

## Table of Contents

Agenda . . . . .	3
Consent No. 2a - Minutes	
Coversheet revised . . . . .	7
Workshop . . . . .	8
Regular . . . . .	13
Consent No. 2b - Construction & Demolition Debris, Organic Waste, Recycling Collection Franchise Agreement - CCAA, LLC – Third Reading	
Coversheet revised . . . . .	18
Franchise Ordinance . . . . .	19
Consent No. 2c - Plantation Oaks Waterline Replacement	
Coversheet revised . . . . .	41
Location Map . . . . .	42
Bid Tabulation. . . . .	43
Consent No. 2d - Roadway Traffic Markings & Traffic Control Services Contract	
Coversheet revised . . . . .	47
Bid Tabulation. . . . .	48
Consent No. 2e - Texas Transportation Enhancement Funding Application	
Coversheet revised . . . . .	50
Resolution. . . . .	51
Project Map . . . . .	53
Cost Estimates . . . . .	54
TxDOT Funding Call . . . . .	56
TxDOT Enhancement Web Page. . . . .	57
Consent No. 2f - Addendum to Contract 12-258 Between the College Station Fire Department and the TAMU Applied Exercise Science Laboratory to Provide Fit Life Assessments for Police Department Employees	
Coversheet revised . . . . .	58
Addendum . . . . .	59
Regular No. 1 - Public Hearing on 1351 Earl Rudder Freeway South - Public Utility Easement Abandonment	
Coversheet revised . . . . .	61
Vicinity Map . . . . .	62
Location Map . . . . .	63
Ordinance. . . . .	64
Ordinance Exhibit . . . . .	69
Regular No. 2 - Public Hearing on 3001 Earl Rudder Freeway South – Right-of-Way Abandonment	
Coversheet revised . . . . .	72
Vicinity Map . . . . .	73
Location Map . . . . .	74
Ordinance. . . . .	75

Ordinance Exhibit . . . . .	85
Regular No. 3 - Public Hearing on Southside Area Neighborhood Plan Implementation - Platting and Re-platting in older residential subdivisions and related parking requirements	
Coversheet revised . . . . .	90
P&Z Minutes . . . . .	92
Ordinance . . . . .	94
Regular No. 4 - Public Hearing on the Rezoning for 303 A&B University Drive East, 410 Nimitz Street, and 411 & 413 Eisenhower Street	
Coversheet updated . . . . .	103
Maps . . . . .	105
Background . . . . .	107
Ordinance . . . . .	108
Regular No. 5 - Public Hearing and Discussion of a Draft Ordinance to Create Reinvestment Zone #17	
Coversheet revised . . . . .	112
Tax Abatement Ordinance . . . . .	113



**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, November 08, 2012 at 7:00 PM**  
**City Hall Council Chamber, 1101 Texas Avenue**  
**College Station, Texas**

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

Presentation:

Presentation by Mayor Berry proclaiming November 8, 2012 as Sister Cities International – Salamanca Day.

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**

At the discretion of the Mayor, individuals may be allowed to speak on a Consent Agenda Item. Individuals who wish to address the City Council on a consent 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.

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:
    - October 25, 2012 Workshop
    - October 25, 2012 Regular Council Meeting
  - b. Presentation, possible action, and discussion on the third reading of a franchise agreement with CCAA, LLC Brazos Valley Recycling and Big Dumpster; for the collection of construction and demolition debris, recycling, and organic waste collection from multifamily apartments and commercial business locations, and residential roll-off construction and demolition debris collection.

- c. Presentation, possible action, and discussion regarding the approval of the construction contract (Contract 13-003) with Dudley Construction in the amount of \$369,510.10, for the construction of the Plantation Oaks Waterline Replacement Project (WF1433732) and authorizing the City Manager to execute the contract on behalf of the City Council.
- d. Presentation, possible action, and discussion awarding Contract #13-005 to Highway Technologies, Inc. in the amount of \$198,917.50, for the installation of roadway traffic markings, and authorizing the City Manager to execute the contract on behalf of the City Council.
- e. Presentation, possible action, and discussion, of a resolution endorsing the University Pedestrian Improvement Project Phase II and the application for Texas Transportation Enhancement Funding to reimburse the City for 80% of the construction costs.
- f. Presentation, possible action, and discussion on an Addendum to Contract #12-258 between the College Station Fire Department and the TAMU Applied Exercise Science Laboratory to include physical fitness assessments on Police Department employees as well as Fire Department employees.

### **Regular Agenda**

At the discretion of the Mayor, individuals may be allowed to speak on a Regular Agenda Item. 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. Registration forms are available in the lobby and at the desk of the City Secretary.

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 0.15 acre, 20-foot wide public utility easement, which is located on Lot 1R of Block 1 of the High Ridge Subdivision according to the plat recorded in Volume 5777, Page 5 of the Deed Records of Brazos County, Texas.
2. Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning 1.03 acres of right-of-way; a 0.38 acre portion of which was conveyed via Right-of-Way Deed recorded in Volume 1162, Page 613 of the Official Records of Brazos County, Texas; and a 0.65 acre portion dedicated by plat, recorded in Volume 488 Pages 593 of the Official Records of Brazos County, Texas.

3. Public Hearing, presentation, possible action, and discussion regarding an amendment to Chapter 12, "Unified Development Ordinance," Article 5, "District Purpose Statement and Supplemental Standards," Article 7, "General Development Standards," and Article 8, "Subdivision Design and Improvements" of the Code of Ordinances of the City of College Station, Texas related to platting and replatting in older residential subdivisions not designated as Neighborhood Conservation in the City's Comprehensive Plan; and minimum parking requirements for new construction in the area described as Area V of the Southside Area Neighborhood Plan.
4. Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance, Section 4.2, Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning from O Office, R-2 Duplex Residential, and C-3 Light Commercial to GC General Commercial for approximately 1.1 acres located at 303 A & 303 B University Drive East, 410 Nimitz Street, and 411 & 413 Eisenhower Street.
5. Public Hearing, presentation, and discussion on the creation of Reinvestment Zone #17; and, discussion of a Draft Ordinance creating Reinvestment Zone #17 for commercial tax abatement in the College Station Medical District.
6. Adjourn.

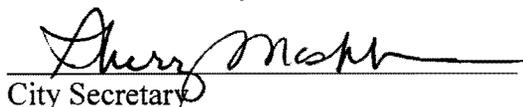
If litigation issues arise to the posted subject matter of this Council Meeting an executive session will be held.

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, November 08, 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 2nd day of November, 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 November 2, 2012 at 5:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012 By \_\_\_\_\_

Subscribed and sworn to before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

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

**November 8, 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:

- October 25, 2012 Workshop
- October 25, 2012 Regular Council Meeting

**Attachments:**

- October 25, 2012 Workshop
- October 25, 2012 Regular Council Meeting

MINUTES OF THE CITY COUNCIL WORKSHOP  
CITY OF COLLEGE STATION  
OCTOBER 25, 2012

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry, Mayor

**Council:**

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

**City Staff:**

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

**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 5:01 p.m. on Thursday, October 25, 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, §551.074-Personnel, and §551.087-Economic Development Negotiations, the College Station City Council convened into Executive Session at 5:01 p.m. on Thursday, October 25, 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.
- 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. 11-003172-CV-272, in the 272nd District Court of Brazos County, TX
- Claim and potential litigation related to a June 24, 2011 collision with a city vehicle.
- State v. Carol Arnold, Cause Number 11-02697-CRF-85, In the 85th District Court, Brazos County, Texas

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

- City Manager
- Council Self Evaluation
- Planning and Zoning

C. Deliberation on economic development negotiations regarding an offer of financial or other incentives for a business prospect; to wit:

- Economic development incentives to prospect in West College Station.

The Executive Session adjourned at 6:06 p.m. on Thursday, October 25, 2012.

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

No action was required from Executive Session.

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

Mayor Berry presented a proclamation to representatives of the American Legion Auxilliary proclaiming November 9, 2012 as Poppy Day.

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

There were no items pulled for clarification.

### **5. Presentation, possible action, and discussion on a professional services contract with Hawkins Architecture for \$11,000 for an additional analysis to refine the construction cost estimate to repair the Conference Center to the level where the facility can be safely occupied.**

Mayor Berry reported that staff received conflicting direction to:

- Discuss this further at the Council Strategic Planning Retreat in January 2013; and
- Conduct an additional study to refine the construction cost estimate.

Council consensus was to postpone this until the Council Strategic Planning Retreat in January 2013

**6. Presentation and discussion regarding TAMU Transit and the "District's" dual-ridership program and future expansion of transit services to South College Station by the District.**

John McBeth, President/CEO, Brazos Transit District, reported that The District and TAMU Bus Operations have a long standing history of coordinating the two systems dating back to 1991 when The District installed passenger shelters in the two cities. At that time, the two systems worked together to create shared stops in the City of College Station, and since that time the two systems have cooperated on numerous projects. The two systems are continually studying ways in which they could coordinate bus routes in order to eliminate any duplicate routes or to just make routes more efficient. One possibility discussed is for The District to take responsibility for TAMU routes in far south College Station so that TAMU could use their resources closer to the campus where the density shows a greater need for more service. The District would then establish a shared transfer stop where the patrons from south College Station could transfer to a TAMU bus for the final leg of their trip to the campus.

The District and TAMU Bus Operations will continue to work to coordinate the two systems into a seamless mobility program serving the two cities and Brazos County, always keeping in mind the funding parameters that are placed on each system by their respective funding partners.

Mayor Berry recessed the Workshop at 7:01 p.m. in order to begin the Regular Meeting on time.

The Workshop reconvened at 7:15 p.m.

**7. Presentation, possible action and discussion regarding an update from the Brazos County Health Department on the West Nile Virus and response plans for other large scale public health incidents.**

Ken Bost, Director, Brazos County Health Department, stated that the Council will be receiving the information in the weekly update provided by the City Manager. It is anticipated the upcoming cold snap will help to reduce West Nile.

The Workshop recessed to complete the Regular Meeting at 7:25 p.m.

The Workshop reconvened at 8:42 p.m.

**8. Council Calendar**

- **Nov. 1 P&Z Workshop/Regular Meeting, Council Chambers, 6:00 p.m. (Blanche Brick, liaison)**

- Nov. 5 Annual Chamber Banquet at the CS Hilton, 6:00 p.m.
- Nov. 8 City Council Executive Session/Workshop/Regular Meeting, at 5:00,6:00, and 7:00 p.m.

Council reviewed the Council calendar.

**9. 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 discuss block length requirements.

**10. 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, Blinn College Brazos Valley Advisory Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Bryan/College Station Chamber of Commerce, BVSWM, BVWACS, 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, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Sister City Association, TAMU Student Senate, Texas Municipal League, Youth Advisory Council, Zoning Board of Adjustments.**

Mayor Berry reported on the South Knoll Neighborhood Plan kick-off meeting and Lights on After School.

Councilmember Ruesink reported on the upcoming visit by the Salamanca Sister City delegation.

**11. Adjournment**

**MOTION:** There being no further business, Mayor Berry adjourned the workshop of the College Station City Council at 8:46 p.m. on Thursday, October 25, 2012.

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

ATTEST:

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

DRAFT

MINUTES OF THE REGULAR CITY COUNCIL MEETING  
CITY OF COLLEGE STATION  
OCTOBER 25, 2012

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry

**Council:**

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

**City Staff:**

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

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

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Nancy Berry at 7:14 p.m. on Thursday, October 25, 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.**

Mayor Berry recessed the Regular Meeting at 7:15 p.m.

The Regular Meeting reconvened at 7:25 p.m.

**Citizen Comments**

There were no Citizen Comments.

## CONSENT AGENDA

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

- October 11, 2012 Workshop
- October 11, 2012 Regular Council Meeting

**2b. Presentation, possible action and discussion on a funding agreement between the City of College Station and Keep Brazos Beautiful for FY13 in the amount of \$46,240.**

**2c. Presentation, possible action and discussion on a funding agreement between the City of College Station and College Station Noon Lions Club for FY13 in the amount of \$10,000.**

**2d. Presentation, possible action, and discussion authorizing the fourth of five annual payments of an economic development incentive in the total amount of \$250,000 for the Texas A&M Institute for Preclinical Studies (TIPS).**

**2e. Presentation, possible action, and discussion on approving a contract for the grant of federal HOME CHDO Set-Aside funds with Brazos Valley Community Action Agency (BVCAA) in the amount of \$114,795.00 for construction of an affordable single-family home at 1205 Carolina.**

**2f. Presentation, possible action, and discussion on approval of the 2012 Property Tax Roll in the amount of \$25,503,096.29.**

**2g. Presentation, possible action, and discussion to authorize the City Manager to award contract 12-321 for \$461,900 to MC Sandblasting & Painting, and to approve a contingency transfer of \$115,000 from Water Capital Projects contingency budget, to recoat a water storage tank.**

**2h. Presentation, possible action, and discussion on an Interlocal Agreement between the City of College Station and Texas Department of Public Safety specifically related to OmniBase Services.**

**2i. Presentation, possible action and discussion on Resolution 10-25-12-2i stating that the City Council has reviewed and approved the City's Investment Policy, Broker-Dealer List and Investment Strategy.**

**2j. Presentation, possible action, and discussion regarding approval to purchase equipment, and accessories associated with maintenance of athletic fields in the amount of \$59,776.**

**2k. Presentation, possible action, and discussion on Ordinance 2012- , for the termination of a franchise agreement with CCAA, LLC d/b/a BCS Stop N' Go Potties for the collection of demolition and construction debris from residential properties, and approval of Resolution 10-25-12-2k, Repealing Resolution 10-11-12-2i.**

**21. Presentation, possible action, and discussion on the second reading of a franchise agreement with CCAA, LLC Brazos Valley Recycling and Big Dumpster; for the collection of construction and demolition debris, recycling, and organic waste collection from multifamily apartments and commercial business locations, and residential roll-off construction and demolition debris collection.**

**2m. Presentation, possible action, and discussion to authorize additional funds for professional legal services for Lloyd Gosselink in the amount of \$20,000 for various water and wastewater issues.**

**2n. Presentation, possible action, and discussion regarding approval of an Interlocal agreement with Texas A&M University (TAMU) regarding maintenance and cost sharing for the Jones Butler Road Extension project.**

**2o. Presentation, possible action and discussion on the first renewal of bid #12-009, Contract #12-014 to Brazos Paving Inc. in an amount not to exceed \$544,000.00 for the annual blanket order of concrete curb/gutter & flatwork used to maintain City infrastructure.**

Items 2b, 2c, 2d, and 2e were pulled from the Consent Agenda for a separate vote.

**MOTION:** Upon a motion made by Councilmember Fields and a second by Councilmember Mooney, the City Council voted six (6) for and one (0) opposed, to approve the Consent Agenda, less items 2b, 2c, 2d, and 2e. The motion carried unanimously.

**(2b)MOTION:** Upon a motion made by Councilmember Lyles and a second by Councilmember Schultz, the City Council voted five (5) for and one (1) opposed, with Councilmember Fields voting against, to approve a funding agreement between the City of College Station and Keep Brazos Beautiful for FY13 in the amount of \$46,240. The motion carried.

**(2c)MOTION:** Upon a motion made by Councilmember Lyles and a second by Councilmember Schultz, the City Council voted five (5) for and one (1) opposed, with Councilmember Fields voting against, to approve a funding agreement between the City of College Station and College Station Noon Lions Club for FY13 in the amount of \$10,000. The motion carried.

**(2d)MOTION:** Upon a motion made by Councilmember Schultz 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 fourth of five annual payments of an economic development incentive in the total amount of \$250,000 for the Texas A&M Institute for Preclinical Studies (TIPS). The motion carried.

**(2e)MOTION:** Upon a motion made by Councilmember Lyles and a second by Councilmember Schultz, the City Council voted five (5) for and one (1) opposed, with Councilmember Fields voting against, to approve a contract for the grant of federal HOME CHDO Set-Aside funds with

Brazos Valley Community Action Agency (BVCAA) in the amount of \$114,795.00 for construction of an affordable single-family home at 1205 Carolina. The motion carried.

## **REGULAR AGENDA**

### **1. Presentation, possible action, and discussion regarding Resolution 10-25-12-01 to rename Southwood Athletic Park in College Station to Brian Bachmann Community Park.**

Cody Whitten, 3207 Liesl Court, said he has been hearing lots of stories about Brian Bachmann's service to the community. Although Brian had done a lot for the community, no one realized exactly how much. We need to do something to honor him. It is apparent that Southwood Park is the place where he spent so much time working with kids. Mr. Whitten worked with the Little League board to begin the process of naming the park after Brian. He appreciates the Council's support.

Jeff Kersten, 4407 Rocky Meadows, read a letter, attached, requesting renaming the Southwood Community Park after Brian Bachmann.

Damon Slaydon, President of College Station Little League, thanked the Council for the opportunity to honor an individual that has had such a positive impact on so many facets of the community. There are three words that represent the Little League motto: courage, loyalty and character. To honor Brian by renaming a sports complex after him is appropriate. Not only does it represent Little League baseball, but it also represents the man that gave his life for us in the performance of his duty. He asked the Council to dedicate Southwood Park to recognize the legacy of Brian Bachmann, so that we may reflect on a real life hero who embodied courage, loyalty, and character.

**MOTION:** Upon a motion made by Councilmember Lyles and a second by Councilmember Fields, the City Council voted six (6) for and none (0) opposed, to rename Southwood Athletic Park in College Station to Brian Bachmann Community Park. The motion carried unanimously.

### **2. Public Hearing, presentation, possible action, and discussion on the Annual Review of the Comprehensive Plan and the Annual Review of the Unified Development Ordinance (UDO). (Joint Meeting of the City Council and the Planning & Zoning Commission)**

At approximately 8:16 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 8:16 p.m.

**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 Annual Review of the Comprehensive Plan and the Annual Review of the Unified Development Ordinance (UDO). The motion carried unanimously.

**3. Presentation, possible action, and discussion regarding an Economic Development Agreement between the City of College Station and Texas Hotel Management, L.P. to support a specialized health hospital.**

**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 the Economic Development Agreement between the City of College Station and Texas Hotel Management, L.P. to support a specialized health hospital. The motion carried unanimously.

**4. Presentation, possible action, and discussion regarding appointments to the following Boards and Commissions:**

- **Planning & Zoning Commission**

**MOTION:** Upon a motion made by Councilmember Mooney and a second by Councilmember Schultz, the City Council voted six (6) for and none (0) opposed, to appoint Brad Corrier to complete James Benham's one-year unexpired term and Vergal Gay to complete Craig Hall's two-year unexpired term. The motion carried unanimously.

**5. Adjournment.**

**MOTION:** There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 8:42 p.m. on Thursday, October 25, 2012.

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

ATTEST:

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

**November 8, 2012**  
**Consent Agenda Item No. 2b**  
**Construction & Demolition Debris, Organic Waste, Recycling Collection**  
**Franchise Agreement - CCAA, LLC – Third Reading**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion on the third reading of a franchise agreement with CCAA, LLC Brazos Valley Recycling and Big Dumpster; for the collection of construction and demolition debris, recycling, and organic waste collection from multifamily apartments and commercial business locations, and residential roll-off construction and demolition debris collection.

**Relationship to Strategic Goals:** Wise stewardship of the natural resources and features needed to meet current demands without compromising the ability of future generations to do the same.

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

**Summary:** Currently, CCAA, LLC operates two (2) franchise agreements with the City of College Station - BCS Stop and Go Potties (Big Dumpster) and Brazos Valley Recycling. The proposed franchise agreement will combine the two agreements under their parent company CCAA, LLC and will consolidate all their services into one franchise agreement. The combination will allow for efficient and convenient reporting and franchise fees.

The proposed agreement would allow a CCAA, LLC Brazos Valley Recycling to collect construction and demolition debris, recycling, and organic waste collection from multifamily apartments and commercial business locations within the City of College Station. The agreement would also allow a CCAA, LLC Big Dumpster to collect residential roll-off construction and demolition debris within the City of College Station.

The company will be responsible for developing onsite collection of construction and demolition debris, recyclables, and organic waste; so as not to interfere with the collection of municipal solid waste (MSW).

Section 104 of the City Charter states that "The City of College Station shall have the power by ordinance to grant any franchise or right mentioned in the preceding sections hereof, which ordinance, however, shall not be passed finally until it shall have been read at three (3) separate regular meetings of the City Council."

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

**Attachments:**

1. Franchise Ordinance

**FRANCHISE AGREEMENT FOR DEMOLITION AND CONSTRUCTION DEBRIS,  
MULTIFAMILY AND COMMERCIAL BUSINESS RECYCLING, AND ORGANIC  
WASTE COLLECTION WITH CCAA, LLC, D/B/A BRAZOS VALLEY RECYCLING  
AND D/B/A BIG DUMPSTER**

**Whereas**, An ordinance granting CCAA, LLC d/b/a Brazos Valley Recycling and d/b/a Big Dumpster, its successor and assigns a non exclusive franchise for the privilege and use public streets, alleys, and public ways within the corporate limits of the City of College Station.

**Whereas**, This Franchise Agreement is for Brazos Valley Recycling for the purpose of engaging in the business of collecting demolition and construction debris from residential sites, collecting demolition and construction debris, recyclable materials, and organic waste from multifamily and commercial locations for the purpose of recycling.

**Whereas** This Franchise Agreement for Big Dumpster for the purpose of engaging in the business of collecting demolition and construction debris from residential sites.

**Whereas**, The Franchise provides the terms, conditions, obligations, and limitations for performance of the Franchise and provides the consideration, term of the grant, method of acceptance, repeal of conflicting ordinances, termination, and assessing a penalty.

**Whereas**, the City of College Station, by ordinance, provides exclusively all solid waste collection and disposal services for solid waste generated from within the corporate limits of the City of College Station; and the City of College Station may, by ordinance and charter, grant franchises to other entities for the use of public streets, alleys and thoroughfares within the corporate limits of the City of College Station and for the collection and disposal of solid waste generated from within the corporate limits of the City of College Station; and

**Whereas**, the City of College Station desires to exercise the authority provided to it by ordinance and charter to grant a franchise for the collection and disposal of a certain classification of solid waste generated within the corporate limits of the City of College Station under the terms of this Franchise Agreement as set out below; and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, THAT:**

**ARTICLE I  
DEFINITIONS**

1. **Franchise Agreement** will mean this franchise between the City of College Station and CCAA, LLC d/b/a Brazos Valley Recycling for provision of a demolition and construction debris, recycling, and organic waste collection from multifamily apartment and commercial business locations, within the City of College Station and CCAA, LLC d/b/a Big Dumpster for provision of a residential roll-off demolition and construction debris within the City of College Station, under certain terms and conditions set out herein.

2. **Contractor** will mean:

- a. Brazos Valley Recycling means CCAA, LLC d/b/a Brazos Valley Recycling conducting the roll-off demolition and construction debris collection service, recycling collection for multifamily apartment and commercial business locations, and organic waste collection service.
- b. Big Dumpster CCAA, LLC d/b/a Big Dumpster Conducting roll-off demolition and construction debris collection service,

3. **Brazos Valley Solid Waste Management Inc.** or BVSWMA means a landfill operated by an interlocal agreement.

4. **City of College Station** or City means the City of College Station, Texas a Home-Rule Municipal Corporation incorporated under the laws of Texas.

5. **City Council** or Council means the governing body of the City of College Station, Texas.

6. **Class 1 Waste** means that term as defined in the Texas Administrative Code as it now exists or as is hereafter amended.

7. **Compactor** means a bulk container used for the collection of refuse, equipped with a device to compact such materials and thereby increasing the storage capacity of the containers.

8. **Container** means an apparatus of varying capacity used for refuse collection; this apparatus must have a securable lid. This lid shall remain closed and secured with the exception of loading and collection. Containers shall not be made of any temporary material.

9. **Customers** will mean: those industrial, residential, or commercial premises located within the City that generate recyclables, demolition and construction debris, or organic waste.

a. **Residential Customers**

- i. Each single-family detached residential unit or residential units in a building with less than a total of four (4) attached residential units in a

complex where each residential unit has been assigned a seventy-gallon automated solid waste container and provided with garbage, rubbish, brush and recycling collection once weekly.

- ii. Each residential unit in a building with less than a total of four (4) attached residential units in a complex that has been assigned a shared three hundred-gallon or larger automated solid waste collection container, that has not been identified as a multi-family apartment complex by the City, and provided with twice per week garbage collection, once per week curbside recycling collection and once per week rubbish/brush collection.

- b. **Multifamily Customers** - Each residential unit in a building with a total of four (4) or more attached residential units in a complex that has been identified as a multi-family apartment complex by the City, and is assigned a large solid waste container shared by multiple residential units for garbage collection only.
- c. **Commercial Customers** - Any customer who is an enterprise or establishment whose main purpose is to carry on a commercial activity whether for profit or not. Said definition shall include all uses not falling within the category of residential including, but not limited to churches, hospitals, schools and industries.
- d. **Industrial Customers**- Real property on which manufacture or assembly is carried on for profit, employing labor or machinery.

**10. Demolition and Construction Debris** means any building material waste resulting from demolition, remodeling, repairs, or construction as well as materials discarded during periodic temporary facility clean-up generated within the City.

**11. Organic Waste** means waste of biological origin that has been recovered from the solid waste stream for the purposes of reuse, reclamation, or compost. Organic Waste is not solid waste, unless it is abandoned or disposed rather than reprocessed into another product.

**12. Recyclables or Recyclable Commodities** will mean materials that have been recovered from the solid waste stream for the purposes of reuse or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable commodities or recyclables are not solid waste unless they are abandoned or disposed rather than reprocessed into another product.

**13. Residue** shall mean the material regularly associated with and attached to recyclable commodities, as a part of the original packaging or usage of that commodity, that is not recyclable itself.

**14. Roll-Off** means a container of varying capacity used for refuse collection.

**ARTICLE II  
GRANT OF NON EXCLUSIVE FRANCHISE**

1. Nothing in this Franchise shall be construed as granting an exclusive franchise or right. City hereby grants Contractor a nonexclusive franchise to operate and establish in the City from the effective date of the Agreement, to engage in the business of collecting demolition and construction debris from commercial, industrial, multifamily, and residential sites; as well as recyclables and organic waste from commercial, industrial, and multifamily sites for the purpose of recycling within the jurisdictional limits of the City.

2. Contractor is granted passage and right-of-way on, along and across the streets, avenues, rights-of-way, alleys, and highways within the corporate limits of the City, for any such services and lawful purpose as stated in this Franchise; provided that all such work, activity and undertakings by Contractor shall be subject to the terms and provisions of this Franchise and the continuing exercise by the City of its governmental and police powers, and provided further that nothing herein shall be construed to require or authorize Contractor to exceed any rights granted herein or by the TCEQ.

**ARTICLE III  
DISPOSAL SITE TO BE USED**

Unless approved otherwise in writing by City, Contractor shall utilize BVSWMA, Inc. landfill for the disposal of all non recyclable waste material collected by Contractor within the corporate limits of the City. Contractor will only use a City approved recycling facility for processing of all recyclable material collected by Contractor within the corporate limits of the City under this Franchise Agreement. Contractor shall not dispose of any Class 1 Waste at the BVSWMA, Inc. landfill.

**ARTICLE IV  
RATES TO BE CHARGED BY BRAZOS VALLEY RECYCLING**

Attached hereto as **Exhibit "A"** and incorporated herein by reference is the Schedule of Rates, which Contractor shall charge for the aforementioned services. The Contractor shall notify the City in writing of any rate changes.

