potential future exchanges was given.

### **Citizen Comments**

There were no Citizen Comments.

### **CONSENT AGENDA**

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

- **May 22, 2012 Special Workshop**
- **May 24, 2012 Workshop**
- **May 24, 2012 Regular Council Meeting**
- **June 6, 2012 Joint Meeting with the Citizens' Charter Review Advisory Commission**

**2b. Presentation, possible action, and discussion on Resolution 06-14-12-2b, approving a Texas Commission on Environmental Quality (TCEQ) and Brazos Valley Council of Governments Grant Application (BVCOG) in the amount of \$9,200.00.**

**2c. Presentation, possible action, and discussion regarding Change Order #2 in the amount of \$4,700 to the Jones Butler Road Extension professional services contract with Jones and Carter, Inc.**

**2d. Presentation, possible action, and discussion regarding approval of a emergency purchase for the remount and refurbishing of a Frazer Type I Generator powered Module onto a 2012/2013 Chevrolet C3500 5.7L gasoline chassis with an air suspension system from Knapp Chevrolet at a cost of \$80,000.**

**2e. Presentation, possible action, and discussion regarding Resolution 06-14-12-2e, approving a construction contract for the demolition and reconstruction of 1017 Fairview to Orion Construction in the amount of \$93,765.00 using federal HOME Investment Partnership Grant (HOME) funds.**

**2f. Presentation, possible action, and discussion regarding the renewal of an annual price agreement with Crafcot Texas, Inc. for the purchase of Crack Sealant and Detack Material in the amount of \$12,660.65. This action authorizes the City Manager to execute the renewal agreement on behalf of the City Council.**

**2g. Presentation, possible action, and discussion regarding the renewal of an annual price agreement with Brazos Paving, Inc. for the purchase of Cement Stabilized Base Rock for an amount not to exceed \$248,000 and authorizing the City Manager to execute the renewal agreement on behalf of the City Council.**

**2h. Presentation, possible action, and discussion regarding the renewal of an annual price agreement to Brazos Paving, Inc. for the purchase of Cement Stabilized Sand for an amount not to exceed \$137,000 and authorizing the City Manager to execute the renewal agreement on behalf of the City Council.**

**2i. Presentation, possible action, and discussion authorizing the payment of Retention and Expansion, and Payroll Grants in a total amount of \$45,000 to Reynolds & Reynolds.**

**2j. Presentation, possible action and discussion on a funding agreement amendment between the City of College Station and the Bryan-College Station Convention and Visitors Bureau (BCSCVB) for FY 12 in the amount of \$256,000 for expenses related to Phase One of the Wayfinding Program for Bryan/College Station.**

Items 2b, 2e, 2i, and 2j were pulled for a separate vote.

**MOTION:** Upon a motion made by Councilmember Lyles and a second by Councilmember Mooney, the City Council voted six (6) for and none (0) opposed, to approve the Consent Agenda, less items 2b, 2e, 2i, and 2j. The motion carried unanimously.

**(2b)MOTION:** Upon a motion made by Councilmember Lyles and a second by Councilmember Brick, the City Council voted six (6) for and none (0) opposed, to adopt Resolution 06-14-12-2b, approving a Texas Commission on Environmental Quality (TCEQ) and Brazos Valley Council of Governments Grant Application (BVCOG) in the amount of \$9,200.00. The motion carried unanimously.

**(2e)MOTION:** Upon a motion made by Councilmember Lyles and a second by Councilmember Mooney, the City Council voted five (5) for and one (1) opposed, with Councilmember Fields voting against, to adopt Resolution 06-14-12-2e, approving a construction contract for the demolition and reconstruction of 1017 Fairview to Orion Construction in the amount of \$93,765.00 using federal HOME Investment Partnership Grant (HOME) funds. The motion carried.

**(2i)MOTION:** Upon a motion made by Councilmember Mooney and a second by Councilmember Lyles, the City Council voted five (5) for and one (1) opposed, with Councilmember Fields voting against, to authorize the payment of Retention and Expansion, and Payroll Grants in a total amount of \$45,000 to Reynolds & Reynolds. The motion carried.

**(2j)MOTION:** Upon a motion made by Councilmember Brick and a second by Councilmember Mooney, the City Council voted five (5) for and one (1) opposed, with Councilmember Fields voting against, to approve the funding agreement amendment between the City of College Station and the Bryan-College Station Convention and Visitors Bureau (BCSCVB) for FY 12 in the amount of \$256,000 for expenses related to Phase One of the Wayfinding Program for Bryan/College Station. The motion carried.

## **REGULAR AGENDA**

### **1. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2012-3419, amending Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning approximately 0.855 acres located at 111 North Dowling Road, generally located at the intersection of Harvey Mitchell Parkway and Wellborn Road, from A-0 Agricultural Open and A-P Administrative Professional to C-1 General Commercial.**

At approximately 7:35 p.m. Mayor Berry opened the Public Hearing.

Don Jones, 804 Berry Creek, spoke in favor of the request.

There being no further comments, the Public Hearing was closed at 7:37 p.m.

**MOTION:** Upon a motion made by Councilmember Fields and a second by Councilmember Lyles, the City Council voted six (6) for and none (0) opposed, to approve Ordinance 2012-3419, amending Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning approximately 0.855 acres located at 111 North Dowling Road, generally located at the intersection of Harvey Mitchell Parkway and Wellborn Road, from A-0 Agricultural Open and A-P Administrative Professional to C-1 General Commercial. The motion carried unanimously.

### **2. Presentation, possible action, and discussion on the Sunset Advisory Commission Report to the City Council with the Commission's recommendations for Council-appointed boards, commissions and committees.**

**MOTION:** Upon a motion made by Councilmember Mooney and a second by Councilmember Lyles, the City Council voted six (6) for and none (0) opposed, to accept the Sunset Advisory Commission report along with the recommendations. The motion carried unanimously.

### **3. Presentation, possible action, and discussion regarding the development of the Lick Creek Park Nature Center and the Advisory Committee's recommendation.**

**MOTION:** Upon a motion made by Councilmember Brick and a second by Councilmember Lyles, the City Council voted six (6) for and none (0) opposed, to accept the report, noting the preferences of the committee, and affirming the Council's desire to go forward as part of the budget process. The motion carried unanimously.

### **4. Presentation, possible action, and discussion on Resolution 06-14-12-4, for a Construction Contract with Bryan Construction Co. in the amount of \$2,304,300, for the construction of the Lick Creek Wastewater Treatment Plant Miscellaneous Improvements.**

**MOTION:** Upon a motion made by Councilmember Fields and a second by Councilmember Mooney, the City Council voted six (6) for and none (0) opposed, to adopt Resolution 06-14-12-4, for a Construction Contract with Bryan Construction Co. in the amount of \$2,304,300, for the

construction of the Lick Creek Wastewater Treatment Plant Miscellaneous Improvements. The motion carried unanimously.

**5. Presentation, possible action and discussion to approve authorizing award of contract 11-335 with the Reynolds Company for the replacement of SCADA Man-Machine Interface in an amount not to exceed \$520,000.**

**MOTION:** Upon a motion made by Councilmember Fields and a second by Councilmember Mooney, the City Council voted six (6) for and none (0) opposed, to authorize award of contract 11-335 with the Reynolds Company for the replacement of SCADA Man-Machine Interface in an amount not to exceed \$520,000. The motion carried unanimously.

**6. Adjournment.**

**MOTION:** There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 9:01 p.m. on Thursday, June 14, 2012.

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

ATTEST:

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

**June 28, 2012**  
**Consent Agenda Item No. 2b**  
**Contract Administration Procedures**

**To:** David Neeley, City Manager

**From:** Jeff Kersten, Executive Director Business Services

**Agenda Caption:** Presentation, possible action, and discussion regarding a resolution to improve efficiency of contract administration procedures by omitting the need for contract resolutions for our two standard forms of agreement that have been adopted by Council, and to authorize staff to modify the Standard Form of Construction Services by adding a paragraph providing for the contract amount.

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

**Recommendation(s):** Staff recommends streamlining the contract approval process by omitting the need for contract resolutions for our two standard forms of agreement that have been adopted by Council.

**Summary:** The City has several standard agreements, two of which have been approved by Council. The two standard forms of agreement approved by Council are the Construction Services Contract and the Professional Services Architect & Engineering Contract. Currently, these two contracts are presented to Council with a resolution. In November 2010, Council authorized the City Manager to execute Standard Form Contracts for Construction and Professional Services when a contract resolution was approved and signed by Legal, Mayor and City Secretary. When approved by resolution, it is not required to attach the voluminous contract documents as supporting documentation to the Council coversheet. Generally speaking, all of our contracts on the Council agenda, including our standard and non-standard contracts, are available in the City Secretary's Office for viewing. In the past, this practice reduced the amount of paper printed for Council packets. Now, with electronic Council packets and recent changes to City Manager authorization to sign all contracts approved by Council (February 2012), we would like to further streamline the process and omit the need for resolutions on the two standard forms of agreement adopted by Council. This would mean that all contracts approved by Council; standard and non-standard, would all follow the same process. This resolution will authorize the City Manager to execute all contracts on the Council agenda after the Council has approved the contract. If approved, Staff will modify the Standard Form of Construction Services by adding a paragraph providing for the contract amount.

**Budget & Financial Summary:** None.

**Attachments:**

1. Resolution omitting the need for contract resolutions
2. Modified Standard Form of Construction Services adding a contract amount

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, REVISING CITY COUNCIL CONTRACT APPROVAL PROCEDURES FOR CITY STANDARD FORM OF CONSTRUCTION AGREEMENTS FOR OVER \$50,000 AND ARCHITECTS AND ENGINEERING PROFESSIONAL SERVICES CONTRACTS; AMENDING THE STANDARD FORM OF CONSTRUCTION AGREEMENT FOR OVER \$50,000 BY ADDING A PARAGRAPH WITH THE CONTRACT AMOUNT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of College Station, Texas, has previously adopted standard contract forms for construction services and professional services, to-wit: (a) the Standard Form of Construction Agreement for over \$50,000 and (b) the Architects and Engineering Professional Services Contract; and

**WHEREAS**, the City Council of College Station, Texas, has previously adopted administrative procedures for adoption of changes to said contracts; and

**WHEREAS**, on or about November 10, 2011 the City Council adopted Resolution No. 11-10-11-2c authorizing the City Manager to execute said contracts on behalf of the City when the City Council has duly approved such contracts by adoption of a resolution; and

**WHEREAS**, on or about February 23, 2012 the City Council adopted Resolution No. 02-23-12-2d authorizing the City Manager to execute all contracts on behalf of the City when the City Council has duly approved such contracts; and

**WHEREAS**, the City Council desires to further improve efficiencies for approval of (a) Standard Form of Construction Agreements for over \$50,000 and (b) Architects and Engineering Professional Services Contracts by omitting the need for a City Council resolution; and

**WHEREAS**, the City Council desires to revise the Standard Form of Construction Agreement for over \$50,000 to add a paragraph with the contract amount; now, therefore,

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

**PART 1:** That the facts and recitations set forth in the preamble of this resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof.

**PART 2:** That the City Council hereby finds that a passage of a City Council resolution to approve the following standard form contracts is no longer necessary, and said

contracts may be duly approved by City Council in the same manner as other standard and non-standard agreements without the necessity of a resolution:

- (a) Standard Form of Construction Agreement for over \$50,000 and
- (b) Architects and Engineering Professional Services Contract.

**PART 3:** That the City Council of the City of College Station hereby amends the Standard Form of Construction Agreement for over \$50,000 by adding a new paragraph 3.03 to Section 3 as more specifically set forth in Exhibit "A," attached hereto and made a part of this resolution for all purposes.

**PART 4:** That all previous resolutions in direct conflict with this resolution are hereby superseded and repealed, but only to the extent of such conflict.

**PART 5:** 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

**EXHIBIT "A"**

That City of College Station Standard Form of Construction Agreement, Chapter 3, Award of Contract, is hereby amended by adding a subsection, to be numbered Subsection 3.03, which said subsection shall read as follows:

**"CITY OF COLLEGE STATION  
STANDARD FORM OF CONSTRUCTION AGREEMENT**

....

**3. AWARD OF CONTRACT**

...

**3.03. Contract Amount.** Except in the event of a duly authorized change order approved by the City as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed \_\_\_\_\_/100 Dollars (\$\_\_\_\_\_)."

**June 28, 2012**  
**Consent Agenda Item No. 2c**  
**Fire Station Alerting System**

**To:** David Neeley, City Manager

**From:** Robert Alley, Fire Chief

**Agenda Caption:** Presentation, possible action and discussion regarding the approval of a contract between the City of College Station and Westnet Inc. for \$ 515,220.23 for the upgrading of the Fire Station Alerting System in all 6 Fire Stations and authorizing the City Manager to execute the contract on behalf of the City Council.

**Recommendation(s):** Staff recommends approval of the contract and authorization for the City Manager to execute the contract.

**Summary:** The City of College Station has been awarded the Homeland Security Assistance to Firefighters program grant in the amount of \$210,168. The funding will be used to purchase emergency alerting equipment and have it installed in all (6) fire stations. This will allow fire and emergency medical personnel to greatly improve response times to emergency incidents and will allow our fire stations to meet new standards as it relates to firefighter health and safety. This Grant will be utilized to assist with the cost associated with the upgrading of the fire station alerting system for all 6 fire station. The total contract cost for the upgrade is \$515, 220.23, therefore the total cost to the City of College Station upgrade to the fire station alerting system will be \$305,052.23. The period of performance of this agreement shall end on January 26, 2013.

**Budget & Financial Summary:** This upgrade to the fire station alerting system is in the FY2012 approved budget in the General Governmental and Capital Equipment Capital projects section. This purchase is being done under the GSA's Coop Purchasing program contract number GS-07F-0288X (Schedule 84: "Total Solutions for Law Enforcement, Security, Facilities Management, Fire Rescue, Clothing, Marine Craft and Emergency/Disaster Response") and is exempt from the competitive bidding process.

**Attachments:**

Westnet contract – on file in the City Secretary's Office

## City of College Station

### SERVICE CONTRACT

This contract is by and between the **City of College Station**, a Texas home-rule municipal corporation (the "City"), and **WestNet, Inc.** (the "Contractor"), for the following work: **Provide and install First-In Fire Station Alerting Systems**, a service provided by the Contractor as an independent contractor.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the City as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **Five Hundred Fifteen Thousand Two Hundred Twenty and .23/100 Dollars (\$515,220.23)**. Within **seven (7)** calendar days of completion of the work, the Contractor shall submit his application for payment to the City, and the City shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the City's receipt and the City's approval of the work and the application for payment.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.
4.
  - a. When the original Contract amount plus all change orders is \$50,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$50,000. For such contracts, when a change order results in a total contract amount that exceeds \$50,000, the City Council of the City must approve such change order prior to commencement of the services or work; and
  - b. When the original contract amount plus all change orders is equal to or greater than \$50,000, the City Manager or his designee may approve the written change order provided the change order does not exceed \$50,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council of the City must approve such change order prior to commencement of the services or work; and
  - c. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by

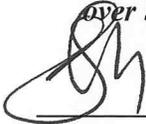
the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:

**180 days after receipt of purchase order and notice to proceed**

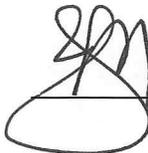
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The City shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described above. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The City will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

8. **OPTION - SELECT A OR B (initial) (both A & B shall apply if contract amount is over \$50,000.00)**

 A.

The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, volunteers, employees, or subcontractors. Said insurance shall list College Station, its employees, and officials as additional named insureds. See Exhibit B for required limits of insurance. Certificates of insurance evidencing the required insurance coverages shall be attached hereto as Exhibit C.

- OR -

 B.

It is further agreed that the Contractor (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the 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 arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action,

suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

9. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the 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 and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. 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 such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.
10. The City is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the City without paying the tax on the materials at the time of purchase.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the City, must verify eligibility for employment as required by IRCA.
12. At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.
16. The parties hereby state that they have read the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors

who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.

- 19. If any provision of this Contract 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 Contract 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.
- 20. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.
- 21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

**WESTNET, INC.**

BY:   
Printed Name: Dawn Matheny  
Title: Contracts Administrator

06/15/2012  
Date

**CITY OF COLLEGE STATION**

BY: \_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

**CITY OF COLLEGE STATION**

APPROVED:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director Business Services

\_\_\_\_\_  
Date

**June 28, 2012**  
**Consent Agenda Item No. 2d**  
**EnRoute CAD Interface to WestNet First-In Alerting System**

**To:** David Neeley, City Manager

**From:** Ben Roper, Information Technology Director

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of a supplement to the original contract with EnRoute Emergency Systems, for the purchase of a software interface between EnRoute's CAD system and the WestNet First-In alerting system in the amount of \$14,500.

**Relationship to Strategic Goals:** Goal I.8 Evaluate public safety needs

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

**Summary:**

This interface will enable the EnRoute Computer Aided Dispatch System to electronically alert the WestNet First-In Station Alerting system upon instruction from College Station's Dispatch personnel. This interface is a necessary component for the implementation of the WestNet First-In Alerting System, the contract of which approval is also being requested at this meeting. The cost for the implementation and testing of this interface between these two systems is \$14,500. Annual maintenance paid to EnRoute Emergency Systems will be increased by \$1,575, due to this additional interface.

**Budget & Financial Summary:** Funds for the interface implementation and testing of this project are from the Fire Emergency Response Alerting System Project. Project Code CG1201. The on-going annual maintenance cost increase will be included in the yearly budgeting for software maintenance in the IT Operating Budget.

**Attachments:** Fire Station Alerting System

Customer Order Form for interface and implementation services  
Scope of Work

# Customer Order Form



## First In Alerting Interface

New Product

**TERMS AND CONDITIONS:**

1. This Customer Order Form (COF), together with any software, hardware, professional services or software support services which are the subject of this Order, shall be subject to the terms and conditions of the existing Agreement(s) between EnRoute Emergency Systems LLC ("EnRoute"), the particulars of which are set out below. Except as otherwise provided herein, the terms and conditions of the said Agreement(s) are incorporated herein by reference including definitions.
2. By signing this COF, Customer represents and warrants that it has obtained all necessary authorizations and approvals to execute this COF and enter into this agreement with EnRoute.
3. Upon receipt of the signed COF EnRoute will schedule the services described below and order the Third Party Software and/or Hardware. EnRoute will not be obligated to deliver any goods or services until the required down payment stated below has been received.
4. EnRoute will invoice Customer for the Software and/or Hardware and Customer shall pay such invoice within thirty (30) days of invoice date. EnRoute will perform services as requested by Customer. Customer will be billed for Services as incurred (i.e. upon completion of each individual deliverable each of which is represented by a line item below). Customer's payment of each invoice is due within 30 days of invoice date.
5. Delivery for all products shipped is FOB Shipping Point.
6. The below prices will be held for ninety (90) days from the date of the Order Form.
7. If it is determined that additional Software, and/or additional services are required that are outside of the scope of this COF, such products, licenses and/or services may be provided on a separate Customer Order Form at EnRoute's then-current rate for those products and/or services.
8. All items related to this Order must be utilized within one year of signing this Order. No refunds or credits are issued for service hours committed but not utilized within such one-year period.
9. Support Fees for newly licensed products will begin upon Delivery of the Software and may be prorated to the end of the current Support Term.
10. No changes or modifications of any kind to this Order shall be accepted after execution unless signed in writing by both parties.
11. Prior to making any modifications for custom programming, the Customer and EnRoute must approve the specifications by signing any necessary Functional Specification Document or such other form as to which the parties agree.
12. Any purchase order or similar document (other than a mutually executed and delivered Customer Order Form) that may be issued by the undersigned Customer in connection with this Customer Order Form does not modify this Customer Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Customer Order Form (or as applicable, the Agreement).

*Particulars of Existing Agreement(s) between EnRoute Emergency Systems LLC, (where applicable, as successor in interest to the Geac Public Safety division of Geac Enterprise Solutions, Inc.), and the Customer:*

1) Agreement for System & Services dated 2/21/2003 being Agreement No 102-S040406A

6/14/2012

(\*the Order Form Date)

<b>Customer:</b> City of College Station <b>Ship To Contact:</b> Kevin Joyner <b>Address:</b> 310 KrenekTap Road <b>City, State Zip:</b> College Station, TX 77842 USA <b>E-mail:</b> kjoyner@cstx.gov <b>FAX #:</b> (979) 764-3664 <b>Phone #:</b> (979) 764-3645	<b>Order #:</b> 102-1202101530	
	<b>Rev #:</b> <b>Date:</b> 6/14/2012 <b>Cust #:</b> 102 <b>Req. by:</b> M. Williams <b>Customer PO #:</b>	
	<b>Existing Agreement Details</b>	
	<b>1</b> System and Services <b>Dated</b> February 21, 2003 <b>Number</b> 102-S040406A	
<b>Bill To Contact:</b> Kevin Joyner <b>Address:</b> 310 KrenekTap Road <b>City, State Zip:</b> College Station, TX 77842 USA <b>E-mail:</b> College Station, TX 77842 USA <b>FAX #:</b> (979) 764-3664 <b>Phone #:</b> (979) 764-3645	<b>2</b> N/A <b>Dated</b> N/A <b>Number</b> N/A	

**Component Systems**

**Process Type:**

Part # (if applicable)	Component System	Quantity	License Fee	Annual Support
1 PSINT46	First-In Alerting System FSCS Interface	1	\$7,500.00	\$1,575.00
<b>TOTALS</b>			<b>\$7,500.00</b>	<b>\$1,575.00</b>

# Customer Order Form

**Support Services**

Annual Support Fee for above listed Products (before any applicable taxes) \$1,575.00

Initial Term of Support: FROM: \_\_\_\_\_ THRU:: \_\_\_\_\_

Fee for Initial Term of Support\*\*\*: TBD

\*\*\* If the Initial Term is less than or more than 12 months, the Fee for Initial Term of Support represents a proportional amount of the Support Fee based on the anticipated delivery date.

Payment is due within 30 days of Invoice Date.  
All amounts are US Dollars unless otherwise specified.

Currency: USD  
Total License Fees (before any applicable taxes) \$7,500.00

Equipment \_\_\_\_\_  
Computer Platform: \_\_\_\_\_  
Operating System: \_\_\_\_\_  
Location: 310 KrenekTap Road  
College Station, TX 77842 USA

Account ID: 102  
Sales Rep ID: 10862  
Sales Rep: M. Williams  
eSales ID: 0

Serial Number: \_\_\_\_\_  
Model: \_\_\_\_\_  
DBMS: \_\_\_\_\_

(if blank, the Delivery Address shall be used for Invoicing):

Delivery Address: City of College Station  
310 KrenekTap Road  
College Station, TX 77842 USA  
Contact Name: Kevin Joyner  
Contact Title: \_\_\_\_\_  
Contact Phone: 9797643645  
Contact eMail: kjoyner@cstx.gov

Invoice Address: City of College Station  
310 KrenekTap Road  
College Station, TX 77842 USA  
Kevin Joyner  
\_\_\_\_\_  
9797643645  
kjoyner@cstx.gov

Delivery is FOB Shipping Point.

THE PARTIES have executed this Order Form through the signatures of their respective authorized representatives.

Customer: EnRoute Emergency Systems LLC

Signature: *Brad Steiner*  
Signature

Typed or Printed Name: BRAD STEINER  
Typed or Printed Name

Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: VP and Deputy General Counsel Date: 6/21/12

# Customer Order Form



Services Only

**TERMS AND CONDITIONS:**

1. This Customer Order Form (COF), together with any software, hardware, professional services or software support services which are the subject of this Order, shall be subject to the terms and conditions of the existing Agreement(s) between EnRoute Emergency Systems LLC ("EnRoute"), the particulars of which are set out below. Except as otherwise provided herein, the terms and conditions of the said Agreement(s) are incorporated herein by reference including definitions.
2. By signing this COF, Customer represents and warrants that it has obtained all necessary authorizations and approvals to execute this COF and enter into this agreement with EnRoute.
3. Upon receipt of the signed COF EnRoute will schedule the services described below and order the Third Party Software and/or Hardware. EnRoute will not be obligated to deliver any goods or services until the required down payment stated below has been received.
4. EnRoute will invoice Customer for the Software and/or Hardware and Customer shall pay such invoice within thirty (30) days of invoice date. EnRoute will perform services as requested by Customer. Customer will be billed for Services as Incurred (i.e. upon completion of each individual deliverable each of which is represented by a line item below). Customer's payment of each invoice is due within 30 days of invoice date.
5. Delivery for all products shipped is FOB Shipping Point.
6. The below prices will be held for ninety (90) days from the date of the Order Form.
7. If it is determined that additional Software, and/or additional services are required that are outside of the scope of this COF, such products, licenses and/or services may be provided on a separate Customer Order Form at EnRoute's then-current rate for those products and/or services.
8. All items related to this Order must be utilized within one year of signing this Order. No refunds or credits are issued for service hours committed but not utilized within such one-year period.
9. Support Fees for newly licensed products will begin upon Delivery of the Software and may be prorated to the end of the current Support Term.
10. No changes or modifications of any kind to this Order shall be accepted after execution unless signed in writing by both parties.
11. Prior to making any modifications for custom programming, the Customer and EnRoute must approve the specifications by signing any necessary Functional Specification Document or such other form as to which the parties agree.
12. Any purchase order or similar document (other than a mutually executed and delivered Customer Order Form) that may be issued by the undersigned Customer in connection with this Customer Order Form does not modify this Customer Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Customer Order Form (or as applicable, the Agreement).

**Particulars of Existing Agreement(s) between EnRoute Emergency Systems LLC, (where applicable, as successor in interest to the Geac Public Safety division of Geac Enterprise Solutions, Inc.), and the Customer:**

- 1) Agreement for System & Services dated 2/21/2003 being Agreement No. 102-S040406A

6/14/2012 (the Order Form Date)

<b>Customer:</b> City of College Station <b>Ship To Contact:</b> Kevin Joyner <b>Address:</b> 310 KrenekTap Road <b>City, State Zip:</b> College Station, TX 77842 USA <b>E-mail:</b> kjoyner@cstx.gov <b>FAX #:</b> (979) 764-3664 <b>Phone #:</b> (979) 764-3645	<b>Order #:</b> 102-1202101530 <b>Rev #:</b> <b>Date:</b> 6/14/2012 <b>Cust #:</b> 102 <b>Req. by:</b> M. Williams <b>Customer PO #:</b>
<b>Bill To Contact:</b> Kevin Joyner <b>Address:</b> 310 KrenekTap Road <b>City, State Zip:</b> College Station, TX 77842 USA <b>E-mail:</b> kjoyner@cstx.gov <b>FAX #:</b> (979) 764-3664 <b>Phone #:</b> (979) 764-3645	<p style="text-align: center;"><b>Existing Agreement Details</b></p> <b>1</b> System and Services <b>Dated</b> February 21, 2003 <b>Number</b> 102-S040406A  <b>2</b> N/A <b>Dated</b> N/A <b>Number</b> N/A

**Professional Services**

Part # (if applicable)	Service Description	Process Type	Estimate Hours	Fees
1	PSGSVC2 Interface Setup, Configuration and Testing per attached Functional Specifications Sheet	MISC FEE	40	\$7,000.00
<b>Total Services Fee</b>				<b>\$7,000.00</b>

Payment is due within 30 days of Invoice Date.

All amounts are US Dollars unless otherwise specified.

**Currency:** USD  
**Total Services Fee (before any applicable taxes)** \$7,000.00

# Customer Order Form

**Equipment** \_\_\_\_\_  
**Computer Platform:** \_\_\_\_\_  
**Operating System:** \_\_\_\_\_  
**Location:** 310 KrenekTap Road  
College Station, TX 77842 USA

**Account ID:** 102  
**Sales Rep ID:** 10862  
**Sales Rep:** M. Williams

**Serial Number:** \_\_\_\_\_  
**Model:** \_\_\_\_\_  
**DBMS:** \_\_\_\_\_

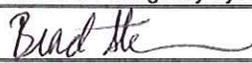
(if blank, the Delivery Address shall be used for Invoicing):

**Delivery Address:** City of College Station  
310 KrenekTap Road  
College Station, TX 77842 USA  
**Contact Name:** Kevin Joyner  
**Contact Title:** \_\_\_\_\_  
**Contact Phone:** 9797643645  
**Contact eMail:** kjoyner@cstx.gov

**Invoice Address:** City of College Station  
310 KrenekTap Road  
College Station, TX 77842 USA  
Kevin Joyner  
9797643645  
kjoyner@cstx.gov

Delivery is FOB Shipping Point.

THE PARTIES have executed this Order Form through the signatures of their respective authorized representatives.

<b>Customer</b>	<b>EnRoute Emergency Systems LLC</b>
Signature	
Typed or Printed Name	<u>BRAD STEINER</u>
Title	<u>VP and Deputy General Counsel</u>
Date	<u>6/21/12</u>

FSS:	First-In Alerting	Author:	Debbie Pulkrabek	Customer:	College Station, Texas
Revision:	2.0	Date:	June 14, 2012	Page:	1 of 4



# FUNCTIONAL SCOPE SHEET

*This document may contain information specified as proprietary and confidential to EnRoute Emergency Systems LLC ("EnRoute") and College Station, Texas. Disclosure of this information to any third party, corporation, agency, or other entity of any kind without the express written permission of EnRoute is prohibited.*

*This scope must be signed, dated, and returned in order for programming to proceed on these changes.*

## Approvals

EnRoute Emergency Systems:

College Station, Texas:

BRAD STEINER  
Name

\_\_\_\_\_  
Name

*Brad Steiner*  
Signature

\_\_\_\_\_  
Signature

6/21/12  
Date

\_\_\_\_\_  
Date

<b>FSS:</b>	<b>First-In Alerting</b>	<b>Author:</b>	<b>Debbie Pulkrabek</b>	<b>Customer:</b>	<b>College Station, Texas</b>
<b>Revision:</b>	<b>2.0</b>	<b>Date:</b>	<b>June 14, 2012</b>	<b>Page:</b>	<b>2 of 4</b>

## ***First-In Alerting Interface***

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### **1. Overview**

Provide an interface to Westnet's updated First-In Alerting System.

### **2. Statement of Scope**

Westnet's updated First-In Alerting System utilizes a First-In System Communications Server ("FSCS"). The EnRoute interface will be referred to as the FSCS Interface, to differentiate it from the existing First-In interface. The interface, data fields, and message formats will comply with the Westnet, Inc. First-In Alerting System API, Version 1.0.3, dated 12/03/10.

