



Mayor
Ron Silvia
Mayor Pro Tempore
Ben White
City Manager
Glenn Brown

Council Members
John Hupp
Ron Gay
Lynn McIlhenny
Chris Scotti
David Ruesink

Agenda
College Station City Council
Workshop Meeting
Monday, November 20, 2006 3:00 PM
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

1. Presentation, possible action, and discussion on items listed on the consent agenda.
2. Presentation, possible action and discussion on the tax ceiling for seniors and the disabled.
3. Presentation, possible action, and discussion regarding possible Alternative Revenue Sources for the City of College Station.
4. Presentation, possible action, and discussion regarding possible implementation of Red Light Camera System for the City of College Station.
5. Presentation, possible action, and discussion regarding an update on the comprehensive plan process.
6. 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.
7. Council Calendar
 - Nov. 21 Council Transportation Committee 4:30 pm Administrative Conference Room
 - Nov. 21 Quarterly Membership Breakfast "Taste of the Brazos Valley" - 6:30 am to 8:00 am
 - Nov. 23-24 City Offices Closed for Thanksgiving Holiday
 - Nov. 27 Cemetery Master Plan Development Meeting Public hearing, 7:00 pm Council Chambers
 - Nov. 29 State of the Research Valley Luncheon - Annenberg Presidential Conference Center - Presidential Dining 1011C

Dec.1 Christmas in the Park, 5:45 pm Central Park
 Dec. 4 Citizens Congress, Hilton 6:00 pm
 Dec. 6 – 9 NLC 83rd Congress of Cities Conference – Reno, NV.
 Dec. 14 Council Workshop and Regular Meeting - 3:00 p.m.
 Dec. 18 Intergovernmental Committee Meeting - Noon - City of College Station
 Dec. 19 Council Transportation Committee 4:30 p.m. Administrative Conference
 Dec. 25 City Offices Closed
 Dec. 26 City Offices Closed
 Feb 12-Mar 12 Filing Period for Place on Ballot for City Council Election

8. Discussion, review and possible action regarding the following meetings: Brazos County Health Dept., Brazos Valley Council of Governments, Cemetery Committee, City Center, CSISD/City Joint Meeting, Design Review Board, Fraternal Partnership, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee and School District, Joint Relief Funding Review Committee, Library Committee, Making Cities Livable Conference, Metropolitan Planning Organization, Outside Agency Funding Review, Parks and Recreation Board, Planning and Zoning Commission, Sister City Association, TAMU Student Senate, Research Valley Partnership, Regional Transportation Committee for Council of Governments, Transportation Committee, Wolf Pen Creek Oversight Committee, Wolf Pen Creek TIF Board, Zoning Board of Adjustments, (see attached posted notices for subject matters).
9. Executive Session will immediately follow the workshop meeting in the Administrative Conference Room.

Consultation with Attorney {Gov't Code Section 551.071}; possible action The City Council may seek advice from its attorney regarding a pending and contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. TCEQ Docket No. 2002-1147-UCR, Applications of Brushy Water Supply and College Station (Westside/Highway 60)
- b. TCEQ Docket No. 2003-0544MWD, Application of Nantucket, Ltd.
- c. TXU Lone Star Gas Rate Request.
- d. Cause No. 03-002098-CV-85, Brazos County, College Station v. Wellborn Special Utility District
- e. College Station v. U.S. Dept. of Agriculture, etc., and Wellborn Special Utility District
- f. Civil Action No. H-04-3876, U.S. District Court, Southern District of Texas, Houston Division, JK Development v. College Station

- g. GUD No. 9530 – Gas Cost Prudence Review, Atmos Energy Corporation
- h. GUD No. 9560 – Gas Reliability Infrastructure Program (GRIP) rate increases, Atmos Energy Corporation
- i. Cause No. GN-502012, Travis County, TMPA v. PUC (College Station filed Intervention 7/6/05)
- j. Cause No. 06-000703-CV-85, Patricia Moore, et al. v. Ross Stores, Inc., City of College Station, et al.
- k. Possible settlement water CCN with Wellborn
- l. Possible settlement of sewer CCN issue
- m. Legal aspects of Lease Agreements for No. 4 Water Well and possible purchase of or lease of another water site from City of Bryan
- n. C.C.N. Issue for Sewer & Water regarding possible overlaps by City of College Station and City of Bryan
- o. Cause No. 484-CC; City of College Station v. Canyon Creek Partners, Ltd., et al; in the County Court at Law No. 2 of Brazos County, Texas

Economic Incentive Negotiations {Gov't Code Section 551.087}; possible action
 The City Council may deliberate on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the city with which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a.. Data Center
- b. Large Sporting Outlet

10. Final Action on executive session, if necessary.

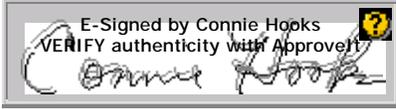
11. Adjourn.

APPROVED:



City Manager

Notice is hereby given that a Workshop Meeting of the City Council of the City of College Station, Texas will be held on the November 20, 2006 at 3:00 p.m. at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda
 Posted this 17th day of November, at 2:00 p.m.



City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City’s website, www.cstx.gov . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on November 17, 2006 at 2:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

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

Dated this ____ day of _____, 2006.
CITY OF COLLEGE STATION, TEXAS
By _____

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

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

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

Agenda
College Station City Council
Regular Meeting
Monday, November 20, 2006 at 7:00 p.m.
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

- 12. Pledge of Allegiance, Invocation, Consider absence requests

Hear Visitors: Any citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 6:45 p.m. Please limit remarks to three minutes. A timer alarm will sound after 2 1/2 minutes to signal that you have thirty seconds remaining so that you may conclude your remarks. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager.

Consent Agenda

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

Vision Statement I - Core Services
Professionals providing world-class customer focused services at a competitive cost through innovation and planning.

- 13.1 Presentation, possible action and discussion on the 2006 Gainsharing Distribution.
- 13.2 Presentation, possible action, and discussion regarding the approval of a resolution establishing a joint Bryan/College Station Youth Commission.
- 13.3 Presentation, possible action and discussion on approving the budget of the Memorial for all Veterans of the Brazos Valley; and presentation, possible action and discussion on a funding agreement between the City of College Station and the Memorial for all Veterans of the Brazos Valley for FY07 in the amount of \$50,000.

- 13.4 Presentation, possible action and discussion to authorize the expenditures for the Brazos County Appraisal District in the amount of \$185,217 pursuant to the Property Tax Code 6.06D.
- 13.5 Presentation, possible action, and discussion regarding a resolution determining the public necessity to acquire easement interests for the Church Avenue Phase II Project.
- 13.6 Presentation, possible action, and discussion to approve a Needs Resolution for Public Access Easements for the College Main Sidewalks Project. The easements are along the east and west side of College Main between Cross and Cherry Streets.
- 13.7 Presentation, possible action, and discussion regarding approval of a resolution awarding Bid No 06-138 to Gulf States Inc for construction of Spring Creek Substation in the amount of \$3,642, 800.
- 13.8 Presentation, possible action and discussion on a Change Order to Contract #05-019 for Electric System Right-of-Way Clearing and Tree Trimming Contract with Asplundh Tree Expert Company in the amount of \$75,114.75.
- 13.9 Presentation, possible action and discussion on renewal of Bid #05-41, Contract #05-019 for Electric System Right-of-Way Clearing and Tree Trimming Contract award to Asplundh Tree Expert Company for \$384,900.00 for the third year.
- 13.10 Presentation, possible action, and discussion on the first reading of an ordinance granting a non-exclusive medical waste hauling franchise agreement to Tejas Medical Waste.
- 13.11 Presentation, possible action, and discussion regarding the ratification of the Historic Preservation Committee's Rules of Procedure.
- 13.12 Presentation, possible action, and discussion regarding approval of an amendment to the Update and Support Agreement with Azteca Systems, Inc. approved by Council on December 9, 1999 which amends the covered products.
- 13.13 Presentation, possible action, and discussion regarding approving minutes for the November 9, 2006 Council Workshop and Regular Meeting.

Regular Agenda

Individuals who wish to address the City Council **on a regular agenda item not posted as a public hearing** shall register with the City Secretary prior to the Mayor's reading of the agenda item. The Mayor will recognize you to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three

minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining so that the speaker may conclude your remarks.

Individuals who wish to address the City Council on an item **posted as a public hearing** shall register with the City Secretary prior to the Mayor's announcement to open the public hearing. The Mayor will recognize individuals who wish to come forward to speak for or against the item. The speaker will state their name and address for the record and allowed three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining so that the speaker may conclude your 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.

Vision Statement III – Planning and Development

Professionals who plan and develop a sustainable community balancing neighborhood and community interests.

- 14.1 Public hearing, presentation, possible action, and discussion on an ordinance rezoning approximately 94 acres, located on the south side of Bird Pond Road north-east of Rock Prairie Road, from A-O (Agricultural Open) to A-OR (Rural Residential).
- 14.2 Public hearing, presentation, possible action, and consideration of an ordinance authorizing a Conditional Use Permit for Winestyles Wine & Gifts located at 1741 University Drive East.
- 14.3 Public hearing, presentation, possible action, and discussion on an ordinance rezoning approximately 44 acres, located at 1300 Harvey Mitchell Parkway South, from A-O (Agricultural Open) and R-1 (Single-Family Residential) to a combination of A-O (Agricultural Open) and R-4 (Multi-Family).
- 14.4 Public hearing, presentation, possible action and discussion of an ordinance amending City of College Station Code of Ordinances Chapter 13: Flood Hazard Protection, Section 5G: Special Provisions for Floodways.

Vision Statement I - Core Services

Professionals providing world-class customer focused services at a competitive cost through innovation and planning.

- 14.5 Presentation, possible action and discussion on the tax ceiling for seniors and the disabled.
- 15. The City Council may convene the executive session following the regular meeting to discuss matters posted on the executive session agenda for November 20, 2006.
- 16. Final action on executive session, if necessary.
- 17. Adjourn.

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

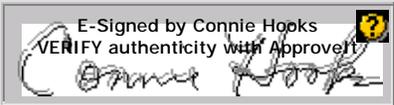
APPROVED:



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 Monday, November 20, 2006 at 7:00 p.m. at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this the 17th day of November, 2006 at 2:00 p.m.



City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City's website, www.cstx.gov. The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on November 17, 2006 at 2:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

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

Dated this ____ day of _____, 2006.
By _____

Subscribed and sworn to before me on this the ____ day of _____, 2006.

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

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

**November 20, 2006
Workshop Agenda Item
Senior and Disabled Tax Ceiling**

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on the tax ceiling for seniors and the disabled.

Recommendation(s): Staff recommends Council provide direction on the tax ceiling for seniors and the disabled.

Summary: In 2003, a change to the State of Texas Tax Code was enacted that allows a ceiling to be placed on the property taxes paid by senior and disabled citizens. The code was amended with three methods by which the senior and disabled tax ceiling can be enacted

1. The governing body of the taxing unit can vote to enact the tax ceiling.
2. The governing body of the taxing unit can vote to place the tax ceiling issue on the ballot of an upcoming uniform election.
3. Citizens within the taxing unit can file a petition signed by 5% of the registered voters in the jurisdiction and have the tax ceiling issue placed on the ballot of an upcoming election.

If Council chooses to set 2006 as the base year for calculating the tax ceiling, an item can be placed on the December 14, 2006 agenda to enact the senior and disabled tax ceiling.

Staff can prepare a resolution, on which Council must vote, to include the senior and disabled tax ceiling issue on the ballot of an upcoming uniform election. The next uniform election is May 12, 2007.

A citizen petition to include the senior and disabled tax ceiling issue on an upcoming uniform election could be received. To include the tax ceiling issue on the May 12, 2007 ballot, the petition must be received and verified by the City Secretary no later than February 15, 2007. If these criteria are not met, the next uniform election on which the senior and disabled tax ceiling could be voted would be November 6, 2007.

Budget & Financial Summary: Staff has completed a ten year estimate on the impact of enacting a tax ceiling for seniors and the disabled. The revenues that would be lost to the tax ceiling over a ten year period are estimated to be \$3.2 million (\$1.4 million for Operations and Maintenance and \$1.8 million for Debt Service). The cumulative average amount lost to the tax ceiling each year would be \$317,000 (\$138,000 for Operations and Maintenance and \$179,000 for Debt Service). These estimates assume that there are no major changes in the number of citizens who currently claim a senior or disabled exemption. If the senior and disabled tax ceiling were enacted and an individuals tax bill was \$500; the taxes paid on the home would not exceed the \$500 unless substantial improvements were made to the property regardless of how much the property may increase in value.

Attachments:

Senior Tax Ceiling Information

Ten Year forecast of Ad Valorem Revenues

Senior Tax Ceiling Information

House Bill 136 allows the City to put a ceiling on the tax bill of the primary residence of elderly and disabled persons. The law provides that property taxes will not go up for that residence once a homeowner is registered as over 65 years of age or as disabled. Property improvements, other than general maintenance, can increase the amount of the tax bill.

Enacting a property tax ceiling for the seniors and the disabled

1. The tax ceiling can be enacted by ordinance, without a petition or special election.
2. Voters can petition for an election to adopt the tax ceiling with the signatures of five percent of the registered voters in the City.

The tax ceiling is at the option of City Council, except if an election is required by a voter petition (TEX. CONST. art. VIII, § 1-b (h)).

Special Notes:

- Once the property tax ceiling is adopted it cannot be revoked.
- Governor Rick Perry issued an Executive Order RP60 on August 21, 2006 to establish a Texas Task Force on Appraisal Reform to review property appraisal caps. The Task Force will submit a full report and recommendations to the governor prior to convening of the 80th Texas Legislature on January 9, 2007. Implementation of property appraisal cap legislation by the 80th Texas Legislature could impact the ability of local governments to generate revenues to fund public services.

When a senior tax ceiling would go in effect if adopted by Council

The calendar year in which the property tax ceiling is adopted by the City becomes the “base” year. The total tax bill of an eligible homeowner cannot increase beyond the amount they paid in the base year after the ceiling is adopted, except for the two conditions listed below:

1. There are improvements to the property beyond normal maintenance and upkeep, said improvements will be subject to subsequent tax increases; or
2. The property erroneously received an exemption to which it was not entitled in a prior year.

The benefit of the tax ceiling for eligible homeowners does not accrue until the tax year after the calendar year in which the ceiling is enacted (i.e. if adopted in 2006, the baseline (ceiling), will be the 2006 tax levy, which will be assessed in 2007 and future years.)

Existing homestead exemption and the tax ceiling

The City of College Station currently has a \$30,000 homestead exemptions for senior citizens. If the city adopted a tax ceiling, the amount of taxes paid on the homestead, reduced by the homestead exemption amount, would remain the baseline amount even if the optional homestead exemption were cancelled or reduced in the future.

Transferability/Portability

Transferability by Jurisdiction (transfer from city to city): the tax ceiling is not transferable from city to city.

Transferability to Surviving Spouse: the tax ceiling is transferable to a surviving spouse who is disabled or at least 55 years of age.

Portability (transfer from home to home): the tax ceiling transfers to a new home purchased within the same jurisdiction, but the taxes owed would increase if the value of the new homestead is greater than the old homestead. The new taxable value would increase based on a ratio between the relative value of the old and new homesteads. Id. at 11.261g. (See exhibit#1 for example)

Current Optional Exemptions for City Residents:

The following exemptions are set for the disabled and individuals over 65 years of age:

- \$75,000 exemption from Brazos County, as well as a tax ceiling
- \$30,000 exemption from CSISD
- \$30,000 exemption from City of College Station

Options for Council to Consider:

Option 1: Continue with the city's \$30,000 senior and disabled exemption without implementing the senior and disabled tax ceiling.

Option 2: Adopt the tax ceiling for a specific year (current year or next year) recognizing the revenue loss will increase with each additional year.

Option 3: Adopt a resolution to put on the next scheduled uniform election ballot (May 12 or November 6).

Option 4: Wait for petition and put on the next scheduled uniform election ballot.

Exhibit 1

Portability Example

For city property tax purposes, persons who qualify for an over 65 exemption or a disabled person exemption on their homestead currently establish a “ceiling” on their tax amount when they apply and qualify for the exemption. The current City of College Station exemption for citizens over 65 is \$30,000 per homestead.

	Tax Ceiling Year	Final Year at Homestead
Homestead Value	\$160,000	\$173,000
Over/65 Exemption	<u>-\$ 30,000</u>	<u>-\$ 30,000</u>
Taxable Value	\$ 130,000	\$143,000

Tax Ceiling amount $.4394/\$100$ valuation = $\$1,300 * .4394 = \571 (tax ceiling amount)

Tax amount without enacting a tax ceiling = $\$1,430 * .4394 = \628 tax amount

As long as the homeowner continues to qualify for the exemption, their tax bill amount will not exceed \$571. The appraised value of the home can increase, and the tax rate can increase, but the actual tax bill paid will not exceed \$571 (unless substantial homestead improvements are made).

Transferring the homeowner’s tax ceiling to a different home gives the same tax benefit to the homeowner, but not the same tax ceiling. A tax ceiling on a new home would be calculated to give the homeowner the same percentage of taxes paid as the original home’s tax ceiling.

For example, a qualified homeowner had a city tax ceiling of \$571, but would pay \$628 without a city tax ceiling on the homestead. The percentage paid by the homeowner was 91% (\$571 divided by \$628, times 100). If the homeowner moved to a new home in that city, the owner will pay 91% of the city tax bill on the new home. If the new home’s city taxes were \$1,000, then the owner would have a tax ceiling of \$910 (\$1,000 times 91%).

252,688,454	Senior Taxable Value
3,802,482,092	All Other Taxable Value
4,055,170,546	Taxable value (all property)

	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17
General Fund O&M Rate	0.1910	0.1910	0.1910	0.1910	0.1910	0.1910	0.1910	0.1910	0.1910	0.1910	0.1910
Debt Service Rate	0.2484	0.2484	0.2484	0.2484	0.2484	0.2484	0.2484	0.2484	0.2484	0.2484	0.2484
Total Rate	0.4394	0.4394	0.4394	0.4394	0.4394	0.4394	0.4394	0.4394	0.4394	0.4394	0.4394

Ad Valorem Collections with Senior Ceiling

	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17
Growth Factor		6%	5%	5%	4%	4%	4%	4%	3%	3%	3%
Senior Value	252,688,454	267,849,761	281,242,249	295,304,362	307,116,536	319,401,198	332,177,246	345,464,335	355,828,265	366,503,113	377,498,207
All Other	3,802,482,092	4,030,631,018	4,232,162,568	4,443,770,697	4,621,521,525	4,806,382,386	4,998,637,681	5,198,583,188	5,354,540,684	5,515,176,905	5,680,632,212
Total Taxable Value	3,802,482,092	4,030,631,018	4,232,162,568	4,443,770,697	4,621,521,525	4,806,382,386	4,998,637,681	5,198,583,188	5,354,540,684	5,515,176,905	5,680,632,212
<i>Senior Taxes</i>											
O&M Taxes	482,635	482,635	482,635	482,635	482,635	482,635	482,635	482,635	482,635	482,635	482,635
Debt Service	627,678	627,678	627,678	627,678	627,678	627,678	627,678	627,678	627,678	627,678	627,678
Senior Taxes	1,110,313	1,110,313	1,110,313	1,110,313	1,110,313	1,110,313	1,110,313	1,110,313	1,110,313	1,110,313	1,110,313
<i>All Other</i>											
O&M Taxes	7,262,741	7,698,505	8,083,431	8,487,602	8,827,106	9,180,190	9,547,398	9,929,294	10,227,173	10,533,988	10,850,008
Debt Service	9,445,366	10,012,087	10,512,692	11,038,326	11,479,859	11,939,054	12,416,616	12,913,281	13,300,679	13,699,699	14,110,690
All Other	16,708,106	17,710,593	18,596,122	19,525,928	20,306,966	21,119,244	21,964,014	22,842,575	23,527,852	24,233,687	24,960,698
Total Taxes (senior ceiling enacted)	\$ 17,818,419	\$ 18,820,906	\$ 19,706,435	\$ 20,636,242	\$ 21,417,279	\$ 22,229,557	\$ 23,074,327	\$ 23,952,888	\$ 24,638,165	\$ 25,344,000	\$ 26,071,011

Ad Valorem Collections with No Senior Ceiling

	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17
Growth Factor		6%	5%	5%	4%	4%	4%	4%	3%	3%	3%
Senior Value	252,688,454	267,849,761	281,242,249	295,304,362	307,116,536	319,401,198	332,177,246	345,464,335	355,828,265	366,503,113	377,498,207
All Other	3,802,482,092	4,030,631,018	4,232,162,568	4,443,770,697	4,621,521,525	4,806,382,386	4,998,637,681	5,198,583,188	5,354,540,684	5,515,176,905	5,680,632,212
Total Taxable Value	3,802,482,092	4,030,631,018	4,232,162,568	4,443,770,697	4,621,521,525	4,806,382,386	4,998,637,681	5,198,583,188	5,354,540,684	5,515,176,905	5,680,632,212
<i>Senior Taxes</i>											
O&M Taxes	482,635	511,593	537,173	564,031	586,593	610,056	634,459	659,837	679,632	700,021	721,022
Debt Service	627,678	665,339	698,606	733,536	762,877	793,393	825,128	858,133	883,877	910,394	937,706
Senior Taxes	1,110,313	1,176,932	1,235,778	1,297,567	1,349,470	1,403,449	1,459,587	1,517,970	1,563,509	1,610,415	1,658,727
<i>All Other</i>											
O&M Taxes	7,262,741	7,698,505	8,083,431	8,487,602	8,827,106	9,180,190	9,547,398	9,929,294	10,227,173	10,533,988	10,850,008
Debt Service	9,445,366	10,012,087	10,512,692	11,038,326	11,479,859	11,939,054	12,416,616	12,913,281	13,300,679	13,699,699	14,110,690
All Other	16,708,106	17,710,593	18,596,122	19,525,928	20,306,966	21,119,244	21,964,014	22,842,575	23,527,852	24,233,687	24,960,698
Total Taxes (no senior ceiling)	\$ 17,818,419	\$ 18,887,525	\$ 19,831,901	\$ 20,823,496	\$ 21,656,436	\$ 22,522,693	\$ 23,423,601	\$ 24,360,545	\$ 25,091,361	\$ 25,844,102	\$ 26,619,425

Financial Impact	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	Average Amt Lost per Year	Total Amt Lost Over 10 years
Estimated O&M Lost to Exemption	-	(28,958)	(54,538)	(81,396)	(103,958)	(127,421)	(151,824)	(177,202)	(196,997)	(217,386)	(238,387)	(137,807)	(1,378,066)
Estimated Debt Service Lost to Exemption	-	(37,661)	(70,928)	(105,858)	(135,199)	(165,714)	(197,450)	(230,455)	(256,199)	(282,716)	(310,027)	(179,221)	(1,792,208)
Total Estimated Loss to Exemption	\$ -	\$ (66,619)	\$ (125,466)	\$ (187,254)	\$ (239,157)	\$ (293,136)	\$ (349,274)	\$ (407,657)	\$ (453,196)	\$ (500,102)	\$ (548,414)	\$ (317,027)	\$ (3,487,302)

Fiscal Year	General Fund	Debt Service	Total	% Change
FY08	\$ (28,958)	\$ (37,661)	\$ (66,619)	
FY09	(54,538)	(70,928)	(125,465)	88%
FY10	(81,396)	(105,858)	(187,254)	49%
FY11	(103,958)	(135,199)	(239,157)	28%
FY12	(127,421)	(165,714)	(293,136)	23%
FY13	(151,824)	(197,450)	(349,274)	19%
FY14	(177,202)	(230,455)	(407,657)	17%
FY15	(196,997)	(256,199)	(453,196)	11%
FY16	(217,386)	(282,716)	(500,102)	10%
FY17	(238,387)	(310,027)	(548,414)	10%
	\$ (1,378,066)	\$ (1,792,208)	\$ (3,170,274)	

**November 20, 2006
Workshop Agenda
Alternative Revenue Sources**

To: Glenn Brown, City Manager

From: Terry L. Childers, Deputy City Manager

Agenda Caption: Presentation, possible action, and discussion regarding possible Alternative Revenue Sources for the City of College Station.

Recommendation(s): Council consideration of various revenue options presented and provide direction to City Manager on potential sources of alternative revenues desired by Council.

Summary: The City Council set as one of its priorities during the June 2006 Council Retreat, the exploration and evaluation of Alternative Revenue Sources. Subsequently, the City Manager invited suggestions from the City workforce resulting in 158 suggestions. The suggestions fell into 3 broad categories:

- 1) New and updated fees
- 2) Transportation User Fee
- 3) PARD Concessions and Marketing

The Council will be provided proposals for each category of potential alternative revenues and an opportunity to provide direction on each category of Alternative Revenues.

Budget & Financial Summary: None.

Attachments:

Transportation User Fee
New Fees
Updated Fees
PARD Concessions

Executive Summary

Alternative Revenue Proposal

Transportation User Fee

Synopsis

The rapid growth of College Station is placing new and higher demands on the city's transportation systems. The ever increasing demands for additional roadways and transportation upgrades is outstripping the City's ability to pay for needed improvements. Three Texas cities (Bryan, Arlington, and Austin) have opted to impose a Transportation User Fee to fund transportation systems improvements and upgrades.

A Transportation User Fee imposed by College Station has numerous benefits to the community.

- 1) The fee provides a source of dedicated funds to make improvements to the growing transportation needs of College Station.
- 2) The identification of specific projects to be undertaken provides a direct connection between fees paid and projects completed.
- 3) Priority projects can be addressed in the near term rather than the long term.
- 4) Provides for a more equitable distribution of transportation costs to users of the street system.
- 5) Provides a stable source of revenue to support the development of the transportation system in support of Council's priorities and Transportation Strategy to increase mobility and connectivity.
- 6) Supports the Council's economic development priorities.

Fee Structure

The Transportation User Fee would be levied on all College Station Utility customers except churches, schools, and governmental customers. Residential customers would be billed at a \$10 monthly rate while commercial customers would be billed as follows:

- Small commercial users \$35 per month
- Medium commercial users \$55 per month
- Large Commercial users \$140 per month



Projected Revenue

It is projected the fee will generate \$4.7 million annually with residential customers generating \$3.2 million and commercial customers generating \$1.5 million.

Legality

This type of fee is currently used by other cities in Texas. The fee is not authorized by State legislation, but neither is it prohibited. Should College Station implement a Transportation User Fee, there is a possibility it would be challenged in court. Our legal position would be that home rule cities are allowed to levy taxes and this type of tax is not prohibited in any way.

Use of the Fee

Since the fee could be challenged, the revenues should be used for priority transportation capital projects as established by Council on a pay-as-you-go basis and not for operations and maintenance.

Category 2 - New and Updated City Fees for Services

	Proposal	Description	Committee Comments
P&DS	Increase development permit fees similar to building permit fees	Evaluate existing development related fees to determine the level of compliance with the City's cost recovery policy. Currently, City policy classifies license and permit fees as "full fee support" and calls for a 30% to 100% cost recovery.	
	City-wide Impact fees	Evaluate feasibility of establishing a city-wide development impact fee. The City is currently working with Rimrock Consulting to develop the methodology associated with such a fee.	
Wastewater	Surcharge for wastes of abnormal strength	Ch. 11 Section 6 - Industrial Waste Regulations has a provision that a surcharge can be added to a customer's bill for handling and treating wastes containing excess fats, oil, grease, biological oxygen demand, or suspended solids; the cost to treat each item and each facility's wastewater volume discharged would have to be determined; Water Services has sampled most of the area restaurants and can produce a base line for the listed items	This surcharge is supported by an existing City ordinance but is not currently enforced. The City has the right to test a wastewater sample from any utility customer requiring a oil/sand/grit interceptor. If sample tests above the waste acceptance baseline, the City has the right to charge an amount to cover the additional cost of handling and treating the wates. WWtr department will provide outline of how often the City has to test, how long the tests are good, and how the customer can contest the results. They will also provide an example analysis for a restaurant with surcharge revenue vs. cost to the city.
Sani	Anti-Litter Fee	City of Austin sanitation dept charges all residential electric accounts an anti-litter fee to pay for a number of services, including: street sweeping, dead animal collection, etc.	
Parks	Voluntary park fee on monthly utility bills	used in Abilene, TX to increase non-tax revenue to match a state grant; fee is \$1 for residential customers and \$2 for commercial customers and is received from generally 50-60% customers each month generating \$15,000 to \$20,000 annually	Parks to determine how funds would be utilized
	Services fees	set-up and reimbursement fees for special services such as stage use, field prep, etc. (revenue estimate = unknown)	Consider charging set up fees to outside organizations needing City equipment
	Meeting space	re-allocate meeting space for city facilities to maximize the use by "paying" customers (revenue estimate = unknown)	More information needed
Fire Related	Assume responsibility to staff and operate the Texas A&M ambulance service	Texas A&M Health Center has asked the College Station Fire Dept. to provide an estimate to take over the ambulance service for the University (possible income = \$100,000+)	
	Fee for fire inspections	a fee of \$10-\$20 could be assessed on all fire inspections (possible income = \$10,000 - \$20,000)	
	Fee for emergency and standby response to Texas A&M University	City currently provides response to emergency fire, emergency medical and hazardous materials call for service for no cost to the University; interlocal agreement in place to provide fire protection to the airport; fire department does assist with ambulance standbys and command post operations during sports events and special events as needed without cost to the University (possible income = \$500,000+)	TAMU currently pays for traffic control during game weekends. Explore option of having EMS time reimbursed.
	Franchise agreement with current ambulance transport	establish a franchise agreement with Legacy and Guardian ambulance service (possible income = \$500,000+)	Franchise agreement currently in place with EMS carriers
	Outsource EMS collections	increase collection rates and decrease costs	Currently under consideration

Category 2 - New and Updated City Fees for Services

Utility Customer Service	Delinquent fee	charged to customers that require disconnection of service for non-payment	8795 delinquent cut offs. Covers both connect and reconnect.
	Deposit amount	currently charge \$105 for electric and \$30 for water for residential customers; next year the average bill for these services will be around \$130. collect a deposit to minimize our exposure to loss that would cover 2 months of service or \$260; not necessarily revenue but we would have the opportunity to cover more of the final bill and we earn interest on money deposited	uncollected \$352,000 = .37% 1,355 write offs
	Connect fee for landlords	landlords ask us to connect services between tenants and are not on our automatic leave on agreement where we do not physically disconnect the service; we are not charging a connect fee for these short term connections but we might want to consider the normal connect fee for the service; most of these requests are short term for cleaning and showing the property and landlords and cleaning services will not like the change	make ready charge for landlords
	After-normal hours service calls costs	currently charging \$30 and her suggestion is to look at the cost of overtime and vehicle expense in that area as well	377 calls bringing in \$11,310
Miscellaneous	Credit card convenience fee	MasterCard Worldwide is launching a pilot program in which participating merchants are able to charge a convenience fee;	
	P-card program	most banks offer a rebate for average and accumulated spent, exploring cooperative agreement with City of Tucson or maybe the state (est. revenue = \$10,000-\$15,000/year)	Currently being explored by Purchasing
	Use eBay to auction surplus City items	give City much broader exposure to potential buyers which can equal greater return on items sold	Use of licensed auctioneer may be required. If so, look into changing requirement
	Affinity credit card program	South Sioux City, NE implemented program to generate additional revenue to fund miscellaneous projects related to parks and recreation programs; city receives 1.25% of each purchase made	Assuming no cost to City for implementing card, keep under consideration
More Info	New Fees	Christmas in the Park hay rides \$1000 @ \$1 each on donation boxes at the rides. (revenue estimate = \$1,000)	No charge for program; consider donation box
	New Fees	10 Starlight Concerts \$3 per person @ 2,000 per event (revenue estimate = \$60,000)	No charge for program; consider donation box
	Non-resident fees	surcharge for non-College Station residents on programs and facilities (revenue estimate = unknown)	Refer to Parks Advisory Board

Category 2 - New and Updated City Fees for Services

Not Under Consideration	Increase amount employees pay for health care coverage		Evaluated each year based on balance of employee benefits fund
	Transportation impact fees	a charge or assessment imposed on new development to generate revenue to fund or recoup the costs of capital improvements or facility expansion necessitated by and attributable to the new development; transportation impact fees need to be based on specific roadways in the CIP plan	Considered by Separate Committee
	Parking meters	at Veterans, Southwood, Bee Creek, and Central Parks (1,000 meters @ \$5/month) Conference Center (revenue estimate = \$60,000)	Concern over residents having to pay to park to see kids play sports
	Utility bill round-up	provide means to even out utility bills with funds designated for specific use (beautification projects) (revenue estimate = unknown)	Determining projects eligible for round up funds questionable
	Garage sale	city garage sale of surplus t-shirts and other stuff (revenue estimate = unknown)	City conducts online auctions. Ebay under consideration.
	Enterprise funds	establish athletics, EXTRA education and instruction, and other programs as "self-supporting" activities (revenue estimate = unknown)	In order for parks activities to generate revenue sufficient to cover all expenses (sal and benefits, supplies, etc), price would be greater than citizens willing to pay
	Selling traffic flow data	Tucson maintains its intelligent transportation system by selling traffic flow data collected by it	Existing open records standards dictate cost for providing information to the public
	Fiber optic network	Albuquerque has a fiber optic network connecting 19 downtown buildings through the city's sewers; the fiber provides faster connections than previous copper wire the area businesses depended on; city receives a percentage of the company's gross revenue from telecommunications carriers that lease the fiber optic network	Start up costs
	Charge for all alarm permits upon installation		No charge currently exists for permitting alarms. Difficult to determine who is installing alarms
	Transport ambulance service	purchase (2) transport ambulance and hire (9) paramedics to transport patients from hospital to hospital or to a medical facility on a daily basis (possible income = \$1 million+)	Would compete with private interests already providing service
	GIS garage sale map service	increase garage sale permit sales by offering a map similar to Bryan's; add to cost of permits since they add more value	Concern that staff time spent entering info would not be recouped by fee
	Subscription service for Northgate Web Cam	old Ags can log on for nostalgia or parents to check on children Thursday-Saturday evenings; or make it free to increase traffic to the website; web cam sponsorship would be valuable; similar to Strand Cam in Galveston	Start up costs; interest in program
Game day parking and concessions	allow game day parking in city lots for a fee with shuttles provided to and from the game, allow fire personnel to operate parking and shuttles; other features that could be offered include selling box lunches, football mums, and other COCS logo merchandise	No charge for parking at Post Oak Mall / shuttle service	

Category 2 - New and Updated City Fees for Services

Not Under Consideration	Increase fees that do not meet cost recovery policy	includes reviewing all existing fees to determine if they meet the cost recovery policy; some of the development fees are in this category; review all current fees and make adjustments as the cost of doing business continues to increase with fuel costs and with supply demands and increases; would include fees for fire system testing and approval, ambulance transport fees, emergency ambulance service to Brazos County, hazardous materials response cost recovery for all calls, parking tickets, etc. (possible income = \$100,000+)	
	Grants	be aggressive in finding and applying for grants	
	Increased parking fees	increase parking fees at City lots	Already in progress
	Court technology enhancement fee	allows court to purchase necessary equipment without relying on city budget allocations (\$4 in Sugar Land, TX; \$10 in Phoenix, AZ)	City currently collects Tech fee on all fines collected at Muni Court
	Pet Cemetery	start a pet cemetery in College Station @ \$100/space maybe more (revenue estimate = \$10,000)	Refer to Parks Advisory Board
	Increase drainage utility fee	will better fund drainage capital projects and drainage operations and maintenance; current fee is \$3.50 per residence per month	
	Aluminum cans	collect and sell aluminum cans at city facilities (revenue estimate = unknown)	City currently collects revenue from aluminum cans through curbside recycling and cans collected at City facilities.
	Large brush/bulk collections	Schedule item pickups on a quarterly basis instead of weekly and charge a fee for out-of-cycle collection requests; City currently provides a second day for garbage/trash/bulky item pick-up; a fee should be set up for this extra pick-up day (possible income = \$100,000+)	
	Telecommunications Infrastructure Maintenance Fee	imposes fee of 2% of the gross charges on city customers for telecommunications services originating or received within city limits	Could look at implementing. More info needed
	Flat fee to cell phone users	done to offset losses to franchise revenue caused by users switching from landlines to wireless phones; Baltimore, MD pioneered the practice and call it an excise fee instead of a tax; would be controversial and difficult to implement; MD courts recently reaffirmed Baltimore's right to levy the fee	Could look at implementing. More info needed
	Catering fees	charge a percentage to caterers at city facilities (revenue estimate = unknown)	Not recommended by parks
	Charge for tables or booths at Starlight Music Series	charge \$50 or more for those wanting to set up booths at the concerts or other events	City currently receives a commission on gross receipts for vendors at starlight music series
Annual Subscription fee for vendor registration	Charge vendors who want to receive automatic notification of upcoming bid opportunities with the city	Could limit the number of vendors receiving bid notification (currently free), leading to higher costs for the city	

Executive Summary Alternative Revenue Proposal New and Updated Fees

Synopsis

City Council has an adopted fee policy which provides for the levying of fees for various services and programs. The existing cost of service model acknowledges 1) not all services provided by the City can be supported through general tax revenue; and 2) various services and programs are more aptly paid by the user than the general taxpayer. The current policy contains three levels of cost recovery:

- 1) Full fee support (80-100% recovery) will be obtained from enterprise operations such as utilities, sanitation, landfill, cemetery, licenses, and permits.
- 2) Partial fee support (50-80% recovery) will be generated by charges for emergency medical services, miscellaneous licenses and fines, and all adult sports programs.
- 3) Minimum fee support (0-50% fee recovery) will be obtained from other parks, recreational, cultural, and youth programs and activities.

College Station has over 100 authorized fees. There are several challenges associated with administering a fee structure of this magnitude.

- a. Appropriately categorizing each individual fee to match the 3-tier cost of service recovery.
- b. Resistance to fee increases by users which results in fees recovering less than the stated goal of Council policy.
- c. Administrative support required to support various fees which in some instances outweigh the revenue generated by the fee.

Policy Proposal on Fees

Prior to presenting specific fee proposals, there is a need to address several issues.

- 1) Simplify existing fee structure. The number of fees levied by the City of College Station suggests a need to develop a more unified fee structure for ease of administration and to ensure equity. It is suggested fees be categorized into the following groups:

- a. Parks and Recreation fees
 - b. Development fees
 - c. Utility fees (electric, water, wastewater, sanitation, drainage, utility customer service)
 - d. Public Safety (EMS transport, fire prevention, and police fees)
 - e. Municipal court fees
 - f. Miscellaneous fees (fees that do not fit other categories)
- 2) **Examine the 3 tier cost recovery system within existing policy for efficacy and equity. The current policy needs to be examined in light of specific objectives to be achieved through the levying of fees. For example, utility fees need to consider not only full cost recovery but consideration of capital investment and return on investment. Development fees need to be examined in light of whether the total cost of new development processing will be charged to the user or will the taxpayer be expected to support new development activities.**
 - 3) **Annual review of fees. Currently, all fees are not reviewed annually. The notable exception are Parks fees.**
 - 4) **Affirmation of the existing cost recovery policy in which the city will seek to recover its costs for services rendered at minimum and to no greater degree than specifically authorized by Council for additional charges needed to satisfy fiscal policies.**
 - 5) **Provide for an automatic rate adjustment annually not to exceed the Consumer Price Index as published on January 1 each fiscal year.**
 - 6) **Examine the use of block fees for various services, e.g., development fees.**

Fee Adjustments

As a practical matter, many existing fees will need to be adjusted systematically over the next 2-3 year period to bring them in line with the current cost recovery policy of the Council. In presenting specific fee adjustments, the administration proposes to 1) identify full cost recovery for all fees and adjust each fee to reflect whether it is a full cost recovery, partial cost recovery, or minimum cost recovery; 2) recommend a 1-3 year adjustment strategy for the fee to achieve the level of cost recovery based on Council policy; and 3) once a fee has reached the desired level of recovery, apply the automatic inflation adjustment to keep the fee current within Council policy.

It is also suggested that every fee be examined in the context of whether the fee is necessary, cost effective, or should be combined with another fee.



New Fee Considerations

Through the Alternative Revenue Sources (ARS) process, 29 new fees were suggested. They range from the implementation of a city wide impact fee to levying an anti litter fee. The list of new fees is attached to this Executive Summary.

Executive Summary

Alternative Revenue Proposal

PARD Concessions and Marketing

Synopsis

The sale of concessions items in city facilities is an untapped market. It is proposed to aggressively seek opportunities to provide, for profit, food, drink, snack and souvenir sales at all venues and events where this activity will generate a positive cash flow. This includes municipal athletic facilities, special events, public functions, concerts and other appropriate activities. The viability of concession operations is enhanced by the significant capital investment in new facilities at Veterans Park and the Wolf Pen Creek Amphitheater which serve thousands of visitors annually. In addition, existing facilities in other parks as well as new facilities planned for Adamson Lagoon swimming pool add to the potential of this venture in the future.

Managed Competition

It is proposed to use *Managed Competition* as the preferred method to identify an operator to provide concessions at all PARD facilities. Managed competition provides an opportunity for both internal and external parties to submit proposals to operate concessions under an agreement with the City. It provides for the best opportunity to insure the concessions operations are managed as a for profit business enterprise with a strong emphasis on customer service.

The *Managed Competition* process will include the following elements:

- 1) Development of a formal Request for Proposals to seek competitive bids for vendors;
- 2) Investigation of potential vendors and creation of a qualified bidders list;
- 3) Development of an impartial process to evaluate both internal and external proposals to determine the one that is most advantageous to the City of College Station in terms of revenue and service.