**ARTICLE V  
PAYMENTS TO CITY**

1. For and in consideration of the grant of the franchise herein, Contractor agrees and will pay to during the term of this Franchise a sum based on the following graduated fee schedule depending on the percentage of aggregate recycling accomplished.

a. A fee equivalent to five percent (5%) of Contractor's monthly gross delivery and hauling revenues generated from Contractor's provision of demolition and construction debris, recyclables, and organic waste roll-off, compactor, or container collection services within the City is required if Contractor reports aggregate recycling of at least sixty percent (60%) of demolition and construction debris, recyclables, and organic waste collected.

b. A fee equivalent to six and one half percent (6.5%) of Contractor's monthly gross delivery and hauling revenues generated from Contractor's provision of demolition and construction debris, recyclables, and organic waste roll-off, compactor, or container collection services within the City is required if Contractor's reports aggregate recycling of at least fifty-five percent (55%) but less than sixty percent (60%) of demolition and construction debris, recyclables, and organic waste collected.

c. A fee equivalent to eight percent (8%) of Contractor's monthly gross delivery and hauling revenues generated from Contractor's provision of demolition and construction debris, recyclables, and organic waste roll-off, compactor, or container collection services within the is required if Contractor reports aggregate recycling less than fifty-five percent (55%) of demolition and construction debris, recyclables, and organic waste collected.

2. Any revenue received by Contractor will be subject to the franchise fee and shall be computed into Contractor's monthly gross delivery and hauling revenue. Payment will be paid quarterly to the City Manager or his delegate and shall be due by the twentieth of the month following the end of the previous quarter. Payment after that date shall incur a ten percent (10%) late fee on the outstanding amount owed under this Article V.

3. Failure by Contractor to pay any amount due under this franchise constitutes a Failure to Perform under this contract and is subject to the provisions of Article XIV of this Franchise Agreement (FAILURE TO PERFORM).

**ARTICLE VI  
ACCESS TO RECORDS & REPORTING**

City shall have the right, upon reasonable notice, to inspect during normal business hours Contractor's records, billing records of those customers served by Contractor and all papers relating to the operation of demolition and construction debris, recyclables, organic waste collection, and disposal within the City. Contractor shall cooperate in allowing City to conduct the inspections.

Along with the payment to the City of the City's agreed share of revenue from the delivery and hauling of demolition and construction debris, recyclables, and organic waste, Contractor shall provide a Monthly Recycling Activity Report that shall be due to the City no later than the twentieth calendar day of each month and summarizing recycling activity for the previous calendar month. Contractor's report shall include the following information:

1. Total tonnage of all materials collected from all customers, broken down by material type.
2. Total tonnage of all materials collected from all customers from within the City, broken down by material type.
3. Reports of the results of all complaints and investigations received and action taken by Contractor.
4. A listing of all Contractor accounts served and monthly revenue derived from the provision of collecting demolition and construction debris, recyclables, and organic waste in the City under terms of this franchise. The reports will include customer's address, frequency of pick-up, size of container, type of container, and monthly charges.
5. Such information concerning the business of collection, processing and marketing of recyclable materials as may be required by the City's representative.

#### **ARTICLE VII PLACEMENT OF ROLL-OFF, COMPACTORS, AND CONTAINERS**

1. All roll-off, compactors, and containers placed in service shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall Contractor place containers on public streets, alleys or thoroughfares without the prior written approval of the City. City reserves the right to designate the exact location of any or all roll-off (s), compactors, or containers placed in service in the City.
2. Demolition and construction debris, recycling, and organic waste collection shall not interfere with the City's collection of municipal solid waste.

#### **ARTICLE VIII CONTAINER AND EQUIPMENT MAINTENANCE**

1. Contractor's vehicles shall at all times be clearly marked with Contractor's name, address, telephone number and if applicable, state permit number, in letters not less than three (3) inches in height. All equipment necessary for the performance of this franchise shall be in good condition and repair.

2. Contractor agrees to properly maintain in a safe, clean, and sanitary condition, and paint all roll-off, compactors, or containers placed out for service within the City. Organic waste and recycling roll-off, compactors, and containers must be clearly marked as used for “Organic Waste Only” or “Recyclables Only” in letters at least twelve inches (12”) on the sides of the roll containers, compactors, or containers.

3. All vehicles used by Contractor in the removal of demolition and construction debris, organic waste, and recyclables must be covered during transport to prevent spillage, blowing, or scattering of refuse onto public streets or rights of way, private property or adjacent property. A standby vehicle shall always be available.

### **ARTICLE IX COMPLAINTS REGARDING SERVICE/SPILLAGE**

Contractor shall handle directly any complaints pertaining to customer service, property damage or personal injury from their roll-off service. Any such complaints received by City shall be forwarded to Contractor within twenty-four (24) hours of their receipt by City. Contractor shall respond to all complaints within twenty-four (24) hours of receiving notice of such complaint from City, resolve such complaints promptly and shall report to City the action taken. Failure by Contractor to respond and report to CITY on action taken within this twenty-four (24) hour period may subject Contractor to a \$100.00 per incident charge from City payable with the next payment due City under Article V of this Franchise Agreement.

### **ARTICLE X COMPLIANCE WITH LAWS**

1. This ordinance shall be construed in accordance with the City’s Charter and Code of Ordinances in effect on the Effective Date of this ordinance to the extent that such City Charter and Code of Ordinances are not in conflict with or in violation of the Constitution and Laws of the United States or the State of Texas.

2. This Ordinance shall be governed in accordance with the Laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

3. Notwithstanding any other provision in this franchise to the contrary, City and Contractor shall at all times comply with all laws, rules, and regulations of the state and federal government and any administrative agencies thereof, with respect to the subject matter of this Ordinance.

4. All collections made under this Agreement shall be made by Contractor without unnecessary noise, disturbance, or commotion.

**ARTICLE XI  
UNDERSTANDINGS PERTAINING TO NON-EXCLUSIVITY**

This Franchise Agreement contains all the terms and conditions agreed on by the parties and no other agreements, or otherwise, regarding the subject matter of this franchise shall be of any force or effect. Both parties agree and understand that nothing in this Franchise Agreement conveys to Contractor an exclusive franchise for the services described in this franchise and that this franchise is nonexclusive.

**ARTICLE XII  
OWNERSHIP OF MATERIALS**

Sole and exclusive title to all demolition and construction debris, recyclables or organic waste collected by Contractor under this Franchise Agreement will pass to Contractor when the debris is placed on Contractor's truck.

**ARTICLE XIII  
CITY SERVICE**

Contractor agrees to provide free service to City following natural disasters or Acts of God.

**ARTICLE XIV  
FAILURE TO PERFORM**

It is expressly understood and agreed by the parties that if at any time Contractor shall fail to perform any of the terms, covenants, or conditions herein set forth, City may after hearing as described herein, revoke and cancel the Franchise Agreement by and between the parties and said Franchise Agreement shall be null and void. Upon the determination by the staff of City that a hearing should be held before the Council of said City, City shall mail notice to Contractor, at the address designated herein or at such address as may be designated from time to time, by registered mail. The notice shall specify the time and place of the hearing and shall include the allegations being asserted for the revocation of this Franchise Agreement. The hearing shall be conducted in public before the City Council and Contractor shall be allowed to present evidence and given an opportunity to answer all reasons for the termination set forth in the notice. In the event that the Council determines that the allegations set forth are true as set forth in the notice it may by majority vote cancel this Franchise Agreement between the parties at no penalty to the City.

**ARTICLE XV  
RELEASE AND INDEMNIFICATION**

**1. CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER, AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM ALL**

**CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, ANY PERSON WHETHER THAT PERSON BE A THIRD PERSON, CONTRACTOR, OR AN EMPLOYEE OF EITHER OF THE PARTIES HERETO, AND ANY LOSS OF OR DAMAGE TO PROPERTY, WHETHER THE SAME BE THAT OF EITHER OF THE PARTIES HERETO OR OF THIRD PARTIES, CAUSED BY OR ALLEGED TO BE CAUSED BY, ARISING OUT OF OR IN CONNECTION WITH THE GRANT OF THIS FRANCHISE TO CONTRACTOR, WHETHER OR NOT SAID CLAIMS, DEMANDS AND CAUSES OF ACTION IN WHOLE OR IN PART ARE COVERED BY INSURANCE.**

**2. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD CITY 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 ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, AND FOR DAMAGE TO ANY PROPERTY, OUT OF OR IN CONNECTION WITH OPERATION OF CONTRACTOR'S RECYCLING BUSINESS UNDER THIS FRANCHISE AND DISPOSAL OF THE RECYCLABLE WASTE COLLECTED BY IT OR RESALE, AND ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT, WHETHER THE CONTRACTOR'S NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGES, AND WHETHER THE CITY'S NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, THAT THE INDEMNITY PROVIDED FOR HEREINABOVE IS INDEMNITY BY THE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF BOTH THE CITY'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE, AND THE CONTRACTOR'S NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.**

**3. CONTRACTOR ASSUMES RESPONSIBILITY AND LIABILITY AND HEREBY AGREES TO INDEMNIFY THE CITY FROM ANY LIABILITY CAUSED BY CONTRACTOR'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL, STATE, OR LOCAL LAWS AND REGULATIONS, TOUCHING UPON THE MAINTENANCE OF A SAFE AND PROTECTED WORKING ENVIRONMENT, AND THE SAFE USE AND OPERATION OF MACHINERY AND EQUIPMENT IN THAT WORKING ENVIRONMENT.**

**ARTICLE XVI  
INSURANCE**

1. For the duration of this Agreement, Contractor shall procure and maintain at its sole cost and expense insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work under the terms of this Agreement by Contractor, its agents, representatives, volunteers, employees, or subcontractors.

2. Contractor's insurance shall be primary insurance with respect to the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers, shall be considered in excess of Contractor's insurance and shall not contribute to it.

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

4. Certificates of Insurance and endorsements shall be furnished to City and approved by City before work commences. During the term of this Agreement Contractor's insurance policies shall meet the following requirements:

**a. Standard Insurance Policies Required**

1. Commercial General Liability
2. Business Automobile Liability
3. Workers' Compensation

**b. General Requirements Applicable to All Policies**

1. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted, if available. Otherwise, an Insurance Carrier shall be permitted outside the State of Texas, as long as policy is through an Insurance Broker authorized within Texas and the policy complies with the other insurance requirements contained in this Agreement.
2. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
3. "Claims Made" policies are not accepted.
4. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of College Station.
5. Upon request, certified copies of all insurance policies shall be furnished to the City of College Station.

6. The City of College Station, its officials, employees and volunteers, are to be named as “Additional Insured” to the Commercial General and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

**c. Commercial General Liability**

1. General Liability insurance shall be written by a carrier with a “A: VIII” or better rating in accordance with the current Best Key Rating Guide.
2. Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00 which limits shall be endorsed per Project.
3. Coverage shall be at least as broad as ISO form CG 00 01.
4. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
5. The coverage shall include but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability MSC 90 Pollution Coverage.

**d. Endorsements**

1. Those policies set forth in Paragraphs III and IV shall contain an endorsement naming the City as Additional Insured and further providing that the Contractor’s policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form at least as broad as ISO form GC 2026. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City’s Representative at the time of execution of this Agreement, attached hereto as **Exhibit “B”**, and approved by the City before work commences.

**e. Workers Compensation Insurance**

1. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a worker’s compensation insurance policy: either directly through their employer’s policy (the Contractor’s or subcontractor’s policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor

does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring Contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Contractor may not be used.

2. Workers compensation insurance shall include the following terms:
  - A. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee is required.
  - B. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
  - C. Texas must appear in Item 3A of the Workers Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
  
3. Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

**Definitions:**

- A. Certificate of coverage ("certificate") – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- B. Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.
- C. Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing,

hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

4. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
5. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
6. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
7. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - A. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - B. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
8. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
9. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
10. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
11. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
  - A. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all

- of its employees providing services on the project, for the duration of the project;
- B. Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  - C. Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - D. Obtain from each other person with whom it contracts, and provide to the Contractor:
    - i. A certificate of coverage, prior to the other person beginning work on the project; and
    - ii. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - E. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - F. Notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - G. Contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.
12. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
13. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.

**f. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:**

1. The company is licensed and admitted to do business in the State of Texas.
2. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
3. All endorsements and insurance coverages according to requirements and instructions contained herein.
4. The form of the notice of cancellation, termination, or change in coverage provisions to the City of College Station.
5. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

**ARTICLE XVII  
ASSIGNMENT**

This Agreement and the rights and obligations contained herein may not be assigned by Contractor without the specific prior written approval of the City Council. The Contractor may request assignment of the Contractor's rights or obligations under this Agreement upon written request to the City. City shall take the requested assignment before the City Council within thirty (30) days of receipt of request from Contractor, and will be recommended for approval by staff unless deemed unreasonable.

**ARTICLE XVIII  
SAFETY AND LIABILITY FOR INJURIES TO CITY OR ABUTTING PROPERTY**

1. Contractor shall perform the collection in accordance with the applicable laws, codes, ordinances and regulations of the United States, State of Texas, Brazos County, and City of College Station and in compliance with OSHA and other laws as they apply to its employees. It is the intent of the parties that the safety precautions are a part of the collection techniques for which Contractor is solely responsible. In the carrying on of the services herein provided for, Contractor shall use all proper skill and care, and Contractor shall exercise all due and proper precautions to prevent injury to any property, or person(s).

2. Contractor shall pay for all damages to City property resulting from the operation of its service and shall pay to every owner of property abutting the residential property on which the container is located that is injured by the operation of the franchise all physical damage caused by any act or omission of Contractor or of any of its subcontractors or employees in the operation of the Contractor service.

**ARTICLE XIX  
AD VALOREM TAXES**

Contractor agrees to render all personal property utilized in its solid waste operation services provided to Brazos County Appraisal District so that said personal property will be the subject of ad valorem taxation for the benefit of City.

**ARTICLE XX  
NOTICES AND PAYMENTS**

1. All notices and payments required under the terms of this Contract to be given by either party to the other party shall be in writing, and unless otherwise specified in writing by the respective parties, shall be sent to the parties at the addresses following:

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

Charles Mancuso  
President, CCAA, LLC, d/b/a  
Brazos Valley Recycling & Big Dumpster  
P. O. Box 5449  
Bryan, Texas 77805

2. All notices shall be deemed to have been properly served only if sent by Registered or Certified Mail, to the person(s) at the address designated as above provided, or to any other person at the address which either party may hereinafter designate by written notice to the other party.

**ARTICLE XXI  
PENALTY**

Any person, firm or corporation violating any provision of this ordinance shall be fined not exceeding \$2,000.00 for each offense and each and every day said violation continues constitutes a separate offense.

**ARTICLE XXII  
AMENDMENTS**

It is hereby understood and agreed by the parties to this franchise that no amendment to the terms of this franchise shall be made unless made in writing, approved by both parties, and attached to this Franchise Agreement to become a part hereof.

**ARTICLE XXIII  
SEVERABILITY**

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

**ARTICLE XXIV  
AUTHORIZATION TO EXECUTE**

The parties signing this Franchise Agreement shall provide adequate proof of their authority to execute this Franchise Agreement. This Franchise Agreement shall inure to the benefit and is binding upon the parties hereto and their respective successors or assigns, but shall not be assignable by either party without the written consent of the other party.

**ARTICLE XXV  
TERM AND TERMINATION OF FRANCHISE**

1. The term of this Franchise Agreement shall be for a period of five (5) years beginning on the date of acceptance.
  
2. In addition to all other rights and powers retained by City under this Franchise or otherwise, City reserves the right to declare this Franchise forfeited and to terminate the Franchise and all rights and privileges of Contractor hereunder in the event of a material breach of the terms, covenants, or conditions herein set forth. A material breach by Contractor shall include, but not be limited to, the following:
  - a. Failure to pay the fees prescribed by Article V.
  - b. Failure to materially provide the services provided for in this Franchise.
  - c. Material misrepresentation of fact in the application for or negotiation of this Franchise.
  - d. Conviction of any director, officer, employee, or agent of Contractor of the offense of bribery or fraud connected with or resulting from the awarding of this Franchise.
  - e. Material misrepresentations of fact knowingly made to City with respect to or regarding Contractor's operations, management, revenues, services or reports required pursuant to this Franchise.
  - f. Revocation or denial of registration or renewal of registration by TCEQ.
  - h. Excessive interruption in service for a period of seventy-two (72) hours or more due to causes other than force majeure.

3. Contractor shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers, or employees.

4. City may after a hearing as described herein, revoke and cancel the Franchise by and between the parties and said Franchise shall be null and void. City shall mail notice to Contractor, at the address designated herein or at such address as may be designated from time to time, by registered mail. The notice shall specify the time and place of the hearing and shall include the allegations being asserted for the revocation of this Agreement. The hearing shall be conducted in public before the City Council and Contractor shall be allowed to present evidence and be given an opportunity to answer all reasons for the termination set forth in the notice. In the event that the Council determines that the allegations set forth are true as set forth in the notice it may by majority vote cancel this Agreement between the parties at no penalty to the City.

**ARTICLE XXVI  
ACCEPTANCE OF FRANCHISE**

In accordance with City of College Station City Charter, Section 120, Contractor shall have sixty (60) days, from and after the final passage and approval of this Ordinance to file its written acceptance thereof with the City Secretary within thirty (30) days from the final adoption of this Ordinance, and upon acceptance being filed, this Ordinance shall take effect and be in force from and after the date of its acceptance. Such acceptance shall be typed or printed on the letterhead of Contractor and, with the blank spaces appropriately completed, shall be as follows:

Attn: Public Works Director

\_\_\_\_\_ acting by and through its undersigned who is acting with his official capacity and authority, hereby accepts the franchise to operate a recycling collection service within the City of College Station, Texas ("College Station") as said franchise is set forth and provided in Ordinance No. \_\_\_\_\_ (the "Ordinance").  
\_\_\_\_\_ agrees to be bound and governed by each terms, provision and condition of the Ordinance, to accept and to give the benefits provided for in the Ordinance in a businesslike and reasonable manner and compliance with the Ordinance.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By accepting this Agreement, Contractor represents that it has, by careful examination, satisfied itself as to the nature and location of the work, the character, quality and quantity of work to be performed, the character of the equipment and facilities necessary to fulfill its obligations under this Agreement, as well as the general and local conditions and all other matters that in any way affect the work to be performed under this Agreement.

**ARTICLE XXVII  
PUBLIC MEETING**

It is hereby found and determined that the meetings at which this ordinance was passed were open to the public, as required by Texas Government Code § 551, as amended, and that advance public notice of time, place, and purpose of said meetings was given.

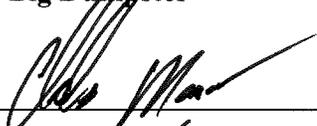
**First Consideration & Approval** on the \_\_\_\_\_ day of \_\_\_\_\_ 2012

**Second Consideration & Approval** on the \_\_\_\_\_ day of \_\_\_\_\_ 2012

**Third Consideration & Approval** on the \_\_\_\_\_ day of \_\_\_\_\_ 2012

CCAA, LLC  
d/b/a Brazos Valley Recycling &  
d/b/a Big Dumpster

**CITY OF COLLEGE STATION**

By: 

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

Printed Name: Charles Marcuso

Mayor

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

Title: Owner

Date: 9/28/12

**ATTEST:**

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

**APPROVED:**

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

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

\_\_\_\_\_  
Executive Dir. Business Services  
Date: \_\_\_\_\_

**EXHIBIT "A"**  
**SCHEDULE OF RATES**

**14 Yard Roll-Off**

Rental Fee -	\$2.75 / day
Delivery Fee -	\$35.00
Dump Fee -	\$80.00
Fuel Surcharge -	\$16.00

**20 Yard Roll-Off**

Rental Fee -	\$3.00 / day
Delivery Fee -	\$35.00
Dump Fee -	\$140.00
Fuel Surcharge -	\$28.00

**30 Yard Roll-Off**

Rental Fee -	\$3.00 / day
Delivery Fee -	\$35.00
Dump Fee -	\$140.00
Fuel Surcharge -	\$28.00

Tipping Fee: \$27.00 per ton





**ADDITIONAL REMARKS SCHEDULE**

AGENCY Higginbotham & Associates Inc.		NAMED INSURED BCS Stop & Go Potty, LLC; Brazos Valley Recycling/The Big Dumpster P.O. Box 5449 Bryan TX 77801	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

The General Liability and Auto Liability policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status

Umbrella is follow form.

**November 8, 2012**  
**Consent Agenda Item No. 2c**  
**Work Order No. WF 1433732**  
**Plantation Oaks Waterline Replacement**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion regarding the approval of the construction contract (Contract 13-003) with Dudley Construction in the amount of \$369,510.10, for the construction of the Plantation Oaks Waterline Replacement Project (WF1433732) and authorizing the City Manager to execute the contract on behalf of the City Council.

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

**Recommendation(s):** Staff recommends approval of the construction contract, and authorizing the City Manager to execute the contract on behalf of the City Council.

**Summary:** The existing 12-inch diameter waterline along State Highway 30 between Munson Avenue and Scarlett O'Hara Drive is over 50 years old and has reached the end of its service life. This segment of pipeline is an on-going maintenance problem for the field operations staff in the Water Service Department. This project will replace the existing 12-inch ductile iron water line with a new 12-inch diameter PVC water line.

**Budget & Financial Summary:** Funds in the amount of \$621,232 are budgeted for this project in the Water Capital Projects Fund. Funds in the amount of \$96,630 have been expended to date leaving \$524,602 for this contract and future expenses.

**Attachments:**

- 1.) Construction Contract is on file in the City Secretary's Office
- 2.) Project Location Map
- 3.) Bid Tabulation



Carol Street

Neal Pickett Drive

Merry Oaks Drive

Berkeley Street

Westover Street

Sanctuary Court

Dominik Drive

Bayou Woods Drive

Athens Drive

University Oaks Boulevard

Munson Avenue

Merry Oaks Drive

Magnolia Drive

Hardwood Lane

Rhett Butler Drive

Tara Court

Scarlett Ohara Drive

Harvey Road

Frontage Road West

Frontage 6 Road East

Frontage 6 Rd W

Holleman Drive East

PLANTATION OAKS  
WATERLINE REPLACEMENT

0 200 400 800 Feet





**City of College Station - Purchasing Division**  
**Bid Tabulation for #13-003**  
**"Plantation Oaks Waterline Replacement Project"**  
**Open Date: Tuesday, October 9, 2012 @ 2:00 p.m.**

ITEM	QTY	UNIT	DESCRIPTION	Dudley Construction, Ltd. (College Station, TX)		Elliott Construction, Ltd. (Wellborn, TX)		Kieschnick General Contractors (Wellborn, TX)		Greenway Constructors, Inc. (College Station, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
<b>BASE BID</b>											
1	1	LS	Mobilization and project overhead (not to exceed 5% of work items)	\$18,400.00	\$18,400.00	\$16,000.00	\$16,000.00	\$15,000.00	\$15,000.00	\$22,278.00	\$22,278.00
2	1	LS	Traffic Control as per the plans and specifications, complete and in place	\$14,400.00	\$14,400.00	\$39,000.00	\$39,000.00	\$7,500.00	\$7,500.00	\$23,600.00	\$23,600.00
3	2,068	LF	Trench Safety as per the plans and specifications, complete and in place	\$2.40	\$4,963.20	\$1.00	\$2,068.00	\$2.00	\$4,136.00	\$1.00	\$2,068.00
4	1	LS	Sedimentation and erosion control, including silt barriers, SWPPP, etc. installation maintenance and removal, complete and in place	\$11,000.00	\$11,000.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$11,800.00	\$11,800.00
5	1.0	LS	Re-seed disturbed areas as per the plans and specifications	\$5,300.00	\$5,300.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$8,850.00	\$8,850.00
6	70	LF	Furnish and install 18" AWWA C-900 DR-14 CL 200 PVC restrained joint water pipe by open-cut as shown in the plans and specifications, complete and in place	\$105.00	\$7,350.00	\$118.00	\$8,260.00	\$80.00	\$5,600.00	\$148.00	\$10,360.00
7	6	LF	Furnish and install 18" AWWA C-900 DR-14 CL 200 PVC restrained joint water pipe by open-cut with structural backfill as shown in the plans and specifications, complete and in place	\$550.00	\$3,300.00	\$118.00	\$708.00	\$90.00	\$540.00	\$177.00	\$1,062.00
8	58	LF	Furnish and install 18" AWWA C-900 DR-14 CL 200 PVC restrained joint water pipe in encasement as shown in the plans and specifications, complete and in place	\$80.00	\$4,640.00	\$118.00	\$6,844.00	\$225.00	\$13,050.00	\$148.00	\$8,584.00
9	949	LF	Furnish and install 12" AWWA C-900 DR-14 CL 200 PVC water pipe by open-cut as shown in the plans and specifications, complete and in place	\$37.50	\$35,587.50	\$67.00	\$63,583.00	\$50.00	\$47,450.00	\$59.00	\$55,991.00
10	628	LF	Furnish and install 12" AWWA C-900 DR-14 CL 200 PVC water pipe by open-cut with structural backfill as shown in the plans and specifications, complete and in place	\$53.00	\$33,284.00	\$75.00	\$47,100.00	\$60.00	\$37,680.00	\$89.00	\$55,892.00
11	112	LF	Furnish and install 12" AWWA C-900 DR-14 CL 200 PVC restrained joint water pipe by bore as shown in the plans and specifications, complete and in place	\$66.00	\$7,392.00	\$104.00	\$11,648.00	\$250.00	\$28,000.00	\$94.00	\$10,528.00
12	214	LF	Furnish and install 12" AWWA C-900 DR-14 CL 200 PVC restrained joint water pipe in encasement as shown in the plans and specifications, complete and in place	\$66.80	\$14,295.20	\$77.00	\$16,478.00	\$150.00	\$32,100.00	\$89.00	\$19,046.00
13	31	LF	Furnish and install 6" AWWA C-900 DR-14 CL 200 PVC water pipe by open-cut as shown in the plans and specifications, complete and in place	\$29.00	\$899.00	\$36.00	\$1,116.00	\$30.00	\$930.00	\$59.00	\$1,829.00
14	58	LF	Furnish and install 30" steel casing by open cut with structural backfill including spacers, and end seals as shown in the plans and specifications, complete and in place	\$147.00	\$8,526.00	\$183.00	\$10,614.00	\$150.00	\$8,700.00	\$207.00	\$12,006.00
15	99	LF	Furnish and install 24" steel casing by open cut with structural backfill including spacers, and end seals as shown in the plans and specifications, complete and in place	\$122.00	\$12,078.00	\$145.00	\$14,355.00	\$120.00	\$11,880.00	\$177.00	\$17,523.00
16	85	LF	Furnish and install 24" steel casing by bore with including spacers, and end seals as shown in the plans and specifications, complete and in place	\$191.00	\$16,235.00	\$132.00	\$11,220.00	\$350.00	\$29,750.00	\$236.00	\$20,060.00



**City of College Station - Purchasing Division**  
**Bid Tabulation for #13-003**  
**"Plantation Oaks Waterline Replacement Project"**  
**Open Date: Tuesday, October 9, 2012 @ 2:00 p.m.**