The following list specifies the scope of EnRoute's responsibilities for programming the enhancements:

- Create an Interface Parameter Maintenance screen to maintain the information needed by the FSCS interface. Data fields will include:
  - FSCS IP Address
    - Client IP Port (3009)
    - Connection Failure after How Many Attempts (30 recommended)
    - Polling Frequency in Seconds (10 seconds recommended)
    - Message/Alert Failure after How Many Seconds (10 seconds recommended)
  - Emergency button waiting call nature code
  - Auxiliary commands - The parameters will include a section to define auxiliary commands that may be sent to the interface, for example Open Bay Door. The command name or description and the corresponding First-In auxiliary command code must be entered.
- Create an interface to run on the CAD server to communicate with the First-In System Communications Server ("FSCS") via TCP/IP. The FSCS will be the link that will handle communications to the Fire Stations.

The interface will establish and maintain the connection to the FSCS, periodically sending polling messages to the FSCS and receiving acknowledgements from the FSCS, as defined in the interface parameters. If a polling message is not acknowledged by the FSCS in the amount of time defined in the interface parameters, a message will be sent to the Dispatch ME screen that the FSCS server may be down. If the specified number (as defined in the interface parameters) of consecutive connection messages is not acknowledged by the FSCS server, the interface phantom will shut down, after sending a message to the Dispatch ME screen to that effect.

<b>FSS:</b>	<b>First-In Alerting</b>	<b>Author:</b>	<b>Debbie Pulkrabek</b>	<b>Customer:</b>	<b>College Station, Texas</b>
<b>Revision:</b>	<b>2.0</b>	<b>Date:</b>	<b>June 14, 2012</b>	<b>Page:</b>	<b>3 of 4</b>

If an alert message is not acknowledged by the FSCS server in the amount of time defined in the interface parameters, a message will be sent to the Dispatch ME screen that the alert was not received at the specified station(s). This message will let Dispatch know that they need to use the manual key pad entry to the First-In Radio Interface to dispatch the Fire apparatus (First-In Alerting System functionality).

As part of the First-In Alerting System, if the FSCS server does not get confirmation from the fire station(s) of the completed communication, the FSCS server will automatically fail over to sending the alert to the First-In Radio Interface Controller ("FRIC Lite"). All messages to and from CAD will continue to be through the FSCS server.

The interface will send and receive Command Messages and Message Responses.

The following Command Message message types will be utilized:

- 00 = System Status Request (Polling Message)
- 01 = Alert
- 02 = Alert Status Request
- 05 = Auxiliary Command (non-announcing message), i.e. "Open Bay Door"
- 06 = Text Message
- 07 = Unit Status Update
- 08 = Unit Move-up Update
- 09 = Station Link Status Request
- 10 = Test Station
- 12 = Station Generated Command, Emergency Button in station
- 14 = First-In Automated Voice Dispatch System Status request and update

All command messages except the polling message, must contain, at a minimum, the message type, a sequence number which will include the incident number if applicable, and one or more pieces of data.

Unit status messages (command message type 07) will be sent for the following status changes: Enroute, Onscene, Out of district, Available out of station, and Available.

Unit move-up messages (command message type 08) will be sent for any change of quarters.

Upon receipt of an Emergency Button message (command message type 12, station message event code 67), a message will be sent to the Dispatch ME screen. In addition, a waiting call will be created using the nature code defined in the parameter record and the station's address, obtained from the Stations file.

<b>FSS:</b>	<b>First-In Alerting</b>	<b>Author:</b>	<b>Debbie Pulkrabek</b>	<b>Customer:</b>	<b>College Station, Texas</b>
<b>Revision:</b>	<b>2.0</b>	<b>Date:</b>	<b>June 14, 2012</b>	<b>Page:</b>	<b>4 of 4</b>

The following Message Response response codes will be utilized:

- 01 = Command Message Received by FSCS.
- 02 = Pre-announcements are complete for fire stations, "Ready for dispatch" or "Auto Dispatch".
- 03 = Auto Dispatch is being processed.
- 04 = Auto Dispatch announcement is complete. "Ready for dispatch", if needed.
- 05 = Command Message Completed.
- 06 = Received Command Message was not correctly formatted.
- 07 = Alert NOT processed.

Data fields and message formats are defined in the Westnet, Inc. First-In Alerting System API, Version 1.0.3, dated 12/03/10.

- Modify the necessary Fire Dispatch programs to send data to the FSCS interface.
- Add a new command to Fire Dispatch, SAI – Station Alerting Interface, to perform additional functions that are part of the FSCS interface, including:
  - Send Text Message – will prompt for one or more stations or ALL and the message to send.
  - Send Test Alert – will prompt for one or more stations or ALL.
  - Request Station Link Status – will prompt for station; status will display on the same screen with the message "Link Status for Station ## is Up" or "Link Status for Station ## is Down".
  - Send Auxiliary Command – will display the list of auxiliary commands defined in the interface parameter, with radial buttons to select the command to send. Once a command is selected, one or more stations or ALL can then be entered.

### 3. Conditions of Scope

The interface can run on either server but only on one server at a time, or can be run on the message switch. In case of failover to the other CAD server, the interface will have to be started on the then-active CAD server.

College Station is responsible for connectivity between the CAD servers and the FSCS server.

Installation of this enhancement will require a service pack.

No reports, screens, files, or dictionaries will be modified for this scope other than those explicitly described within this document.

**End of Scope Document**

**June 28, 2012**  
**Consent Agenda Item No. 2e**  
**Contract for Transmission Operations with Bryan Texas Utilities**

**To:** David Neeley, City Manager

**From:** David Massey, Director of Electric Utilities

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Bryan Texas Utilities in the amount of \$60,000 for the purposes of BTU temporarily operating College Station's electric transmission system and authorizing the City Manager to execute the contract on behalf of the City Council.

**Relationship to Strategic Goals:** Core Services and Infrastructure – Meet or exceed all state/federal standards.

**Recommendation:** Staff recommends approval of the contract and authorization for the City Manager to execute the contract.

**Summary:** Due to staff turnover, College Station does not currently have an adequate number of NERC certified system operators on staff. Federal and State regulations require all Transmission Operators have at least one NERC certified operator on duty during every shift in Dispatch Operations.

In order to be compliant with NERC regulations, BTU began operating the CSU transmission system on September 1, 2011. This agreement is to continue that service for the period of July 1, 2012 through June 30, 2013 at a cost of \$5,000 per month, or until such time as College Station has an adequate number of NERC certified operators.

**Budget & Financial Summary:** Funds for this contract were not included in the FY12 budget as the need was not known when the budget was developed. It is anticipated that budget can be transferred from other areas in the Electric budget to cover the estimated FY12 expenditure (\$15,000) related to this contract. Funds in the amount of \$45,000 will be included in the FY13 proposed budget for the portion of this expenditure anticipated to occur in FY13.

**Attachment:**  
Contract in City Secretary's Office

**June 28, 2012**  
**Consent Agenda Item No. 2f**  
**Water Wheeling Agreement with Wellborn SUD**

**To:** David Neeley, City Manager

**From:** David Coleman, Director of Water Services

**Agenda Caption:** Presentation, possible action and discussion to consider an agreement for the Wellborn Special Utility District to transfer their water through the College Station water system.

**Relationship to Strategic Goals:** Financially sustainable city providing response to core services and infrastructure.

**Recommendation:** Staff recommends approval of the agreement.

**Summary:** Wellborn Special Utility District has a water well in northern Brazos County that has excess capacity, and they need the water moved to southern Brazos County. Wellborn SUD is planning to build a pipeline for this purpose, but they need an interim solution. They have requested that College Station allow them to pump water from this well into the CS transmission line near the Sandy Point pump station, and then recapture this water at our system interconnects in south College Station.

This proposed agreement would be for a maximum of five years, and within that time frame we will have plenty of spare capacity in our water system to accommodate this extra flow. Wellborn has agreed to pay 69% of our current Commercial Water Rate for the water that's transferred, so we will recoup all of our operational costs, plus a portion of our capital costs. This rate was determined in conjunction with Budget Office personnel, and was calculated so that the City's costs to move the water are covered, plus a proportional share of the debt service of the infrastructure being used in the wheeling process.

Wellborn SUD serves many College Station residents, in neighborhoods such as Williams Creek, Sweetwater Forest, Creek Meadows, Wellborn Oaks, Great Oaks, and many others. This agreement will benefit our citizens, and will also provide College Station with another back-up emergency water supply source.

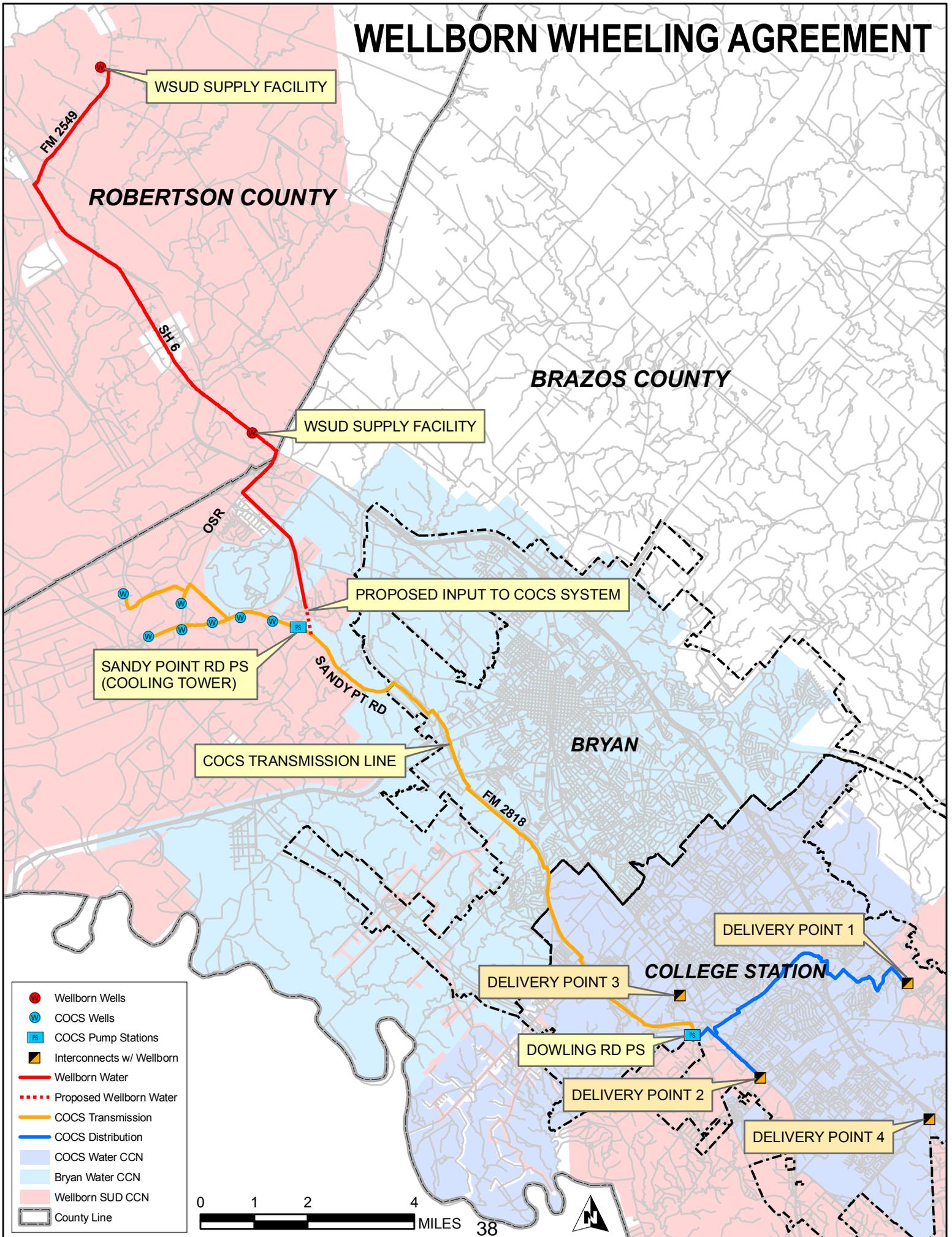
The Wellborn SUD Board approved this agreement on June 19<sup>th</sup>, 2012. City staff recommends approval.

**Budget & Financial Summary:** No budget impacts.

**Attachments:**

1. Map
2. Agreement document on file with City Secretary

# WELLBORN WHEELING AGREEMENT



**ROBERTSON COUNTY**

**BRAZOS COUNTY**

**BRYAN**

**COLLEGE STATION**

WSUD SUPPLY FACILITY

WSUD SUPPLY FACILITY

PROPOSED INPUT TO COCS SYSTEM

SANDY POINT RD PS  
(COOLING TOWER)

COCS TRANSMISSION LINE

DELIVERY POINT 1

DELIVERY POINT 3

DOWLING RD PS

DELIVERY POINT 2

DELIVERY POINT 4

- Wellborn Wells
- COCS Wells
- COCS Pump Stations
- Interconnects w/ Wellborn
- Wellborn Water
- - - Proposed Wellborn Water
- COCS Transmission
- COCS Distribution
- COCS Water CCN
- Bryan Water CCN
- Wellborn SUD CCN
- County Line



**June 28, 2012**  
**Consent Agenda Item No. 2g**  
**Time Extension for Water Service to Area 2**

**To:** David Neeley, City Manager

**From:** David Coleman, Director of Water Services

**Agenda Caption:** Presentation, possible action and discussion of the First Amendment to Water Code Section 13.255 Agreement Regarding Retail Water Service Areas entered into between the City and Wellborn Special Utility District regarding the provision of water service to approximately 1100 acres south of Greens Prairie Road and west of Arrington Road.

**Relationship to Strategic Goals:** Financially sustainable city providing response to core services and infrastructure.

**Recommendation:** Staff recommends approval of the agreement.

**Summary:** Wellborn Special Utility District and the City of College Station reached an agreement two years ago regarding a dispute over who will provide water service to areas annexed in 2002. In this settlement agreement, College Station will provide water service to the approximately 1,100 acre area referred to in the annexation documents as "Area 2." (See attached map.) A time limit of 5 years was established for College Station to extend water lines to this area.

Since development in this area has slowed considerably in recent years, College Station requested an extension of another 5 years, which would make the new deadline June 30, 2020 to get water service to Area 2. The Wellborn SUD Board approved this request and the attached agreement on June 19<sup>th</sup>, 2012.

Staff recommends approval.

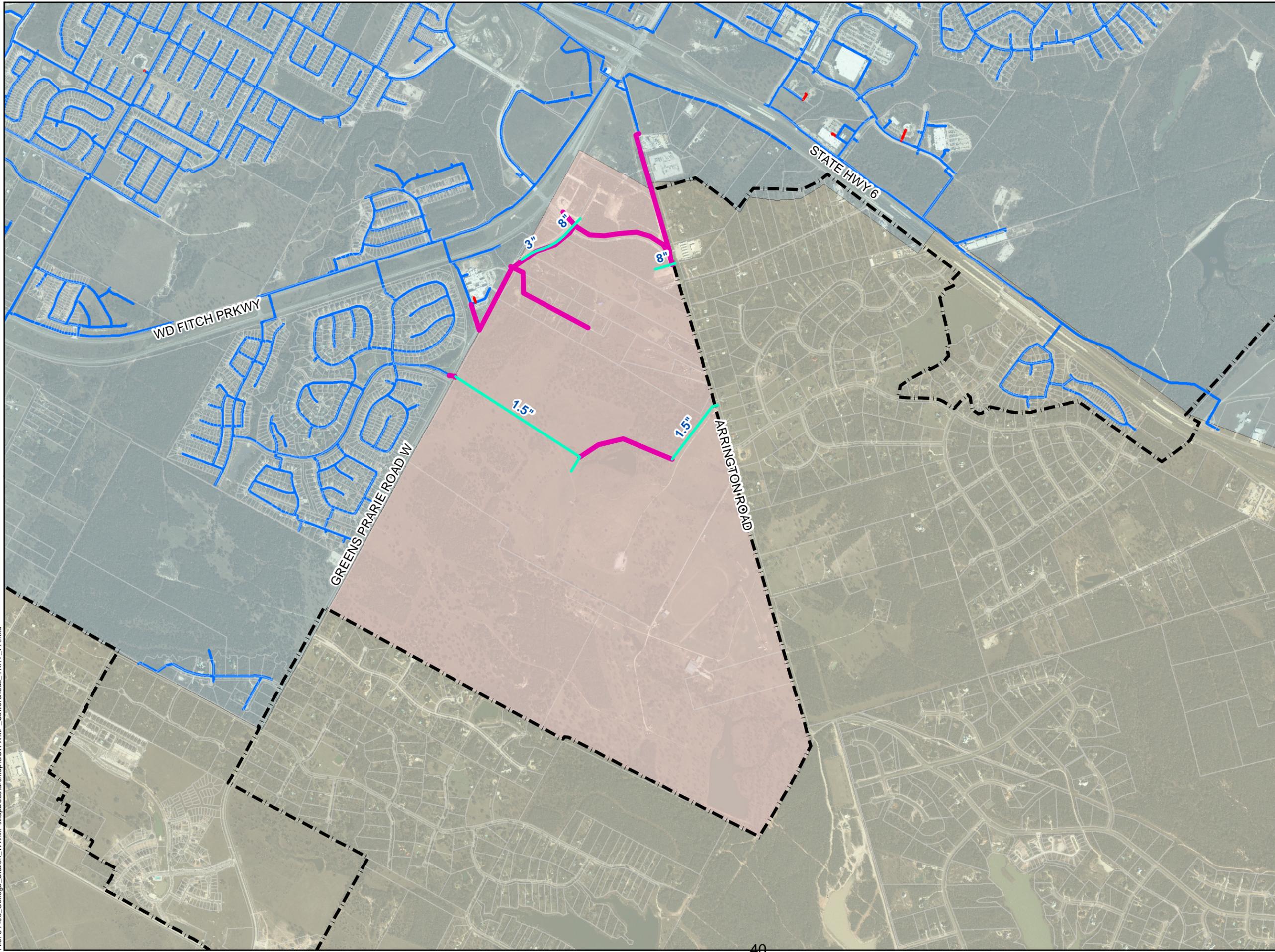
**Budget & Financial Summary:** No budget impacts.

**Attachments:**

1. Map
2. Agreement document on file with City Secretary

# ANNEX AREA 2 WATER LINE EXTENSION CIP (WELLBORN WATER CCN TRANSFER)

- Legend:**
-  Existing COCS WL
  -  Transferred Water Line
  -  Preliminary "Annex Area 2 Water Line Extension CIP" Alignment
  -  College Station City Limits
  -  Annex Area 2 CCN To Be Transferred
  -  Existing COCS Water CCN
  -  Existing Wellborn Water CCN



1 inch = 1,500 feet

JULY 2010

**June 28, 2012  
Consent Agenda Item No. 2h  
Water Service to the Berry Property**

**To:** David Neeley, City Manager

**From:** David Coleman, Director of Water Services

**Agenda Caption:** Presentation, possible action and discussion to consider an agreement for the Wellborn Special Utility District to provide temporary water service to the Berry property.

**Relationship to Strategic Goals:** Financially sustainable city providing response to core services and infrastructure.

**Recommendation:** Staff recommends approval of the agreement.

**Summary:** Mr. Garry Berry and Mr. Bobby Hensarling own a 37-acre tract of land just north of Hwy 60, west of Hwy 47 (see attached map). The property is one-third in the Wellborn SUD water service area, and two-thirds in the College Station water service area. Wellborn is currently providing water service to some buildings on the property that are in the Wellborn service area. The owners want to sell the property, and would like to nail down the question of water service providers, to make the property more marketable.

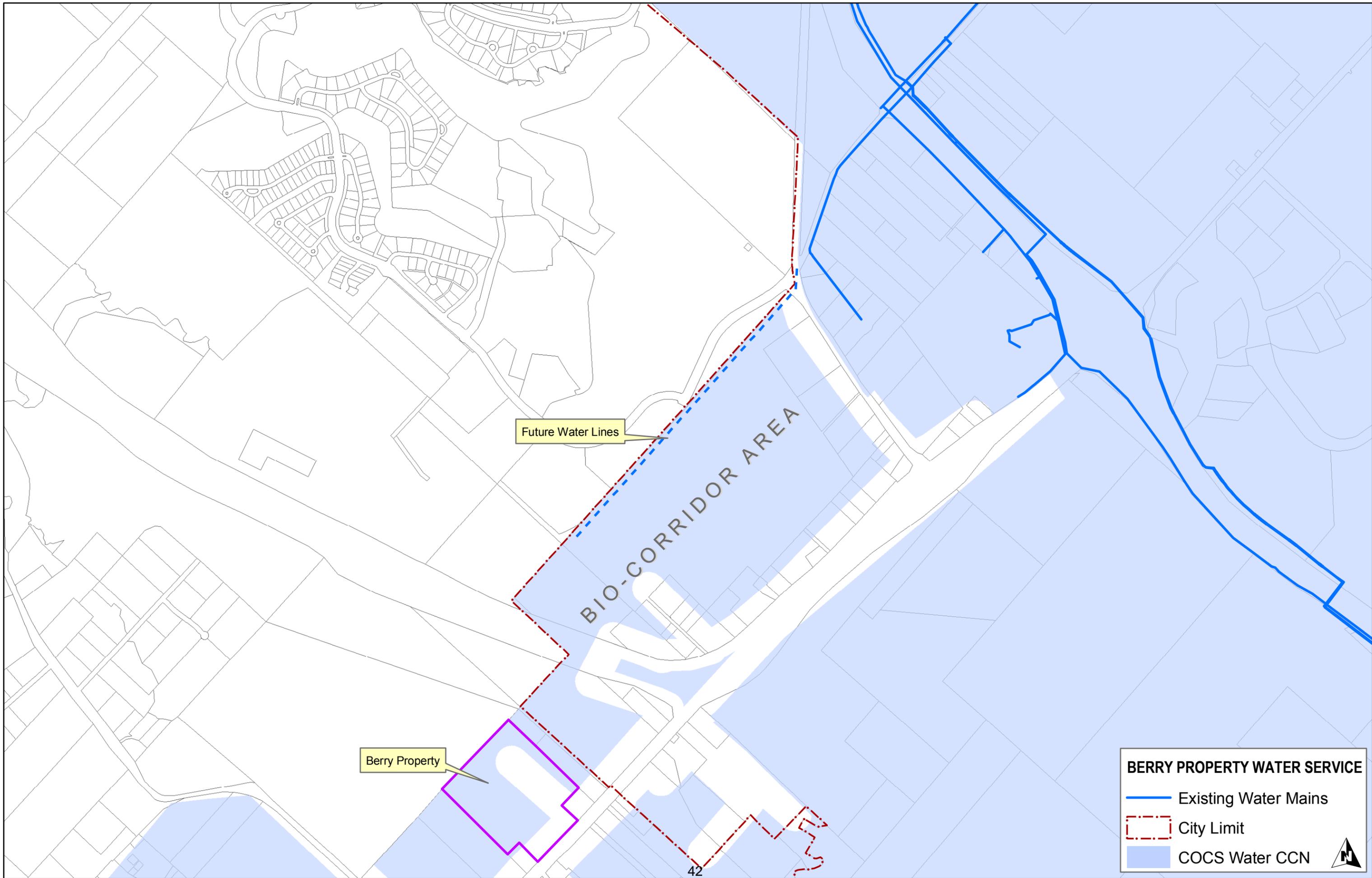
College Station does not have any water lines in this area, and will most likely not extend water lines until significant development projects would provide the installation of that infrastructure. (The cost to extend a 12-inch water line to this area is estimated to be \$375,000.) Until this major development occurs, the Wellborn Special Utility District has agreed to provide water service to the entire tract.

As stipulated in the proposed agreement, Wellborn would provide water service to the entire Berry tract, until such time as the City extends lines to this area. Until that time, Wellborn will provide water, read the meters, and bill any customers on this property. When the City does get water service to this area, lines would be installed for the City to take over the customers who fall within the City service area. This agreement makes good sense, and demonstrates the willingness of the two water providers to work together for mutual benefit. The Wellborn SUD Board approved this agreement on June 19<sup>th</sup>, 2012. City staff recommends approval.

**Budget & Financial Summary:** No budget impacts.

**Attachments:**

1. Map
2. Agreement document on file with City Secretary



Future Water Lines

Berry Property

BIO-CORRIDOR AREA

**BERRY PROPERTY WATER SERVICE**

— Existing Water Mains

- - - City Limit

COCS Water CCN



**June 28, 2012**  
**Regular Agenda Item No. 1**  
**0.20-Acre Right-of-Way Abandonment – 100 Meadowland Street**

**To:** David Neeley, City Manager

**From:** Bob Cowell, Director of Planning and Development Services

**Agenda Caption:** Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 0.20 Acre portion of Meadowland Street Right-of-Way, which is located at 100 Meadowland Street between Hensel Street and University Drive within the North Park Subdivision according to the plat recorded in Volume 465, Page 37 of the Deed Records of Brazos County, Texas.

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

**Summary:** This Right-of-Way Abandonment as written proposes to vacate and abandon the subject portion of Meadowland Street Right-of-Way at 100 Meadowland Street while retaining a Public Utility Easement and Public Access Easement on the entirety of the area requested to be abandoned.

Retaining the easements as noted will provide sufficient public and private utilities coverage, and continue access to existing platted lots for the public, emergency access, and sanitary purposes.

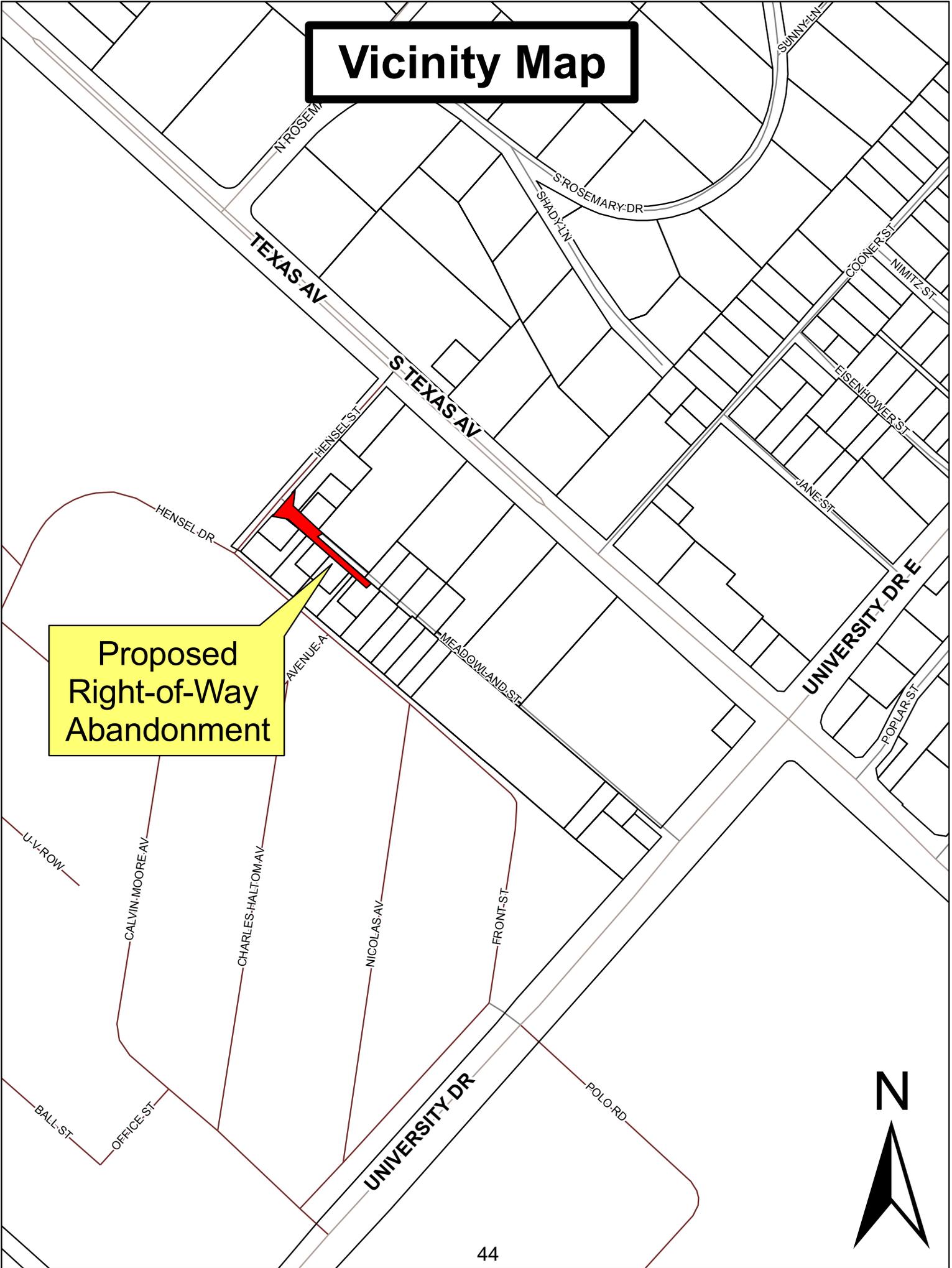
**Budget & Financial Summary:** N/A

**Attachments:**

1. Attachment 1 - Vicinity Map
2. Attachment 2 - Location Map
3. Attachment 3 - Ordinance
4. Attachment 4 - Ordinance Exhibit "A"
5. Attachment 5 - Application for Abandonment (On file at the City Engineer's Office)

# Vicinity Map

Proposed  
Right-of-Way  
Abandonment



# Location Map



**Proposed  
Right-of-Way  
Abandonment**



UNNAMED8643  
45

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

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.20 ACRE PORTION OF MEADOWLAND STREET RIGHT-OF-WAY LOCATED AT 100 MEADOWLAND STREET IN THE CITY OF COLLEGE STATION, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 0.20 Acre portion of Meadowland Street variable width right-of-way, which is located at 100 Meadowland Street between Hensel Street and University Drive within the North Park Subdivision according to the plat recorded in Volume 465, Page 37 of the Deed Records of Brazos County, Texas, as described in Exhibits "A" and "B" attached hereto (such portions collectively hereinafter referred to as the "Right-of-Way"); and

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

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

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

1. The abandonment of the Right-of-Way will not result in property that does not have access to public roadways or utilities;
2. Other than as set forth herein, there is no public need or use for the Right-of-Way;
3. Except as may be provided for in this ordinance, there is no anticipated future public need or use for the Right-of-Way;
4. As set forth in this ordinance, abandonment of the Right-of-Way will not impact access for all public utilities to serve current and future customers;
5. Utility infrastructure exists within the Right-of-Way and the City has a continuing need for currently existing public utilities to remain within

the Right-of-Way, and said uses are expressly not abandoned herein;  
and

- 6. The City has a continuing need for public access within the Right-of-Way to platted lots, and for emergency access and sanitation purposes and such continuing needs are expressly not abandoned; and
- 7. The Right-of-Way is hereby abandoned as a public roadway and is no longer thrown open to the general public except for the following and is in all other respects hereby abandoned.