Marketing

The Alternative Revenue Sources (ARS) Team evaluated the potential of joint marketing opportunities and corporate sponsorship as a possible source of revenue. The revenue potential is not believed to be substantial while creating adverse public reaction to wholesale private identification with City events and facilities. It is proposed to develop a corporate sponsorship policy for future Council consideration which would clearly define under what circumstance the City would seek and authorize corporate sponsorship. The revenue potential is likely to be minimal but could assist the City in underwriting various events and programs.

**November 20, 2006
Workshop Agenda
Red Light Camera System**

To: Glenn Brown, City Manager

From: Terry L. Childers, Deputy City Manager

Agenda Caption: Presentation, possible action, and discussion regarding possible implementation of Red Light Camera System for the City of College Station.

Recommendation(s): Council consideration of a Red Light Camera System and provide direction to City Manager to develop a specific proposal for formal Council consideration.

Summary: The Council is requested to consider the deployment of a Red Light Camera program in College Station. The primary motivation to consider the deployment of the Red Light Camera System is traffic safety. Recent national studies indicate accident reduction rates between 25-30% in intersection injury crashes. Based on an analysis of College Station's accident data, the installation of a Red Light Camera program could benefit the traveling public. A full presentation will be made during the Workshop to assist the Council in evaluating the potential benefits of a Red Light Camera System to improve traffic safety in College Station.

Budget & Financial Summary: Unknown at this time.

Attachments:

Red Light Camera Program

Red Light Camera Program

Red light camera photo enforcement is a growing trend in Texas cities. Photo enforcement is accomplished by city ordinance establishing the violation as a civil offense (like parking tickets) as opposed to a criminal offense (ticket issued by an officer). While public safety is the single most important reason to implement such a program, other agencies in Texas have used revenue generated from such a program for safety or transportation related projects.

SAFETY FIRST – CRASH and CITATIONS ANALYZED

National and State Statistics

Red Light Cameras are currently used by over 150 United States communities in 20 states and the District of Columbia. For 2003, the most recent year for which statistics are available, there were 206,000 red light running crashes, resulting in 934 fatalities and 176,000 injuries (U.S. Department of Transportation, January 2005 as cited by Insurance Institute of Highway Safety). Recent studies show that photo enforcement leads to 25-30 percent reduction in intersection injury crashes (National Campaign to Stop Red Light Running). The Federal Highway Administration in April 2005 reported “a modest to moderate economic benefit” to jurisdictions that installed the cameras, which yielded an average of \$39,000 to \$50,000 annually at each intersection where they were in use.

A recent study conducted by the House Research Organization – Texas House of Representatives, July 2006, collected data from around the country at 132 intersections. The study found the cameras caused a reduction in right-angle crashes but an increase in rear-end collisions. Although data for intersections with and without cameras were nearly identical in terms of the total number of crashes, the study concluded that cameras can reduce costs because broadside crashes are more dangerous and cause greater damage than rear-end collisions. The financial impact of crashes resulting from red light running in Texas is estimated at between \$1.4 billion and \$3 billion annually in medical, insurance and related expenses.

College Station Traffic Data and Analysis

Table 1 and Table 2 respectively provide information from the Police Department regarding the top locations where red light running citations were issued as well as top locations where crashes resulted from a motorist running a red light. The data in these tables are from a 33 month time period beginning in January 2004 and ending in September 2006.

Table 1 shows the number of citations issued to motorists running red lights at the intersections along Texas Avenue typically decreased between 2004 and 2006. This is thought to be result of the construction on Texas Avenue to widen it to a 6-lane roadway with a median. While it was difficult to enforce the traffic laws at the intersections of Texas Avenue prior to the beginning of the widening project, the construction further complicates the police department's ability to perform enforcement at the intersections. The data from Table 1 cannot be broken into travel directions, which would reveal the intersection approaches where motorists most often disregard the red light. The number of citations is a direct result of the police department's ability to monitor and enforce the red light.

Table 1. Top Citation Locations

Main Street	Intersecting Street	Number of Citations			
		2004	2005	2006	Total
Texas Avenue	Walton Drive	318	216	173	707
Texas Avenue	G. Bush Drive	413	159	28	600
Texas Avenue	University Drive	132	193	106	431
Texas Avenue	Holleman Drive	42	64	74	180
Texas Avenue	Harvey Road	116	42	---	176
Texas Avenue	SW Parkway	---	---	---	79
Harvey Road	Dartmouth Street	---	---	---	63
SW Parkway	Wellborn Road	---	---	29	61
University Drive	South College	---	---	29	50
University Drive	Spence	---	---	---	39

The data from Table 2 provides information regarding the offending travel direction. An examination of both tables, indicates that the corridors with the most problems are Texas Avenue, University Drive, and Harvey Road.

Table 2. Top Crash Locations

Main Street (travel directions)	Intersecting Street	No. of Crashes	Travel Direction			
			NB	SB	EB	WB
Texas Ave. (NB/SB)	Holleman Drive	10	2	4	0	4
Univ. Dr. (EB/WB)	South College	8	0	1	3	4
Univ. Dr. (EB/WB)	Tarrow Street	7	0	1	4	2
Harv. Mit. (EB/WB)	Longmire Drive	6	---	---	---	---
Texas Ave. (NB/SB)	University Drive	6	0	4	2	0
Univ. Dr. (EB/WB)	SH 6	6	---	---	---	---
Harvey Rd (EB/WB)	Munson Avenue	5	---	---	---	---
Harvey Rd (EB/WB)	G. Bush Drive East	5	0	1	1	3
Texas Ave. (NB/SB)	Walton Drive	5	4	1	0	0
Texas Ave. (NB/SB)	Brentwood	5	---	---	---	---

Procedural Decision Points

Outsourcing – College Station can outsource the entire red light photo enforcement program (with the exception of the validation process) to an outside vendor or can retain the collection process in-house, which would require an increase in staff. Outsourcing the entire program initially would allow College Station to evaluate the success of the program with very little risk to the city. On the other hand, should the city decide to handle collections in-house, it would be difficult to dismantle that process in the event that the city decides to terminate the program.

Ordinance – Many cities that have already implemented this program have similarly modeled their ordinance. In order to remain consistent with these cities, College Station should consider a similar ordinance. The major points of the ordinance provide:

- a. a civil penalty for creating dangerous intersections;
- b. registered owner liability;
- c. a \$75.00 fee and a larger fee for the third violation or more in a twelve-month period;
- d. a \$25.00 late payment fee;
- e. a process for contesting the civil penalty;
- f. affirmative defenses to the civil penalty (i.e. proof that the vehicle has been sold, or that another was operating the vehicle without the registered owner's effective consent);
- g. a process to appeal an administrative finding to municipal court;
- h. that all fees collected will be used for a specific use like public safety, traffic safety, traffic improvements and intersection improvements.

Awarding Contract – College Station can either use a Request for Proposal process or can use the current contract with approved vendors through HGAC. The fees appear to be competitive for either. The contract should provide: (a) a flat fee payment structure; (b) that the program will pay for itself; (c) a provision that permits termination with no cost to the city in the event that the program is banned by legislation; (d) that the City will maintain control of the designated intersections including control of the light sequencing, timing, etc.; and (e) that the cost of the equipment, its installation, operation and maintenance will be the responsibility of the vendor.

Grace Period – Red light photo enforcement programs typically provide an initial grace period in which violators receive a warning rather than a notice of violation. College Station, with its high student population, may consider more than one grace period in order to warn new students at the beginning of each academic year. These grace periods may be unnecessary after the first two years as most students should be familiar with photo enforcement, as more and more hometowns adopt similar programs.

Public Education – The success of a red light photo enforcement program depends upon community support. Dialogue with the City of Bryan, Texas A&M University, the school district, local businesses and other community organizations. Media coverage and the tone of the media coverage is critical to program success. One or more city employees should be designated the city’s spokesperson for the program and should be trained accordingly. Involvement of the College Station Police Department may enhance credibility of the program.

Use of Generated Revenue – Public perception of the revenue generated from a red light photo enforcement program will be critical to its success. The program is more likely to be supported by the community if the revenue is targeted for programs like transportation improvements. Limiting use of the generated revenue to specific needs will also help defeat any legislative attempt to curtail a city’s authority to implement these programs.

Red Light Photo Enforcement Process

Once the City Council approves the process and adopts an ordinance, and once the City has selected a vendor and completed site selection, the program will be implemented.

The procedural steps should be as follows:

1. The vendor will install the system at selected intersections.
2. The vendor will process violations, discarding those that are obviously unenforceable (i.e. license plate obscured), and send remaining violations to the city for validation.
3. City personnel will validate the violations, discarding those that cannot or should not be enforced.
4. The vendor will process those remaining valid violations (identify the registered owner) and send out the Violation Notice.
5. Payments will be made to and processed by the vendor.
6. Appeals will be made in writing to the vendor.
7. The City will receive payments from the vendor or will provide an administrative hearing for those appealing.
8. Appeals from the administrative hearing will be made to municipal court.
9. Violations not appealed or paid will be referred by the vendor to a collection agency.

Program Evaluation

Evaluation of the program after its implementation will be critical to its success. College Station should be able to demonstrate to the community and the state that the red light photo enforcement program had the desired result of reducing collisions, injuries, and property damage at intersections. The City should also be able to demonstrate that the program generated enough revenue to pay for itself and that any additional revenue was used for other transportation projects. Finally, the City should be able to evaluate the costs and benefits of potentially administering the collection in-house.

TIMELINE and MILESTONES

- ✓ November 1, 2006 Proposal submitted to City Manager office for review and consideration
 - ✓ November 20, 2006 Present proposal to Council for conceptual approval
- Assuming Council approves -*
- ✓ November 20, 2006 Start Public Relations campaign (and continue throughout program implementation)
 - ✓ December 2006 Determine proposed intersections and approaches
 - ✓ December 2006 Draft RFP or evaluate vendors on HGAC contract (or other approved contract vehicle)
 - ✓ January 2007 If using RFP, release RFP and evaluate responses (skip this step is using HGAC contract)
 - ✓ February 2007 Select lead vendor and enter negotiations
 - ✓ March 2007 Take contract and ordinance to Council
 - ✓ March 2007 With vendor assistance, finalize list of intersections and approaches
 - ✓ March 2007 Take (TxDOT) Amendment to Municipal Maintenance Agreement for the Furnishing, Installing, Operation and Maintenance of Cameras on State Highway Rights-Of-Way to Monitor Compliance with Traffic-Control Signals (as amended August 24, 2006)
-
- ✓ April 2007 Co-ordinate with TxDOT District Office for placement on TxDOT road intersections
 - ✓ April 2007 Install and test equipment
 - ✓ April – May 2007 Grace Period (test and evaluate installation and processes during this period) (Note: the Council may wish to grant a grace period at the beginning of each semester)
 - ✓ June 2007 Start enforcement
 - ✓ September 2007 90 day preliminary evaluation update to Council
 - ✓ December 2007 Provide 6 month evaluation
 - ✓ June 2008 Provide 12 month evaluation

CONCLUSIONS

Should the Council approve implementation of such a program in College Station, the primary goal should be to save lives by reducing the incidence of red light running and life-threatening injuries it causes. In conclusion, a successful program for the City of College Station should take the following information into account:

- ✓ Speeding enforcement in school zones should be researched further and considered after the successful implementation of a red light photo enforcement program
- ✓ Create ordinance establishing fees and appeal process

- ✓ Solicit proposals or contract with approved vendor on an existing cooperative program
- ✓ Pre-determine use of generated income
- ✓ Establish grace period(s)
- ✓ Approve a cost neutral contract. The City would not be obligated to pay expenses greater than revenue received.
- ✓ Establish a comprehensive public education campaign
- ✓ Conduct a study within the City of College Station with an approved vendor which would assist in identifying most appropriate locations and provide more accurate revenue projections.
- ✓ Install the cameras along different corridors within the City to provide the best coverage.

**November 20, 2006
Workshop Agenda
Update on Comprehensive Plan Process**

To: Glenn Brown, City Manager

From: Lance Simms, Acting Director of Planning and Development Services

Agenda Caption: Presentation, possible action, and discussion regarding an update on the comprehensive plan process.

Recommendation(s): N/A

Summary: Staff will provide Council with an update on the comprehensive plan process including results from focus group meetings, CPAC meetings, upcoming public input opportunities, and Council / P&Z Commission briefings.

Budget & Financial Summary: N/A

Attachments:

1. Focus Group Summary



College Station Comprehensive Plan Update

FOCUS GROUP SUMMARY

On October 26-27, 2006, a series of small-group interview sessions was conducted as part of the “Discovery and Reconnaissance” phase of our work program as consultant for the College Station Comprehensive Plan Update. These “focus groups” consisted of one-hour discussions between Gary Mitchell, AICP, principal of Kendig Keast Collaborative (or Sean Garretson with TIP Development Strategies for the two Economic Development sessions) and anywhere from 10 to 30 community members in each session. Participants offered their insights and concerns about current conditions in College Station and their ideas and preferences as to how the community will develop over the next 20 years and beyond.

These informal conversations, together with the broader input to be received through the upcoming Citizens Congress on December 4, 2006, will become the foundation of the City’s new long-range plan. The plan is issue-driven, meaning that it began with issues identification, moved into exploration of the nature and cause of these issues, and will result, ultimately, in an expressed deliberate course of action to overcome obstacles and resolve difficulties to achieve the community’s overall vision for the Year 2025.

The following topical sessions were completed over the course of the two days (City staff documented the attendance by session). Some topics were repeated due to greater interest. Concurrent sessions on Transportation and Economic Development were held on Friday.

Thursday, October 26

1. Historic Preservation (9:00 a.m.)
2. Transportation (10:00 a.m.)
3. Growth Management (11:00 a.m.)
4. Parks and Greenways (1:00 p.m.)
5. Land Use & Community Character (2:00 p.m.)
6. Housing & Neighborhoods (3:00 p.m.)

Friday, October 27

7. Growth Management (9:00 a.m.)
8. Economic Development (10:00 a.m.)
9. Transportation (11:00 a.m.)
10. Economic Development (11:00 a.m.)
11. Transportation (1:00 p.m.)
12. Land Use & Community Character (2:00 p.m.)
13. Growth Capacity (3:00)

On the following pages are summary notes from the focus groups, compiled by topic.

ECONOMIC DEVELOPMENT

Barriers

- Barriers to diversifying the economy have been transportation, no interstate, airport – businesses want to be able to get in and out fast.
- Need to focus on infrastructure needs; don't have the workforce we need, and the ability to get people to and from here is a challenge (i.e., they get stranded at the airport).
- Need to improve airport if you want to bring in more national people and businesses, airport is a need that we as a community have very little control over because it is owned by the university.
- Lacking in urban character and housing appeal. Great place for college, great place to raise a family, but not for those in between. People want to move to downtown, want a townhome. Currently the city lacks character.
- You have a great talent base, but you need to transform College Station (CS) into a cooler community in order to retain youth.

Opportunities

- Need to develop partnerships with Texas A&M University (TAMU).
- Need to keep talent here by diversifying economy.
- Need to recruit commuter-type, full-time jobs with benefits – everything that comes here is part-time, except government.
- Northgate – potential as a “cool” place. City needs to look at what attracts 25-40 year olds.
- Figure out a way to get to Intercontinental Airport in less than an hour.
- Entertainment areas along the creek, tie into amphitheatre, like Market Street in The Woodlands.
- Work with TAMU to tie everything together through a transportation corridor – Northgate, University, creek.
- Bring Northgate back a little, with “live-work” businesses.
- Mall – develop strategy to help retail market become more viable.

GROWTH CAPACITY (Utility Infrastructure & Public Services)

Drainage

- Underbrush needs to be cleared from waterways.
- Problem for those who live near floodplain – when it rains you end up with rivers in people's backyards.
- Police Department – entire back where they store the equipment is built on a pond, so they have to move all vehicles when it rains.
- This is routine, happens every time you get over three inches of rain.
- Water sits for days in areas that do not have curb and gutter.

Water

- Drinking water is disappearing – salt water, desalination plants as an option.

- No plan to go to surface water, sitting on one of the best aquifers, it is recharging, will put a cap on the number of new wells.
- Looking at desalination locally, so it won't be pumped from the Gulf.
- With some conservation measures can get peaking factor down.
- Will start pumping effluent for irrigating playing fields. Can wastewater be used to irrigate boulevards? If you can get it there economically (difficult).
- Don't think it is possible to convince developers to institute water conservation measures until it is necessary.
- City of Coppel uses plants for streetscaping that require very little water.
- Water resource coordinator has worked with the planning department to offer incentives when people use xeriscaping.
- Aquifer is 3,000 feet deep – Region G water planning group (through Texas Water Development Board) has done studies on how much growth this will accommodate.

Wastewater

- Sewage is a concern, extending CNN area in the ETJ.
- Two treatment plants, one at one-quarter capacity and the other at two-thirds capacity.
- City of Bryan is building a plant on the west side, and CS is currently working with them to take some capacity on the west. CS will build a facility on the east to take sludge, so that will increase capacity at Carter Creek.
- There are no developer Municipal Utility Districts (MUDs) in the CS area (but other utility providers).

Police

- Currently have 1.3 officers per 1,000 persons – national standard is 1.7 per 1,000. Currently working with City on their projections and going through five-year plan to see what growth is going to be like.
- Police concerned with area growth and staffing levels that are necessary.
- How do we compare to other cities of our size? When compared to police departments of 24 other cities we were third lowest in terms of staffing levels.

Fire

- Went up 12 percent on calls in 2004; 2005 and 2006 had 20 percent increase.
- Call volumes are up in north-end university area – large opportunity for loss. Need more resources in north, but growing toward the south. So need more fire stations in the south, will have to add more stations (on east side of SH 30).
- Police help with fire emergency response, depends on where the officer is.
- Traffic on SH 6 has increased, improvements on Texas will help.
- Fire Department response-time goal is five minutes – can do that for 95 percent of city, on SH 30 cannot even with the opening of Fire Station 6. Will continue to need connectivity as city grows south, east and west.
- Currently respond all over Brazos County, assist TAMU as needed, do hazardous materials response for the seven counties around us.

Development Impacts and Issues

- Developers install nearly everything – need more strategic thinking on where utilities could be encouraged.
- Developable acres in the school district that have sewer – there is a 15-year supply. What if we extend sanitary sewer beyond the city limits into other school districts?
- Sewer is the key for development, can always get water.
- Oversize participation is great help to developers.
- Have done impact fees in some areas, looking at system-wide impact fees.
- Regional detention has worked in other places, could be an amenity.

School District

- Schools are growing 3.5 percent per year. District waits to see where the kids are going to be and then put the schools there. Growing in K-3 and then staying stagnant.

Other Issues

- Electrical supply – should we offer incentives to encourage efficiency? Currently trying to buy a baseload.
- Have not pulled together all the different service plans.
- All facilities will need to start adding staff to deal with growth, and then you will have to expand facilities.
- Library – need to look at options for expansion.
- Entire array of City services will need to be expanded to accommodate growth – how? City will have new sales tax dollars, but there will be a lag time between that and service provision.
- Need for economic development effort to match what we are doing as a city – we are going after businesses, but we have more people than we can accommodate.
- Right now we are subsidizing TAMU – need a better tax base.

GROWTH MANAGEMENT

Current Growth Patterns and Issues

- CS is a destination and is definitely growing – we need to manage growth but won't be able to shut it off.
- Growing better than we are managing – growth is occurring fast.
- Opportunities for infill – some are being done properly, but there are other opportunities.
- Not doing a good job of managing the growth.
- Despite this we are ending up with a nice community – we have nice neighborhoods.
- Not doing a good job of managing growth outside the city limits – sprawl.
- Redevelopment is more difficult than new development – need to encourage development at the core – this will help problems at the periphery.
- Leaving so many structures empty, it is becoming an eyesore.
- You can't stop growth, so you need to manage it.
- We are trying to control growth; however, the harder you try to control the worse it gets – too much control can pose more problems (like Fairfax VA, Austin).

- Would like to see Bryan get some of the growth, even though they are getting more than they were 10 to 20 years ago.
- Taxpayers are going to have to be aware that they will have bear a burden if they want City to manage growth.

Factors Influencing Growth

- Getting to TAMU – development is going in where the Aggies buy their food, where they live, where they recreate, and how they get to A&M.
- Explosion of growth outside the city limits – at some point these areas may be annexed, so we can't just focus on growth in the city.
- Part of what is happening is beyond our control – we live in the orbit of Houston, Navasota will eventually become a bedroom community for Houston.
- Texas will get a significant amount of growth (15 percent increase over the next decade) – we are in the center of that, that has huge implications for CS. Need to change attitude from growth management to growth accommodation. Need things that will diversify the tax base so we can afford to accommodate the additional growth. How are we going to pay for infrastructure? How are we going to get ahead of the growth curve? How are we going to handle sanitary sewer, drainage basins?
- Why is growth occurring south and not on the other side of the Bypass?
 - Available land for development.
 - Floodplain.
 - School district boundaries (positive perception of College Station ISD).
 - Carter Creek east, Bryan to the north, huge magnet (Houston) to the south.
 - Growing number of people working in/toward Houston.
 - Rail initiative in Houston – all the way to CS? Then we will become the bedroom community of Houston.
- Retiree population – getting more and more of it, already have a weekend home market.
- Increase in student population at TAMU, and it's driving down home prices.
- Population growth due to our location as the hub between population centers in the state. This is a bedroom community that will ultimately expand into Navasota, and the opening of the SH 6 corridor will be the beginning.
- 35-50 years is the bedroom community cohort that can afford the commute and the homes.
- TAMU will continue to grow – need housing and infrastructure to support that.
- Don't want to be an Austin, but there are opportunities along those lines. We are the Research Valley. We do offer a family-oriented community.
- Quality of life is nice, TAMU is good, and some students don't leave; outlying areas impact CS because they commute in and spend their money here.
- Huge drop in property values as you cross the school district line to the south into Navasota.
- Very family-oriented town, and the City is good about supporting that. The schools are very good. Families choose to come here because of the school district. There are several types of growth: TAMU, retirees, families, etc. The issue is when and where they intersect with one another. They are each looking for something different.

- Population growth (professionals) outstrips student population growth. Issue is the commercial developers who see opportunity and flood the market with types of development that does not have the growth to sustain it and it crashes.
- Would like to see some focus on the types of development that is being encouraged to come here – not necessarily all retail, need more higher-paying jobs so that people don't have to commute.
- There seems to be tremendous loyalty to the area – people want to give back to the community.
- B-CS essentially functions as a single entity. They feed off each other, and there should be a higher degree of cooperation.
- TAMU is the engine that drives the community. Surprised by some lack of accommodations made for students.

Growth Management Tools

- Zoning in the city, subdivision regulation, thoroughfare plan, utilities plans and extension policies, and impact fees are the major tools for growth management.
- Problem is looking to tools without looking at the comprehensive plan, which is the policy. For example, policy was to increase densities around university; however, every time we tried we were met with resistance, so the tool must be flawed or the City is not meeting it.
- There are areas where higher densities would work (e.g., area behind Bank of America). City needs to take the initiative and pursue this policy in targeted areas.
- Smart growth includes neighborhood connectivity, higher density, neighborhood commercial; however, whenever those items are proposed neighborhoods complain and then it falls to pieces.
- Need to make core development attractive because City doesn't have as much control in the ETJ.
- If the City changes zoning over time it will change the course of development.
- As a community we have required the builders to build infrastructure, with the City reimbursing 30 percent of the cost. The City should take the lead in building infrastructure where they want to see commercial and residential development.
- Need for balanced growth not smart growth. Have to have growth to keep the engine of City government going. How do we balance growth in terms of economic development, and who is going to pay for everything?
- Annexation – the City will begin to develop a three-year annexation plan as required by statute. Tremendous amount of pressure for development just outside the city limits. Concern over ability of City to aggressively annex and afford cost of providing traditional city services.
- Need to have a long-range annexation plan that is more visionary.

What Tools Are Not Being Used

- Want to protect the quality of life here. Need to think about the pace of consumption of land. Can't walk anywhere here – and that will continue to erode the quality of life. Mixed use is not a dirty word, and looking at other medium-sized cities around the state can provide solutions. Add walkability to the mix. Where will open space go? Is anyone thinking long term?
- Concerned about the City becoming very linear along Texas Avenue. Need annexation to provide for another 2818 out east. Concerned about all the strip malls going up with three to four stores empty – how many barber shops and nail shops can you handle?
- Planning & Zoning is more loyal to developers than to the residents. Recommendations that come to City Council seem to focus on ways to accommodate the developers.

- Enforcing comprehensive plan and zoning regulations is a matter of political will. Also developers run to Austin to complain about local regulations. Cities need to be more aggressive with the state legislature too.
- Walkability sounds good, but people are not going to use it – no one is going to walk to the grocery store in the dead of summer. People want more police/fire protection – where does that money come from?
- Not true – survey done last year shows a consensus among students that those who can walk places do. South of Rock Prairie people are living next to commercial properties. Just because it's hot people still walk.
- City is behind in annexation. Growth here is in many directions – have infill in small areas throughout the city.
- Are rules in place? Mixed use was in place for some time, but there has to be a change in the mindset. There's a lack of consensus.
- Taking tracts that need infill, for example – only the 10% who complain show up. Few show up to support the City.
- Public transportation – cannot have an all-car solution. There are regional plans under way at the Council of Governments (COG), but there must be solutions at a reasonable price. How many students use the buses now? Where do you spend your money?
- As the community meets a certain threshold the focus is not on public transportation but on where are people when they get off the bus? Do they have to get in the car? The two highest public transit users are seniors and students.
- Projects around town need to be more pedestrian friendly. Need more sidewalks for example.

What is Working Well

- Some of the redevelopment at George Bush and Texas has been good. Culpepper Plaza is due for redevelopment. City should encourage some smaller developments – don't need massive developments.
- What about vertical development? Is that being encouraged? Land is so cheap here there's no incentive. Northgate is the only area where two stories is required in all three sections, and that is tough. Driven by the economy.
- Didn't move here to be in the city – could stay in Houston for that. Want to have a yard and place for kids to run. Want a little space. Developers are essentially building what we evidently want.
- The majority of developers here live here. A lot of them want multi-modal mixed use. Most of our planning staff lives here too. The old comprehensive plan was not great, and it's been too long since the last update. Maybe cluster development is a good option that should be considered.
- B-CS is the regional hub for the Hearnese, Navasotas, etc. – because we want those dollars to support our City services. Some regional economic development is necessary with some scale – residential development is not enough to expand the tax base.

Other

- South of George Bush Drive – someone bought a home for \$300K and then tore it down.
- Why is growth occurring in the county? One factor is the difficulty of getting projects done where the City controls them – if it were easier you might see more development. Need to change the development process – outside the city is always easier because there are hardly any regulations.

- There are opportunities within the city center that will help the city grow. The City should encourage appropriate development through city-initiated zoning changes and street abandonment. Make the city more attractive for development, and give developers/businesses a good place to build.
- We have good staff in the planning department; however, the process is difficult – for example, staff is working with ordinances that were written 20 or 30 years ago. Ordinances and standards need to be consistent and easy to interpret.
- Development process – partly a function of the number of people, also a function of updated ordinances – subdivision ordinance needs to be in line with Unified Development Ordinance (UDO). Need to be holistic – right now have too much stuff in the system.
- More seniors are relocating to CS – it would be nice to see a senior community here.
- Growth management does not mean Texas Avenue.
- Growth management needs metrics – they disappear here when they don't bode well for the developers.
- We need to think about how the natural environment affects us.
- Disagree completely with limited housing developments – open ourselves up to fraud.
- Need easy access to Texas Avenue – that brings people here from outside the City.
- What happens to old apartment complexes in the inner city? Are we creating a donut hole?
- Need to look at loft apartments in Bryan as examples.

HISTORIC PRESERVATION

- “Heritage Conservation” is a better term.

Overlooked Assets

- Homes – more broadly neighborhoods, neighborhood integrity.
- Parks.
- Business preservation – older buildings.

Historic Resources at Risk

- Need historic conservation focus to form our identity – great place to raise a family but there's a lot more that people are missing. We have parks and places in the city that have a story that people are missing. We have a tendency to bulldoze.
- We need to identify what we have – our database needs some attention. Not only TAMU involved, but the schools aren't doing a good job of teaching through history. TAMU has done a better job within the past five years of identifying their resources, and there is now a master plan so it'll stop tearing down its own resources.
- Don't feel that people value older homes out on South Knoll – it's an area in limbo. Developers keep pushing you out to tear down and build new. The significance of homes that are 60, 70 years old is important.

Specific Areas Where Preservation is a Particular Concern

- A few months ago the City Council and the Historic Conservation Committee took a tour of homes that had been moved off campus – there is a great deal of interest.
- It's not just what was there in 1938, but CS has an identity – because of the neighborhoods. New residents have no ties to the neighborhoods – Foxfire has a distinct identity and should be valued

as much as the South Knoll neighborhood, but in different ways. CS has a broader identity than TAMU.

- Cypress Meadow south of Rock Prairie – there’s a transitory nature to the community.

Lessons Learned

- The historic preservation should be connected visually – unified design style where things are tied together so that people as they tour through town should be able to grasp the identity of the community. There’s no downtown but there are pockets scattered around that need to be connected.
- Don’t need each franchise at your doorstep – sprawl does not lead to a community’s identity.
- Mayor Boswell planted 5,000 live oaks to be distributed throughout the community. Brazos Beautiful made an effort to plant crepe myrtles. No one knows the story of how those efforts came about.
- There’s a tree on Munson Drive that dictated the flow of traffic because the City didn’t want to cut it down.
- Bryan had a head start because they had a downtown. Lee Street is an issue because of the huge homes going in next to historic homes that are 50+ years old.
- Under the City’s program, the owner requests the historic designation and it’s a process that is entered into a database. It’s just a recognition at this time.
- Does the City need to take it further? Many of the older neighborhoods do not have neighborhood associations. Without the resident interests – the City would allow inconsistent uses such as a duplex going into an historic neighborhood. The architectural committee has done some good, but the City identifies historic buildings as those that are 50 years old. South Knoll is a limbo area because they’re not quite 50 years, but they are of value.

Strategies Outside College Station

- In New England there’s an effort to save the old buildings.
- Bryan has done a wonderful job of preserving their downtown.

Other

- There should be more stringent guidelines for development in older residential neighborhoods.
- We do have Northgate – there are some restrictions/regulations in place, but there needs to be a balance. That’s the closest thing we’ll have to a traditional downtown. Trying to give businesses an opportunity to expand as needed and not cause economic challenges to the businesses.
- College Hills/Eastgate – TAMU drives this community, and with them attempting to preserve their history the City should follow suit.
- City neighborhood lunches sponsored by the City and historic preservation committee. They happen 10 months out of the year and are filled each month – they’re “marvelous.” It’s an opportunity for people to connect with each other. They are scanning old newspapers and other artifacts.
- Need education for newcomers to the community.
- There is a museum group forming for the Brazos Valley.
- HOLD – Historic Online Database. Effort to compile any and every aspect of CS life.
- People should make more effort to be neighborly. It’s hard to get to know each other.

HOUSING & NEIGHBORHOODS

This Comprehensive Plan will not be Effective if it Fails to Confront ...

- Affordability.
- Code enforcement and the volume of renters in the community.
- Rental properties in College Hills and other places – how can the City better deal with renters?
- College Park – maintaining the character of the town; Oak Park is building “McMansions” out to the lot line, and concerned that it will occur in College Park; there are no deed restrictions and no neighborhood associations in this area.
- Character and identity.
- Criminal activity – ordinance violations.
- Rental registration – difficult to determine who owns the house so that code enforcement could be accomplished.
- There are a lot of areas that are in transition, underutilized, and in need of redevelopment.
- Neighborhoods are the backbone of this community.
- There must be a way to prevent every house from becoming a rental house that is not cared for.
- Pershing Park – parking on the streets; parking on Anderson near the soccer fields was a nightmare; Pershing and Shetland and now four trucks park there overnight and it makes life difficult.
- Integrity, neighborhood planning, code enforcement.
- Overall traffic and parking throughout older residential neighborhoods.

Specific Areas Where Housing Issues are of Greatest Concern?

- Code enforcement – a violation notice is mailed to the owner, but no one follows up to see if the issue was resolved.
- Rental properties, parents buying homes for students.
- In one neighborhood homeowners made it clear to real estate agents that if they showed properties for rent the residents would not be giving them their business.
- Noise is a \$395 fine, the second time is a \$595 fine and a trip to jail. It’s effective.
- Northgate – the noise ordinances are not effective because they get ticketed as a nuisance issue not a noise issue (even though they monitor their own noise).
- College Hills – try to send a packet each time someone moves in to spell out what is expected of them. The president of the group is a realtor and tracks it.
- Wolf Pen – out of 48 units, 20 are students, and we are ringed by homes with dogs that bark endlessly and it’s difficult to control.
- We are upside-down in our ordinances – for example, trash pickup; the owner becomes the bad guy versus the renter, who should be fined unless it is explicitly spelled out in the lease agreement.

Other

- Affordable housing – on a national level we’re not riddled with red tape and we’re extremely affordable; there are some neat, nice opportunities, but you have to get on the outskirts to do it; infill is too difficult.

- Courting new businesses takes precedence over the folks that are already here (for example, Lincoln Avenue and the traffic signal being moved to Barnes & Noble). Which economic development takes priority – new or old?
- Thoroughfare planning – badly needed here – cannot comprehensively plan without one.
- Comprehensive planning needs to be followed up with neighborhood planning to drill down to the next level.
- Encourage diversity of housing stock – lots of single-family development.
- Need townhomes/duplexes near campus – very little zoning around to support it.
- “Game Day” development in Northgate – intended as high-end condos that will not allow students (geared toward alumni).

LAND USE & COMMUNITY CHARACTER

This Comprehensive Plan will not be Effective if it Fails to Confront ...

- Quality of life.
- Growth.
- Compatibility of neighborhoods.
- Cultural diversity in population.
- Code enforcement and drainage – additional codes are not the solution.
- Neighborhoods.
- Maintain the rural edge of CS.
- Control of growth.
- Character.
- Must define quality of life somewhere in the plan – means different things to different people.
- Neighborhood integrity.
- Preservation of the natural environment – tree protection.
- Traffic.
- Long-term growth.
- Connectivity of the community.
- Where we want our businesses.

Recent Developments You Have Liked

- Corner of George Bush and Texas Avenue (Bed Bath and Beyond center) – the parking lot is not so overbearing, parking is on roof.
- Wolf Pen Creek – has a sense of neighborhood.
- New extension of Wolf Pen Creek Park – would be ideal if whole city was surrounded by floodplain where you could prohibit development.
- Growth of hotels and restaurants has been good for city.
- Restaurant area on University; however, would like to see parking in the back so it is more of a walking and pedestrian area – put entrances on the parking side.
- Parks.
- TAMU.

- Bikeway at Bee Creek Park and Wolf Pen Creek, but they missed some opportunities there.
- Historic District just south of the campus across George Bush.
- Northgate – it's in flux but contributes some unique character (The Deluxe no longer there).

Recent Developments You Have Not Liked

- Removed greenery in widening Texas Avenue.
- Trees are all gone (for example, Courtyard Hotel at Rock Prairie and Bypass).
- Maybe it's an issue of utilities and where the City's regulations require they be placed – but lots of examples to draw from around the state of how development occurs without sacrificing vegetation.
- Disagreement about what thoughtful planning means – town centers versus sprawling commercial development.

Types of Development You Would Like to See

- Would like something to mark the center of city, like fountains.
- Would like to see more planned-unit, mixed-use developments. Use floodplain to establish clear-cut boundaries.
- Would like a tree-lined roadway like SH 6 in Sugar Land. Problem is the type of trees here – any development near them kills the trees, so it is not always possible.
- Need to screen existing facilities like Home Depot.
- Would like to see more hedges around developments.
- Need for more redevelopment – should not just use trees to hide how ugly our buildings are – instead we need to look at redevelopment.
- Look at form-based zoning code – offer opportunity to determine character so uses will blend into existing character.
- Use other incentives like tax incentives to encourage redevelopment (Culpepper Plaza).
- For neighborhoods there should be some type of incentive to upgrade.
- Green architecture that encourages less energy consumption – this needs to be aggressively approached.
- Need for redevelopment instead of new development – development should occur inside the city limits.
- Emerald Forest and 2818 – don't want to see the lake go away. Hope City can buy as City Center with restaurants, no big box, not strip malls – ideal area for business park or shopping center.
- 2818 on the west side – potential for nonresidential.
- Think regionally about future development as there are a lot of brownfields in Bryan that would be appropriate for industrial development.
- Look at infill for industrial, but not at the edge of city as the edge offers a nice buffer.
- Residential development – currently there are no requirements for landscaping – some developers care, some don't.
- Would like to see a neighborhood conservation clause in the code (like Bryan).
- Bryan's overlay is working.
- Redevelopment in Eastgate – redevelopment is just as important as development.
- Rural edge – must be maintained.

- Need to be planning for a certain look.
- Need to identify areas for new development while preserving the old.

Barriers/Obstacles

- Vermont is not a fair comparison because it's a different animal here. About one out of three residents is a student – we are a college community.
- What about large master-planned communities? The pattern here is smaller lots with older residences purchased in what was then suburban with expectation to stay suburban. Citizens of older neighborhoods do not want to lose that.
- Mixed use adjacent to residential (for example, Central Market in Austin).
- We don't have ordinances in place to facilitate tree preservation or planting of more trees.
- Allowed neighborhoods to go in 300 feet off of major arterials. Now we have to deal with people who don't want to carry the burden of the uses. We already have these pods around town (for example, east side of town).
- Residents need to accept the fact that development around their neighborhoods is inevitable. The codes need to be rewritten.
- We want to be CS, not Austin or Georgetown – but must think big picture when it comes to our codes. We are about to get another influx of additional students and will feel that ripple effect.
- Largest demographic we'll experience in the next five years is retiring Aggies.

PARKS & GREENWAYS

Best Things City has Done in Recent Years related to Parks and Recreation

- Have 42 projects this year (\$17M) – just approved park #51, approaching 1,300 acres of parkland.
- Upper side of Wolf Pen Creek.
- Number of parks.
- Quality of the parks – forethought of the parks staff and City.
- Trails.
- Improving and expanding the facilities in the parks.
- Central Park – good efforts.
- Edelweiss – very well used.
- Thomas and Central Parks – provide lots of facilities at a single location.
- Dynamic – wide range of ages/users.
- Shade structures.
- City is very proactive with their parks, and they reflect that.
- Neighborhood parks – City goes around to residents and asks what they'd like to see in a park before they implement; also 80-90% are within walking distance to most neighborhood parks.
- Veteran's Park – can be an economic draw for the City, moved to phase 2B ahead of schedule.
- Walking paths/trails at most parks.
- Every subdivision has to have a park at time of approval.
- Leadership in City staff and elected official – recognize the long-term value.
- The beginnings of a network between the parks.

- They're growing like crazy.

Greatest Deficiency

- More "pet friendly" parks – Steeplechase Park is a dedicated space, also Lake Creek.
- Would like to see more pools – not a new one since 1988; multiple uses at parks would be nice.
- Lots of kids are not involved in formal sports; would like to see a skate park.
- Lap lane availability for seniors; don't think you should be able to rent a public pool.
- Interpretive trails (trees, vegetation) – we're losing track of our sense of place.
- Would like to see an urban park area – open mall or public gathering spaces; on the plans for Northgate, but not there yet.
- Would like to see more natural areas – more trees.
- Greenway planning tends to be an exercise in watershed management – Wolf Pen Creek is beautiful but it's in a backyard – would like more "front yard" spaces.
- More mini parks/pocket parks.
- Denver's greenbelt system is a fine example of a comprehensive system.
- Use a bufferyard for park space between different residential densities.
- Greenways have been a touchy subject here: What constitutes a greenway and who can own one? Permitted activities in greenways? Joint use of greenways by precluding them as park space.
- Parks are expensive and we must determine who will pay for them.
- No park requirements in the ETJ – have to purchase it outright. That's how Central Park and Lake Creek were acquired, otherwise they would have been lost.

Barriers

- Greenways are split between public works and parks/recreation departments – need them to work together.
- What happens in the ETJ? – Timberline is one of the most beautiful drives in the county.
- Greenways need to be incorporated into the plan ahead of time.
- No advance acquisition in place – have done some item-by-item acquisition in the past but not a comprehensive plan.
- Concerned about the pattern of residential development – City will have more greenways than they know what to do with due to development occurring in the floodplain. This goes back to determining a definition of a greenway.
- University/Texas/2818/George Bush/Harvey – few to no safe crossing points for cyclists.
- Tree ordinances and setbacks should be pursued – would like to see the ordinances beefed up in this regard.
- 77 acres in the ETJ were developed to build 330 homes – every tree on the 77 acres was removed. Without a county population of 700,000, the County has no authority.

Features Lacking in Current Park System

- City cannot develop connectivity soon enough.
- CS has a well-defined edge now – concern that we must maintain that rural edge by focusing on infill opportunities.
- Bicycling is an afterthought. There are not safe crossings for cyclists. Demanding more from developers would be proactive.

- Need to focus on developing a network to hold the community together.

Other

- Park initiative between Grimes and Brazos County for a 10,000-acre park facility.
- An arterial intersecting a freeway, where Home Depot went in, is encroaching upon the floodplain – the thoroughfare plan needs to respect the greenway system.
- CS has a sister city (Bryan), and they don't always play well together. CS has been proactive in the past, and citizens would like them to go to the next level.
- Need to decide what type of economic development they want.
- Parks are as fundamental as streets and infrastructure.