ITEM	QTY	UNIT	DESCRIPTION	Dudley Construction, Ltd. (College Station, TX)		Elliott Construction, Ltd. (Wellborn, TX)		Kieschnick General Contractors (Wellborn, TX)		Greenway Constructors, Inc. (College Station, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
17	10	LF	Furnish and install 24" SDR 26 PVC casing by open cut with structural backfill including spacers, and end seals as shown in the plans and specifications, complete and in place	\$262.00	\$2,620.00	\$114.00	\$1,140.00	\$190.00	\$1,900.00	\$177.00	\$1,770.00
18	20	LF	Furnish and install 24" SDR 26 PVC casing by open cut including spacers, and end seals as shown in the plans and specifications, complete and in place	\$97.00	\$1,940.00	\$140.00	\$2,800.00	\$150.00	\$3,000.00	\$148.00	\$2,960.00
19	36	LF	Furnish and install 18" SDR 26 PVC casing by open cut including spacers, end seals, and joint restraint of carrier pipe as shown in the plans and specifications, complete and in place	\$87.50	\$3,150.00	\$90.00	\$3,240.00	\$120.00	\$4,320.00	\$118.00	\$4,248.00
20	1	EA	Furnish and install 18"x18" MJ tee as shown in the plans and specifications, complete and in place	\$3,000.00	\$3,000.00	\$1,668.00	\$1,668.00	\$2,000.00	\$2,000.00	\$2,360.00	\$2,360.00
21	1	EA	Furnish and install 12"x12" MJ tee as shown in the plans and specifications, complete and in place	\$1,020.00	\$1,020.00	\$620.00	\$620.00	\$600.00	\$600.00	\$590.00	\$590.00
22	2	EA	Furnish and install 12"x8" MJ anchor tee as shown in the plans and specifications, complete and in place	\$900.00	\$1,800.00	\$580.00	\$1,160.00	\$700.00	\$1,400.00	\$1,062.00	\$2,124.00
23	6	EA	Furnish and install 12"x6" MJ anchor tee as shown in the plans and specifications, complete and in place	\$730.00	\$4,380.00	\$495.00	\$2,970.00	\$700.00	\$4,200.00	\$1,062.00	\$6,372.00
24	4	EA	Furnish and install standard fire hydrant assembly including 6" valve, gradelok, & appurtenances as shown in the plans and specifications	\$5,800.00	\$23,200.00	\$4,371.00	\$17,484.00	\$3,500.00	\$14,000.00	\$4,484.00	\$17,936.00
25	4	EA	Remove and salvage exist fire hydrant assembly and deliver to City warehouse including backfill, re-seed/ re-sod, etc. as shown in the plans and specifications, complete and in place	\$375.00	\$1,500.00	\$500.00	\$2,000.00	\$1,000.00	\$4,000.00	\$1,180.00	\$4,720.00
26	2	EA	Furnish and install 18" MJ gate valve & box as shown in the plans and specifications, complete and in place	\$10,500.00	\$21,000.00	\$9,050.00	\$18,100.00	\$8,750.00	\$17,500.00	\$11,210.00	\$22,420.00
27	6	EA	Furnish and install 12" MJ gate valve & box as shown in the plans and specifications, complete and in place	\$2,050.00	\$12,300.00	\$1,850.00	\$11,100.00	\$2,400.00	\$14,400.00	\$2,596.00	\$15,576.00
28	2	EA	Furnish and install 8" MJ gate valve & box as shown in the plans and specifications, complete and in place	\$1,200.00	\$2,400.00	\$1,021.00	\$2,042.00	\$1,200.00	\$2,400.00	\$1,770.00	\$3,540.00
29	1	EA	Furnish and install 6" MJ gate valve & box as shown in the plans and specifications, complete and in place	\$675.00	\$675.00	\$600.00	\$600.00	\$900.00	\$900.00	\$1,180.00	\$1,180.00
30	2	EA	Furnish and install 18" MJ 45° bend as shown in the plans and specifications, complete and in place	\$1,500.00	\$3,000.00	\$1,010.00	\$2,020.00	\$1,750.00	\$3,500.00	\$1,180.00	\$2,360.00
31	8	EA	Furnish and install 12" MJ 45° bend as shown in the plans and specifications, complete and in place	\$735.00	\$5,880.00	\$485.00	\$3,880.00	\$700.00	\$5,600.00	\$944.00	\$7,552.00
32	1	EA	Furnish and install 8" MJ 45° bends as shown in the plans and specifications, complete and in place	\$550.00	\$550.00	\$270.00	\$270.00	\$350.00	\$350.00	\$531.00	\$531.00
33	2	EA	Furnish and install 6" MJ 45° bends as shown in the plans and specifications, complete and in place	\$440.00	\$880.00	\$220.00	\$440.00	\$300.00	\$600.00	\$472.00	\$944.00
34	1	EA	Furnish and install 18" x 12" MJ reducer as shown in the plans and specifications, complete and in place	\$1,250.00	\$1,250.00	\$680.00	\$680.00	\$720.00	\$720.00	\$944.00	\$944.00



**City of College Station - Purchasing Division**  
**Bid Tabulation for #13-003**  
**"Plantation Oaks Waterline Replacement Project"**  
**Open Date: Tuesday, October 9, 2012 @ 2:00 p.m.**

ITEM	QTY	UNIT	DESCRIPTION	Dudley Construction, Ltd. (College Station, TX)		Elliott Construction, Ltd. (Wellborn, TX)		Kieschnick General Contractors (Wellborn, TX)		Greenway Constructors, Inc. (College Station, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
35	4	EA	Furnish and install 12"x13" anchor coupling as shown in the plans and specifications, compete and in place	\$530.00	\$2,120.00	\$425.00	\$1,700.00	\$300.00	\$1,200.00	\$590.00	\$2,360.00
36	46	SY	Remove exist concrete pavement, including saw cut, apron, reinforcing steel, and disposal of debris and replace as shown in pavement detail, complete and in place	\$96.00	\$4,416.00	\$76.00	\$3,496.00	\$50.00	\$2,300.00	\$89.00	\$4,094.00
37	147	SY	Remove asphalt pavement including saw-cut, and disposal of debris and replace as shown in pavement detail, complete and in place	\$103.50	\$15,214.50	\$50.00	\$7,350.00	\$40.00	\$5,880.00	\$59.00	\$8,673.00
38	46	LF	Saw cut, remove curb, including disposal of debris and replace as shown in the plans and specifications, complete and in place shown in linear foot	\$20.20	\$929.20	\$35.00	\$1,610.00	\$5.00	\$230.00	\$30.00	\$1,380.00
39	21	LF	Install concrete curb as shown in the plans and specifications, complete and in place shown in linear foot	\$15.00	\$315.00	\$35.00	\$735.00	\$20.00	\$420.00	\$18.00	\$378.00
40	22	LF	Saw cut, remove curb and gutter including disposal of debris, and replace as shown in the plans and specifications, complete and in place shown in linear foot	\$40.00	\$880.00	\$35.00	\$770.00	\$50.00	\$1,100.00	\$59.00	\$1,298.00
41	104	SY	Remove exist 4' sidewalk and other extra 4" thick concrete where shown, including saw-cut, steel, exp/contr joints, disposal of debris, and replace as shown in the plans and specifications, complete and in place	\$85.00	\$8,840.00	\$60.00	\$6,240.00	\$40.00	\$4,160.00	\$89.00	\$9,256.00
42	2	EA	Remove exist ambulatory ramp including tie in to adjacent sidewalk and curb, disposal of debris, and replace as shown in detail SW3-05, complete and in place	\$800.00	\$1,600.00	\$900.00	\$1,800.00	\$2,500.00	\$5,000.00	\$944.00	\$1,888.00
43	1	EA	Remove exist ambulatory ramp including tie in to adjacent sidewalk and curb, disposal of debris, and replace as shown in detail SW3-00, complete and in place	\$1,150.00	\$1,150.00	\$900.00	\$900.00	\$3,500.00	\$3,500.00	\$944.00	\$944.00
44	1	LS	Tie prop 18" water line to exist 18" water line including transition fittings when required and restraint for Connection Detail A , complete and in place	\$1,400.00	\$1,400.00	\$5,565.00	\$5,565.00	\$5,000.00	\$5,000.00	\$3,540.00	\$3,540.00
45	1	LS	Tie prop 18" water line to exist 18" water line including transition fittings when required and restraint for Connection Detail B , complete and in place	\$1,400.00	\$1,400.00	\$5,735.00	\$5,735.00	\$4,000.00	\$4,000.00	\$3,540.00	\$3,540.00
46	1	LS	Tie prop 8" water line to exist 8" water line including transition fittings when required and restraint for Connection Detail D , complete and in place	\$790.00	\$790.00	\$4,855.00	\$4,855.00	\$3,000.00	\$3,000.00	\$2,360.00	\$2,360.00
47	1	LS	Tie prop 6" water line to exist 6" water line including transition fittings when required and restraint for Connection Detail E , complete and in place	\$500.00	\$500.00	\$3,434.00	\$3,434.00	\$2,500.00	\$2,500.00	\$2,360.00	\$2,360.00
48	1	LS	Tie prop 8" water line to exist 8" AC water line including transition fittings when required and restraint for Connection Detail G , complete and in place	\$1,140.00	\$1,140.00	\$1,940.00	\$1,940.00	\$1,500.00	\$1,500.00	\$2,360.00	\$2,360.00
49	1	LS	Tie prop 12" water line to exist 12" water line including transition fittings when required and restraint for Connection Detail J , complete and in place	\$1,170.00	\$1,170.00	\$3,210.00	\$3,210.00	\$2,000.00	\$2,000.00	\$2,950.00	\$2,950.00
50	1	LS	Tie prop 6" water line to exist 6" water line including transition fittings when required and restraint for Connection Detail K , complete and in place	\$850.00	\$850.00	\$2,985.00	\$2,985.00	\$2,000.00	\$2,000.00	\$2,360.00	\$2,360.00



**City of College Station - Purchasing Division**  
**Bid Tabulation for #13-003**  
**"Plantation Oaks Waterline Replacement Project"**  
**Open Date: Tuesday, October 9, 2012 @ 2:00 p.m.**

ITEM	QTY	UNIT	DESCRIPTION	Dudley Construction, Ltd. (College Station, TX)		Elliott Construction, Ltd. (Wellborn, TX)		Kieschnick General Contractors (Wellborn, TX)		Greenway Constructors, Inc. (College Station, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
51	1	LS	Tie prop 12" water line to exist 12" water line transition fittings when required and restraint for Connection Detail M , complete and in place	\$770.00	\$770.00	\$3,852.00	\$3,852.00	\$2,000.00	\$2,000.00	\$2,950.00	\$2,950.00
52	2	EA	Install short 2" water line and connect to existing service meter as detailed, shown in plans, and complete and in place	\$1,275.00	\$2,550.00	\$1,785.00	\$3,570.00	\$2,500.00	\$5,000.00	\$2,950.00	\$5,900.00
53	70	LF	Remove exist 18" DIP water line by open cut, as shown in the plans and specifications, complete in place.	\$21.00	\$1,470.00	\$32.00	\$2,240.00	\$15.00	\$1,050.00	\$24.00	\$1,680.00
54	929	LF	Remove exist 12" DIP water line by open cut, as shown in the plans and specifications, complete in place.	\$6.50	\$6,038.50	\$15.00	\$13,935.00	\$10.00	\$9,290.00	\$12.00	\$11,148.00
55	1006	LF	Grout fill exist 12" DIP water line including all caps and plugs, etc., as shown in the plans and specifications, complete and in place	\$5.00	\$5,030.00	\$6.00	\$6,036.00	\$15.00	\$15,090.00	\$7.00	\$7,042.00
56	46	LF	Remove and dispose of exist 24" RCP water line by open cut, as shown in the plans and specifications, complete and in place	\$72.00	\$3,312.00	\$15.00	\$690.00	\$25.00	\$1,150.00	\$30.00	\$1,380.00
57	36	LF	Furnish and install 24" RCP storm drain by open-cut as shown in the plans and specifications, complete and in place	\$170.00	\$6,120.00	\$93.00	\$3,348.00	\$100.00	\$3,600.00	\$118.00	\$4,248.00
58	2	EA	Furnish and install precast 24" 30° RCP bends as shown in the plans, details and specifications, complete and in place	\$1,750.00	\$3,500.00	\$630.00	\$1,260.00	\$5,000.00	\$10,000.00	\$1,180.00	\$2,360.00
59	1	EA	Tie prop 24" RCP to proposed 10 ft curb inlet, including grout invert as shown in the plans and specifications, complete and in place	\$980.00	\$980.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$1,180.00	\$1,180.00
60	1	EA	Tie prop 24" RCP to existing 24" RCP as shown in the plans and specifications, complete and in place	\$980.00	\$980.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,180.00	\$1,180.00
61	1	EA	Remove existing 10-ft curb inlet and replace as shown in the plans and specifications, complete and in place	\$7,850.00	\$7,850.00	\$4,560.00	\$4,560.00	\$7,500.00	\$7,500.00	\$5,900.00	\$5,900.00
<b>TOTAL BASE BID</b>				<b>\$369,510.10</b>		<b>\$420,024.00</b>		<b>\$433,676.00</b>		<b>\$474,313.00</b>	
<b>Certification of Bid</b>				✓		✓		✓		✓	
<b>Bid Bond</b>				✓		✓		✓		✓	

**NOTES:**

»Dudley Construction

Bidder miscalculated the total for Bid Item 6. The highlighted total above is correct.

»Greenway Constructors

Bidder miscalculated the totals for Bid Items 3, 6, 8, 10-12, 14, 36, 38, 39, 41, 53-56 and the Total Base Bid. The highlighted totals above are correct.

**November 8, 2012**  
**Consent Agenda Item No. 2d**  
**Roadway Traffic Markings & Traffic Control Services**  
**Contract**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion awarding Contract #13-005 to Highway Technologies, Inc. in the amount of \$198,917.50, for the installation of roadway traffic markings, and authorizing the City Manager to execute the contract on behalf of the City Council.

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

**Recommendation(s):** Staff recommends approval of Contract #13-005 for roadway traffic markings to Highway Technology of Austin, Texas in the amount of \$198,917.50, and authorizing the City Manager to execute the contract on behalf of the City Council.

**Summary:** After a segment of roadway is rehabilitated or reconstructed the pavement markings to delineate travel lanes, bike lanes, cross walks, stop bars, etc must be reinstalled. City staff relies on the expertise and resources of specialty contractors to perform this work.

On October 13, 2012 two bids were received opened for Bid #13-004; M & M Striping and Powerwashing, LLC of San Antonio in the amount of \$248,070.20 and Highway Technologies, Inc. of Austin, Texas in the amount of \$198,917.50.

**Budget & Financial Summary:** Funding for the Annual Blanket Purchase Order for the installation of roadway traffic markings is provided in the annual Traffic Operations Budget.

**Attachments:**

1. Bid Tabulation
2. Contract #13-005 is on file in the City Secretary's Office



**City of College Station - Purchasing Division**  
**Bid Tabulation for #13-004**  
**"Annual Traffic Pavement Striping Marking Services"**  
**Open Date: Friday, October 12, 2013 @ 2:00 p.m.**

ITEM	QTY	UNIT	DESCRIPTION	Highway Technologies, Inc. (Austin, TX)		M&M Striping & Powerwashing, LLC (San Antonio, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
<b>BASE BID</b>							
1	300,000	LF	4" ReflectORIZED Paint Markings DOT (SLD) Re-Stripe	\$0.15	\$45,000.00	\$0.15	\$45,000.00
2	38,000	LF	4" ReflectORIZED Paint Markings DOT (BRK) Re-Stripe	\$0.15	\$5,700.00	\$0.21	\$7,980.00
3	22,000	LF	4" ReflectORIZED Paint Markings (SLD) Layout	\$0.25	\$5,500.00	\$0.25	\$5,500.00
4	45,000	LF	4" ReflectORIZED Paint Markings (BRK) Layout	\$0.15	\$6,750.00	\$0.32	\$14,400.00
5	4,500	LF	8" ReflectORIZED Paint Markings DOT (SLD) Re-Stripe	\$0.34	\$1,530.00	\$0.29	\$1,305.00
6	2,500	LF	8" ReflectORIZED Paint Markings (SLD) Layout	\$0.34	\$850.00	\$0.32	\$800.00
7	10,000	LF	6" ReflectORIZED Paint Markings (SLD) Re-Stripe	\$0.30	\$3,000.00	\$0.18	\$1,800.00
8	120,000	LF	6" ReflectORIZED Paint Markings (SLD) Layout	\$0.30	\$36,000.00	\$0.24	\$28,800.00
9	2,000	LF	12" ReflectORIZED Paint Markings DOT (SLD) Re-Stripe	\$0.75	\$1,500.00	\$0.27	\$540.00
10	4,000	LF	12" ReflectORIZED Markings (SLD) Layout	\$0.75	\$3,000.00	\$0.38	\$1,520.00
11	1,000	LF	18" ReflectORIZED Paint Markings DOT (SLD) Re-Stripe	\$1.00	\$1,000.00	\$0.31	\$310.00
12	1,000	LF	18" ReflectORIZED Markings (SLD) Layout	\$1.00	\$1,000.00	\$0.41	\$410.00
13	1,000	LF	24" ReflectORIZED Paint Markings DOT (SLD) Re-Stripe	\$1.25	\$1,250.00	\$0.40	\$400.00
14	15,000	LF	4" ReflectORIZED Thermo Markings DOT (SLD) Re-stripe	\$0.65	\$9,750.00	\$0.46	\$6,900.00
15	10,000	LF	4" ReflectORIZED Thermo Markings DOT (BRK) Re-Stripe	\$0.45	\$4,500.00	\$0.57	\$5,700.00
16	10,000	LF	8" ReflectORIZED Thermo Markings DOT (SLD) Re-Stripe	\$0.75	\$7,500.00	\$0.66	\$6,600.00
17	2,500	LF	12" ReflectORIZED Thermo Markings DOT (SLD) Re-stripe	\$2.00	\$5,000.00	\$3.68	\$9,200.00
18	2,500	LF	18" ReflectORIZED Thermo Markings DOT (SLD) Re-stripe	\$2.00	\$5,000.00	\$4.94	\$12,350.00
19	2,500	LF	24" ReflectORIZED Thermo Markings DOT (SLD)	\$4.00	\$10,000.00	\$6.83	\$17,075.00
20	1,000	LF	Non-ReflectORIZED Curb Markings	\$0.55	\$550.00	\$0.42	\$420.00
21	4,000	LF	Non-ReflectORIZED Curb w/Words per 15 feet	\$0.55	\$2,200.00	\$0.47	\$1,880.00
22	15	EA	ADA Handicap Emblem	\$15.00	\$225.00	\$20.00	\$300.00
23	15	EA	ADA Handicap Emblem w/Blue Background	\$40.00	\$600.00	\$30.00	\$450.00
24	20	EA	8' 2" ReflectORIZED Thermo Turn Arrow	\$95.00	\$1,900.00	\$200.00	\$4,000.00
25	20	EA	9' 10" ReflectORIZED Thermo Directional Arrow	\$75.00	\$1,500.00	\$250.00	\$5,000.00
26	20	EA	13' 1" ReflectORIZED Thermo Combination Arrow	\$95.00	\$1,900.00	\$350.00	\$7,000.00
27	20	EA	8' ReflectORIZED Thermo Combination Arrow	\$100.00	\$2,000.00	\$275.00	\$5,500.00
28	10	EA	ReflectORIZED Thermo Railroad Crossing	\$350.00	\$3,500.00	\$400.00	\$4,000.00
29	1,000	LF	Eliminate Existing 4" Pavement Markings	\$0.50	\$500.00	\$0.60	\$600.00
30	1,000	LF	Eliminate Existing 8" Pavement Markings	\$0.70	\$700.00	\$0.80	\$800.00
31	1,500	LF	Eliminate Existing 12" Pavement Markings	\$1.00	\$1,500.00	\$1.80	\$2,700.00
32	1,500	LF	Eliminate Existing 18" Pavement Markings	\$1.00	\$1,500.00	\$2.20	\$3,300.00
33	1,000	LF	Eliminate Existing 24" Pavement Markings	\$2.00	\$2,000.00	\$3.50	\$3,500.00



**City of College Station - Purchasing Division**  
**Bid Tabulation for #13-004**  
**"Annual Traffic Pavement Striping Marking Services"**  
**Open Date: Friday, October 12, 2013 @ 2:00 p.m.**

ITEM	QTY	UNIT	DESCRIPTION	Highway Technologies, Inc. (Austin, TX)		M&M Striping & Powerwashing, LLC (San Antonio, TX)	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
34	20	HR	Pressure Cleaning	\$50.00	\$1,000.00	\$175.00	\$3,500.00
35	1,500	EA	Reflectorized Raised Pavement Markings Type I-A (4")	\$2.00	\$3,000.00	\$3.00	\$4,500.00
36	1,500	EA	Reflectorized Raised Pavement Markings Type II-AA (4")	\$3.50	\$5,250.00	\$3.50	\$5,250.00
37	1,000	EA	Reflectorized Raised Pavement Markings Type I-C (4")	\$2.75	\$2,750.00	\$3.00	\$3,000.00
38	250	EA	Reflectorized Raised Pavement Markings Type II-C-R (4")	\$2.75	\$687.50	\$3.50	\$875.00
39	200	EA	Non-Reflectorized Raised Pavement Markings 4" Round Ceramic (Y-W)	\$2.00	\$400.00	\$6.001	\$1,200.20
40	20	EA	Reflectorized 4 ft (length) Words Thermo	\$60.00	\$1,200.00	\$150.00	\$3,000.00
41	20	EA	Reflectorized 8 ft (length) Words Thermo	\$170.00	\$3,400.00	\$200.00	\$4,000.00
42	20	EA	Reflectorized 6 ft Bike Symbols Thermo	\$125.00	\$2,500.00	\$350.00	\$7,000.00
43	1,000	EA	Temporary Marking Tabs	\$0.55	\$550.00	\$3.00	\$3,000.00
44	1,500	EA	Removal of Temporary Marking Tabs	\$0.10	\$150.00	\$1.50	\$2,250.00
45	25	EA	Bike Lane Arrow (6ft White)	\$100.00	\$2,500.00	\$150.00	\$3,750.00
46	1,500	EA	Supply And Install Fire Lane Striping	\$0.75	\$1,125.00	\$0.47	\$705.00
<b>GRAND TOTAL</b>				<b>\$198,917.50</b>		<b>\$248,070.20</b>	
Certification of Bid				✓		✓	
Bid Bond				✓		✓	

**NOTES:**

M&M Striping & Powerwashing

»Vendor miscalculated the totals for Bid Item 39 and the Grand Total. The highlighted totals above are correct.

**November 8, 2012**  
**Consent Agenda Item No. 2e**  
**Texas Transportation Enhancement Funding Application**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion, of a resolution endorsing the University Pedestrian Improvement Project Phase II and the application for Texas Transportation Enhancement Funding to reimburse the City for 80% of the construction costs.

**Relationship to Strategic Goals:** Core Services and Infrastructure, Improve Multi-Modal Mobility and Financially Sustainable City

**Recommendation(s):** Staff recommends approval of the resolution endorsing the project and the application.

**Summary:** On September 14, 2012 the Bryan/College Station Metropolitan Planning Organization received a letter from the Texas Department of Transportation (TxDOT). The letter was a call for projects. The call was statewide and an application would need to be submitted for Transportation Enhancement Funding by a project sponsoring entity. The City of College Station will submit The Phase II University Pedestrian Improvement Project. This project was approved in the 2008 bond by the citizens of College Station. The City has approved the project to be funded 100%. This includes public engagement, preliminary engineering, environmental clearance, final design and construction. The limits of the project are from College Main to South College. Based on planning level estimates, total project cost is approximately \$3.5 million and construction cost is approximately \$2.4 million. The Texas Transportation Enhancement Funding program would reimburse the City for 80% of the construction costs approximately \$1.92 million.

**Budget & Financial Summary:** Funding for the University Pedestrian Improvement Project Phase II was approved by voters in the 2008 bond.

**Attachments:**

1. Resolution for the University Pedestrian Improvement Project Phase II
2. Map with limits of the project
3. Planning level estimate
4. TxDOT Transportation Enhancement Funding call for project letter
5. TxDOT Transportation Enhancement Program Web Page

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, ENDORSING THE UNIVERSITY DRIVE PEDESTRIAN IMPROVEMENT PHASE II PROJECT (PROJECT) APPLICATION AND RESPONSE TO THE 2012 PROGRAM CALL FOR CANDIDATE PROJECTS FOR THE TXDOT TRANSPORTATION ENHANCEMENT PROGRAM FOR REIMBURSEMENT FUNDING FOR THE PROJECT.**

**WHEREAS**, the City of College Station, Texas, held a bond election in 2008; and the citizens approved a number of transportation projects, which included the University Drive Pedestrian Improvement Phase II Project; and

**WHEREAS**, the City Council understands improvements to University Drive are essential in providing safe pedestrian movements along and across University Drive to the Texas A&M University campus; and

**WHEREAS**, the City Council on May 24<sup>th</sup> approved the expenditure for a preliminary engineering report to include public engagement and preliminary engineering

**WHEREAS**, funds in the amount of \$7,055,000 are budgeted for the Phase II improvements and the amount of \$243,145.20 have been expended or committed to date, leaving a balance of \$6,811,854.81 for completion of the preliminary engineering report, easement acquisition, environmental clearance, design, and construction.

**BE IT RESOLVED** by the City Council of the City of College Station, Texas:

**PART 1:** That the City Council hereby endorses the University Drive Pedestrian Improvement Project Phase II application and in response to the 2012 Program call for candidate projects, of the Texas Transportation Enhancement Program for construction costs reimbursement funding for the Project.

**PART 2:** That the City Council hereby endorses the application to the TXDOT Transportation Enhancement Program for funding to reimburse the City of College Station for 80% of the construction costs of the Project if awarded.

**PART 3:** That the City Council hereby authorizes the City Manager or his designee to execute all documents related to the application for TXDOT Transportation Enhancement Program.

**PART 4:** 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



**Begin Project**

**End Project**

**University Drive Pedestrian Improvement Project**  
**College Main to Bizzell Street**  
**Construction Cost Estimate**  
**October 16, 2012**

Item #	Description	Unit	Quantity	Unit Cost	Total
<b>Site Preparation</b>					
1	Mobilization	LS	1	250,000.00	250,000
2	Traffic Control	LS	6	20,000.00	120,000
Site Preparation Subtotal					\$370,000
<b>Paving Construction</b>					
3	Remove Exist Pavement	SY	3,590	7.00	25,130
4	Mill 2.5" asphalt pavement	SY	20,250	2.50	50,625
5	Stone matrix asphalt surface	TON	2,910	118.00	343,380
6	Asphalt level up course	TON	1,500	85.00	127,500
7	Concrete curb and gutter	LF	6,080	15.00	91,200
8	Curb ramps	EA	16	1,200.00	19,200
9	Median pavers	SY	12,670	55.00	696,850
10	Sidewalks	SF	30,800	5.00	154,000
11	Seeding	SY	2,150	2.50	5,375
12	Embankment	CY	1,500	12.00	18,000
13	4" White Pavement Marking (Broken)	LF	7,330	0.65	4,765
14	8" White Pavement Marking	LF	1,610	1.00	1,610
15	12" White Pavement Marking	LF	2,530	8.00	20,240
16	24" White Pavement Marking	LF	605	9.00	5,445
17	White Arrow	EA	16	80.00	1,280
18	White Only	EA	16	110.00	1,760
19	Pavement Sealer 4"	LF	7,330	0.25	1,833
20	Pavement Sealer 8"	LF	1,610	0.34	547
21	Pavement Sealer 12"	LF	2,530	1.00	2,530
22	Pavement Sealer 24"	LF	605	2.10	1,271
23	Pavement Sealer Arrow	EA	16	36.00	576
24	Pavement Sealer Only	EA	16	50.00	800
25	Pavement Surface Prep 4"	LF	7,330	0.31	2,272
26	Pavement Surface Prep 8"	LF	1,610	0.46	741
27	Pavement Surface Prep 12"	LF	2,530	0.65	1,645
28	Pavement Surface Prep 24"	LF	605	1.00	605
29	Pavement Surface Prep Arrow	EA	16	22.00	352
30	Pavement Surface Prep Only	EA	16	28.00	448
Paving Construction Subtotal					\$1,579,978
<b>Traffic Signal Construction</b>					
31	Remove mast arm pole	EA	15	4,000.00	60,000
32	Remove pedestrian signal pole	EA	8	1,000.00	8,000
33	Mast arm pole (48') with luminaire	EA	8	10,000.00	80,000
34	Drilled shaft (36")	LF	96	270.00	25,920
35	Mast arm pole (24')	EA	7	7,500.00	52,500
36	Drilled shaft (30")	LF	70	220.00	15,400

37	Pedestrian signal pole assembly	EA	8	1,200.00	9,600
38	Drilled shaft (18")	LF	32	60.00	1,920
39	Back plate (3 sec)	EA	29	70.00	2,030
40	Back plate (4 sec)	EA	4	75.00	300
41	Back plate (5 sec)	EA	3	80.00	240
42	Vehicle signal section	EA	118	280.00	33,040
43	Traffic signal cable (7 condr)	LF	3,960	2.50	9,900
44	Ground box	EA	16	700.00	11,200
45	Radar detector	EA	16	1,700.00	27,200
46	4" Sch 40 PVC conduit	LF	2,640	12.00	31,680
Traffic Signal Construction Subtotal					\$368,930
47	Erosion Control Plan & Sedimentation Control	LS	1	8,000.00	8,000
Erosion Control Subtotal					\$8,000
<b>Total Construction Cost</b>					<b>\$2,326,908</b>
<b>Contingency (20%)</b>					<b>\$465,382</b>
<b>Engineering (10%)</b>					<b>\$232,691</b>
<b>Total Cost</b>					<b>\$3,024,981</b>

Assumptions:

- 1 All traffic signal equipment will be replaced.
- 2 Median treatment will be consistent with Phase I.
- 3 Unit costs obtained from Phase I bid prices.