The City retains a public utility easement and public access easement as defined above on the area described in Exhibit "A"; and  
 The City retains a temporary blanket easement for various utilities and public access as defined above on the area described in Exhibit "B" to be restricted hereafter to the as-built area, and defined by subsequent survey or plat.

PART 2: That the 0.20 acre Right-of-Way known as Meadowland Street and as described in Exhibits "A" and "B" be abandoned and vacated by the City for roadway purposes; provided, however, that the City shall retain a public utility easement and public access easement on the area to be abandoned as set forth above, and the City does not abandon such uses.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

APPROVED:

\_\_\_\_\_  
 Mayor

ATTEST:

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

APPROVED:

Carla A Robinson  
City Attorney

**METES AND BOUNDS DESCRIPTION  
OF A  
0.10 ACRE TRACT  
MEADOWLAND STREET  
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 THAT PORTION OF THE RIGHT-OF-WAY OF MEADOWLAND STREET (40' R.O.W.) NOT PREVIOUSLY ABANDONED AND RESERVED AS A PUBLIC ACCESS AND PUBLIC UTILITY BASEMENT PER ORDINANCE NO. 2010-3232 BY THE CITY OF COLLEGE STATION.

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

**BEGINNING** AT A POINT ON THE SOUTHEAST LINE OF HENSEL STREET MARKING A NORTHWEST CORNER OF LOT 2, BLOCK 1, NORTH PARK, ACCORDING TO THE PLAT RECORDED IN VOLUME 465, PAGE 37 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, FOR REFERENCE A ½ INCH IRON ROD FOUND NEAR SAID CORNER BEARS: S 10° 50' 08" E FOR A DISTANCE OF 0.14 FEET AND A 3/8 INCH IRON ROD FOUND AT THE INTERSECTION OF SAID SOUTHEAST LINE OF THE SOUTHWEST LINE OF TEXAS AVENUE BEARS: N 41° 25' 10" E FOR A DISTANCE OF 398.59 FEET, SAID POINT MARKING THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 25.00 FEET;

**THENCE:** ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 33' 19" FOR AN ARC DISTANCE OF 39.51 FEET (CHORD BEARS: S 03° 51' 29" E - 35.53 FEET) TO THE END OF SAID CURVE;

**THENCE:** S 49° 08' 09" E ALONG THE NORTHEAST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 86.65 FEET TO A ½ INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF LOT 4, BLOCK 1, NORTH PARK, AND THE WEST CORNER OF LOT 1, BLOCK 1, TEXIAN INN ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 726, PAGE 201 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** THROUGH SAID RIGHT-OF-WAY AND ALONG THE NORTHWESTERLY LINES OF SAID ABANDONED PORTION FOR THE FOLLOWING CALLS:

S 40° 56' 04" W FOR A DISTANCE OF 20.00 FEET;;

N 49° 12' 09" W FOR A DISTANCE OF 13.19 FEET;

S 41° 19' 32" W FOR A DISTANCE OF 19.96 FEET TO A POINT ON THE SOUTHWEST LINE OF MEADOWLAND STREET MARKING THE COMMON CORNER OF LOT 2 AND LOT 4, BLOCK 2, NORTH PARK (PLAT 465/37), FOR REFERENCE A ½ INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF MEADOWLAND STREET BEARS: S 49° 02' 57" E FOR A DISTANCE OF 87.20 FEET;

**THENCE:** N 49° 02' 57" W ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 74.11 FEET TO THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 25.00 FEET;

**THENCE:** ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 31' 53" FOR AN ARC DISTANCE OF 39.07 FEET (CHORD BEARS: S 86° 11' 06" W - 35.21 FEET) TO A POINT ON THE SOUTHEAST LINE OF HENSEL STREET MARKING THE END OF SAID CURVE, FOR REFERENCE A ½ INCH IRON ROD FOUND BEARS: N 15° 12' 46" W FOR A DISTANCE OF 0.48 FEET AND ANOTHER ½ INCH IRON ROD FOUND ON

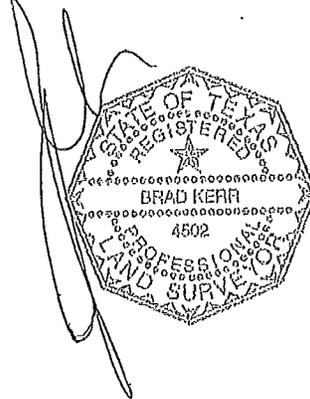
**EXHIBIT A**

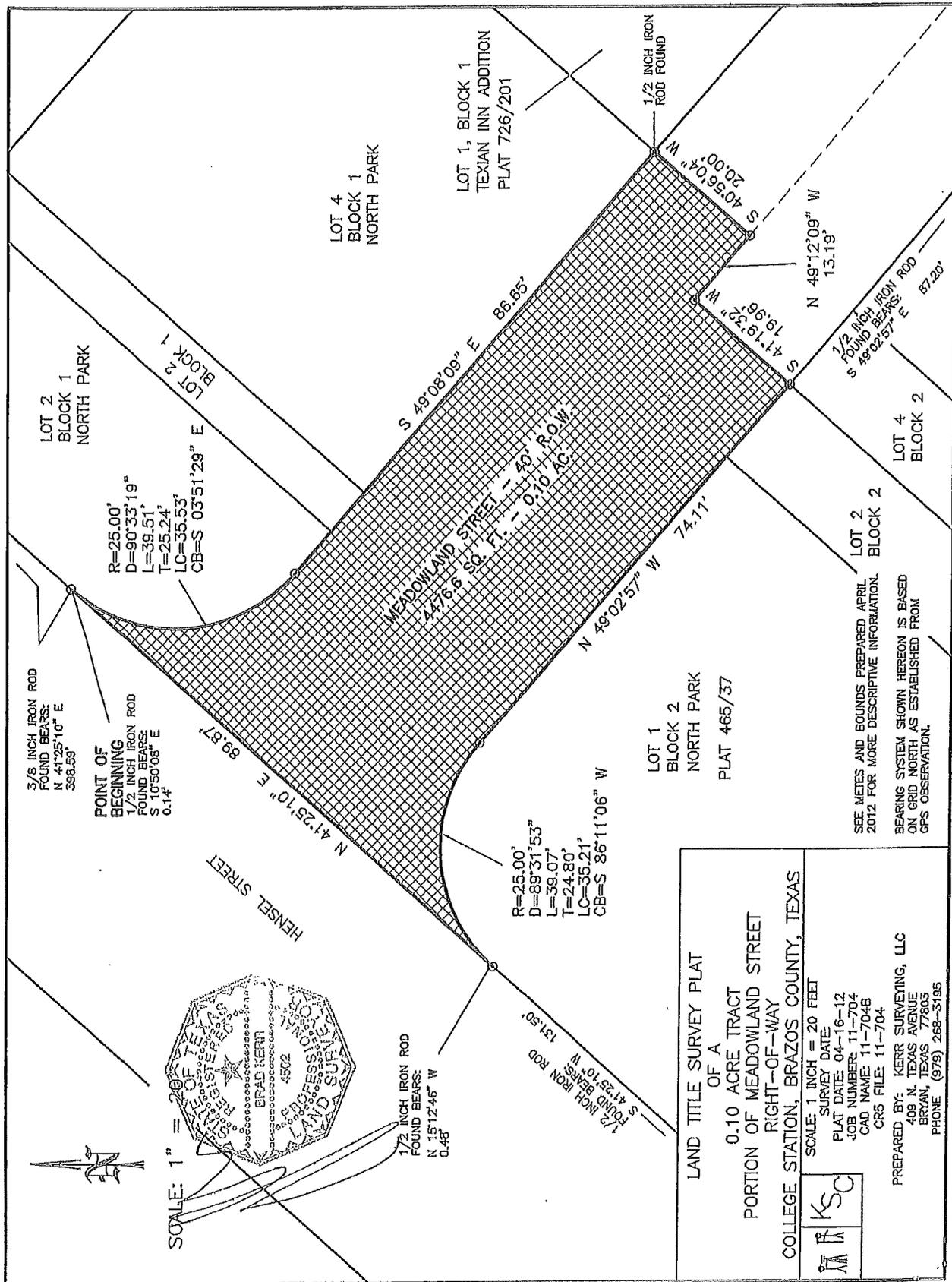
THE SOUTHEAST LINE OF HENSEL STREET MARKING THE WEST CORNER OF LOT 2, BLOCK 2, NORTH PARK, BEARS: S 41° 25' 10" W FOR A DISTANCE OF 131.50 FEET;

THENCE: N 41° 25' 10" E ALONG THE EXTENSION OF THE SOUTHEAST LINE OF HENSEL STREET FOR A DISTANCE OF 89.87 FEET TO THE **POINT OF BEGINNING** CONTAINING 0.10 OF AN ACRE OF LAND, MORE OF LESS, AS SURVEYED ON THE GROUND. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

D:/WORK/MAB/11-704Z.MAB

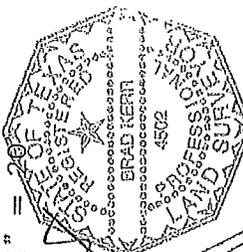




3/8 INCH IRON ROD  
FOUND BEARS:  
N 41°25'10" E  
398.58'

POINT OF BEGINNING  
1/2 INCH IRON ROD  
FOUND BEARS:  
S 10°50'08" E  
0.14'

R=25.00'  
D=90°33'19"  
L=39.51'  
T=25.24'  
LC=35.53'  
CB=S 03°51'29" E



SCALE: 1" = 20'

1/2 INCH IRON ROD  
FOUND BEARS:  
N 15°12'46" W  
0.48'

R=25.00'  
D=89°31'53"  
L=39.07'  
T=24.80'  
LC=35.21'  
CB=S 86°11'06" W

LAND TITLE SURVEY PLAT  
OF A  
0.10 ACRE TRACT  
PORTION OF MEADOWLAND STREET  
RIGHT-OF-WAY  
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1 INCH = 20 FEET  
SURVEY DATE:  
PLAT DATE: 04-16-12  
JOB NUMBER: 11-704  
CAD NAME: 11-704B  
CRS FILE: 11-704

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

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

LOT 2, BLOCK 1 NORTH PARK  
LOT 2, BLOCK 2  
LOT 4, BLOCK 2  
LOT 1, BLOCK 2 NORTH PARK  
PLAT 465/37

LOT 1, BLOCK 1 TEXIAN INN ADDITION  
PLAT 726/201

LOT 4, BLOCK 1 NORTH PARK

MEADOWLAND STREET  
447.66' S 86.61° E 76.17' TO 0.70' R.O.W.

HENSEL STREET

1/2 INCH IRON ROD FOUND

N 41°25'10" E 89.87'  
S 49°08'09" E 86.65'  
S 40°56'04" W 20.00'  
N 49°12'09" W 13.19'  
S 41°19'32" W 19.96'  
S 45°02'57" E 87.20'  
N 49°02'57" W 74.17'

**METES AND BOUNDS DESCRIPTION  
OF A  
0.10 ACRE TRACT  
MEADOWLAND STREET  
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 MEADOWLAND STREET RIGHT-OF-WAY (40' WIDTH) ADJACENT TO NORTH PARK, ACCORDING TO THE PLAT RECORDED IN VOLUME 465, PAGE 37 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

**BEGINNING** AT A POINT ON THE SOUTHWEST LINE OF MEADOWLAND STREET MARKING THE COMMON CORNER OF LOT 2 AND LOT 4, BLOCK 2, NORTH PARK, FOR REFERENCE A 1/2 INCH IRON ROD FOUND MARKING THE WEST CORNER OF SAID LOT 4 BEARS: S 41° 19' 32" W FOR A DISTANCE OF 156.25 FEET;

**THENCE:** N 41° 19' 32" E THROUGH SAID RIGHT-OF-WAY FOR A DISTANCE OF 19.96 FEET;

**THENCE:** S 49° 12' 09" E CONTINUING THROUGH SAID RIGHT-OF-WAY AND ALONG A SOUTHWEST LINE OF A CALLED 0.85 ACRE TRACT, SAID 0.85 ACRE TRACT BEING THAT PORTION OF MEADOWLAND STREET PREVIOUSLY ABANDONED AS PUBLIC RIGHT-OF-WAY BY ORDINANCE NO. 2010-3232 BY THE CITY OF COLLEGE STATION, FOR A DISTANCE OF 213.13 FEET;

**THENCE:** S 40° 51' 56" W CONTINUING THROUGH SAID RIGHT-OF-WAY AND ALONG A NORTHWEST LINE OF SAID 0.85 ACRE TRACT FOR A DISTANCE OF 20.24 FEET TO THE NORTHEAST LINE OF LOT 7, BLOCK 2, NORTH PARK;

**THENCE:** N 49° 08' 04" W ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 39.34 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF LOT 8 AND LOT 6, BLOCK 2, NORTH PARK;

**THENCE:** N 49° 12' 26" W CONTINUING ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 86.75 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF LOT 3 AND LOT 5, BLOCK 2, NORTH PARK;

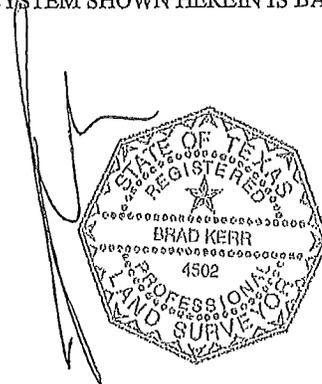
**THENCE:** N 49° 02' 57" W CONTINUING ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 87.20 FEET TO THE **POINT OF BEGINNING** CONTAINING 0.10 OF AN ACRE OF LAND, MORE OF LESS, AS SURVEYED ON THE GROUND. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

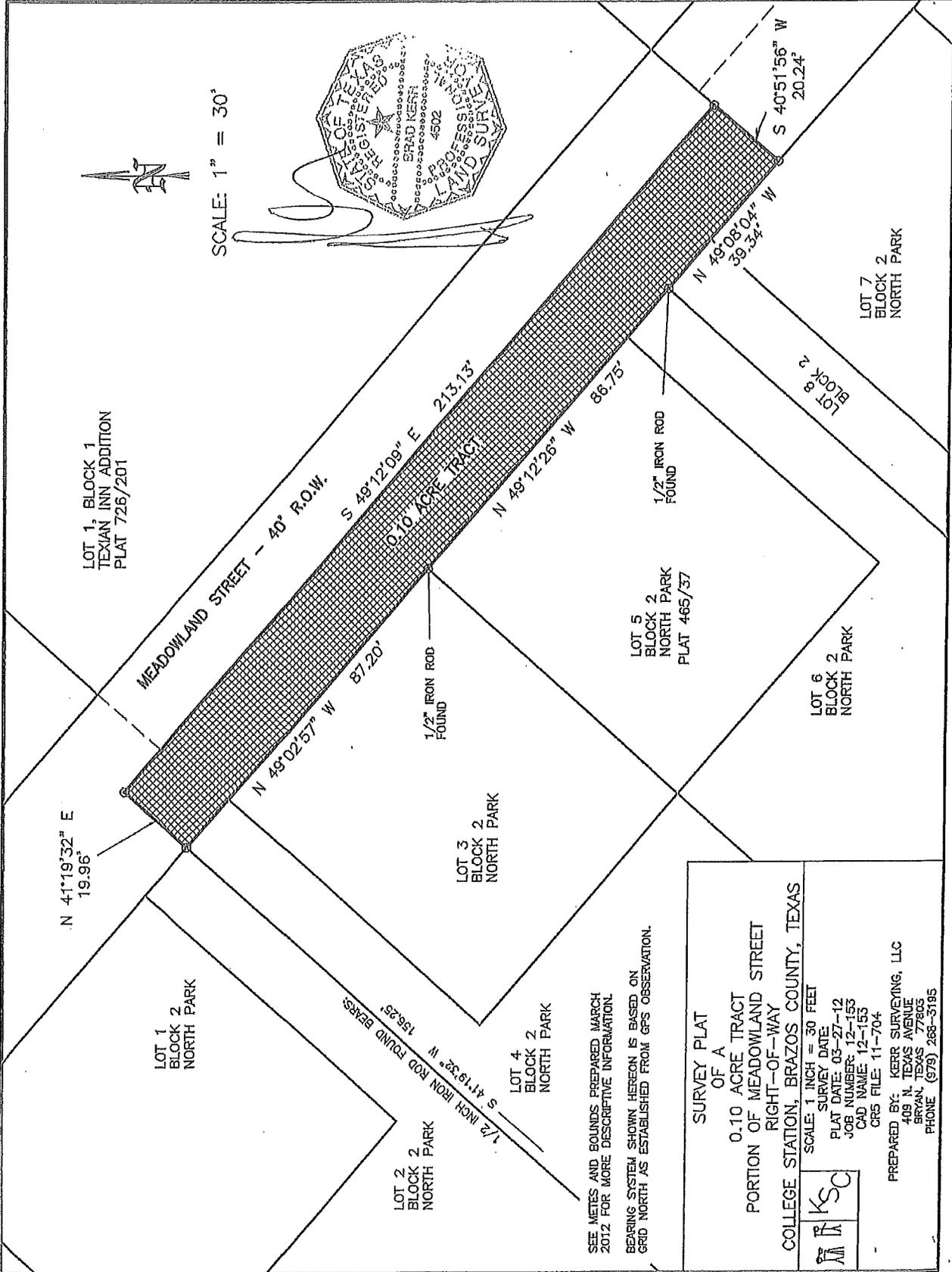
BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

D:/WORK/MAB/12-153-1.MAB

**EXHIBIT B**

1





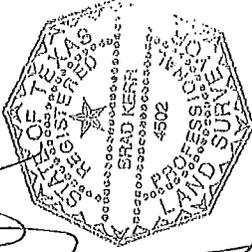
LOT 1, BLOCK 1  
TEXIAN INN ADDITION  
PLAT 726/201

N 41°19'32" E  
19.96'

LOT 1  
BLOCK 2  
NORTH PARK

MEADOWLAND STREET - 40' R.O.W.  
S 48°12'09" E 213.13'

SCALE: 1" = 30'



LOT 2  
BLOCK 2  
NORTH PARK

1/2 INCH IRON ROD FOUND BEARS  
S 41°19'32" W 156.25'

LOT 3  
BLOCK 2  
NORTH PARK

1/2" IRON ROD  
FOUND

0.10 ACRE TRACT  
N 49°12'26" W 86.75'

LOT 5  
BLOCK 2  
NORTH PARK  
PLAT 465/37

1/2" IRON ROD  
FOUND

LOT 6  
BLOCK 2  
NORTH PARK

LOT 8  
BLOCK 2  
NORTH PARK

LOT 7  
BLOCK 2  
NORTH PARK

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

SURVEY PLAT  
OF A  
0.10 ACRE TRACT  
PORTION OF MEADOWLAND STREET  
RIGHT-OF-WAY  
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1 INCH = 30 FEET  
SURVEY DATE: 05-27-12  
PLAT DATE: 05-27-12  
JOB NUMBER: 12-153  
CAD NAME: 12-153  
CRS FILE: 11-704

PREPARED BY: KERR SURVEYING, LLC  
409 N. TEXAS AVENUE  
BRYAN, TEXAS 77802  
PHONE (979) 268-3185

**METES AND BOUNDS DESCRIPTION  
OF A  
0.10 ACRE TRACT  
MEADOWLAND STREET  
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 MEADOWLAND STREET RIGHT-OF-WAY (40' WIDTH) ADJACENT TO NORTH PARK, ACCORDING TO THE PLAT RECORDED IN VOLUME 465, PAGE 37 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

**BEGINNING** AT A POINT ON THE SOUTHWEST LINE OF MEADOWLAND STREET MARKING THE COMMON CORNER OF LOT 2 AND LOT 4, BLOCK 2, NORTH PARK, FOR REFERENCE A ½ INCH IRON ROD FOUND MARKING THE WEST CORNER OF SAID LOT 4 BEARS: S 41° 19' 32" W FOR A DISTANCE OF 156.25 FEET;

**THENCE:** N 41° 19' 32" E THROUGH SAID RIGHT-OF-WAY FOR A DISTANCE OF 19.96 FEET;

**THENCE:** S 49° 12' 09" E CONTINUING THROUGH SAID RIGHT-OF-WAY AND ALONG A SOUTHWEST LINE OF A CALLED 0.85 ACRE TRACT, SAID 0.85 ACRE TRACT BEING THAT PORTION OF MEADOWLAND STREET PREVIOUSLY ABANDONED AS PUBLIC RIGHT-OF-WAY BY ORDINANCE NO. 2010-3232 BY THE CITY OF COLLEGE STATION, FOR A DISTANCE OF 213.13 FEET;

**THENCE:** S 40° 51' 56" W CONTINUING THROUGH SAID RIGHT-OF-WAY AND ALONG A NORTHWEST LINE OF SAID 0.85 ACRE TRACT FOR A DISTANCE OF 20.24 FEET TO THE NORTHEAST LINE OF LOT 7, BLOCK 2, NORTH PARK;

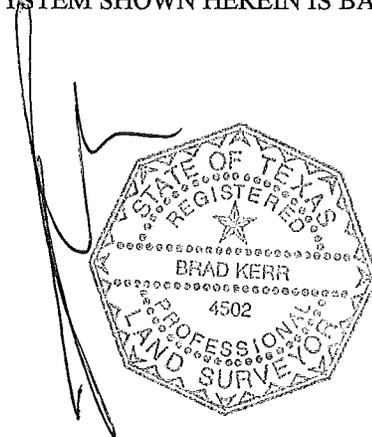
**THENCE:** N 49° 08' 04" W ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 39.34 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF LOT 8 AND LOT 6, BLOCK 2, NORTH PARK;

**THENCE:** N 49° 12' 26" W CONTINUING ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 86.75 FEET TO A ½ INCH IRON ROD FOUND MARKING THE COMMON CORNER OF LOT 3 AND LOT 5, BLOCK 2, NORTH PARK;

**THENCE:** N 49° 02' 57" W CONTINUING ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 87.20 FEET TO THE **POINT OF BEGINNING** CONTAINING 0.10 OF AN ACRE OF LAND, MORE OF LESS, AS SURVEYED ON THE GROUND. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

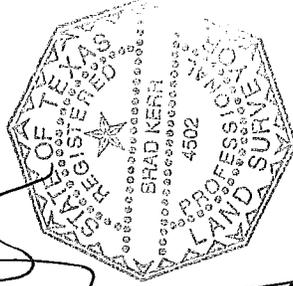
BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

D:/WORK/MAB/12-153-1.MAB





SCALE: 1" = 30'



LOT 1, BLOCK 1  
TEXIAN INN ADDITION  
PLAT 726/201

N 41°19'32" E  
19.96'

MEADOWLAND STREET - 40' R.O.W.

LOT 1  
BLOCK 2  
NORTH PARK

1/2" INCH IRON ROD FOUND BEARS:

LOT 2  
BLOCK 2  
NORTH PARK

1/2" IRON ROD  
FOUND

LOT 3  
BLOCK 2  
NORTH PARK

LOT 4  
BLOCK 2  
NORTH PARK

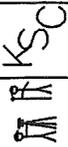
SEE METES AND BOUNDS PREPARED MARCH  
2012 FOR MORE DESCRIPTIVE INFORMATION.

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

SURVEY PLAT  
OF A  
0.10 ACRE TRACT  
PORTION OF MEADOWLAND STREET  
RIGHT-OF-WAY  
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1 INCH = 30 FEET  
SURVEY DATE:  
PLAT DATE: 03-27-12  
JOB NUMBER: 12-153  
CAD NAME: 12-153  
CRS FILE: 11-704

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



S 49°12'09" E 213.13'  
0.10 ACRE TRACT

N 49°12'26" W 86.73'  
1/2" IRON ROD  
FOUND

LOT 5  
BLOCK 2  
NORTH PARK  
PLAT 465/37

N 49°08'04" W  
39.34'

LOT 8  
BLOCK 2

LOT 6  
BLOCK 2  
NORTH PARK

LOT 7  
BLOCK 2  
NORTH PARK

S 40°51'56" W  
20.24'

**METES AND BOUNDS DESCRIPTION  
OF A  
0.10 ACRE TRACT  
MEADOWLAND STREET  
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 THAT PORTION OF THE RIGHT-OF-WAY OF MEADOWLAND STREET (40' R.O.W.) NOT PREVIOUSLY ABANDONED AND RESERVED AS A PUBLIC ACCESS AND PUBLIC UTILITY EASEMENT PER ORDINANCE NO. 2010-3232 BY THE CITY OF COLLEGE STATION.

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

**BEGINNING** AT A POINT ON THE SOUTHEAST LINE OF HENSEL STREET MARKING A NORTHWEST CORNER OF LOT 2, BLOCK 1, NORTH PARK, ACCORDING TO THE PLAT RECORDED IN VOLUME 465, PAGE 37 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, FOR REFERENCE A ½ INCH IRON ROD FOUND NEAR SAID CORNER BEARS: S 10° 50' 08" E FOR A DISTANCE OF 0.14 FEET AND A 3/8 INCH IRON ROD FOUND AT THE INTERSECTION OF SAID SOUTHEAST LINE OF THE SOUTHWEST LINE OF TEXAS AVENUE BEARS: N 41° 25' 10" E FOR A DISTANCE OF 398.59 FEET, SAID POINT MARKING THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 25.00 FEET;

**THENCE:** ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 33' 19" FOR AN ARC DISTANCE OF 39.51 FEET (CHORD BEARS: S 03° 51' 29" E – 35.53 FEET) TO THE END OF SAID CURVE;

**THENCE:** S 49° 08' 09" E ALONG THE NORTHEAST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 86.65 FEET TO A ½ INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF LOT 4, BLOCK 1, NORTH PARK, AND THE WEST CORNER OF LOT 1, BLOCK 1, TEXIAN INN ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 726, PAGE 201 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** THROUGH SAID RIGHT-OF-WAY AND ALONG THE NORTHWESTERLY LINES OF SAID ABANDONED PORTION FOR THE FOLLOWING CALLS:

S 40° 56' 04" W FOR A DISTANCE OF 20.00 FEET;;

N 49° 12' 09" W FOR A DISTANCE OF 13.19 FEET;

S 41° 19' 32" W FOR A DISTANCE OF 19.96 FEET TO A POINT ON THE SOUTHWEST LINE OF MEADOWLAND STREET MARKING THE COMMON CORNER OF LOT 2 AND LOT 4, BLOCK 2, NORTH PARK (PLAT 465/37), FOR REFERENCE A ½ INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF MEADOWLAND STREET BEARS: S 49° 02' 57" E FOR A DISTANCE OF 87.20 FEET;

**THENCE:** N 49° 02' 57" W ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 74.11 FEET TO THE BEGINNING OF A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 25.00 FEET;

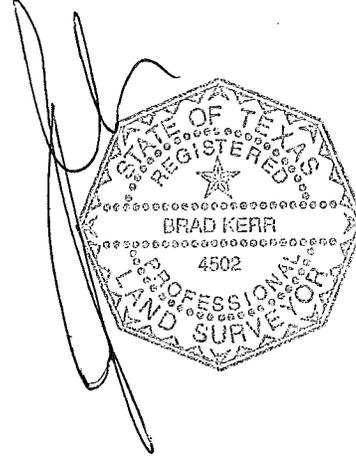
**THENCE:** ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 31' 53" FOR AN ARC DISTANCE OF 39.07 FEET (CHORD BEARS: S 86° 11' 06" W – 35.21 FEET) TO A POINT ON THE SOUTHEAST LINE OF HENSEL STREET MARKING THE END OF SAID CURVE, FOR REFERENCE A ½ INCH IRON ROD FOUND BEARS: N 15° 12' 46" W FOR A DISTANCE OF 0.48 FEET AND ANOTHER ½ INCH IRON ROD FOUND ON

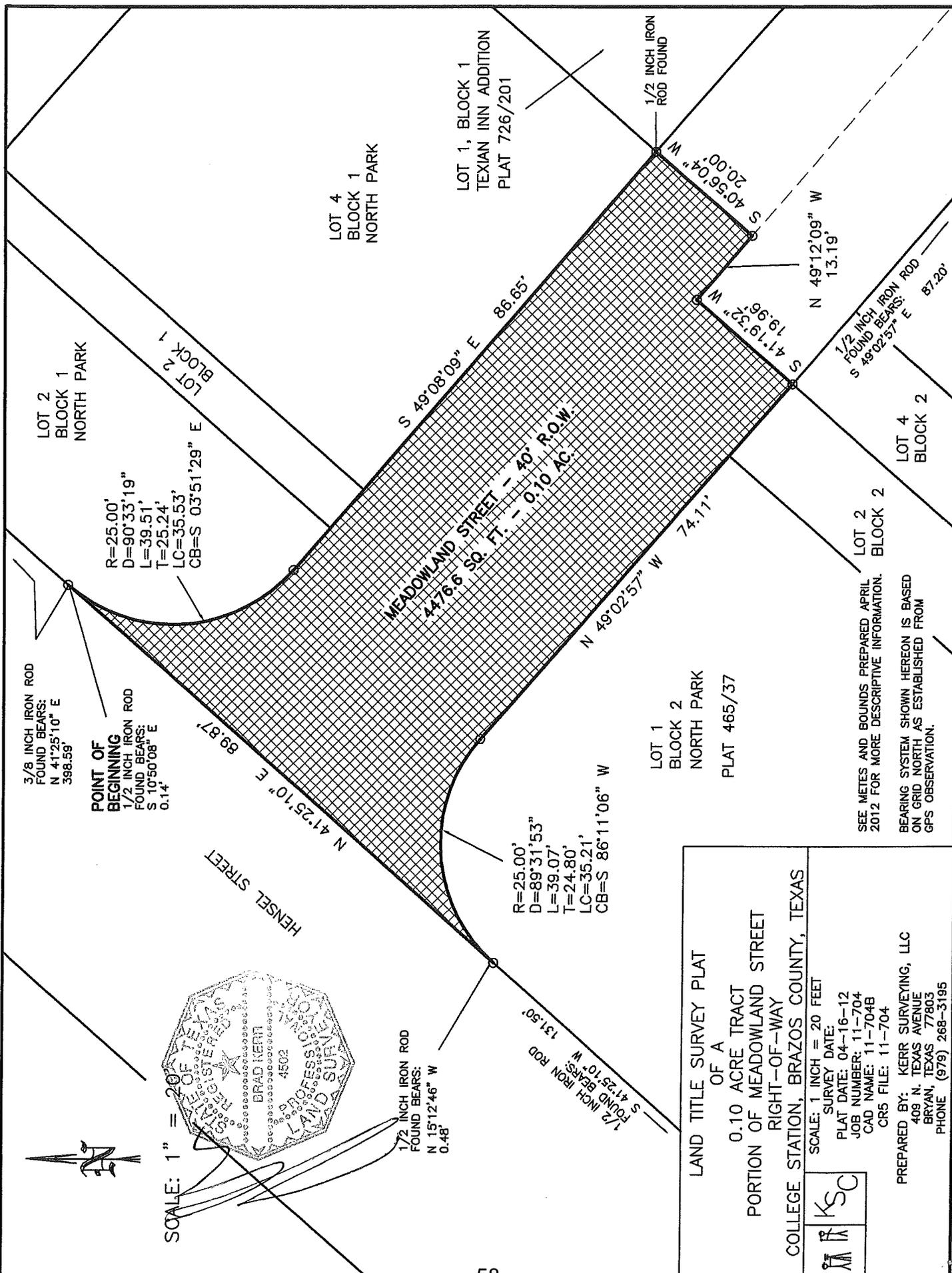
THE SOUTHEAST LINE OF HENSEL STREET MARKING THE WEST CORNER OF LOT 2, BLOCK 2, NORTH PARK, BEARS: S 41° 25' 10" W FOR A DISTANCE OF 131.50 FEET;

**THENCE:** N 41° 25' 10" E ALONG THE EXTENSION OF THE SOUTHEAST LINE OF HENSEL STREET FOR A DISTANCE OF 89.87 FEET TO THE **POINT OF BEGINNING** CONTAINING 0.10 OF AN ACRE OF LAND, MORE OF LESS, AS SURVEYED ON THE GROUND. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

D:/WORK/MAB/11-704Z.MAB





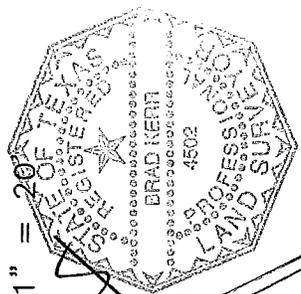
SEE METES AND BOUNDS PREPARED APRIL 2012 FOR MORE DESCRIPTIVE INFORMATION.  
 BEARING SYSTEM SHOWN HEREON IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

**LAND TITLE SURVEY PLAT**  
 OF A  
 0.10 ACRE TRACT  
 PORTION OF MEADOWLAND STREET  
 RIGHT-OF-WAY  
 COLLEGE STATION, BRAZOS COUNTY, TEXAS

**SCALE: 1 INCH = 20 FEET**  
 SURVEY DATE:  
 PLAT DATE: 04-16-12  
 JOB NUMBER: 11-704  
 CAD NAME: 11-704B  
 CRS FILE: 11-704

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

**KSC**



**June 28, 2012**  
**Regular Agenda Item No. 2**  
**Public Access Easement Abandonment – 100 Meadowland Street**

**To:** David Neeley, City Manager

**From:** Bob Cowell, Director of Planning and Development Services

**Agenda Caption:** Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 0.34 acre public access easement located at 100 Meadowland Street between Hensel Street and University Drive. The 0.34 acre public access easement is a portion of the previously abandoned right-of-way of Meadowland Street reserved as public access easement per Ordinance No. 2010-3232 by the City of College Station.