TRANSPORTATION

Bike/Pedestrian/Transit Issues and Improvements

- Roads are not wide enough to cycle safely, and intersections are not safe.
- Major challenges crossing over Bypass because bridges are not bike friendly.
- Bicycle routes needed for park-to-park recreation; however, there is a need for those who are using it to go to work.
- Need to accommodate two types of users of bike facilities: those that use roadways/paths to commute to destinations and those that use paths/trails for recreational purposes.
- Access roads on Bypass were usable before they were improved (could ride on shoulder), now there are curbs so you can't ride your bike.
- Need bike paths that are separate from both cars and pedestrians.
- Transportation rights-of-ways should include roads, bicycle lanes and sidewalks.
- Also need to account for school kids; right now bicyclists are using the sidewalks not the bike lanes because they are not safe.
- Crossing Texas Avenue by bike is a safety issue because there is car recognition but no bike recognition at the traffic light.
- On campus the underpass is wonderful – the old overpass didn't work.
- Public transportation is a good solution (light rail, buses).
- General public can ride the TAMU transit system, but does it go where they need to go?
- There are a lot of bikers that use the east Bypass, and therefore there is an opportunity for bike connections to Wolf Pen Creek.
- Need good community planning so kids can walk/bike to the park, school.
- Bikeway system is relatively good – as an alternative transportation system.
- The bikes still have to compete with cars to get across Texas and University to get to campus.
- George Bush and Wellborn – TxDOT does have funds to put in a grade separation eventually for bikes/pedestrians. Everything lags behind 10-15 years before projects hit the ground.
- Bikes need to abide by traffic rules.
- Northgate is beginning to make progress for pedestrian traffic.

Roadway/Intersection Improvements

- Lack of north/south corridors.

- Longmire Drive and Rock Prairie.
- Deacon and Longmire (waiting at the lights when there are no cars).
- Synchronization of lights on University, Texas Avenue.
- Munson, Dartworth, Harvey – could be a great pedestrian and thoroughfare corridor.
- Wellborn Road.
- Rock Prairie and Wellborn Road.
- Have proposed a project to the Metropolitan Planning Organization (MPO) to interconnect signals on state system – this will happen in the coming years.
- Southwest Parkway at the Bypass – need for traffic signalization here, going east you have a traffic light at Dartmouth.
- Late at night lights should go to blinking red.
- Overgrown trees on sidewalks forces people to walk in streets.
- Lincoln – there are bike lanes; however, when you get to the duplexes it stops because of parking, and then starts again. There is no serious consideration for bike lanes.
- Intersections are really a problem for bikes; bike boxes elsewhere in country allow bikes to make a left turn.
- Rock Prairie and Highway 6.
- Going north to Rock Prairie, traffic backs up.
- Stonebrook at Rock Prairie (traffic, turning movements and intersection).
- Emerald Forest and Highway 6.
- Traffic on Munson, result of a system that lacks north/south roadways to travel.
- 2818 by the high school – getting kids safely across (no medians, crosswalks).
- Holleman and Texas Avenue.
- Grade separation at 2818 and railroad will be implemented next December.
- College Station ISD: getting into neighborhoods is not a problem, coming out of the neighborhoods is difficult. Up to 10% of the budget can be used for hazardous conditions (for example, Barron Road – two schools on Barron and kids cannot cross the road). Need to see more connectivity.
- Nantucket – difficult to pick up kids because of high-speed traffic.
- Munson – speed – it's a cut-through.
- Forest Bridge School on Barron Road is backed up because parents drop off kids (they can't walk to school due to traffic).
- All development inhibits connectivity – still only three to four ways north-south and three to four ways east-west. Limited alternatives, therefore there is congestion. Every street should be a minor collector with sidewalks.
- Fine and good for new development but not for older neighborhoods. Should be able to come home and not feel intruded upon by traffic. Kids should be able to play in the front yards – it's wrong to take a neighborhood that's been there 20-25 years and seek connectivity options.
- Community attitude has always been reactive not proactive. Traffic plan should be in place well in advance including the ETJ. Plan should be updated every five years – 10 years is not enough. We have not had a viable plan/system for some time. Development is way ahead of the City's

thought process. One of the key ways a city can encourage/discourage growth is through a transportation plan.

- Did put in traffic calming along Dexter that works.
- Traffic enforcement by the Police Department is good.
- City uses quality traffic signal system equipment.

Thoroughfare Plan

- Major sections of the thoroughfare plan have been changed because of development.
- Thoroughfare plan is being implemented now.
- The thoroughfare plan establishes an overall picture, unfortunately it changes because of development.
- Shouldn't negotiate splitting roads with developers, need to preserve right-of-way.
- Include a strong statement that City and City Council cannot ignore thoroughfares on plan.

Land Use and Transportation Planning

- Cut-through traffic through older neighborhoods is a problem.
- Don't want new thoroughfares cutting through neighborhoods, need to preserve neighborhood integrity.
- Design the community to minimize reliance on automobile to get everywhere – i.e., through mixed-use developments.
- Mixed-use developments – people don't believe it until it is there, so maybe make one corridor a pilot, identify a target area and try to demonstrate that it works. One potential area could include the Wolf Pen Creek and Harvey Road area. Look at transit possibilities (i.e., like Portland street car or light rail, currently buses are packed, they leave people behind because they are so full).
- CS has done a good job with Wolf Pen Creek corridor.
- Not going to have the mixed-use development if you attract the franchises, with parking lots out front. European cities have plazas; however, if you don't restrict franchises this won't happen.
- Where major roads come together there is pressure for commercial development – this generates pollutants that go into drainage system. Old thoroughfare plan did not take into account natural constraints. The new plan should take into account natural constraints, and new intersections should be located away from floodplain.
- CS has grown and has had to rely on arterials that are now inadequate. Munson-Dartmouth was designed to discourage cut-through traffic but it doesn't do that. Need a plan to allow for future traffic loads. Collectors are serving as arterials. Should be on a half-mile grid. People need to know that there's a 200-foot right-of-way. Barron Road is a good example – the right-of-way should have been bought years ago.

Other

- Not interested in traveling faster in the city. University near Northgate can have narrower lanes, with a median, and everyone's quality of life would go up. The number of cars there does dictate quality of life.
- Need transportation planning for special events. Looking for creative ways to handle traffic because of football games and other special events.
- No plans to add more on-campus housing – more students are going to be living off campus and we need to accommodate them.

- Converting Foxfire Drive into a collector will redefine the neighborhood – making the street larger than what it should be changes the character of the neighborhood.
- Should include question about bicycle usage on community survey.
- Community relies heavily on the comprehensive plan with a 10-year horizon. Could we think in a 30-year horizon for a traffic plan?
- The right-of-way on 2818 shows tremendous foresight but now may not be needed because it was planned as a freeway, but that is no longer where we need a freeway. 2818 is one of the few streets where you can get somewhere through town.
- Expansion on the Bypass will be to six lanes instead of four and the widened bridges out near the mall. The ramps will change from a diamond pattern to an “X” pattern.
- Is TAMU transit just for students, or is it open to anyone who wants to go to the University or the mall? Brazos Valley Transit does a lot of coordination that people do not see. They have nine buses now that are shared between B-CS – could use 30 buses because of the large apartment complexes going in.
- The railroad is an asset. Lots of big development going in. Railroad should stay.
- Transportation system is designed to fail twice a day.
- Older schools are located off major routes; new schools have access from a major road, which creates traffic flow problems. Access needs to be far enough off the roads that queues do not back up into traffic.
- Rock Prairie Road widening is good.
- Kudos on working with Bryan and TxDOT for the timing of the lights to move people through morning commutes.
- South of Olson Field – City has put in two or three roads to funnel traffic off George Bush – it helps alleviate backup onto George Bush.
- We have exceptional City staff, but the difficulty is using staff in processing rather than planning. Not fully utilizing the talent of the staff.
- The City should work with other communities to find examples of where traffic issues have been successfully addressed in other places.

**November 20, 2006
Consent Agenda Item
2006 Gainsharing Distribution**

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on the 2006 Gainsharing Distribution.

Recommendation(s): Staff recommends approval of the 2006 gainsharing distribution to eligible employees.

Summary: Gainsharing is a program designed to share with the employees the successes of being efficient, highly productive, innovative and creative.

Gainsharing is a component of the City's compensation system and is a tool to encourage employees to find ways to reduce cost and generate budget savings. The savings are then shared throughout the City and with the employees. This is the tenth year of the Gainsharing program.

The gainsharing distribution is determined by calculating the unexpended funds in the FY06 operating budgets. This total is then reduced by items called deferrals that are not true gains. Deferrals reflect funds that were not expended in FY06 due to the delay in the completion of projects to FY07. The total of the FY06 true savings is \$737,952.

Two thirds of the total savings, \$491,968, remains in the fund in which the savings was realized and will be used to offset costs to the City and citizens in future years. Approximately one third, \$245,984, is available for the gainsharing distribution to employees.

Budget & Financial Summary: The total amount proposed to be distributed to 700 eligible regular full-time and regular part-time employees for gainsharing is \$245,984. The net gainsharing amount per employee is \$288 before taxes and retirement. The City's cost per employee is \$351 (\$288 plus \$73 for the City's portion of retirement and social security expenses).

A budget amendment will be brought to Council in the near future to provide the budget appropriation for this expenditure.

Attachments: None.

November 20, 2006
Consent Agenda
Resolution Establishing a Joint Bryan/College Station Youth Commission

To: Glenn Brown, City Manager

From: Olivia Burnside, Chief Information Officer

Agenda Caption: Presentation, possible action, and discussion regarding the approval of a resolution establishing a joint Bryan/College Station Youth Commission.

Recommendation(s): Staff recommends approval of the resolution establishing a joint Bryan/College Station Youth Commission.

Summary: This idea was first introduced to City Council by TAMU students in April 2006. The item was discussed at a City Council Workshop on July 27, 2006 when staff presented a timeline for the possible creation of a Bryan/College Station Youth Commission. Council directed staff to move forward with the process of implementing a Youth Commission.

The goals and objectives of the Youth Commission are to develop an alliance among youth, youth service agencies, city government, schools, and the community and to advise on how to solve the problems affecting the youth of the community. Furthermore, the Youth Commission will work towards unifying the youth of Bryan and College Station into a positive force for the good of both communities.

A planning steering committee made up of Mike Mullen, City of College Station, Ronnie Jackson, City of Bryan and Becky Davis, United Way, with input from youth in both cities, did the following:

- § Set up the initial structure modeled after the one in Lubbock, Texas.
- § Determined that this structure needs to be in place prior to recruiting members January- August 2007
- § Determined that participation should include students from both cities and adults representing various stakeholders.

The City of Bryan City Council approved a like resolution at their November 14, 2006 meeting.

Budget & Financial Summary: N/A

Attachments:

Resolution establishing the joint Bryan/College Station Youth Commission

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING THE ESTABLISHMENT OF A BRYAN/COLLEGE STATION YOUTH COMMISSION; PROVIDING AN OPPORTUNITY FOR YOUTH OF BOTH THE CITY OF COLLEGE STATION AND THE CITY OF BRYAN, TEXAS, TO WORK TOGETHER TO PROVIDE INPUT AND FEEDBACK TO BOTH CITY COUNCILS ON ISSUES AFFECTING YOUTH; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the youth of the cities of Bryan and College Station are important and valuable parts of the two communities with ideas and perspectives that offer unique insight into the quality of life of both cities; and,

WHEREAS, the City Councils and City administrators of the cities of Bryan and College Station make decisions routinely that affect the youth in our communities; and,

WHEREAS, the City Council of the City of College Station, in cooperation with the City of Bryan City Council, wishes to provide the youth of Bryan and College Station an opportunity and a vehicle to respond to and provide input into the decisions and policies that are made that affect young persons; and,

WHEREAS, it is the opinion of the City Council of College Station that the best interests of the citizens of the two cities would be served by establishing a Bryan/College Station Youth Commission; now, therefore,

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

PART 1: That the City Council hereby approves the establishment of a Bryan/College Station Youth Commission, (the "Youth Commission") in cooperation with the City of Bryan. The goals and objectives of the Youth Commission are to develop an alliance among youth, youth service agencies, city government, schools, and the community and to advise on how to solve the problems affecting the youth of the community. Furthermore, the Youth Commission will work towards unifying the youth of Bryan and College Station into a positive force for the good of both communities.

PART 2: The City Council hereby authorizes the Youth Commission to act as an advisory committee to the Mayor and City Council of College Station on youth issues.

PART 3: That the Youth Commission shall consist of twenty-four (24) student members in high school grades 9 through 12. They will be representatives of the Bryan and College Station area students, and no more than fifty percent (50%) of the Youth Commission members may come from the same city. In addition to the twenty-four (24) student members, there will be adult advisors to the Youth Commission made up of city-staff liaisons, school personnel and community leaders serving as ex-officio members. Terms of office will be for two years for both teens and adults.

RESOLUTION NO. _____

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PART 4: That the Youth Commission shall select a Youth Council consisting of a Chair, Co-chair, two secretaries, a public relations representative, a treasurer and a historian from among the membership at its initial meeting. Said officers shall serve for one (1) year or until such time as their successors are appointed.

PART 5: That an annual report shall be presented by the Chair of the Youth Commission to the Mayors and City Councils of both cities concerning the Youth Commission's interaction, activities and progress as related to its established purpose.

PART 6: This resolution shall be effective immediately upon and after its adoption.

APPROVED AND ADOPTED this 20th day of November, A.D. 2006

ATTEST:

APPROVE:

Connie Hooks, City Secretary

Ron Silvia, Mayor

APPROVED:



City Attorney

**November 20, 2006
Consent Agenda Item**

The Memorial for all Veterans of the Brazos Valley Budget and Funding Agreement

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on approving the budget of the Memorial for all Veterans of the Brazos Valley; and presentation, possible action and discussion on a funding agreement between the City of College Station and the Memorial for all Veterans of the Brazos Valley for FY07 in the amount of \$50,000.

Recommendation(s): Staff recommends approval of the Memorial for All Veterans of the Brazos Valley budget and the funding agreement for FY07.

Summary: As part of the 2006-2007 budget process the City Council approved funding for the Memorial for all Veterans of the Brazos Valley in the amount of \$50,000. The funds will be used for the construction of the Louis Lynn Stuart Pathway in Veteran's Park.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2006-2007 Hotel Tax Fund Budget.

State law requires that the City Council adopt the budget of any organization that is to be funded through the Hotel Tax Fund.

Attachments:

1. Funding Agreement and budget for the Memorial for all Veterans of the Brazos Valley (budget is on page 19 of the attachment)

**FUNDING AGREEMENT PROVIDING FOR THE PAYMENT
AND USE OF HOTEL TAX REVENUE**

THIS AGREEMENT is made between the CITY OF COLLEGE STATION, a Home Rule Municipal Corporation incorporated under the State of Texas (hereinafter referred to as the "City"), and the Memorial for All Veterans of the Brazos Valley, a Texas Non-Profit Corporation (hereinafter referred to as the "Agency"):

WHEREAS, TEXAS TAX CODE §§351.002 and 351.003(a) authorize City to levy by ordinance a municipal hotel occupancy tax ("hotel tax") not exceeding seven percent (7%) of the consideration paid by a hotel occupant; and

WHEREAS, by ordinance, City has provided for the assessment and collection of a municipal hotel occupancy tax in the City of College Station of seven percent (7%); and

WHEREAS, TEXAS TAX CODE §351.101(a) authorizes City to use revenue from its municipal hotel occupancy tax to promote tourism and the convention and hotel industry, yet limits such revenue use for historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums; and

WHEREAS, Agency is well equipped to perform those activities; and

WHEREAS, TEXAS TAX CODE §351.101(c) authorizes City to delegate by contract with Agency; as an independent entity, the management or supervision of programs and activities of the type described hereinabove funded with revenue from the municipal hotel occupancy tax;

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

**ARTICLE I
DEFINITIONS**

1.1 The term "Agency" shall mean the Memorial for All Veterans of the Brazos Valley, a Texas Non-Profit Corporation to which the City has delegated the management or supervision of programs and activities funded with Hotel Tax Revenue.

1.2 The term "City" shall mean the City of College Station, in the County of Brazos, and the State of Texas.

1.3 The term "Contract Quarter" shall refer to any quarter of the contract year in which this Agreement is in force. Contract Quarters will end on December 31st, March 31st, June 30th, and September 30th, of each contract year.

1.4 The term "Program Report" shall mean a report as required by Texas Tax Code §351.108 listing each of the Agency's scheduled activity, program, or event that: is directly funded with Hotel Tax Revenue or has its administrative costs funded in whole or in part by the Hotel Tax Revenue and is directly enhancing and promoting tourism and the convention and hotel industry. Such report shall be submitted on the form attached herein as Exhibit A.

1.5 The term "Financial Activity Report" shall mean a quarterly report which includes a summary of Agency's revenues and expenditures, and a summary of Agency's assets and liabilities to be submitted to the City on the form attached herein as Exhibit B.

1.6 The term "Financial Records" shall mean invoices, receipts, bank statements, reconciliations, cleared checks, financial statements and audit reports.

1.7 The term "Hotel Tax Revenue" shall mean the gross monies collected and received by City as municipal hotel occupancy tax at the rate of seven percent (7%) of the price paid for a room in a hotel, pursuant to Texas Tax Code 351.003 (a) and City Ordinance. Hotel Tax Revenue will include penalty and interest related to the late payments of the tax revenue by the taxpayer.

1.8 The term "Narrative Summary of Activity Report" shall mean the quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Agency's work. Such report shall be submitted on the form attached herein as Exhibit C.

1.9 The term "Performance Measure Report" shall mean the quarterly report to determine the levels of service that are being provided by Agency to be submitted to the City on the form attached herein as Exhibit D.

ARTICLE II. HOTEL TAX REVENUE PAYMENT

2.1 Consideration and Payment. For and in consideration of the activities to be satisfactorily performed by Agency under this Agreement, City agrees to pay to Agency a portion of the Hotel Tax Revenue collected by City in the total amount of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), to be paid as follows:

A. the total amount of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) from the City's Hotel Tax Revenue. Payment will be made in four (4) quarterly installments of \$12,500.00 each.

2.2 Quarterly payments will be dependent upon the City receiving all reports required herein from the Agency. Quarterly reports are due no later than thirty (30) days after the

end of each Contract Quarter (no later than January 30th, April 30th, July 30th, October 30th, of each contract year.)

2.3 Other limitations regarding consideration.

A. It is expressly understood that this contract in no way obligates the General Fund or any other monies or credits of City.

B. City may withhold allocations if City determines that expenditures of Agency deviate materially from their approved budget or if the reports required herein are not submitted in a complete and timely manner.

**ARTICLE III
USE OF HOTEL TAX REVENUE**

3.1 Use of Funds. For and in consideration of the payment by City to Agency of the agreed payments of Hotel Tax Revenue specified above, Agency agrees to manage or supervise the programs and activities funded with Hotel Tax Revenue. Agency further agrees to use such Hotel Tax Revenue for historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums:

A. at or in the immediate vicinity of convention center facilities or visitor information centers; or

B. located elsewhere in the City of College Station or its vicinity that would be frequented by tourists and convention delegates.

3.2 Administrative Costs. The Hotel Tax Revenue received from City by Agency may be spent for Agency's day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in the promoting of: tourism and the convention and hotel industry and the historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums :

A. at or in the immediate vicinity of convention center facilities or visitor information centers; or

B. located elsewhere in the City of College Station or its vicinity that would be frequented by tourists and convention delegates.

3.3 Specific Restrictions on Use of Funds.

A. That portion of total administrative costs of Agency for which Hotel Tax Revenue may be used shall not exceed that portion of Agency's administrative costs actually incurred in conducting the activities specified in §3.1 above.

B. Hotel Tax Revenue may not be spent for travel for a person to attend an event or conduct an activity the primary purpose of which is not directly related to the

promotion of tourism and the convention and hotel industry or the performance of the person's job in an efficient and professional manner.

ARTICLE IV RECORDKEEPING AND REPORTING REQUIREMENTS

4.1 Budget.

- A. Prior to execution of this Funding Agreement, Agency shall submit to the City Manager of City an annual budget to be approved by the City Council for each fiscal year, for such operations of Agency funded by Hotel Tax Revenues. This budget shall specifically identify proposed expenditures of Hotel Tax Revenue by Agency. In other words, City should be able to audit specifically the purpose of each individual expenditure of Hotel Tax Revenue from the separate account relating to Hotel Tax Revenue. City shall not pay to Agency any Hotel Tax Revenues as set forth in Article II of this Agreement during any program year of this Agreement unless a budget for such respective program year has been approved in writing by the College Station City Council. Approval of the budget by the City Council shall not preclude the Agency from reasonably reallocating funds within the budget among line items to meet changing conditions. Such reallocation shall not necessitate a new approval by the City Council. Failure to submit an annual budget may be considered a breach of contract, and if not remedied is considered grounds for termination of this Agreement as stated in paragraph 6.2.
- B. Agency acknowledges that the approval of such budget by the College Station City Council creates a fiduciary duty in Agency with respect to the Hotel Tax Revenue paid by City to Agency under this Agreement. Agency shall expend Hotel Tax Revenue only in the manner and for the purposes specified in this Agreement, TEXAS TAX CODE §351.101(a), and in the budget as approved by City.

4.2 Separate Accounts. Agency shall maintain Hotel Tax Revenue paid to Agency by City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

4.3 Financial Records. Agency shall maintain a complete and accurate financial record of each expenditure of the Hotel Tax Revenue made by Agency. These funds shall be classified as restricted funds for audited financial purposes.

4.4 Agency shall maintain such records, accounts, reports, files or other documents for a minimum of five (5) years after the expiration of this agreement. City's right to access Agency's files shall continue during this 5 year period and for as long as the records are retained by Agency.

4.5 Upon written request of the College Station City Council, or other person, Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that financial records and any other records

relating to this Agreement shall be subject to the Public Information Act, TEXAS GOVERNMENT CODE, Chapter 552, as hereafter amended.

4.6 Program Report. Agency understands that such report shall be completed in its entirety and the original report shall be submitted to the City.

4.7 Quarterly Reports.

Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

- (1). Financial Activity Report.
- (2). Narrative Summary of Activity Report.
- (3). Performance Measure Report.

4.8 Agency shall respond promptly to any request from the City Manager of City, or designee, for additional information relating to the activities performed under this Agreement.

4.9 The Financial Activity Report, Narrative Summary of Activity Report and Performance Measure Report shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year.)

4.10 A copy of the Agency's annual financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.11 If requested, Agency shall make an annual report and presentation to the City Council.

4.12 The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews.

ARTICLE V AGENCY BOARD OF DIRECTORS

5.1 The City shall have the option to recommend one appointee for any one vacancy that occurs on the Board of Directors of the Agency during the program year. This provision shall not apply if the City is otherwise authorized to appoint members to the Board under the Agency's Bylaws.

5.2 Agency shall provide the City with an agenda of all regular and non-regular Board meetings five (5) days prior to the meeting with information as to the date, time and place of meeting. If a non-regular meeting is scheduled, Agency shall immediately notify the City of non-regular meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting.

5.3 Agency shall submit minutes of each Board of Directors meeting and Executive Committee meeting to the City within ten (10) days after approval of the minutes.

ARTICLE VI TERM AND TERMINATION

6.1 **Term.** The term of this Agreement shall commence on October 1, 2006 and terminate at midnight on October 31, 2007. However, the program period shall commence on October 1, 2006 and terminate at midnight on September 30, 2007. Only those expenditures authorized by Chapter 351 of the Texas Tax Code which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination Without Cause.

A. This Agreement may be terminated by either party, with or without cause, by giving the other party sixty (60) days advance written notice.

B. In the event this Agreement is terminated by either party pursuant to §6.2(a), City agrees to reimburse Agency for any contractual obligations undertaken by Agency in satisfactory performance of those activities specified in hereinabove and that were approved by the Council through the budget, as noted in §4.1. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in §§3.1 and 3.2 above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

C. Further, upon termination pursuant to §6.2(a), Agency will provide CITY:

(1) Within ten (10) business days from the termination notification, a short-term budget of probable expenditures for the remaining sixty (60) day period between termination notification and contract termination. This budget will be presented to Council for approval within ten (10) business days after receipt by City. If formal approval is not given within ten (10) business days and the budget does not contain any expenditures that would be prohibited by the Texas Tax Code, and is within the current contractual period approved budget; the budget will be considered approved;

(2) Within thirty (30) days, a full accounting of all expenditures not previously audited by City;

(3) Within five (5) business days of a request from City, a listing of expenditures that have occurred since the last required reporting period;

(4) A final accounting of all expenditures and tax funds on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in 3.1 and 3.2 above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

6.3 Automatic Termination. This Agreement shall automatically terminate upon the occurrence of any of the following events:

A. The termination of the legal existence of Agency;

B. The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors;

C. The continuation of a breach of any of the terms or conditions of this Agreement by either City or Agency for more than thirty (30) days after written notice of such breach is given to the breaching party by the other party; or

D. The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of such breach.

E. The failure of Agency to submit a Quarterly Financial Activity Report as required by Texas Tax Code §351.101(c) within thirty (30) days from the date City notifies Agency of such breach.

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 In the event that this Agreement is terminated pursuant to §§6.3 or 6.4, Agency agrees to refund any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

Contract No. 07-008

7

I:\GROUP\BUDGET\FY 2007\Outside Agencies\FY07 Contracts\Veterans Park\FY07 Veterans Memorial HOT funding agreement.doc
9/14/2006

**ARTICLE VII
INDEMNIFICATION AND RELEASE**

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

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

**ARTICLE VIII
GENERAL PROVISIONS**

8.1 Subcontract for Performance of Services. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in §3.1 above. In the event that Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement and to TEX. TAX CODE Chapter 351, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments and Hotel Tax Revenue.

8.2 This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

8.3 The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

8.4 Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color,

religion, sex, national origin or disability. Agency will take affirmative action to ensure that applicants who are employed are treated, during employment, without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination requirement.

8.5 Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.

8.6 Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will provide no religious instruction or counseling, conduct no religious worship or services, and engage in no religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

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

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

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

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

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

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

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

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

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

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

8.17 Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City: City of College Station
Attn: Finance and Strategic Planning
1101 Texas Avenue
College Station, Texas 77840

Agency: Memorial for All Veterans of the Brazos Valley
2275 Dartmouth Street
College Station, TX 77840

Executed this the ____ day of _____, 2006.

**MEMORIAL FOR ALL CITY OF COLLEGE STATION
VETERANS OF THE BRAZOS
VALLEY, INCORPORATED**

By: Alvin W. Jones By: _____
Printed Name: ALVIN W. JONES Ron Silvia, Mayor
Title: PRESIDENT

Date: _____

ATTEST: _____

Connie Hooks, City Secretary

APPROVED:

Glenn Brown, City Manager

Date

Anayla M DeLuca

City Attorney

Date

Jeff Kersten, Chief Financial Officer

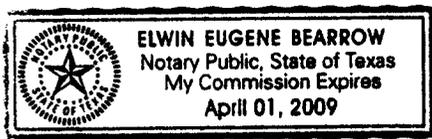
Date

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 12 day of October, 2006, by Alvin W. Jones in his/her capacity as President of Brazos Valley Veterans Memorial.

Elwin Eugene Bearrow
Notary Public in and for
the State of Texas



STATE OF TEXAS)
)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 2006, by Ron Silvia, in his capacity as Mayor of the City of College Station, a Texas home-rule municipality, on behalf of said municipality.

Notary Public in and for
the State of Texas

Exhibit A Hotel Tax Revenue Program Report

Please list each scheduled activity, program or event directly funded from the Hotel Tax Revenue.	Please list each scheduled activity, program or event which has its administrative costs funded in whole or in part by the Hotel Tax Revenue.	Please list how the scheduled activity, program or event is directly enhancing and promoting tourism and the convention and hotel industry.	Please itemize funds associated with the particular activity, program or event directly funded from the Hotel Tax Revenue.
Construction of the Louis Lynn Stuart Pathway	N/A	The memorial has become a destination spot for all veterans from across the nation.	\$50,000.00 Construction

Exhibit B
Financial Activity Report

Agency Name: Memorial For All Veterans Of The Brazos Valley

Quarter: 4th

Income Statement

Revenue Source	Agency Actual
Income	
Fees	4625
Net Sales	
Contributions	
Individual	9500
Board	
Foundations/trusts	
Special events	
Organizations	
Civic	331.50
Corporate	2500
Government Revenue	
City of College Station	
City of Bryan	
Brazos County	
Federal	
State	
School district	
Other Local Sources	
Investment Income (div.,int.,cap gains)	680.34
Other:	
In-kind contributions	
Total Income	17,636.84

Exhibit B
Financial Activity Report

Agency Name: Memorial For All Veterans Of The Brazos Valley

Quarter: 4th

Expense Report

Expense Account	Agency Actual
Salaries & Benefits	
Supplies	2093.45
Maintenance	
Purchased Services	2189.89
Capital Outlay	25568.34
Other:	
In-kind expenses	
Total operating Expenses	29,851.68

Surplus (Deficit)

Fiscal Year	Agency actual
Income/ expenses =	(12,214.84)

Explain income statement deficits on an attached sheet.

Exhibit B
Financial Activity Report

Agency Name: Memorial For All Veterans Of The Brazos Valley

Quarter: 4th

	<u>(current quarter as of)</u>	<u>(prior quarter as of)</u>
ASSETS	9/30/06	6/30/06
<i>CURRENT ASSETS</i>		
Cash and cash equivalents	<u>84,295</u>	<u>92,519</u>
Investments	<u> </u>	<u> </u>
Receivables	<u> </u>	<u> </u>
	<u> </u>	<u> </u>
Prepaid expenses	<u> </u>	<u> </u>
TOTAL CURRENT ASSETS	<u>84,295</u>	<u>92,519</u>
Property and equipment	<u>859,318</u>	<u>820,575</u>
Accumulated depreciation	<u><138,310></u>	<u><91,058></u>
TOTAL PROPERTY AND EQUIPMENT	<u>721,008</u>	<u>729,517</u>
OTHER ASSETS	<u> </u>	<u> </u>
<i>TOTAL ASSETS</i>	<u>805,302</u>	<u>822,036</u>

**Exhibit B
Financial Activity Report**

Agency Name: Memorial For All Veterans Of The Brazos Valley

Quarter: 4th

LIABILITIES AND FUND BALANCE

	<u>(current quarter as of)</u>	<u>(prior quarter as of)</u>
CURRENT LIABILITIES		
Accounts payable	_____	_____
Current portion of long-term debt	_____	_____
Deferred revenue	_____	_____
TOTAL CURRENT LIABILITIES	=====	=====
LONG-TERM DEBT, less current portion		
	_____	_____
	_____	_____
TOTAL LIABILITIES	=====	=====
FUND BALANCE		
Unrestricted	<u>805,302</u>	<u>767,509</u>
Temporarily restricted	_____	<u>54,527</u>
Permanently restricted	_____	_____
		822,036
TOTAL FUND BALANCE	=====	=====
TOTAL LIABILITIES AND FUND BALANCE	<u>805,302</u>	<u>822,036</u>

("TOTAL ASSETS" MUST EQUAL "TOTAL LIABILITIES AND FUND BALANCE")

Note, please provide your most current balance sheet and indicate ending month. Also provide your balance sheet as of the end of your prior year.

Exhibit C
Narrative Summary of Activity Report

Please provide a narrative summary of the activities funded with the money from the City of College Station. Use additional sheets if more space is needed.

Memorial For All Veterans Of The Brazos Valley

Construction continues for the pavilion for an electronic digital directory system and should be completed by 11 November 2006.

The Louis Lynn Stuart Pathway plans are complete and construction for the pathway will begin soon. This will be a year long project with the completion date dependant on funding received.

Memorial for All Veterans of the Brazos Valley

Description & Budget Explanation:

The Agency is responsible for historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.

Yearly Budget Summary	FY 04 Actual \$50,000	FY 05 Actual \$50,000	FY 06 Actual \$50,000	FY 07 Estimate \$50,000
Quarterly Budget Summary	Quarter 1 Proposed \$12,500	Quarter 2 Proposed \$12,500	Quarter 3 Proposed \$12,500	Quarter 4 Proposed \$12,500

Program Name: Memorial for all Veterans of the Brazos Valley

Service Level:

The Agency is responsible for historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.

Performance Measures:	Quarter 1 Proposed	Quarter 2 Proposed	Quarter 3 Proposed	Quarter 4 Proposed
Number of advertising or promotional activities conducted	1	1	1	1
Status of proposed development	25%	50%	75%	100%
Number of events	1	0	0	0
Number of visitors	1000	300	300	300

**Brazos Valley Veterans Memorial
 FY07 Budget
 January through December 2007**

	<u>Jan - Dec 07</u>
Ordinary Income/Expense	
Income	
Interest Income	600.00
Arts Council	12,000.00
Contribution Income	
Individuals	24,000.00
Donated Services	
Eagle - Advertising	24,000.00
CS Parks & Recreation (Maint.)	25,000.00
ACBV - Office	25,000.00
Total Donated Services	<u>74,000.00</u>
Capital Fund	
Contributions - Corporate	30,000.00
Brazos County	25,000.00
City of College Station	50,000.00
City of Bryan	25,000.00
Total Capital Fund	<u>130,000.00</u>
Total Contribution Income	228,000.00
Grants	95,000.00
Membership Dues	6,000.00
Total Income	<u>341,600.00</u>
Expense	
Advertising	24,000.00
Cleaning and Maintenance	25,000.00
Engraving Expense	15,000.00
Flags	1,500.00
Graphics Design	4,200.00
Meeting expenses	1,500.00
Office & Administrative	
Postage and Delivery	2,400.00
Total Office & Administrative	<u>2,400.00</u>
Professional Fees	1,620.00
Program Expense	
Revolutionary War Mem. Site	69,160.00
Pathway Development	167,000.00
Total Program Expense	<u>236,160.00</u>
Rent	25,000.00
Supplies	5,100.00
Telephone	120.00
Total Expense	<u>341,600.00</u>
Net Ordinary Income	<u>0.00</u>
Net Income	<u><u>0.00</u></u>

**November 20, 2006
Consent Agenda
Authorize Brazos County Appraisal District Expenditures**

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion to authorize the expenditures for the Brazos County Appraisal District in the amount of \$185,217 pursuant to the Property Tax Code 6.06D

Recommendation(s): Staff recommends approval of the expenditures in the amount of \$185,217 to the Brazos County Appraisal District.

Summary: Chapter 6.01 of the Property Tax Code calls for an appraisal district to be established in each county. The district is responsible for appraising property in the district for ad valorem taxes purposes of each taxing unit that imposes ad valorem taxes in the district. Chapter 6.06 (d) stipulates how the funding is allocated: "each taxing unit participating in the district is allocated a portion of the amount of the budget equal to the proportion that the total dollar amount of property taxes imposed in the district by the unit for the tax year in which the budget proposals is prepared bears to the sum of the total amount of property taxes imposed in the district by each participating unit for that year."

Budget & Financial Summary: Funds are available and budgeted in the General Fund, Finance Administration Budget. Payments are made in four equal payments made at the end of each calendar quarter.

Attachments: none

**November 20, 2006
Consent Agenda
Church Avenue Phase II Needs Resolution**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion regarding a resolution determining the public necessity to acquire easement interests for the Church Avenue Phase II Project.

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

Summary: Additional easement space is required for public utilities, access, landscape, and construction of those improvements along Church Avenue between College Main and Nagle. The design will be complete by the end of November. Pending easement acquisition, the anticipated construction start is May 2007.

Budget & Financial Summary: The budget for the Church Avenue Phase II Project is \$800,000. Funding for this project is from the 2003 general obligation bond fund. Design costs for the project are \$85,000. The cost for purchasing the easements is unknown at this time.

Attachments:

1. Needs Resolution
2. Exhibits A – Exhibits 1-23
3. Location Map

RESOLUTION DETERMINING NEED

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, RELATING TO: (1) THE AUTHORITY OF THE CITY TO INITIATE, COMPLETE, AND ACQUIRE, BY PURCHASE OR CONDEMNATION, EXCLUSIVE PERMANENT PUBLIC ACCESS, PUBLIC UTILITY, AND LANDSCAPING EASEMENTS, AND RELATED TEMPORARY CONSTRUCTION EASEMENTS IN CERTAIN PROPERTY FOR THE CHURCH AVENUE PHASE II PROJECT; (2) A DECLARATION THAT PUBLIC NECESSITY EXISTS FOR THE CITY TO ACQUIRE SUCH EASEMENTS, THROUGH PURCHASE OR CONDEMNATION; AND (3) ESTABLISHING PROCEDURES FOR THE ACQUISITION OF THE EASEMENT INTERESTS IN THE PROPERTY.

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

WHEREAS, the City owns, operates, constructs, repairs and maintains a city roadway system as a public service; and

WHEREAS, the City’s ownership, operation, construction, repair, and maintenance of the city roadway system is a benefit to the public; and

WHEREAS, the City, through a condemnation proceeding, may exercise the power of eminent domain to acquire property in order to carry out the ownership, operation, construction, repair, and maintenance of its street system pursuant to Chapter 251 of the Texas Local Government Code, Chapter 21 of the Texas Property Code, and Article II of the City’s Charter; and

WHEREAS, the City is engaged in the following project regarding improvements to Church Avenue, Phase II including the rehabilitation of Church Avenue, relocation of water and sanitary sewer lines , storm drainage and sidewalks, between College Main and Nagle Street in College Station, Texas (the “Project”); and

WHEREAS, the City determines that the best interests and needs of the public, including the health, safety and welfare of the public, require that the City improve Church Avenue between College Main and Nagle Street, through the City’s acquisition, by purchase or condemnation proceeding, of those easements for public access, public utilities, and landscaping, as well as related temporary construction easements, as provided in Exhibits 1 through 23, attached hereto and incorporated herein by reference for all purposes (the “Easements”); now, therefore;

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

PART 1: That the City Council of the City of College Station, Texas, hereby officially determines that there is a public necessity for the Easements, and the public welfare and convenience will be served by the acquisition of the Easements.

PART 2: That the City Manager is hereby authorized to contract, on behalf of the City of College Station, with a professional appraiser for the appraisal services, with a professional real estate agent to act as a Land Agent for the City and with attorneys for preparation of title opinions needed by the City from time to time in connection with acquisition of the Easements.

PART 3: That the City's Land Agent or other staff appraiser is hereby authorized and directed to examine the independent appraisal reports as they are submitted to the City to determine whether said appraisal reports are supported by sufficient data. Based upon such examination of said appraisal reports, the Land Agent or other staff appraiser shall make a recommendation to the City Manager as to the establishment and approval of the amount of the just compensation for the Easements.

PART 4: After consideration of said recommendation, the City Manager shall establish and approve the amount determined for acquisition of the Easements.

PART 5: Upon establishment and approval by the City Manager of the amount of just compensation for the acquisition of the Easements, the City's Land Agent or other staff appraiser is authorized to communicate a written offer to the property owners for the acquisition of an easement interest at the full amount determined and established to be just compensation therefore and to negotiate with said owners on behalf of the City.

PART 6: That the Mayor after approval by City Council, or the City Manager as delegated, is hereby authorized to execute all documents necessary to acquire said the Easements for the Project, on behalf of the City of College Station.

PART 7: That, if necessary, and should a property owner fail to accept a bona fide, good faith offer from the City to purchase the required Easement, City representatives shall have the authority to initiate and complete condemnation proceedings against said owner, in order to acquire through condemnation all required property interests and title regarding such property.

PART 8: That the City Manager be and is hereby authorized to sell any such surplus improvements, or order the demolition thereof, if any, located on the real property acquired in connection with this Project.

PART 9: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 20th day of November, A.D. 2006.

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:



City Attorney

EASEMENT NO. 1

**METES AND BOUNDS DESCRIPTION
OF A
PUBLIC ACCESS, PUBLIC UTILITY & LANDSCAPE EASEMENT
PORTION OF LOTS 1 AND 16, BLOCK 3
BOYETT'S SUBDIVISION
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A PUBLIC ACCESS, PUBLIC UTILITY AND LANDSCAPE EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF LOTS 1 AND 16, BLOCK 3, BOYETT'S SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 38, PAGE 614 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT THE SOUTH CORNER OF SAID LOT 1 AT THE INTERSECTION OF THE NORTHWEST LINE OF CHURCH STREET (40' R.O.W.) AND THE NORTHEAST LINE OF COLLEGE MAIN (50' R.O.W.);

THENCE: N 44° 12' 19" W ALONG THE NORTHEAST LINE OF COLLEGE MAIN FOR A DISTANCE OF 19.48 FEET TO A POINT;

THENCE: THROUGH SAID LOTS 1 AND 16 FOR THE FOLLOWING CALLS:

N 42° 49' 07" E FOR A DISTANCE OF 6.07 FEET TO A POINT;

N 88° 28' 22" E FOR A DISTANCE OF 9.74 FEET TO A POINT;

N 24° 19' 57" E FOR A DISTANCE OF 23.74 FEET TO A POINT;

N 42° 46' 15" E FOR A DISTANCE OF 47.24 FEET TO A POINT;

N 75° 05' 30" E FOR A DISTANCE OF 17.37 FEET TO A POINT;

N 42° 08' 32" E FOR A DISTANCE OF 153.99 FEET TO A POINT;

N 47° 51' 28" W FOR A DISTANCE OF 7.12 FEET TO A POINT;

N 42° 08' 32" E FOR A DISTANCE OF 10.83 FEET TO A POINT;

S 47° 51' 28" E FOR A DISTANCE OF 7.12 FEET TO A POINT;

N 42° 08' 32" E FOR A DISTANCE OF 4.61 FEET TO A POINT;

N 02° 46' 51" E FOR A DISTANCE OF 11.73 FEET TO A POINT ON THE SOUTHEAST LINE OF TAUBER STREET (60' R.O.W.), SAME BEING THE NORTHEAST LINE OF SAID LOT 16;

THENCE: S 48° 16' 47" E ALONG THE SOUTHEAST LINE OF TAUBER STREET FOR A DISTANCE OF 15.18 FEET TO A POINT ON THE NORTHWEST LINE OF CHURCH STREET MARKING THE EAST CORNER OF SAID LOT 16;

THENCE: S 41° 45' 15" W ALONG THE NORTHWEST LINE OF CHURCH STREET FOR A DISTANCE OF 277.06 FEET TO THE **POINT OF BEGINNING** CONTAINING 3289 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND JULY, 2005. SEE PLAT PREPARED MARCH 2006, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

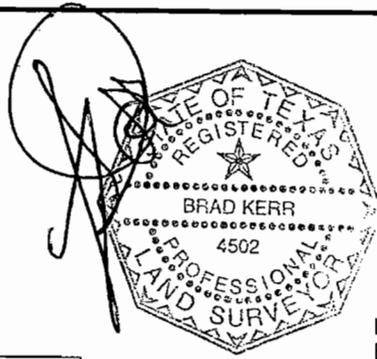
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REVISED 08-15-06



SCALE: 1" = 30'



LINE	DISTANCE	BEARING
L1	19.48'	N 44°12'19" W
L2	6.07'	N 42°49'07" E
L3	9.74'	N 88°28'22" E
L4	23.74'	N 24°19'57" E
L5	17.37'	N 75°05'30" E
L6	7.12'	N 47°51'28" W
L7	10.83'	N 42°08'32" E
L8	7.12'	S 47°51'28" E
L9	4.61'	N 42°08'32" E
L10	11.73'	N 02°46'51" E
L11	15.18'	S 48°16'47" E

82

TAUBER STREET
60' R.O.W.