# Texas Department of Transportation

DEWITT C. GREER STATE HIGHWAY BLDG. • 125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8585

September 14, 2012

## Transportation Enhancement Program 2012 Program Call

To All Interested Parties:

The purpose of this correspondence is to announce the 2012 Program Call for candidate projects for the Transportation Enhancement Program. Federal funding provides a mechanism for accomplishing non-traditional transportation related activities that have a relationship to the surface transportation system.

The program call for the submission of candidate enhancement projects will begin on September 14, 2012 and will end at 5:00 p.m. on November 16, 2012. Nomination forms and information regarding the 2012 Program Call is available on the Texas Department of Transportation (TxDOT) website at: [www.txdot.gov](http://www.txdot.gov) – Keyword: Transportation Enhancement.

Local TxDOT district staff is available to discuss program information and project nominations. Representatives from government entities that desire to nominate a project should contact their local TxDOT district staff to discuss their project nominations as soon as possible. Enclosed is a TxDOT district map and list of all district enhancement contacts.

Your interest in the Transportation Enhancement Program is appreciated.

Sincerely,

Mark A. Marek, P.E.  
Director, Design Division

Enclosure

### THE TEXAS PLAN

REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY  
PRESERVE THE VALUE OF TRANSPORTATION ASSETS

An Equal Opportunity Employer



## Transportation Enhancement Program

[Home](#) > [Government](#) > [Programs](#)

TxDOT is now accepting nominations for projects for the 2012 Transportation Enhancement Program.

The deadline for submission is Nov. 16, 2012.

TxDOT administers the federally funded program, which provides opportunities for non-traditional transportation activities. Projects should go above and beyond standard transportation activities and be integrated into the environment in a sensitive and creative manner that contributes to the livelihood of the communities, protects our environment, and enhances the aesthetics of our roadways. Projects undertaken with enhancement reimbursement of up to 80 percent of allowable costs.

To be eligible for consideration, all projects must demonstrate a relationship to the surface transportation following 12 categories:

- Category 1: Provision of Facilities for Pedestrians and Bicycles
- Category 2: Provision of Safety and Education Activities for Pedestrians and Bicycles
- Category 3: Acquisition of Scenic Easements and Scenic or Historic Properties
- Category 4: Scenic or Historic Highway Programs (including the provision of tourist and welcome centers)
- Category 5: Landscaping or Other Beautification
- Category 6: Historic Preservation
- Category 7: Rehabilitation and Operation of Historic Transportation Buildings, Structures, or Facilities
- Category 8: Preservation of Abandoned Railway Corridors, including Conversion and Use for Pedestrians
- Category 9: Control and Removal of Outdoor Advertising
- Category 10: Archaeological Planning and Research
- Category 11: Environmental mitigation to address water pollution due to highway runoff and to reduce and maintain habitat connectivity
- Category 12: Establishment of Transportation Museums

### Title

[Program Guide](#)

[District Contacts](#)

[Nomination Form](#)

**November 8, 2012**  
**Consent Agenda Item No. 2f**  
**Addendum to Contract 12-258 Between the College Station Fire Department and  
the TAMU Applied Exercise Science Laboratory to Provide Fit Life Assessments for  
Police Department Employees**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Presentation, possible action, and discussion on an Addendum to Contract #12-258 between the College Station Fire Department and the TAMU Applied Exercise Science Laboratory to include physical fitness assessments on Police Department employees as well as Fire Department employees.

**Relationship to Strategic Goals:** Core Services and Infrastructure

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

**Summary:** Being physically fit enough to perform the job is an important aspect for Police Officers, Detention Officers, and Firefighters. In an effort to promote physical fitness and provide employees the information they need to best promote their health and physical fitness, the College Station Fire and Police Departments annually provide physical fitness assessments to their employees. These assessments provide the employees with a detailed report of their current health levels and provide suggestions on how to improve their physical fitness.

These assessments have proven beneficial on numerous occasions in the past when health risks have been identified that employees did not previously know existed. Employees can be offered complete or partial assessments as well as have blood work done for analysis. The price per employee depends upon which assessment they have done.

The Texas A&M University Applied Exercise Science Laboratory is qualified and sufficiently staffed to provide these screenings and the associated reports expeditiously. The College Station Fire Department entered into a \$45,875 contract with the TAMU Applied Exercise Science Laboratory on June 14, 2012 to assess Fire Department employees.

The Police Department would like to amend the current contract to include an amount not to exceed an additional \$20,000 in order to pay for assessments for approximately 100 Police Department employees.

**Budget & Financial Summary:** The total amount of the amended contract will be for an amount not to exceed \$65,875. The budgetary impact will only be split between the Police and Fire Department's budgets and will be determined by the number of assessments and the type of assessments that are completed on each employee.

**Attachments:**

1. Amendment 1

**Amendment 1 to the  
Sponsored Services Agreement  
Dated June 14, 2012 with Contract No. 12-258 between  
City of College Station and Texas A&M University**

Texas A&M University ("TAMU") and City of College Station ("CITY") have entered into a Sponsored Services Agreement dated June 14, 2012 ("Agreement") with Contract No. 12-258; and TAMU and CITY wish to revise and amend the Agreement.

The parties mutually agree to revise and amend the Agreement in the following respects and none other:

**(1) Section 3. Period of Performance**

Delete in its entirety and replace with the following:

*TAMU will conduct the Services during the period of January 1, 2012 through February 28, 2013 and may be renewed by the written and mutual consent of the parties*

**(2) Section 4. Price and Payment**

Delete in its entirety and replace with the following:

*As consideration and compensation for performance under this Agreement the CITY agrees to pay TAMU an amount not to exceed **SIXTY-FIVE THOUSAND EIGHT HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS (\$65,875)**. CITY agrees to pay TAMU in accordance with the rates in Appendix A. CITY must remit payment to TAMU within 30 days of receipt of TAMU invoices. Invoices will be sent to the address listed in Article 17.*

**(3) Appendix A**

Revise the first sentence of the first paragraph to read as follows:

*The purpose of this document is to provide the City of College Station with a description of the various types of testing procedures offered by the Applied Exercise Science Laboratory.*

Except as provided herein, all terms and conditions of Agreement remain unchanged and in full force and effect. In witness thereof, the parties have executed this document on the day and year last specified below.

**TEXAS A&M UNIVERSITY**

By: Katherine V. Kissmann  
Katherine V. Kissmann  
Director of Contracts and Grants

Date 10-31-12

**CITY OF COLLEGE STATION**

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

**APPROVED:**

Adm C. Falo  
City Attorney  
Date 11-1-12

\_\_\_\_\_  
Executive Dir. Business Services  
Date \_\_\_\_\_

**November 8, 2012**  
**Regular Agenda Item No. 1**  
**Public Utility Easement Abandonment – 1351 Earl Rudder Freeway South**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning a 0.15 acre, 20-foot wide public utility easement, which is located on Lot 1R of Block 1 of the High Ridge Subdivision according to the plat recorded in Volume 5777, Page 5 of the Deed Records of Brazos County, Texas.

**Relationship to Council Strategic Initiatives:** Core Services and Infrastructure and Diverse Growing Economy

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

**Summary:** This easement abandonment accommodates future development of the tract. There are no public utilities in the subject portion of easement to be abandoned.

The 0.15 acre, 20-foot wide public utility easement to be abandoned is located on Lot 1R of Block 1 of the High Ridge Subdivision according to the plat recorded in Volume 5777, Page 5 of the Deed Records of Brazos County, Texas.

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

**Attachments:**

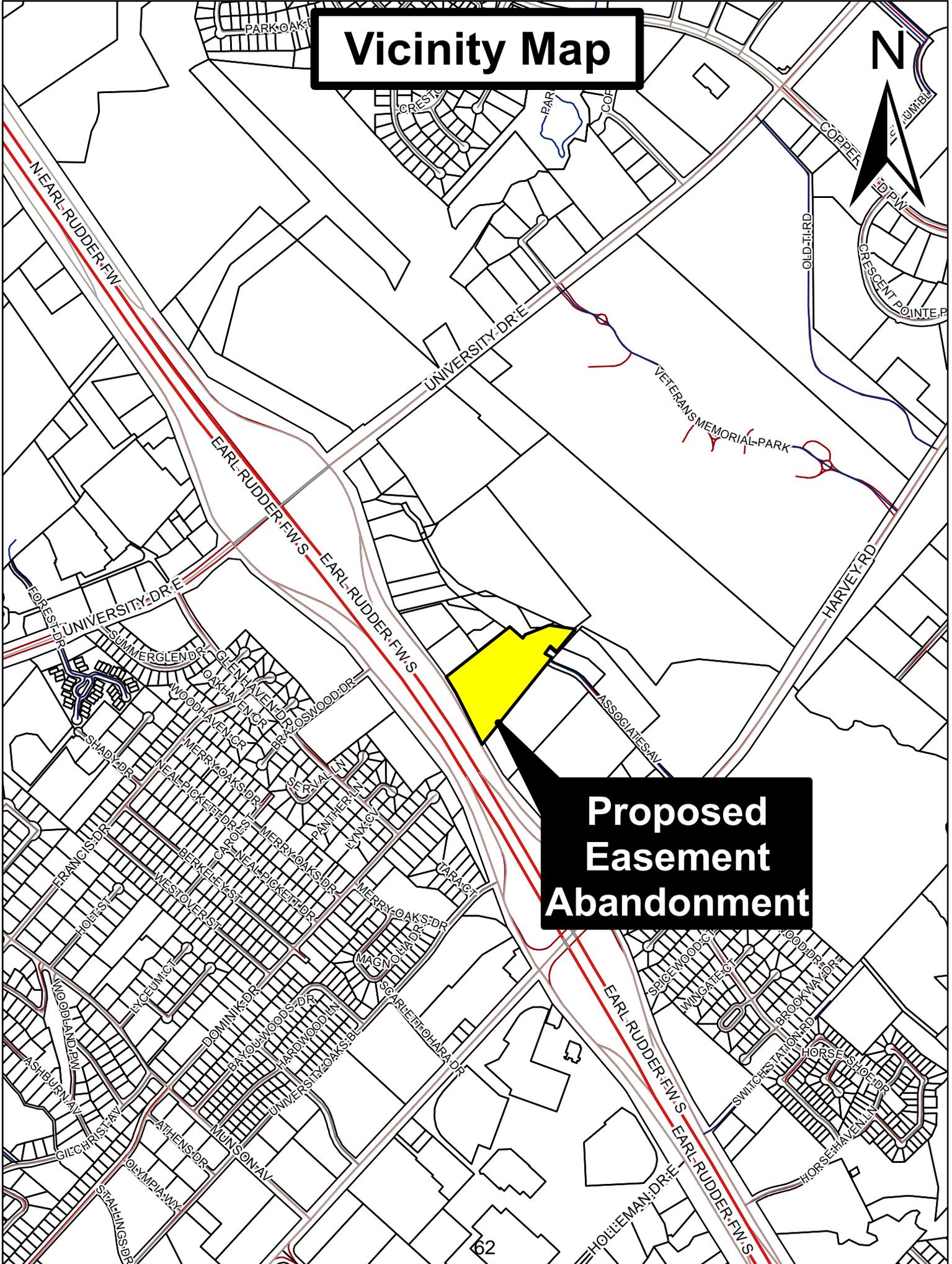
1. Attachment 1 - Vicinity Map
2. Attachment 2 - Location Map
3. Attachment 3 - Ordinance
4. Attachment 4 - Ordinance Exhibit "A"
5. Attachment 5 - Application for Abandonment (On file at the City Engineer's Office)

# Vicinity Map

N



**Proposed  
Easement  
Abandonment**



# Location Map



EARLRUDDERFWS

EARLRUDDERFWS

ASSOCIATES AV

LEOPARD CT

DOMINIK DR

**Proposed  
Easement  
Abandonment**

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

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.15 ACRE, 20-FOOT WIDE PUBLIC UTILITY EASEMENT, WHICH IS LOCATED ON LOT 1R OF BLOCK 1 OF THE HIGH RIDGE SUBDIVISION ACCORDING TO THE PLAT RECORDED IN VOLUME 5777, PAGE 5 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 0.15 acre, 20-foot wide public utility easement, which is located on Lot 1R of Block 1 of the High Ridge Subdivision according to the plat recorded in Volume 5777, Page 5 of the Deed Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (such portions collectively hereinafter referred to as the "Easement"); and

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

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Easement 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 Easement described above and in Exhibit "A" attached hereto be abandoned and vacated by the City.

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

Page 2

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 0.1534 ACRE TRACT  
RICHARD CARTER LEAGUE, A-8  
BRAZOS COUNTY, TEXAS**

Being an easement, twenty (20') feet wide and containing 0.1534 acres, out of the Richard Carter League, A-8, Brazos County, Texas, being located upon the called 11.34 acres Lot 1R, High Ridge Subdivision, a subdivision in the City of College Station, County of Brazos, State of Texas, according to A Replat of Lot 1, High Ridge Subdivision as recorded in Volume 5777, Page 5 of the Brazos County Official Records (B.C.O.R.), also being located upon the same called 11.34 acres tract owned by Majors Living Trust as recorded in Volume 9475, Page 112 of the B.C.O.R., the 0.1534 acres easement being more particularly described as follows:

**COMMENCING** at a 'X' found chiseled into the surface of the concrete drive found for the west corner of the said Majors Living Trust Lot 1R, also being the south corner of the called 2.537 acres Lot 2A, Block 1, Replat of Lot 2, Block 1, High Ridge Subdivision, a subdivision in the City of College Station, County of Brazos, State of Texas, according to the plat thereof, as recorded in Volume 7310, Page 107 of the B.C.O.R., said 2.537 acres Lot 2A being owned by Ashtex Inc as recorded in Volume 8148, Page 81 of the B.C.O.R., also being a point located along the northwest right-of-way line of State Highway No. 6 South, also know as Earl Rudder Freeway South, a variable width right-of-way;

**THENCE** along the common line between the said Majors Living Trust Lot 1R, and the said Ashtex Inc Lot 2A, North 53°50'58" East, a distance of 124.30 feet to a point along the said common line between the said Majors Living Trust Lot 1R, and the said Ashtex Lot 2A;

**THENCE** crossing the said Major Living Trust Lot 1R, South 33°57'22" East, a distance of 20.74 feet to the **PLACE OF BEGINNING** of this easement, also being a west corner of this easement, also being a point located within the boundary of the said Majors Living Trust Lot 1R;

**THENCE** crossing the said Majors Living Trust Lot 1R the following calls and distances:

North 51°46'58" East, a distance of 20.05 feet to a north exterior corner of this easement;

South 33°57'22" East, a distance of 21.30 feet to a north interior corner of this easement;

North 52°01'25" East, a distance of 45.22 feet to a north exterior corner of this easement;

South 37°58'35" East, a distance of 20.00 feet to an east exterior corner of this easement;

South 52°01'25" West, a distance of 46.62 feet to an east interior corner of this easement;

South 33°57'22" East, a distance of 71.24 feet to a north interior corner of this easement;

North 58°34'34" East, a distance of 25.42 feet to a north exterior corner of this easement;

South 29°34'01" East, a distance of 20.01 feet to an east exterior corner of this easement;

South 58°34'34" West, a distance of 26.88 feet to an east interior corner of this easement;

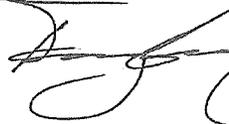
South 04°03'05" East, a distance of 136.06 feet to an east exterior corner of this easement;

South 85°56'55" West, a distance of 20.00 feet to the south corner of this easement;

North 04°03'05" West, a distance of 136.71 feet to an angle point of this easement;

North 33°57'22" West, a distance of 120.45 feet to the **PLACE OF BEGINNING** containing 0.1534 acres.

The basis of this survey is iron rods and an 'X' chiseled into concrete found along the right-of-way of State Highway No. 6 South (Earl Rudder Freeway South) as recorded in Volume 5777, Page 5 of the Brazos County Official Records.



Dante Carlomagno  
Texas Registered Professional  
Land Surveyor No. 1562  
12046-esmt-abandon.doc  
07/18/2012

10-185  
8-28-18  
JW  
SD

LINE	DISTANCE	BEARING
L1	30.74'	S. 35°57'22" E
L2	20.05'	N. 31°46'58" E
L3	41.30'	S. 32°37'22" E
L4	45.22'	N. 52°01'25" E
L5	20.00'	S. 37°58'35" E
L6	45.62'	S. 52°01'25" W
L7	71.24'	S. 33°57'22" E
L8	25.42'	N. 55°34'34" E
L9	20.01'	S. 29°34'01" E
L10	48.88'	S. 55°34'34" W
L11	20.00'	S. 55°56'55" W



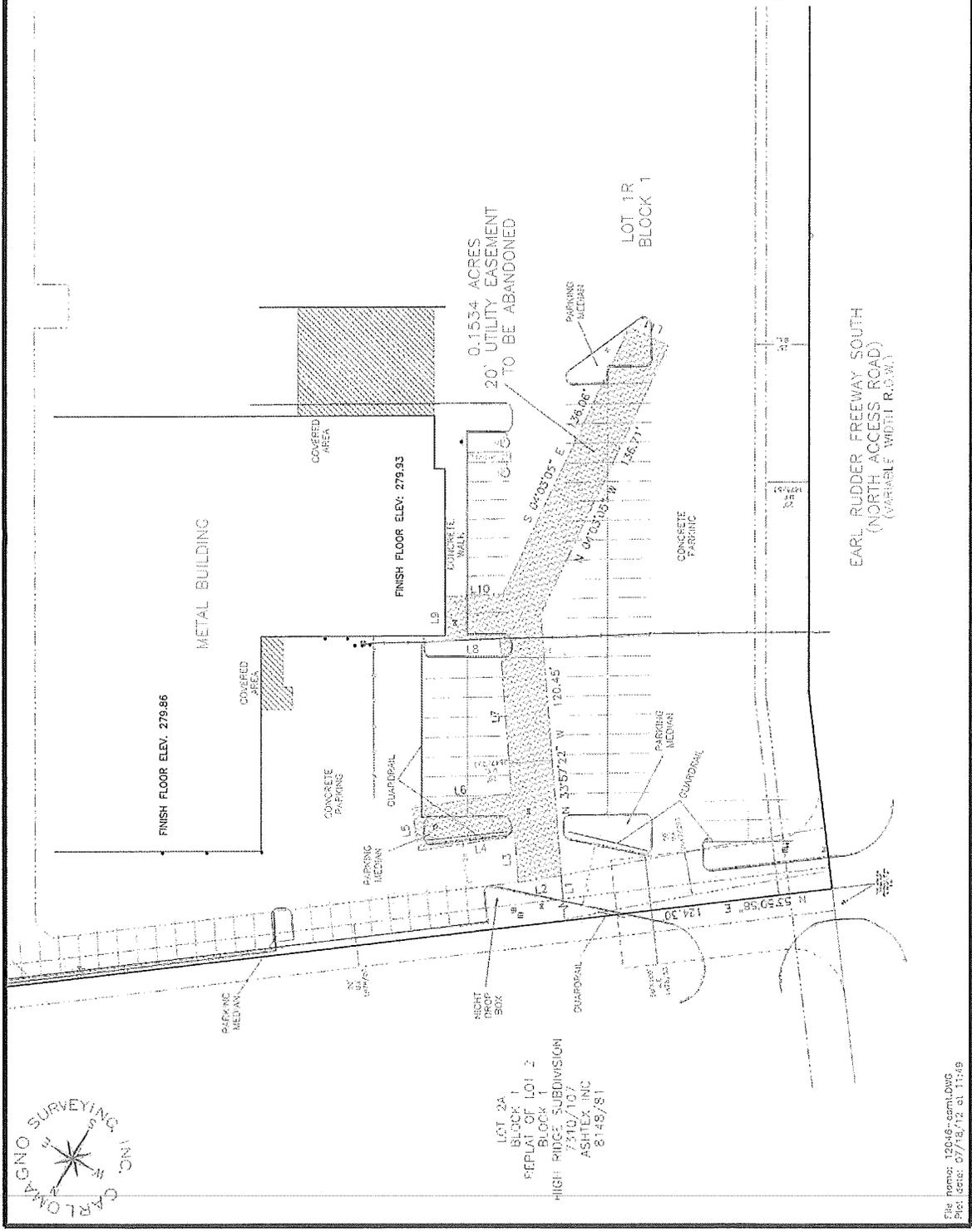
Survey Notes:  
1. This instrument was approved by the State of Texas on 10/11/18.  
2. The instrument was approved by the State of Texas on 10/11/18.  
3. The instrument was approved by the State of Texas on 10/11/18.  
4. The instrument was approved by the State of Texas on 10/11/18.  
5. The instrument was approved by the State of Texas on 10/11/18.  
6. The instrument was approved by the State of Texas on 10/11/18.  
7. The instrument was approved by the State of Texas on 10/11/18.  
8. The instrument was approved by the State of Texas on 10/11/18.  
9. The instrument was approved by the State of Texas on 10/11/18.  
10. The instrument was approved by the State of Texas on 10/11/18.

**SURVEY LEGEND**

- 1. ...
- 2. ...
- 3. ...
- 4. ...
- 5. ...
- 6. ...
- 7. ...
- 8. ...
- 9. ...
- 10. ...
- 11. ...
- 12. ...
- 13. ...
- 14. ...
- 15. ...
- 16. ...
- 17. ...
- 18. ...
- 19. ...
- 20. ...
- 21. ...
- 22. ...
- 23. ...
- 24. ...
- 25. ...
- 26. ...
- 27. ...
- 28. ...
- 29. ...
- 30. ...
- 31. ...
- 32. ...
- 33. ...
- 34. ...
- 35. ...
- 36. ...
- 37. ...
- 38. ...
- 39. ...
- 40. ...
- 41. ...
- 42. ...
- 43. ...
- 44. ...
- 45. ...
- 46. ...
- 47. ...
- 48. ...
- 49. ...
- 50. ...
- 51. ...
- 52. ...
- 53. ...
- 54. ...
- 55. ...
- 56. ...
- 57. ...
- 58. ...
- 59. ...
- 60. ...
- 61. ...
- 62. ...
- 63. ...
- 64. ...
- 65. ...
- 66. ...
- 67. ...
- 68. ...
- 69. ...
- 70. ...
- 71. ...
- 72. ...
- 73. ...
- 74. ...
- 75. ...
- 76. ...
- 77. ...
- 78. ...
- 79. ...
- 80. ...
- 81. ...
- 82. ...
- 83. ...
- 84. ...
- 85. ...
- 86. ...
- 87. ...
- 88. ...
- 89. ...
- 90. ...
- 91. ...
- 92. ...
- 93. ...
- 94. ...
- 95. ...
- 96. ...
- 97. ...
- 98. ...
- 99. ...
- 100. ...

EASEMENT ABANDONMENT  
0.1534 ACRES  
20' UTILITY EASEMENT  
LOCATED UPON LOT 1R,  
A REPLAT OF LOT 1,  
HIGH RIDGE SUBDIVISION  
RICHARD CARTER LEAGUE, A-3  
CITY OF COLLEGE STATION  
BRAZOS COUNTY, TEXAS

APPROVED FOR THE CITY OF COLLEGE STATION, TEXAS  
BY THE CITY ENGINEER  
DATE: 10/11/18  
FILE NO. 12046-csml.dwg  
SHEET 1 OF 1



LOT 2A  
BLOCK 1  
REPLAT OF LOT 1  
BLOCK 1  
HIGH RIDGE SUBDIVISION  
ASHTEK, INC  
7/31/10/7  
8148/81

File name: 12046-csml.dwg  
Plot date: 07/18/18 at 11:49

**METES AND BOUNDS DESCRIPTION  
OF A 0.1534 ACRE TRACT  
RICHARD CARTER LEAGUE, A-8  
BRAZOS COUNTY, TEXAS**

Being an easement, twenty (20') feet wide and containing 0.1534 acres, out of the Richard Carter League, A-8, Brazos County, Texas, being located upon the called 11.34 acres Lot 1R, High Ridge Subdivision, a subdivision in the City of College Station, County of Brazos, State of Texas, according to A Replat of Lot 1, High Ridge Subdivision as recorded in Volume 5777, Page 5 of the Brazos County Official Records (B.C.O.R.), also being located upon the same called 11.34 acres tract owned by Majors Living Trust as recorded in Volume 9475, Page 112 of the B.C.O.R., the 0.1534 acres easement being more particularly described as follows:

**COMMENCING** at a 'X' found chiseled into the surface of the concrete drive found for the west corner of the said Majors Living Trust Lot 1R, also being the south corner of the called 2.537 acres Lot 2A, Block 1, Replat of Lot 2, Block 1, High Ridge Subdivision, a subdivision in the City of College Station, County of Brazos, State of Texas, according to the plat thereof, as recorded in Volume 7310, Page 107 of the B.C.O.R., said 2.537 acres Lot 2A being owned by Ashtex Inc as recorded in Volume 8148, Page 81 of the B.C.O.R., also being a point located along the northwest right-of-way line of State Highway No. 6 South, also know as Earl Rudder Freeway South, a variable width right-of-way;

**THENCE** along the common line between the said Majors Living Trust Lot 1R, and the said Ashtex Inc Lot 2A, North 53°50'58" East, a distance of 124.30 feet to a point along the said common line between the said Majors Living Trust Lot 1R, and the said Ashtex Lot 2A;

**THENCE** crossing the said Major Living Trust Lot 1R, South 33°57'22" East, a distance of 20.74 feet to the **PLACE OF BEGINNING** of this easement, also being a west corner of this easement, also being a point located within the boundary of the said Majors Living Trust Lot 1R;

**THENCE** crossing the said Majors Living Trust Lot 1R the following calls and distances:

North 51°46'58" East, a distance of 20.05 feet to a north exterior corner of this easement;

South 33°57'22" East, a distance of 21.30 feet to a north interior corner of this easement;

North 52°01'25" East, a distance of 45.22 feet to a north exterior corner of this easement;

South 37°58'35" East, a distance of 20.00 feet to an east exterior corner of this easement;

South 52°01'25" West, a distance of 46.62 feet to an east interior corner of this easement;

South 33°57'22" East, a distance of 71.24 feet to a north interior corner of this easement;

North 58°34'34" East, a distance of 25.42 feet to a north exterior corner of this easement;

South 29°34'01" East, a distance of 20.01 feet to an east exterior corner of this easement;

South 58°34'34" West, a distance of 26.88 feet to an east interior corner of this easement;

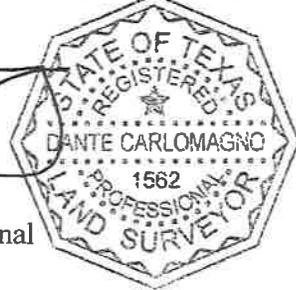
South 04°03'05" East, a distance of 136.06 feet to an east exterior corner of this easement;

South 85°56'55" West, a distance of 20.00 feet to the south corner of this easement;

North 04°03'05" West, a distance of 136.71 feet to an angle point of this easement;

North 33°57'22" West, a distance of 120.45 feet to the **PLACE OF BEGINNING** containing 0.1534 acres.