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

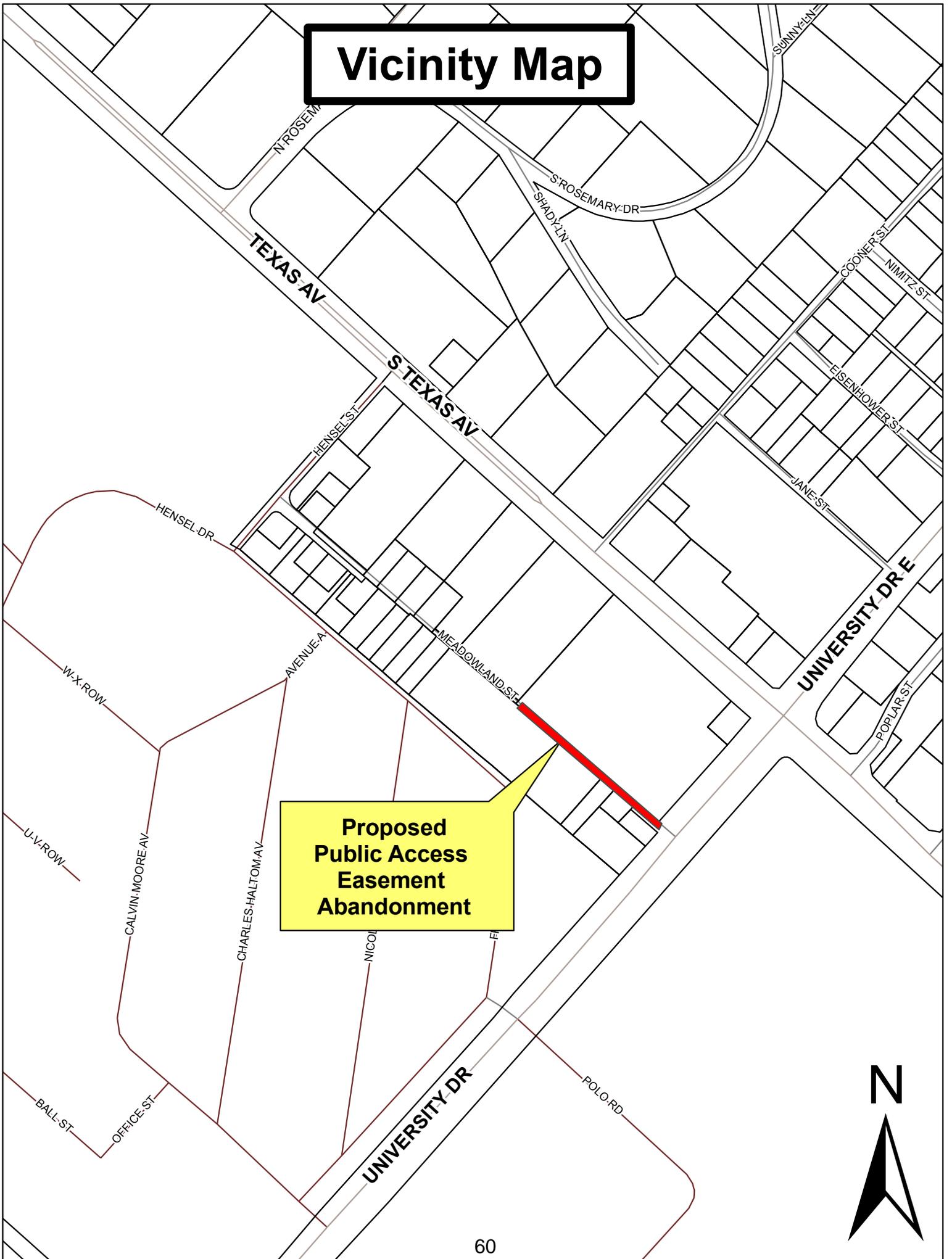
**Summary:** This easement abandonment accommodates the proposed development of the subject property in accordance with the approved Planned Development District (PDD) zoning. This abandonment is contingent upon a relocated public access easement being dedicated by separate instrument or plat with future site development.

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

**Attachments:**

1. Attachment 1 - Vicinity Map
2. Attachment 2 - Location Map
3. Attachment 3 - Ordinance
4. Attachment 4 - Ordinance Exhibit "A"
5. Attachment 5 - Application for Abandonment (On file at the City Engineer's Office)

# Vicinity Map



**Proposed  
Public Access  
Easement  
Abandonment**



# Location Map



**Proposed  
Public Access  
Easement  
Abandonment**



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

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.34 ACRE PUBLIC ACCESS EASEMENT LOCATED AT 100 MEADOWLAND STREET BETWEEN HENSEL STREET AND UNIVERSITY DRIVE AND BEING A PORTION OF THE ABANDONED RIGHT-OF-WAY OF MEADOWLAND STREET RESERVED AS PUBLIC ACCESS EASEMENT PER ORDINANCE NO. 2010-3232 BY THE CITY OF COLLEGE STATION.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 0.34 acre public access easement located at 100 Meadowland Street between Hensel Street and University Drive. The 0.34 acre public access easement is a portion of the abandoned right-of-way of Meadowland Street reserved as public access easement per Ordinance No. 2010-3232 by the City of College Station, as described in Exhibit "A" attached hereto (such portions collectively hereinafter referred to as the "Right-of-Way"); and

WHEREAS, a relocated public access easement will be granted with a proposed plat or separate instrument; and

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

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

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

1. Abandonment of the easement will not result in property that does not have access to public roadways or utilities;
2. There is no public need or use for the Easement;
3. There is no anticipated future public need or use for the Easement;

4. Abandonment of the Easement will not impact access for all public utilities to serve current and future customers;

PART 2: That the 0.34 acre public access easement described above and in Exhibit "A" attached hereto, be abandoned and vacated by the City.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:

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

**METES AND BOUNDS DESCRIPTION  
OF A  
0.34 ACRE TRACT  
MEADOWLAND STREET  
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 THE ABANDONED RIGHT-OF-WAY OF MEADOWLAND STREET (30' R.O.W.) RESERVED AS A PUBLIC ACCESS AND PUBLIC UTILITY BASEMENT PER ORDINANCE NO. 2010-3232 BY THE CITY OF COLLEGE STATION.

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

**BEGINNING** AT A 5/8 INCH IRON ROD FOUND ON THE NORTHWEST LINE OF UNIVERSITY DRIVE (FM 60) MARKING THE SOUTH CORNER OF A CALLED 4.82 ACRE TRACT DESCRIBED AS TRACT 1 BY A DEED TO WOODRIDGE COLLEGE STATION I, LLC, RECORDED IN VOLUME 10242, PAGE 254 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** S 41° 38' 43" W ALONG THE NORTHWEST LINE OF UNIVERSITY DRIVE FOR A DISTANCE OF 30.00 FEET TO THE EAST CORNER OF LOT 3, MEADOWLAND ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 94, PAGE 278 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** N 48° 22' 42" W ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 103.65 FEET TO A ½ INCH IRON ROD FOUND MARKING THE EAST CORNER OF A CALLED 0.105 ACRE TRACT DESCRIBED AS TRACT 2 BY SAID DEED TO WOODRIDGE COLLEGE STATION I, LLC;

**THENCE:** N 48° 19' 30" W CONTINUING ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 71.35 FEET TO AN "X" FOUND IN CONCRETE MARKING THE NORTH CORNER OF SAID 0.105 ACRE TRACT;

**THENCE:** N 48° 21' 17" W CONTINUING ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 49.71 FEET TO AN "X" FOUND IN CONCRETE MARKING THE COMMON CORNER OF LOT 5 AND LOT 6, MEADOWLAND ADDITION;

**THENCE:** N 49° 15' 33" W CONTINUING ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 306.06 FEET TO THE MOST WESTERLY CORNER OF THIS HEREIN DESCRIBED TRACT;

**THENCE:** N 41° 28' 38" E THROUGH MEADOWLAND STREET FOR A DISTANCE OF 28.57 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE EAST CORNER OF THE AFOREMENTIONED 4.82 ACRE TRACT;

**THENCE:** S 49° 01' 50" E ALONG THE NORTHEAST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 530.85 FEET TO THE POINT OF BEGINNING CONTAINING 0.34 OF AN ACRE OF LAND, MORE OF LESS, AS SURVEYED ON THE GROUND. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

D:/WORK/MAB/12-153-2.MAB

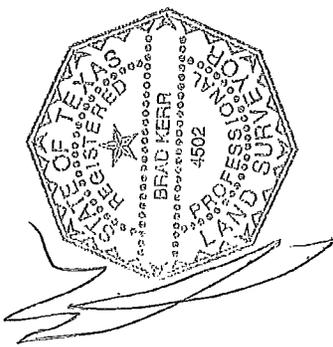


1

**EXHIBIT A**



SCALE: 1" = 60'



N/F  
EQI COLLEGE STATION PARTNERSHIP, LP  
1.855 ACRE TRACT  
7619/141

4.82 ACRE TRACT  
WOODRIDGE COLLEGE STATION I, LLC  
TRACT 1, 10242/254

PUBLIC ACCESS AND  
UTILITY EASEMENT  
ORDINANCE NO. 2010-3232

POINT OF  
BEGINNING  
5/8" IRON  
ROD FOUND

S 41°38'43" W  
30.00'

UNIVERSITY DRIVE  
FM 60

0.105 ACRE TRACT  
WOODRIDGE COLLEGE STATION I, LLC  
TRACT 2, 10242/254

LOTS 1, 2, 4 AND  
PORTION LOT 5  
MEADOWLAND ADDITION

0.68 ACRE TRACT  
WOODRIDGE COLLEGE STATION II, LLC  
TRACT TWO, 10243/71

N 41°28'38" E  
28.57'

12

2.287 ACRE TRACT  
WOODRIDGE COLLEGE STATION III, LLC  
10243/25

11

MEADOWLAND ADDITION  
PLAT 94/278

9

N 49°15'33" W  
306.06'

10

8

S 49°01'50" E 530.85'  
0.34 ACRE TRACT

7

6

"x" FOUND IN  
CONCRETE

N 48°21'17" W  
49.71'

"x" FOUND IN  
CONCRETE

N 48°19'30" W  
71.33'

PORTION  
LOTS 3 & 5

1/2" IRON  
ROD FOUND

N 48°22'42" W  
103.68'

PORTION LOT 3

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

SURVEY PLAT  
OF A  
0.34 ACRE TRACT  
PORTION OF MEADOWLAND STREET  
ABANDONED RIGHT-OF-WAY  
COLLEGE STATION, BRAZOS COUNTY, TEXAS



SCALE: 1 INCH = 60 FEET  
SURVEY DATE:  
PLAT DATE: 03-27-12  
JOB NUMBER: 12-153  
CAD NAME: 12-153  
CRS FILE: 11-704

PREPARED BY: KERR SURVEYING, LLC  
409 N. TEXAS AVENUE  
BRYAN, TEXAS 77805  
PHONE (979) 268-3195

**METES AND BOUNDS DESCRIPTION  
OF A  
0.34 ACRE TRACT  
MEADOWLAND STREET  
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 THE ABANDONED RIGHT-OF-WAY OF MEADOWLAND STREET (30' R.O.W.) RESERVED AS A PUBLIC ACCESS AND PUBLIC UTILITY EASEMENT PER ORDINANCE NO. 2010-3232 BY THE CITY OF COLLEGE STATION.

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

**BEGINNING** AT A 5/8 INCH IRON ROD FOUND ON THE NORTHWEST LINE OF UNIVERSITY DRIVE (FM 60) MARKING THE SOUTH CORNER OF A CALLED 4.82 ACRE TRACT DESCRIBED AS TRACT 1 BY A DEED TO WOODRIDGE COLLEGE STATION I, LLC, RECORDED IN VOLUME 10242, PAGE 254 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** S 41° 38' 43" W ALONG THE NORTHWEST LINE OF UNIVERSITY DRIVE FOR A DISTANCE OF 30.00 FEET TO THE EAST CORNER OF LOT 3, MEADOWLAND ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 94, PAGE 278 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** N 48° 22' 42" W ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 103.65 FEET TO A ½ INCH IRON ROD FOUND MARKING THE EAST CORNER OF A CALLED 0.105 ACRE TRACT DESCRIBED AS TRACT 2 BY SAID DEED TO WOODRIDGE COLLEGE STATION I, LLC;

**THENCE:** N 48° 19' 30" W CONTINUING ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 71.35 FEET TO AN "X" FOUND IN CONCRETE MARKING THE NORTH CORNER OF SAID 0.105 ACRE TRACT;

**THENCE:** N 48° 21' 17" W CONTINUING ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 49.71 FEET TO AN "X" FOUND IN CONCRETE MARKING THE COMMON CORNER OF LOT 5 AND LOT 6, MEADOWLAND ADDITION;

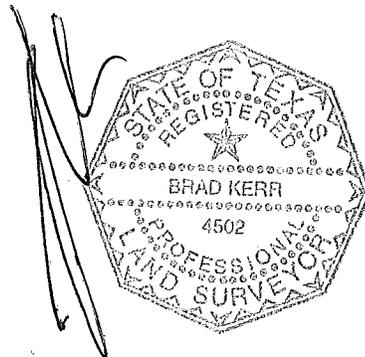
**THENCE:** N 49° 15' 33" W CONTINUING ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 306.06 FEET TO THE MOST WESTERLY CORNER OF THIS HEREIN DESCRIBED TRACT;

**THENCE:** N 41° 28' 38" E THROUGH MEADOWLAND STREET FOR A DISTANCE OF 28.57 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE EAST CORNER OF THE AFOREMENTIONED 4.82 ACRE TRACT;

**THENCE:** S 49° 01' 50" E ALONG THE NORTHEAST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 530.85 FEET TO THE POINT OF BEGINNING CONTAINING 0.34 OF AN ACRE OF LAND, MORE OF LESS, AS SURVEYED ON THE GROUND. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

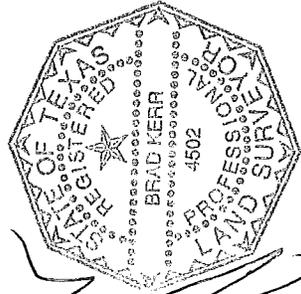
BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

D:/WORK/MAB/12-153-2.MAB





SCALE: 1" = 60'



4.82 ACRE TRACT  
WOODRIDGE COLLEGE STATION I, LLC  
TRACT 1, 10242/254

PUBLIC ACCESS AND  
UTILITY EASEMENT  
ORDINANCE NO. 2010-3232

POINT OF  
BEGINNING  
5/8" IRON  
ROD FOUND

S 41°38'43" W  
30.00'

UNIVERSITY DRIVE  
FM 60

N/F  
EQI COLLEGE STATION PARTNERSHIP, LP  
1.855 ACRE TRACT  
7619/141

5/8" IRON  
ROD FOUND

N 41°28'38" E  
28.57'

12

2.297 ACRE TRACT  
WOODRIDGE COLLEGE STATION III, LLC  
10243/25

11

MEADOWLAND STREET - 30' R.O.W.

N 49°15'33" W

306.06'

MEADOWLAND ADDITION  
PLAT 94/278

0.34 ACRE TRACT  
S 49°01'50" E 530.83'

"X" FOUND IN  
CONCRETE

N 48°21'17" W  
49.71'

"X" FOUND IN  
CONCRETE

PORTION  
LOTS 3 & 5

N 48°19'30" W  
71.35' W

1/2" IRON  
ROD FOUND

N 48°22'42" W  
103.65' W

PORTION LOT 3

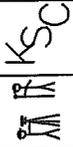
0.105 ACRE TRACT  
WOODRIDGE COLLEGE STATION I, LLC  
TRACT 2, 10242/254

LOTS 1, 2, 4 AND  
PORTION LOT 5  
MEADOWLAND ADDITION

0.68 ACRE TRACT  
WOODRIDGE COLLEGE STATION II, LLC  
TRACT TWO, 10243/71

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

<p><b>SURVEY PLAT</b> OF A 0.34 ACRE TRACT PORTION OF MEADOWLAND STREET ABANDONED RIGHT-OF-WAY COLLEGE STATION, BRAZOS COUNTY, TEXAS</p>	
<p>SCALE: 1 INCH = 60 FEET</p>	
<p>SURVEY DATE: PLAT DATE: 03-27-12 JOB NUMBER: 12-153 CAD NAME: 12-153 CRS FILE: 11-704</p>	
<p>PREPARED BY: KERR SURVEYING, LLC 409 N. TEXAS AVENUE BRYAN, TEXAS 77803 PHONE (979) 268-3195</p>	



**June 28, 2012**  
**Regular Agenda Item No. 3**  
**Public Utility Easement Abandonments – 100 Meadowland Street**

**To:** David Neeley, City Manager

**From:** Bob Cowell, Director of Planning and Development Services

**Agenda Caption:** Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 484.5 square foot public utility easement, a 7,177 square foot public utility easement, a 0.59 acre public utility easement, and a 3,456 square foot public utility easement located at 100 Meadowland Street between Hensel Street and University Drive.

The 484.5 square foot and 7,177 square foot public utility easements are located on Lots 2-4, Block 1 and Lots 3-10, Block 2, respectively, of the North Park Subdivision according to the plat recorded in Volume 465, Page 37 of the Deed Records of Brazos County, Texas. The 0.59 acre public utility easement is a portion of the abandoned right-of-way of Meadowland Street reserved as public utility easement per Ordinance No. 2010-3232 by the City of College Station. The 3,456 square foot public utility easement is a 20-foot wide public utility easement recorded in Volume 1130, Page 761 of the Official Records of Brazos County, Texas, and is located within the J.E. Scott League, Abstract No. 50, being a portion of the 6.584 acre tract as described by warranty deed recorded in volume 1072, page 578 of the Official Records of Brazos County, Texas.

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

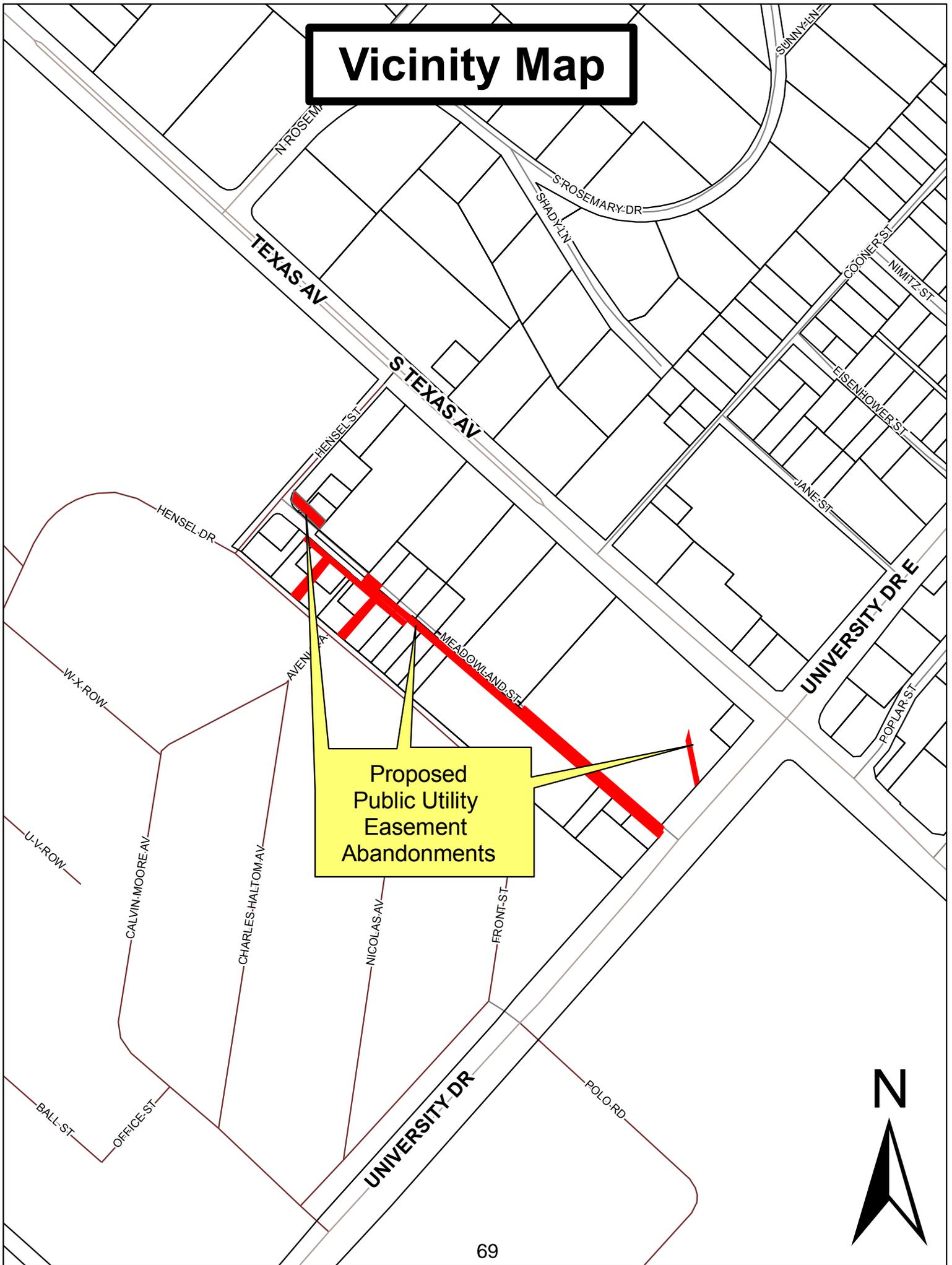
**Summary:** This easement abandonment accommodates future development of the subject property in accordance with the approved Planned Development District (PDD) zoning. The City has received a temporary blanket easement for the entire site which will continue to provide sufficient access to public and private utilities until infrastructure is removed and relocated at the owners' expense and a new public utility easement is granted with the future site development.

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

**Attachments:**

1. Attachment 1 - Vicinity Map
2. Attachment 2 - Location Map
3. Attachment 3 - Ordinance
4. Attachment 4 - Ordinance Exhibit "A"
5. Attachment 5 - Application for Abandonment (On file at the City Engineer's Office)

# Vicinity Map

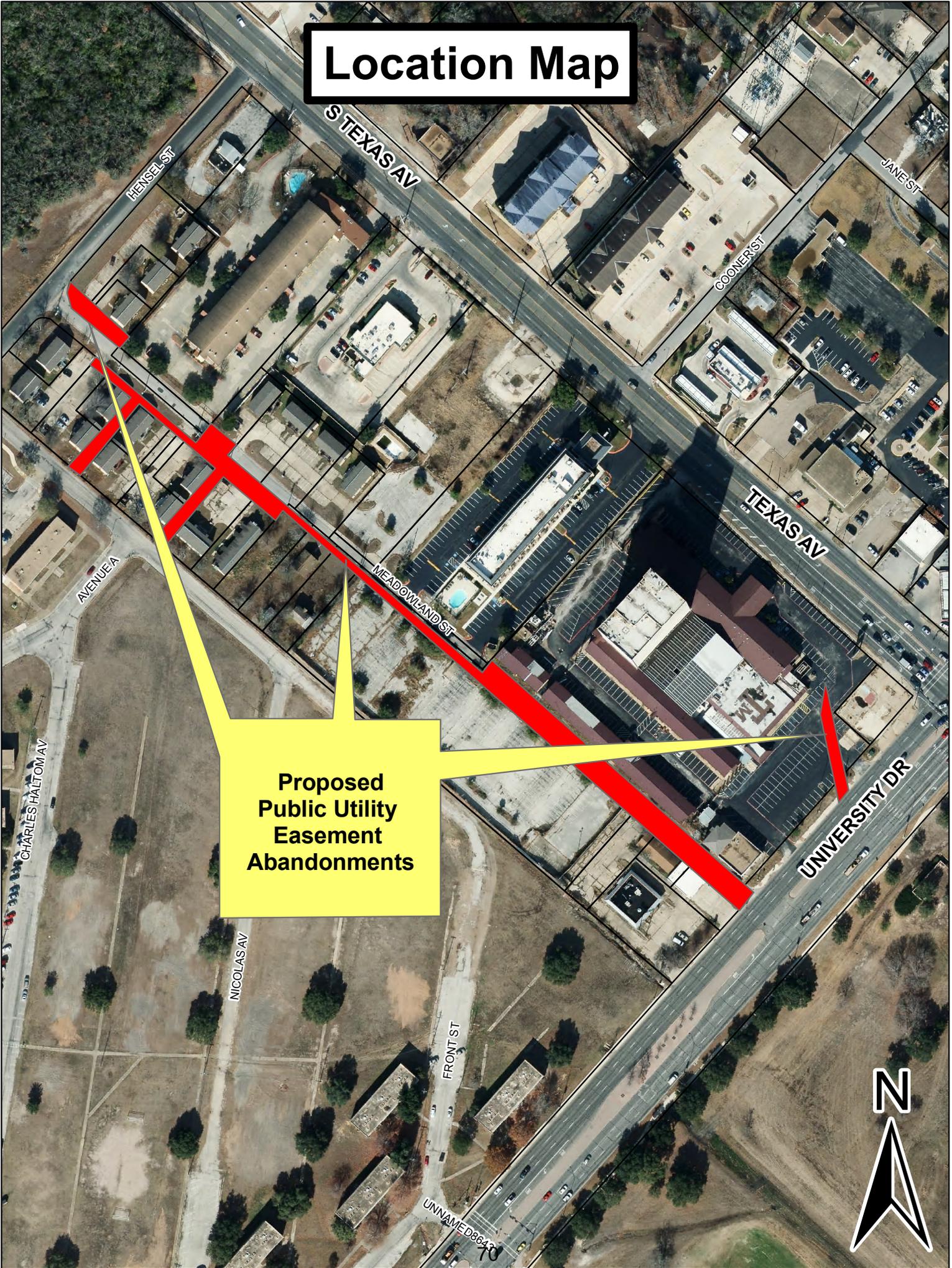


Proposed  
Public Utility  
Easement  
Abandonments



# Location Map

**Proposed  
Public Utility  
Easement  
Abandonments**



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

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 484.5 SQUARE FOOT PUBLIC UTILITY EASEMENT, A 7,177 SQUARE FOOT PUBLIC UTILITY EASEMENT, A 0.59 ACRE PUBLIC UTILITY EASEMENT, AND A 3,456 SQUARE FOOT PUBLIC UTILITY EASEMENT LOCATED AT 100 MEADOWLAND STREET BETWEEN HENSEL STREET AND UNIVERSITY DRIVE.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 484.5 square foot public utility easement, a 7,177 square foot public utility easement, a 0.59 acre public utility easement, and a 3,456 square foot public utility easement located at 100 Meadowland Street between Hensel Street and University Drive. The 484.5 square foot and 7,177 square foot public utility easements are located on Lots 2-4, Block 1 and Lots 3-10, Block 2, respectively, of the North Park Subdivision according to the plat recorded in Volume 465, Page 37 of the Deed Records of Brazos County, Texas. The 0.59 acre public utility easement is a portion of the abandoned right-of-way of Meadowland Street reserved as public utility easement per Ordinance No. 2010-3232 by the City of College Station. The 3,456 square foot public utility easement is a 20-foot wide public utility easement recorded in Volume 1130, Page 761 of the Official Records of Brazos County, Texas, and is located within the J.E. Scott League, Abstract No. 50, being a portion of the 6.584 acre tract as described by warranty deed recorded in volume 1072, page 578 of the Official Records of Brazos County, Texas as described in Exhibit "A" attached hereto (such portions collectively hereinafter referred to as the "Public Utility Easements"); and.