LOT 15
BLOCK 3

LOT 16
BLOCK 3

LOT 2
BLOCK 3

LOT 1
BLOCK 3

PUBLIC ACCESS,
PUBLIC UTILITY AND
LANDSCAPE EASEMENT
NO. 1

LODGE STREET
30' R.O.W.

CHURCH STREET - 40' R.O.W.

SEE METES AND BOUNDS PREPARED APRIL,
2006, FOR MORE DESCRIPTIVE INFORMATION.

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

REVISED 08-15-06

SURVEY PLAT
OF A PUBLIC ACCESS, PUBLIC UTILITY
AND LANDSCAPE EASEMENT
PORTION OF LOTS 1 AND 16, BLOCK 3
BOYETT'S SUBDIVISION
VOLUME 38, PAGE 614
COLLEGE STATION, BRAZOS COUNTY, TEXAS

COLLEGE MAIN
50' R.O.W.

POINT OF
BEGINNING



SCALE: 1 INCH = 30 FEET
SURVEY DATE: JULY, 2005
PLAT DATE: 04-04-06
JOB NUMBER: 05-293
CAD NAME: 293E-1

CR5 FILE: HIGHLD2 (cont); 05-293 (job)

PREPARED BY: KERR SURVEYING, LLC
505 CHURCH STREET, P.O. BOX 269
COLLEGE STATION, TEXAS 77841
PHONE (979) 268-3195

CONSTRUCTION EASEMENT NO. 1

**METES AND BOUNDS DESCRIPTION
OF A
TEMPORARY CONSTRUCTION EASEMENT
PORTION OF LOTS 1 AND 16, BLOCK 3
BOYETT'S SUBDIVISION
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A TEMPORARY CONSTRUCTION EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF LOTS 1 AND 16, BLOCK 3, BOYETT'S SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 38, PAGE 614 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT THE SOUTH CORNER OF SAID LOT 1 AT THE INTERSECTION OF THE NORTHWEST LINE OF CHURCH STREET (40' R.O.W.) AND THE NORTHEAST LINE OF COLLEGE MAIN (50' R.O.W.);

THENCE: N 44° 12' 19" W ALONG THE NORTHEAST LINE OF COLLEGE MAIN FOR A DISTANCE OF 19.48 FEET TO THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED EASEMENT;

THENCE: N 44° 12' 19" W CONTINUING ALONG THE NORTHEAST LINE OF COLLEGE MAIN FOR A DISTANCE OF 4.23 FEET TO A POINT;

THENCE: THROUGH SAID LOTS 1 AND 16 FOR THE FOLLOWING CALLS:

N 42° 49' 07" E FOR A DISTANCE OF 262.46 FEET TO A POINT;

N 04° 09' 39" W FOR A DISTANCE OF 5.90 FEET TO A POINT;

N 42° 49' 07" E FOR A DISTANCE OF 8.87 FEET TO A POINT ON THE SOUTHEAST LINE OF TAUBER STREET (60' R.O.W.), SAME BEING THE NORTHEAST LINE OF SAID LOT 16;

THENCE: S 48° 16' 47" E ALONG THE SOUTHEAST LINE OF TAUBER STREET FOR A DISTANCE OF 7.66 FEET TO A POINT;

THENCE: THROUGH SAID LOTS 1 AND 16 FOR THE FOLLOWING CALLS:

S 02° 46' 51" W FOR A DISTANCE OF 11.73 FEET TO A POINT;

S 42° 08' 32" W FOR A DISTANCE OF 4.61 FEET TO A POINT;

N 47° 51' 28" W FOR A DISTANCE OF 7.12 FEET TO A POINT;

S 42° 08' 32" W FOR A DISTANCE OF 10.83 FEET TO A POINT;

S 47° 51' 28" E FOR A DISTANCE OF 7.12 FEET TO A POINT;

S 42° 08' 32" W FOR A DISTANCE OF 153.99 FEET TO A POINT;

S 75° 05' 30" W FOR A DISTANCE OF 17.37 FEET TO A POINT;

S 42° 46' 15" W FOR A DISTANCE OF 47.24 FEET TO A POINT;

S 24° 19' 57" W FOR A DISTANCE OF 23.74 FEET TO A POINT;

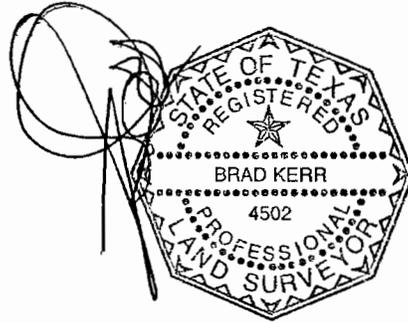
CONSTRUCTION EASEMENT NO. 1

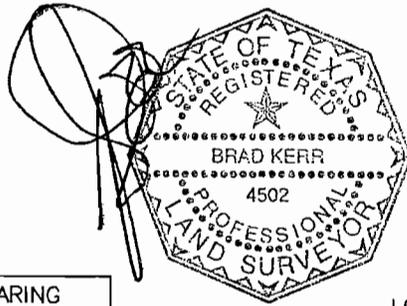
S 88° 28' 22" W FOR A DISTANCE OF 9.74 FEET TO A POINT;

S 42° 49' 07" W FOR A DISTANCE OF 6.07 FEET TO THE **POINT OF BEGINNING** CONTAINING 2587 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND JULY, 2005. SEE PLAT PREPARED MARCH 2006, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

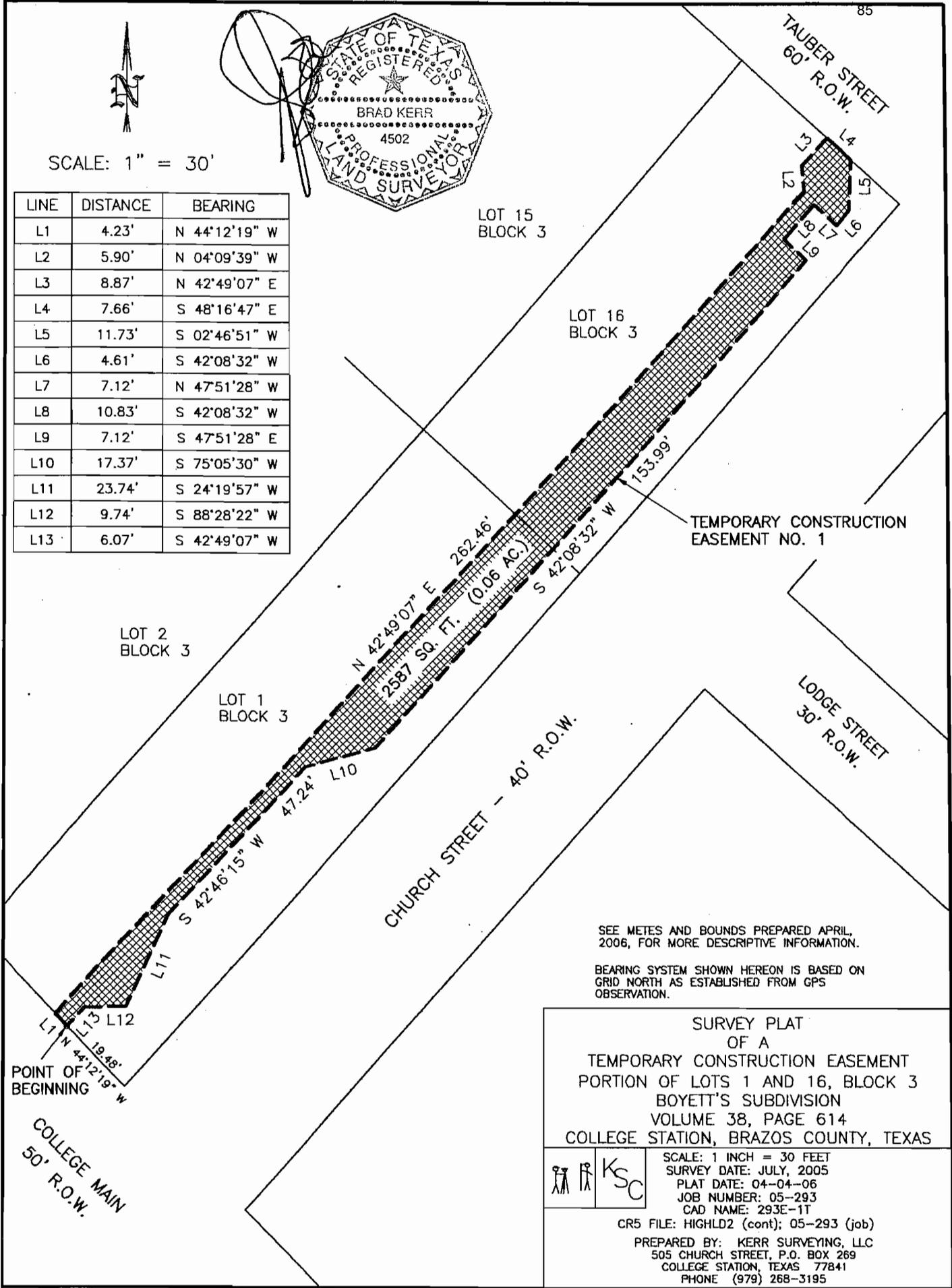
D:/WORK/MAB/05-293E1T.MAB





SCALE: 1" = 30'

LINE	DISTANCE	BEARING
L1	4.23'	N 44°12'19" W
L2	5.90'	N 04°09'39" W
L3	8.87'	N 42°49'07" E
L4	7.66'	S 48°16'47" E
L5	11.73'	S 02°46'51" W
L6	4.61'	S 42°08'32" W
L7	7.12'	N 47°51'28" W
L8	10.83'	S 42°08'32" W
L9	7.12'	S 47°51'28" E
L10	17.37'	S 75°05'30" W
L11	23.74'	S 24°19'57" W
L12	9.74'	S 88°28'22" W
L13	6.07'	S 42°49'07" W



TEMPORARY CONSTRUCTION EASEMENT NO. 1

LOT 2 BLOCK 3

LOT 1 BLOCK 3

LOT 15 BLOCK 3

LOT 16 BLOCK 3

CHURCH STREET - 40' R.O.W.

LODGE STREET 30' R.O.W.

TAUBER STREET 60' R.O.W.

POINT OF BEGINNING

COLLEGE MAIN 50' R.O.W.

SEE METES AND BOUNDS PREPARED APRIL, 2006, FOR MORE DESCRIPTIVE INFORMATION.

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

SURVEY PLAT
OF A
TEMPORARY CONSTRUCTION EASEMENT
PORTION OF LOTS 1 AND 16, BLOCK 3
BOYETT'S SUBDIVISION
VOLUME 38, PAGE 614
COLLEGE STATION, BRAZOS COUNTY, TEXAS



SCALE: 1 INCH = 30 FEET
SURVEY DATE: JULY, 2005
PLAT DATE: 04-04-06
JOB NUMBER: 05-293
CAD NAME: 293E-1T

CR5 FILE: HIGHLD2 (cont); 05-293 (job)

PREPARED BY: KERR SURVEYING, LLC
505 CHURCH STREET, P.O. BOX 269
COLLEGE STATION, TEXAS 77841
PHONE (979) 268-3195

EASEMENT NO. 2

**METES AND BOUNDS DESCRIPTION
OF A
PUBLIC ACCESS, PUBLIC UTILITY & LANDSCAPE EASEMENT
PORTION OF LOT 1, BLOCK 1
TAUBER ADDITION
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A PUBLIC ACCESS, PUBLIC UTILITY AND LANDSCAPE EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF LOT 1, BLOCK 1, TAUBER ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT THE SOUTH CORNER OF SAID LOT 1 AT THE INTERSECTION OF THE NORTHWEST LINE OF CHURCH STREET (40' R.O.W.) AND THE NORTHEAST LINE OF TAUBER STREET (60' R.O.W.);

THENCE: N 47° 46' 21" W ALONG THE NORTHEAST LINE OF TAUBER STREET FOR A DISTANCE OF 23.94 FEET TO A POINT;

THENCE: THROUGH SAID LOT 1 FOR THE FOLLOWING CALLS:

N 42° 13' 39" E FOR A DISTANCE OF 12.12 FEET TO A POINT;

S 47° 10' 53" E FOR A DISTANCE OF 7.30 FEET TO A POINT;

S 73° 02' 21" E FOR A DISTANCE OF 7.84 FEET TO A POINT;

N 63° 56' 37" E FOR A DISTANCE OF 10.38 FEET TO A POINT;

N 41° 51' 27" E FOR A DISTANCE OF 73.04 FEET TO A POINT;

N 26° 11' 43" E FOR A DISTANCE OF 8.59 FEET TO A POINT;

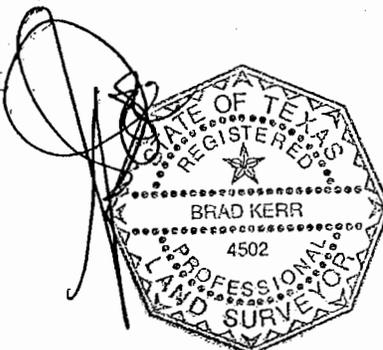
N 42° 08' 32" E FOR A DISTANCE OF 3.90 FEET TO A POINT ON THE COMMON LINE OF SAID LOT 1 AND LOT 10A, BLOCK 1, TAUBER ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 515, PAGE 187 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 47° 49' 02" E ALONG THE COMMON LINE OF SAID LOT 1 AND SAID LOT 10A, AT 2.81 FEET PASS THE SOUTH CORNER OF SAID LOT 10A, CONTINUE ON FOR A TOTAL DISTANCE OF 7.82 FEET TO A POINT ON THE NORTHWEST LINE OF CHURCH STREET MARKING THE EAST CORNER OF SAID LOT 1;

THENCE: S 41° 50' 31" W ALONG THE NORTHWEST LINE OF CHURCH STREET FOR A DISTANCE OF 110.23 FEET TO THE **POINT OF BEGINNING** CONTAINING 893 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND JULY, 2005. SEE PLAT PREPARED MARCH 2006, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/05-293E2.MAB



REVISED 10-10-06



SCALE: 1" = 20'

SEE METES AND BOUNDS PREPARED APRIL, 2006, FOR MORE DESCRIPTIVE INFORMATION.

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

EXISTING 7.5' UTILITY EASEMENT PLAT 515/187

LOT 10A, BLOCK 1 TAUBER ADDITION PLAT 515/187

LOT 1, BLOCK 1 TAUBER ADDITION PLAT 133/182

TAUBER STREET - 60' R.O.W.
N 47°46'21" W
23.94'

(TEMP. CONSTRUCTION EASEMENT #2)
N 41°51'27" E
73.04'

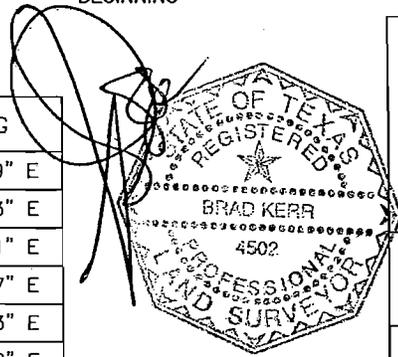
PUBLIC ACCESS PUBLIC UTILITY AND LANDSCAPE EASEMENT NO. 2

CHURCH STREET - 40' R.O.W.

POINT OF BEGINNING

REVISED 10-10-06

LINE	DISTANCE	BEARING
L1	12.12'	N 42°13'39" E
L2	7.30'	S 47°10'53" E
L3	7.84'	S 73°02'21" E
L4	10.38'	N 63°56'37" E
L5	8.59'	N 26°11'43" E
L6	3.90'	N 42°08'32" E
L7	7.82'	S 47°49'02" E



SURVEY PLAT
 OF A PUBLIC ACCESS, PUBLIC UTILITY
 AND LANDSCAPE EASEMENT
 PORTION OF LOT 1, BLOCK 1
 TAUBER ADDITION
 VOLUME 133, PAGE 182
 COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1 INCH = 20 FEET
 SURVEY DATE: JULY, 2005
 PLAT DATE: 04-04-06
 JOB NUMBER: 05-293
 CAD NAME: 293E-2

CR5 FILE: HIGHLD2 (cont); 05-293 (job)
 PREPARED BY: KERR SURVEYING, LLC
 505 CHURCH STREET, P.O. BOX 269
 COLLEGE STATION, TEXAS 77841
 PHONE (979) 268-3195

CONSTRUCTION EASEMENT NO. 2

**METES AND BOUNDS DESCRIPTION
OF A
TEMPORARY CONSTRUCTION EASEMENT
PORTION OF LOT 1, BLOCK 1
TAUBER ADDITION
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A TEMPORARY CONSTRUCTION EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF LOT 1, BLOCK 1, TAUBER ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT THE SOUTH CORNER OF SAID LOT 1 AT THE INTERSECTION OF THE NORTHWEST LINE OF CHURCH STREET (40' R.O.W.) AND THE NORTHEAST LINE OF TAUBER STREET (60' R.O.W.);

THENCE: N 47° 46' 21" W ALONG THE NORTHEAST LINE OF TAUBER STREET FOR A DISTANCE OF 23.94 FEET TO A POINT;

THENCE: THROUGH SAID LOT 1 FOR THE FOLLOWING CALLS:

N 42° 13' 39" E FOR A DISTANCE OF 12.12 FEET TO A POINT;

S 47° 10' 53" E FOR A DISTANCE OF 7.30 FEET TO THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED EASEMENT;

THENCE: N 42° 49' 07" E CONTINUING THROUGH SAID LOT 1 FOR A DISTANCE OF 98.18 FEET TO A POINT ON THE COMMON LINE OF SAID LOT 1 AND LOT 10A, BLOCK 1, TAUBER ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 515, PAGE 187 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 47° 49' 02" E ALONG THE COMMON LINE OF SAID LOT 1 AND SAID LOT 10A FOR A DISTANCE OF 7.06 FEET TO A POINT;

THENCE: THROUGH SAID LOT 1 FOR THE FOLLOWING CALLS:

S 42° 08' 32" W FOR A DISTANCE OF 3.90 FEET TO A POINT;

S 26° 11' 43" W FOR A DISTANCE OF 8.59 FEET TO A POINT;

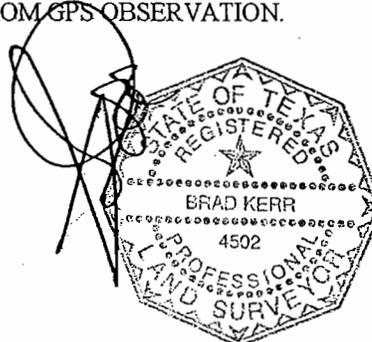
S 41° 51' 27" W FOR A DISTANCE OF 73.04 FEET TO A POINT;

S 63° 56' 37" W FOR A DISTANCE OF 10.38 FEET TO A POINT;

N 73° 02' 21" W FOR A DISTANCE OF 7.84 FEET TO THE POINT OF BEGINNING CONTAINING 938 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND JULY, 2005. SEE PLAT PREPARED MARCH 2006, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/05-293E2T.MAB



REVISED 10-10-06



SCALE: 1" = 20'

SEE METES AND BOUNDS PREPARED APRIL, 2006, FOR MORE DESCRIPTIVE INFORMATION.

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

EXISTING 7.5' UTILITY EASEMENT PLAT 515/187

LOT 10A, BLOCK 1 TAUBER ADDITION PLAT 515/187

LOT 1, BLOCK 1 TAUBER ADDITION PLAT 133/182

TAUBER STREET 60' R.O.W.

CHURCH STREET - 40' R.O.W.

POINT OF BEGINNING

TEMPORARY CONSTRUCTION EASEMENT NO. 2



REVISED: 10-10-06

LINE	DISTANCE	BEARING
L1	DELETED	DELETED
L2	12.12'	N 42°13'39" E
L3	7.30'	S 47°10'53" E
L4	7.06'	S 47°49'02" E
L5	3.90'	S 42°08'32" W
L6	8.59'	S 26°11'43" W
L7	10.38'	S 63°56'37" W
L8	7.84'	N 73°02'21" W

SURVEY PLAT
OF A
TEMPORARY CONSTRUCTION EASEMENT
PORTION OF LOT 1, BLOCK 1
TAUBER ADDITION
VOLUME 133, PAGE 182
COLLEGE STATION, BRAZOS COUNTY, TEXAS



SCALE: 1 INCH = 20 FEET
SURVEY DATE: JULY, 2005
PLAT DATE: 04-04-06
JOB NUMBER: 05-293
CAD NAME: 293E-2T

CR5 FILE: HIGHLD2 (cont); 05-293 (job)

PREPARED BY: KERR SURVEYING, LLC
505 CHURCH STREET, P.O. BOX 269
COLLEGE STATION, TEXAS 77841
PHONE (979) 268-3195

EASEMENT NO. 3

**METES AND BOUNDS DESCRIPTION
OF A
PUBLIC ACCESS, PUBLIC UTILITY & LANDSCAPE EASEMENT
PORTION OF LOT 10A, BLOCK 1
TAUBER ADDITION
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A PUBLIC ACCESS, PUBLIC UTILITY AND LANDSCAPE EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF LOT 10A, BLOCK 1, TAUBER ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 515, PAGE 187 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT THE EAST CORNER OF SAID LOT 10A AT THE INTERSECTION OF THE NORTHWEST LINE OF CHURCH STREET (50' R.O.W.) AND THE SOUTHWEST LINE OF STASNEY STREET (50' R.O.W.);

THENCE: S 41° 50' 31" W ALONG THE NORTHWEST LINE OF CHURCH STREET FOR A DISTANCE OF 142.18 FEET TO A POINT ON THE NORTHEAST LINE OF LOT 1, BLOCK 1, TAUBER ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 47° 49' 02" W ALONG THE COMMON LINE OF SAID LOT 10A AND SAID LOT 1 FOR A DISTANCE OF 2.81 FEET TO A POINT;

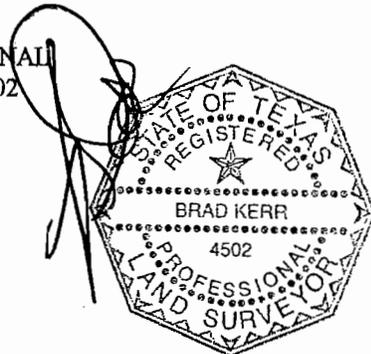
THENCE: N 42° 08' 32" E THROUGH SAID LOT 10A FOR A DISTANCE OF 126.81 FEET TO A POINT;

THENCE: N 02° 49' 52" W CONTINUING THROUGH SAID LOT 10A FOR A DISTANCE OF 21.76 FEET TO A POINT ON THE SOUTHWEST LINE OF STASNEY STREET;

THENCE: S 47° 47' 32" E ALONG THE SOUTHWEST LINE OF STASNEY STREET FOR A DISTANCE OF 17.45 FEET TO THE **POINT OF BEGINNING** CONTAINING 465 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND JULY, 2005. SEE PLAT PREPARED MARCH 2006, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/05-293E3.MAB



REVISED 08-15-06

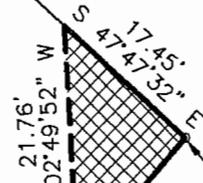


SCALE: 1" = 20'

SEE METES AND BOUNDS PREPARED APRIL, 2006, FOR MORE DESCRIPTIVE INFORMATION.

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

STASNEY STREET - 50' R.O.W.



POINT OF BEGINNING

LOT 10A, BLOCK 1
TAUBER ADDITION
PLAT 515/187

PUBLIC ACCESS
PUBLIC UTILITY AND
LANDSCAPE EASEMENT
NO. 3
465 SQ. FT.

EXISTING 7.5' UTILITY
EASEMENT PER
PLAT 515/187

(TEMP. CONSTRUCTION EASEMENT #3)
N 42°08'32\"/>

CHURCH STREET - 50' R.O.W.

LOT 1, BLOCK 1
TAUBER ADDITION
PLAT 135/182

N 47°49'02\"/>



REVISED 08-15-06

SURVEY PLAT
OF A PUBLIC ACCESS, PUBLIC UTILITY
AND LANDSCAPE EASEMENT
PORTION OF LOT 10A, BLOCK 1
TAUBER ADDITION
VOLUME 515, PAGE 187
COLLEGE STATION, BRAZOS COUNTY, TEXAS



SCALE: 1 INCH = 20 FEET
SURVEY DATE: JULY, 2005
PLAT DATE: 04-04-06
JOB NUMBER: 05-293
CAD NAME: 293E-3

CR5 FILE: HIGHLD2 (cont); 05-293 (job)

PREPARED BY: KERR SURVEYING, LLC
505 CHURCH STREET, P.O. BOX 269
COLLEGE STATION, TEXAS 77841
PHONE (979) 268-3195

CONSTRUCTION EASEMENT NO. 3

**METES AND BOUNDS DESCRIPTION
OF A
TEMPORARY CONSTRUCTION EASEMENT
PORTION OF LOT 10A, BLOCK 1
TAUBER ADDITION
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A TEMPORARY CONSTRUCTION EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF LOT 10A, BLOCK 1, TAUBER ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 515, PAGE 187 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT A POINT ON THE NORTHWEST LINE OF CHURCH STREET (40' - 50' R.O.W.) MARKING THE EAST CORNER OF LOT 1, BLOCK 1, TAUBER ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 47° 49' 02" W ALONG THE NORTHEAST LINE OF SAID LOT 1, AT 5.00 FEET PASS THE SOUTH CORNER OF SAID LOT 10A, CONTINUE ON FOR A TOTAL DISTANCE OF 7.81 FEET TO THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED EASEMENT;

THENCE: N 47° 49' 02" W ALONG THE COMMON LINE OF SAID LOT 10A AND SAID LOT 1 FOR A DISTANCE OF 7.06 FEET TO A POINT;

THENCE: THROUGH SAID LOT 10A FOR THE FOLLOWING CALLS:

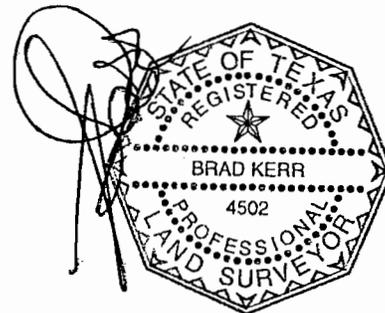
N 42° 49' 07" E FOR A DISTANCE OF 132.32 FEET TO A POINT;

S 02° 49' 52" E FOR A DISTANCE OF 7.79 FEET TO A POINT;

S 42° 08' 32" W FOR A DISTANCE OF 126.81 FEET TO THE **POINT OF BEGINNING** CONTAINING 816 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND JULY, 2005. SEE PLAT PREPARED MARCH 2006, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/05-293E3T.MAB





SCALE: 1" = 20'

SEE METES AND BOUNDS PREPARED APRIL, 2006, FOR MORE DESCRIPTIVE INFORMATION.

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

LOT 10A, BLOCK 1
TAUBER ADDITION
PLAT 515/187

STASNEY STREET - 50' R.O.W.

S 02°49'52" E
7.79'

TEMPORARY CONSTRUCTION
EASEMENT NO. 3

EXISTING 7.5' UTILITY
EASEMENT PER
PLAT 515/187

N 42°49'07" E 132.32'
816 SQ. FT.

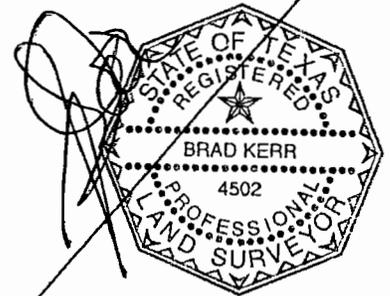
S 42°08'32" W 126.81'

CHURCH STREET - 50' R.O.W.

LOT 1, BLOCK 1
TAUBER ADDITION
PLAT 133/182

N 47°49'02" W
7.06'

POINT OF
BEGINNING



SURVEY PLAT
OF A
TEMPORARY CONSTRUCTION EASEMENT
PORTION OF LOT 10A, BLOCK 1
TAUBER ADDITION
VOLUME 515, PAGE 187
COLLEGE STATION, BRAZOS COUNTY, TEXAS



SCALE: 1 INCH = 20 FEET
SURVEY DATE: JULY, 2005
PLAT DATE: 04-04-06
JOB NUMBER: 05-293
CAD NAME: 293E-3T

CR5 FILE: HIGHLD2 (cont); 05-293 (job)

PREPARED BY: KERR SURVEYING, LLC
505 CHURCH STREET, P.O. BOX 269
COLLEGE STATION, TEXAS 77841
PHONE (979) 268-3195

EASEMENT NO. 4

**METES AND BOUNDS DESCRIPTION
OF A
PUBLIC ACCESS, PUBLIC UTILITY & LANDSCAPE EASEMENT
PORTION OF LOTS 1 AND 14, BLOCK 3
TAUBER ADDITION
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A PUBLIC ACCESS, PUBLIC UTILITY AND LANDSCAPE EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF LOTS 1 AND 14, BLOCK 3, TAUBER ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT THE SOUTH CORNER OF SAID LOT 1 AT THE INTERSECTION OF THE NORTHWEST LINE OF CHURCH STREET (50' R.O.W.) AND THE NORTHEAST LINE OF STASNEY STREET (50' R.O.W.);

THENCE: N 47° 47' 50" W ALONG THE NORTHEAST LINE OF STASNEY STREET FOR A DISTANCE OF 17.15 FEET TO A POINT;

THENCE: THROUGH SAID LOTS 1 AND 14 FOR THE FOLLOWING CALLS:

N 81° 01' 58" E FOR A DISTANCE OF 21.20 FEET TO A POINT;

N 41° 57' 32" E FOR A DISTANCE OF 179.93 FEET TO A POINT;

N 03° 45' 29" W FOR A DISTANCE OF 23.81 FEET TO A POINT ON THE SOUTHWEST LINE OF NAGLE STREET (50' R.O.W.), SAME BEING THE NORTHEAST LINE OF SAID LOT 14;

THENCE: S 47° 47' 50" E ALONG THE SOUTHWEST LINE OF NAGLE STREET FOR A DISTANCE OF 20.39 FEET TO A POINT ON THE NORTHWEST LINE OF CHURCH STREET MARKING THE EAST CORNER OF SAID LOT 14;

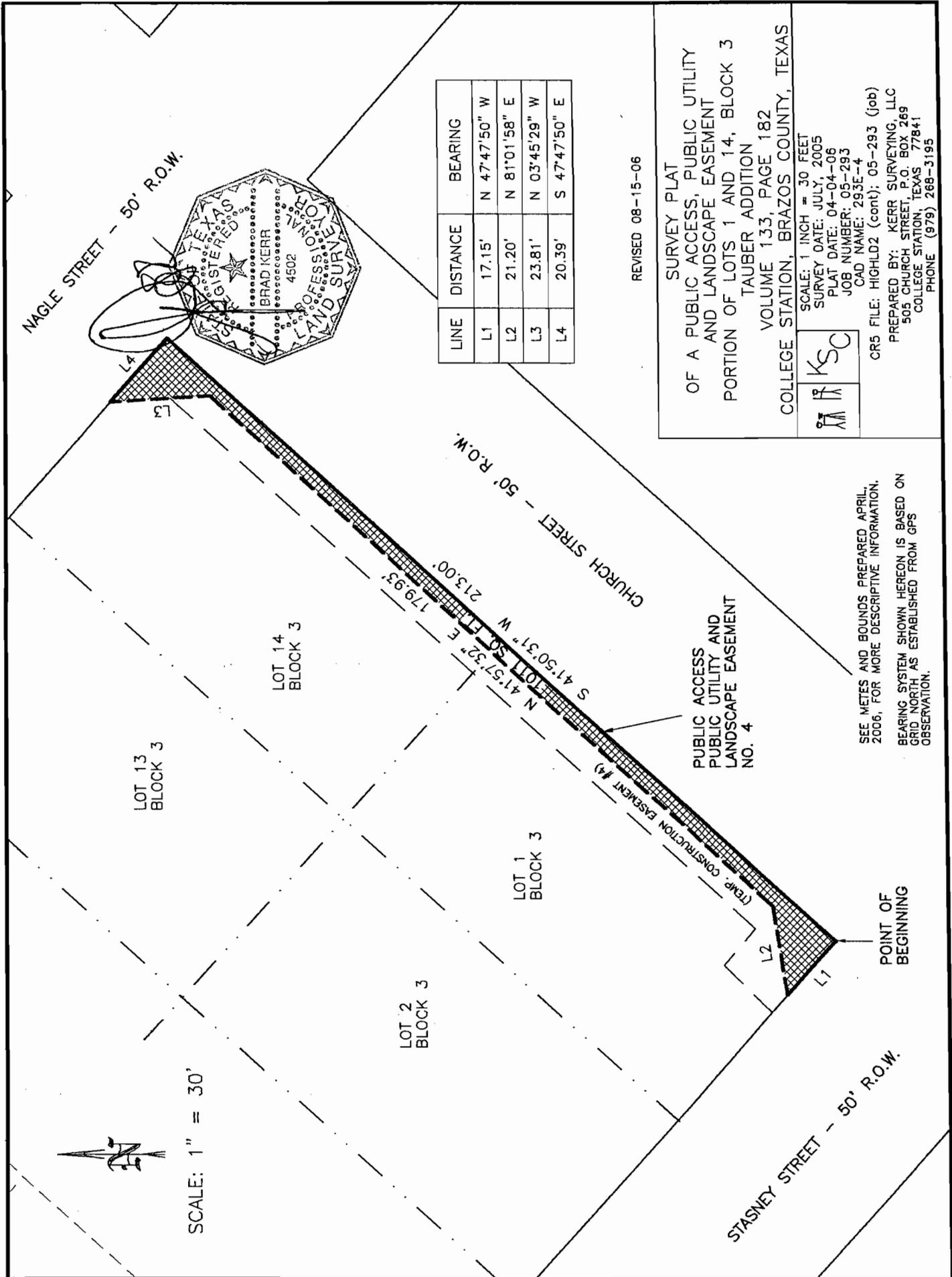
THENCE: S 41° 50' 31" W ALONG THE NORTHWEST LINE OF CHURCH STREET FOR A DISTANCE OF 213.00 FEET TO THE **POINT OF BEGINNING** CONTAINING 1011 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND JULY, 2005. SEE PLAT PREPARED MARCH 2006, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/05-293E4.MAB



REVISED 08-15-06



REVISED 08-15-06

SURVEY PLAT
OF A PUBLIC ACCESS, PUBLIC UTILITY
AND LANDSCAPE EASEMENT
PORTION OF LOTS 1 AND 14, BLOCK 3
TAUBER ADDITION
VOLUME 133, PAGE 182
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1 INCH = 30 FEET
SURVEY DATE: JULY, 2005
PLAT DATE: 04-04-06
JOB NUMBER: 05-293
CAD NAME: 293E-4
CR5 FILE: HIGHLD2 (cont): 05-293 (job)
PREPARED BY: KERR SURVEYING, LLC
 505 CHURCH STREET, P.O. BOX 269
 COLLEGE STATION, TEXAS 77841
 PHONE (979) 268-3195

SEE METES AND BOUNDS PREPARED APRIL,
2006, FOR MORE DESCRIPTIVE INFORMATION.
BEARING SYSTEM SHOWN HEREON IS BASED ON
GRID NORTH AS ESTABLISHED FROM GPS
OBSERVATION.