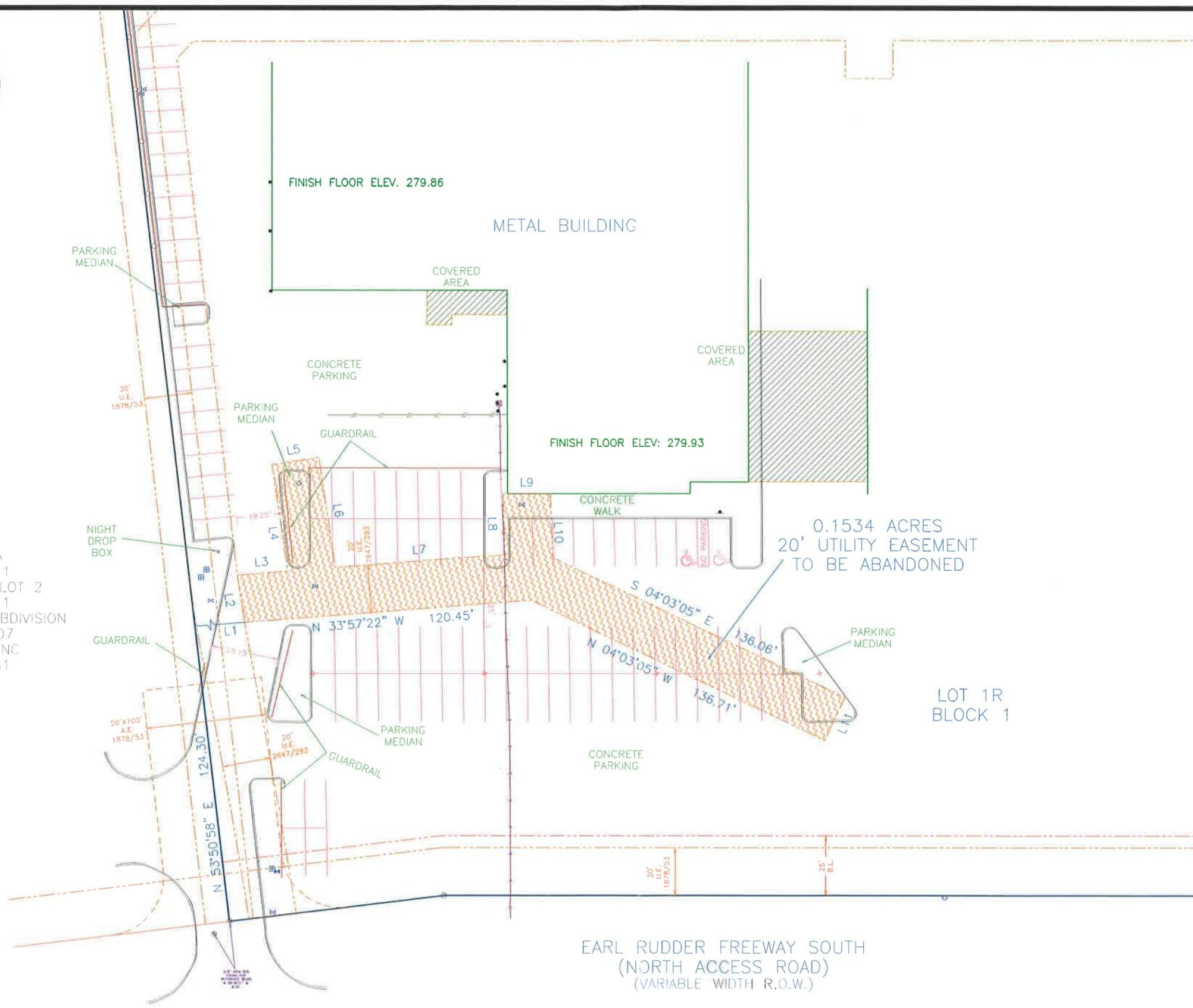
The basis of this survey is iron rods and an 'X' chiseled into concrete found along the right-of-way of State Highway No. 6 South (Earl Rudder Freeway South) as recorded in Volume 5777, Page 5 of the Brazos County Official Records.



Dante Carlomagno  
Texas Registered Professional  
Land Surveyor No. 1562  
12046-esmt-abandon.doc  
07/18/2012



LOT 2A  
BLOCK 1  
REPLAT OF LOT 2  
BLOCK 1  
HIGH RIDGE SUBDIVISION  
7310/107  
ASHTEX INC  
8148/81



LINE	DISTANCE	BEARING
L1	20.74'	S 33°57'22" E
L2	20.05'	N 51°46'58" E
L3	21.30'	S 33°57'22" E
L4	45.22'	N 52°01'25" E
L5	20.00'	S 37°58'35" E
L6	46.62'	S 52°01'25" W
L7	71.24'	S 33°57'22" E
L8	25.42'	N 58°34'34" E
L9	20.01'	S 29°34'01" E
L10	26.88'	S 58°34'34" W
L11	20.00'	S 85°56'55" W

STATE OF TEXAS  
COUNTY OF BRAZOS

I, Dante Carlomagno, Texas Registered Professional Land Surveyor No. 1562, do hereby certify that the above survey is a true and accurate representation of an actual on the ground survey made under my supervision and that there are no encroachments or overlaps unless otherwise shown, and that the notes and bounds describing said subdivision will describe a closed geometric form.

Dante Carlomagno  
Texas Registered Professional Land Surveyor

- Survey Notes
- 1) The bearings of this survey are referenced to iron rods and on "X" found chained into concrete, as recorded in Volume 5777, Page 5 of the B.C.O.R.
  - 2) All setbacks shall be in accordance with applicable City of College Station ordinances and regulations.
  - 3) No portion of said easement appears to be under the 100 year flood plain, as identified by the Federal Emergency Management Agency on Community Panel No. 4804100220E. Dated: May 16, 2012.
  - 4) Drawing Scale is 1"=20'
  - 5) Technician: J. Bailey, Field Crew: R. Rivera

SURVEY LEGEND

—	SUBJECT PROPERTY LINE	○	5/8" IRON ROD SET
—	ORIGINAL PROPERTY LINE	□	EASEMENT POINT
—	ELECTRICAL LINE	□	WATER METER
—	GAS LINE	□	WATER METER
—	CHAINAGE FENCE	□	FIRE HYDRANT
—	WOOD FENCE	□	ELECTRIC METER
—	BARBED FENCE	□	POWER POLE
—	ACCESS EASEMENT	□	LIGHT POLE
—	ORANGE EASEMENT	□	TRANSFORMER
—	ELECTRICAL EASEMENT	□	PIPELINE MARKER
—	INGRESS/EGRESS EASEMENT	□	GAS METER
—	RIGHT-OF-WAY EASEMENT	□	PROPOSED MARKER
—	SALE/RENTAL EASEMENT	□	SAFETY MARKER
—	UTILITY EASEMENT	□	STREET MARKER
—	ORANGE BUILDING LINE	□	CYCLIST
—	PLATED BUILDING LINE	□	SEWER MARK
—	RESTRICTION BUILDING LINE	□	TELEPHONE PROTECTAL
○	IRON ROD FOUND	□	"X" IN CONCRETE
○	IRON ROD FOUND	□	REFERENCE ROD FOUND

EASEMENT ABANDONMENT  
0.1534 ACRES  
20' UTILITY EASEMENT  
LOCATED UPON LOT 1R,  
A REPLAT OF LOT 1,  
HIGH RIDGE SUBDIVISION  
RICHARD CARTER LEAGUE, A-3  
CITY OF COLLEGE STATION  
BRAZOS COUNTY, TEXAS

ACRES: 0.1534 LOCATED ON LOT 1R, HIGH RIDGE SUBDIVISION, 5777/5  
BEING PORTION OF 20' U.E. IN 2647/293  
ALSO BEING LOCATED ON SAME TRACT IN 9475/112  
SURVEY RICHARD CARTER LEAGUE, A-3  
STREET ADDRESS 1351 EARL RUDDER FREEWAY SOUTH (STATE HIGHWAY NO 6)  
CITY: COLLEGE STATION COUNTY: BRAZOS  
SURVEYED FOR: URBAN CONSTRUCTORS

Carlomagno Surveying Inc.  
2714 Faircloth Road, Bryan, Texas 77801  
Phone 818-375-2873 Fax 818-375-4187 e-mail carlomagno@carlomagno.com

DRAWING NO. 12046-esmt.dwg  
SHEET 1 OF 1 July 18, 2012

File name: 12046-esmt.DWG  
Plot date: 07/18/12 at 11:49

12.183  
8.22.12  
J.W  
00

**November 8, 2012**  
**Regular Agenda Item No. 2**  
**3001 Earl Rudder Freeway South – Right-of-Way Abandonment**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning 1.03 acres of right-of-way; a 0.38 acre portion of which was conveyed via Right-of-Way Deed recorded in Volume 1162, Page 613 of the Official Records of Brazos County, Texas; and a 0.65 acre portion dedicated by plat, recorded in Volume 488 Pages 593 of the Official Records of Brazos County, Texas.

**Relationship to Strategic Initiatives:** Core Services and Infrastructure and Diverse Growing Economy

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

**Summary:** The proposed abandonment of a portion of Emerald Parkway Right-of-Way as presented in the ordinance proposes to vacate and abandon an unimproved 1.03 acre portion of ROW along property owned by Paesuerta, LP. Because of currently existing utilities within the existing right-of-way, the ordinance requires dedication of a public utility easement by separate instrument before abandonment may occur.

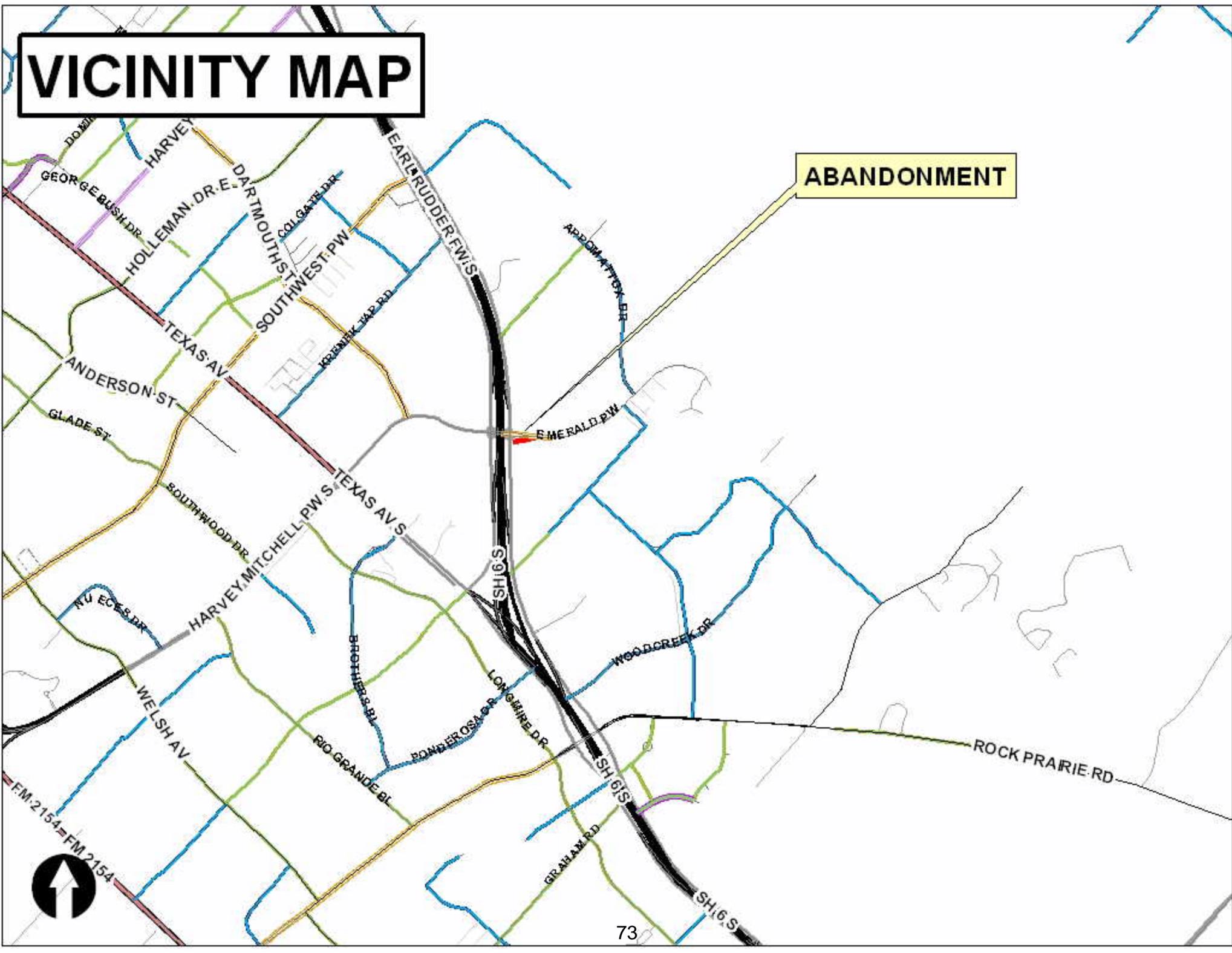
**Budget & Financial Summary:** N/A

**Attachments:**

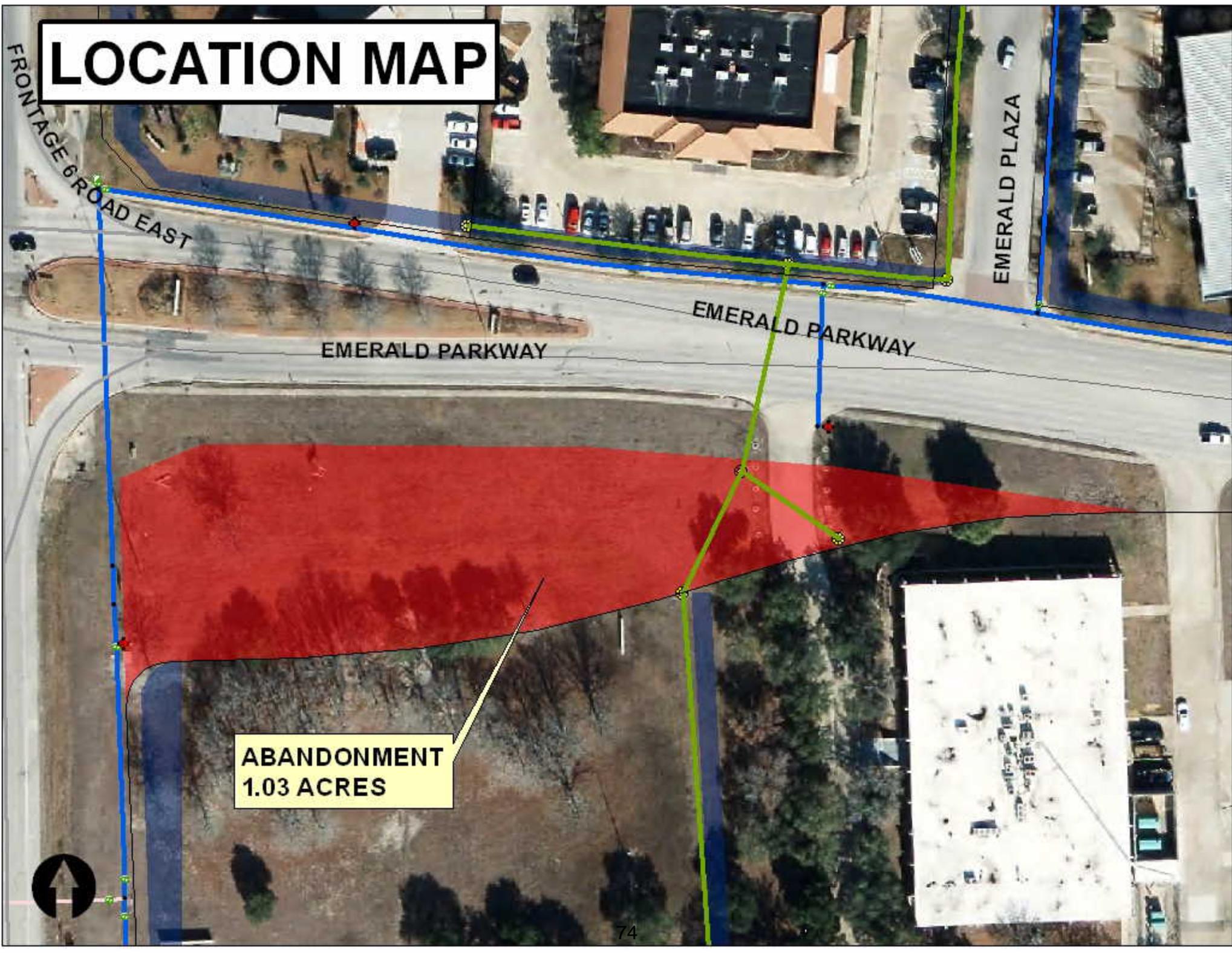
1. Attachment 1 - Vicinity Map
2. Attachment 2 - Location Map
3. Attachment 3 - Ordinance  
Ordinance Exhibit "A"  
Ordinance Exhibit "B"
4. Attachment 4 - Application for Abandonment (On file at the City Engineer's Office)

# VICINITY MAP

ABANDONMENT



# LOCATION MAP



**ABANDONMENT  
1.03 ACRES**

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

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING AN UNIMPROVED PORTION OF EMERALD PARKWAY RIGHT-OF-WAY 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 1.03 acre portion of unimproved Emerald Parkway right-of-way; a 0.38 acre portion of which was conveyed via Right-of-Way Deed recorded in Volume 1162, Page 613 of the Official Records of Brazos County, Texas; and a 0.65 acre portion dedicated by plat, recorded in Volume 488 Pages 593 of the Official Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (such portion hereinafter referred to as the "Right-of-Way"); and

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

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

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

1. Abandonment of the Right-of-Way will not result in property that does not have access to public roadways or utilities;
2. 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; and
5. Utility infrastructure exists within the Right-of-Way and the City has a continuing need for current as well as future public utilities to be located within the Right-of-Way, and said uses are expressly not abandoned herein in those geographic areas where a Public Utility Easement as substantially set forth in Exhibit "B" attached hereto has been properly executed and recorded.

PART 2: That the Right-of-Way of the portion of unimproved Emerald Parkway as described in Exhibit "A" be abandoned and vacated by the City under the terms and conditions as set forth in this ordinance.

PART 3: That this ordinance shall not be effective until the proper execution and filing in the deed records of Brazos County, Texas, of the Public Utility Easement in the form as substantially set forth in Exhibit "B" attached hereto and made a part hereof for all purposes.

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

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED:

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

Fieldnote Description to 1.03 Acres  
City of College Station  
Morgan Rector League, A-46  
Brazos County, Texas  
*Right of Way Release Tract*

# EXHIBIT A

Fieldnotes to all that certain lot, tract, or parcel of land situated in the City of College Station, Morgan Rector League, A-46, Brazos County, Texas, being 1.03 acres, more or less, and being comprised of approximately 0.65 acre of the Original Emerald Parkway Right of Way as shown on a Corrected Plat of Emerald Forrest, Phase One, filed July 16, 1981, and recorded in Volume 488, Page 593, Part of a called 300.00 acre tract as described in a deed executed January 18, 1978, from Land Part No. 1 to Allen Swoboda, Trustee, recorded in Volume 389, Page 407, part of a called 1.55 acre tract as described in a Correction Deed dated July 20, 2012, from Patsy Gayle Swoboda, Trustee to Paesuerta, LP, and recorded in Volume 10799, Page 26, and a portion of a Right of Way conveyed to the City of College Station by Haldec, Inc. of record in Volume 1162, Page 613, Deed Records, Brazos County, Texas, to which references are hereby made to for any and all purposes. Said tract described as follows, to wit:

BEGINNING at a ½" iron rod found in the intersection of the eastern right of way of State Highway 6 and the southern limit of Emerald Parkway at a western northwest corner of Lot 1 of the Agency Records Control, Inc. subdivision, of record in Volume 612, Page 589. Same being the southwestern corner of the original Emerald Parkway right of way, the southwest corner of said City of College Station Easement, and the southwestern corner of the aforesaid 1.55 acre tract;

THENCE NORTH 01°51'31" WEST, along the eastern right of way of State Highway 6 and crossing the old Emerald Parkway right of way, passing at 110.0 feet the northwestern corner of said original right of way, continuing a total distance of 131.46 feet to a point in said line for corner. Same being the western northwest corner of a utility easement described this same date and being thirty feet perpendicular to and southeasterly of an existing storm drain. Said point bears S01°51'31"E 45.34 feet from the back of curb of the existing Emerald Parkway;

THENCE NORTH 67°16'02" EAST 52.26 feet, generally thirty feet southeasterly of and parallel to said storm drain line, to a point for bend which is thirty feet southerly of the existing back of curb of the existing Emerald Parkway;

THENCE in an eastern direction, along a proposed right of way line and generally thirty feet southerly of the existing back of curb of the existing Emerald Parkway, as follows:

SOUTH 89°29'02" EAST 226.23 feet to a point for bend,

SOUTH 85°26'44" EAST, passing at 75.40 feet a northwestern corner of the aforesaid easement, passing at 95.62 feet a northeastern corner of said easement, continuing a total distance of 140.06 feet to a point for bend, and

SOUTH 81°44'28" EAST, passing at 98.26 feet an eastern corner of said easement, continuing a total distance of 181.37 feet to a point in the southern right of way of the original Emerald Parkway right of way and the northern line of the aforesaid Agency Records Control tract. Said point being the eastern corner of the aforementioned utility easement. From said point an iron rod found for a bend in said northern line bears S89°59'55"E 208.18 feet;

THENCE in a western direction, along the southern right of way of the original Emerald Parkway right of way, the northern line of said Agency Records Control tract, and the southern limit of said utility easement, as follows:

NORTH 89°59'55" WEST 17.88 feet to an iron rod found for the beginning of a curve to the left (the radius point bears S00°01'01"W 658.98 feet),

Along the arc of said curve (CA=16°31'01"; LC=S81°45'30"W 189.31 feet) at 189.97 feet a point for the end of said curve,

SOUTH 73°30'00" WEST 85.00 feet to an iron rod found for the beginning of a curve to the right (the radius point bears N16°30'02"W 808.38 feet),

Along the arc of said curve (CA=14°38'31"; LC=S80°49'14"W 206.02 feet) at 206.58 feet an iron rod found for the end of said curve,

SOUTH 88°08'29" WEST 75.01 feet (this line was used as the basis of bearings) to an iron rod found for the beginning of a curve to the left (the radius point bears S01°51'31"E 25.00 feet), and

Along the arc of said curve (CA=90°00'00"; LC=S43°08'29"W 35.36 feet) at 39.27 feet the Point of Beginning and containing 1.03 acres, more or less, as shown on the accompanying survey plat of even date herewith.

  
Kirk Raymond, R.P.L.S. 4957  
Goodwin-Lasiter, Inc.  
College Station, Texas  
July 24, 2012



# EXHIBIT B

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

## PUBLIC UTILITY EASEMENT

**DATE:** \_\_\_\_\_

**GRANTOR:** \_\_\_\_\_

**GRANTOR'S MAILING ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_ County  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**GRANTEE:** CITY OF COLLEGE STATION, TEXAS

**GRANTEE'S MAILING ADDRESS:** 1101 Texas Avenue  
Brazos County  
College Station, Texas 77842

**CONSIDERATION:** Ten Dollars (\$10.00) and other good and valuable consideration.

**PROPERTY:**

LEGAL WILL INSERT PROPERTY DESCRIPTION HERE

This conveyance shall grant the rights herein specified only as to that portion of the above-described Property more particularly described on the attached Exhibit "A" known as the "Easement Area," and any additional area outside the Easement Area necessary to install and attach equipment, guy wires, and anchors necessary and incident to the uses of the Easement Area 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;

upon, over, and across the said Property as described and any ways, streets, roads, or alleys 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 being understood and agreed that any and all equipment and facilities placed upon said Property shall remain the property of Grantee.

Grantor hereby expressly acknowledges that it is the owner of this property.

Grantor expressly subordinates all rights of surface use, incident to the mineral estate owned by Grantor, to the above-described uses of said surface by Grantee. Grantor will provide Grantee with the names and addresses of all lenders, if any, and agrees to lender's subordinations on behalf of Grantee, if any.

**RESERVATIONS AND RESTRICTIONS:**

(NONE or LEGAL WILL INSERT ACCEPTED EXCEPTIONS TO TITLE HERE)

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 (*himself, his heirs, executors and administrators*) (*herself, her heirs, executors and administrators*) (*themselves, theirs heirs, executors and administrators*) (*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.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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

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

THE STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_.

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

THE STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_,  
on behalf of said \_\_\_\_\_.