WHEREAS, the Public Utility Easements described above contain public utilities that will be removed and relocated; and

WHEREAS, a temporary blanket easement exists to allow the City access to the public utilities until such as such utilities are removed and relocated; and

WHEREAS, a Public Access Easement is reserved on the 0.59 acre of the abandoned right-of-way of Meadowland Street as set forth in Ordinance No. 2010-3232 and such reservation is unaffected by this ordinance herein unless otherwise abandoned; and

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

1. Abandonment of the Public Utility Easements will not result in property that does not have access to public roadways or utilities;
2. Other than as set forth herein, there is no public need or use for the Public Utility Easements;
3. Except as may be provided in this ordinance, there is no anticipated future public need or use for the Public Utility Easements;
4. Abandonment of the Public Utility Easements will not impact access for all public utilities to serve current and future customers;

PART 2: That the Public Utility Easements described above and in Exhibit "A" attached hereto, be abandoned and vacated by the City.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:

Carla A. Robinson  
City Attorney

**METES AND BOUNDS DESCRIPTION  
OF A  
5' UTILITY EASEMENT  
NORTH PARK  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A 5.00 FOOT WIDE UTILITY EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF LOTS 2, 3 AND 4, BLOCK 1, NORTH PARK, AS REFLECTED ON THE PLAT RECORDED IN VOLUME 465, PAGE 37 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

**BEGINNING** AT A ½ INCH IRON ROD FOUND ON THE NORTHEAST LINE OF MEADOWLAND STREET (40' R.O.W.) MARKING THE SOUTH CORNER OF SAID LOT 4 AND THE EAST CORNER OF LOT 1, BLOCK 1, TEXIAN INN ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 726, PAGE 201 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** N 49° 08' 09" W ALONG THE NORTHEAST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 86.65 FEET TO THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 25.00 FEET;

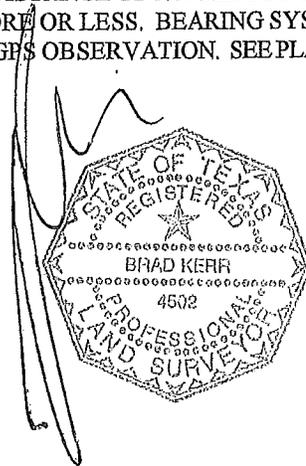
**THENCE:** ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36° 52' 12" FOR AN ARC DISTANCE OF 16.09 FEET (CHORD BEARS: N 30° 42' 03" W – 15.81 FEET) TO THE NORTHEAST LINE OF SAID EASEMENT;

**THENCE:** S 49° 08' 09" E THROUGH SAID LOTS 2, 3 AND 4 AND ALONG THE NORTHEAST LINE OF SAID EASEMENT, 5.00 FEET FROM AND PARALLEL TO THE NORTHEAST LINE OF MEADOWLAND STREET, FOR A DISTANCE OF 101.71 FEET TO THE COMMON LINE OF SAID LOT 4 AND TEXIAN INN ADDITION;

**THENCE:** S 41° 29' 01" W ALONG SAID COMMON LINE FOR A DISTANCE OF 5.00 FEET TO THE **POINT OF BEGINNING** CONTAINING 484.5 SQUARE FEET OF LAND, MORE OR LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION. SEE PLAT PREPARED MAY 2012 FOR MORE DESCRIPTIVE INFORMATION.

BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

D:/WORK/MAB/12-254B2.MAB



**METES AND BOUNDS DESCRIPTION  
OF A  
UTILITY EASEMENT  
NORTH PARK  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A UTILITY EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF LOTS 3-10, BLOCK 2, NORTH PARK, AS REFLECTED ON THE PLAT RECORDED IN VOLUME 465, PAGE 37 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

**BEGINNING** AT A ½ INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF MEADOWLAND STREET (40' R.O.W.) MARKING THE EAST CORNER OF SAID LOT 10, SAID IRON ROD FOUND BEING ON THE NORTHWEST LINE OF LOT 19, MEADOWLAND ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 94, PAGE 278 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** S 41° 26' 44" W ALONG THE COMMON LINE OF SAID LOT 10 AND SAID LOT 19 FOR A DISTANCE OF 5.00 FEET;

**THENCE:** N 48° 51' 33" W THROUGH SAID LOT 10 AND ALONG THE SOUTHWEST LINE OF SAID EASEMENT, 5.00 FEET FROM AND PARALLEL TO THE SOUTHWEST LINE OF MEADOWLAND STREET, FOR A DISTANCE OF 46.92 FEET TO THE COMMON LINE OF SAID LOT 10 AND LOT 9;

**THENCE:** N 49° 08' 39" W THROUGH SAID LOT 9 AND ALONG THE SOUTHWEST LINE OF SAID EASEMENT, 5.00 FEET FROM AND PARALLEL TO THE SOUTHWEST LINE OF MEADOWLAND STREET, FOR A DISTANCE OF 63.24 FEET;

**THENCE:** S 41° 25' 11" W CONTINUING THROUGH SAID LOT 9 AND ALONG A SOUTHEAST LINE OF SAID EASEMENT, 5.00 FEET FROM AND PARALLEL TO THE COMMON LINE OF SAID LOT 9 AND LOTS 7 AND 8, FOR A DISTANCE OF 151.52 FEET TO THE COMMON LINE OF SAID BLOCK 2 AND A TRACT OF LAND CURRENTLY OWNED BY THE TEXAS A&M UNIVERSITY SYSTEM, FOR REFERENCE A ½ INCH IRON ROD FOUND ON THE NORTHWEST LINE OF UNIVERSITY DRIVE MARKING THE COMMON CORNER OF SAID TEXAS A&M TRACT AND MEADOWLAND ADDITION BEARS: S 49° 04' 31" E FOR A DISTANCE OF 1032.59 FEET;

**THENCE:** N 49° 04' 31" W ALONG THE COMMON LINE OF SAID BLOCK 2 AND SAID TEXAS A&M TRACT FOR A DISTANCE OF 15.00 FEET;

**THENCE:** N 41° 25' 11" E THROUGH SAID LOTS 8 AND 7 AND ALONG A NORTHWEST LINE OF SAID EASEMENT, 10.00 FEET FROM AND PARALLEL TO THE COMMON LINE OF SAID LOTS 7, 8 AND 9, FOR A DISTANCE OF 151.50 FEET;

**THENCE:** N 49° 08' 39" W THROUGH SAID LOT 7 AND ALONG THE SOUTHWEST LINE OF SAID EASEMENT, 5.00 FEET FROM AND PARALLEL TO THE SOUTHWEST LINE OF MEADOWLAND STREET, FOR A DISTANCE OF 37.55 FEET;

**THENCE:** N 49° 08' 04" W CONTINUING THROUGH SAID LOT 7 AND ALONG THE SOUTHWEST LINE OF SAID EASEMENT, 5.00 FEET FROM AND PARALLEL TO THE SOUTHWEST LINE OF MEADOWLAND STREET, FOR A DISTANCE OF 39.33 FEET TO THE COMMON LINE OF SAID LOT 8 AND SAID LOT 6;

**THENCE:** N 49° 12' 26" W THROUGH SAID LOTS 6 AND 5 AND ALONG THE SOUTHWEST LINE OF SAID EASEMENT, 5.00 FEET FROM AND PARALLEL TO THE SOUTHWEST LINE OF MEADOWLAND STREET, FOR A DISTANCE OF 76.81 FEET;

**THENCE:** S 41° 37' 53" W CONTINUING THROUGH SAID LOTS 5 AND 6 AND ALONG A SOUTHEAST LINE OF SAID EASEMENT, 10.00 FEET FROM AND PARALLEL TO THE COMMON LINE OF SAID LOTS 5 AND 6 AND LOTS 3 AND 4, FOR A DISTANCE OF 151.24 FEET TO THE COMMON LINE OF SAID BLOCK 2 AND SAID TEXAS A&M TRACT;

**THENCE:** N 49° 04' 31" W ALONG THE COMMON LINE OF SAID BLOCK 2 AND SAID TEXAS A&M TRACT FOR A DISTANCE OF 20.00 FEET;

**THENCE:** N 41° 37' 53" E THROUGH SAID LOTS 4 AND 3 AND ALONG A NORTHWEST LINE OF SAID EASEMENT, 10.00 FEET FROM AND PARALLEL TO THE COMMON LINE OF SAID LOTS 5 AND 6 AND LOTS 3 AND 4, FOR A DISTANCE OF 151.23 FEET;

**THENCE:** N 49° 02' 57" W THROUGH SAID LOTS 3 AND 4 AND ALONG THE SOUTHWEST LINE OF SAID EASEMENT, 5.00 FEET FROM AND PARALLEL TO THE SOUTHWEST LINE OF MEADOWLAND STREET, FOR A DISTANCE OF 77.18 FEET TO THE COMMON LINE OF SAID LOT 4 AND LOT 2, BLOCK 2, FOR REFERENCE A ½ INCH IRON ROD FOUND ON THE COMMON LINE OF SAID BLOCK 2 AND SAID TEXAS A&M TRACT MARKING THE WEST CORNER OF SAID LOT 4 BEARS: S 41° 19' 32" W FOR A DISTANCE OF 151.25 FEET;

**THENCE:** N 41° 19' 32" E ALONG THE COMMON LINE OF SAID LOT 4 AND SAID LOT 2 FOR A DISTANCE OF 5.00 FEET TO THE SOUTHWEST LINE OF MEADOWLAND STREET;

**THENCE:** ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR THE FOLLOWING CALLS:

S 49° 02' 57" E FOR A DISTANCE OF 87.20 FEET TO A ½ INCH IRON ROD FOUND;

S 49° 12' 26" E FOR A DISTANCE OF 86.75 FEET;

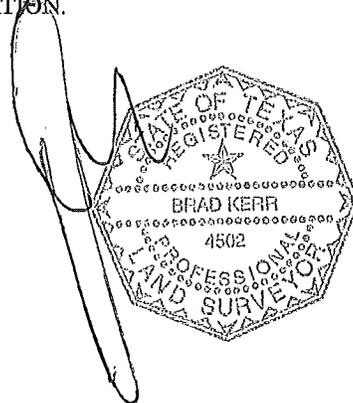
S 49° 08' 04" E FOR A DISTANCE OF 39.34 FEET;

S 49° 08' 39" E FOR A DISTANCE OF 115.80 FEET TO A ½ INCH IRON ROD FOUND;

S 48° 51' 33" E FOR A DISTANCE OF 46.95 FEET TO THE **POINT OF BEGINNING** CONTAINING 7177 SQUARE FEET (0.16 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 MAY 2012 FOR MORE DESCRIPTIVE INFORMATION.

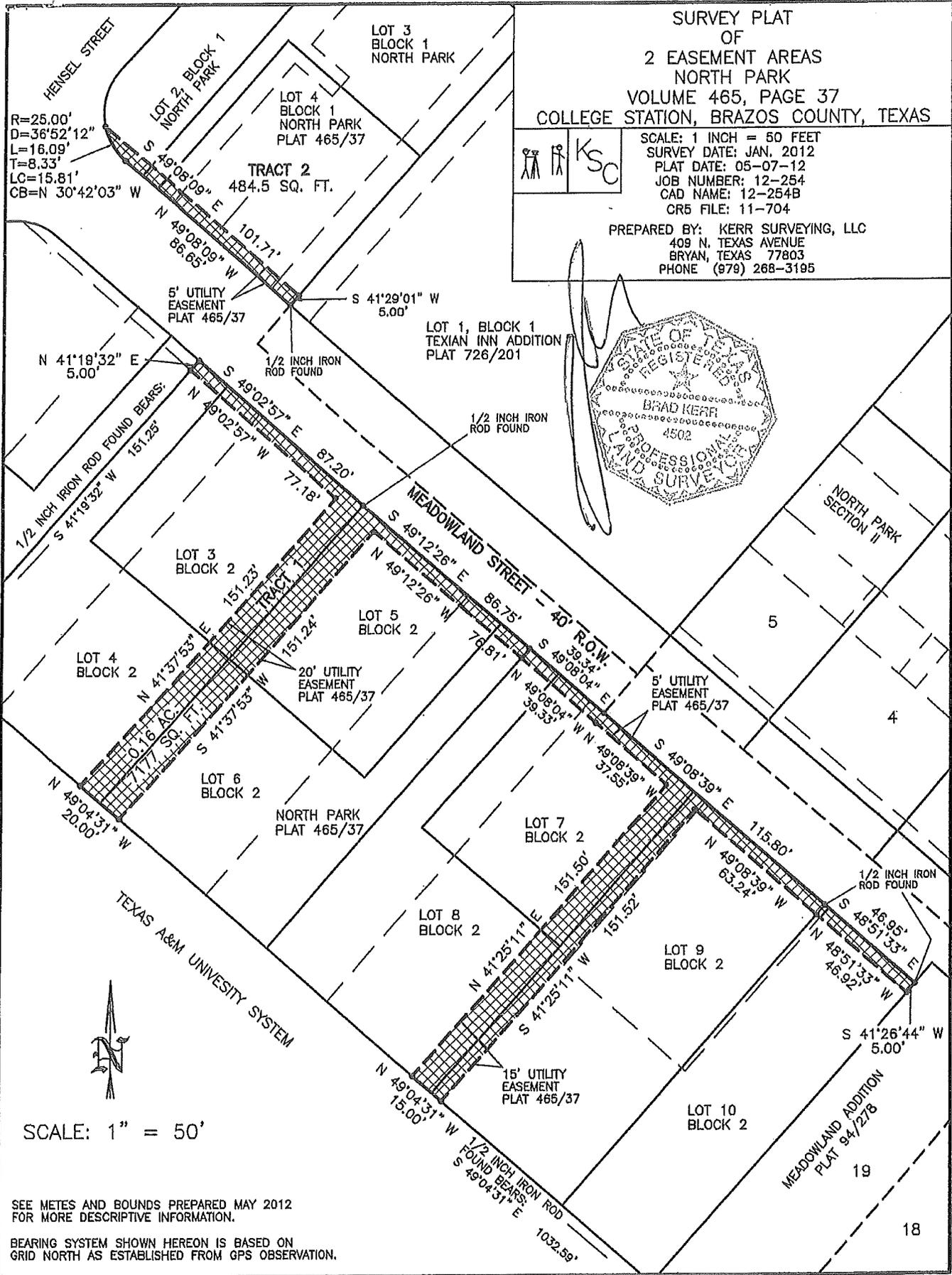
BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

D:/WORK/MAB/12-254B1.MAB



**SURVEY PLAT  
OF  
2 EASEMENT AREAS  
NORTH PARK  
VOLUME 465, PAGE 37  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**


 SCALE: 1 INCH = 50 FEET  
 SURVEY DATE: JAN. 2012  
 PLAT DATE: 05-07-12  
 JOB NUMBER: 12-254  
 CAD NAME: 12-254B  
 CR5 FILE: 11-704  
 PREPARED BY: KERR SURVEYING, LLC  
 409 N. TEXAS AVENUE  
 BRYAN, TEXAS 77803  
 PHONE (979) 268-3195



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

12-63  
 5.21.12  
 2:45 PM

12-80

**METES AND BOUNDS DESCRIPTION  
OF A  
0.59 ACRE TRACT  
MEADOWLAND STREET  
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 THE ABANDONED RIGHT-OF-WAY OF MEADOWLAND STREET (30'-40' R.O.W.) RESERVED AS A PUBLIC ACCESS AND PUBLIC UTILITY EASEMENT PER ORDINANCE NO. 2010-3232 BY THE CITY OF COLLEGE STATION.

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

**BEGINNING** AT A 5/8 INCH IRON ROD FOUND ON THE NORTHWEST LINE OF UNIVERSITY DRIVE (FM 60) MARKING THE SOUTH CORNER OF A CALLED 4.82 ACRE TRACT DESCRIBED AS TRACT 1 BY A DEED TO WOODRIDGE COLLEGE STATION I, LLC, RECORDED IN VOLUME 10242, PAGE 254 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** S 41° 38' 43" W ALONG THE NORTHWEST LINE OF UNIVERSITY DRIVE FOR A DISTANCE OF 30.00 FEET TO THE EAST CORNER OF LOT 3, MEADOWLAND ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 94, PAGE 278 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** N 48° 22' 42" W ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 103.65 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE EAST CORNER OF A CALLED 0.105 ACRE TRACT DESCRIBED AS TRACT 2 BY SAID DEED TO WOODRIDGE COLLEGE STATION I, LLC;

**THENCE:** N 48° 19' 30" W CONTINUING ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 71.35 FEET TO AN "X" FOUND IN CONCRETE MARKING THE NORTH CORNER OF SAID 0.105 ACRE TRACT;

**THENCE:** N 48° 21' 17" W CONTINUING ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 49.71 FEET TO AN "X" FOUND IN CONCRETE MARKING THE COMMON CORNER OF LOT 5 AND LOT 6, MEADOWLAND ADDITION;

**THENCE:** N 49° 15' 33" W CONTINUING ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 698.39 FEET TO THE NORTH CORNER OF LOT 19, MEADOWLAND ADDITION;

**THENCE:** S 41° 26' 44" W ALONG THE NORTHWEST LINE OF SAID LOT 19 FOR A DISTANCE OF 10.41 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE EAST CORNER OF LOT 10, BLOCK 2, NORTH PARK, ACCORDING TO THE PLAT RECORDED IN VOLUME 465, PAGE 37 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** N 48° 51' 33" W CONTINUING ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 46.95 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF SAID LOT 10 AND LOT 9, BLOCK 2;

**THENCE:** N 49° 08' 39" W CONTINUING ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 115.80 FEET TO THE MOST WESTERLY CORNER OF THIS HEREIN DESCRIBED TRACT;

**THENCE:** N 40° 51' 56" E THROUGH MEADOWLAND STREET FOR A DISTANCE OF 40.34 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE WEST CORNER OF LOT 5, NORTH PARK, SECTION II;

**THENCE:** S 49° 05' 45" E ALONG THE NORTHEAST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 51.51 FEET TO THE SOUTH CORNER OF SAID LOT 5;

**THENCE:** S 40° 53' 23" W THROUGH THE RIGHT-OF-WAY OF MEADOWLAND STREET FOR A DISTANCE OF 15.12 FEET TO THE APPROXIMATE CENTERLINE OF SAID RIGHT-OF-WAY;

**THENCE:** S 49° 08' 57" E THROUGH SAID RIGHT-OF-WAY FOR A DISTANCE OF 503.84 FEET;

**THENCE:** N 41° 28' 38" E CONTINUING THROUGH SAID RIGHT-OF-WAY FOR A DISTANCE OF 14.31 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE WEST CORNER OF THE AFOREMENTIONED 4.82 ACRE TRACT;

**THENCE:** S 49° 01' 50" E ALONG THE NORTHEAST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 530.85 FEET TO THE **POINT OF BEGINNING** CONTAINING 0.59 OF AN ACRE OF LAND, MORE OF LESS, AS SURVEYED ON THE GROUND. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

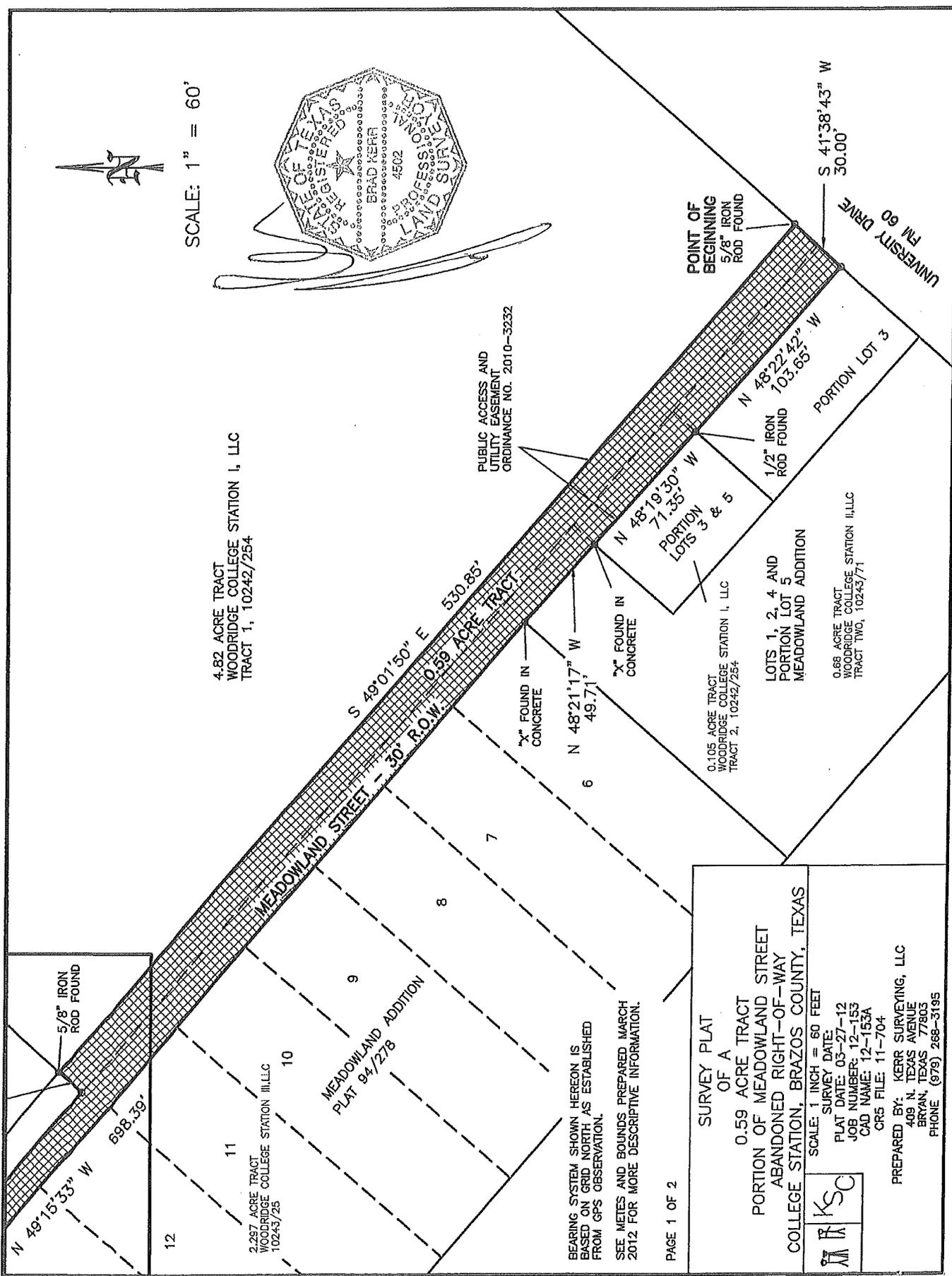
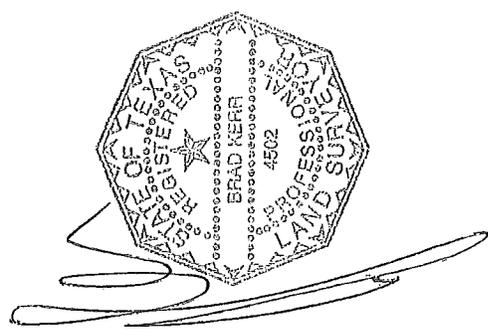
BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

D:/WORK/MAB/12-153-3.MAB





SCALE: 1" = 60'



4.82 ACRE TRACT  
WOODRIDGE COLLEGE STATION I, LLC  
TRACT 1, 10242/254

PUBLIC ACCESS AND  
UTILITY EASEMENT  
ORDINANCE NO. 2010-3232

POINT OF  
BEGINNING  
5/8" IRON  
ROD FOUND

S 41°38'43" W  
30.00'

UNIVERSITY DRIVE  
FM 60

N 48°19'30" W  
71.35' W

1/2" IRON  
ROD FOUND

N 48°22'42" W  
103.65' W

PORTION LOT 3  
PORTION LOT 3 & 5  
PORTION LOT 5  
MEADOWLAND ADDITION

0.68 ACRE TRACT  
WOODRIDGE COLLEGE STATION I, LLC  
TRACT TWO, 10243/71

S 49°01'50" E 530.85'

N 48°21'17" W  
49.71'

"X" FOUND IN  
CONCRETE

"X" FOUND IN  
CONCRETE

0.105 ACRE TRACT  
WOODRIDGE COLLEGE STATION I, LLC  
TRACT 2, 10242/254

5/8" IRON  
ROD FOUND

698.39'

12

11

2.257 ACRE TRACT  
WOODRIDGE COLLEGE STATION III, LLC  
10243/25

MEADOWLAND ADDITION  
PLAT 94/278

9

8

7

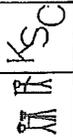
BEARING SYSTEM SHOWN HEREON IS  
BASED ON GRID NORTH AS ESTABLISHED  
FROM GPS OBSERVATION.  
SEE METES AND BOUNDS PREPARED MARCH  
2012 FOR MORE DESCRIPTIVE INFORMATION.

PAGE 1 OF 2

SURVEY PLAT  
OF A  
0.59 ACRE TRACT  
PORTION OF MEADOWLAND STREET  
ABANDONED RIGHT-OF-WAY  
COLLEGE STATION, BRAZOS COUNTY, TEXAS

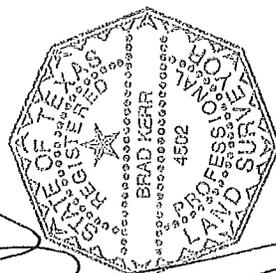
SCALE: 1 INCH = 60 FEET  
SURVEY DATE:  
PLAT DATE: 03-27-12  
JOB NUMBER: 12-153  
CAD NAME: 12-153A  
CR5 FILE: 11-704

PREPARED BY: KERR SURVEYING, LLC  
409 N. TEXAS AVENUE  
BRYAN, TEXAS 77803  
PHONE (879) 268-3195

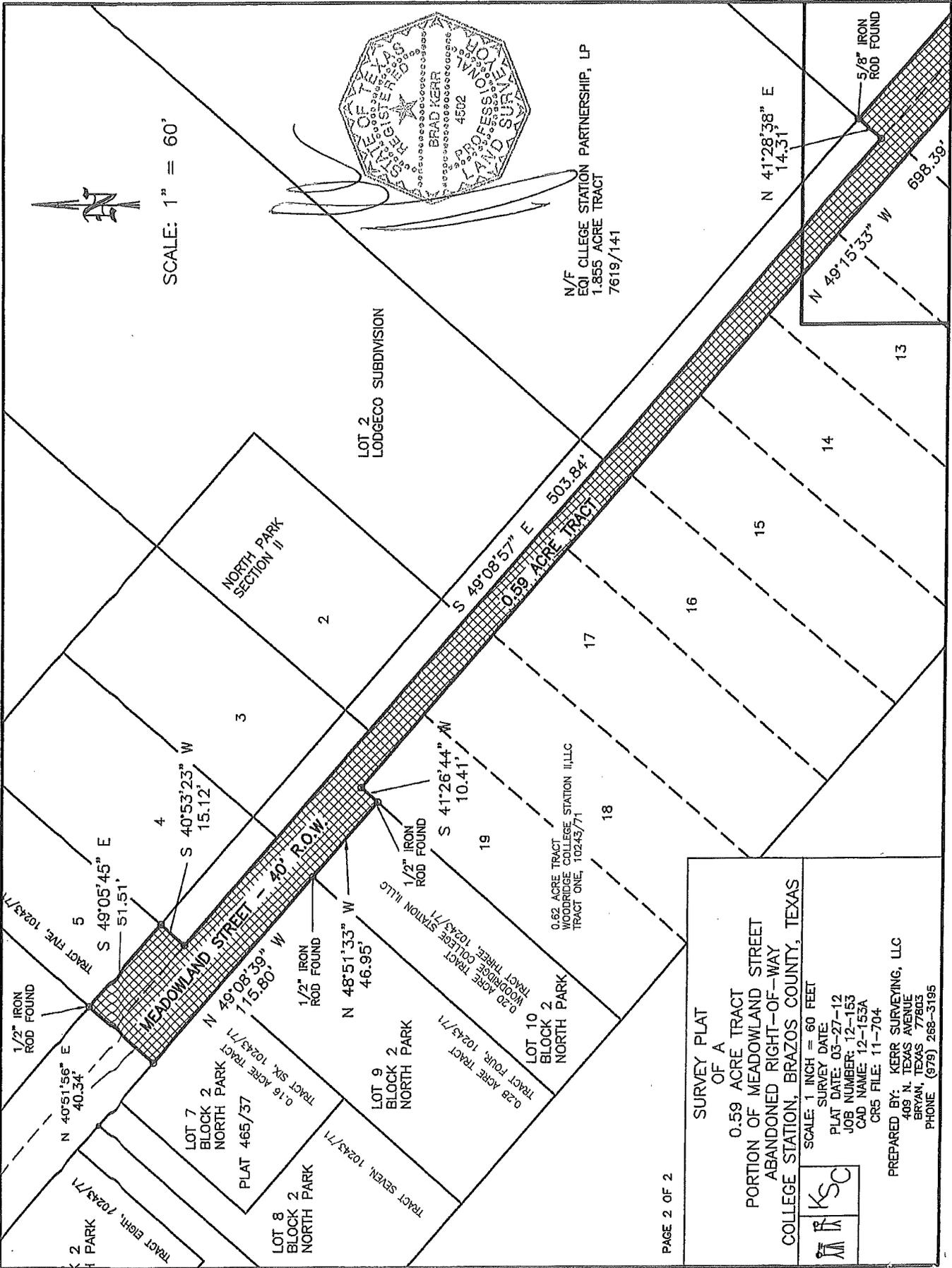




SCALE: 1" = 60'



M/F  
EQI CLLEGE STATION PARTNERSHIP, LP  
1.855 ACRE TRACT  
7619/141



LOT 2  
LODGE CO SUBDIVISION

NORTH PARK  
SECTION II

0.52 ACRE TRACT  
WOODRIDGE COLLEGE STATION I,LLC  
TRACT ONE, 10243/71

LOT 10  
BLOCK 2  
NORTH PARK

0.28 ACRE TRACT  
TRACT FOUR, 10243/71

LOT 9  
BLOCK 2  
NORTH PARK

LOT 8  
BLOCK 2  
NORTH PARK

LOT 7  
BLOCK 2  
NORTH PARK

TRACT EIGHT, 10243/71

TRACT SEVEN, 10243/71

TRACT SIX, 10243/71

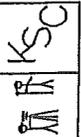
TRACT FIVE, 10243/71

PAGE 2 OF 2

SURVEY PLAT  
OF A  
0.59 ACRE TRACT  
PORTION OF MEADOWLAND STREET  
ABANDONED RIGHT-OF-WAY  
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1 INCH = 60 FEET  
SURVEY DATE:  
PLAT DATE: 03-27-12  
JOB NUMBER: 12-153  
CAD NAME: 12-153A  
CRS FILE: 11-704

PREPARED BY: KERR SURVEYING, LLC  
409 N. TEXAS AVENUE  
BRYAN, TEXAS 77803  
PHONE (979) 268-3185



OPR 1130/761

UTILITY EASEMENT  
(Specific Property)

FILED

89 JUL 19 PM 4 08

430252

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZOS

§

That, LODGECO PROPERTIES, LTD., a Texas Limited Partnership (formerly Investments, Ltd., a Texas Corporation), acting by and through LEONARD M. ROSS, Trustee, a General Partner, GRANTOR, of the County of Brazos, State of Texas, for and in consideration of the payment of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid to GRANTOR by the CITY OF COLLEGE STATION, TEXAS, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto the said CITY OF COLLEGE STATION, a Texas Municipal Corporation, certain rights and interests in the nature of a perpetual EASEMENT on and through the following described property:

All that certain 0.08 acre (3456 square foot) tract or parcel of land, lying and being situated in the J.E. Scott League, Abstract No. 50, College Station, Brazos County, Texas, being a 20 foot wide utility easement, and being a portion out of that same 6.584 acre tract conveyed from Federal Deposit Insurance Corporation to Investments, Ltd., as described by deed recorded in VOLUME 1072, PAGE 578, of the Official Records of Brazos County, Texas, more particularly described by metes and bounds in EXHIBIT A which is attached hereto and incorporated by reference herein.