CONSTRUCTION EASEMENT NO. 4

**METES AND BOUNDS DESCRIPTION
OF A
TEMPORARY CONSTRUCTION EASEMENT
PORTION OF LOTS 1 AND 14, BLOCK 3
TAUBER ADDITION
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A TEMPORARY CONSTRUCTION EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF LOTS 1 AND 14, BLOCK 3, TAUBER ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT THE SOUTH CORNER OF SAID LOT 1 AT THE INTERSECTION OF THE NORTHWEST LINE OF CHURCH STREET (50' R.O.W.) AND THE NORTHEAST LINE OF STASNEY STREET (50' R.O.W.);

THENCE: N 47° 47' 50" W ALONG THE NORTHEAST LINE OF STASNEY STREET FOR A DISTANCE OF 17.15 FEET TO THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED EASEMENT;

THENCE: N 47° 47' 50" W CONTINUING ALONG THE NORTHEAST LINE OF STASNEY STREET FOR A DISTANCE OF 5.45 FEET TO A POINT;

THENCE: THROUGH SAID LOTS 1 AND 14 FOR THE FOLLOWING CALLS:

N 43° 42' 14" E FOR A DISTANCE OF 15.99 FEET TO A POINT;

S 48° 30' 38" E FOR A DISTANCE OF 11.56 FEET TO A POINT;

N 41° 57' 32" E FOR A DISTANCE OF 186.89 FEET TO A POINT;

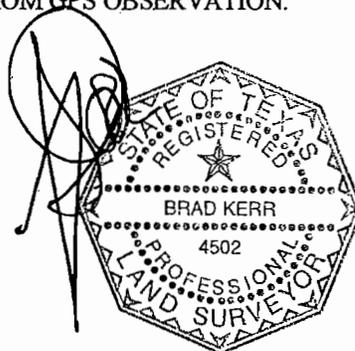
S 03° 45' 29" E FOR A DISTANCE OF 9.45 FEET TO A POINT;

S 41° 57' 32" W FOR A DISTANCE OF 179.93 FEET TO A POINT;

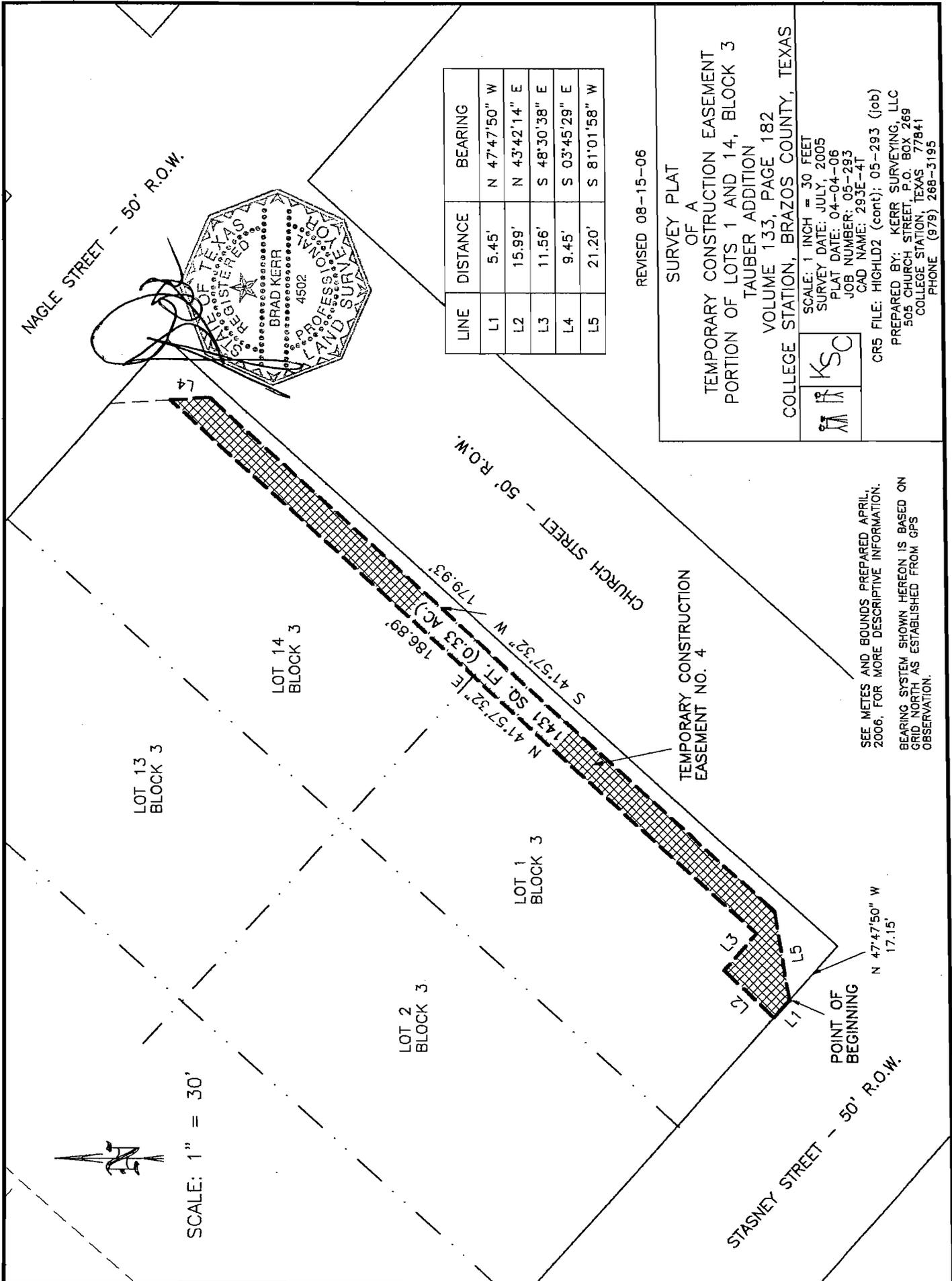
S 81° 01' 58" W FOR A DISTANCE OF 21.20 FEET TO THE POINT OF BEGINNING CONTAINING 1431 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND JULY, 2005. SEE PLAT PREPARED MARCH 2006, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

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REVISED 08-15-06



LINE	DISTANCE	BEARING
L1	5.45'	N 47°47'50" W
L2	15.99'	N 43°42'14" E
L3	11.56'	S 48°30'38" E
L4	9.45'	S 03°45'29" E
L5	21.20'	S 81°01'58" W

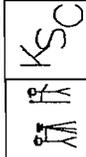
REVISED 08-15-06

SURVEY PLAT
OF A

TEMPORARY CONSTRUCTION EASEMENT
PORTION OF LOTS 1 AND 14, BLOCK 3
TAUBER ADDITION

VOLUME 133, PAGE 182
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1 INCH = 30 FEET
SURVEY DATE: JULY, 2005
PLAT DATE: 04-04-06
JOB NUMBER: 05-293
CAD NAME: 293E-4T
CRS FILE: HIGHLD2 (cont): 05-293 (job)



PREPARED BY: KERR SURVEYING, LLC
505 CHURCH STREET, P.O. BOX 269
COLLEGE STATION, TEXAS 77841
PHONE (979) 268-3195

SEE METES AND BOUNDS PREPARED APRIL, 2006, FOR MORE DESCRIPTIVE INFORMATION.
BEARING SYSTEM SHOWN HEREON IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

EASEMENT NO. 5

**METES AND BOUNDS DESCRIPTION
OF A
PUBLIC ACCESS, PUBLIC UTILITY & LANDSCAPE EASEMENT
PORTION OF LOT 4, BLOCK 6
TAUBER ADDITION
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A PUBLIC ACCESS, PUBLIC UTILITY AND LANDSCAPE EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF LOT 4, BLOCK 6, TAUBER ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT THE NORTH CORNER OF SAID LOT 4 AT THE INTERSECTION OF THE SOUTHEAST LINE OF CHURCH STREET (50' R.O.W.) AND THE SOUTHWEST LINE OF NAGLE STREET (50' R.O.W.);

THENCE: S 47° 46' 24" E ALONG THE SOUTHWEST LINE OF NAGLE STREET FOR A DISTANCE OF 20.94 FEET TO A POINT;

THENCE: THROUGH SAID LOT 4 FOR THE FOLLOWING CALLS:

S 86° 44' 22" W FOR A DISTANCE OF 27.97 FEET TO A POINT;

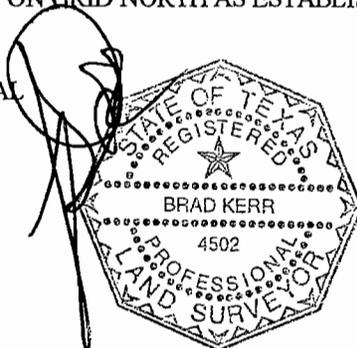
S 42° 08' 32" W FOR A DISTANCE OF 80.05 FEET TO A POINT ON THE COMMONLINE OF SAID LOT 4 AND LOT 3, BLOCK 6 (PLAT 133/182);

THENCE: N 48° 09' 29" W ALONG THE COMMON LINE OF SAID LOT 4 AND LOT 3 FOR A DISTANCE OF 0.78 FEET TO A POINT ON THE SOUTHEAST LINE OF CHURCH STREET MARKING THE COMMON CORNER OF SAID LOTS 3 AND 4;

THENCE: N 41° 50' 31" E ALONG THE SOUTHEAST LINE OF CHURCH STREET FOR A DISTANCE OF 100.00 FEET TO THE **POINT OF BEGINNING** CONTAINING 300 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND JULY, 2005. SEE PLAT PREPARED MARCH 2006, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

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REVISED 08-15-06



SCALE: 1" = 20'

POINT OF BEGINNING

NAGLE STREET - 50' R.O.W.

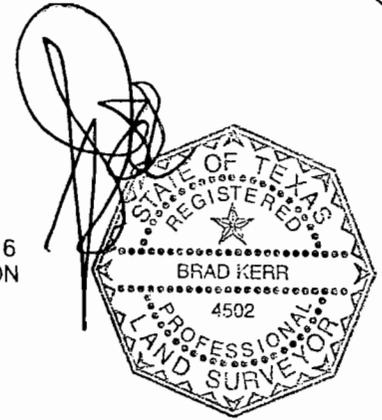
CHURCH STREET - 50' R.O.W.

S 16.32' 47.46' 24" E
300 SQ. FT.
S 86° 44' 22" W 27.97'

N 41° 50' 31" E 100.00'
S 42° 08' 32" W 85.81'

PUBLIC ACCESS
PUBLIC UTILITY AND
LANDSCAPE EASEMENT
NO. 5

LOT 4, BLOCK 6
TAUBER ADDITION
PLAT 133/182



LOT 3, BLOCK 6
TAUBER ADDITION
PLAT 133/182

LINE	DISTANCE	BEARING
L1	0.78'	N 48° 09' 29" W

REVISED 08-15-06

SURVEY PLAT
OF A PUBLIC ACCESS, PUBLIC UTILITY
AND LANDSCAPE EASEMENT
PORTION OF LOT 4, BLOCK 6
TAUBER ADDITION
VOLUME 133, PAGE 182
COLLEGE STATION, BRAZOS COUNTY, TEXAS



SCALE: 1 INCH = 20 FEET
SURVEY DATE: JULY, 2005
PLAT DATE: 04-04-06
JOB NUMBER: 05-293
CAD NAME: 293E-5

CR5 FILE: HIGHLD2 (cont); 05-293 (job)

PREPARED BY: KERR SURVEYING, LLC
505 CHURCH STREET, P.O. BOX 269
COLLEGE STATION, TEXAS 77841
PHONE (979) 268-3195

SEE METES AND BOUNDS PREPARED APRIL, 2006, FOR MORE DESCRIPTIVE INFORMATION.

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

CONSTRUCTION EASEMENT NO. 5

**METES AND BOUNDS DESCRIPTION
OF A
TEMPORARY CONSTRUCTION EASEMENT
PORTION OF LOTS 3 AND 4, BLOCK 6
TAUBER ADDITION
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A TEMPORARY CONSTRUCTION EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF LOTS 3 AND 4, BLOCK 6, TAUBER ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT THE EAST CORNER OF SAID LOT 3 AT THE INTERSECTION OF THE SOUTHEAST LINE OF CHURCH STREET (50' R.O.W.) AND THE NORTHEAST LINE OF STASNEY STREET (50' R.O.W.);

THENCE: N 41° 50' 31" E ALONG THE SOUTHEAST LINE OF CHURCH STREET FOR A DISTANCE OF 23.78 FEET TO THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED EASEMENT;

THENCE: N 41° 50' 31" E CONTINUING ALONG THE SOUTHEAST LINE OF CHURCH STREET FOR A DISTANCE OF 89.22 FEET TO A POINT MARKING THE COMMON CORNER OF SAID LOTS 3 AND 4;

THENCE: S 48° 09' 29" E ALONG THE COMMON LINE OF SAID LOTS 3 AND 4 FOR A DISTANCE OF 0.78 FEET TO A POINT;

THENCE: THROUGH SAID LOT 4 FOR THE FOLLOWING CALLS:

N 42° 08' 32" E FOR A DISTANCE OF 80.05 FEET TO A POINT;

N 86° 44' 22" E FOR A DISTANCE OF 13.51 FEET TO A POINT;

S 42° 08' 32" W FOR A DISTANCE OF 89.62 FEET TO A POINT ON THE COMMON LINE OF SAID LOTS 3 AND 4;

THENCE: S 48° 09' 29" E ALONG THE COMMON LINE OF SAID LOTS 3 AND 4 FOR A DISTANCE OF 3.62 FEET TO A POINT;

THENCE: THROUGH SAID LOT 3 FOR THE FOLLOWING CALLS:

S 41° 50' 31" W FOR A DISTANCE OF 110.30 FEET TO A POINT;

N 03° 19' 07" W FOR A DISTANCE OF 9.63 FEET TO A POINT;

N 42° 08' 32" E FOR A DISTANCE OF 14.25 FEET TO A POINT;

N 47° 51' 28" W FOR A DISTANCE OF 7.14 FEET TO THE POINT OF BEGINNING

CONSTRUCTION EASEMENT NO. 5

CONTAINING 2165 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND JULY, 2005.
SEE PLAT PREPARED MARCH 2006, FOR MORE DESCRIPTIVE INFORMATION. BEARING
SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS
OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/05-293E5T.MAB



NAGLE STREET - 50' R.O.W.

CHURCH STREET - 50' R.O.W.

STASNEY STREET
50' R.O.W.

LOT 4, BLOCK 6
TAUBER ADDITION
PLAT 133/182

LOT 3, BLOCK 6
TAUBER ADDITION
PLAT 133/182

TEMPORARY CONSTRUCTION
EASEMENT NO. 5

LINE	DISTANCE	BEARING
L1	0.78'	S 48°09'29" E
L2	13.51'	N 86°44'22" E
L3	DELETED	DELETED
L4	3.62'	S 48°09'29" E
L5	9.63'	N 03°19'07" W
L6	14.25'	N 42°08'32" E
L7	7.14'	N 47°51'28" W

REVISED 08-15-06

SURVEY PLAT

OF A

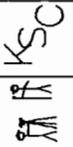
TEMPORARY CONSTRUCTION EASEMENT
PORTION OF LOTS 3 AND 4, BLOCK 6
TAUBER ADDITION

VOLUME 133, PAGE 182

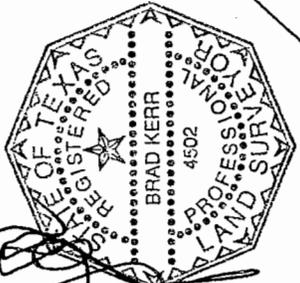
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1 INCH = 30 FEET
SURVEY DATE: JULY, 2005
PLAT DATE: 04-04-06
JOB NUMBER: 05-293
CAD NAME: 293E-5T

CR5 FILE: HIGHLD2 (cont); 05-293 (job)
PREPARED BY: KERR SURVEYING, LLC
505 CHURCH STREET, P.O. BOX 269
COLLEGE STATION, TEXAS 77841
PHONE (979) 268-3195

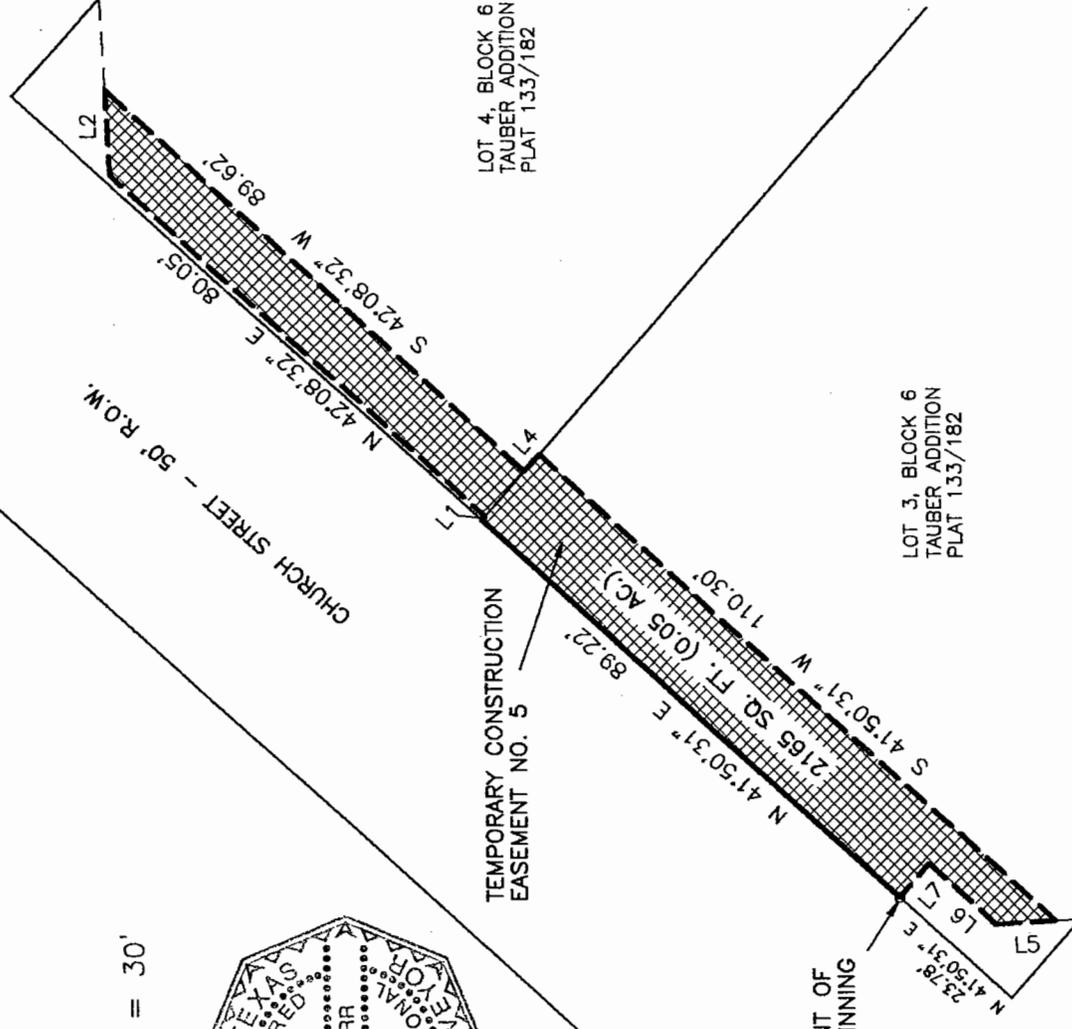


SCALE: 1" = 30'



POINT OF BEGINNING

SEE METES AND BOUNDS PREPARED APRIL, 2006, FOR MORE DESCRIPTIVE INFORMATION.
BEARING SYSTEM SHOWN HEREON IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.



EASEMENT NO. 6

**METES AND BOUNDS DESCRIPTION
OF A
PUBLIC ACCESS, PUBLIC UTILITY & LANDSCAPE EASEMENT
PORTION OF LOT 3, BLOCK 6
TAUBER ADDITION
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A PUBLIC ACCESS, PUBLIC UTILITY AND LANDSCAPE EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF LOT 3, BLOCK 6, TAUBER ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT THE EAST CORNER OF SAID LOT 3 AT THE INTERSECTION OF THE SOUTHEAST LINE OF CHURCH STREET (50' R.O.W.) AND THE NORTHEAST LINE OF STASNEY STREET (50' R.O.W.);

THENCE: N 41° 50' 31" E ALONG THE SOUTHEAST LINE OF CHURCH STREET FOR A DISTANCE OF 23.78 FEET TO A POINT;

THENCE: THROUGH SAID LOT 3 FOR THE FOLLOWING CALLS:

S 47° 51' 28" E FOR A DISTANCE OF 7.14 FEET TO A POINT;

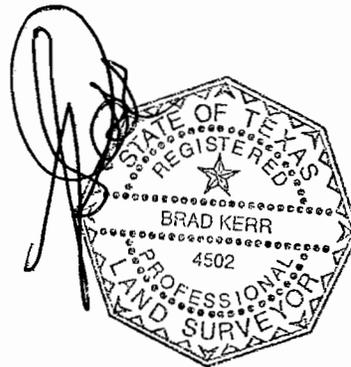
S 42° 08' 32" W FOR A DISTANCE OF 14.25 FEET TO A POINT;

S 03° 19' 07" E FOR A DISTANCE OF 13.54 FEET TO A POINT ON THE NORTHEAST LINE OF STASNEY STREET;

THENCE: N 47° 56' 42" W ALONG THE NORTHEAST LINE OF STASNEY STREET FOR A DISTANCE OF 16.67 FEET TO THE **POINT OF BEGINNING** CONTAINING 214 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND JULY, 2005. SEE PLAT PREPARED MARCH 2006, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/05-293E6.MAB



REVISED 08-15-06

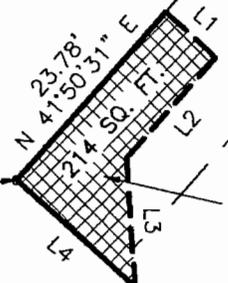


SCALE: 1" = 20'

CHURCH STREET - 50' R.O.W.

(TEMP. CONSTRUCTION EASEMENT #5)

POINT OF BEGINNING



PUBLIC ACCESS
PUBLIC UTILITY AND
LANDSCAPE EASEMENT
NO. 6

LOT 3, BLOCK 6
TAUBER ADDITION
PLAT 133/182



STASNEY STREET - 50' R.O.W.

LINE	DISTANCE	BEARING
L1	7.14'	S 47°51'28" E
L2	14.25'	S 42°08'32" W
L3	13.54'	S 03°19'07" E
L4	16.67'	N 47°56'42" W

REVISED 08-15-06

SURVEY PLAT
OF A PUBLIC ACCESS, PUBLIC UTILITY
AND LANDSCAPE EASEMENT
PORTION OF LOT 3, BLOCK 6
TAUBER ADDITION
VOLUME 133, PAGE 182
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SEE METES AND BOUNDS PREPARED APRIL, 2006, FOR MORE DESCRIPTIVE INFORMATION.

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



SCALE: 1 INCH = 20 FEET
SURVEY DATE: JULY, 2005
PLAT DATE: 04-04-06
JOB NUMBER: 05-293
CAD NAME: 293E-6

CR5 FILE: HIGHLD2 (cont); 05-293 (job)

PREPARED BY: KERR SURVEYING, LLC
505 CHURCH STREET, P.O. BOX 269
COLLEGE STATION, TEXAS 77841
PHONE (979) 268-3195

CONSTRUCTION EASEMENT NO. 6

**METES AND BOUNDS DESCRIPTION
OF A
TEMPORARY CONSTRUCTION EASEMENT
PORTION OF LOT 3, BLOCK 5
TAUBER ADDITION
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A TEMPORARY CONSTRUCTION EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF LOT 3, BLOCK 5, TAUBER ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT THE WEST CORNER OF SAID LOT 3 AT THE INTERSECTION OF THE SOUTHEAST LINE OF CHURCH STREET (50' R.O.W.) AND THE NORTHEAST LINE OF A 30.00 FOOT WIDE ALLEY;

THENCE: S 47° 51' " E ALONG THE NORTHEAST LINE OF SAID ALLEY FOR A DISTANCE OF 8.59 FEET TO THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED EASEMENT;

THENCE: N 41° 53' 49" E THROUGH SAID LOT 3 FOR A DISTANCE OF 105.87 FEET TO A POINT;

THENCE: N 87° 26' 03" E CONTINUING THROUGH SAID LOT 3 FOR A DISTANCE OF 2.80 FEET TO A POINT;

THENCE: S 41° 53' 49" W CONTINUING THROUGH SAID LOT 3 FOR A DISTANCE OF 107.84 FEET TO A POINT ON THE NORTHEAST LINE OF SAID ALLEY;

THENCE: N 47° 51' 57" W ALONG THE NORTHEAST LINE OF SAID ALLEY FOR A DISTANCE OF 2.00 FEET TO THE **POINT OF BEGINNING** CONTAINING 214 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND JULY, 2005. SEE PLAT PREPARED MARCH 2006, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/05-293E6T.MAB



REVISED 08-15-06



SCALE: 1" = 20'

STASNEY STREET
50' R.O.W.

CHURCH STREET - 50' R.O.W.

N 87°26'03" E
2.80'

TEMPORARY CONSTRUCTION
EASEMENT NO. 6
214 SQ. FT.

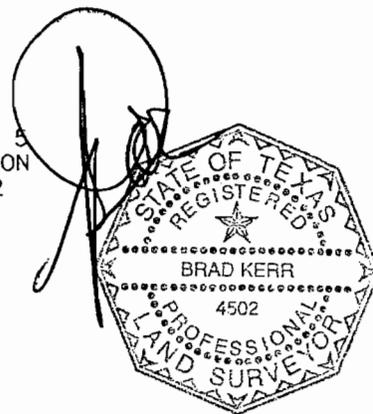
N 41°53'49" E 105.87'
S 41°53'49" W 107.84'

LOT 3, BLOCK 5
TAUBER ADDITION
PLAT 133/182

S 47°51'57" E
8.59'
POINT OF
BEGINNING

N 47°51'57" W
2.00'

30' ALLEY



REVISED 08-15-06

SURVEY PLAT
OF A
TEMPORARY CONSTRUCTION EASEMENT
PORTION OF LOT 3, BLOCK 5
TAUBER ADDITION
VOLUME 133, PAGE 182
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SEE METES AND BOUNDS PREPARED APRIL,
2006, FOR MORE DESCRIPTIVE INFORMATION.

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



SCALE: 1 INCH = 20 FEET
SURVEY DATE: JULY, 2005
PLAT DATE: 04-04-06
JOB NUMBER: 05-293
CAD NAME: 293E-6T

CR5 FILE: HIGHLD2 (cont); 05-293 (job)

PREPARED BY: KERR SURVEYING, LLC
505 CHURCH STREET, P.O. BOX 269
COLLEGE STATION, TEXAS 77841
PHONE (979) 268-3195

EASEMENT NO. 7

**METES AND BOUNDS DESCRIPTION
OF A
PUBLIC ACCESS, PUBLIC UTILITY & LANDSCAPE EASEMENT
PORTION OF LOT 3, BLOCK 5
TAUBER ADDITION
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A PUBLIC ACCESS, PUBLIC UTILITY AND LANDSCAPE EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF LOT 3, BLOCK 5, TAUBER ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT THE NORTH CORNER OF SAID LOT 3 AT THE INTERSECTION OF THE SOUTHWEST LINE OF STASNEY STREET (50' R.O.W.) AND THE SOUTHEAST LINE OF CHURCH STREET (50' R.O.W.);

THENCE: S 47° 51' 57" E ALONG THE SOUTHWEST LINE OF STASNEY STREET FOR A DISTANCE OF 15.18 FEET TO A POINT;

THENCE: S 87° 26' 03" W THROUGH SAID LOT 3 FOR A DISTANCE OF 21.24 FEET TO A POINT ON THE SOUTHEAST LINE OF CHURCH STREET;

THENCE: N 41° 50' 31" E ALONG THE SOUTHEAST LINE OF CHURCH STREET FOR A DISTANCE OF 14.94 FEET TO THE **POINT OF BEGINNING** CONTAINING 113 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND JULY, 2005. SEE PLAT PREPARED MARCH 2006, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/05-293E7.MAB



REVISED 08-15-06



SCALE: 1" = 20'

PUBLIC ACCESS
PUBLIC UTILITY AND
LANDSCAPE EASEMENT
NO. 7

POINT OF
BEGINNING

STASNEY STREET
50' R.O.W.

N 41°50'31" E
14.94'

S 47°51'57" E
15.18'

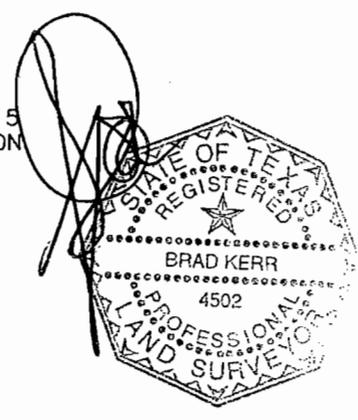
113
SQ. FT.

S 87°26'03" W
21.24'

CHURCH STREET - 50' R.O.W.

(PROPOSED PUBLIC UTILITY EASEMENT)
(TEMP. CONSTRUCTION EASEMENT #6)

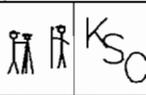
LOT 3, BLOCK 5
TAUBER ADDITION
PLAT 133/182



30' ALLEY

REVISED 08-15-06

SURVEY PLAT
OF A PUBLIC ACCESS, PUBLIC UTILITY
AND LANDSCAPE EASEMENT
PORTION OF LOT 3, BLOCK 5
TAUBER ADDITION
VOLUME 133, PAGE 182
COLLEGE STATION, BRAZOS COUNTY, TEXAS

	SCALE: 1 INCH = 20 FEET SURVEY DATE: JULY, 2005 PLAT DATE: 04-04-06 JOB NUMBER: 05-293 CAD NAME: 293E-7 CR5 FILE: HIGHLD2 (cont); 05-293 (job) PREPARED BY: KERR SURVEYING, LLC 505 CHURCH STREET, P.O. BOX 269 COLLEGE STATION, TEXAS 77841 PHONE (979) 268-3195
--	--

SEE METES AND BOUNDS PREPARED APRIL, 2006, FOR MORE DESCRIPTIVE INFORMATION.

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

CONSTRUCTION EASEMENT NO. 7

**METES AND BOUNDS DESCRIPTION
OF A
TEMPORARY CONSTRUCTION EASEMENT
PORTION OF "CHURCH LOT", BLOCK 5
TAUBER ADDITION
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A TEMPORARY CONSTRUCTION EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF THE LOT DESIGNATED AS THE "CHURCH LOT", BLOCK 5, TAUBER ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT THE NORTH CORNER OF SAID LOT AT THE INTERSECTION OF THE SOUTHEAST LINE OF CHURCH STREET (40' R.O.W.) AND THE SOUTHWEST LINE OF A 30.00 FOOT WIDE ALLEY;

THENCE: S 47° 51' 57" E ALONG THE SOUTHWEST LINE OF SAID ALLEY FOR A DISTANCE OF 19.82 FEET TO THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED EASEMENT;

THENCE: S 47° 51' 57" E CONTINUING ALONG THE SOUTHWEST LINE OF SAID ALLEY FOR A DISTANCE OF 3.19 FEET TO A POINT;

THENCE: S 41° 52' 41" W THROUGH SAID LOT FOR A DISTANCE OF 81.59 FEET TO A POINT;

THENCE: N 47° 10' 53" W CONTINUING THROUGH SAID LOT FOR A DISTANCE OF 3.19 FEET TO A POINT;

THENCE: N 41° 52' 41" E CONTINUING THROUGH SAID LOT FOR A DISTANCE OF 81.55 FEET TO THE **POINT OF BEGINNING** CONTAINING 260 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND JULY, 2005. SEE PLAT PREPARED MARCH 2006, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/05-293E7T.MAB



REVISED 08-15-06



SCALE: 1" = 20'

CHURCH STREET - 40'-50' R.O.W.

POINT OF BEGINNING

S 47°51'57" E
3.19'

30' ALLEY

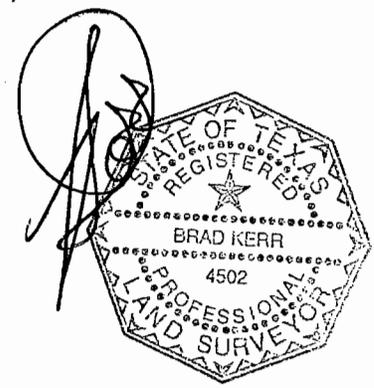
(PUBLIC ACCESS, PUBLIC UTILITY &
LANDSCAPE EASEMENT NO. 8)

TEMPORARY CONSTRUCTION
EASEMENT NO. 7

"CHURCH LOT", BLOCK 5
TAUBER ADDITION
PLAT 133/182

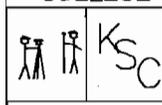
N 47°10'53" W
3.19'

TAUBER STREET - 40' R.O.W.



REVISED 08-15-06

SURVEY PLAT
OF A
TEMPORARY CONSTRUCTION EASEMENT
PORTION OF BLOCK 5
TAUBER ADDITION
VOLUME 133, PAGE 182
COLLEGE STATION, BRAZOS COUNTY, TEXAS



SCALE: 1 INCH = 20 FEET
SURVEY DATE: JULY, 2005
PLAT DATE: 04-04-06
JOB NUMBER: 05-293
CAD NAME: 293E-7T

CR5 FILE: HIGHLD2 (cont); 05-293 (job)
PREPARED BY: KERR SURVEYING, LLC
505 CHURCH STREET, P.O. BOX 269
COLLEGE STATION, TEXAS 77841
PHONE (979) 268-3195

SEE METES AND BOUNDS PREPARED APRIL,
2006, FOR MORE DESCRIPTIVE INFORMATION.

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

EASEMENT NO. 8

**METES AND BOUNDS DESCRIPTION
OF A
PUBLIC ACCESS, PUBLIC UTILITY & LANDSCAPE EASEMENT
PORTION OF "CHURCH LOT", BLOCK 5
TAUBER ADDITION
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A PUBLIC ACCESS AND PUBLIC UTILITY EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF THE LOT DESIGNATED AS THE "CHURCH LOT", BLOCK 5, TAUBER ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT THE WEST CORNER OF SAID LOT AT THE INTERSECTION OF THE SOUTHEAST LINE OF CHURCH STREET (40' R.O.W.) AND THE NORTHEAST LINE OF TAUBER STREET (40' R.O.W.);

THENCE: N 41° 50' 31" E ALONG THE SOUTHEAST LINE OF CHURCH STREET FOR A DISTANCE OF 100.00 FEET TO THE NORTH CORNER OF SAID LOT AT THE INTERSECTION OF THE SOUTHEAST LINE OF CHURCH STREET WITH THE SOUTHWEST LINE OF A 30.00 FOOT WIDE ALLEY;

THENCE: S 47° 51' 57" E ALONG THE SOUTHWEST LINE OF SAID ALLEY FOR A DISTANCE OF 19.82 FEET TO A POINT;

THENCE: S 41° 52' 41" W THROUGH SAID LOT FOR A DISTANCE OF 81.55 FEET TO A POINT;

THENCE: S 47° 10' 23" E CONTINUING THROUGH SAID LOT FOR A DISTANCE OF 3.19 FEET TO A POINT;

THENCE: S 42° 12' 10" W CONTINUING THROUGH SAID LOT FOR A DISTANCE OF 18.43 FEET TO A POINT ON THE NORTHEAST LINE OF TAUBER STREET, SAME BEING THE SOUTHWEST LINE OF SAID LOT;

THENCE: N 47° 47' 50" W ALONG THE NORTHEAST LINE OF TAUBER STREET FOR A DISTANCE OF 22.85 FEET TO THE **POINT OF BEGINNING** CONTAINING 2037 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND JULY, 2005. SEE PLAT PREPARED MARCH 2006, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/05-293E8.MAB



REVISED 08-15-06



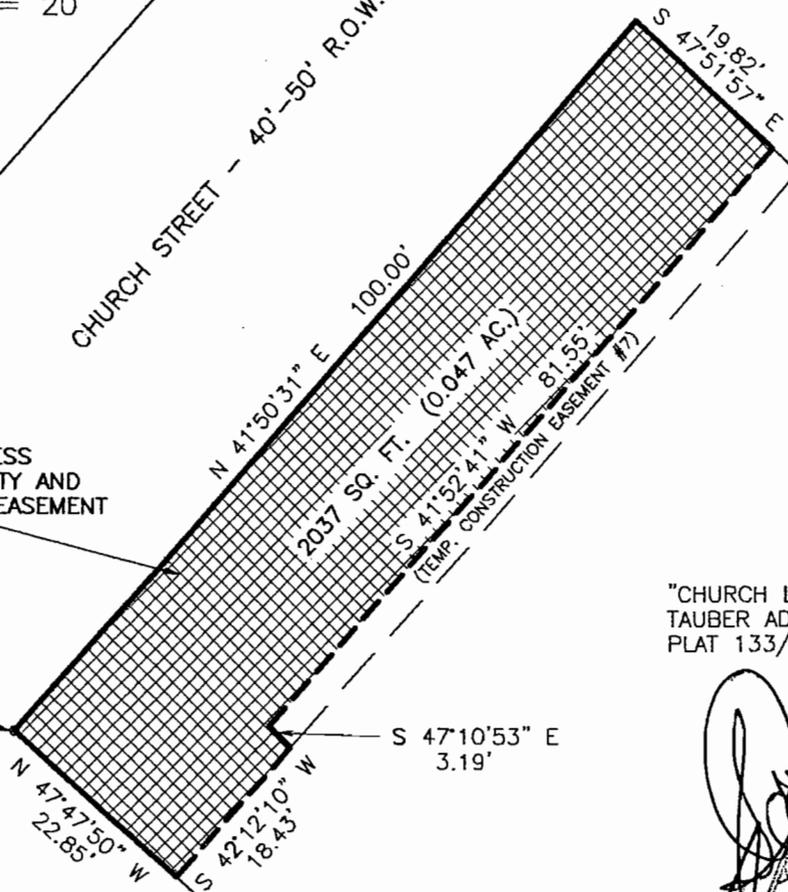
SCALE: 1" = 20'

CHURCH STREET -- 40'-50' R.O.W.

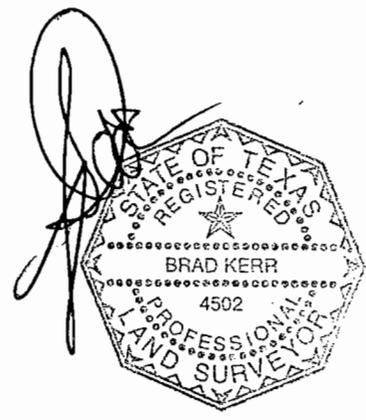
30' ALLEY

PUBLIC ACCESS
PUBLIC UTILITY AND
LANDSCAPE EASEMENT
NO. 8

POINT OF
BEGINNING



"CHURCH LOT", BLOCK 5
TAUBER ADDITION
PLAT 133/182



TAUBER STREET -- 40' R.O.W.

REVISED 08-15-06

SURVEY PLAT
OF A PUBLIC ACCESS, PUBLIC UTILITY
AND LANDSCAPE EASEMENT
PORTION OF BLOCK 5
TAUBER ADDITION
VOLUME 133, PAGE 182
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SEE METES AND BOUNDS PREPARED APRIL,
2006, FOR MORE DESCRIPTIVE INFORMATION.

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



SCALE: 1 INCH = 20 FEET
SURVEY DATE: JULY, 2005
PLAT DATE: 04-04-06
JOB NUMBER: 05-293
CAD NAME: 293E-8

CR5 FILE: HIGHLD2 (cont); 05-293 (job)
PREPARED BY: KERR SURVEYING, LLC
505 CHURCH STREET, P.O. BOX 269
COLLEGE STATION, TEXAS 77841
PHONE (979) 268-3195

EASEMENT NO. 9

**METES AND BOUNDS DESCRIPTION
OF A
PUBLIC ACCESS, PUBLIC UTILITY & LANDSCAPE EASEMENT
PORTION OF LOT 11, BLOCK 2
BOYETT'S SUBDIVISION
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A PUBLIC ACCESS, PUBLIC UTILITY AND LANDSCAPE EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF LOT 11, BLOCK 2, BOYETT'S SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 38, PAGE 614 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT THE NORTH CORNER OF SAID LOT 11 AT THE INTERSECTION OF THE SOUTHEAST LINE OF CHURCH STREET (40' R.O.W.) AND THE SOUTHWEST LINE OF TAUBER STREET (40' R.O.W.);

THENCE: S 48° 13' 51" E ALONG THE SOUTHWEST LINE OF TAUBER STREET FOR A DISTANCE OF 19.45 FEET TO A POINT;

THENCE: THROUGH SAID LOT 11 FOR THE FOLLOWING CALLS:

S 41° 46' 09" W FOR A DISTANCE OF 6.15 FEET TO A POINT;

N 85° 17' 07" W FOR A DISTANCE OF 17.29 FEET TO A POINT;

S 42° 09' 06" W ALONG THE NORTHWEST LINE OF AN EXISTING BUILDING AND THE EXTENSION THEREOF FOR A DISTANCE OF 87.54 FEET TO A WEST CORNER OF SAID BUILDING;

S 47° 39' 27" E ALONG THE SOUTHWEST LINE OF SAID BUILDING FOR A DISTANCE OF 6.99 FEET TO A POINT;

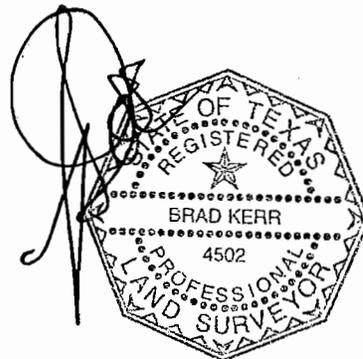
S 42° 49' 07" W LEAVING SAID BUILDING FOR A DISTANCE OF 10.83 FEET TO A POINT ON THE NORTHEAST LINE OF LODGE STREET (30' R.O.W.);

THENCE: N 48° 13' 51" W ALONG THE NORTHEAST LINE OF LODGE STREET FOR A DISTANCE OF 11.83 FEET TO A POINT ON THE SOUTHEAST LINE OF CHURCH STREET MARKING THE WEST CORNER OF SAID LOT 11;

THENCE: N 41° 45' 15" E ALONG THE SOUTHEAST LINE OF CHURCH STREET FOR A DISTANCE OF 115.00 FEET TO THE **POINT OF BEGINNING** CONTAINING 848 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND JULY, 2005. SEE PLAT PREPARED MARCH 2006, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/05-293E9.MAB

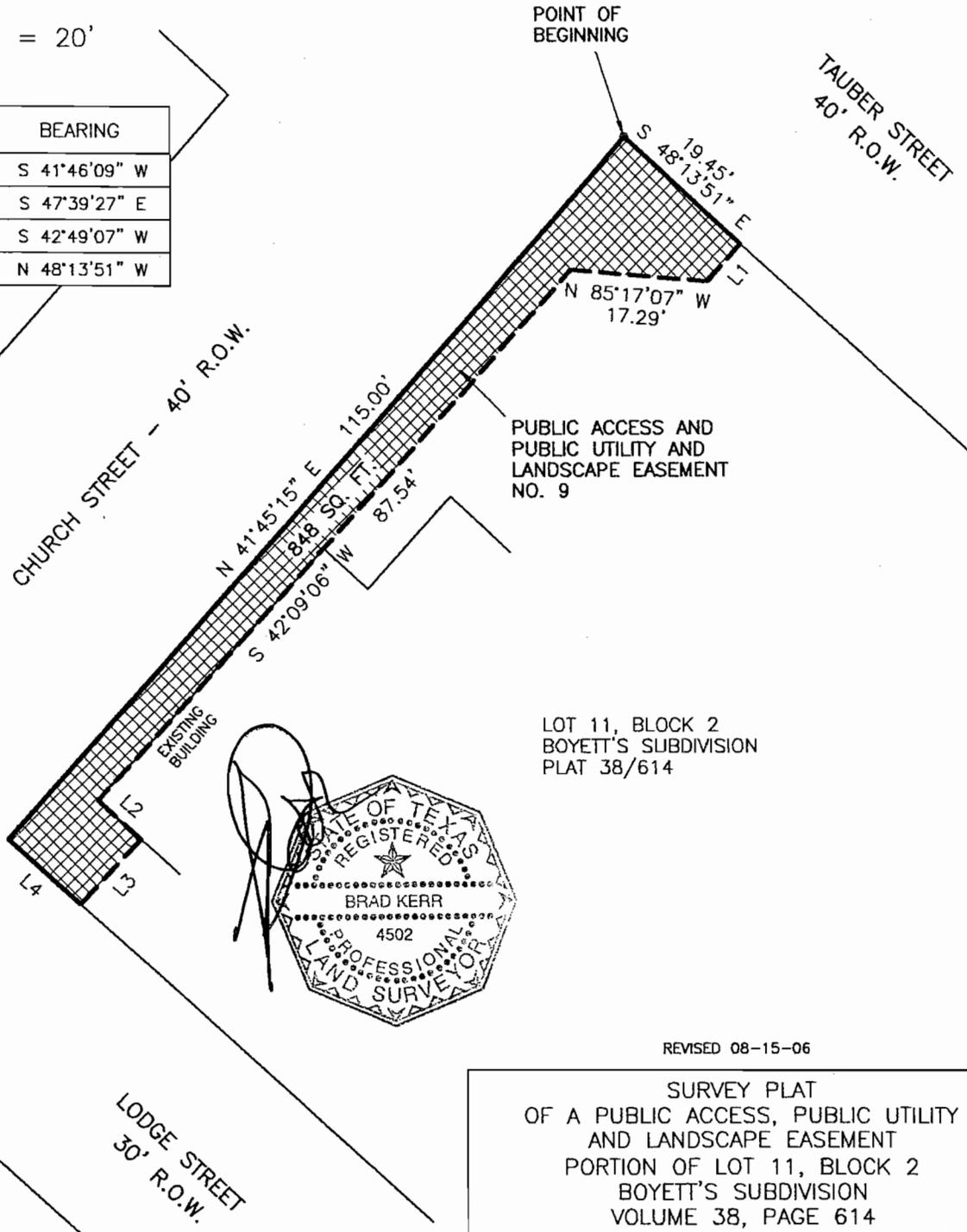


REVISED 08-15-06



SCALE: 1" = 20'

LINE	DISTANCE	BEARING
L1	6.15'	S 41°46'09" W
L2	6.99'	S 47°39'27" E
L3	10.83'	S 42°49'07" W
L4	11.83'	N 48°13'51" W



REVISED 08-15-06

SURVEY PLAT
OF A PUBLIC ACCESS, PUBLIC UTILITY
AND LANDSCAPE EASEMENT
PORTION OF LOT 11, BLOCK 2
BOYETT'S SUBDIVISION
VOLUME 38, PAGE 614
COLLEGE STATION, BRAZOS COUNTY, TEXAS



SCALE: 1 INCH = 20 FEET
 SURVEY DATE: JULY, 2005
 PLAT DATE: 04-04-06
 JOB NUMBER: 05-293
 CAD NAME: 293E-9

CR5 FILE: HIGHLD2 (cont); 05-293 (job)

PREPARED BY: KERR SURVEYING, LLC
 505 CHURCH STREET, P.O. BOX 269
 COLLEGE STATION, TEXAS 77841
 PHONE (979) 268-3195

SEE METES AND BOUNDS PREPARED APRIL, 2006, FOR MORE DESCRIPTIVE INFORMATION.