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

**PREPARED IN THE OFFICE OF:**

City of College Station  
Legal Department  
P.O. Box 9960  
College Station, TX 77842-9960

**AFTER RECORDING, RETURN TO:**

City of College Station  
Legal Department  
P.O. Box 9960  
College Station, TX 77842-9960

Fieldnote Description to 0.28 Acres  
City of College Station  
Morgan Rector League, A-46  
Brazos County, Texas  
*Utility Easement Tract*

Fieldnotes to that certain utility easement situated upon, over, and across a parcel of land situated in the City of College Station, Morgan Rector League, A-46, Brazos County, Texas, occupying 0.28 acres, more or less, and being situated on a part of the Original Emerald Parkway Right of Way as shown on a Corrected Plat of Emerald Forrest, Phase One, filed July 16, 1981, and recorded in Volume 488, Page 593, situated on a part of a called 300.00 acre tract as described in a deed executed January 18, 1978, from Land Part No. 1 to Allen Swoboda, Trustee, recorded in Volume 389, Page 407, situated on a part of a called 1.55 acre tract as described in a Correction Deed dated July 20, 2012, from Patsy Gayle Swoboda, Trustee to Paesuerta, LP and recorded in Volume 10799, Page 26, and situated on a portion of a Right of Way conveyed to the City of College Station by Haldec, Inc. of record in Volume 1162, Page 613, Deed Records, Brazos County, Texas, to which references are hereby made to for any and all purposes. Said easement described as follows, to wit:

BEGINNING at a ½" iron rod found in the intersection of the eastern right of way of State Highway 6 and the southern limit of the original Emerald Parkway at a western northwest corner of Lot 1 of the Agency Records Control, Inc. subdivision, of record in Volume 612, Page 589. Same being the southwestern corner of the original Emerald Parkway right of way, the southwest corner of said City of College Station Easement, the southwest corner of the referenced 1.55 acre tract, and the southwestern corner of a 1.03 acre right of way release tract described this same date;

THENCE NORTH 01°51'31" WEST, along the eastern right of way of State Highway 6 and crossing the old Emerald Parkway right of way, passing at 110.0 feet the northwestern corner of said original right of way, continuing a total distance of 131.46 feet to a point in said line for corner. Same being the western northwest corner of said right of way release tract and being thirty feet perpendicular to and southeasterly of an existing storm drain. Said point bears S01°51'31"E 45.34 feet from the back of curb of the existing Emerald Parkway;

THENCE NORTH 67°16'02" EAST 16.73 feet, generally thirty feet southeasterly of and parallel to said storm drain, across the referenced tract and in part with the southern limit of said right of way release tract, to a point for this western northeast corner;

THENCE across and within the aforesaid 1.55 acre tract, as follows:

SOUTH 01°51'31" EAST 97.42 feet to a point for bend,

NORTH 88°08'29" EAST 84.38 feet, fifteen feet parallel to and northerly of the southern limit of the original Emerald Parkway right of way, to a point for the beginning of a curve to the left (the radius point bears N01°51'31"W 793.38 feet),

Along the arc of said curve (CA=14°38'31"; LC=N80°49'14"E 202.20 feet) at an arc length of 202.75 feet a point for the end of said curve,

NORTH 73°30'00" EAST 19.19 feet to a point which is twenty feet northwesterly of the centerline of an existing sanitary sewer service,

NORTH 25°59'43" EAST 61.50 feet, parallel to said service line, to a point for bend,

NORTH 12°56'02" EAST 7.55 feet, continuing parallel to a sewer line, to a point for a northwestern corner. Same being in the northerly limit of the aforementioned 1.03 acre tract and from which a bend in said 1.03 acre tract bears N85°26'44"W 75.40 feet;

THENCE SOUTH 85°26'44" EAST 20.22 feet, along the northern limit of said 1.03 acre tract and generally thirty feet southerly of an existing back of curb line along the southern side of the existing Emerald Parkway, to a point for this northeastern corner. From said point a bend in the northern limit of said 1.03 acre tract bears S85°26'44"E 44.44 feet;

THENCE departing from said northern limit and continuing across and within the referenced tract, as follows:

SOUTH 12°56'02" WEST 4.92 feet, twenty feet easterly of and parallel to an existing sewer line, to a point for bend,

SOUTH 54°51'11" EAST 52.24 feet, twenty feet easterly of and parallel to an existing sewer service line, to a point in the arc of a curve to the right (the radius point bears S14°05'33"E 673.98 feet). Same being fifteen feet northerly of the southern limit of the original Emerald Parkway right of way,

Along the arc of said curve (CA=08°37'43"; LC=N80°13'18"E 101.40 feet) at an arc length of 101.50 feet a point in the northern limit of said 1.03 acre tract. From said point a bend in said northern limit bears N81°44'28"W 98.26 feet, and

SOUTH 81°44'28" EAST 83.11 feet to a point for this eastern corner and the eastern corner of said 1.03 acre tract in the southern limit of the original Emerald Parkway right of way. From said point an iron rod found for a bend in the northern line of the aforementioned Agency Records Control tract bears S89°59'55"E 208.18 feet;

THENCE in a western direction with said southern limit and the northern line of said Agency Records Control tract, as follows:

NORTH 89°59'55" WEST 17.88 feet to an iron rod found for the beginning of a curve to the left (the radius point bears (S00°01'01"W 658.98 feet),

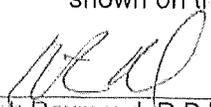
Along the arc of said curve (CA=16°31'01"; LC=S81°45'30"W 189.31 feet) at an arc length of 189.97 feet a point for the end of said curve,

SOUTH 73°30'00" WEST 85.00 feet to an iron rod found for the beginning of a curve to the right (the radius point bears N16°30'02"W 808.38 feet),

Along the arc of said curve (CA=14°38'31"; LC=S80°49'14"W 206.02 feet) at an arc length of 206.58 feet an iron rod found for the end of said curve,

SOUTH 88°08'29" WEST 75.01 feet (this line was used as the basis of bearings) to an iron rod found for the beginning of a curve to the left (the radius point bears S01°51'31"E 25.00 feet), and

Along the arc of said curve (CA=90°00'00"; LC=S43°08'29"W 35.36 feet) at an arc length of 39.27 feet the Point of Beginning. The herein described easement occupies 0.28 acres, more or less, as shown on the accompanying survey plat of even date herewith.

  
Kirk Raymond, R.P.L.S. 4957  
Goodwin-Lasiter, Inc.  
College Station, Texas  
July 24, 2012

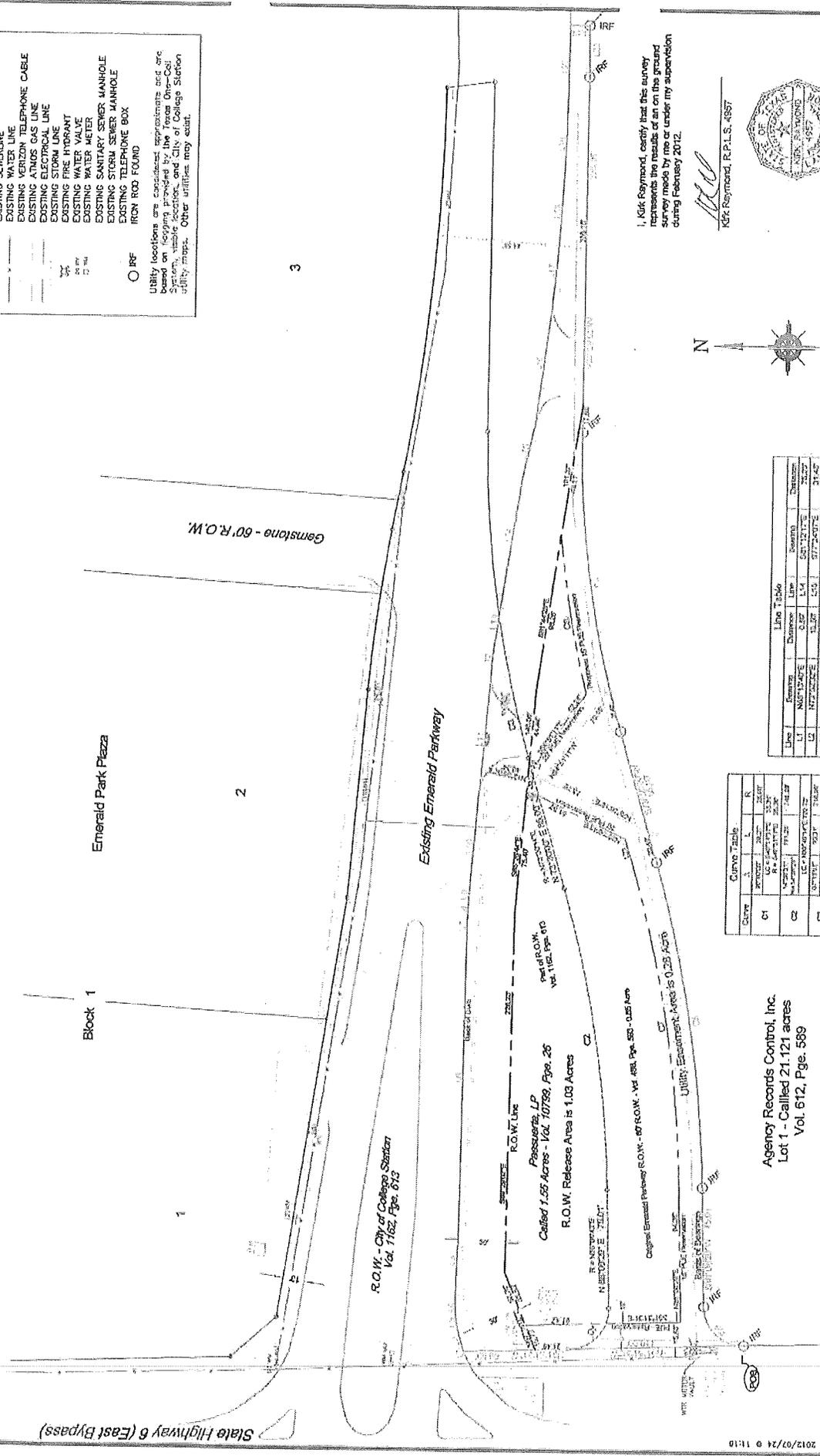


# City of College Station Morgan Rector League, A-46

**Legend**

- EXISTING SEWERLINE
- EXISTING WATER LINE
- EXISTING VERIZON TELEPHONE CABLE
- EXISTING ATMOS GAS LINE
- EXISTING ELECTRICAL LINE
- EXISTING STORM LINE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING WATER MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM SEWER MANHOLE
- EXISTING TELEPHONE BOX
- IRON ROD FOUND

Utility locations are indicated approximately and are based on existing records and field observations. Surveyed on 1/20/12 by Kirk Raymond, R.P.L.S. 4957, and City of College Station utility maps. Other utilities may exist.



**Curve Table**

Curve	A	L	R
C1	100.00'	20.00'	20.00'
C2	100.00'	20.00'	20.00'
C3	100.00'	20.00'	20.00'
C4	100.00'	20.00'	20.00'
C5	100.00'	20.00'	20.00'
C6	100.00'	20.00'	20.00'
C7	100.00'	20.00'	20.00'
C8	100.00'	20.00'	20.00'

**Line Table**

Line	Station	Distance	Station	Distance
L1	0+00	1.14	0+11.14	20.00'
L2	0+11.14	1.14	0+22.28	20.00'
L3	0+22.28	1.14	0+33.42	20.00'
L4	0+33.42	1.14	0+44.56	20.00'
L5	0+44.56	1.14	0+55.70	20.00'
L6	0+55.70	1.14	0+66.84	20.00'
L7	0+66.84	1.14	0+77.98	20.00'
L8	0+77.98	1.14	0+89.12	20.00'
L9	0+89.12	1.14	0+100.26	20.00'
L10	0+100.26	1.14	0+111.40	20.00'
L11	0+111.40	1.14	0+122.54	20.00'
L12	0+122.54	1.14	0+133.68	20.00'
L13	0+133.68	1.14	0+144.82	20.00'
L14	0+144.82	1.14	0+155.96	20.00'
L15	0+155.96	1.14	0+167.10	20.00'
L16	0+167.10	1.14	0+178.24	20.00'
L17	0+178.24	1.14	0+189.38	20.00'
L18	0+189.38	1.14	0+200.52	20.00'
L19	0+200.52	1.14	0+211.66	20.00'
L20	0+211.66	1.14	0+222.80	20.00'

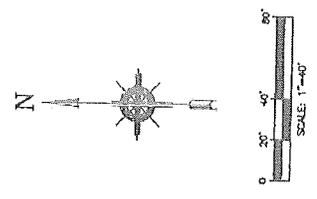
I, Kirk Raymond, certify that this survey represents the results of an on the ground survey conducted by me or under my supervision during February 2012.

Kirk Raymond, R.P.L.S. 4957



**G-L** GOODMAN LASTER INC.  
ENGINEERS, ARCHITECTS  
PLANNERS

Sketch of Proposed R.O.W. & Easement  
Reservations, City of College Station, Morgan Rector League, A-46, Brazos County, Texas



Agency Records Control, Inc.  
Lot 1 - Called 21.121 acres  
Vol. 612, Page 589

State Highway 6 (East Bypass)

Fieldnote Description to 1.03 Acres  
City of College Station  
Morgan Rector League, A-46  
Brazos County, Texas  
*Right of Way Release Tract*

Fieldnotes to all that certain lot, tract, or parcel of land situated in the City of College Station, Morgan Rector League, A-46, Brazos County, Texas, being 1.03 acres, more or less, and being comprised of approximately 0.65 acre of the Original Emerald Parkway Right of Way as shown on a Corrected Plat of Emerald Forrest, Phase One, filed July 16, 1981, and recorded in Volume 488, Page 593, Part of a called 300.00 acre tract as described in a deed executed January 18, 1978, from Land Part No. 1 to Allen Swoboda, Trustee, recorded in Volume 389, Page 407, part of a called 1.55 acre tract as described in a Correction Deed dated July 20, 2012, from Patsy Gayle Swoboda, Trustee to Paesuerta, LP, and recorded in Volume 10799, Page 26, and a portion of a Right of Way conveyed to the City of College Station by Haldec, Inc. of record in Volume 1162, Page 613, Deed Records, Brazos County, Texas, to which references are hereby made to for any and all purposes. Said tract described as follows, to wit:

BEGINNING at a ½" iron rod found in the intersection of the eastern right of way of State Highway 6 and the southern limit of Emerald Parkway at a western northwest corner of Lot 1 of the Agency Records Control, Inc. subdivision, of record in Volume 612, Page 589. Same being the southwestern corner of the original Emerald Parkway right of way, the southwest corner of said City of College Station Easement, and the southwestern corner of the aforesaid 1.55 acre tract;

THENCE NORTH 01°51'31" WEST, along the eastern right of way of State Highway 6 and crossing the old Emerald Parkway right of way, passing at 110.0 feet the northwestern corner of said original right of way, continuing a total distance of 131.46 feet to a point in said line for corner. Same being the western northwest corner of a utility easement described this same date and being thirty feet perpendicular to and southeasterly of an existing storm drain. Said point bears S01°51'31"E 45.34 feet from the back of curb of the existing Emerald Parkway;

THENCE NORTH 67°16'02" EAST 52.26 feet, generally thirty feet southeasterly of and parallel to said storm drain line, to a point for bend which is thirty feet southerly of the existing back of curb of the existing Emerald Parkway;

THENCE in an eastern direction, along a proposed right of way line and generally thirty feet southerly of the existing back of curb of the existing Emerald Parkway, as follows:

SOUTH 89°29'02" EAST 226.23 feet to a point for bend,

SOUTH 85°26'44" EAST, passing at 75.40 feet a northwestern corner of the aforesaid easement, passing at 95.62 feet a northeastern corner of said easement, continuing a total distance of 140.06 feet to a point for bend, and

SOUTH 81°44'28" EAST, passing at 98.26 feet an eastern corner of said easement, continuing a total distance of 181.37 feet to a point in the southern right of way of the original Emerald Parkway right of way and the northern line of the aforesaid Agency Records Control tract. Said point being the eastern corner of the aforementioned utility easement. From said point an iron rod found for a bend in said northern line bears S89°59'55"E 208.18 feet;

THENCE in a western direction, along the southern right of way of the original Emerald Parkway right of way, the northern line of said Agency Records Control tract, and the southern limit of said utility easement, as follows:

NORTH 89°59'55" WEST 17.88 feet to an iron rod found for the beginning of a curve to the left (the radius point bears S00°01'01"W 658.98 feet),

Along the arc of said curve (CA=16°31'01"; LC=S81°45'30"W 189.31 feet) at 189.97 feet a point for the end of said curve,

SOUTH 73°30'00" WEST 85.00 feet to an iron rod found for the beginning of a curve to the right (the radius point bears N16°30'02"W 808.38 feet),

Along the arc of said curve (CA=14°38'31"; LC=S80°49'14"W 206.02 feet) at 206.58 feet an iron rod found for the end of said curve,

SOUTH 88°08'29" WEST 75.01 feet (this line was used as the basis of bearings) to an iron rod found for the beginning of a curve to the left (the radius point bears S01°51'31"E 25.00 feet), and

Along the arc of said curve (CA=90°00'00"; LC=S43°08'29"W 35.36 feet) at 39.27 feet the Point of Beginning and containing 1.03 acres, more or less, as shown on the accompanying survey plat of even date herewith.

  
Kirk Raymond, R.P.L.S. 4957  
Goodwin-Lasiter, Inc.  
College Station, Texas  
July 24, 2012



Fieldnote Description to 0.28 Acres  
City of College Station  
Morgan Rector League, A-46  
Brazos County, Texas  
*Utility Easement Tract*

Fieldnotes to that certain utility easement situated upon, over, and across a parcel of land situated in the City of College Station, Morgan Rector League, A-46, Brazos County, Texas, occupying 0.28 acres, more or less, and being situated on a part of the Original Emerald Parkway Right of Way as shown on a Corrected Plat of Emerald Forrest, Phase One, filed July 16, 1981, and recorded in Volume 488, Page 593, situated on a part of a called 300.00 acre tract as described in a deed executed January 18, 1978, from Land Part No. 1 to Allen Swoboda, Trustee, recorded in Volume 389, Page 407, situated on a part of a called 1.55 acre tract as described in a Correction Deed dated July 20, 2012, from Patsy Gayle Swoboda, Trustee to Paesuerta, LP and recorded in Volume 10799, Page 26, and situated on a portion of a Right of Way conveyed to the City of College Station by Haldec, Inc. of record in Volume 1162, Page 613, Deed Records, Brazos County, Texas, to which references are hereby made to for any and all purposes. Said easement described as follows, to wit:

BEGINNING at a ½" iron rod found in the intersection of the eastern right of way of State Highway 6 and the southern limit of the original Emerald Parkway at a western northwest corner of Lot 1 of the Agency Records Control, Inc. subdivision, of record in Volume 612, Page 589. Same being the southwestern corner of the original Emerald Parkway right of way, the southwest corner of said City of College Station Easement, the southwest corner of the referenced 1.55 acre tract, and the southwestern corner of a 1.03 acre right of way release tract described this same date;

THENCE NORTH 01°51'31" WEST, along the eastern right of way of State Highway 6 and crossing the old Emerald Parkway right of way, passing at 110.0 feet the northwestern corner of said original right of way, continuing a total distance of 131.46 feet to a point in said line for corner. Same being the western northwest corner of said right of way release tract and being thirty feet perpendicular to and southeasterly of an existing storm drain. Said point bears S01°51'31"E 45.34 feet from the back of curb of the existing Emerald Parkway;

THENCE NORTH 67°16'02" EAST 16.73 feet, generally thirty feet southeasterly of and parallel to said storm drain, across the referenced tract and in part with the southern limit of said right of way release tract, to a point for this western northeast corner;

THENCE across and within the aforesaid 1.55 acre tract, as follows:

SOUTH 01°51'31" EAST 97.42 feet to a point for bend,

NORTH 88°08'29" EAST 84.38 feet, fifteen feet parallel to and northerly of the southern limit of the original Emerald Parkway right of way, to a point for the beginning of a curve to the left (the radius point bears N01°51'31"W 793.38 feet),

Along the arc of said curve (CA=14°38'31"; LC=N80°49'14"E 202.20 feet) at an arc length of 202.75 feet a point for the end of said curve,

NORTH 73°30'00" EAST 19.19 feet to a point which is twenty feet northwesterly of the centerline of an existing sanitary sewer service,

NORTH 25°59'43" EAST 61.50 feet, parallel to said service line, to a point for bend,

NORTH 12°56'02" EAST 7.55 feet, continuing parallel to a sewer line, to a point for a northwestern corner. Same being in the northerly limit of the aforementioned 1.03 acre tract and from which a bend in said 1.03 acre tract bears N85°26'44"W 75.40 feet;

THENCE SOUTH 85°26'44" EAST 20.22 feet, along the northern limit of said 1.03 acre tract and generally thirty feet southerly of an existing back of curb line along the southern side of the existing Emerald Parkway, to a point for this northeastern corner. From said point a bend in the northern limit of said 1.03 acre tract bears S85°26'44"E 44.44 feet;

THENCE departing from said northern limit and continuing across and within the referenced tract, as follows:

SOUTH 12°56'02" WEST 4.92 feet, twenty feet easterly of and parallel to an existing sewer line, to a point for bend,

SOUTH 54°51'11" EAST 52.24 feet, twenty feet easterly of and parallel to an existing sewer service line, to a point in the arc of a curve to the right (the radius point bears S14°05'33"E 673.98 feet). Same being fifteen feet northerly of the southern limit of the original Emerald Parkway right of way,

Along the arc of said curve (CA=08°37'43"; LC=N80°13'18"E 101.40 feet) at an arc length of 101.50 feet a point in the northern limit of said 1.03 acre tract. From said point a bend in said northern limit bears N81°44'28"W 98.26 feet, and

SOUTH 81°44'28" EAST 83.11 feet to a point for this eastern corner and the eastern corner of said 1.03 acre tract in the southern limit of the original Emerald Parkway right of way. From said point an iron rod found for a bend in the northern line of the aforementioned Agency Records Control tract bears S89°59'55"E 208.18 feet;

THENCE in a western direction with said southern limit and the northern line of said Agency Records Control tract, as follows:

NORTH 89°59'55" WEST 17.88 feet to an iron rod found for the beginning of a curve to the left (the radius point bears (S00°01'01"W 658.98 feet),

Along the arc of said curve (CA=16°31'01"; LC=S81°45'30"W 189.31 feet) at an arc length of 189.97 feet a point for the end of said curve,

SOUTH 73°30'00" WEST 85.00 feet to an iron rod found for the beginning of a curve to the right (the radius point bears N16°30'02"W 808.38 feet),

Along the arc of said curve (CA=14°38'31"; LC=S80°49'14"W 206.02 feet) at an arc length of 206.58 feet an iron rod found for the end of said curve,

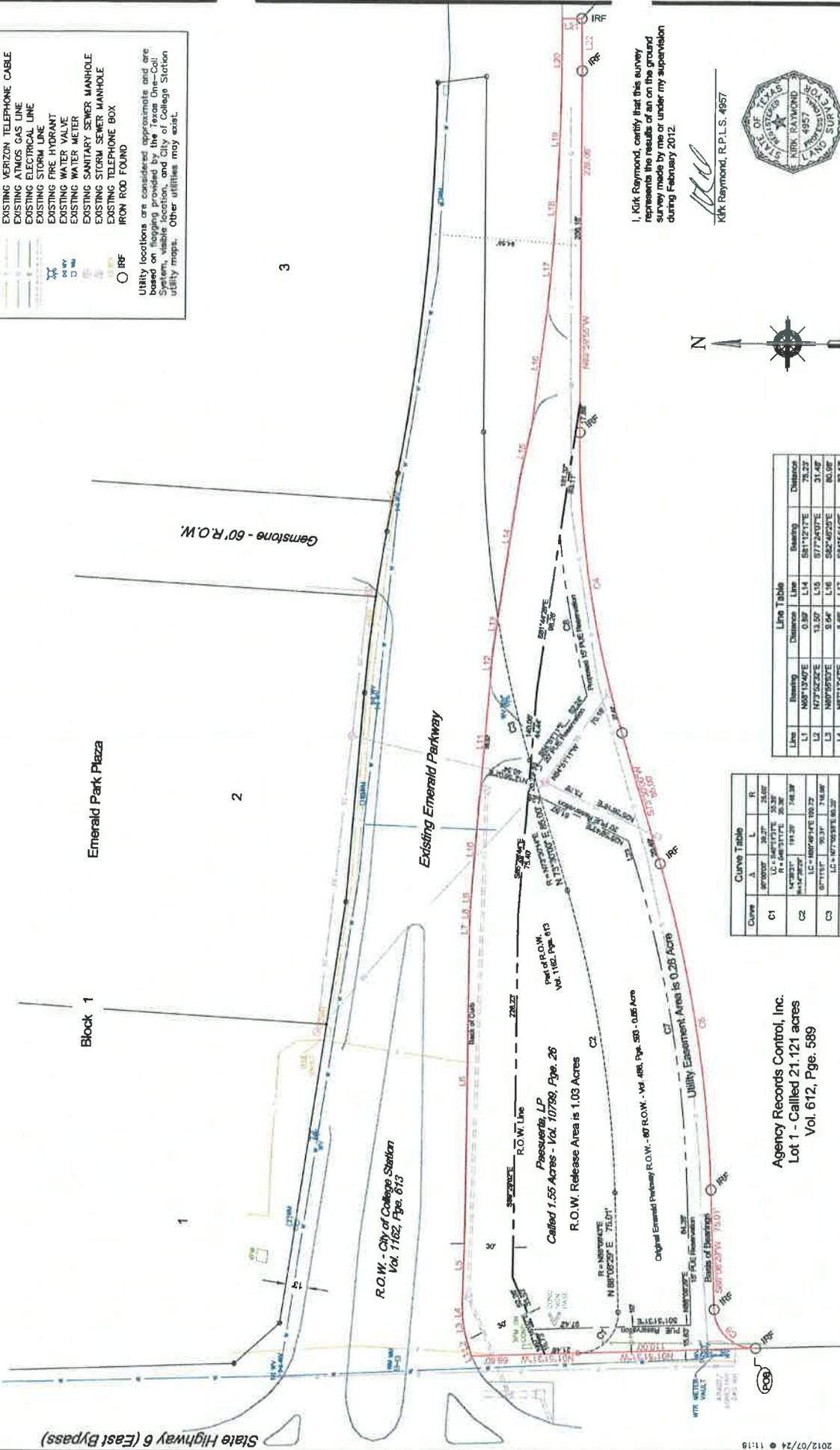
SOUTH 88°08'29" WEST 75.01 feet (this line was used as the basis of bearings) to an iron rod found for the beginning of a curve to the left (the radius point bears S01°51'31"E 25.00 feet), and

Along the arc of said curve (CA=90°00'00"; LC=S43°08'29"W 35.36 feet) at an arc length of 39.27 feet the Point of Beginning. The herein described easement occupies 0.28 acres, more or less, as shown on the accompanying survey plat of even date herewith.

  
Kirk Raymond, R.P.L.S. 4957  
Goodwin-Lasiter, Inc.  
College Station, Texas  
July 24, 2012



# City of College Station Morgan Rector League, A-46



**Legend**

- EXISTING SEWERLINE
- EXISTING WATER LINE
- EXISTING VERIZON TELEPHONE CABLE
- EXISTING AT&T GAS LINE
- EXISTING ELECTRICAL LINE
- EXISTING STORM LINE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM SEWER MANHOLE
- EXISTING TELEPHONE BOX
- IRON ROD FOUND

UTILITY locations are considered approximate and are based on utility maps, City of College Station utility maps, and other utility maps. Other utilities may exist.

I, Kirk Raymond, certify that this survey represents the results of an on the ground survey made by me or under my supervision during February 2012.