To erect, construct, install, and thereafter use, operate, inspect, repair, maintain, reconstruct, modify, and remove the following:

- Electric transmission and distribution lines;
- Water lines and sanitary sewer lines, connecting lines, access facilities, and related equipment;
- Storm sewers and collection facilities;
- Television, telephone, and communications lines;
- Drainage ditches, drainage pipes and all other drainage structures, surface and subsurface;

EASEMENT  
P:\D4\ROSS\EASEMENT

PAGE 1

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upon, over, and across said property as herein described and any streets or roads abutting same; and to cut, trim and control the growth of trees and other vegetation on and in the easement area or on adjoining property of GRANTOR, which might interfere with or threaten the operation and maintenance of any public utility equipment, accessories, or operations. It is understood and agreed that any and all equipment and facilities placed upon said property shall remain the property of GRANTEE.

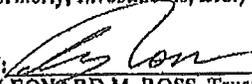
GRANTOR expressly subordinates all rights of surface use incident to the mineral estate to the above described uses of said surface by GRANTEE, and agrees to lender's subordinations on behalf of GRANTEE upon request.

It is expressly understood that the GRANTOR or future Owner of this property reserves the right to use this EASEMENT for all purposes which do not interfere with or prevent its use by the GRANTEE.

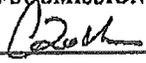
TO HAVE AND TO HOLD the rights and interests herein described unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, forever, and GRANTOR does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, these rights and interests unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof, by, through, and under it, but not otherwise.

EXECUTED this 19<sup>th</sup> day of July, 1989.

LODGEKO PROPERTIES, LTD.  
A Texas Limited Partnership  
(Formerly, Investments, Ltd.)

BY:   
LEONARD M. ROSS, Trustee  
General Partner

APPROVED AS TO FORM.  
THIS DOCUMENT MAY NOT  
BE CHANGED WITHOUT  
RE-SUBMISSION FOR APPROVAL.

  
EASEMENT  
P:\D4\ROSS\EASEMENT

PAGE 2

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(ACKNOWLEDGMENT)

STATE OF TEXAS           §  
COUNTY OF BRAZOS       §

Before me, the undersigned authority on this day personally appeared LEONARD M. ROSS, Trustee, a General Partner of the partnership of LODGECO PROPERTIES, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same is the act of LODGECO PROPERTIES, INC., a Texas Limited Partnership, and that he executed the same as its General Partner and as the act of such limited partnership and for the purposes and consideration expressed in the foregoing instrument.

Given under my hand and seal of office on this 19<sup>th</sup> day of July, 1989.



Charles A. Ellison  
Notary Public, State of Texas  
Printed Name of Notary  
My Commission Expires: \_\_\_\_\_

EASEMENT  
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PAGE 3

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EXHIBIT A

METES AND BOUNDS DESCRIPTION  
OF A  
0.08 ACRE (3436 SQUARE FOOT) TRACT  
(A 20' WIDE UTILITY EASEMENT)  
J. S. SCOTT LEAGUE, ABSTRACT NO. 50  
COLLEGE STATION, BRAZOS COUNTY, TEXAS

Metes and bounds description of all that contain 0.08 acre (3436 square foot) tract or parcel of land, lying and being situated in the J. S. Scott League, Abstract No. 50, College Station, Brazos County, Texas, being a 20 foot wide utility easement, and being a portion out of that same 6.584 acre tract conveyed from Federal Deposit Insurance Corporation to Investments, Ltd., as described by deed recorded in VOLUME 1072, PAGE 578, of the Official Records of Brazos County, Texas, said 0.08 acre tract being more particularly described as follows:

COMMENCING at a 1" diameter drill hole in a concrete wall found marking the most southern east corner of said 6.584 acre tract and lying in the northwest right-of-way line of University Drive.

THENCE S 45° 13' 56" W for a distance of 44.43 feet with said right-of-way line to a point for the PLACE OF BEGINNING.

THENCE S 45° 13' 56" W for a distance of 21.83 feet with said right-of-way line to a point for corner.

THENCE N 21° 08' 46" W for a distance of 151.53 feet across said 6.584 acre tract to a point for angle, said point being in the wall of an existing structure.

THENCE N 45° 18' 01" E for a distance of 4.91 feet with said wall line to a point for corner.

THENCE N 44° 41' 59" W for a distance of 11.27 feet with said wall line to a point for angle.

THENCE N 21° 08' 46" W for a distance of 14.76 feet across said 6.584 acre tract to a point for corner.

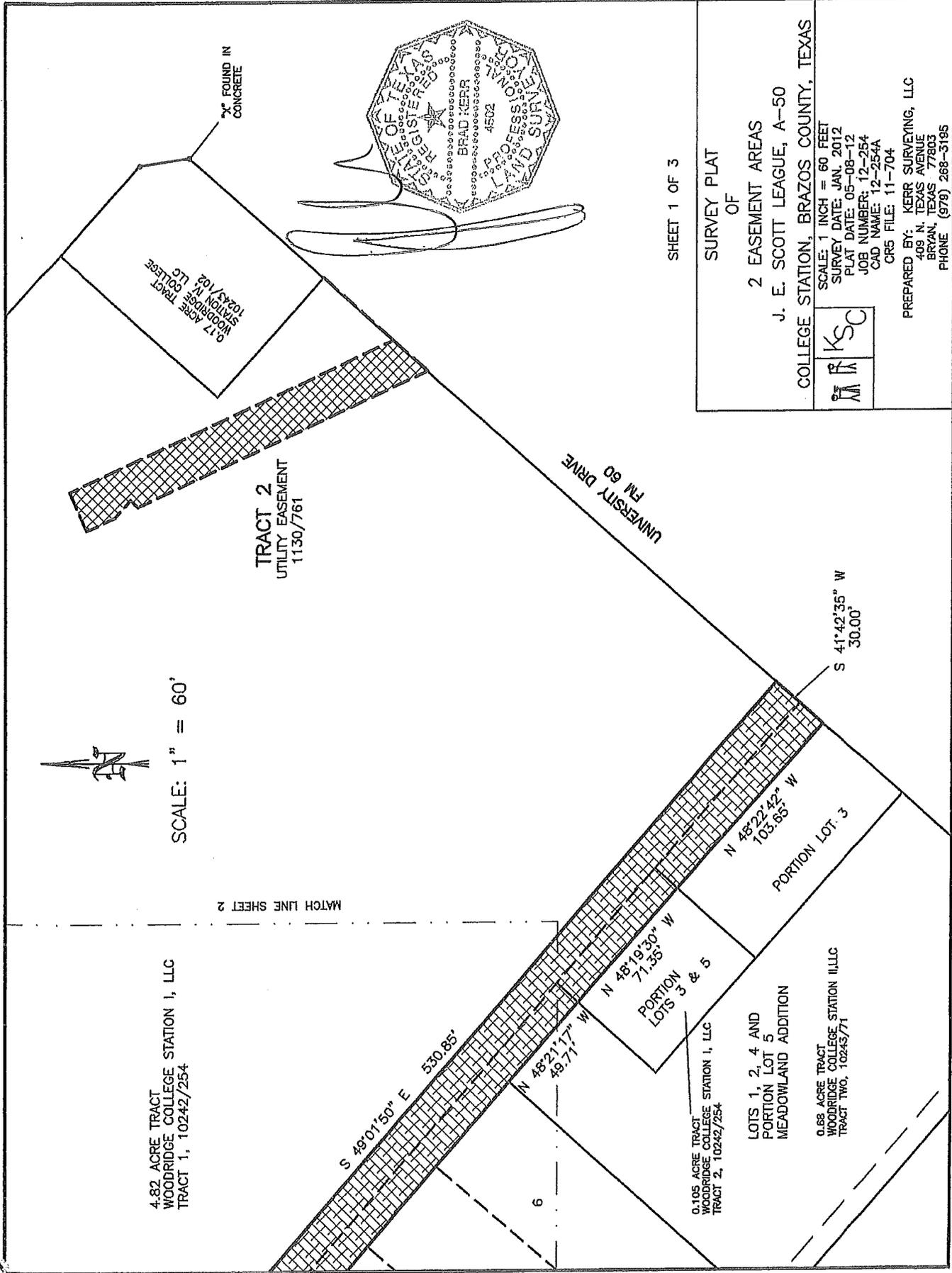
THENCE N 68° 51' 14" E for a distance of 20.00 feet to a point for corner.

THENCE S 21° 08' 46" E for a distance of 169.83 feet across said tract to the PLACE OF BEGINNING, and containing 0.08 acres (3484 square feet) of land, more or less.

June 1989

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12-03  
5-24-12  
2-24



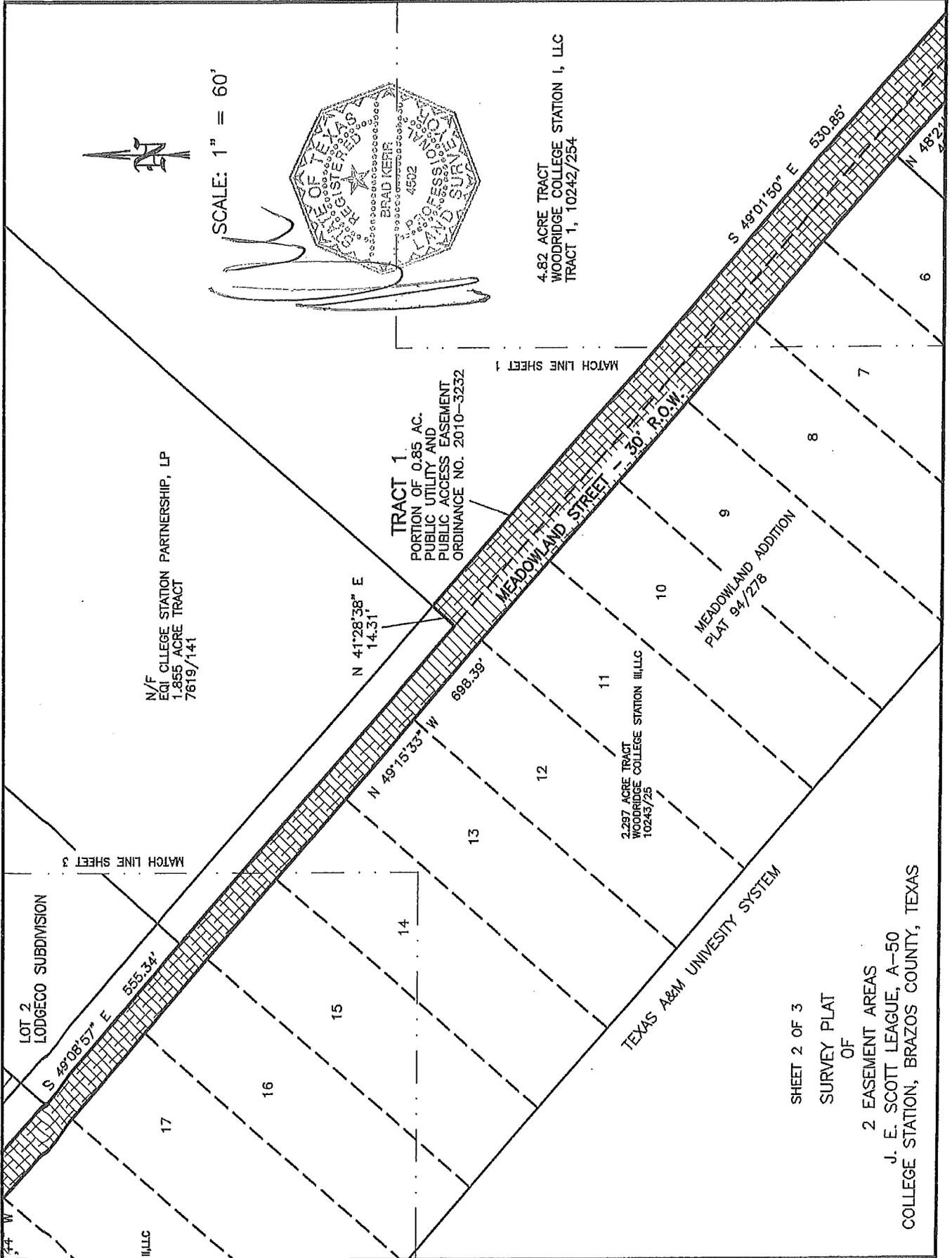
SHEET 1 OF 3

**SURVEY PLAT**  
OF  
**2 EASEMENT AREAS**  
**J. E. SCOTT LEAGUE, A-50**  
**COLLEGE STATION, BRAZOS COUNTY, TEXAS**

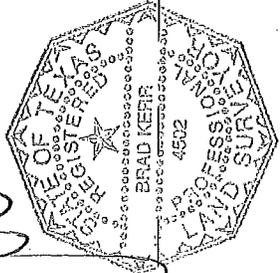
SCALE: 1 INCH = 60 FEET  
 SURVEY DATE: JAN. 2012  
 PLAT DATE: 05-08-12  
 JOB NUMBER: 12-254  
 CAD NAME: 12-254A  
 CRS FILE: 11-704

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

12-0-3  
53112  
2-45  
RLC



SCALE: 1" = 60'



4.82 ACRE TRACT  
WOODRIDGE COLLEGE STATION I, LLC  
TRACT 1, 10242/254

N/F COLLEGE STATION PARTNERSHIP, LP  
1.855 ACRE TRACT  
7619/141

TRACT 1  
PORTION OF 0.85 AC.  
PUBLIC UTILITY AND  
PUBLIC ACCESS EASEMENT  
ORDINANCE NO. 2010-3232

TEXAS A&M UNIVERSITY SYSTEM

MEADOWLAND ADDITION  
PLAT 94/278

2.297 ACRE TRACT  
WOODRIDGE COLLEGE STATION III, LLC  
10243/25

SHEET 2 OF 3  
SURVEY PLAT  
OF

2 EASEMENT AREAS  
J. E. SCOTT LEAGUE, A-50  
COLLEGE STATION, BRAZOS COUNTY, TEXAS



**METES AND BOUNDS DESCRIPTION  
OF A  
5' UTILITY EASEMENT  
NORTH PARK  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A 5.00 FOOT WIDE UTILITY EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF LOTS 2, 3 AND 4, BLOCK 1, NORTH PARK, AS REFLECTED ON THE PLAT RECORDED IN VOLUME 465, PAGE 37 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

**BEGINNING** AT A ½ INCH IRON ROD FOUND ON THE NORTHEAST LINE OF MEADOWLAND STREET (40' R.O.W.) MARKING THE SOUTH CORNER OF SAID LOT 4 AND THE EAST CORNER OF LOT 1, BLOCK 1, TEXIAN INN ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 726, PAGE 201 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** N 49° 08' 09" W ALONG THE NORTHEAST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 86.65 FEET TO THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 25.00 FEET;

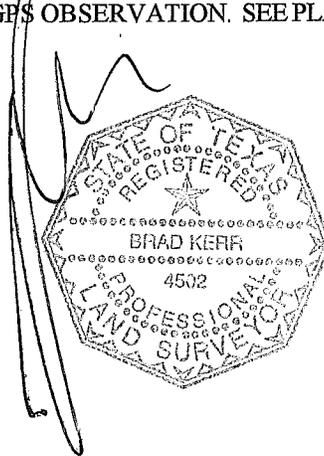
**THENCE:** ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36° 52' 12" FOR AN ARC DISTANCE OF 16.09 FEET (CHORD BEARS: N 30° 42' 03" W - 15.81 FEET) TO THE NORTHEAST LINE OF SAID EASEMENT;

**THENCE:** S 49° 08' 09" E THROUGH SAID LOTS 2, 3 AND 4 AND ALONG THE NORTHEAST LINE OF SAID EASEMENT, 5.00 FEET FROM AND PARALLEL TO THE NORTHEAST LINE OF MEADOWLAND STREET, FOR A DISTANCE OF 101.71 FEET TO THE COMMON LINE OF SAID LOT 4 AND TEXIAN INN ADDITION;

**THENCE:** S 41° 29' 01" W ALONG SAID COMMON LINE FOR A DISTANCE OF 5.00 FEET TO THE **POINT OF BEGINNING** CONTAINING 484.5 SQUARE FEET OF LAND, MORE OR LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION. SEE PLAT PREPARED MAY 2012 FOR MORE DESCRIPTIVE INFORMATION.

BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

D:/WORK/MAB/12-254B2.MAB



**METES AND BOUNDS DESCRIPTION  
OF A  
UTILITY EASEMENT  
NORTH PARK  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A UTILITY EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF LOTS 3-10, BLOCK 2, NORTH PARK, AS REFLECTED ON THE PLAT RECORDED IN VOLUME 465, PAGE 37 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

**BEGINNING** AT A ½ INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF MEADOWLAND STREET (40' R.O.W.) MARKING THE EAST CORNER OF SAID LOT 10, SAID IRON ROD FOUND BEING ON THE NORTHWEST LINE OF LOT 19, MEADOWLAND ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 94, PAGE 278 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** S 41° 26' 44" W ALONG THE COMMON LINE OF SAID LOT 10 AND SAID LOT 19 FOR A DISTANCE OF 5.00 FEET;

**THENCE:** N 48° 51' 33" W THROUGH SAID LOT 10 AND ALONG THE SOUTHWEST LINE OF SAID EASEMENT, 5.00 FEET FROM AND PARALLEL TO THE SOUTHWEST LINE OF MEADOWLAND STREET, FOR A DISTANCE OF 46.92 FEET TO THE COMMON LINE OF SAID LOT 10 AND LOT 9;

**THENCE:** N 49° 08' 39" W THROUGH SAID LOT 9 AND ALONG THE SOUTHWEST LINE OF SAID EASEMENT, 5.00 FEET FROM AND PARALLEL TO THE SOUTHWEST LINE OF MEADOWLAND STREET, FOR A DISTANCE OF 63.24 FEET;

**THENCE:** S 41° 25' 11" W CONTINUING THROUGH SAID LOT 9 AND ALONG A SOUTHEAST LINE OF SAID EASEMENT, 5.00 FEET FROM AND PARALLEL TO THE COMMON LINE OF SAID LOT 9 AND LOTS 7 AND 8, FOR A DISTANCE OF 151.52 FEET TO THE COMMON LINE OF SAID BLOCK 2 AND A TRACT OF LAND CURRENTLY OWNED BY THE TEXAS A&M UNIVERSITY SYSTEM, FOR REFERENCE A ½ INCH IRON ROD FOUND ON THE NORTHWEST LINE OF UNIVERSITY DRIVE MARKING THE COMMON CORNER OF SAID TEXAS A&M TRACT AND MEADOWLAND ADDITION BEARS: S 49° 04' 31" E FOR A DISTANCE OF 1032.59 FEET;

**THENCE:** N 49° 04' 31" W ALONG THE COMMON LINE OF SAID BLOCK 2 AND SAID TEXAS A&M TRACT FOR A DISTANCE OF 15.00 FEET;

**THENCE:** N 41° 25' 11" E THROUGH SAID LOTS 8 AND 7 AND ALONG A NORTHWEST LINE OF SAID EASEMENT, 10.00 FEET FROM AND PARALLEL TO THE COMMON LINE OF SAID LOTS 7, 8 AND 9, FOR A DISTANCE OF 151.50 FEET;

**THENCE:** N 49° 08' 39" W THROUGH SAID LOT 7 AND ALONG THE SOUTHWEST LINE OF SAID EASEMENT, 5.00 FEET FROM AND PARALLEL TO THE SOUTHWEST LINE OF MEADOWLAND STREET, FOR A DISTANCE OF 37.55 FEET;

**THENCE:** N 49° 08' 04" W CONTINUING THROUGH SAID LOT 7 AND ALONG THE SOUTHWEST LINE OF SAID EASEMENT, 5.00 FEET FROM AND PARALLEL TO THE SOUTHWEST LINE OF MEADOWLAND STREET, FOR A DISTANCE OF 39.33 FEET TO THE COMMON LINE OF SAID LOT 8 AND SAID LOT 6;

**THENCE:** N 49° 12' 26" W THROUGH SAID LOTS 6 AND 5 AND ALONG THE SOUTHWEST LINE OF SAID EASEMENT, 5.00 FEET FROM AND PARALLEL TO THE SOUTHWEST LINE OF MEADOWLAND STREET, FOR A DISTANCE OF 76.81 FEET;

**THENCE:** S 41° 37' 53" W CONTINUING THROUGH SAID LOTS 5 AND 6 AND ALONG A SOUTHEAST LINE OF SAID EASEMENT, 10.00 FEET FROM AND PARALLEL TO THE COMMON LINE OF SAID LOTS 5 AND 6 AND LOTS 3 AND 4, FOR A DISTANCE OF 151.24 FEET TO THE COMMON LINE OF SAID BLOCK 2 AND SAID TEXAS A&M TRACT;

**THENCE:** N 49° 04' 31" W ALONG THE COMMON LINE OF SAID BLOCK 2 AND SAID TEXAS A&M TRACT FOR A DISTANCE OF 20.00 FEET;

**THENCE:** N 41° 37' 53" E THROUGH SAID LOTS 4 AND 3 AND ALONG A NORTHWEST LINE OF SAID EASEMENT, 10.00 FEET FROM AND PARALLEL TO THE COMMON LINE OF SAID LOTS 5 AND 6 AND LOTS 3 AND 4, FOR A DISTANCE OF 151.23 FEET;

**THENCE:** N 49° 02' 57" W THROUGH SAID LOTS 3 AND 4 AND ALONG THE SOUTHWEST LINE OF SAID EASEMENT, 5.00 FEET FROM AND PARALLEL TO THE SOUTHWEST LINE OF MEADOWLAND STREET, FOR A DISTANCE OF 77.18 FEET TO THE COMMON LINE OF SAID LOT 4 AND LOT 2, BLOCK 2, FOR REFERENCE A ½ INCH IRON ROD FOUND ON THE COMMON LINE OF SAID BLOCK 2 AND SAID TEXAS A&M TRACT MARKING THE WEST CORNER OF SAID LOT 4 BEARS: S 41° 19' 32" W FOR A DISTANCE OF 151.25 FEET;

**THENCE:** N 41° 19' 32" E ALONG THE COMMON LINE OF SAID LOT 4 AND SAID LOT 2 FOR A DISTANCE OF 5.00 FEET TO THE SOUTHWEST LINE OF MEADOWLAND STREET;

**THENCE:** ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR THE FOLLOWING CALLS:

S 49° 02' 57" E FOR A DISTANCE OF 87.20 FEET TO A ½ INCH IRON ROD FOUND;

S 49° 12' 26" E FOR A DISTANCE OF 86.75 FEET;

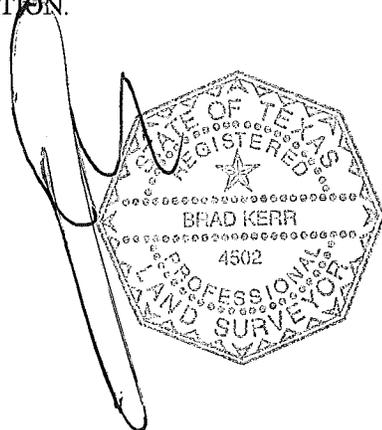
S 49° 08' 04" E FOR A DISTANCE OF 39.34 FEET;

S 49° 08' 39" E FOR A DISTANCE OF 115.80 FEET TO A ½ INCH IRON ROD FOUND;

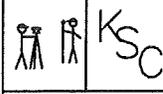
S 48° 51' 33" E FOR A DISTANCE OF 46.95 FEET TO THE **POINT OF BEGINNING** CONTAINING 7177 SQUARE FEET (0.16 OF AN ACRE) OF LAND, MORE OR LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION. SEE PLAT PREPARED MAY 2012 FOR MORE DESCRIPTIVE INFORMATION.

BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

D:/WORK/MAB/12-254B1.MAB

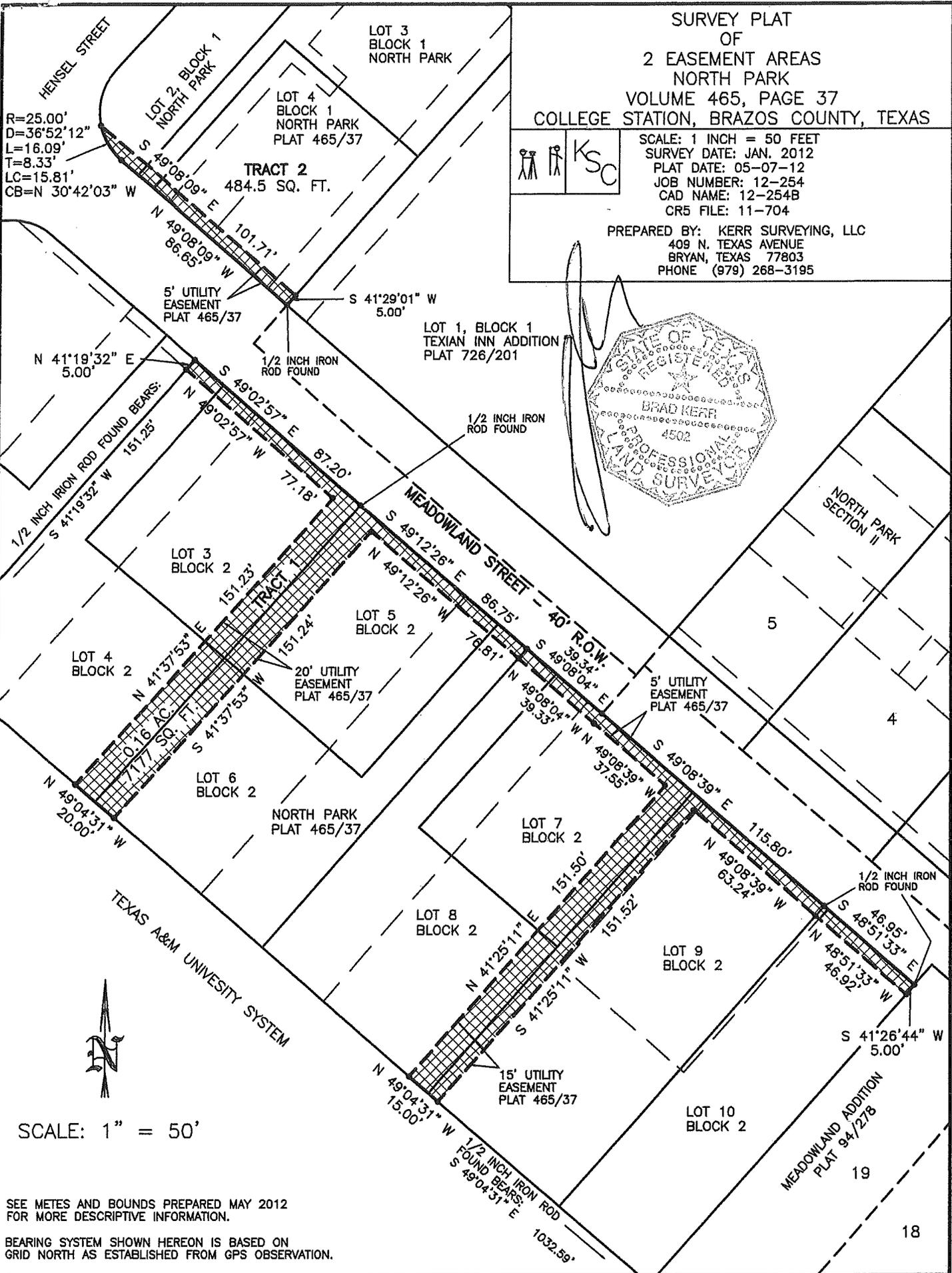


SURVEY PLAT  
OF  
2 EASEMENT AREAS  
NORTH PARK  
VOLUME 465, PAGE 37  
COLLEGE STATION, BRAZOS COUNTY, TEXAS



SCALE: 1 INCH = 50 FEET  
SURVEY DATE: JAN. 2012  
PLAT DATE: 05-07-12  
JOB NUMBER: 12-254  
CAD NAME: 12-254B  
CR5 FILE: 11-704

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



SCALE: 1" = 50'

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

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

12-63  
5-21-12  
2:45 PK

12-80

**METES AND BOUNDS DESCRIPTION  
OF A  
0.59 ACRE TRACT  
MEADOWLAND STREET  
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 THE ABANDONED RIGHT-OF-WAY OF MEADOWLAND STREET (30'-40' R.O.W.) RESERVED AS A PUBLIC ACCESS AND PUBLIC UTILITY EASEMENT PER ORDINANCE NO. 2010-3232 BY THE CITY OF COLLEGE STATION.