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

EASEMENT NO. 10

**METES AND BOUNDS DESCRIPTION
OF A
PUBLIC ACCESS, PUBLIC UTILITY & LANDSCAPE EASEMENT
PORTION OF LOT 12, BLOCK 2
BOYETT'S SUBDIVISION
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A PUBLIC ACCESS, PUBLIC UTILITY AND LANDSCAPE EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF LOT 12, BLOCK 2, BOYETT'S SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 38, PAGE 614 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT THE NORTH CORNER OF SAID LOT 12 AT THE INTERSECTION OF THE SOUTHEAST LINE OF CHURCH STREET (40' R.O.W.) AND THE SOUTHWEST LINE OF LODGE STREET (30' R.O.W.);

THENCE: S 48° 13' 45" E ALONG THE SOUTHWEST LINE OF LODGE STREET FOR A DISTANCE OF 4.63 FEET TO A POINT;

THENCE: S 41° 48' 07" W THROUGH SAID LOT 12 AND ALONG THE NORTHWEST LINE OF AN EXISTING BUILDING AND THE EXTENSION THEREOF FOR A DISTANCE OF 86.13 FEET TO A POINT;

THENCE: N 49° 17' 44" W CONTINUING THROUGH SAID LOT 12 AND LEAVING SAID BUILDING FOR A DISTANCE OF 4.56 FEET TO A POINT ON THE SOUTHEAST LINE O CHURCH STREET;

THENCE: N 41° 45' 15" E ALONG THE SOUTHEAST LINE OF CHURCH STREET FOR A DISTANCE OF 86.22 FEET TO THE **POINT OF BEGINNING** CONTAINING 396 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND JULY, 2005. SEE PLAT PREPARED MARCH 2006, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/05-293E10.MAB



REVISED 08-15-06

EASEMENT NO. 11

**METES AND BOUNDS DESCRIPTION
OF A
PUBLIC ACCESS, PUBLIC UTILITY & LANDSCAPE EASEMENT
PORTION OF LOT 12, BLOCK 2
BOYETT'S SUBDIVISION
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A PUBLIC ACCESS, PUBLIC UTILITY AND LANDSCAPE EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF LOT 12, BLOCK 2, BOYETT'S SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 38, PAGE 614 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT THE WEST CORNER OF SAID LOT 12 AT THE INTERSECTION OF THE SOUTHEAST LINE OF CHURCH STREET (40' R.O.W.) AND THE NORTHEAST LINE OF COLLEGE MAIN (50' R.O.W.);

THENCE: N 41° 45' 15" E ALONG THE SOUTHEAST LINE OF CHURCH STREET FOR A DISTANCE OF 19.16 FEET TO A POINT;

THENCE: THROUGH SAID LOT 12 FOR THE FOLLOWING CALLS:

S 48° 14' 45" E ALONG THE WESTERLY LINE OF AN EXISTING BUILDING AND THE EXTENSION THEREOF FOR A DISTANCE OF 7.79 FEET TO A POINT;

S 41° 42' 00" W CONTINUING ALONG SAID BUILDING FOR A DISTANCE OF 8.34 FEET TO A POINT;

S 48° 18' 00" E CONTINUING ALONG SAID BUILDING FOR A DISTANCE OF 5.42 FEET TO A POINT;

S 41° 42' 00" W CONTINUING ALONG SAID BUILDING FOR A DISTANCE OF 5.35 FEET TO A POINT;

S 48° 25' 14" E CONTINUING ALONG SAID BUILDING FOR A DISTANCE OF 5.33 FEET TO A POINT;

S 41° 26' 12" W CONTINUING ALONG SAID BUILDING FOR A DISTANCE OF 4.81 FEET TO A POINT;

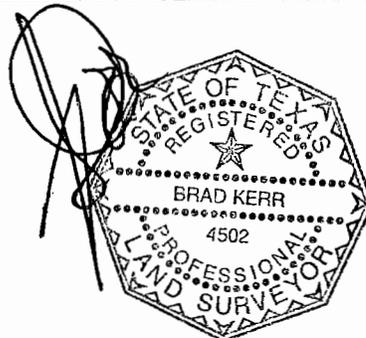
S 48° 41' 03" E CONTINUING ALONG SAID BUILDING FOR A DISTANCE OF 18.64 FEET TO A POINT;

S 41° 45' 31" W CONTINUING ALONG SAID BUILDING AND THE EXTENSION THEREOF FOR A DISTANCE OF 3.44 FEET TO A POINT ON THE NORTHEAST LINE OF COLLEGE MAIN;

THENCE: N 44° 13' 49" W ALONG THE NORTHEAST LINE OF COLLEGE MAIN FOR A DISTANCE OF 37.31 FEET TO THE **POINT OF BEGINNING** CONTAINING 300 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND JULY, 2005. SEE PLAT PREPARED MARCH 2006, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

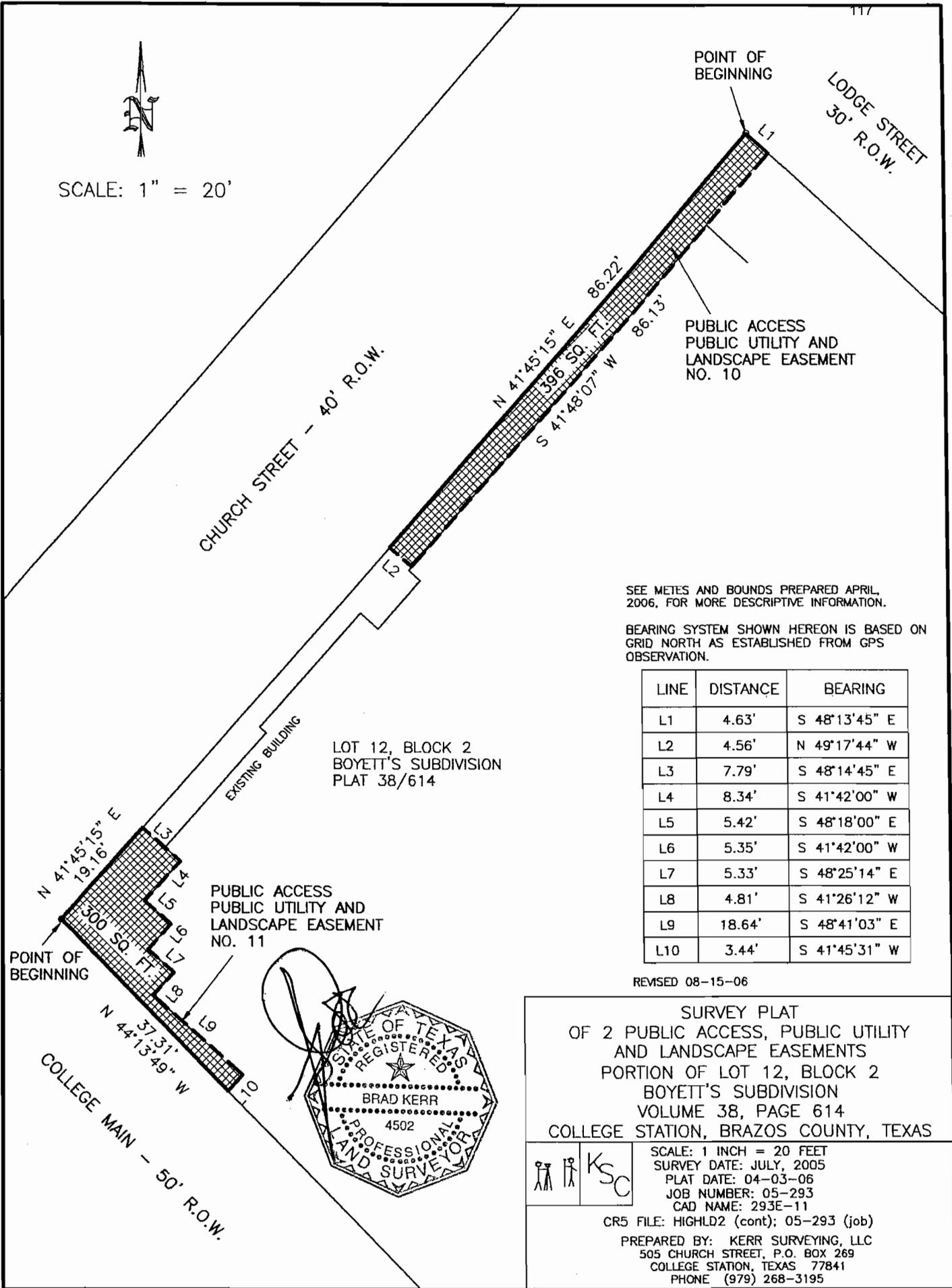
D:/WORK/MAB/05-293E11.MAB



REVISED 08-15-06



SCALE: 1" = 20'



CHURCH STREET - 40' R.O.W.

LODGE STREET
30' R.O.W.

PUBLIC ACCESS
PUBLIC UTILITY AND
LANDSCAPE EASEMENT
NO. 10

LOT 12, BLOCK 2
BOYETT'S SUBDIVISION
PLAT 38/614

EXISTING BUILDING

PUBLIC ACCESS
PUBLIC UTILITY AND
LANDSCAPE EASEMENT
NO. 11

POINT OF
BEGINNING

N 41°45'15" E
19.16'

N 44°13'49" W
37.31'

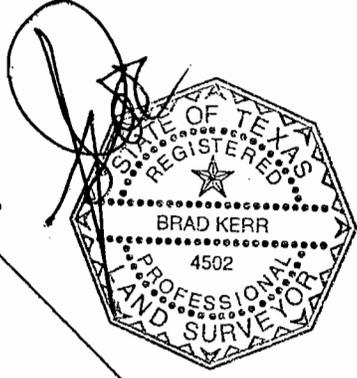
COLLEGE MAIN - 50' R.O.W.

SEE METES AND BOUNDS PREPARED APRIL, 2006, FOR MORE DESCRIPTIVE INFORMATION.

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

LINE	DISTANCE	BEARING
L1	4.63'	S 48°13'45" E
L2	4.56'	N 49°17'44" W
L3	7.79'	S 48°14'45" E
L4	8.34'	S 41°42'00" W
L5	5.42'	S 48°18'00" E
L6	5.35'	S 41°42'00" W
L7	5.33'	S 48°25'14" E
L8	4.81'	S 41°26'12" W
L9	18.64'	S 48°41'03" E
L10	3.44'	S 41°45'31" W

REMSD 08-15-06



SURVEY PLAT
OF 2 PUBLIC ACCESS, PUBLIC UTILITY
AND LANDSCAPE EASEMENTS
PORTION OF LOT 12, BLOCK 2
BOYETT'S SUBDIVISION
VOLUME 38, PAGE 614
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1 INCH = 20 FEET
 SURVEY DATE: JULY, 2005
 PLAT DATE: 04-03-06
 JOB NUMBER: 05-293
 CAD NAME: 293E-11
 CR5 FILE: HIGHLD2 (cont); 05-293 (job)
 PREPARED BY: KERR SURVEYING, LLC
 505 CHURCH STREET, P.O. BOX 269
 COLLEGE STATION, TEXAS 77841
 PHONE (979) 268-3195

EASEMENT NO. 12

**METES AND BOUNDS DESCRIPTION
OF A
PUBLIC ACCESS, PUBLIC UTILITY & LANDSCAPE EASEMENT
PORTION OF LOT 2R
THE RAMPARTS
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A PUBLIC ACCESS, PUBLIC UTILITY AND LANDSCAPE EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF LOT 2R, THE RAMPARTS, ACCORDING TO THE PLAT RECORDED IN VOLUME 4512, PAGE 277 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT THE SOUTH CORNER OF SAID LOT 2R AT THE INTERSECTION OF THE NORTHEAST LINE OF NAGLE STREET (50' R.O.W.) AND THE NORTHWEST LINE OF CHURCH STREET (VARIABLE R.O.W.);

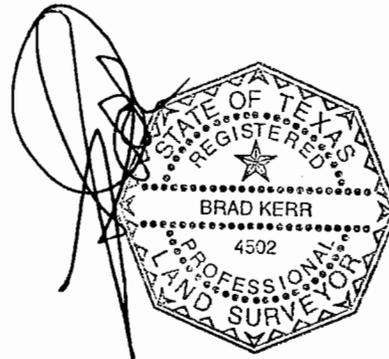
THENCE: N 47° 47' 50" W ALONG THE NORTHEAST LINE OF NAGLE STREET FOR A DISTANCE OF 20.80 FEET TO A POINT;

THENCE: S 87° 41' 59" E THROUGH SAID LOT 2R FOR A DISTANCE OF 27.02 FEET TO A POINT ON THE NORTHWEST LINE OF CHURCH STREET;

THENCE: S 41° 58' 50" W ALONG THE NORTHWEST LINE OF CHURCH STREET FOR A DISTANCE OF 17.34 FEET TO THE **POINT OF BEGINNING** CONTAINING 180 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND JULY, 2005. SEE PLAT PREPARED AUGUST 2006, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/06-573E-1.MAB





SCALE: 1" = 20'

LOT 2R
THE RAMPARTS
4512/277

NAGLE STREET - 50' R.O.W.

CHURCH STREET
VARIABLE R.O.W.

S 87°41'59" E
27.02'

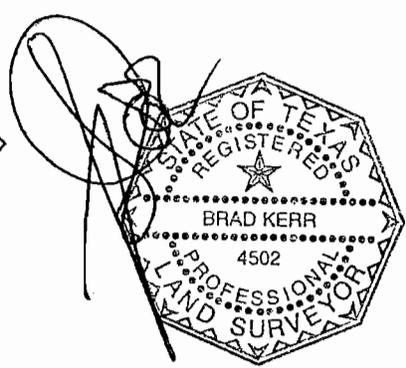
N 47°47'50" W
20.80'

S 41°58'50" W
17.34'

180 SQ. FT.

PUBLIC ACCESS,
PUBLIC UTILITY AND
LANDSCAPE EASEMENT
NO. 12

POINT OF
BEGINNING



SURVEY PLAT
OF A PUBLIC ACCESS, PUBLIC UTILITY
AND LANDSCAPE EASEMENT
PORTION OF LOT 2R
THE RAMPARTS
VOLUME 4512, PAGE 277
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SEE METES AND BOUNDS PREPARED AUGUST,
2006, FOR MORE DESCRIPTIVE INFORMATION.

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



SCALE: 1 INCH = 20 FEET
SURVEY DATE: JULY, 2005
PLAT DATE: 08-16-06
JOB NUMBER: 06-573
CAD NAME: 06-573E-1

CR5 FILE: HIGHLD2 (cont); 05-293 (job)

PREPARED BY: KERR SURVEYING, LLC
505 CHURCH STREET, P.O. BOX 269
COLLEGE STATION, TEXAS 77841
PHONE (979) 268-3195

CONSTRUCTION EASEMENT NO. 12

**METES AND BOUNDS DESCRIPTION
OF A
TEMPORARY CONSTRUCTION EASEMENT
PORTION OF LOT 2R
THE RAMPARTS
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A TEMPORARY CONSTRUCTION EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF LOT 2R, THE RAMPARTS, ACCORDING TO THE PLAT RECORDED IN VOLUME 4512, PAGE 277 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT THE SOUTH CORNER OF SAID LOT 2R AT THE INTERSECTION OF THE NORTHEAST LINE OF NAGLE STREET (50' R.O.W.) AND THE NORTHWEST LINE OF CHURCH STREET (VARIABLE R.O.W.);

THENCE: N 47° 47' 50" W ALONG THE NORTHEAST LINE OF NAGLE STREET FOR A DISTANCE OF 20.80 FEET TO A POINT;

THENCE: S 87° 41' 59" E THROUGH SAID LOT 2R FOR A DISTANCE OF 13.41 FEET TO THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED EASEMENT;

THENCE: CONTINUING THROUGH SAID LOT 2R FOR THE FOLLOWING CALLS:

N 02° 18' 01" E FOR A DISTANCE OF 8.00 FEET TO A POINT;

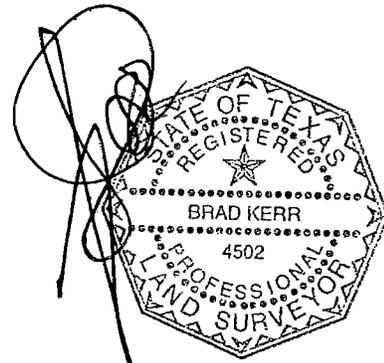
S 87° 41' 59" E FOR A DISTANCE OF 10.00 FEET TO A POINT;

S 02° 18' 01" W FOR A DISTANCE OF 8.00 FEET TO A POINT;

N 87° 41' 59" W FOR A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING** CONTAINING 80 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND JULY, 2005. SEE PLAT PREPARED AUGUST 2006, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/06-573E-1T.MAB





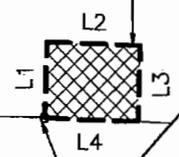
SCALE: 1" = 20'

LINE	DISTANCE	BEARING
L1	8.00'	N 02°18'01" E
L2	10.00'	S 87°41'59" E
L3	8.00'	S 02°18'01" W
L4	10.00'	N 87°41'59" W

LOT 2R
THE RAMPARTS
4512/277

TEMPORARY CONSTRUCTION
EASEMENT
NO. 12
80 SQ. FT.

S 87°41'59" E
13.41'

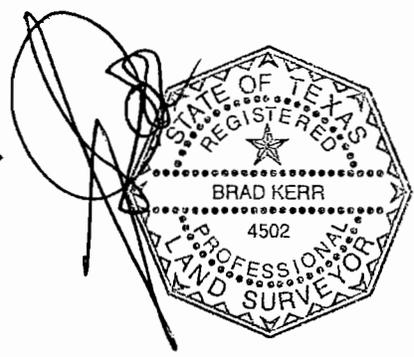


N 47°41'50" W
20.80'

POINT OF
BEGINNING

NAGLE STREET - 50' R.O.W.

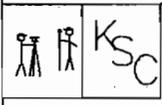
CHURCH STREET
VARIABLE R.O.W.



SEE METES AND BOUNDS PREPARED AUGUST,
2006, FOR MORE DESCRIPTIVE INFORMATION.

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

SURVEY PLAT
OF A
TEMPORARY CONSTRUCTION EASEMENT
PORTION OF LOT 2R
THE RAMPARTS
VOLUME 4512, PAGE 277
COLLEGE STATION, BRAZOS COUNTY, TEXAS



SCALE: 1 INCH = 20 FEET
SURVEY DATE: JULY, 2005
PLAT DATE: 08-16-06
JOB NUMBER: 06-573
CAD NAME: 06-573E-1T

CR5 FILE: HIGHLD2 (cont); 05-293 (job)

PREPARED BY: KERR SURVEYING, LLC
505 CHURCH STREET, P.O. BOX 269
COLLEGE STATION, TEXAS 77841
PHONE (979) 268-3195

EASEMENT NO. 13

**METES AND BOUNDS DESCRIPTION
OF A
PUBLIC ACCESS, PUBLIC UTILITY & LANDSCAPE EASEMENT
PORTION OF BLOCK 7
TAUBER ADDITION
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A PUBLIC ACCESS, PUBLIC UTILITY AND LANDSCAPE EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF BLOCK 7, TAUBER ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT THE WEST CORNER OF SAID BLOCK 7 AT THE INTERSECTION OF THE NORTHEAST LINE OF NAGLE STREET (50' R.O.W.) AND THE SOUTHEAST LINE OF CHURCH STREET (VARIABLE R.O.W.);

THENCE: N 42° 06' 56" E ALONG THE SOUTHEAST LINE OF CHURCH STREET FOR A DISTANCE OF 110.00 FEET TO A POINT;

THENCE: THROUGH SAID BLOCK 7 FOR THE FOLLOWING CALLS:

S 47° 46' 25" E FOR A DISTANCE OF 15.03 FEET TO A POINT;

S 42° 07' 02" W FOR A DISTANCE OF 104.03 FEET TO A POINT;

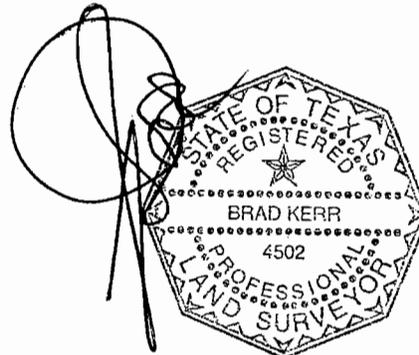
S 47° 46' 24" E FOR A DISTANCE OF 22.36 FEET TO A POINT;

S 42° 49' 07" W FOR A DISTANCE OF 6.00 FEET TO A POINT ON THE NORTHEAST LINE OF NAGLE STREET;

THENCE: N 47° 46' 24" W ALONG THE NORTHEAST LINE OF NAGLE STREET FOR A DISTANCE OF 37.32 FEET TO THE **POINT OF BEGINNING** CONTAINING 1787 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND JULY, 2005. SEE PLAT PREPARED AUGUST 2006, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/06-573E-2.MAB





SCALE: 1" = 20'

PUBLIC ACCESS,
PUBLIC UTILITY AND
LANDSCAPE EASEMENT
NO. 13

S 47°46'25" E
15.03'

CHURCH STREET
VARIABLE R.O.W.

N 42°06'56" E 110.00'
1787 SQ. FT. (0.04 AC.)
S 42°07'02" W 104.03'

EXISTING BUILDING

PORTION BLOCK 7
TAUBER ADDITION
133/182

POINT OF
BEGINNING

N 47°46'24" W
37.32'

S 47°46'24" E
22.36'

S 42°49'07" W
6.00'

NAGLE STREET - 50' R.O.W.



SEE METES AND BOUNDS PREPARED AUGUST,
2006, FOR MORE DESCRIPTIVE INFORMATION.

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

SURVEY PLAT
OF A PUBLIC ACCESS, PUBLIC UTILITY
AND LANDSCAPE EASEMENT
PORTION OF BLOCK 7
TAUBER ADDITION
VOLUME 133, PAGE 182
COLLEGE STATION, BRAZOS COUNTY, TEXAS



SCALE: 1 INCH = 20 FEET
SURVEY DATE: JULY, 2005
PLAT DATE: 08-16-06
JOB NUMBER: 06-573
CAD NAME: 06-573E-2

CR5 FILE: HIGHLD2 (cont); 05-293 (job)

PREPARED BY: KERR SURVEYING, LLC
505 CHURCH STREET, P.O. BOX 269
COLLEGE STATION, TEXAS 77841
PHONE (979) 268-3195

CONSTRUCTION EASEMENT NO. 13

**METES AND BOUNDS DESCRIPTION
OF A
TEMPORARY CONSTRUCTION EASEMENT
PORTION OF BLOCK 7
TAUBER ADDITION
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A TEMPORARY CONSTRUCTION EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF BLOCK 7, TAUBER ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT THE WEST CORNER OF SAID BLOCK 7 AT THE INTERSECTION OF THE NORTHEAST LINE OF NAGLE STREET (50' R.O.W.) AND THE SOUTHEAST LINE OF CHURCH STREET (VARIABLE R.O.W.);

THENCE: S 47° 46' 24" E ALONG THE NORTHEAST LINE OF NAGLE STREET FOR A DISTANCE OF 37.32 FEET TO A POINT;

THENCE: THROUGH SAID BLOCK 7 FOR THE FOLLOWING CALLS:

N 42° 49' 07" E FOR A DISTANCE OF 6.00 FEET TO A POINT;

N 47° 46' 24" W FOR A DISTANCE OF 6.95 FEET TO THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED EASEMENT;

THENCE: CONTINUING THROUGH SAID BLOCK 7 FOR THE FOLLOWING CALLS:

N 47° 46' 24" W FOR A DISTANCE OF 15.41 FEET TO A POINT;

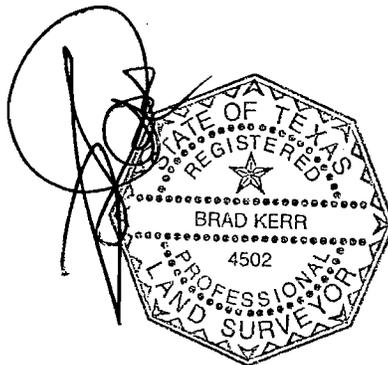
N 42° 07' 02" E FOR A DISTANCE OF 4.00 FEET TO A POINT;

S 47° 46' 24" E FOR A DISTANCE OF 15.43 FEET TO A POINT;

S 42° 13' 36" W FOR A DISTANCE OF 4.00 FEET TO THE **POINT OF BEGINNING** CONTAINING 61.7 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND JULY, 2005. SEE PLAT PREPARED AUGUST 2006, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/06-573E-2T.MAB





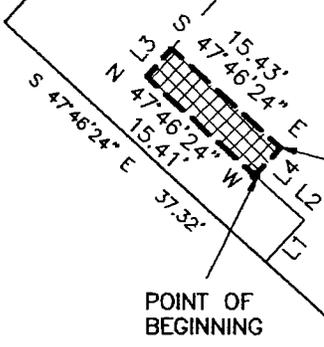
SCALE: 1" = 20'

LINE	DISTANCE	BEARING
L1	6.00'	N 42°49'07" E
L2	6.95'	N 47°46'24" W
L3	4.00'	N 42°07'02" E
L4	4.00'	S 42°13'36" W

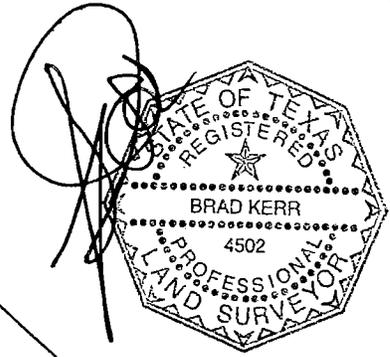
CHURCH STREET
VARIABLE R.O.W.

EXISTING BUILDING

PORTION BLOCK 7
TAUBER ADDITION
133/182



TEMPORARY CONSTRUCTION
EASEMENT
NO. 13
61.7 SQ. FT.



NAGLE STREET - 50' R.O.W.

SURVEY PLAT
OF A
TEMPORARY CONSTRUCTION EASEMENT
PORTION OF BLOCK 7
TAUBER ADDITION
VOLUME 133, PAGE 182
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SEE METES AND BOUNDS PREPARED AUGUST, 2006, FOR MORE DESCRIPTIVE INFORMATION.

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



KSC

SCALE: 1 INCH = 20 FEET
SURVEY DATE: JULY, 2005
PLAT DATE: 08-16-06
JOB NUMBER: 06-573
CAD NAME: 06-573E-2T

CR5 FILE: HIGHLD2 (cont); 05-293 (job)

PREPARED BY: KERR SURVEYING, LLC
505 CHURCH STREET, P.O. BOX 269
COLLEGE STATION, TEXAS 77841
PHONE (979) 268-3195

PUBLIC UTILITY EASEMENT

**METES AND BOUNDS DESCRIPTION
OF A
PUBLIC UTILITY EASEMENT
PORTION OF LOT 3, BLOCK 5
TAUBER ADDITION
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A PUBLIC UTILITY EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING A PORTION OF LOT 3, BLOCK 5, TAUBER ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 133, PAGE 182 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT THE WEST CORNER OF SAID LOT 3 AT THE INTERSECTION OF THE SOUTHEAST LINE OF CHURCH STREET (50' R.O.W.) AND THE NORTHEAST LINE OF A 30.00 FOOT WIDE ALLEY;

THENCE: N 41° 50' 31" E ALONG THE SOUTHEAST LINE OF CHURCH STREET FOR A DISTANCE OF 97.31 FEET TO A POINT;

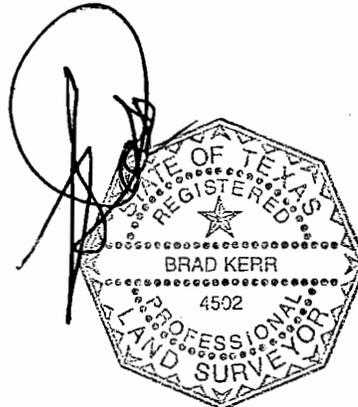
THENCE: N 87° 26' 03" E THROUGH SAID LOT 3 FOR A DISTANCE OF 12.17 FEET TO A POINT;

THENCE: S 41° 53' 49" W CONTINUING THROUGH SAID LOT 3 FOR A DISTANCE OF 105.87 FEET TO A POINT ON THE NORTHEAST LINE OF SAID ALLEY;

THENCE: N 47° 51' 57" W ALONG THE NORTHEAST LINE OF SAID ALLEY FOR A DISTANCE OF 8.59 FEET TO THE **POINT OF BEGINNING** CONTAINING 877.6 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND JULY, 2005. SEE PLAT PREPARED AUGUST 2006, FOR MORE DESCRIPTIVE INFORMATION. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/05-293PUE.MAB





SCALE: 1" = 20'

STASNEY STREET
50' R.O.W.

N 87°26'03" E
12.17'

CHURCH STREET - 50' R.O.W.

N 41°50'31" E 97.31'

PUBLIC UTILITY EASEMENT

S 41°53'49" W 105.87'

POINT OF BEGINNING

N 47°51'57" W
8.59'

30' ALLEY

LOT 3, BLOCK 5
TAUBER ADDITION
PLAT 133/182



SEE METES AND BOUNDS PREPARED AUGUST, 2006, FOR MORE DESCRIPTIVE INFORMATION.

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

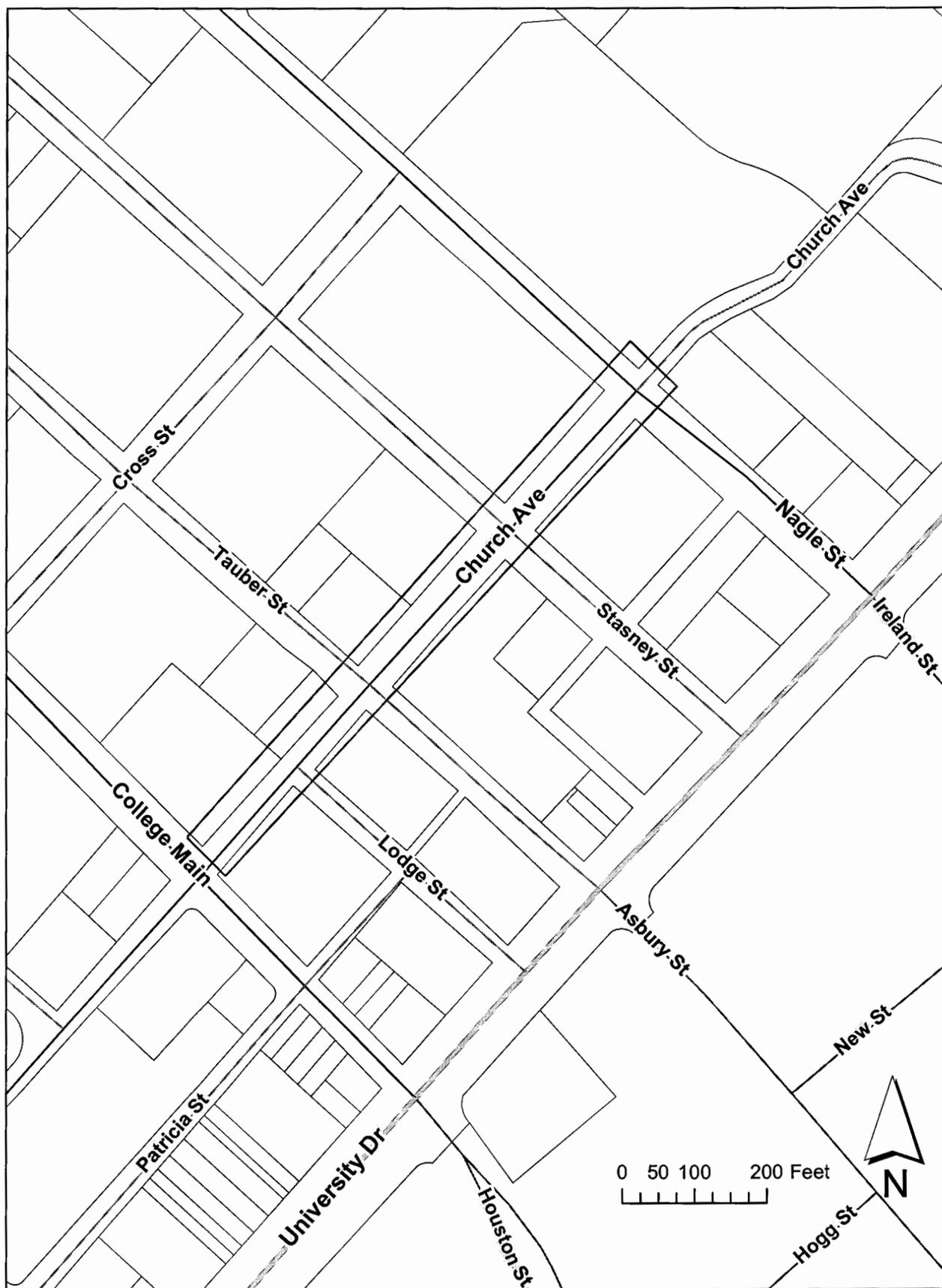
SURVEY PLAT
OF A
PUBLIC UTILITY EASEMENT
PORTION OF LOT 3, BLOCK 5
TAUBER ADDITION
VOLUME 133, PAGE 182
COLLEGE STATION, BRAZOS COUNTY, TEXAS



SCALE: 1 INCH = 20 FEET
SURVEY DATE: JULY, 2005
PLAT DATE: 08-15-06
JOB NUMBER: 05-293
CAD NAME: 293-PUE

CR5 FILE: HIGHLD2 (cont); 05-293 (job)

PREPARED BY: KERR SURVEYING, LLC
505 CHURCH STREET, P.O. BOX 269
COLLEGE STATION, TEXAS 77841
PHONE (979) 268-3195



November 20, 2006
Consent Agenda Item #
College Main Sidewalks Project Needs Resolution

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion to approve a Needs Resolution for Public Access Easements for the College Main Sidewalks Project. The easements are along the east and west side of College Main between Cross and Cherry Streets.

Recommendation(s): Staff recommends approval of the Needs Resolution for the Public Access Easements.

Summary: This item is for the approval of a Needs Resolution for Public Access Easements in order to construct sidewalks along College Main between Cross and Cherry Streets in order to improve pedestrian safety and mobility in the Northgate area.

Budget & Financial Summary: The funding for this project is from Community Development Block Grant funds. The budget for the College Main Sidewalks is \$87,110.00. The cost of purchasing the easements is unknown at this time.

Attachments:

1. Needs Resolution
2. Exhibit A
3. Location Map of College Main Sidewalks Project

RESOLUTION DETERMINING NEED

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, RELATING TO: (1) THE AUTHORITY OF THE CITY TO INITIATE, COMPLETE, AND ACQUIRE, BY PURCHASE OR CONDEMNATION, EXCLUSIVE PERMANENT PUBLIC ACCESS EASEMENTS IN CERTAIN PROPERTY FOR THE COLLEGE MAIN SIDEWALKS PROJECT; (2) A DECLARATION THAT PUBLIC NECESSITY EXISTS FOR THE CITY TO ACQUIRE SUCH EASEMENTS, THROUGH PURCHASE OR CONDEMNATION; AND (3) ESTABLISHING PROCEDURES FOR THE ACQUISITION OF THE EASEMENT INTERESTS IN THE PROPERTY.

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

WHEREAS, the City owns, operates, constructs, repairs and maintains a city roadway system as a public service; and

WHEREAS, the City’s ownership, operation, construction, repair, and maintenance of the city roadway system is a benefit to the public; and

WHEREAS, the City, through a condemnation proceeding, may exercise the power of eminent domain to acquire property in order to carry out the ownership, operation, construction, repair, and maintenance of its street system pursuant to Chapter 251 of the Texas Local Government Code, Chapter 21 of the Texas Property Code, and Article II of the City’s Charter; and

WHEREAS, the City is engaged in the following project regarding improvements to College Main Street including the construction of sidewalks on the east and west side of College Main between Cross Street and Cherry Street in College Station, Texas (the “Project”); and

WHEREAS, the City determines that the best interests and needs of the public, including the health, safety and welfare of the public, require that the City improve College Main through the City’s acquisition, by purchase or condemnation proceeding, of those easements for public access, as provided in Exhibits 1 through 8 attached hereto and incorporated herein by reference for all purposes (the “Easements”); now, therefore;

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

PART 1: That the City Council of the City of College Station, Texas, hereby officially determines that there is a public necessity for the Easements, and the public welfare and convenience will be served by the acquisition of the Easements to improve pedestrian safety and mobility in the Northgate area of the City.

PART 2: That the City Manager is hereby authorized to contract, on behalf of the City of College Station, with a professional appraiser for the appraisal services, with a professional real estate agent to act as a Land Agent for the City and with attorneys for preparation of title opinions needed by the City from time to time in connection with acquisition of the Easements.

ORDINANCE NO. _____

Page 2

PART 3: That the City’s Land Agent or other staff appraiser is hereby authorized and directed to examine the independent appraisal reports as they are submitted to the City to determine whether said appraisal reports are supported by sufficient data. Based upon such examination of said appraisal reports, the Land Agent or other staff appraiser shall make a recommendation to the City Manager as to the establishment and approval of the amount of the just compensation for the Easements.

PART 4: After consideration of said recommendation, the City Manager shall establish and approve the amount determined for acquisition of the Easements.

PART 5: Upon establishment and approval by the City Manager of the amount of just compensation for the acquisition of the Easements, the City’s Land Agent or other staff appraiser is authorized to communicate a written offer to the property owners for the acquisition of an easement interest at the full amount determined and established to be just compensation therefor and to negotiate with said owners on behalf of the City.

PART 6: That the Mayor after approval by City Council, or the City Manager as delegated, is hereby authorized to execute all documents necessary to acquire the said Easements for the Project, on behalf of the City of College Station.

PART 7: That, if necessary, and should a property owner fail to accept a bona fide, good faith offer from the City to purchase the required Easement, City representatives shall have the authority to initiate and complete condemnation proceedings against said owner, in order to acquire through condemnation all required property interests and title regarding such property.

PART 8: That the City Manager be and is hereby authorized to sell any such surplus improvements, or order the demolition thereof, if any, located on the real property acquired in connection with this Project.

PART 9: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 20th day of November, A.D. 2006.