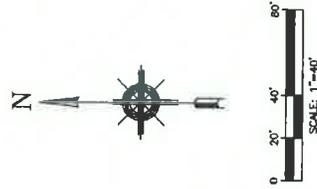
Kirk Raymond, R.P.L.S. 4857



**G-L** GOODMAN-LASITER INC.  
ENGINEERS - ARCHITECTS  
1111 W. UNIVERSITY BLVD., SUITE 1000  
COLLEGE STATION, TEXAS 77840  
TEL: 777-222-1111 FAX: 777-222-1112

7/25/12 ONE 1"=40'

Sketch of Proposed R.O.W. & Easement  
Reservations, City of College Station, Morgan Rector League, A-46, Brazos County, Texas



Line	Bearing	Distance	Line	Bearing	Distance
L1	N85°12'47"E	0.89	L14	S81°12'11"E	76.23
L2	N77°52'24"E	13.59	L15	S77°24'07"E	31.48
L3	N80°55'35"E	9.54	L16	S82°45'20"E	80.98
L4	N87°11'47"E	8.80	L17	S84°54'44"E	37.17
L5	S88°22'20"E	48.94	L18	S90°35'29"E	36.32
L6	S89°25'02"E	100.20	L19	S89°00'01"E	47.29
L7	S88°51'11"E	9.88	L20	S89°41'27"E	51.50
L8	S87°35'46"E	9.32	L21	S90°42'20"E	11.86
L9	S86°00'21"E	10.44	L22	S89°11'40"W	38.78
L10	S85°20'44"E	80.07	L23	N73°30'00"E	19.78
L11	S83°10'24"E	85.15	L24	N72°00'00"E	7.80
L12	S84°50'20"E	13.81	L25	S72°50'00"W	4.82
L13	S81°30'10"E	36.48			

Curve	A	L	R
C1	S89°00'00"E	36.27	24.88
C2	N73°30'00"E	19.78	33.28
C3	S72°50'00"W	4.82	26.28
C4	S89°41'27"E	51.50	748.28
C5	S87°35'46"E	9.32	33.09
C6	S86°00'21"E	10.44	38.78
C7	S85°20'44"E	80.07	202.29
C8	S84°50'20"E	13.81	81.28
	S81°30'10"E	36.48	101.48

Agency Records Control, Inc.  
Lot 1 - Called 21.121 acres  
Vol. 612, Page. 589

**November 8, 2012**  
**Regular Agenda Item No. 3**  
**Southside Area Neighborhood Plan Implementation**

**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," Article 5, "District Purpose Statement and Supplemental Standards," Article 7, "General Development Standards," and Article 8, "Subdivision Design and Improvements" of the Code of Ordinances of the City of College Station, Texas related to platting and replatting in older residential subdivisions not designated as Neighborhood Conservation in the City's Comprehensive Plan; and minimum parking requirements for new construction in the area described as Area V of the Southside Area Neighborhood Plan.

**Relationship to Strategic Initiatives:** Neighborhood Integrity

**Recommendation(s):** The Planning and Zoning Commission held a public hearing for this item at their October 18, 2012 meeting and recommended approval of the amendments (5-0).

**Summary:** Consistent with recommendations made in the Southside Area Neighborhood Plan, the proposed amendments increase the required number of parking spaces for new single-family construction within the area described as "Area V" of the Southside Area Neighborhood; limit the amount of front yard that can be used for parking within "Area V" of the Southside Area Neighborhood; allow for standard R-1 lot sizes in older areas not designated for conservation; and adjust setback requirements for new single-family construction in older areas not designated for conservation.

This item contains amendments to five sections of the Unified Development Ordinance:

- **Section 7.3.I "Number of Off-Street Parking Spaces Required"** -adds a single-family parking standard for properties within the area described as "Area V" in the Southside Area Neighborhood Plan that requires one parking spaces per bedroom with a minimum of two spaces and a maximum of four.
- **Section 7.3.C "Dimensions and Access"** -adds language to direct the location of parking for new single-family structures within the area described as "Area V" in the Southside Area Neighborhood Plan. This section is also proposed to be reorganized for ease of use by consolidated portions of the ordinance directly applicable to single-family parking.
- The proposed amendment to **Section 8.2.H.2 "Platting and Replatting within Older Residential Subdivisions"** to limit the applicability of the ordinance to properties designated as Neighborhood Conservation on the Future Land Use and Character Map that were also platted prior to July 15, 1970.
- **Section 5.2.H "Residential Dimensional Standards"** -adds additional language that limits the application of the setback requirement to properties designated as Neighborhood Conservation on the Comprehensive Plan Future Land Use and Character Map.

- **Section 7.2.D.1.e “Required Yards (Setback)”** -adds language that limits the application of the setback requirement to properties designated as Neighborhood Conservation on the Comprehensive Plan Future Land Use and Character Map.

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

**Attachments:**

1. Draft Planning & Zoning Commission Meeting Minutes – October 18, 2012
2. Ordinance

**MINUTES**  
**PLANNING & ZONING COMMISSION**  
**Regular Meeting**  
**October 18, 2012, 7:00 p.m.**  
**City Hall Council Chambers**  
**College Station, Texas**

---

**COMMISSIONERS PRESENT:** Mike Ashfield, Craig Hall, Jim Ross, Jerome Rektorik, and Jodi Warner

**COMMISSIONERS ABSENT:** Bo Miles and James Benham

**CITY COUNCIL MEMBERS PRESENT:** Julie Schultz

**CITY STAFF PRESENT:** Bob Cowell, Lance Simms, Carol Cotter, Jennifer Prochazka, Jason Schubert, Lauren Hovde, Morgan Hester, Erika Bridges, Joe Guerra, Adam Falco, Jordan Wood, and Brittany Caldwell

**Regular Agenda**

10. Public hearing, presentation, discussion, and possible action regarding an amendment to Chapter 12, “Unified Development Ordinance,” Article 5, “District Purpose Statement and Supplemental Standards,” Article 7, “General Development Standards,” and Article 8, “Subdivision Design and Improvements” of the Code of Ordinances of the City of College Station, Texas related to platting and replatting in older residential subdivisions not designated as Neighborhood Conservation in the City’s Comprehensive Plan; and minimum parking requirements for new construction in the area described as Area V of the Southside Area Neighborhood Plan. **Case # 12-00500195 (LH) (Note: Final action on this item is scheduled for the November 8, 2012 City Council Meeting - subject to change)**

Staff Planner Hovde presented the ordinance amendments.

Chairman Ashfield opened the public hearing.

George Dresser, 501 Fairview; Scott McDermott, 500 Fairview; Trey Guseman, owner of multiple lots in Southside area; Shirley Dupriest, 400 Fairview; Keith Sewell, 1113 Langford; and Quint Floyd, 302 Fidelity; all of College Station, Texas, spoke in favor of the ordinance amendments. Mr. Floyd asked that a limitation be put on the size of houses that can be built on the lots.

Bill Bingham, 404 Fairview; Linda Harvell, 504 Guernsey; and Jerry Cooper, 602 Bell; all of College Station, Texas, stated that the neighborhood integrity needed to be maintained and the history needed to be respected. Mr. Cooper stated that 5,000-square-foot lots would cause the neighborhood to deteriorate.

Chairman Ashfield closed the public hearing.

There was general discussion amongst the Commission regarding parking.

**Commissioner Warner motioned to recommend approval of the amendments as presented. Commissioner Rektorik seconded the motion, motion passed (5-0).**

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

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 12-5.2(H), "RESIDENTIAL DIMENSIONAL STANDARDS," SECTION 12-7.2.C, "DIMENSIONS AND ACCESS," AND SECTION 12-7.2.I, "MINIMUM NUMBER OF OFF-STREET PARKING SPACES REQUIRED", SECTION 12-8.2.H.2, "PLATTING AND REPLATTING WITHIN OLDER RESIDENTIAL SUBDIVISIONS," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

**PART 1:** That Chapter 12, "Unified Development Ordinance," Section 12-5.2(H), "Residential Dimensional Standards," Section 12-7.2., "Dimensions and Access," and Section 12-7.2.I, "Minimum Number of Off-Street Parking Spaces Required", Section 12-8.2.H.2, "Platting and Replatting Within Older Residential Subdivisions," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", Exhibit "B", and Exhibit "C", attached hereto and made a part of this ordinance for all purposes.

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

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

**PASSED, ADOPTED and APPROVED this 8th day of November 2012.**

**APPROVED:**

\_\_\_\_\_  
MAYOR

**ATTEST:**

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

**APPROVED:**

*Alm C. Fulo*  
\_\_\_\_\_  
City Attorney

**EXHIBIT "B"**

That Chapter 12, "Unified Development Ordinance," Section 12-7.2.D, "Dimensions and Access," and Section 12-7.3.I, "Minimum Number of Off-Street Parking Spaces Required", of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

**Section 12-7.2.D.1.e****D. Required Yards (Setback)****1. Purpose and Intent**

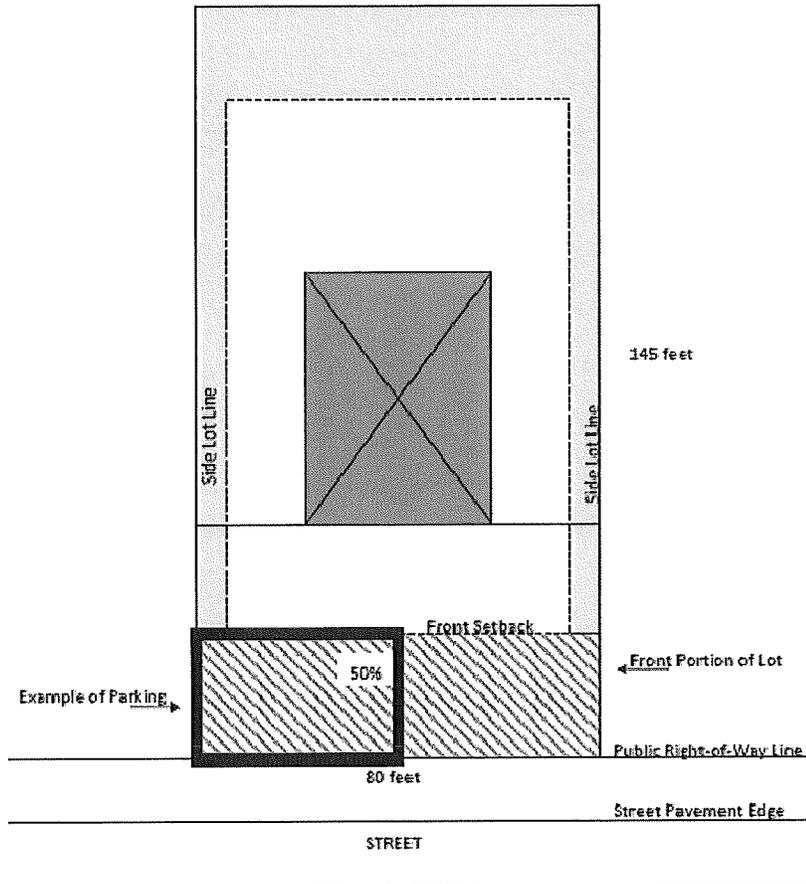
e. Where an existing lot was created by an approved plat prior to July 15, 1970 and the property is designated as Neighborhood Conservation in the Comprehensive Plan Future Land Use and Character Map a new (infill) single-family dwelling unit shall use the adjacent lots to determine the appropriate front yard setback. The new dwelling unit shall be set no closer to the street or farther back from the street than the nearest neighboring units. Areas zoned NPO, Neighborhood Prevailing Overlay District are exempt from this requirement. Setbacks for areas zoned NCO, Neighborhood Conservation Overlay are stated in the specific rezoning ordinance for the area.

**Section 12-7.3.C****C. Dimensions and Access.**

This Section applies to any development or redevelopment of uses other than single-family residential, duplexes, or townhouses unless otherwise noted.

1. Each off-street parking space for automobiles shall have an area of not less than nine (9) feet by twenty (20) feet and each stall shall be striped. This standard shall apply for off-street parking for all uses including single-family residential, duplexes, and townhouses. Single-family residential and townhouses are not required to stripe parking spaces.
2. For properties located within the area described as "Area V" in the Southside Area Neighborhood Plan, an amendment of the City's Comprehensive Plan (Ordinance no.2012-3442), a new single-family structure may locate its parking, including both required and additional parking in the areas described below:
  - i. Anywhere on the lot behind the structure with no limit on the size of the area;
  - ii. Anywhere in the side yards of the lot with no limit on the size of the area; and,
  - iii. An area located in front of the structure not to exceed a size equivalent to 50% of the front portion of the property. The front portion of the property is the area of the lot within the side lot lines, the front setback, and the public right-of-way line (see graphic below). The square footage of parking allowed by this calculation may be located within or outside the

boundary of the area used for calculations (see graphic below). The portion of the driveway located between the front property line and the structure shall be included in the maximum parking area square footage.

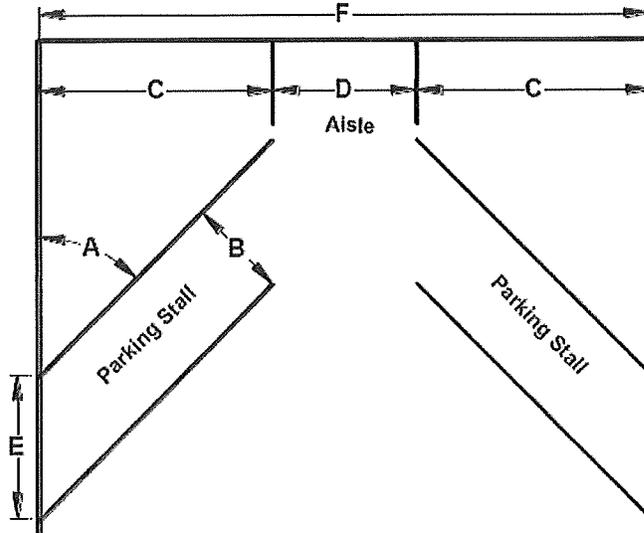


3. An eighteen-foot paved space (ninety-degree only) may be utilized where the space abuts a landscaped island with a minimum depth of four (4) feet. An eighteen-foot space may also be used when adjacent to a sidewalk provided that the minimum width of the sidewalk is six (6) feet. This standard shall also apply to off-street parking for single-family residential, duplexes, and townhouses.
4. The width of an alley may be assumed to be a portion of the maneuvering space requirement for off-street parking facilities located adjacent to a public alley. This standard shall apply for off-street parking for all uses including single-family residential, duplexes, and townhouses.
5. Each parking space intended for use by the handicapped shall be designed in accordance with the standards of the Texas Architectural Barriers Act (TABAA) administered by the Texas Department of License and Regulation.

- 6. Each parking space and the maneuvering area thereto shall be located entirely within the boundaries of the building plot except where shared parking is approved by the City.
- 7. All parking spaces, aisles, and modules shall meet the minimum requirements, as shown in the following table. All dimensions are measured from wall to wall.

**PARKING SPACE AND AISLE DIMENSIONS**

A	B	C	D		E	F	
Angle (degrees)	Width of stall	Depth of stall 90° to aisle	Width of aisle		Width of stall parallel to aisle	Module width	
			One way	Two way		One way	Two way
0	22 feet	10 feet	12.0 feet	20.0 feet	22.0 feet	22.0 feet	40.0 feet
45	9 feet	21.1 feet	12.0 feet	20.0 feet	12.7 feet	54.2 feet	62.2 feet
60	9 feet	22.3 feet	15.0 feet	22.0 feet	10.4 feet	59.6 feet	66.3 feet
90	9 feet	20.0 feet	23.0 feet	23.0 feet	9.0 feet	63.0 feet	63.0 feet



- 8. Parking lots located within fifteen (15) feet of a public right-of-way shall have a maximum of seven (7) contiguous spaces separated by an eighteen- by twenty-

foot landscaped island. All parking lots and drive aisles shall be setback a minimum of six (6) feet from any public right-of-way.

9. Parking is discouraged along entrance drives and should be limited on major circulation aisles of large developments and major retail centers.
10. The Design Review Board may waive parking lot dimension requirements in the Northgate and Wolf Pen Creek districts if the development meets the goals of the master plan for the respective district.

### Section 12-7.3.I Number of Off-Street Parking Spaces Required

#### MINIMUM OFF-STREET PARKING REQUIREMENTS

Use	Unit	Spaces/ Unit	Plus Spaces For:
Airport	As determined by the Administrator		
Banks	250 s.f.	1.0	
Bowling Alley	As determined by the Administrator		
Bus Depot	As determined by the Administrator		
Car Wash (Self-Serve)	Wash Bay	1.0	1.0 space per vacuum bay
Church	Seat	0.33*	
Convalescent Home / Hospital	Bed	0.5	
Duplex Dwelling: 1 & 2 Bedroom	DU	2.0	
3 Bedroom	DU	3.0	
Dormitory	Bed	0.75	
Day Care Center	250 s.f.	1.0	
Fraternal Lodge	75 s.f.	1.0	
Fraternity / Sorority House	Person	1.0	1/30 s.f. meeting room
Freight Station	As determined by the Administrator		
Funeral Parlor	Seat	0.33	
Furniture Sales, Freestanding	350 s.f.	1.0	
Golf Driving Range	Tee Station	1.0	
Health Club / Sports Facility	As determined by the Administrator		
Gasoline and Fuel Service	300 s.f.	1.0	
Group Housing	BR	2.0	As determined by the Administrator

Health Studio	150 s.f.	1.0	
Hospital	As determined by the Administrator		
Hotel/Motel	DU	1.0	1/200 s.f. meeting room
HUD-Code Manu. Home	DU	2.0	
Laundry	150 s.f.	1.0	
Motor Vehicle Sales / Service Office / Sales Area Service Area	250 s.f. 200 s.f.	1.0 1.0	
Medical or Dental Clinic < 20,000 s.f.	200 s.f.	1.0	
Multi-family Dwelling: 1 Bedroom 2 Bedroom (ea. BR<130 s.f.) 2 Bedroom 3 Bedroom	BR BR BR BR	<u>1.5</u> <u>1.5</u> 1.25 1.0	
Night Club	50 s.f.	1.0	
Office Building	250 s.f.	1.0	
Personal Service Shop	250 s.f.	1.0	
Priv. School or Comm. Studio	100 s.f.	1.0	
Retail Sales & Service: C-1 C-2 C-3	250 s.f. 350 s.f. 250 s.f.	1.0 1.0 1.0	
Restaurant (w/o drive-through) (w/drive-through)	65 s.f. 100 s.f.	1.0 1.0	
Rooming/Boarding House	Person	1.0	
Sales Display	250 s.f.	1.0	
Single-family Dwelling	DU BR***	2.0 1.0*** (minimum of 2 with no more than 4 spaces required)	
Shopping Center**: GC CI C-3 SC	250 s.f. 350 s.f. 250 s.f. 250 s.f.	1.0 1.0 1.0 1.0	
Townhouse	DU	2.0	
Theater	Seat	0.25	
Truck Terminal	As determined by the Administrator		

Veterinary Clinic	300 s.f.	1.0	
Warehouse	1000 s.f.	1.0	

"s.f." = square footage. "DU" = Dwelling Unit. "BR" = Bedroom.

\* Overflow parking above required parking spaces may be grassed rather than paved. All unpaved spaces shall be shown on site plan and organized for efficient traffic circulation using wheel stops and other appropriate measures as required by the Administrator.

\*\* No more than twenty-five (25) percent of any shopping center square footage shall be utilized for intense uses (uses that, individually, have a parking requirement greater than 1:250 in C-1 or C-3 and 1:350 in C-2) unless additional parking is provided in accordance with the above requirements for that square footage of such uses in excess of twenty-five (25) percent.

\*\*\*For properties located within "Area V" of the Southside Area Neighborhood Plan, an amendment of the Comprehensive Plan (Ordinance no. 2012-3442).

**EXHIBIT "C"**

That Chapter 12, "Unified Development Ordinance," Section 12-8.2.H.2, "Platting and Replatting Within Older Residential Subdivisions," of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

**Section 12-8.2.H.2**

a. This section applies to a subdivision in which any portion of the proposed subdivision meets all of the following criteria:

- 1) Such portion of the subdivision is currently zoned or developed for single-family detached residential uses as of January 1, 2002 with the exception of NG-1, NG-2, NG-3, NPO, and NCO zoning districts;
- 2) Such portion of the subdivision is part of a lot or building plot that was located within the City limits when it was created on or prior to July 15, 1970.; and,
- 3) Such portion of the subdivision is designated as Neighborhood Conservation in the Comprehensive Plan Future Land Use and Character Map.

b. In addition to the other provisions of this UDO, no plat or replat intended to provide for the resubdivision of an existing lot or lots in a residential subdivision which meets the above criteria may be approved unless:

- 1) The plat does not create an additional lot or building plot; or
- 2) A plat which does create an additional lot or building plot must meet or exceed the average width of the lots along the street frontage for all of the lots in the block including the subject lot(s) and contain at least eight thousand five hundred (8,500) square feet of space for each dwelling unit.

For the purpose of this section, a lot shall be defined to include the lot, lots and/or portions of lots that have been combined and used as a residential plot or building plot, as of July 15, 1970, exempting those lawfully platted or replatted after July 15, 1970.

c. It is the applicant's responsibility to provide documentation during the application process regarding the original plat in which the lot was created and/or the configuration and ownership documentation of the properties since July 15, 1970.

**November 8, 2012**  
**Regular Agenda Item No. 4**  
**Rezoning for 303 A&B University Drive East, 410 Nimitz Street, and 411 & 413 Eisenhower Street**

**To:** David Neeley, City Manager

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

**Agenda Caption:** Public Hearing, presentation, possible action, and discussion regarding an ordinance amending Chapter 12, "Unified Development Ordinance, Section 4.2, Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas by rezoning from O Office, R-2 Duplex Residential, and C-3 Light Commercial to GC General Commercial for approximately 1.1 acres located at 303 A & 303 B University Drive East, 410 Nimitz Street, and 411 & 413 Eisenhower Street.

**Relationship to Strategic Goals:** Core Services and Infrastructure, Neighborhood Integrity, Diverse Growing Economy, Sustainable City

**Recommendation(s):** The Planning and Zoning Commission considered this item at their November 1<sup>st</sup> meeting and voted 6-0 to recommended approval of the rezoning request. Staff also recommended approval.

**Summary:** This request is to rezone approximately 1.1 acres from O (Office), C-3 (Light Commercial), and R-2 (Duplex Residential) to GC (General Commercial)

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

**REVIEW CRITERIA**

**1. Consistency with the Comprehensive Plan:** The subject properties are designated as Urban and are a part of Redevelopment Area II on the Comprehensive Plan Future Land Use and Character Map. The Comprehensive Plan defines Urban as:

This land use designation is generally for areas that should have a very intense level of development activities. These areas will tend to consist of townhomes, duplexes, and high-density apartments. General commercial and office uses, business parks, and vertical mixed-use may also be permitted within growth and redevelopment areas.

Redevelopment Area II: Texas Avenue, University Drive, and Harvey Road is described by the Comprehensive Plan as:

This area includes a number of underperforming land uses that, due to their proximity to two of the busiest corridors in the City, are poised for redevelopment. Much of the area is currently subdivided into small lots, making it difficult to assemble land for redevelopment....The proximity of existing neighborhoods and the Texas A&M University campus requires careful site planning and appropriate building design. These efforts should be complimentary to the Area V: Hospitality corridor plan, the neighborhood plan for the Eastgate area, and the Texas A&M University Campus Master Plan and should focus on bringing vertical mixed use and other aspects of urban character to this portion of the City.

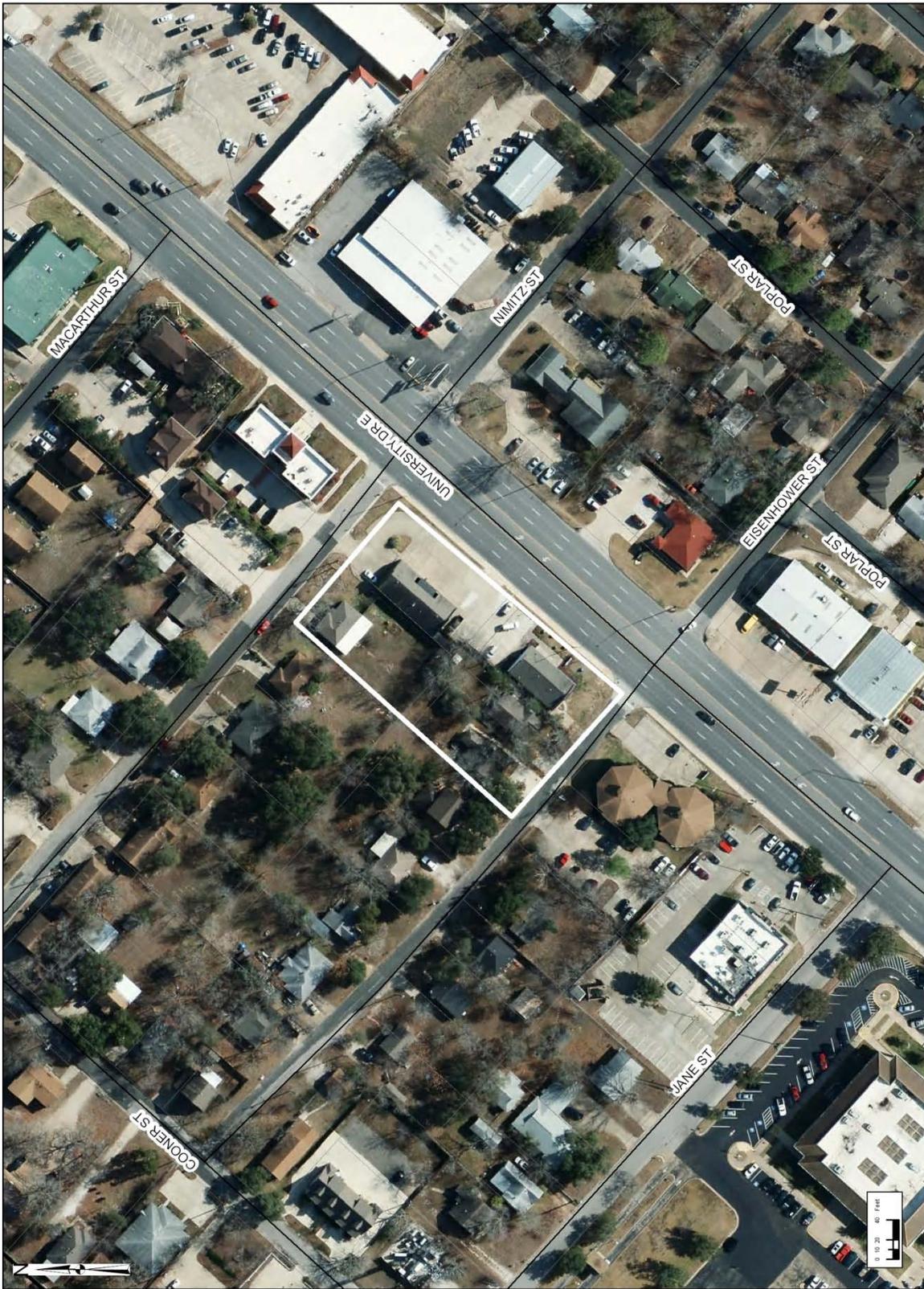
The proposed GC General Commercial rezoning plans to consolidate five underperforming lots into one commercial development which is consistent with some of the objectives of the Comprehensive Plan, though urban development is unlikely with a GC General Commercial zoning.

- 2. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The existing zoning and conforming uses of nearby property are consistent with the proposed uses. The scale of the proposed use, however, is intended to be highly visible from University Drive and developed more intensely than the nearby residential and office uses.
- 3. Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:**  
By consolidating the mix of zonings on the five properties, the property will be able to be developed with uses permissible in GC General Commercial. The proposed rezoning will allow for redevelopment. GC General Commercial zoning will be compatible with the adjacent uses of office and retail; however, development should be sensitive to the existing R-2 Duplex Residential zoning to the North and may deviate from the planned urban character of the corridor.
- 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 fragmented zoning, the opportunity to develop on these five lots is difficult. The location on University Drive and Urban designation calls for more intense development.
- 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:**  
With the existing zonings of O Office, R-2 Duplex Residential, and C-3 Light Commercial and their location along University Drive, the properties are not as marketable as they would be if consolidated under one zoning allowing more compatible uses with the surrounding properties.
- 6. Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There are existing 6-inch water mains available to serve this property. There are also existing 6- and 8-inch sanitary sewer lines which may provide service to the site. Drainage is mainly to the northeast within the Burton Creek Drainage Basin. Access to the site will be available via Eisenhower Street or Nimitz Street, depending on the site's layout which will come with the site planning stage. No access will come from University Drive. Drainage and any other infrastructure required with site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. Existing infrastructure with proposed modifications appear to be adequate for the proposed use.