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

**BEGINNING** AT A 5/8 INCH IRON ROD FOUND ON THE NORTHWEST LINE OF UNIVERSITY DRIVE (FM 60) MARKING THE SOUTH CORNER OF A CALLED 4.82 ACRE TRACT DESCRIBED AS TRACT 1 BY A DEED TO WOODRIDGE COLLEGE STATION I, LLC, RECORDED IN VOLUME 10242, PAGE 254 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** S 41° 38' 43" W ALONG THE NORTHWEST LINE OF UNIVERSITY DRIVE FOR A DISTANCE OF 30.00 FEET TO THE EAST CORNER OF LOT 3, MEADOWLAND ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 94, PAGE 278 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** N 48° 22' 42" W ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 103.65 FEET TO A ½ INCH IRON ROD FOUND MARKING THE EAST CORNER OF A CALLED 0.105 ACRE TRACT DESCRIBED AS TRACT 2 BY SAID DEED TO WOODRIDGE COLLEGE STATION I, LLC;

**THENCE:** N 48° 19' 30" W CONTINUING ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 71.35 FEET TO AN "X" FOUND IN CONCRETE MARKING THE NORTH CORNER OF SAID 0.105 ACRE TRACT;

**THENCE:** N 48° 21' 17" W CONTINUING ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 49.71 FEET TO AN "X" FOUND IN CONCRETE MARKING THE COMMON CORNER OF LOT 5 AND LOT 6, MEADOWLAND ADDITION;

**THENCE:** N 49° 15' 33" W CONTINUING ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 698.39 FEET TO THE NORTH CORNER OF LOT 19, MEADOWLAND ADDITION;

**THENCE:** S 41° 26' 44" W ALONG THE NORTHWEST LINE OF SAID LOT 19 FOR A DISTANCE OF 10.41 FEET TO A ½ INCH IRON ROD FOUND MARKING THE EAST CORNER OF LOT 10, BLOCK 2, NORTH PARK, ACCORDING TO THE PLAT RECORDED IN VOLUME 465, PAGE 37 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** N 48° 51' 33" W CONTINUING ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 46.95 FEET TO A ½ INCH IRON ROD FOUND MARKING THE COMMON CORNER OF SAID LOT 10 AND LOT 9, BLOCK 2;

**THENCE:** N 49° 08' 39" W CONTINUING ALONG THE SOUTHWEST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 115.80 FEET TO THE MOST WESTERLY CORNER OF THIS HEREIN DESCRIBED TRACT;

**THENCE:** N 40° 51' 56" E THROUGH MEADOWLAND STREET FOR A DISTANCE OF 40.34 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE WEST CORNER OF LOT 5, NORTH PARK, SECTION II;

**THENCE:** S 49° 05' 45" E ALONG THE NORTHEAST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 51.51 FEET TO THE SOUTH CORNER OF SAID LOT 5;

**THENCE:** S 40° 53' 23" W THROUGH THE RIGHT-OF-WAY OF MEADOWLAND STREET FOR A DISTANCE OF 15.12 FEET TO THE APPROXIMATE CENTERLINE OF SAID RIGHT-OF-WAY;

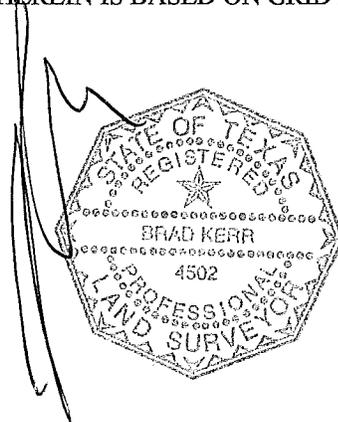
**THENCE:** S 49° 08' 57" E THROUGH SAID RIGHT-OF-WAY FOR A DISTANCE OF 503.84 FEET;

**THENCE:** N 41° 28' 38" E CONTINUING THROUGH SAID RIGHT-OF-WAY FOR A DISTANCE OF 14.31 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE WEST CORNER OF THE AFOREMENTIONED 4.82 ACRE TRACT;

**THENCE:** S 49° 01' 50" E ALONG THE NORTHEAST LINE OF MEADOWLAND STREET FOR A DISTANCE OF 530.85 FEET TO THE **POINT OF BEGINNING** CONTAINING 0.59 OF AN ACRE OF LAND, MORE OF LESS, AS SURVEYED ON THE GROUND. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

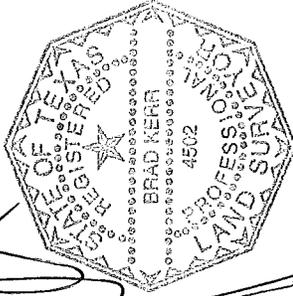
BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

D:/WORK/MAB/12-153-3.MAB





SCALE: 1" = 60'



4.82 ACRE TRACT  
WOODRIDGE COLLEGE STATION I, LLC  
TRACT 1, 10242/254

PUBLIC ACCESS AND  
UTILITY EASEMENT  
ORDINANCE NO. 2010-3232

POINT OF  
BEGINNING  
5/8" IRON  
ROD FOUND

S 41°38'43" W  
30.00'

UNIVERSITY DRIVE  
FM 60

N 48°19'30" W  
71.35' W  
PORTION  
LOTS 3 & 5

N 48°22'42" W  
103.65' W  
1/2" IRON  
ROD FOUND  
PORTION LOT 3

LOTS 1, 2, 4 AND  
PORTION LOT 5  
MEADOWLAND ADDITION

0.68 ACRE TRACT  
WOODRIDGE COLLEGE STATION II, LLC  
TRACT TWO, 10245/71

S 49°01'50" E 530.85'  
0.59 ACRE TRACT

"X" FOUND IN  
CONCRETE

N 48°21'17" W  
49.71'

"X" FOUND IN  
CONCRETE

0.105 ACRE TRACT  
WOODRIDGE COLLEGE STATION I, LLC  
TRACT 2, 10242/254

MEADOWLAND STREET - 30' R.O.W.

N 49°15'33" W  
698.39'

2.287 ACRE TRACT  
WOODRIDGE COLLEGE STATION III, LLC  
10243/25

MEADOWLAND ADDITION  
PLAT 94/278

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

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

PAGE 1 OF 2

**SURVEY PLAT**  
OF A  
0.59 ACRE TRACT  
ABANDONED RIGHT-OF-WAY  
COLLEGE STATION, BRAZOS COUNTY, TEXAS

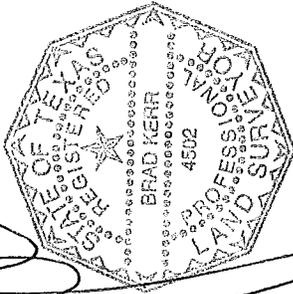
SCALE: 1 INCH = 60 FEET  
 SURVEY DATE: 03-27-12  
 PLAT DATE: 03-27-12  
 JOB NUMBER: 12-153  
 CAD NAME: 12-153A  
 CRS FILE: 11-704

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





SCALE: 1" = 60'



N/F  
EQI COLLEGE STATION PARTNERSHIP, LP  
1.855 ACRE TRACT  
7619/141

LOT 2  
LODGE CO SUBDIVISION

NORTH PARK  
SECTION II

0.59 ACRE TRACT  
503.84'

N 41°28'38" E  
14.31'

N 49°15'33" W  
698.39'

5/8" IRON  
ROD FOUND

13

14

15

16

17

18

19

0.62 ACRE TRACT  
WOODRIDGE COLLEGE STATION II, LLC  
TRACT ONE, 10243/71

S 41°26'44" W  
10.41'

1/2" IRON  
ROD FOUND

N 48°51'33" W  
46.95'

S 49°08'57" E  
503.84'

S 49°05'45" E  
51.51'

N 40°51'56" E  
40.34'

MEADOWLAND STREET - 40' R.O.W.

1/2" IRON  
ROD FOUND

1/2" IRON  
ROD FOUND

LOT 7  
BLOCK 2  
NORTH PARK  
PLAT 465/37

LOT 8  
BLOCK 2  
NORTH PARK  
TRACT SEVEN, 10243/71

LOT 9  
BLOCK 2  
NORTH PARK  
TRACT SIX, 10243/71

LOT 10  
BLOCK 2  
NORTH PARK  
TRACT FIVE, 10243/71

0.28 ACRE TRACT  
TRACT FOUR, 10243/71

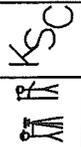
0.20 ACRE TRACT  
WOODRIDGE COLLEGE STATION I, LLC  
TRACT THREE, 10243/71

PAGE 2 OF 2

SURVEY PLAT  
OF A  
0.59 ACRE TRACT  
PORTION OF MEADOWLAND STREET  
ABANDONED RIGHT-OF-WAY  
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1 INCH = 60 FEET  
SURVEY DATE:  
PLAT DATE: 03-27-12  
JOB NUMBER: 12-153  
CAD NAME: 12-153A  
CRS FILE: 11-704

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



OPR 1130/761

UTILITY BASEMENT  
(Specific Property)

FILED

89 JUL 19 PM 4:08

430252

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZOS

§

That, **LOGGECO PROPERTIES, LTD.**, a Texas Limited Partnership (formerly Investments, Ltd., a Texas Corporation), acting by and through **LEONARD M. ROSS**, Trustee, a General Partner, **GRANTOR**, of the County of Brazos, State of Texas, for and in consideration of the payment of **TEN AND NO/100 DOLLARS (\$10.00)**, and other good and valuable consideration, in hand paid to **GRANTOR** by the **CITY OF COLLEGE STATION, TEXAS**, the receipt of which is hereby acknowledged, has **GRANTED, SOLD and CONVEYED** and by these presents does **GRANT, SELL and CONVEY** unto the said **CITY OF COLLEGE STATION**, a Texas Municipal Corporation, certain rights and interests in the nature of a perpetual **EASEMENT** on and through the following described property:

All that certain 0.08 acre (3456 square foot) tract or parcel of land, lying and being situated in the J.E. Scott League, Abstract No. 50, College Station, Brazos County, Texas, being a 20 foot wide utility easement, and being a portion out of that same 6.584 acre tract conveyed from Federal Deposit Insurance Corporation to Investments, Ltd., as described by deed recorded in **VOLUME 1072, PAGE 578**, of the Official Records of Brazos County, Texas, more particularly described by metes and bounds in **EXHIBIT A** which is attached hereto and incorporated by reference herein.

To erect, construct, install, and thereafter use, operate, inspect, repair, maintain, reconstruct, modify, and remove the following:

- Electric transmission and distribution lines;
- Water lines and sanitary sewer lines, connecting lines, access facilities, and related equipment;
- Storm sewers and collection facilities;
- Television, telephone, and communications lines;
- Drainage ditches, drainage pipes and all other drainage structures, surface and subsurface;

EASEMENT  
P:\D4\ROSS\EASEMENT

PAGE 1

VO. 1130 PAGE 761

upon, over, and across said property as herein described and any streets or roads abutting same; and to cut, trim and control the growth of trees and other vegetation on and in the easement area or on adjoining property of GRANTOR, which might interfere with or threaten the operation and maintenance of any public utility equipment, accessories, or operations. It is understood and agreed that any and all equipment and facilities placed upon said property shall remain the property of GRANTEE.

GRANTOR expressly subordinates all rights of surface use incident to the mineral estate to the above described uses of said surface by GRANTEE, and agrees to lender's subordinations on behalf of GRANTEE upon request.

It is expressly understood that the GRANTOR or future Owner of this property reserves the right to use this EASEMENT for all purposes which do not interfere with or prevent its use by the GRANTEE.

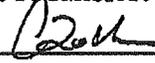
TO HAVE AND TO HOLD the rights and interests herein described unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, forever, and GRANTOR does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, these rights and interests unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof, by, through, and under it, but not otherwise.

EXECUTED this 19<sup>th</sup> day of July, 1989.

LODGECO PROPERTIES, LTD.  
A Texas Limited Partnership  
(Formerly, Investments, Ltd.)

BY:   
LEONARD M. ROSS, Trustee  
General Partner

APPROVED AS TO FORM.  
THIS DOCUMENT MAY NOT  
BE CHANGED WITHOUT  
RE-SUBMISSION FOR APPROVAL.

  
\_\_\_\_\_

EASEMENT  
P:\D4\ROSS\EASEMENT

PAGE 2

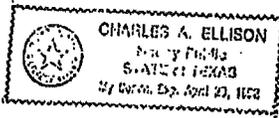
VOL. 1130 PAGE 762

(ACKNOWLEDGMENT)

STATE OF TEXAS §  
COUNTY OF BRAZOS §

Before me, the undersigned authority on this day personally appeared LEONARD M. ROSS, Trustee, a General Partner of the partnership of LODGECO PROPERTIES, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same is the act of LODGECO PROPERTIES, INC., a Texas Limited Partnership, and that he executed the same as its General Partner and as the act of such limited partnership and for the purposes and consideration expressed in the foregoing instrument.

Given under my hand and seal of office on this 19<sup>th</sup> day of July, 1989.



*Charles A. Ellison*  
Notary Public, State of Texas

Printed Name of Notary \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EASEMENT  
P:\D4\ROSS\EASEMENT

PAGE 3

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EXHIBIT A

METES AND BOUNDS DESCRIPTION  
OF A  
0.08 ACRE (3436 SQUARE FOOT) TRACT  
(A 20' WIDE UTILITY EASEMENT)  
J. B. SCOTT LEAGUE, ABSTRACT NO. 30  
COLLEGE STATION, BRAZOS COUNTY, TEXAS

Metes and bounds description of all that certain 0.08 acre (3436 square foot) tract or parcel of land, lying and being situated in the J. B. Scott Lease, Abstract No. 30, College Station, Brazos County, Texas, being a 20' foot wide utility easement, and being a portion out of that same 6.584 acre tract conveyed from Federal Deposit Insurance Corporation to Investments, Ltd., as described by deed recorded in VOLUME 1072, PAGE 578, of the Official Records of Brazos County, Texas, said 0.08 acre tract being more particularly described as follows:

COMMENCING at a 1" diameter drill hole in a concrete wall found marking the most southern east corner of said 6.584 acre tract and lying in the northwest right-of-way line of University Drive.

THENCE S 45° 13' 56" W for a distance of 44.43 feet with said right-of-way line to a point for the PLACE OF BEGINNING.

THENCE S 45° 13' 56" W for a distance of 21.83 feet with said right-of-way line to a point for corner.

THENCE N 21° 08' 46" W for a distance of 151.53 feet across said 6.584 acre tract to a point for angle, said point being in the wall of an existing structure.

THENCE N 45° 18' 01" E for a distance of 4.91 feet with said wall line to a point for corner.

THENCE N 44° 41' 59" W for a distance of 11.27 feet with said wall line to a point for angle.

THENCE N 21° 08' 46" W for a distance of 14.76 feet across said 6.584 acre tract to a point for corner.

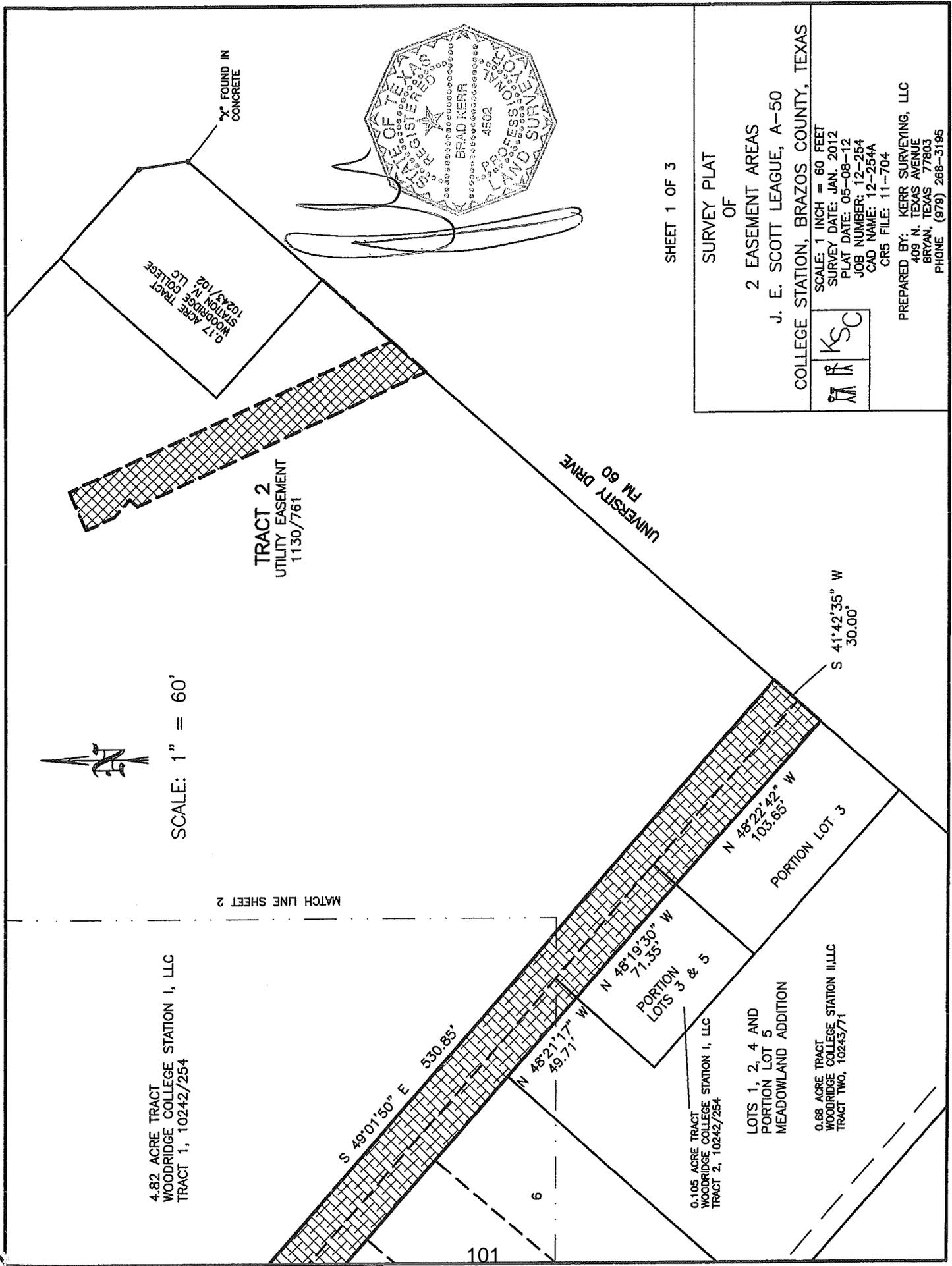
THENCE N 68° 31' 14" E for a distance of 20.00 feet to a point for corner.

THENCE S 21° 08' 46" E for a distance of 169.83 feet across said tract to the PLACE OF BEGINNING, and containing 0.08 acres (3436 square feet) of land, more or less.

June 1989

VOL. 1130 PAGE 764

12-03  
5-24-12  
2-4-12



SCALE: 1" = 60'

MATCH LINE SHEET 2

4.82 ACRE TRACT  
WOODRIDGE COLLEGE STATION I, LLC  
TRACT 1, 10242/254

0.17 ACRE TRACT  
WOODRIDGE COLLEGE  
STATION I, LLC  
10243/102

TRACT 2  
UTILITY EASEMENT  
1130/761

UNIVERSITY DRIVE  
FM 60

S 48°01'50" E 530.85'

N 48°21'17" W 49.71'

N 48°19'30" W 71.33'

N 48°22'42" W 103.65'

S 41°42'35" W 30.00'

0.105 ACRE TRACT  
WOODRIDGE COLLEGE STATION I, LLC  
TRACT 2, 10242/254

LOTS 1, 2, 4 AND  
PORTION LOT 5  
MEADOWLAND ADDITION

0.68 ACRE TRACT  
WOODRIDGE COLLEGE STATION III, LLC  
TRACT TWO, 10243/71

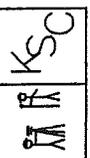
SHEET 1 OF 3

SURVEY PLAT  
OF

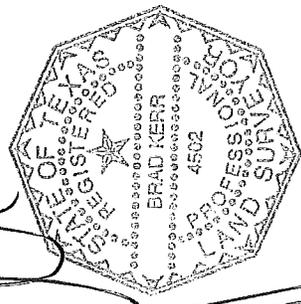
2 EASEMENT AREAS  
J. E. SCOTT LEAGUE, A-50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

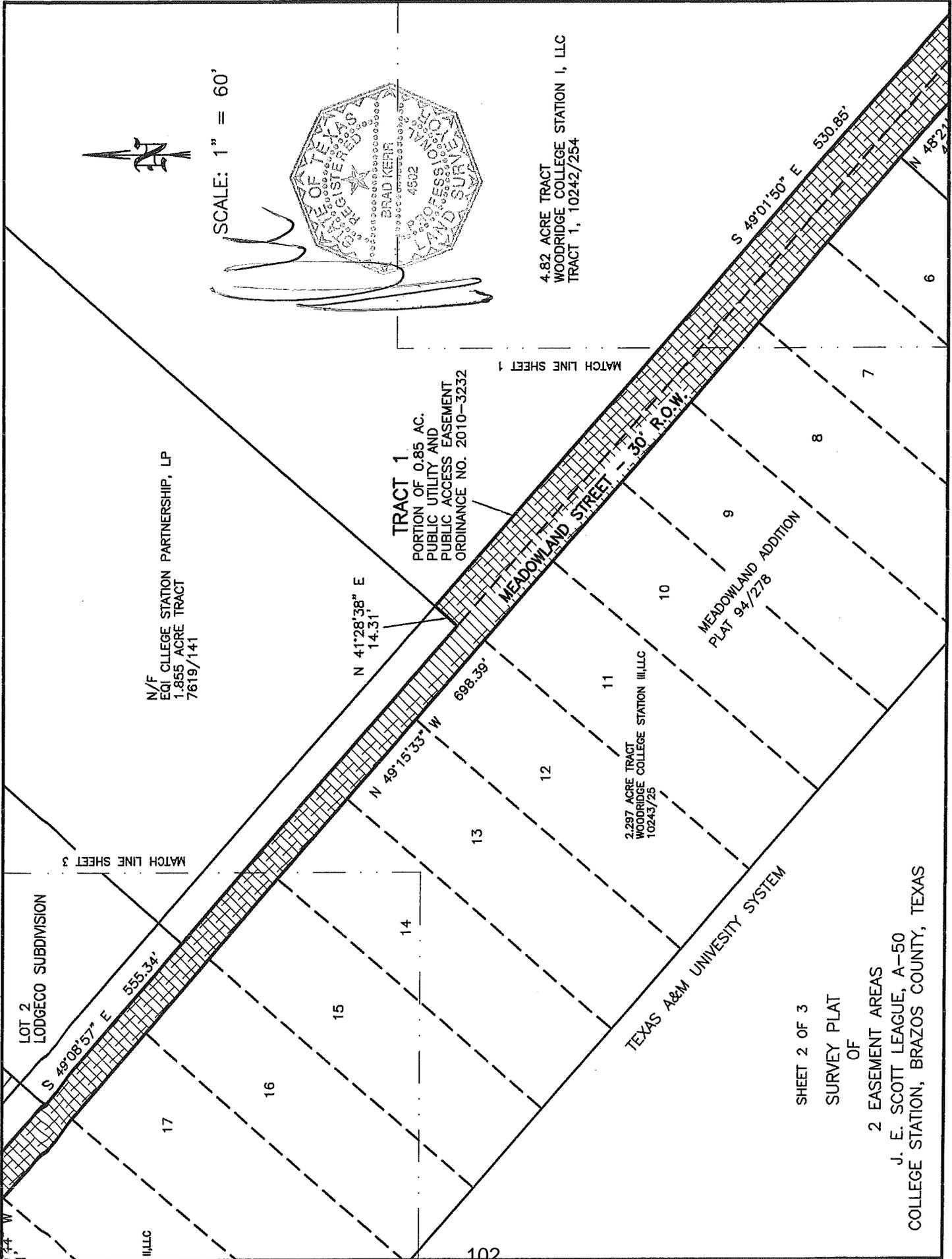
SCALE: 1 INCH = 60 FEET  
SURVEY DATE: JAN. 2012  
PLAT DATE: 05-08-12  
JOB NUMBER: 12-254  
CAD NAME: 12-254A  
CRS FILE: 11-704



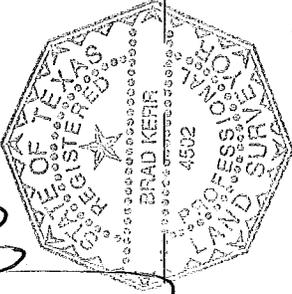
PREPARED BY: KERR SURVEYING, LLC  
409 N. TEXAS AVENUE  
BRYAN, TEXAS 77803  
PHONE (979) 268-3195



12-03  
5-21-12  
2-15  
PAC



SCALE: 1" = 60'



MATCH LINE SHEET 1

MATCH LINE SHEET 3

SHEET 2 OF 3

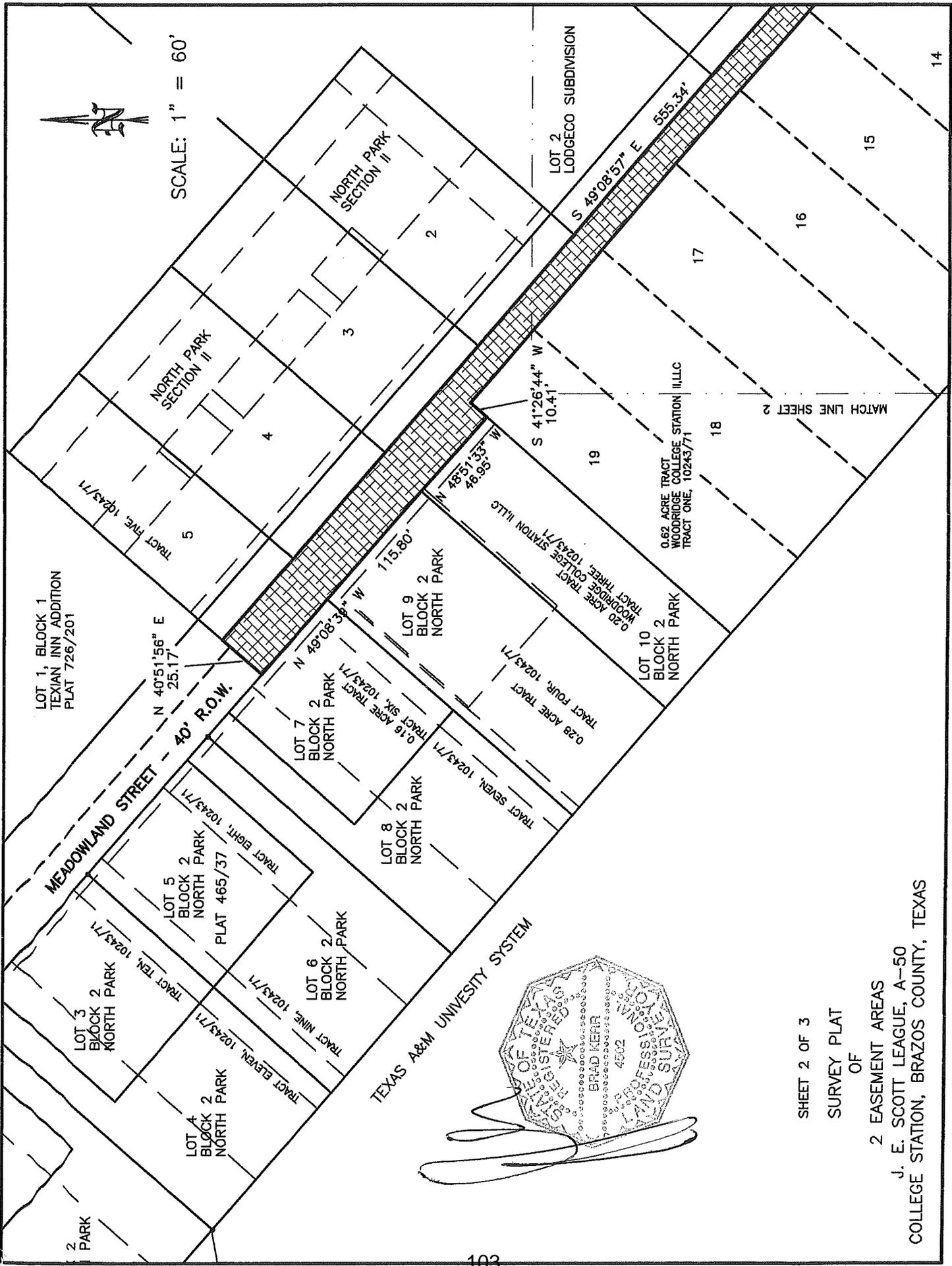
SURVEY PLAT OF

2 EASEMENT AREAS

J. E. SCOTT LEAGUE, A-50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

12-003  
5-21-12  
2:45  
JAL



LOT 1, BLOCK 1  
TEXIAN INN ADDITION  
PLAT 726/201

SCALE: 1" = 60'

MEADOWLAND STREET  
40' R.O.W.