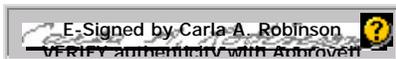
ATTEST:

APPROVED:

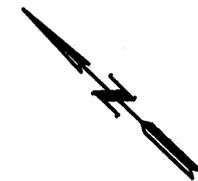
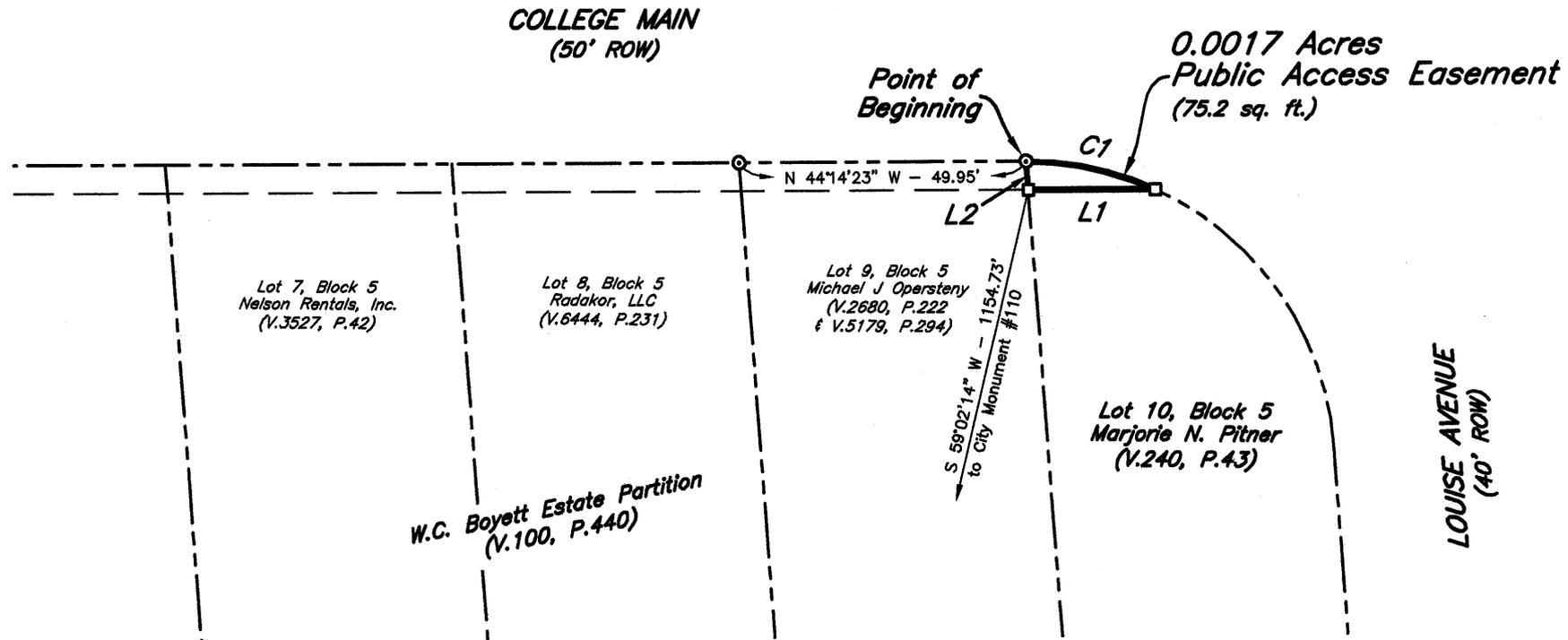
CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:



City Attorney



Scale: 1" = 30'

LEGEND
 ⊙ - 1/2" Iron Rod Found
 □ - Wood Stake Set

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 44°14'23" W	22.25'
L2	N 41°44'37" E	5.01'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BRG.	CHORD
C1	24°57'02"	53.57'	23.33'	11.85'	S 31°45'52" E		23.15'

Basis of Bearings:

Bearings and coordinates refer to the Texas Coordinate System, NAD-83, CENTRAL ZONE and are based upon the position of City of College Station Horizontal Control Monument No. 110 established in 1994.
 N 10211270.831
 E 3548884.792

College Main Sidewalk Improvements
PUBLIC ACCESS EASEMENT EXHIBIT
MARJORIE N. PITNER PROPERTY
COLLEGE STATION, BRAZOS COUNTY, TEXAS

Page 1 of 2

FIELD NOTES
5' WIDE PUBLIC ACCESS EASEMENT
LOT 10, BLOCK 5
0.0017 ACRES

Being all that certain tract or parcel of land lying and being situated in the JOSEPH E. SCOTT SURVEY, Abstract No. 50 in College Station, Brazos County, Texas and being a part of Lot 10, Block 5 of the W.C. BOYETT ESTATE Partition as recorded in Volume 100, Page 440 of the Brazos County Deed Records (B.C.D.R.), said lot also being the same land conveyed to Marjorie N. Pitner recorded in Volume 240, Page 43 (B.C.D.R.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the common most northerly corner of Lot 9 and 10, Block 5 of said W.C. BOYETT ESTATE Partition, said iron rod also marking the Point of Curvature of a curve at the intersection of the southwest right-of-way line of College Main (usual width is 50') and the northwest right-of-way line of Louise Avenue (usual width is 40'), from whence a found 1/2-inch iron rod marking the common most northerly corner of Lot 8 and 9, Block 5 of said W.C. BOYETT ESTATE Partition bears N 44° 14' 23" W at a distance of 49.95 feet for reference;

THENCE: 23.33 feet in a clockwise direction along the arc of said curve having a central angle of 24° 57' 02", a radius of 53.57 feet, a tangent of 11.85 feet and a long chord bearing S 31° 45' 52" E at a distance of 23.15 feet to a wood stake set for corner;

THENCE: N 44° 14' 23" W through said Lot 10 for a distance of 22.25 feet to a wood stake set for corner in the common line of said Lots 9 and 10, Block 5, W.C. BOYETT ESTATE Partition, from whence the City of College Station Horizontal Control Monument No. 110 bears S 59° 02' 14" W at a distance of 1154.73 feet for reference;

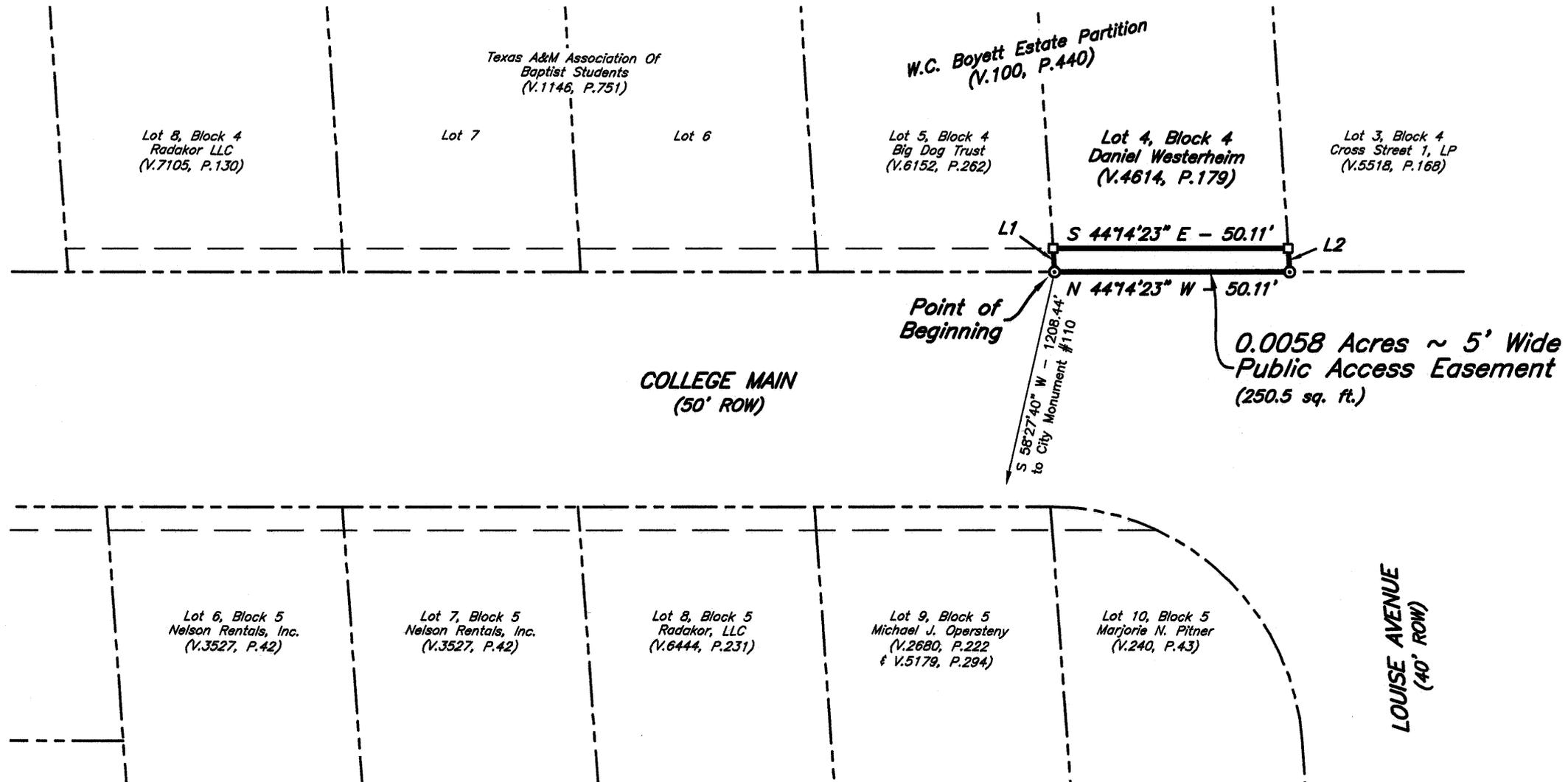
THENCE: N 41° 44' 37" E for a distance of 5.01 feet to the POINT OF BEGINNING and containing 0.0017 acres (75.2 square feet) of land, more or less.

I, Kevin R. McClure, Registered Professional Land Surveyor No. 5650 in the State of Texas do certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Survey.

Kevin R. McClure 10/23/00

Kevin R. McClure, R.P.L.S. #5650





Basis of Bearings:
 Bearings and coordinates refer to the Texas Coordinate System, NAD-83, CENTRAL ZONE and are based upon the position of City of College Station Horizontal Control Monument No. 110 established in 1994.
 N 10211270.831
 E 3548884.792

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 42°12'40" E	5.01'
L2	S 42°12'22" W	5.01'



Scale: 1" = 30'

LEGEND
 ⊙ - 1/2" Iron Rod Found
 □ - Wood Stake Set

College Main Sidewalk Improvements
PUBLIC ACCESS EASEMENT EXHIBIT
DANIEL WESTERHEIM
 COLLEGE STATION, BRAZOS COUNTY, TEXAS

Page 1 of 2

FIELD NOTES
5' WIDE PUBLIC ACCESS EASEMENT
LOT 4, BLOCK 4
0.0058 ACRES

Being all that certain tract or parcel of land lying and being situated in the JOSEPH E. SCOTT SURVEY, Abstract No. 50 in College Station, Brazos County, Texas and being a part of Lot 4, Block 4 of the W.C. BOYETT ESTATE Partition as recorded in Volume 100, Page 440 of the Brazos County Deed Records (B.C.D.R.), said lot also being the same land conveyed to Daniel Westerheim recorded in Volume 4614, Page 179 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the common most southerly corner of Lots 4 and 5, Block 4 of said W.C. BOYETT ESTATE Partition and being in the northeast right-of-way line of College Main (based on a 50' width), from whence the City of College Station Horizontal Control Monument No. 110 bears S 58° 27' 40" W at a distance of 1208.44 feet for reference;

THENCE: N 42° 12' 40" E along the common lot line of said lots for a distance of 5.01 feet to a wood stake set for corner;

THENCE: S 44° 14' 23" E parallel to and 5 foot northeast of said College Main right-of-way, through said Lot 4 for a distance of 50.11 feet to a wood stake set for corner in the common lot line of Lots 3 and 4, Block 4 of said W.C. BOYETT ESTATE Partition;

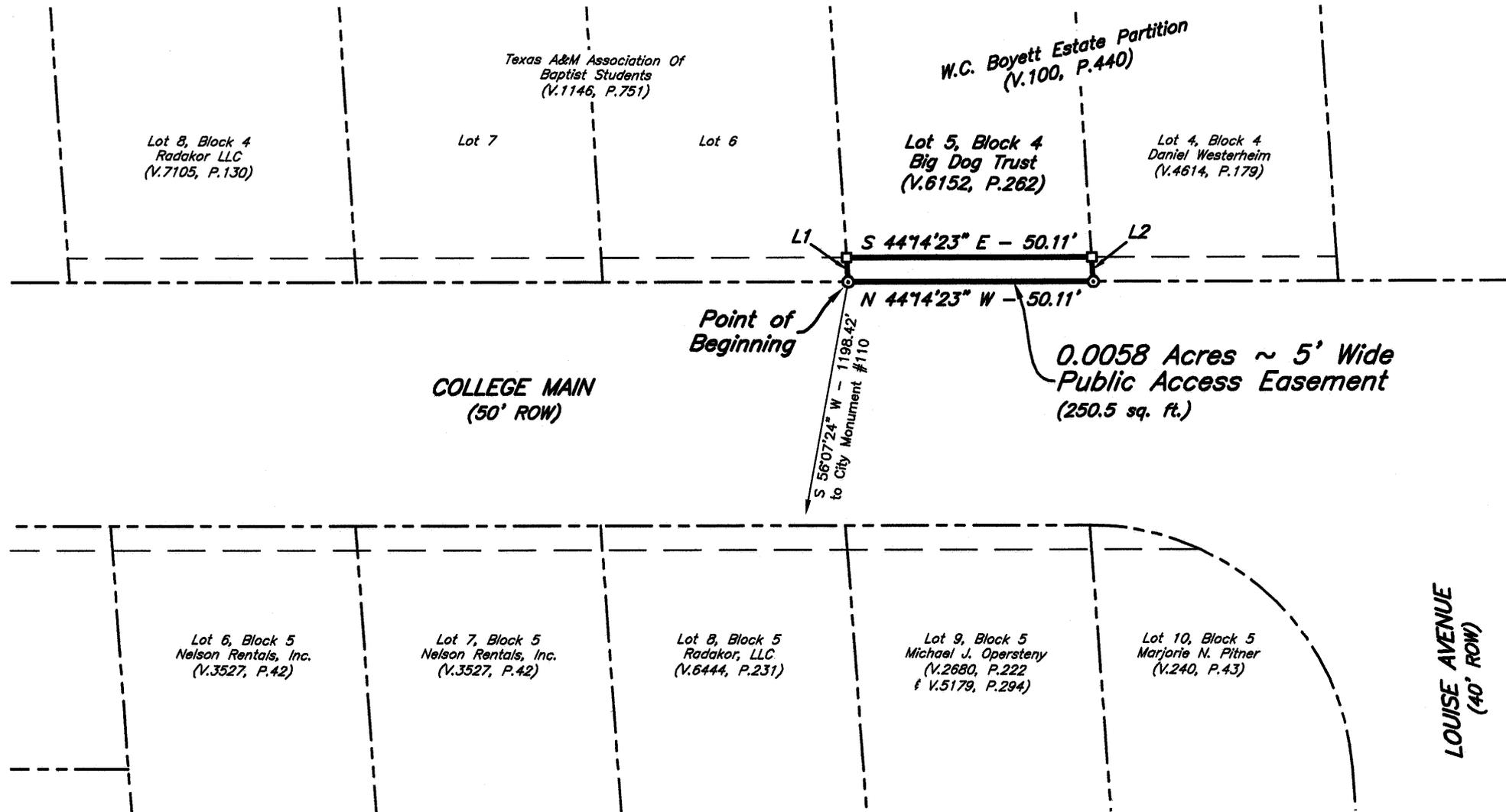
THENCE: S 42° 12' 22" W along said common lot line for a distance of 5.01 feet to a found 1/2-inch iron rod marking the common corner of said Lots 3 and 4, Block 4 of said W.C. BOYETT ESTATE Partition, said iron rod also being in the before said College Main Right-of-way line;

THENCE: N 44° 14' 23" W along the said right-of-way line for a distance of 50.11 feet to the POINT OF BEGINNING and containing 0.0058 acres (250.5 square feet) of land, more or less.

I, Kevin R. McClure, Registered Professional Land Surveyor No. 5650 in the State of Texas do certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Survey.

Kevin R. McClure 10/23/06
Kevin R. McClure, R.P.L.S. #5650





Basis of Bearings:
Bearings and coordinates refer to the Texas Coordinate System, NAD-83, CENTRAL ZONE and are based upon the position of City of College Station Horizontal Control Monument No. 110 established in 1994.
N 10211270.831
E 3548884.792

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 42°13'00" E	5.01'
L2	S 42°12'40" W	5.01'

LEGEND
 ⊙ - 1/2" Iron Rod Found
 □ - Wood Stake Set



College Main Sidewalk Improvements
PUBLIC ACCESS EASEMENT EXHIBIT
 WILLIAM BOYETT JR., TRUSTEE OF BIG DOG TRUST PROPERTY
 COLLEGE STATION, BRAZOS COUNTY, TEXAS

Page 1 of 2

FIELD NOTES
5' WIDE PUBLIC ACCESS EASEMENT
LOT 5, BLOCK 4
0.0058 ACRES

Being all that certain tract or parcel of land lying and being situated in the JOSEPH E. SCOTT SURVEY, Abstract No. 50 in College Station, Brazos County, Texas and being a part of Lot 5, Block 4 of the W.C. BOYETT ESTATE Partition as recorded in Volume 100, Page 440 of the Brazos County Deed Records (B.C.D.R.), said lot also being the same land conveyed to William Boyett Jr., Trustee of Big Dog Trust recorded in Volume 6152, Page 262 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the common most southerly corner of Lots 5 and 6, Block 4 of said W.C. BOYETT ESTATE Partition and being in the northeast right-of-way line of College Main (based on a 50' width), from whence the City of College Station Horizontal Control Monument No. 110 bears S 56° 07' 24" W at a distance of 1198.42 feet for reference;

THENCE: N 42° 13' 00" E along the common lot line of said lots for a distance of 5.01 feet to a wood stake set for corner;

THENCE: S 44° 14' 23" E parallel to and 5 foot northeast of said College Main right-of-way, through said Lot 5 for a distance of 50.11 feet to a wood stake set for corner in the common lot line of Lots 4 and 5, Block 4 of said W.C. BOYETT ESTATE Partition;

THENCE: S 42° 12' 40" W along said common lot line for a distance of 5.01 feet to a found 1/2" iron rod marking the common corner of said Lots 4 and 5, Block 4 and being in the before-said College Main Right-of-way line;

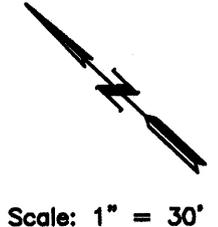
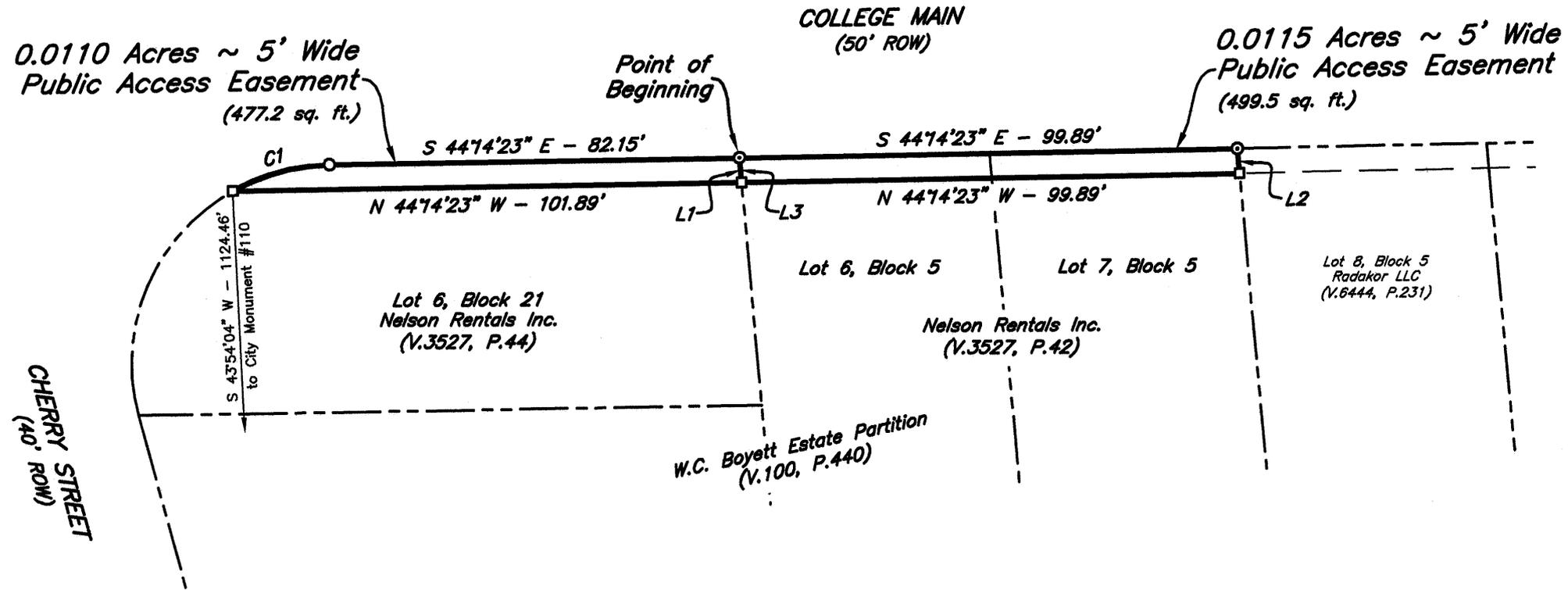
THENCE: N 44° 14' 23" W along the said right-of-way line for a distance of 50.11 feet to the POINT OF BEGINNING and containing 0.0058 acres (250.5 square feet) of land, more or less.

I, Kevin R. McClure, Registered Professional Land Surveyor No. 5650 in the State of Texas do certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Survey.

Kevin R. McClure 10/23/06

Kevin R. McClure, R.P.L.S. #5650





CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BRG.	CHORD
C1	28°59'58"	39.99'	20.24'	10.34'	S 58°41'52" E		20.03'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 41°44'37" W	5.01'
L2	S 41°44'37" W	5.01'
L3	N 41°44'37" E	5.01'

LEGEND

- ⊙ - 1/2" Iron Rod Found
- - 1/2" Iron Rod Set
- - Wood Stake Set

Basis of Bearings:
 Bearings and coordinates refer to the Texas Coordinate System, NAD-83, CENTRAL ZONE and are based upon the position of City of College Station Horizontal Control Monument No. 110 established in 1994.
 N 10211270.831
 E 3548884.792

**College Main Sidewalk Improvements
 PUBLIC ACCESS EASEMENT EXHIBIT
 NELSON RENTALS, INC. PROPERTIES
 COLLEGE STATION, BRAZOS COUNTY, TEXAS**

FIELD NOTES
5' WIDE PUBLIC ACCESS EASEMENT
LOT 6, BLOCK 21
0.0110 ACRES

Being all that certain tract or parcel of land lying and being situated in the JOSEPH E. SCOTT SURVEY, Abstract No. 50 in College Station, Brazos County, Texas and being a part of Lot 6, Block 21 of the W.C. BOYETT ESTATE Partition as recorded in Volume 100, Page 440 of the Brazos County Deed Records (B.C.D.R.), said lot also being the same land conveyed to Nelson Rentals Inc. recorded in Volume 3527, Page 44 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the common corner of said Lot 6, Block 21 and Lot 6, Block 5 of said W.C. BOYETT ESTATE Partition and being in the southwest right-of-way line of College Main (based on a 50' width);

THENCE: S 41° 44' 37" W along the common lot line of said lots for a distance of 5.01 feet to a wood stake set for corner;

THENCE: N 44° 14' 23" W parallel to and 5 foot southwest of said College Main right-of-way, through said Lot 6, Block 21 for a distance of 101.89 feet to a wood stake set for corner in the northwest margin of Cherry Street (width varies at this location), from whence the City of College Station Horizontal Control Monument No. 110 bears S 43° 54' 04" W at a distance of 1124.46 feet for reference;

THENCE: 20.24 feet in a clockwise direction along the arc of a curve in said Cherry Street right-of-way, said curve having a central angle of 28° 59' 58", a radius of 39.99 feet, a tangent of 10.34 feet and a long chord bearing S 58° 41' 52" E at a distance of 20.03 feet to a 1/2-inch iron rod set for the Point of Tangency in the beforementioned southwest line of College Main;

THENCE: S 44° 14' 23" E for a distance of 82.15 feet to the POINT OF BEGINNING and containing 0.0110 acres (477.2 square feet) of land, more or less.

I, Kevin R. McClure, Registered Professional Land Surveyor No. 5650 in the State of Texas do certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Survey.

Kevin R. McClure 10/23/06

Kevin R. McClure, R.P.L.S. #5650



FIELD NOTES
5' WIDE PUBLIC ACCESS EASEMENT
LOTS 6 and 7, BLOCK 5
0.0115 ACRES

Being all that certain tract or parcel of land lying and being situated in the JOSEPH E. SCOTT SURVEY, Abstract No. 50 in College Station, Brazos County, Texas and being a part of Lots 6 and 7, Block 5 of the W.C. BOYETT ESTATE Partition as recorded in Volume 100, Page 440 of the Brazos County Deed Records (B.C.D.R.), said lot also being the same land conveyed to Nelson Rentals Inc. recorded in Volume 3527, Page 42 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the common corner of said Lot 6, Block 5 and Lot 6, Block 21 of said W.C. BOYETT ESTATE Partition and being in the southwest right-of-way line of College Main (based on a 50' width);

THENCE: S 44° 14' 23" E along said right-of-way line for a distance of 99.89 feet to a found 1/2-inch iron rod marking the common most northerly corner of Lots 7 and 8, Block 5 of said W.C. BOYETT ESTATE Partition;

THENCE: S 41° 44' 37" W along the common lot line of said lots for a distance of 5.01 feet to a wood stake set for corner;

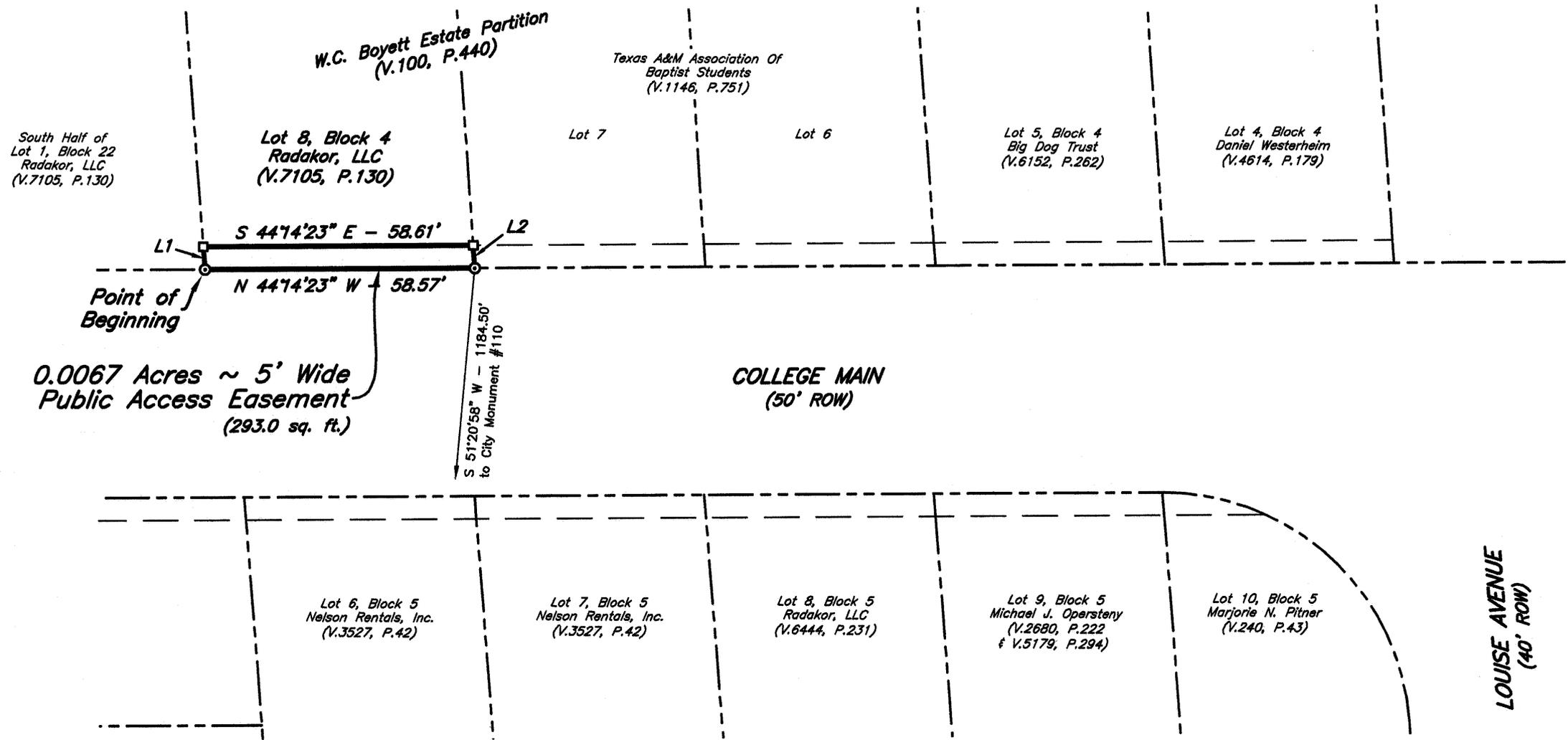
THENCE: N 44° 14' 23" W parallel to and 5 foot southwest of said College Main right-of-way, through said Lots 6 and 7, Block 5 for a distance of 99.89 feet to a wood stake set for corner in the common line of said Lot 6, Block 5 and Lot 6, Block 21, W.C. BOYETT ESTATE Partition;

THENCE: N 41° 44' 37" E for a distance of 5.01 feet to the POINT OF BEGINNING and containing 0.0115 acres (499.5 square feet) of land, more or less.

I, Kevin R. McClure, Registered Professional Land Surveyor No. 5650 in the State of Texas do certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Survey.

Kevin R. McClure 10/23/06
Kevin R. McClure, R.P.L.S. #5650





0.0067 Acres ~ 5' Wide
Public Access Easement
(293.0 sq. ft.)

COLLEGE MAIN
(50' ROW)

LOUISE AVENUE
(40' ROW)

Basis of Bearings:
Bearings and coordinates refer to the Texas Coordinate System, NAD-83, CENTRAL ZONE and are based upon the position of City of College Station Horizontal Control Monument No. 110 established in 1994.
N 10211270.831
E 3548884.792

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 41°51'10" E	5.01'
L2	S 42°13'42" W	5.01'



Scale: 1" = 30'

LEGEND
 ⊙ - 1/2" Iron Rod Found
 □ - Wood Stake Set

College Main Sidewalk Improvements
 PUBLIC ACCESS EASEMENT EXHIBIT
 RADAKOR, LLC PROPERTY
 COLLEGE STATION, BRAZOS COUNTY, TEXAS

Page 1 of 2

FIELD NOTES
5' WIDE PUBLIC ACCESS EASEMENT
LOT 8, BLOCK 4
0.0067 ACRES

Being all that certain tract or parcel of land lying and being situated in the JOSEPH E. SCOTT SURVEY, Abstract No. 50 in College Station, Brazos County, Texas and being a part of Lot 8, Block 4 of the W.C. BOYETT ESTATE Partition as recorded in Volume 100, Page 440 of the Brazos County Deed Records (B.C.D.R.), said lot also being the same land conveyed to Radakor, LLC recorded in Volume 7105, Page 130 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the common most southerly corner of Lot 1, Block 22 and Lot 8, Block 4 of said W.C. BOYETT ESTATE Partition and being in the northeast right-of-way line of College Main (based on a 50' width);

THENCE: N 41° 51' 10" E along the common lot line of said lots for a distance of 5.01 feet to a wood stake set for corner;

THENCE: S 44° 14' 23" E parallel to and 5 foot northeast of said College Main right-of-way, through said Lot 8 for a distance of 58.61 feet to a wood stake set for corner in the common lot line of Lots 7 and 8, Block 4 of said W.C. BOYETT ESTATE Partition;

THENCE: S 42° 13' 42" W along said common lot line for a distance of 5.01 feet to a found 1/2-inch iron rod for corner marking the common corner of said Lots 7 and 8, Block 4 and being in the before said College Main Right-of-way line, from whence the City of College Station Horizontal Control Monument No. 110 bears S 51° 20' 58" W at a distance of 1184.50 feet for reference;

THENCE: N 44° 14' 23" W along the said right-of-way line for a distance of 58.57 feet to the POINT OF BEGINNING and containing 0.0067 acres (293.0 square feet) of land, more or less.

I, Kevin R. McClure, Registered Professional Land Surveyor No. 5650 in the State of Texas do certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Survey.

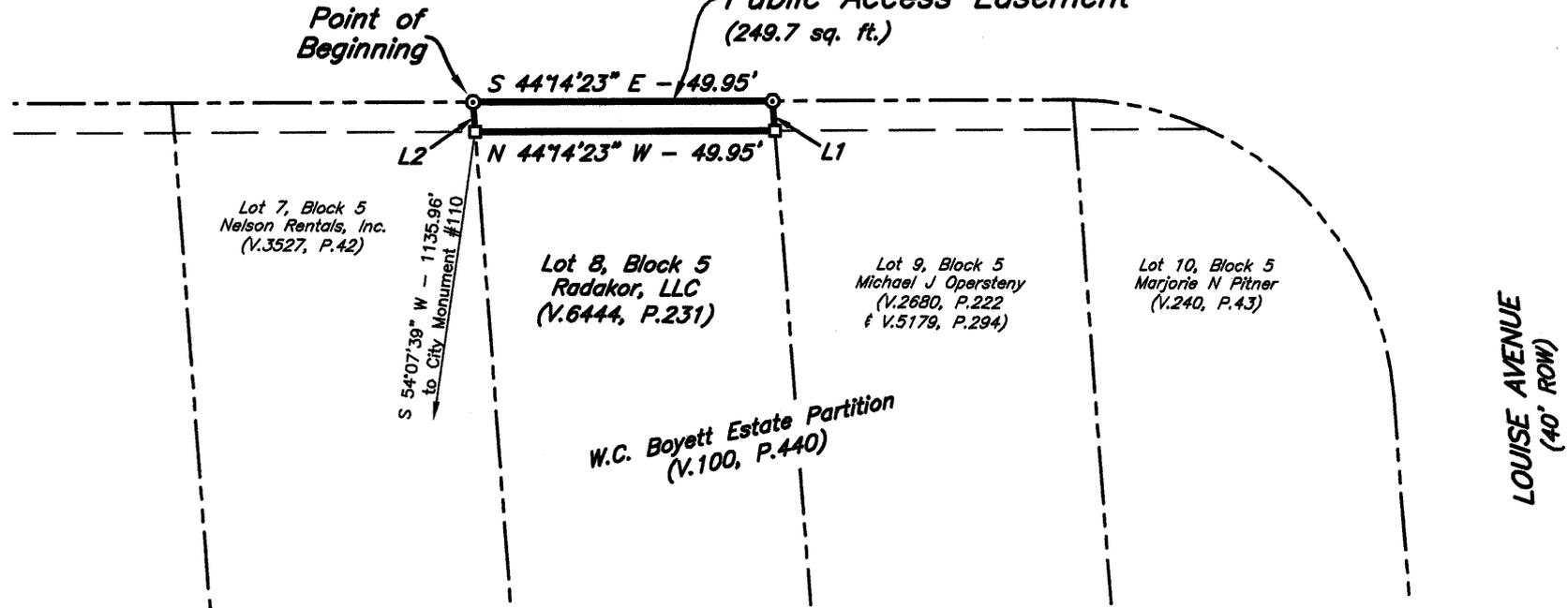
Kevin R. McClure 10/23/06

Kevin R. McClure, R.P.L.S. #5650



COLLEGE MAIN
(50' ROW)

0.0057 Acres ~ 5' Wide
Public Access Easement
(249.7 sq. ft.)



Lot 7, Block 5
Nelson Rentals, Inc.
(V.3527, P.42)

Lot 8, Block 5
Radakor, LLC
(V.6444, P.231)

Lot 9, Block 5
Michael J Operstony
(V.2680, P.222
& V.5179, P.294)

Lot 10, Block 5
Marjorie N Pitner
(V.240, P.43)

W.C. Boyett Estate Partition
(V.100, P.440)

LOUISE AVENUE
(40' ROW)



Scale: 1" = 30'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 41°44'37" W	5.01'
L2	N 41°44'37" E	5.01'

LEGEND

- ⊙ - 1/2" Iron Rod Found
- - Wood Stake Set

Basis of Bearings:

Bearings and coordinates refer to the Texas Coordinate System, NAD-83, CENTRAL ZONE and are based upon the position of City of College Station Horizontal Control Monument No. 110 established in 1994.
N 10211270.831
E 3548884.792

College Main Sidewalk Improvements

**PUBLIC ACCESS EASEMENT EXHIBIT
RADAKOR, LLC PROPERTY
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

Page 1 of 2

FIELD NOTES
5' WIDE PUBLIC ACCESS EASEMENT
LOT 8, BLOCK 5
0.0057 ACRES

Being all that certain tract or parcel of land lying and being situated in the JOSEPH E. SCOTT SURVEY, Abstract No. 50 in College Station, Brazos County, Texas and being a part of Lot 8, Block 5 of the W.C. BOYETT ESTATE Partition as recorded in Volume 100, Page 440 of the Brazos County Deed Records (B.C.D.R.), said lot also being the same land conveyed to Radakor LLC recorded in Volume 6444, Page 231 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the common most northerly corner of Lots 7 and 8, Block 5 of said W.C. BOYETT ESTATE Partition and being in the southwest right-of-way line of College Main (based on a 50' width);

THENCE: S 44° 14' 23" E along the said right-of-way line for a distance of 49.95 feet to a found 1/2-inch iron rod marking the common most northerly corner of Lots 8 and 9, Block 5 of said W.C. BOYETT ESTATE Partition;

THENCE: S 41° 44' 37" W along the common lot line of said lots for a distance of 5.01 feet to a wood stake set for corner;

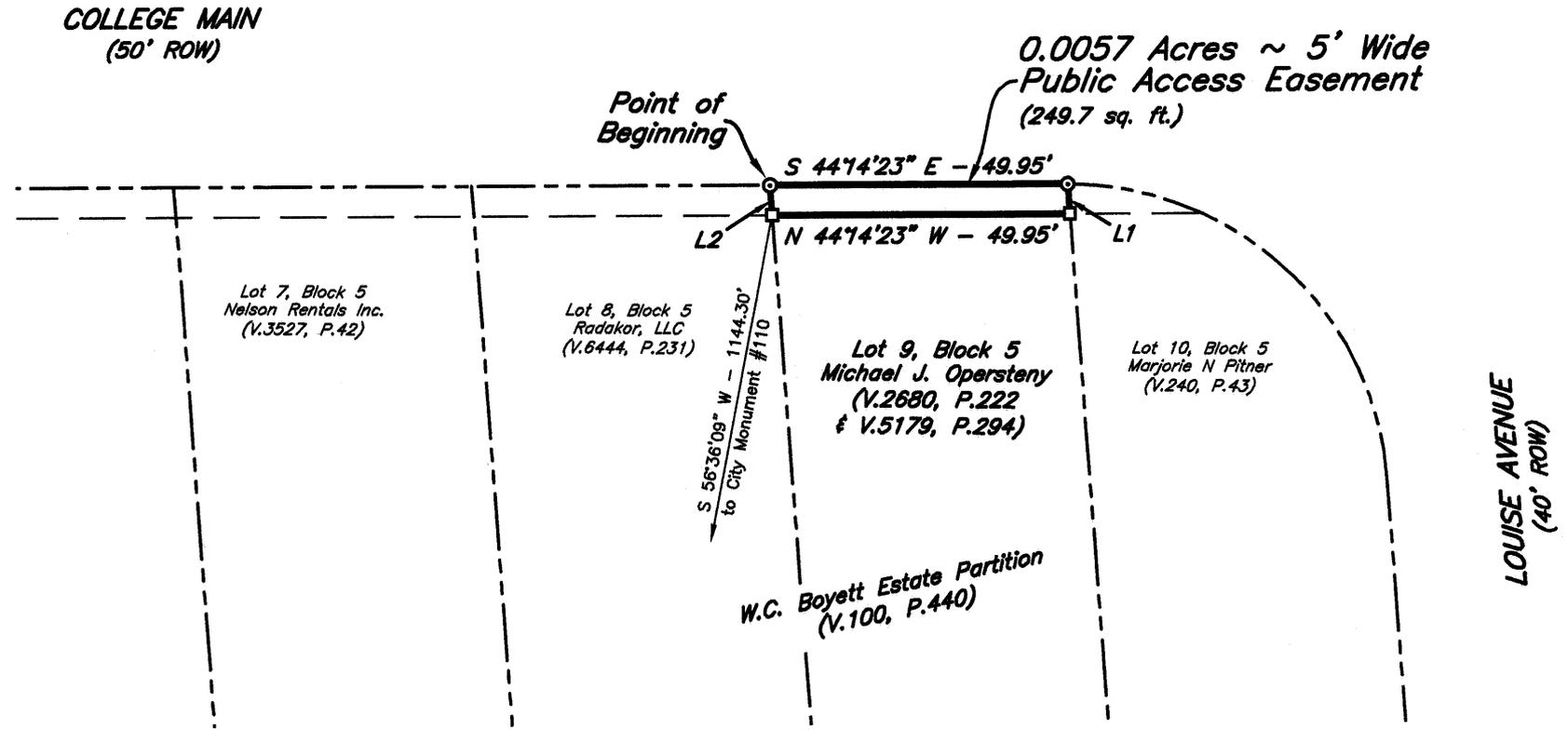
THENCE: N 44° 14' 23" W parallel to and 5 foot southwest of said College Main right-of-way, through said Lot 8 for a distance of 49.95 feet to a wood stake set for corner in the common line of said Lots 7 and 8, Block 5, W.C. BOYETT ESTATE Partition, from whence the City of College Station Horizontal Control Monument No. 110 bears S 54° 07' 39" W at a distance of 1135.96 feet for reference;

THENCE: N 41° 44' 37" E for a distance of 5.01 feet to the POINT OF BEGINNING and containing 0.0057 acres (249.7 square feet) of land, more or less.

I, Kevin R. McClure, Registered Professional Land Surveyor No. 5650 in the State of Texas do certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Survey.