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

**Attachments:**

1. Aerial & Small Area Map (SAM)
2. Background Information
3. Draft November 1<sup>st</sup> Planning & Zoning Minutes
4. Ordinance



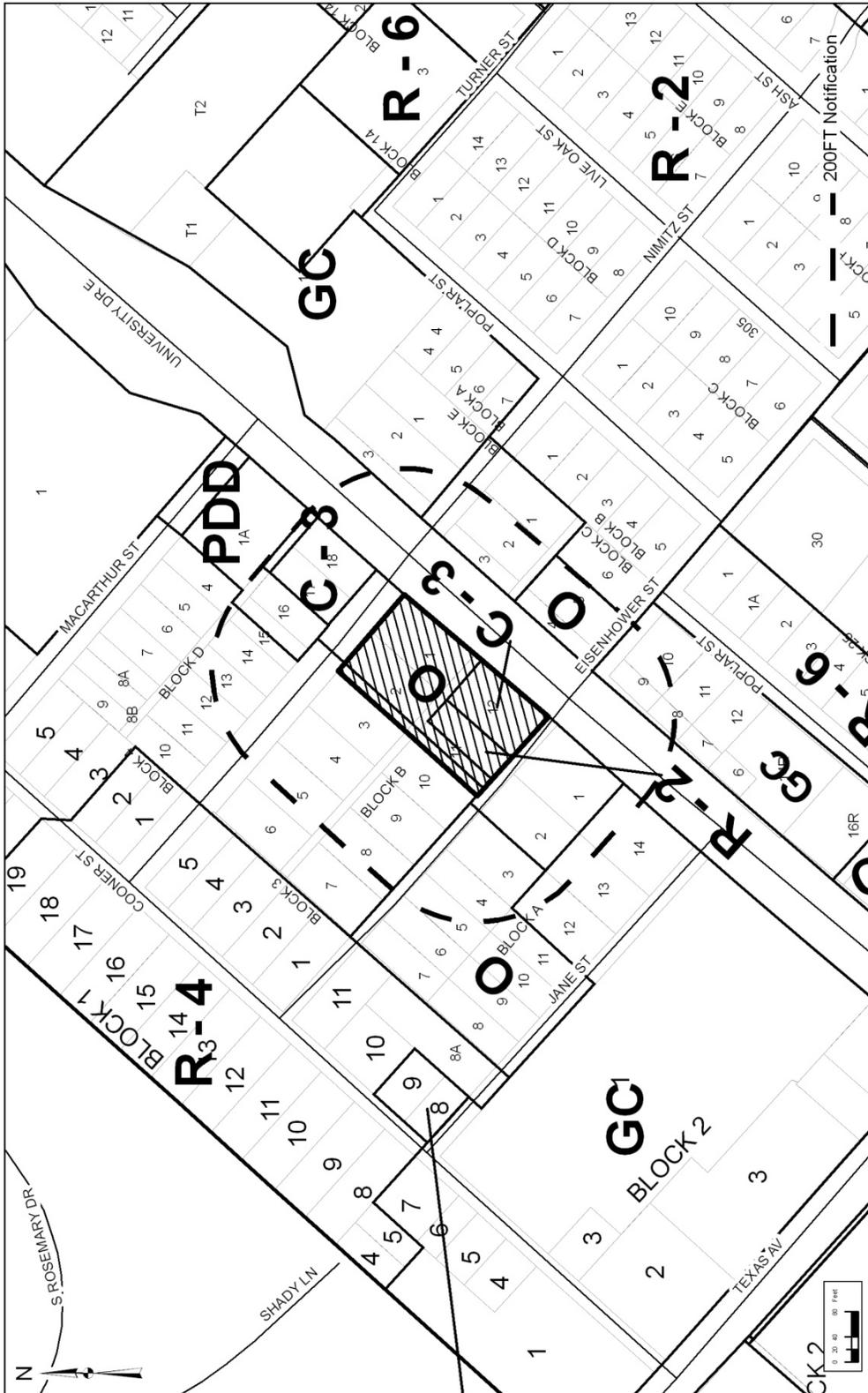
Case: 12-166

303 UNIVERSITY DR. E

DEVELOPMENT REVIEW



REZ



**Zoning Districts**

A-O	Agricultural Open	R-3	Townhouse	C-3	Light Commercial	WPC	Wolf Pen Creek Dev. Corridor
A-OR	Rural Residential Subdivision	R-4	Multi-Family	M-1	Light Industrial	NG-1	Core Northgate
R-1	Single Family Residential	R-6	High Density Multi-Family	M-2	Heavy Industrial	NG-2	Transitional Northgate
R-1B	Single Family Residential	R-7	Manufactured Home Park	C-U	College and University	NG-3	Residential Northgate
R-2	Duplex Residential	O	Office	R & D	Research and Development	OV	Corridor Overlay
		GC	General Commercial	P-MUD	Planned Mixed-Use Development	RDD	Redevelopment District
		CI	Commercial-Industrial	PDD	Planned Development District	KO	Krenek Tap Overlay

**DEVELOPMENT REVIEW**

303 UNIVERSITY DR. E

Case: 12-166

REZ

**BACKGROUND INFORMATION**

**NOTIFICATIONS**

Advertised Commission Hearing Date: November 1, 2012  
 Advertised Council Hearing Dates: November 8, 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: Twenty-three  
 Contacts in support: N/A  
 Contacts in opposition: N/A  
 Inquiry contacts: Three at the time of this report.

**ADJACENT LAND USES**

Direction	Comprehensive Plan	Zoning	Land Use
North	Urban & Redevelopment	R-2 Duplex Residential	Single-Family Residences
South (Across University Drive)	Urban & Redevelopment	O Office	Offices
East (Across Nimitz Street)	Urban & Redevelopment	PDD Planned Development District, C-3 Light Commercial	Montelongo's, Benjamin Knox Gallery
West (Across Eisenhower Street)	Urban & Redevelopment	O Office	Offices

**DEVELOPMENT HISTORY**

**Annexation:** April 1951  
**Zoning:** A-P Administrative Professional in September 1976  
 R-2 Duplex Residential in January 1989  
**Final Plat:** College Heights 1938  
**Site development:** The property zoned C-3 Light Commercial (303 University A), is being utilized as Aggieland Outfitter's retail store. Currently located at 303 University B, zoned O Office, is an office building. Behind this property, 410 Nimitz Street and 411 and 413 Eisenhower Street

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 8<sup>th</sup> day of November, 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:

The following 1.12 acre property is rezoned from O Office, R-2 Duplex Residential, and C-3 Light Commercial to GC General Commercial:

**METES AND BOUNDS DESCRIPTION  
OF A  
1.12 ACRE TRACT  
PORTION OF BLOCK 'B'  
COLLEGE HEIGHTS  
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 ALL OF LOTS 1, 2, 11 AND 12 AND A PORTION OF A 15' ALLEY, BLOCK 'B', COLLEGE HEIGHTS ACCORDING TO THE PLAT RECORDED IN VOLUME 124, PAGE 259 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

**BEGINNING** AT A ½ INCH IRON ROD FOUND ON THE NORTHWEST LINE OF UNIVERSITY DRIVE (R.O.W. VARIES) AND THE NORTHEAST LINE OF EISENHOWER STREET (50' R.O.W.) MARKING THE SOUTH CORNER OF SAID LOT 1 AND THE SOUTH CORNER OF A CALLED 0.213 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO 303A PROPERTIES, LLC RECORDED IN VOLUME 8579 PAGE 27 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** N 49° 38' 30" W ALONG THE NORTHEAST LINE OF EISENHOWER STREET, AT 67.53 FEET PASS A ¼ INCH IRON ROD FOUND MARKING THE WEST CORNER OF SAID 0.213 ACRE TRACT AND THE SOUTH CORNER OF A CALLED 0.16 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO 303A PROPERTIES, LLC RECORDED IN VOLUME 8827, PAGE 243 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, CONTINUE ON ALONG THE NORTHEAST LINE OF EISENHOWER STREET, AT 48.56 FEET PASS A 5/8 INCH IRON ROD FOUND MARKING THE WEST CORNER OF SAID 0.16 ACRE TRACT AND THE SOUTH CORNER OF A CALLED 0.162 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO 303A PROPERTIES, LLC RECORDED IN VOLUME 8846, PAGE 38 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, CONTINUE ON FOR A TOTAL DISTANCE OF 167.63 FEET (PLAT CALL DISTANCE - 167.50 FEET) TO A 5/8 INCH IRON ROD FOUND MARKING THE WEST CORNER OF SAID LOT 11 AND SAID 0.162 ACRE TRACT AND THE SOUTH CORNER OF LOT 10 OF SAID BLOCK 'B';

**THENCE:** N 41° 24' 06" E ALONG THE NORTHWEST LINE OF SAID LOT 11, AT 137.50 FEET PASS THE NORTH CORNER OF SAID LOT 11, CONTINUE ON THROUGH SAID 15' ALLEY FOR A DISTANCE OF 15.00 FEET TO THE WEST CORNER OF SAID LOT 2, CONTINUE ON ALONG THE NORTHWEST LINE OF SAID LOT 2 FOR A TOTAL DISTANCE OF 290.23 FEET (PLAT CALL DISTANCE - 290.00 FEET) TO A ¼ INCH IRON PIPE FOUND ON THE SOUTHWEST LINE OF NIMITZ STREET (50' R.O.W.) MARKING THE EAST CORNER OF LOT 3 OF SAID BLOCK 'B', THE NORTH CORNER OF SAID LOT 2 AND THE NORTH CORNER OF A CALLED 0.24 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO KALGROUP PROPERTIES, LP RECORDED IN VOLUME 8841, PAGE 166 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS;

**THENCE:** S 49° 37' 06" E ALONG THE SOUTHWEST LINE OF NIMITZ STREET, AT 75.03 FEET PASS THE EAST CORNER OF SAID 0.24 ACRE TRACT AND THE NORTH CORNER OF A CALLED 0.316 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO KALGROUP PROPERTIES, LP

RECORDED IN VOLUME 8579, PAGE 45 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, CONTINUE ON ALONG THE SOUTHWEST LINE OF NIMITZ STREET FOR A TOTAL DISTANCE OF 167.53 FEET (PLAT CALL DISTANCE – 167.50 FEET) TO A ½ INCH IRON ROD FOUND ON THE NORTHWEST LINE OF UNIVERSITY DRIVE MARKING THE EAST CORNER OF SAID LOT 1 AND THE EAST CORNER OF SAID 0.316 ACRE TRACT;

THENCE: S 41° 23' 53" W ALONG THE NORTHWEST LINE OF UNIVERSITY DRIVE FOR A DISTANCE OF 152.76 FEET (PLAT CALL DISTANCE – 152.50 FEET) TO A ½ INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID 0.316 ACRE TRACT AND THE EAST CORNER OF SAID LOT 12. SAID IRON ROD FOUND MARKING THE EAST CORNER OF SAID 0.213 ACRE TRACT, 8579/27;

THENCE: S 41° 21' 48" W CONTINUING ALONG THE NORTHWEST LINE OF UNIVERSITY DRIVE FOR A DISTANCE OF 137.40 FEET (PLAT CALL DISTANCE – 137.50 FEET) TO THE POINT OF BEGINNING CONTAINING 1.12 ACRES OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND JULY, 2012. SEE PLAT PREPARED JULY, 2012 FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED BY GPS OBSERVATION.

BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502



**November 8, 2012**  
**Regular Agenda Item No. 5**  
**Public Hearing and Discussion of a**  
**Draft Ordinance to Create Reinvestment Zone #17**

**To:** David Neeley, City Manager

**From:** Randall Heye, Economic Development Analyst

**Agenda Caption:** Public Hearing, presentation, and discussion on the creation of Reinvestment Zone #17; and, discussion of a Draft Ordinance creating Reinvestment Zone #17 for commercial tax abatement in the College Station Medical District.

**Relationship to Strategic Goals:** Diverse Growing Economy

**Recommendation(s):** Staff recommends that Council hold the public hearing for the future creation of Reinvestment Zone #17.

**Summary:** A Public Hearing and Ordinance creating a reinvestment zone are required by state law in order to offer tax abatement to attract new commercial and industrial enterprise or to encourage the retention and development of existing businesses. The City may enter into tax abatement agreement with an owner and/or an owner of a leasehold interest in real property. All required notices for this public hearing were served as required by state law.

Texas Hotel Management, L.P. has agreed to sell approximately six acres to Strategic Behavioral Health in the College Station Medical District for a specialized health hospital. The prospect is anticipated to make a new investment of \$10 million and hire 200 new employees with an annual payroll of more than \$7.6 million.

**Budget & Financial Summary:** Details regarding the cost and benefit of the economic development prospect will be presented before Council.

**Attachments:** Tax Abatement Reinvestment Zone #17 Ordinance

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

AN ORDINANCE DESIGNATING A CERTAIN AREA AS REINVESTMENT ZONE NUMBER SEVENTEEN (17) FOR COMMERCIAL TAX ABATEMENT AS PROVIDED IN THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT; ESTABLISHING THE NUMBER OF YEARS FOR THE DISTRICT; AUTHORIZING AN AGREEMENT TO EXEMPT FROM TAXATION THE INCREASE IN VALUE OF THE PROPERTY IN ORDER TO ENCOURAGE DEVELOPMENT AND REDEVELOPMENT AND OTHER MATTERS RELATING THERETO; PROVIDING A SAVINGS CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of College Station, Texas, (the "City") desires to encourage supervised improvement by property owners through tax abatement procedures within its jurisdictions by the creation of a reinvestment zone as authorized by the PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEXAS TAX CODE, CHAPTER 312, as amended (the "Act"); and

WHEREAS, a public hearing was scheduled for Thursday, November 8, 2012, at 7:00 p.m. to receive comments concerning the designation of proposed Reinvestment Zone Number Seventeen (17) for Commercial Tax Abatement (the "Reinvestment Zone"). Notice of such hearing was published on Thursday, November 1, 2012, in the Bryan-College Station Eagle newspaper, and hand delivered not later than Thursday, November 1, 2012, to the presiding officers of all taxing units with the jurisdiction of the proposed Reinvestment Zone, both such dates being not later than the seventh day before the date of the scheduled public hearing; and

WHEREAS, the City called a public hearing and published notice of such public hearing as required by SECTION 312.201(D) of the Act; and has given written notice to all taxing units with the jurisdiction of the Reinvestment Zone; and

WHEREAS, at said public hearing the City presented evidence that such proposed designation would be reasonably likely to contribute to the retention or expansion of primary employment or to attract major investment in the Reinvestment Zone that would be a benefit to the Property that would contribute to the economic development of the City; and

WHEREAS, the City at such public hearing invited any interested person or his attorney to appear and contend for or against: the creation of the Reinvestment Zone; the boundaries of the Reinvestment Zone; whether all or part of the territory that is 6.99 acres located in the College Station Medical District generally south of Rock Prairie Road and the Brian Bachmann Community Park in College Station, Texas, more specifically described in Exhibit A attached hereto (the "Property") should be included in the Reinvestment Zone; and the concept of tax abatement; and

WHEREAS, at such hearing recommendations were given as to the number of years the Reinvestment Zone would be designated, the number of years in which an agreement would be available, as well as the percentage of tax exemption to be applied to the taxable real property that is redeveloped; and

WHEREAS, the designation of the Reinvestment Zone is consistent with the City's guidelines for such zones as set for in the City's "Guidelines and Criteria Governing Property Tax Abatement document adopted by Council on January 26, 2012 and will benefit the Property included within the Reinvestment

Zone after the expiration of the written agreement with the proposed developer of the Property within the Reinvestment Zone;

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

I.

That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated herein for all purposes.

II.

That the City, after conducting a public hearing and having further studied recommendations as well as the evidence presented at the public hearing, has made the following findings based on the evidence and the testimony presented to the City:

- (a) That the public hearing on the adoption of the Reinvestment Zone under the applicable provisions of the Act has been properly noticed, called, held, and conducted, and that the notice of such hearing has been published as required by law and has been hand delivered to the respective taxing units within the Reinvestment Zone; and
- (b) That the City has jurisdiction to hold and conduct said public hearing on the creation of the Reinvestment Zone pursuant to the Act; and
- (c) That creation of the Reinvestment Zone with boundaries described within the subdivision will result in improvements, made after November 19, 2012, that are feasible and practical and will benefit the City, its residents, and property owners in the Reinvestment Zone; and
- (d) That the proposed designation will be reasonably likely to contribute to the retention or expansion of primary employment or to attract major investments to the Reinvestment Zone that would be a benefit to the property and to economic development of the City.

III.

That the City hereby creates Reinvestment Zone Number Seventeen (17) and its boundaries are those described and depicted in Exhibit A and such Reinvestment Zone shall hereafter be identified as Reinvestment Zone Number Seventeen (17) for Commercial Tax Abatement, City of College Station, Texas.

IV.

That the designation of Reinvestment Zone Number Seventeen (17) for Commercial Tax Abatement shall expire ten (10) years from the date of this ordinance.

V.

That, as provided in the Act, a written agreement with the owner of taxable real property located within the Reinvestment Zone shall be for a period of eight (8) years and that the taxable real property that is subject to the above-mentioned exemption from taxation shall be the total increase in value of the land and improvements over their value in 2012. In consideration for the owner making specified improvements to the Property, a written agreement shall provide for an exemption from taxation of this of this total increase in value of the Property over its value in 2012 in percentages as designated in that agreement. The written agreement will require that all taxes be current at the time of execution of the agreement and be kept current to all taxing entities during the term of said agreement.

VI.

That said designation of Reinvestment Zone Number Seventeen (17) for Commercial Tax Abatement and the written agreement are in accordance with the City of College Station Policy for Tax Abatements and will be a benefit to the land that will be included within the Reinvestment Zone and to the City of College Station after expiration of the agreement with the owner of the Property.

VII.

That if any provision of this ordinance is held to be invalid or unconstitutional, the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part of it.

VIII.

That it is hereby found and determined that the meeting at which this ordinance is passed is open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required.

IX.

This ordinance shall become effective and be in full force and effect from and after its passage and approval by the College Station City Council and duly attested by the Major and City Secretary.

PASSED and APPROVED this 19 day of November, 2012.

ATTEST:

APPROVED:

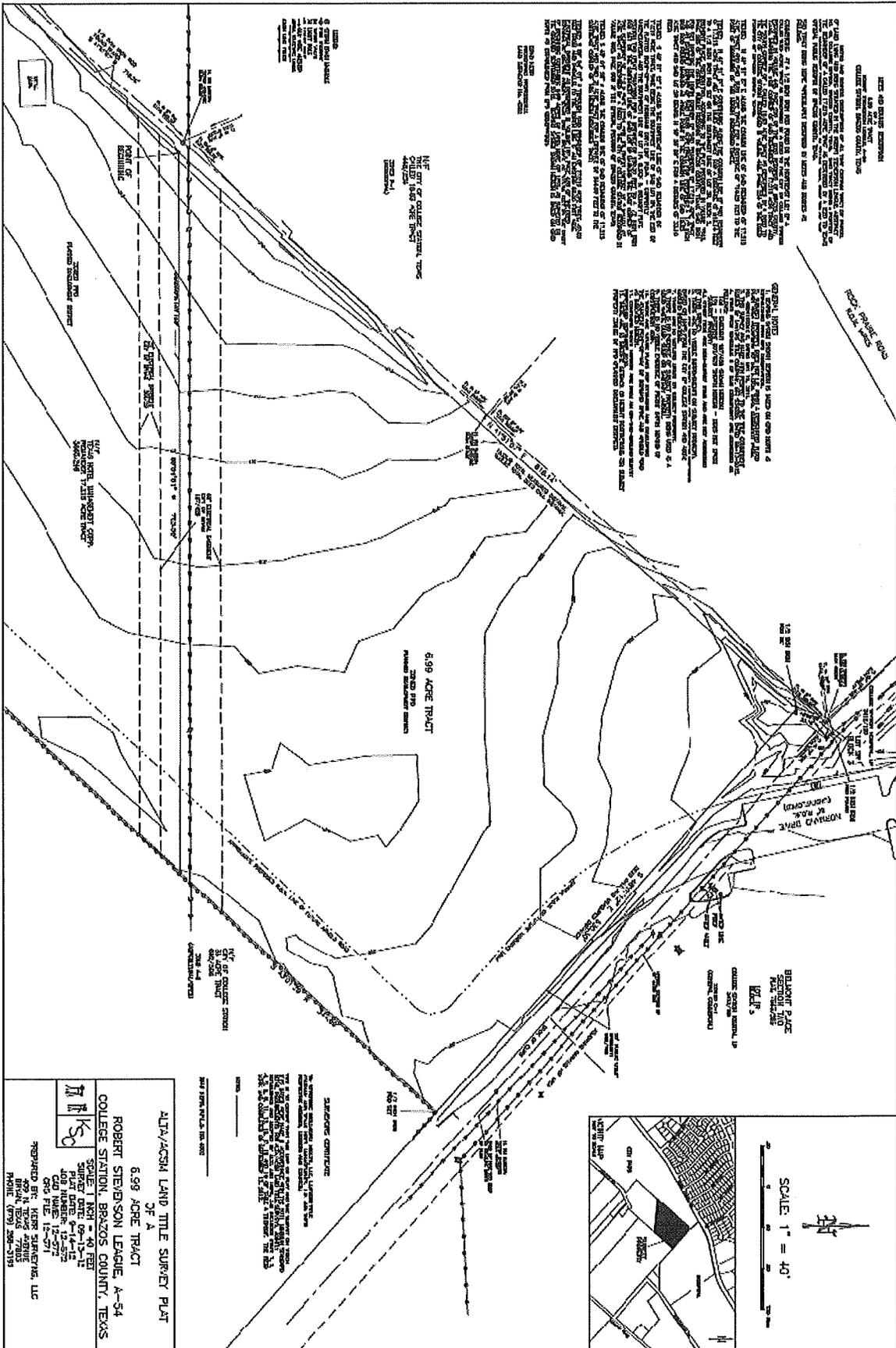
\_\_\_\_\_  
Sherry Mashburn, City Secretary

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

APPROVED:

  
Carla A. Robinson  
City Attorney

Exhibit A



THE CITY OF COLLEGE STATION, TEXAS  
 QUAD 1849 ONE INCH  
 2002 144

THE CITY OF COLLEGE STATION, TEXAS  
 QUAD 1849 ONE INCH  
 2002 144

THE CITY OF COLLEGE STATION, TEXAS  
 QUAD 1849 ONE INCH  
 2002 144

ALTA/ACSM LAND TITLE SURVEY PLAT  
 OF A  
 ROBERT STEVENSON LEAGUE, A-54  
 COLLEGE STATION, BRAZOS COUNTY, TEXAS

DATE: 11-14-12  
 PLAN DATE: 6-14-12  
 JOB NUMBER: 12-252  
 GPS FILE: 12-271

PREPARED BY: KERR SURVEYING, LLC  
 409 N. TEXAS AVENUE  
 COLLEGE STATION, TEXAS 77840  
 PHONE: (767) 286-3159

STANDARD CONFORMANCE  
 THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE  
 SURVEYING STANDARDS AND PRACTICES OF THE  
 PROFESSION OF SURVEYING IN THE STATE OF TEXAS.  
 THE SURVEYOR HAS REVIEWED THE RECORDS OF THE  
 PUBLIC RECORDS OFFICE AND HAS FOUND NO  
 RECORDS OF ANY INTERESTS IN THE TRACT  
 DESCRIBED HEREIN THAT WOULD AFFECT THE  
 SURVEY.

THE CITY OF COLLEGE STATION, TEXAS  
 QUAD 1849 ONE INCH  
 2002 144

THE CITY OF COLLEGE STATION, TEXAS  
 QUAD 1849 ONE INCH  
 2002 144

METES AND BOUNDS DESCRIPTION  
OF A  
6.99 ACRE TRACT  
ROBERT STEVENSON LEAGUE, A-54  
COLLEGE STATION, BRAZOS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE ROBERT STEVENSON LEAGUE, ABSTRACT NO. 43, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF THE REMAINDER OF A CALLED 17.215 ACRE TRACT AS DESCRIBED BY A DEED TO TEXAS HOTEL MANAGEMENT CORPORATION RECORDED IN VOLUME 3665, PAGE 248 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT A 1/2 INCH IRON ROD FOUND ON THE NORTHEAST LINE OF A CALLED 9.93 ACRE TRACT AS DESCRIBED BY A DEED TO THE CITY OF COLLEGE STATION RECORDED IN VOLUME 448, PAGE 230 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE WEST CORNER OF SAID REMAINDER OF 17.215 ACRE TRACT AND THE SOUTH CORNER OF A CALLED 18.83 ACRE TRACT AS DESCRIBED BY A DEED TO THE CITY OF COLLEGE STATION RECORDED IN VOLUME 448, PAGE 234 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 41° 51' 07" E ALONG THE COMMON LINE OF SAID REMAINDER OF 17.215 ACRE TRACT AND SAID 18.83 ACRE TRACT FOR A DISTANCE OF 716.25 FEET TO THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 41° 51' 07" E CONTINUING ALONG THE COMMON LINE OF SAID REMAINDER OF 17.215 ACRE TRACT AND SAID 18.83 ACRE TRACT FOR A DISTANCE OF 816.14 FEET TO A 1/2 INCH IRON ROD SET ON THE SOUTHWEST LINE OF LOT 2R, BLOCK 3, BELMONT PLACE, SECTION TWO, ACCORDING TO THE PLAT RECORDED IN VOLUME 7543, PAGE 285 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, SAID IRON ROD SET MARKING THE NORTH CORNER OF SAID REMAINDER OF 17.215 ACRE TRACT AND AN EASTERLY CORNER OF SAID 18.83 ACRE TRACT, FOR REFERENCE A 1/2 INCH IRON ROD FOUND MARKING AN ANGLE POINT IN THE COMMON LINE OF SAID 18.83 ACRE TRACT AND SAID LOT 2R BEARS: N 16° 56' 09" E FOR A DISTANCE OF 33.10 FEET;

THENCE: S 48° 01' 12" E ALONG THE NORTHEAST LINE OF SAID REMAINDER OF 17.215 ACRE TRACT, SAME BEING THE SOUTHWEST LINE OF SAID LOT 2R, THE END OF THE PLATTED RIGHT-OF-WAY OF NORMAND DRIVE (60' R.O.W. - CURRENTLY UNDEVELOPED), AND THE SOUTHWEST LINE OF LOT 1R, BLOCK 3, BELMONT PLAT, SECTION TWO (PLAT 7543/285) FOR A DISTANCE OF 530.30 FEET TO A 1/2 INCH IRON ROD SET ON THE SOUTHWEST LINE OF SAID LOT 2R MARKING THE EAST CORNER OF SAID REMAINDER OF 17.215 ACRE TRACT AND THE NORTH CORNER OF A CALLED 35 ACRE TRACT AS DESCRIBED BY A DEED TO THE CITY OF COLLEGE STATION RECORDED IN VOLUME 692, PAGE 506 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 43° 01' 29" W ALONG THE COMMON LINE OF SAID REMAINDER OF 17.215 ACRE TRACT AND SAID 35 ACRE TRACT FOR A DISTANCE OF 344.69 FEET TO THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: S 89° 54' 01" W THROUGH SAID REMAINDER OF 17.215 ACRE TRACT, 40.00 FEET FROM AND PARALLEL TO THE NORTH LINE OF AN EXISTING 60.00 FOOT WIDE ELECTRICAL EASEMENT AS DESCRIBED IN VOLUME 187, PAGE 428 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, FOR A DISTANCE OF 703.56 FEET TO THE POINT OF BEGINNING CONTAINING 6.99 ACRES OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND SEPTEMBER 2012. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4502