2 PARK

LOT 5  
BLOCK 2  
NORTH PARK  
PLAT 465/37

LOT 4  
BLOCK 2  
NORTH PARK

LOT 6  
BLOCK 2  
NORTH PARK

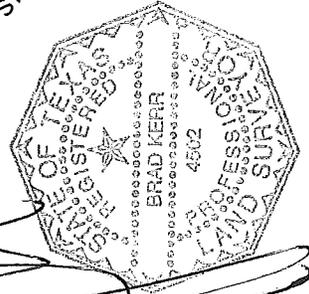
LOT 7  
BLOCK 2  
NORTH PARK

LOT 8  
BLOCK 2  
NORTH PARK

LOT 9  
BLOCK 2  
NORTH PARK

LOT 10  
BLOCK 2  
NORTH PARK

TEXAS A&M UNIVERSITY SYSTEM



SHEET 2 OF 3  
SURVEY PLAT  
OF

2 EASEMENT AREAS  
J. E. SCOTT LEAGUE, A-50  
COLLEGE STATION, BRAZOS COUNTY, TEXAS

**June 28, 2012**  
**Regular Agenda Item No. 4**  
**2041 Holleman Drive & 1451 Harvey Mitchell Parkway Rezoning**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance", Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning from C-1 General Commercial to R-4 Multi-Family for approximately 0.7 acres and R-4 Multi-Family to C-1 General Commercial for approximately 0.85 acres for the properties located at 2041 Holleman Drive West and 1451 Harvey Mitchell Parkway South, generally located at the corner of Holleman Drive West and Harvey Mitchell Parkway South.

**Relationship to Strategic Goals:** Diverse Growing Economy, Sustainable City

**Recommendation(s):** The Planning and Zoning Commission considered this item at their June 7, 2012 meeting and voted 6-0 to recommend approval of the rezoning request.

**Summary:** Due to the irregular shape of the subject properties, the proposed rezoning reconfigures them so that the R-4 Multi-Family property will be more rectangular in shape and the C-1 General Commercial property will be able to utilize frontage on Harvey Mitchell Parkway.

The Unified Development Ordinance provides the following review criteria for zoning map amendments:

**REVIEW CRITERIA**

- 1. Consistency with the Comprehensive Plan:** The subject parcels and surrounding parcels are shown on the Comprehensive Plan Future Land Use and Character Map and Concept Map as Urban Growth Area VI which allows for general commercial activities and multi-family development. C-1 General Commercial and R-4 Multi-Family are appropriate for this land use designation.
- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The subject tract that is currently zoned R-4 Multi-Family is compatible with The Zone Apartments and Lakeridge Townhomes that are developed to the north and east. A small shopping center with a convenient store and fast food is compatible with the subject tract that is currently zoned C-1 General Commercial. Because both lots are essentially trading their current zonings, the present zoning already conforms with the character of the neighborhood.
- 3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The subject tract currently zoned R-4 Multi-Family has limited space for access to Holleman Drive to allow for residents of Lakeridge Townhomes to enter and egress easily. The tract that is currently zoned C-1 General Commercial has limited visibility from Harvey Mitchell Parkway and can benefit from utilizing shared access from Holleman Drive.

4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** Due to the accessibility issues created by lot configuration, the orientation of the subject lots is not beneficial for future development due to abiding by required setbacks and driveway access.
5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** By reorienting the parcels with new zoning, the R-4 Multi-Family tract will be more profitable with a more rectangular shape and their gained potential access point off of Holleman Drive and the C-1 General Commercial tract will be more marketable with frontage on Harvey Mitchell as well as visibility from Holleman Drive.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** The subject tracts are adjacent to an 8-inch water main along Holleman Drive West. There is also a 15-inch sanitary sewer line available to serve these tracts. Drainage is mainly to the west within the Bee Cree Drainage Basin. All drainage and utilities infrastructure shall be designed in accordance with BCS Unified Design Guidelines at the time of platting and site development. The tract is adjacent to Harvey Mitchell Parkway, a Freeway on the Thoroughfare Plan, and Holleman Drive West, a 4-Lane Major Collector.

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

**Attachments:**

1. Background Information
2. Aerial & Small Area Map (SAM)
3. Draft Planning & Zoning Commission Minutes – June 7, 2012
4. Ordinance

## BACKGROUND INFORMATION

### NOTIFICATIONS

Advertised Commission Hearing Date: June 7, 2012  
 Advertised Council Hearing Dates: June 28, 2012

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

None  
 Property owner notices mailed: Ten  
 Contacts in support: None  
 Contacts in opposition: None  
 Inquiry contacts: None

### ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
<b>North</b>	Urban, Growth Area VI	R-4 Multi-Family, C-1 General Commercial	The Zone Apartments
<b>South</b> (Across Harvey Mitchell Pkwy, Freeway)	Urban, Growth Area VI	PDD Planned Development District	Vacant
<b>East</b>	Urban, Growth Area VI	R-4 Multi-Family	Lakeridge Townhomes
<b>West</b> (Across Holleman Dr W, Major Collector)	Urban, Growth Area VI	R-2 Duplex Residential, PDD-B Planned Development District	Duplexes, Convenience Store

### DEVELOPMENT HISTORY

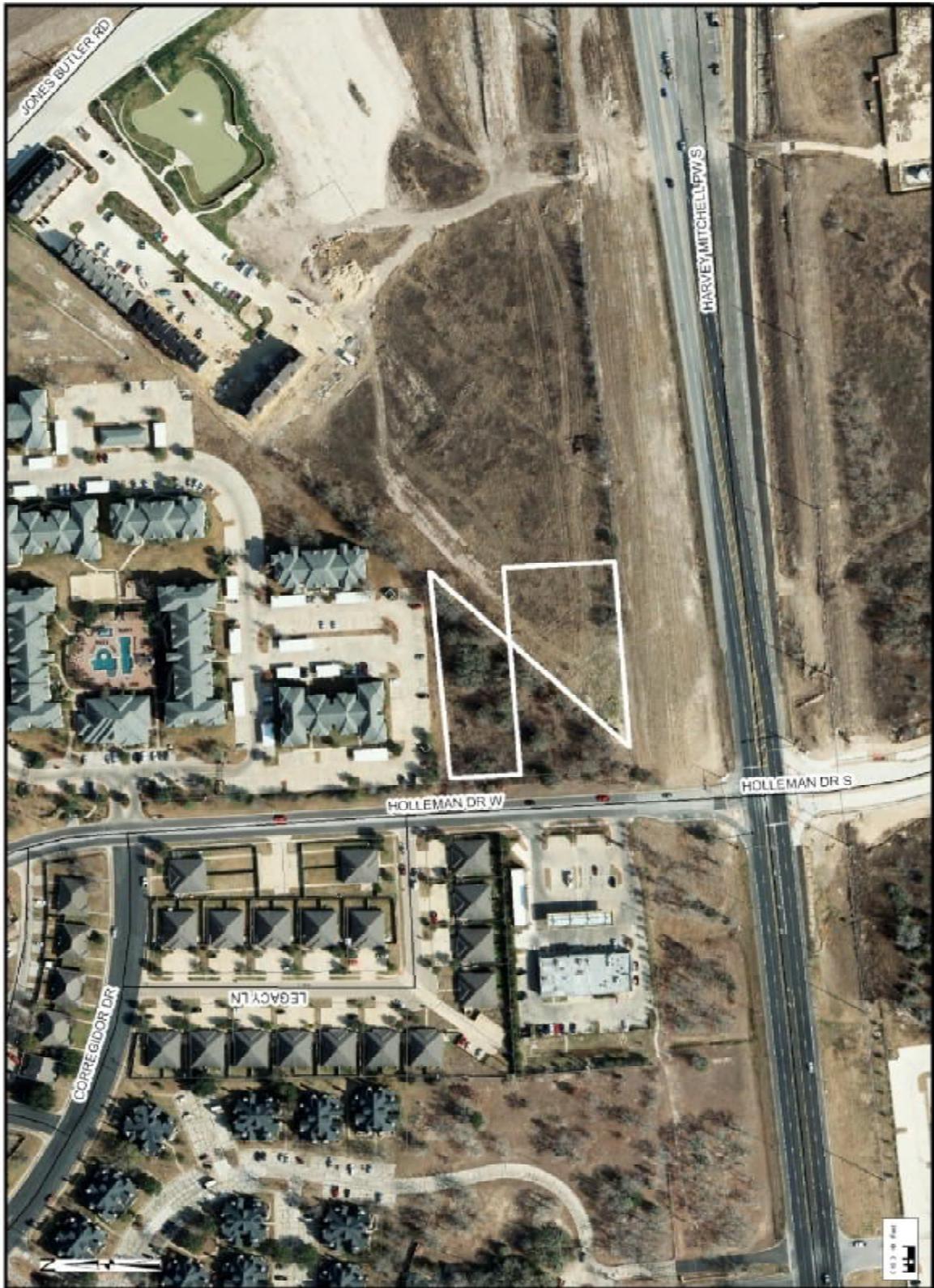
**Annexation:** February 1970

**Zoning (Portion currently zoned C-1):** R-1 Single Family Residential upon annexation in 1970  
 R-5 Apartment/Medium Density in March 1999  
 C-1 General Commercial in November 2011

**Zoning (Portion currently zoned R-4):** R-1 Single-Family Residential upon annexation in 1970  
 R-4 Multi-Family in March 2007

**Final Plat:** The parcel currently zoned C-1 General Commercial is unplanted. The parcel currently zoned R-4 Multi-Family was platted as Lakeridge Subdivision in February 2010.

**Site development:** The subject tracts are undeveloped.



REZONING

Case: 12-073

2041 HOLLEMAN DR &  
1451 HARVEY MITCHELL PKWY

DEVELOPMENT REVIEW







**MINUTES**  
**PLANNING & ZONING COMMISSION**  
**Regular Meeting**  
**June 7, 2012, 7:00 p.m.**  
**City Hall Council Chambers**  
**College Station, Texas**

---

**COMMISSIONERS PRESENT:** Mike Ashfield, Craig Hall, Bo Miles, James Benham, Jim Ross, and Jerome Rektorik

**COMMISSIONERS ABSENT:** Jodi Warner

**CITY COUNCIL MEMBERS PRESENT:** Dave Ruesink

**CITY STAFF PRESENT:** Bob Cowell, Lance Simms, Molly Hitchcock, Alan Gibbs, Carol Cotter, Jason Schubert, Morgan Hester, Marcelo Arreola, Joe Guerra, Mary Ann Powell, Brittany Caldwell, and Carrie McHugh

1. **Call meeting to order**

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

2. **Pledge of Allegiance**

3. **Hear Citizens**

No one spoke.

4. **Consent Agenda**

4.1 Consideration, discussion, and possible action on Absence Requests from meetings.

- Jodi Warner ~ June 5 & 7, 2012

4.2 Consideration, discussion, and possible action to approve meeting Minutes.

- May 17, 2012 ~ Workshop
- May 17, 2012 ~ Regular

4.3 Presentation, possible action, and discussion on a Preliminary Plan for Harper's Crossing consisting of two lots on approximately 3.19 acres located at 2849 Barron Road, generally located at the intersection of Barron Road and William D. Fitch Parkway. **Case # 12-00500103 (MTH)**

**Commissioner Benham motioned to approve Consent Agenda Items 4.1 – 4.3. Commissioner Rektorik seconded the motion, motion passed (6-0).**

**Regular Agenda**

5. Consideration, discussion, and possible action on items removed from the Consent Agenda by Commission action.

No items were removed from the Consent Agenda.

6. Public hearing, presentation, possible action, and discussion regarding a rezoning from C-1 General Commercial to R-4 Multi-Family for approximately 0.7 acres and R-4 Multi-Family to C-1 General Commercial for approximately 0.85 acres for the properties located at 2041 Holleman Drive West and 1451 Harvey Mitchell Parkway South, generally located at the corner of Holleman Drive West and Harvey Mitchell Parkway South. **Case # 12-00500073 (MTH) (Note: Final action on this item is scheduled for the June 28, 2012 City Council Meeting - subject to change)**

Staff Planner Morgan Hester presented the rezoning and recommended approval.

There was general discussion amongst the Commission regarding the rezoning.

Chairman Ashfield opened the public hearing.

No one spoke during the public hearing.

Chairman Ashfield closed the public hearing.

**Commissioner Miles motioned to recommend approval of the rezoning. Commissioner Rektorik seconded the motion, motion passed (6-0).**

7. Discussion and possible action on future agenda items – A Planning & Zoning 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.

There was no discussion.

8. Adjourn.

The meeting was adjourned at 7:08 p.m.

**Approved:**

\_\_\_\_\_  
Mike Ashfield, Chairman  
Planning & Zoning Commission

**Attest:**

\_\_\_\_\_  
Brittany Caldwell, Admin. Support Specialist  
Planning & Development Services

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

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES AS DESCRIBED BELOW; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A" and as shown graphically in Exhibit "B", attached hereto and made a part of this ordinance for all purposes.

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

PASSED, ADOPTED and APPROVED this 28<sup>th</sup> day of June, 2012.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED:

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

**EXHIBIT "A"**

That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

**Tract 1:**

The following 0.85 acre property is rezoned from R-4 Multi-Family to C-1 General Commercial:

**METES AND BOUNDS DESCRIPTION  
OF A  
0.85 ACRE TRACT  
CRAWFORD BURNETT LEAGUE, A-7  
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT LEAGUE, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF LOT 1R, BLOCK 1, LAKE RIDGE SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 9789, PAGE 192 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A 1/4 INCH IRON ROD FOUND ON THE NORTH LINE OF HARVEY MITCHELL PARKWAY - FM 2818 (R.O.W. VARIES) MARKING THE SOUTHEAST CORNER OF A 1.217 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO SF BUSINESS INVESTMENTS, LLC RECORDED IN VOLUME 10523, PAGE 34 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 41° 27' 41" E ALONG THE COMMON LINE OF SAID LOT 1R AND SAID 1.217 ACRE TRACT FOR A DISTANCE OF 256.51 FEET TO A POINT. FOR REFERENCE, A 1/4 INCH IRON ROD FOUND MARKING THE NORTHEAST CORNER OF SAID 1.217 ACRE TRACT BEARS: N 41° 27' 41" E FOR A DISTANCE OF 168.87 FEET;

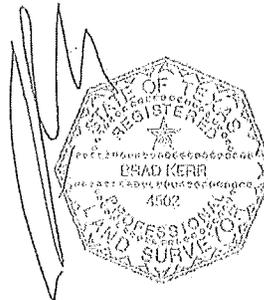
THENCE: N 85° 26' 49" E THROUGH SAID LOT 1R FOR A DISTANCE OF 118.87 FEET TO A 1/2 INCH IRON ROD SET;

THENCE: S 03° 15' 28" E CONTINUING THROUGH SAID LOT 1R FOR A DISTANCE OF 178.00 FEET TO A 1/2 INCH IRON ROD SET ON THE NORTH LINE OF HARVEY MITCHELL PARKWAY. FOR REFERENCE, A CONCRETE RIGHT-OF-WAY MARKER FOUND BEARS: N 85° 24' 40" E FOR A DISTANCE OF 154.69 FEET;

THENCE: S 85° 24' 40" W ALONG THE NORTH LINE OF HARVEY MITCHELL PARKWAY FOR A DISTANCE OF 299.41 FEET TO THE POINT OF BEGINNING CONTAINING 0.85 OF AN ACRE OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND MARCH, 2012. SEE PLAT PREPARED MARCH, 2012 FOR MORE DESCRIPTIVE INFORMATION. BEARING ORIENTATION SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED BY GPS OBSERVATION.

BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

C:/WORK/MAB/12-134B



**Tract 2:**

The following 0.71 acre property is rezoned from C-1 General Commercial to R-4 Multi-Family:

METES AND BOUNDS DESCRIPTION  
OF A  
0.71 ACRE TRACT  
CRAWFORD BURNETT LEAGUE, A-7  
COLLEGE STATION, BRAZOS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT LEAGUE, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A 1.217 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO SF BUSINESS INVESTMENTS, LLC RECORDED IN VOLUME 10523, PAGE 34 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A 1/2 INCH IRON ROD FOUND ON THE EAST LINE OF HOLLEMAN DRIVE W. (R.O.W. VARIES) MARKING THE NORTHWEST CORNER OF SAID 1.217 ACRE TRACT;

THENCE: N 84° 34' 31" E ALONG THE NORTH LINE OF SAID 1.217 ACRE TRACT AND THE SOUTH LINE OF LOT 2, BLOCK "A", HOLLEMAN VILLAGE ADDITION ACCORDING TO THE PLAT RECORDED IN VOLUME 3613, PAGE 285 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS FOR A DISTANCE OF 332.14 FEET TO A 1/2 INCH IRON ROD FOUND ON THE NORTHWEST LINE OF LOT 1R, BLOCK 1, LAKERIDGE SUBDIVISION ACCORDING TO THE PLAT RECORDED IN VOLUME 9789, PAGE 192 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF SAID LOT 2 AND THE NORTHEAST CORNER OF SAID 1.217 ACRE TRACT;

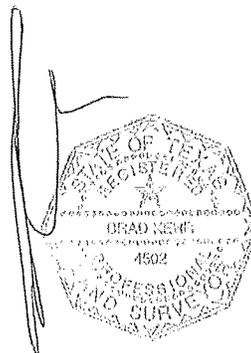
THENCE: S 41° 27' 41" W ALONG THE NORTHWEST LINE OF SAID LOT 1R FOR A DISTANCE OF 168.87 FEET TO A POINT. FOR REFERENCE, A 1/2 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF SAID 1.217 ACRE TRACT AND SAID LOT 1R BEARS: S 41° 27' 41" W FOR A DISTANCE OF 256.51 FEET;

THENCE: S 85° 26' 49" W THROUGH SAID 1.217 ACRE TRACT FOR A DISTANCE OF 213.13 FEET TO A 1/2 INCH IRON ROD SET ON THE EAST LINE OF HOLLEMAN DRIVE W. FOR REFERENCE, A 1/2 INCH IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF SAID 1.217 ACRE TRACT BEARS: S 03° 15' 28" E FOR A DISTANCE OF 178.00 FEET;

THENCE: N 03° 15' 28" W ALONG THE EAST LINE OF HOLLEMAN DRIVE W. FOR A DISTANCE OF 112.25 FEET TO THE POINT OF BEGINNING CONTAINING 0.71 OF AN ACRE OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND MARCH, 2012. SEE PLAT PREPARED MARCH, 2012, FOR MORE DESCRIPTIVE INFORMATION. BEARING ORIENTATION SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED BY GPS OBSERVATION.

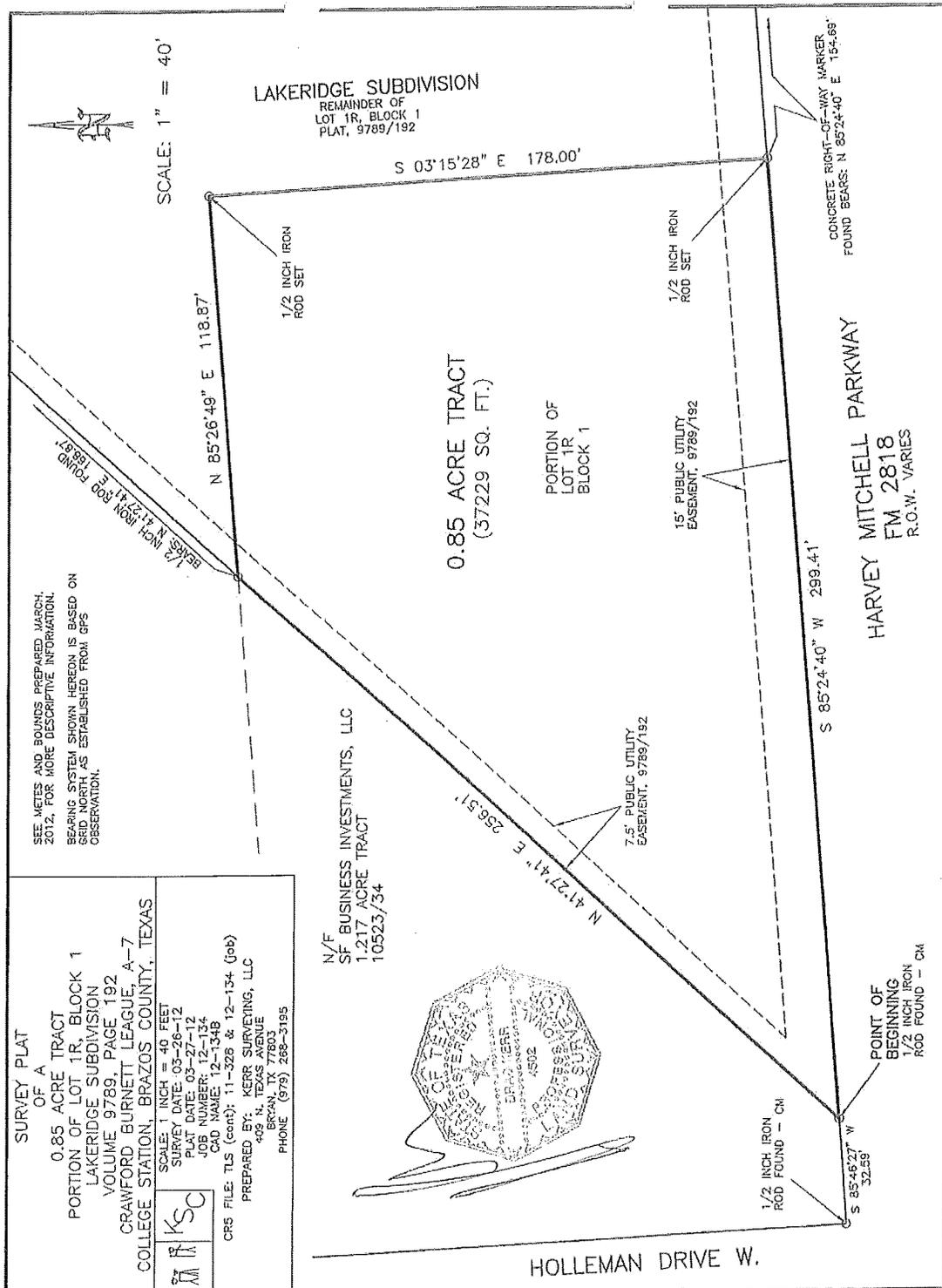
BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502

C:/WORK/MAB/12-134A

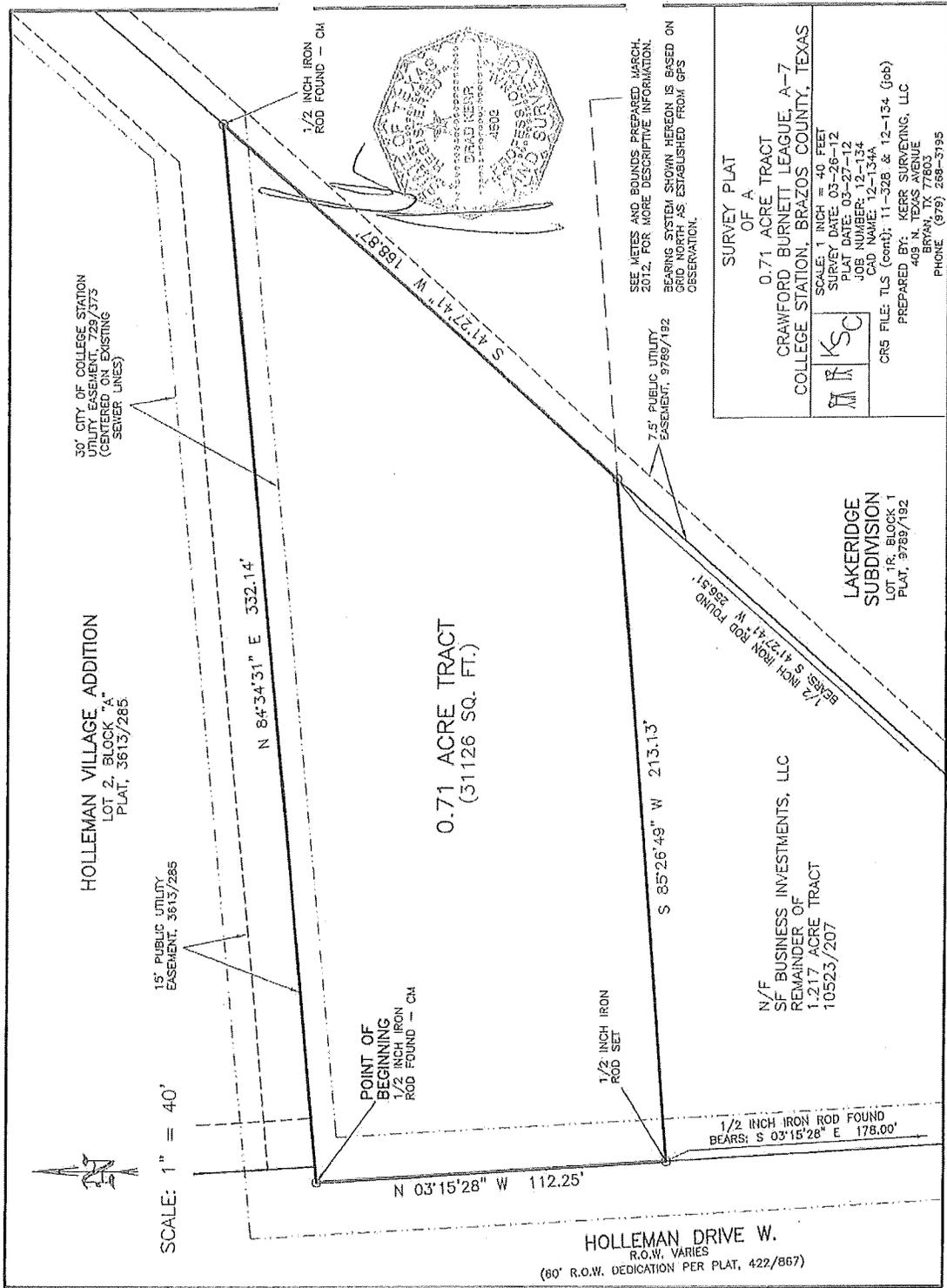


**EXHIBIT "B"**

Tract 1:



Tract 2:



**June 28, 2012  
Regular Agenda Item No. 5  
Drainage Master Plan**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding approval of a contract between the City of College Station and Freese and Nichols, Inc. in the amount of \$482,032 for the Drainage Master Plan and authorizing the City Manager to execute the contract on behalf of the City Council.

**Relationship to Strategic Goals:** Financially Sustainable City Providing Response to 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 the contract and authorization for the City Manager to execute the contract.

**Summary:** In 1986, Walton & Associates completed the *Stormwater Management Plan* for the City of College Station. The comprehensive study took an overview of the city's drainage problems to identify needs and performed engineering analysis on the drainage system. A stormwater management ordinance and drainage design standards were developed as part of this study. Walton & Associates was also tasked with assisting the City in implementing its stormwater management program.

In 1993, David M. Griffith & Associates, Ltd. completed the *Drainage Utility Feasibility Study*. The feasibility study included a conceptual evaluation of the existing drainage systems of the Bee Creek and Wolf Pen Creek watersheds. The study provided recommendations for proposed drainage improvements necessary to convey the 25-yr (4% chance) and 100-yr (1% chance) storms and focused on flood-prone areas identified in the 1986 *Stormwater Management Plan*.

In October of 1996, the City of College Station implemented a Drainage Utility Fee to provide a dedicated fund for drainage capital improvements throughout the City based on the 1993 *Drainage Utility Feasibility Study*.

With the growth and development that the City of College Station has experienced since 1986, an updated drainage plan and CIP is necessary to continue to support the projected needs and growth of the City. The contract with Freese and Nichols is for the development of a Drainage Master Plan that will provide the City with a tool to identify and prioritize drainage issues and update the Drainage Capital Improvements Plan. This study will take a holistic look at the City's drainage system and provide detail information on potential solutions and costs so future drainage improvement projects can be prioritized.

As part of this master plan, approximately 203,860 LF (38.61 miles) of drainage infrastructure will be analyzed and evaluated. The project consists of five phases: 1) hydrologic analysis, 2) hydraulic analysis, 3) review of existing watershed studies and

investigate existing conditions, 4) CIP development, and 5) geomorphological assessment of Wolf Pen Creek. The scope of work includes data collection, evaluating existing models, creating new models for approximately 25 miles of streams, field surveying, review of existing flooding concerns, identifying and ranking possible alternatives, and compiling all of the information gathered into a useful database for program management.

**Budget & Financial Summary:** Funds in the amount of \$500,000 are budgeted for this project. Funds in the amount of \$2,747.38 have been expended or committed to date, leaving a balance of \$497,252.62 for the development of this plan.

**Attachments:**

1. Resolution

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A CONSULTANT CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE DRAINAGE MASTER PLAN PROJECT.**

WHEREAS, the City of College Station, Texas, solicited proposals for engineering services for the Drainage Master Plan Project; and

WHEREAS, the selection of Freese and Nichols, Inc. is being recommended as the most highly qualified provider of the engineering services; now, therefore,

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

PART 1: That the City Council hereby finds that Freese and Nichols, Inc. is the most highly qualified provider of the engineering services for the Drainage Master Plan Project based on demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the consultant contract with Freese and Nichols, Inc. for an amount not to exceed \$482,032.00 for the engineering services related to the Drainage Master Plan Project.

PART 3: That the funding for this Consultant Contract shall be as budgeted from the Drainage Utility Fund in the amount of \$482,032.00.

PART 4: That the City Council hereby authorizes the City Manager to execute the Consultant Contract.

PART 5: That this resolution shall take effect immediately from and after its passage.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

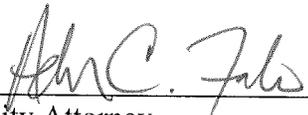
ATTEST:

APPROVED:

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

\_\_\_\_\_  
Mayor

APPROVED:

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

**June 28, 2012**  
**City Council Workshop Agenda Item No. 6**  
**Board & Commission Appointments**

**To:** David Neeley, City Manager

**From:** Sherry Mashburn, City Secretary

**Agenda Caption:** Presentation and discussion on upcoming Board and Commission appointments.

**Summary:** This item has been placed on the agenda to update the Council on the open positions to be considered at the July 12 meeting. The City Secretary's Office began advertising for applicants to fill the vacancies of various boards and commissions in February 2012. The deadline to receive applications is Friday, June 29. To date, we have received 43 applications to fill 29 positions. Your completed packet of applications will be placed in Dropbox on Friday, July 6.

**Financial Summary:** There is no fiscal impact.

**Attachments:** None