Kevin R. McClure 10/23/00
Kevin R. McClure, R.P.L.S. #5650





LEGEND
 ⊙ - 1/2" Iron Rod Found
 □ - Wood Stake Set

Scale: 1" = 30'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 41°44'37" W	5.01'
L2	N 41°44'37" E	5.01'

Basis of Bearings:
 Bearings and coordinates refer to the Texas Coordinate System, NAD-83, CENTRAL ZONE and are based upon the position of City of College Station Horizontal Control Monument No. 110 established in 1994.
 N 10211270.831
 E 3548884.792

College Main Sidewalk Improvements
PUBLIC ACCESS EASEMENT EXHIBIT
MICHAEL J. OPERSTNY PROPERTY
COLLEGE STATION, BRAZOS COUNTY, TEXAS

Page 1 of 2

FIELD NOTES
5' WIDE PUBLIC ACCESS EASEMENT
LOT 9, BLOCK 5
0.0057 ACRES

Being all that certain tract or parcel of land lying and being situated in the JOSEPH E. SCOTT SURVEY, Abstract No. 50 in College Station, Brazos County, Texas and being a part of Lot 9, Block 5 of the W.C. BOYETT ESTATE Partition as recorded in Volume 100, Page 440 of the Brazos County Deed Records (B.C.D.R.), said lot also being the same land conveyed to Michael J. Opersteny recorded in Volume 2680, Page 222 and Volume 5179, Page 294 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the common most northerly corner of Lots 8 and 9, Block 5 of said W.C. BOYETT ESTATE Partition and being in the southwest right-of-way line of College Main (based on a 50' width);

THENCE: S 44° 14' 23" E along the said right-of-way line for a distance of 49.95 feet to a found 1/2-inch iron rod marking the common most northerly corner of Lots 9 and 10, Block 5 of said W.C. BOYETT ESTATE Partition;

THENCE: S 41° 44' 37" W along the common lot line of said lots for a distance of 5.01 feet to a wood stake set for corner;

THENCE: N 44° 14' 23" W parallel to and 5 foot southwest of said College Main right-of-way, through said Lot 9 for a distance of 49.95 feet to a wood stake set for corner in the common line of said Lots 8 and 9, Block 5, W.C. BOYETT ESTATE Partition, from whence the City of College Station Horizontal Control Monument No. 110 bears S 56° 36' 09" W at a distance of 1144.30 feet for reference;

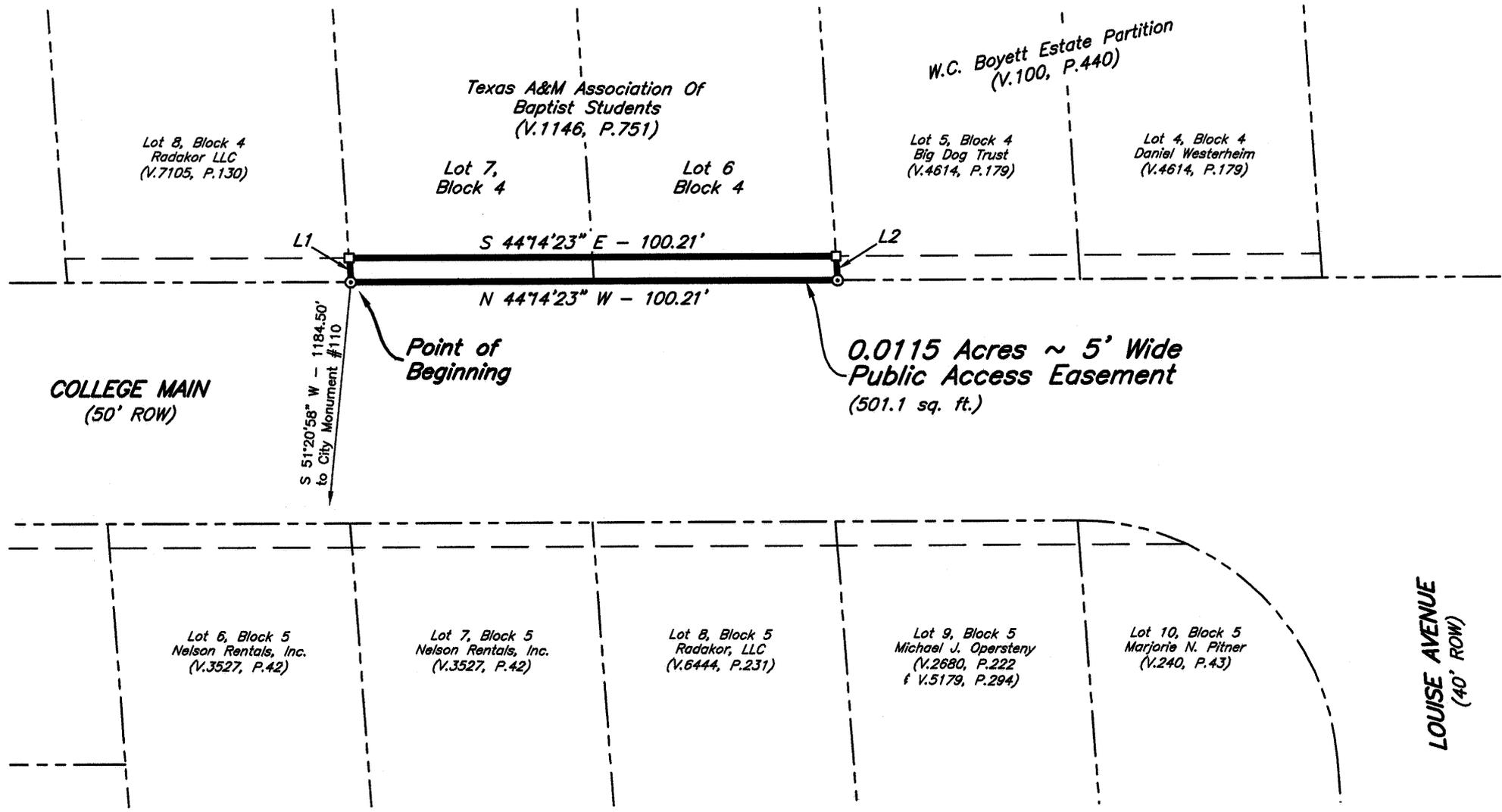
THENCE: N 41° 44' 37" E for a distance of 5.01 feet to the POINT OF BEGINNING and containing 0.0057 acres (249.7 sq. ft.) of land, more or less.

I, Kevin R. McClure, Registered Professional Land Surveyor No. 5650 in the State of Texas do certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Survey.

Kevin R. McClure 10/23/06

Kevin R. McClure, R.P.L.S. #5650

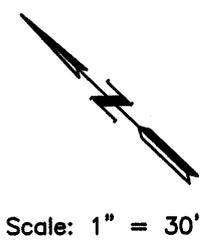




Basis of Bearings:
Bearings and coordinates refer to the Texas Coordinate System, NAD-83, CENTRAL ZONE and are based upon the position of City of College Station Horizontal Control Monument No. 110 established in 1994.
N 10211270.831
E 3548884.792

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 42°13'42" E	5.01'
L2	S 42°13'00" W	5.01'



LEGEND
 ⊙ - 1/2" Iron Rod Found
 □ - Wood Stake Set

College Main Sidewalk Improvements
PUBLIC ACCESS EASEMENT EXHIBIT
 TEXAS A&M ASSOCIATION OF BAPTIST STUDENTS PROPERTY
 COLLEGE STATION, BRAZOS COUNTY, TEXAS

FIELD NOTES
5' WIDE PUBLIC ACCESS EASEMENT
LOT 6 and 7, BLOCK 4
0.0115 ACRES

Being all that certain tract or parcel of land lying and being situated in the JOSEPH E. SCOTT SURVEY, Abstract No. 50 in College Station, Brazos County, Texas and being a part of Lots 6 and 7, Block 4 of the W.C. BOYETT ESTATE Partition as recorded in Volume 100, Page 440 of the Brazos County Deed Records (B.C.D.R.), said lot also being the same land conveyed to Texas A&M Association of Baptist Students recorded in Volume 1146, Page 751 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the common most southerly corner of Lots 7 and 8, Block 4 of said W.C. BOYETT ESTATE Partition and being in the northeast right-of-way line of College Main (based on a 50' width), from whence the City of College Station Horizontal Control Monument No. 110 bears S 51° 20' 58" W at a distance of 1184.50 feet for reference;

THENCE: N 42° 13' 42" E along the common lot line of said lots for a distance of 5.01 feet to a wood stake set for corner;

THENCE: S 44° 14' 23" E parallel to and 5 foot northeast of said College Main right-of-way, through said Lot 7 and Lot 6, Block 4 for a distance of 100.21 feet to a wood stake set for corner in the common lot line of Lots 5 and 6, Block 4 of said W.C. BOYETT ESTATE Partition;

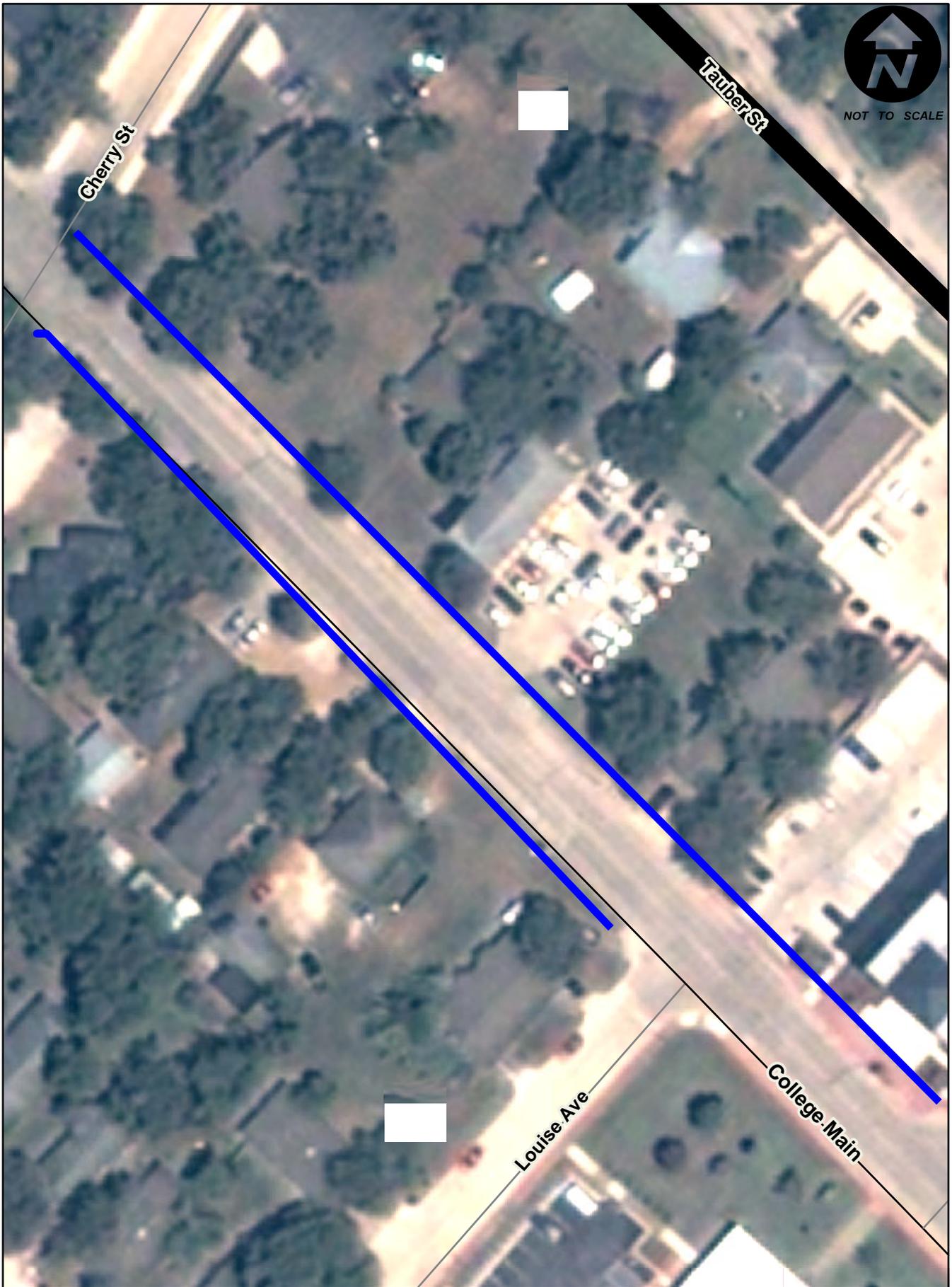
THENCE: S 42° 13' 00" W along said common lot line for a distance of 5.01 feet to a found 1/2" iron rod for corner marking the common most southerly corner of said Lots 5 and 6, Block 4 of said W.C. BOYETT ESTATE Partition, said iron rod also being in the before-said College Main Right-of-way line;

THENCE: N 44° 14' 23" W along the said right-of-way line for a distance of 100.21 feet to the POINT OF BEGINNING and containing 0.0115 acres (501.1 square feet) of land, more or less.

I, Kevin R. McClure, Registered Professional Land Surveyor No. 5650 in the State of Texas do certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Survey.

Kevin R. McClure 10/23/06
Kevin R. McClure, R.P.L.S. #5650





**November 20, 2006
Consent Agenda
Spring Creek Substation Construction
Bid No. 06-138**

To: Glenn Brown, City Manager

From: David Massey Director of Electric Utilities

Agenda Caption: Presentation, possible action, and discussion regarding approval of a resolution awarding Bid No 06-138 to Gulf States Inc for construction of Spring Creek Substation in the amount of \$3,642, 800.

Recommendation(s): Staff recommends award of Bid No 06-138 to the lowest responsible bidder, Gulf States Inc.

Summary: On October 6, 2006 three bids were received in response to Bid No 06-138 for the construction of a new electrical substation, Spring Creek Substation located in the Spring Creek Corporate Campus Business Park on Hwy 6 South. The bids were as follows.

Gulf States Inc.	\$3,642,800.00
E. P. Breaux Electrical	\$3,838,634.40
ECP Tech Services Inc.	\$4,777,364.58

This electrical station is needed to provide electrical capacity to the City of College Station customers. Initial anticipated project cost is \$5,307,570 that includes City furnished material. Future addition of electrical equipment is planned for in subsequent years in order to meet electrical load growth. Gulf States Inc submitted the low bid meeting specifications.

Budget & Financial Summary: This project is budgeted as part of the FY07 Electric Capital Improvements Budget. Funding for the project is budgeted in the Electric Utility Capital Improvement Projects Fund.

Attachments: 1. Resolution
2. Bid Tabulation
3. Location Map

RESOLUTION NO. _____

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

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Spring Creek Substation Project; and

WHEREAS, the selection of Gulf States, Inc., is being recommended as the lowest responsible bidder for the construction services related to Spring Creek Substation; now, therefore,

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

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

PART 2: That the City Council hereby approves the contract with Gulf States, Inc., for \$3,642,800 for the labor, materials and equipment required for the improvements related the Spring Creek Substation Project.

PART 3: That the funding for this Contract shall be as budgeted from the Capital Improvement Fund, Electric Department, in the amount of \$3,642,800.

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

ADOPTED this _____ day of _____, A.D. 2006.

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:



City Attorney

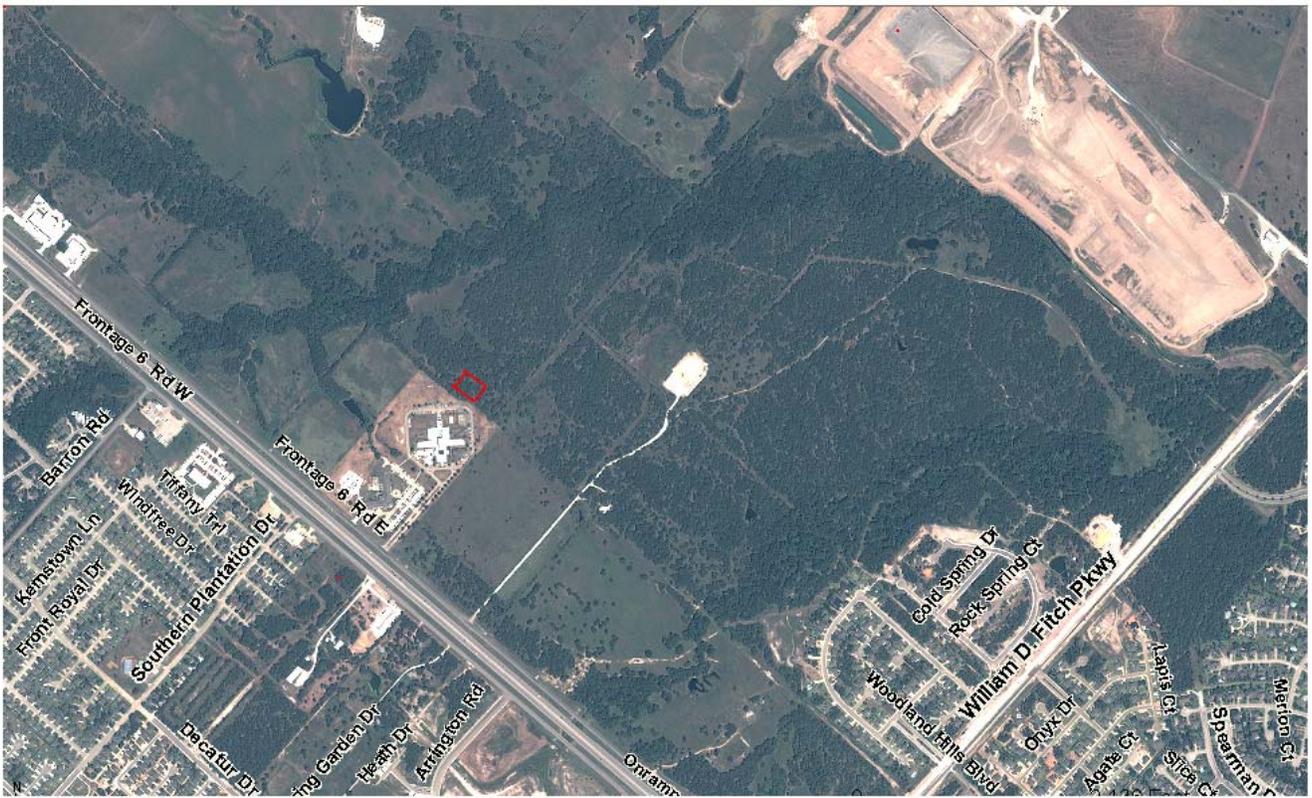
SPRING CREEK SUBSTATION CONSTRUCTION

FINAL BID SUMMARY

Group	Group Description	Gulf States	Breaux	ECP
A	Structures	681,548.33	558,341.00	688,045.00
B	Three Pole Gang Operated Air Break Switches and Accessories	79,682.16	87,600.00	90,258.00
C	Surge Arresters	20,740.56	21,300.00	23,130.00
D	Single Pole Disconnect Switches	60,811.92	70,560.00	98,280.00
E	145 kV Circuit Switchers and Circuit Breakers	274,181.29	265,500.00	658,879.00
F	15 kV Substation Circuit Breakers	8,586.80	20,000.00	205,104.00
G	Meters, Relays, and Instrument Transformers	384,504.83	321,460.00	424,313.00
H	Transformer	2,824.60	12,250.00	442,112.00
J	Communications and Supervisory Control Equipment	92,389.20	94,700.00	100,799.00
K	Conduit, Cabling, and Wiring Modifications	272,407.02	186,265.00	76,403.00
L	Foundations	243,655.62	314,400.00	343,096.00
M	Site Preparation	564,018.29	666,790.00	501,735.00
N	Pre-Fabricated Wall	246,430.63	235,000.00	251,363.00
P	Pre-Assembled Substation Control Enclosure	176,314.09	119,500.00	250,000.00
Q	Station Grounding	157,204.51	116,557.00	120,384.58
R	Testing/Commissioning of Relays and Equipment	72,461.97	230,000.00	63,870.00
S	Stand-by Generator and Automatic Transfer Switch	40,966.36	30,000.00	55,909.00
T	Transmission Construction Units	57,207.85	19,064.00	40,395.30
U	Substation Service	9,278.09	10,932.00	18,932.10
V	Temporary Silt Fence Removal	4,498.62	11,500.00	6,480.00
W	Substation Oil Containment	10,553.95	14,850.00	14,245.00
X	Distribution Underground Construction Units	104,159.03	334,865.40	195,861.60
Y	Remote End Relay Modifications	51,391.48	80,000.00	34,200.00
AL	Substation Area Lighting	26,982.80	17,200.00	73,570.00
Subtotal Bid (Note: This amount plus OFM to be bonded)		3,642,800.00	3,838,634.40	4,777,364.58
Total Owner-Furnished Materials		1,664,770.00	1,664,770.00	1,664,770.00
TOTAL BONDED BID		5,307,570.00	5,503,404.40	6,442,134.58
Z	Charges for Additions or Modifications	43,750.00	98,500.00	87,500.00
GRAND TOTAL BID		5,351,320.00	5,601,904.40	6,529,634.58

Shading denotes bid withdrawn.

Spring Creek Substation



November 20, 2006
Consent Agenda Item #
Change Order Electric System Right-of-Way Clearing

To: Glenn Brown, City Manager

From: David Massey, Director of College Station Utilities Electric Department

Agenda Caption: Presentation, possible action and discussion on a Change Order to Contract #05-019 for Electric System Right-of-Way Clearing and Tree Trimming Contract with Asplundh Tree Expert Company in the amount of \$75,114.75

Recommendation(s): Staff recommends approval of Change Order in the amount of \$75,114.75

Summary: The original contract with Asplundh Tree Expert Company was approved by Council on February 24, 2005 and renewed on February 23, 2006 for the second year. The bid requested firm prices for tree trimming for a three year period to be awarded annually. We are currently completing the second year of trimming. This change order in the amount of \$75,114.25 is to cover tree trimming expenses for two electric power circuits that will be trimmed and paid for in the 2006/07 contract year.

In the 2005/06 contract year, the contractor was scheduled to trim seven (7) of our electric power circuits. Due to the busy Hurricane season in 2005 we were limited to the crews availability and only five (5) of the electric power circuits were trimmed and paid for in the 2005/06 contract year. Approved Purchase order amount for 2005/06 contract year was \$339,900.00, amount paid out was \$261,614.25

In the 2006/07 contract year the contractor was scheduled to trim seven (7) electric power circuits. Due to availability of crews the additional two (2) electric power circuits not trimmed in the 2005/06 system year will also be trimmed and the contractor will be completing the system electric power circuit trimming ahead of schedule. Approved Purchase order amount for 2006/07 was \$425,400.00, amount to be paid with the change order approval will be \$500,514.75

Budget & Financial Summary: Funds are available in the Electric Division Operating Budget.

Attachments:

- 1 Change order

P.O.#060584	CHANGE ORDER NO. 1 CONTRACT #05-019 PROJECT # NA	DATE: 10-25-06 PROJECT DESCRIPTION: Electric System Right-of-Way Clearing and Tree Trimming
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OWNER: City of College Station P.O. Box 9960 College Station, Texas 77842	CONTRACTOR: Asplundh Tree Expert Co. 6730 Independence Blvd #2 Baytown, Texas 77521	Ph:281-839-1515 Fax:281-839-1513
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PURPOSE OF THIS CHANGE ORDER:

Item 1: Increase PO amount to cover tree trimming expenses for the 2006/07 contract year. In the 2005/06 contract year the contractor was scheduled to trim seven (7) of our systems electric power circuits. Due to the busy Hurricane season in 2005 we were limited to the crews availability and only five (5) of the electric power circuits were trimmed and paid for in the 2005/06 contract year. In 2006-07 contract year the contractor was scheduled to trim seven (7) of our electric power circuits. Due to availability of crews the additional two (2) electric power circuits from the 2005/06 contract year will also be trimmed and the contract will be completing the system trimming ahead of schedule for the 2006/07 contract year.

Item 2:

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1		Additional Feeder Trimmed in 2006 College Hills and Welsh South	\$75,114.75			\$75,114.75

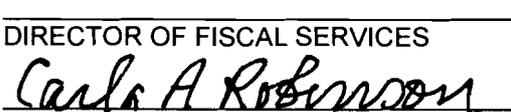
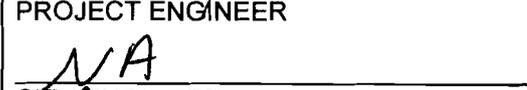
THE NET AFFECT OF THIS CHANGE ORDER IS A \$75,114.75 (Increase).

ORIGINAL CONTRACT AMOUNT	\$425,400.00	
Change Order No. 1	\$75,114.75	17.657 % of Original Contract Amount
REVISED CONTRACT AMOUNT	\$500,514.75	

ORIGINAL CONTRACT TIME	365 Days	
Change Order No. 1 Time Reduction	90 Days	
REVISED CONTRACT TIME	Days	

ORIGINAL SUBSTANTIAL COMPLETION DATE	Feb. 28, 2007
REVISED SUBSTANTIAL COMPLETION DATE	Dec. 1, 2006

APPROVED:

A/E CONTRACTOR	Date	DIRECTOR OF FISCAL SERVICES	Date
	11/2/06		
CONSTRUCTION CONTRACTOR	Date	CITY ATTORNEY	Date
			
PROJECT ENGINEER	Date	CITY MANAGER	Date
			
CITY ENGINEER	Date	MAYOR	Date
	11/2/06		
DEPARTMENT DIRECTOR/ADMINISTRATOR	Date	CITY SECRETARY	Date

November 20, 2006
Consent Agenda Item #
Electric System Right-of-Way Clearing

To: Glenn Brown, City Manager

From: David Massey, Director of College Station Utilities Electric Department

Agenda Caption: Presentation, possible action and discussion on renewal of Bid #05-41, Contract #05-019 for Electric System Right-of-Way Clearing and Tree Trimming Contract award to Asplundh Tree Expert Company for \$384,900.00 for the third year.

Recommendation(s): Staff recommends renewal of bid with Asplundh Tree Expert Company.

Summary: This contract was approved by Council on February 24, 2005 and renewed for the second year on February 23, 2006. The bid requested firm pricing for three years, to be awarded annually. The contract provides for renewals based on acceptable performance during the current contract year. The performance has been acceptable. Upon completion of trimming the 2006/07 electric power circuits we will have completed our system trimming cycle in a three (3) year period. Standard electric utility practices have recommended a three (3) year system trimming cycle. Because of our proactive approach to overhead line clearance maintenance, wind related electrical outages are kept to a minimum. This program also helps control outages due to tree dwelling animals contacting power lines.

Budget & Financial Summary: Funds are available in the Electric Division Operating Budget.

Attachments:

- 1 Renewal letter
- 2 System Tracking Sheet



10/25/06

ATTN: James Greg Perry
Asplundh Tree Expert Company
6730 Independent BLVD #2
Baytown TX 77521

RE: Renewal--Bid #05-41 Contract #05-019
Electric System Row Clearing and Tree Trimming

Dear Mr. Perry:

The City of College Station appreciates the services provided by Asplundh Tree Expert Company this past year. We would like to exercise our option to renew the above referenced agreement for the term of December 1st, 2006 through November 30th, 2007 for the total PO amount of \$384,900.00.

If this meets with your company's approval, please complete this renewal agreement (including notarization), and return it no later than Tuesday, October 31st, 2006. We will then issue your company a new purchase order effective 12/1/06 through 11/30/07.

Should you have any questions, please call me at (979) 764-3558.

Sincerely,

Alan Degelman
Buyer

Attachment

PO Box 9960
1101 Texas Avenue
College Station, TX 77842

www.cstx.gov



RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew contract #05-019, for the annual agreement, Electric System Row Clearing and Tree Trimming in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for the period beginning 12/1/06 through 11/30/07 for the bid amount of \$384,900.00.

ASPLUNDH TREE EXPERT CO.



AUTHORIZED REPRESENTATIVE

11/2/06

DATE

CITY OF COLLEGE STATION

Ron Silvia, Mayor

DATE

ATTEST:

Connie Hooks, City Secretary

DATE

APPROVED:

Glenn D. Brown, City Manager

DATE



City Attorney

DATE

Chief Financial Officer

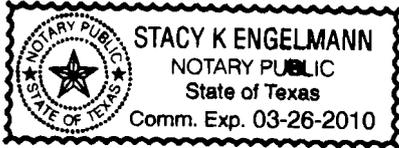
DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF Brazos

This instrument was acknowledged on the 2 day of November, 2006,
by Greg Perry in his/her capacity as Supervisor of
Asplundh, a TEXAS Corporation, on behalf of said corporation.



Stacy K Engelmann
Notary Public in and for the
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged on the _____ day of _____, 2006,
by Ron Silvia, in his capacity as Mayor of the City of College Station, a Texas
home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas

10-27-06

Asplundh Tree Expert Co

2005 / 06 Proposed Circuit Trimming		
Circuit Name		
1 Southgate	\$46,500.00	Completed
2 Welsh North	\$29,500.00	Completed
3 Carter's Grove	\$29,000.00	Completed
4 Windwood	\$60,500.00	Completed
5 Raintree	\$35,000.00	Completed
6 College Hills	\$37,000.00	Moved to 2006/07
7 Welsh South	\$46,000.00	Moved to 2006/07
8 Misc Hourly*	\$56,400.00	\$61,114.25
<i>2005/06 Subtotal</i>	\$339,900.00	
<i>PO #050591 amount Mar. 1, 05 to Feb 28, 06 \$339,900, paid out \$261,614.25</i>		

2006 / 07 Proposed Circuit Trimming		
1 Rio Grande	\$30,500.00	Completed
2 Longmire	\$40,000.00	Completed
3 Shenandoah	\$58,500.00	Completed
4 Rock Prairie	\$47,500.00	Completed
5 Mile Drive	\$39,000.00	Completed
6 Crystal Park	\$58,500.00	Completed
7 Woodcreek	\$95,000.00	Completed
8 Misc Hourly*	\$56,400.00	\$48,514.25
<i>2006/07 Subtotal</i>	\$425,400.00	
<i>Additional Feeder from 2005 /06</i>		
9 College Hills	\$37,000.00	Moved to 2006/07
10 Welsh South	\$46,000.00	Moved to 2006/07
<i>Total</i>	\$508,400.00	
<i>PO #060584 Amount to be paid out Mar 1, 06 to Completion, \$500,514.25</i>		

2007 / 08 Proposed Circuit Trimming		
1 Northgate/TX North	\$74,000.00	
2 2F	\$27,500.00	
3 East Bypass	\$18,500.00	
4 Holleman	\$40,500.00	
5 Langford	\$42,000.00	
6 Bee Creek/Dartmouth	\$26,500.00	
7 Wellborn	\$37,500.00	
8 Industrial/Pebble	\$36,500.00	
9 Hwy 40/Castlegate	\$25,500.00	
10 Misc Hourly*	\$56,400.00	
<i>2007 Subtotal</i>	\$384,900.00	

GRAND TOTAL	\$1,150,200.00	
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November 20, 2006
Consent Agenda
Tejas Medical Waste Hauling Franchise First Reading

To: Glenn Brown, City Manager

From: Olivia Burnside, Chief Information Officer

Agenda Caption: Presentation, possible action, and discussion on the first reading of an ordinance granting a non-exclusive medical waste hauling franchise agreement to Tejas Medical Waste.

Recommendation(s): Staff recommends approval of the ordinance granting a non-exclusive medical waste hauling franchise to Tejas Medical Waste.

Summary: The proposed franchise agreement allows Tejas Medical Waste to engage in the business of collecting, hauling and disposing of treated and untreated medical waste from various health care facilities within the city limits. The disposal of medical waste, a State mandated service, was privatized because untreated medical waste cannot be deposited in the BSWMA landfill and staff has determined that privatizing this service is the most cost-effective way to offer this service to our community.

Tejas Medical Waste had a franchise with the City for a term of two years beginning August 2004 and has paid all franchise fees and provided all reports to the City as required.

Other companies having similar non-exclusive medical waste hauling franchise agreements with the City are Enviromed, Stericycle, Inc. and American Medical Waste Management, Inc.

Budget & Financial Summary: The franchise agreement requires Tejas Medical Waste to pay five percent (5%) of the company's gross delivery and hauling revenues generated from the company's business of collecting and disposing of treated and untreated medical waste within the City.

Attachments:
Franchise Ordinance

ORDINANCE NO. _____

AN ORDINANCE GRANTING **TEJAS MEDICAL WASTE**, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC WAYS WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION FOR THE PURPOSE OF ENGAGING IN THE BUSINESS OF COLLECTION AND DISPOSAL OF TREATED AND UNTREATED MEDICAL WASTE FROM VARIOUS HEALTH CARE-RELATED FACILITIES WITHIN THE CITY LIMITS; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR PERIOD OF GRANT; FOR ASSIGNMENT; FOR METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES AND FOR PARTIAL INVALIDITY.

WHEREAS, the City of College Station regulates, the collection and disposal of all solid waste generated from within the corporate limits of the City of College Station; and

WHEREAS, the City of College Station may, pursuant to Article XI of its Charter, grant franchises to other entities for the use of public streets, alleys and thoroughfares within the corporate limits of **CITY** and for the collection and disposal of treated and untreated medical wastes generated from within the corporate limits of the City of College Station; and

WHEREAS, **Tejas Medical Waste**, is engaged in the business of collection and disposal of treated and untreated medical waste from health care-related facilities and is requesting a franchise to operate its business within the City limits of the City of College Station; and

WHEREAS, the City of College Station (hereinafter referred to as "**CITY**"), believes it is in the best interest of College Station to offer **Tejas Medical Waste**, a franchise on such terms and conditions as will provide College Station with control and options necessary to provide for the public good; now, therefore,

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

**I.
DEFINITIONS**

1.1 For the purposes of this Ordinance, when not inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. Words not defined in this Ordinance shall be given their common and ordinary meaning.

Ordinance No. _____

1.2 For the purposes of this Ordinance, the following words, terms, phrases and their derivations shall have the meaning given in Section. 1.1

Franchise means this ordinance and all rights and obligations established herein or as it may be amended.

CITY means the City of College Station, a home rule municipal corporation in the State of Texas.

City Council or "Council" means the governing body of the City of College Station.

City Manager means the City official appointed by the City Council who is responsible for the daily operation of the City of College Station.

Brazos Valley Solid Waste Management Agency or **BVSWMA** means a permitted municipal solid waste facility jointly owned by the Cities of Bryan and College Station and operated by the City of College Station on behalf of the cities as authorized by an interlocal agreement.

Customers. Those health care-related facilities located within the **CITY** that generate treated and untreated medical waste.

Medical Wastes means medical wastes as that term is defined in 30 T.A.C. 330.2(74), (93), (141), and (141)(C) as it now exists or as is hereafter amended.

Treated or Processed Medical Waste is medical waste that has been treated as provided in 25 T.A.C. 1.133 and 1.136 as it now exists or as it is hereafter amended.

COMPANY means **Tejas Medical Waste**, a privately held corporation incorporated in the State of Texas which provides medical waste management services for the healthcare industry as well as providing destruction services to major pharmaceutical manufacturers and which operates in the State of Texas as well as other states.

T.A.C. means the Texas Administrative Code as it now exists or as it is hereinafter amended.

Force Majeure means, without limitation, by the following enumeration, acts of God and the public enemy, the elements, fire, or accidents.

TCEQ means Texas Commission on Environmental Quality.

Ordinance No. _____

II. GRANT OF NONEXCLUSIVE FRANCHISE

2.1 CITY hereby grants to COMPANY a nonexclusive franchise to operate and establish in College Station, as constituted as of the effective date of this Franchise, or as may hereafter be constituted to collect and dispose of treated and untreated medical waste from various health care-related facilities within the jurisdictional limits of CITY, and COMPANY is hereby granted passage and right-of-way on, along and across the streets, avenues, rights-of-way, alleys, and highways within the corporate limits of College Station, for any such service and lawful purpose as herein mentioned; provided that all such work, activity and undertakings by COMPANY shall be subject to the terms and provisions of this Franchise and the continuing exercise by College Station of its governmental and police powers, and provided further that nothing herein shall be construed to require or authorize COMPANY to exceed any rights granted herein or by the TCEQ.

2.2 Nothing in this Franchise shall be construed as granting any exclusive franchise or right.

III. FRANCHISE AND RENTAL FEES

3.1. For and in consideration of the use of the CITY's rights-of-way, streets, alleys, highways, avenues and thoroughfares as well as in consideration of the covenants and agreements contained herein, COMPANY agrees to and shall pay to CITY upon acceptance of this Agreement and thereafter during the term hereof, a sum equivalent to five percent (5%) of COMPANY's monthly gross delivery and hauling revenues generated from COMPANY's provision of collection and disposal of treated and untreated medical waste services within the CITY. Said payment shall be paid quarterly to the CITY's Finance Department and shall be due by the twentieth of the month following the end of the previous quarter.

3.2 The franchise fee shall be in lieu of any and all other College Station imposed rentals or compensation or franchise, license, privilege, instrument, occupation, excise or revenue taxes or fees and all other exaction's or charges (except ad valorem property taxes, special assessments for local improvements, city sales tax, and such other charges for utility services imposed uniformly upon persons, firms or corporations then engaged in business within College Station) or permits upon or relating to the business, revenue, franchise, equipment, and other facilities of COMPANY and all other property of COMPANY and its activities, or any part thereof, in College Station which relate to the operation of COMPANY's medical waste collection business.

3.3 Payment after that date shall incur a ten percent (10%) penalty on the outstanding amount owed under this article, and after written notice by CITY, may constitute a basis for forfeiture or termination under this Franchise pursuant to Article VIII herein.

Ordinance No. _____

**IV.
TERM OF FRANCHISE**

4.1 The term of this franchise shall be for a period of five (5) years beginning on the 15th day of February, 2007.

**V.
SERVICE TO BE PROVIDED BY COMPANY**

5.1 **COMPANY** shall furnish service consistent with the requirements and intent of this Franchise, and specified in this ordinance as now or hereafter approved by the Council or other regulatory authority having jurisdiction, without unreasonable discrimination, to all areas of College Station.

5.2 **COMPANY** shall maintain its property and equipment in good order and working condition, consistent with the needs of the services rendered therefrom and in accordance with 30 T.A.C. 330.1005(g) through (i).

5.3 **COMPANY** agrees that a standby vehicle shall always be available.

5.4 **COMPANY's** vehicles shall at all times be clearly marked with **COMPANY's** name and TCEQ registration number in letters not less than three (3) inches in height.

5.5 **COMPANY's** operations shall be conducted in a manner that minimizes noise, disturbance, and commotion.

5.6 **COMPANY** shall use all proper skill and care, and exercise all due and proper precautions that meet or exceed industry standards and TCEQ regulatory requirements to prevent injury to any person or person(s) and damage to any property.

5.7 **COMPANY** shall register their operations with the TCEQ prior to commencing operations under this Franchise and shall provide proof of such registration and renewal thereof annually to **CITY**.

5.8 AD VALOREM TAXES

COMPANY agrees to render a list annually of all personal property utilized in its treated and untreated medical waste operation services to Brazos County Appraisal District so that said personal property will be subject to ad valorem taxation by the applicable taxing entities.

Ordinance No. _____

5.9 DISPOSAL SITE FOR TREATED MEDICAL WASTE

Unless approved otherwise in writing by **CITY**, **COMPANY** shall utilize the BVSWMA landfill located on Rock Prairie Road, College Station or any other municipal landfill site designated by **CITY** for its municipal solid waste disposal for disposal of all treated medical waste collected by **COMPANY** from within the corporate limits of the City of College Station. Untreated medical waste collected by **COMPANY** within the corporate limits of the City of College Station will be treated and disposed of at any site of **COMPANY**'s selection, provided however, that any site used shall be permitted to accept this classification of waste by the appropriate regulatory authority.

5.10 CITY shall have access to all books of accounts and records of its business operations from which Gross Receipts may be determined.

5.11 COMPANY further agrees **CITY** may review its books and records, during normal business hours and on a non-disruptive basis, as reasonably necessary to monitor compliance with the terms hereof, or as otherwise required by law

- (a) **COMPANY** shall keep complete and accurate books of accounts and records of its business and operations from which Gross Receipts may be determined.
- (b) The following records and reports shall be filed monthly with the City Manager or his delegate:
 - i. Reports of all complaints and investigations received from any customer or regulatory authority and remedial action taken by **COMPANY** in response to said complaints.
 - ii. A listing of all **COMPANY**'s customer accounts and monthly revenue derived from collections made in the **CITY** under the terms of this Agreement. The reports shall include customer's name, address, frequency of pick-up, number of containers, pounds of waste collected by customer separated by treated and untreated, and monthly charges.

5.12 COMPLAINTS

COMPANY shall respond to any customer complaints. Any customer complaints received by **CITY** shall be forwarded to **COMPANY** within twenty-four (24) hours of their receipt. **COMPANY** shall notify **CITY** of action taken within twenty-four (24) hours following receipt of complaint. Failure to timely respond to Customer complaints by **COMPANY** may result in the imposition of a Twenty-five Dollar (\$25.00) per incident charge from **CITY** payable with the next payment due to **CITY** under Article III of this Agreement.

Ordinance No. _____

5.13 COMPANY agrees to provide free service to CITY during periodic CITY clean-up campaigns and following natural disasters or Acts of God.

5.14 TERMINATION OF SERVICE

COMPANY must notify CITY in writing of termination of any customer's service for cause via registered mail within forty-eight (48) hours of said termination and the basis therefor.

**VI.
TITLE TO WASTE**

6.1 Sole and exclusive title to all treated and untreated medical waste collected by COMPANY under this Agreement shall pass to COMPANY when said waste is placed on COMPANY's truck.

**VII.
RATES, RULES AND REGULATIONS**

7.1 The COMPANY shall charge for the aforementioned services according to the rates set out in the Schedule of Rates attached hereto as **Exhibit "A"** and incorporated herein by reference. The Schedule of Rates may be revised periodically and must be submitted to the City Manager or his delegate upon each revision and will be attached to the original franchise agreement.

**VIII.
FORFEITURE AND TERMINATION OF FRANCHISE**

8.1 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 COMPANY hereunder in the event of a material breach of the terms, covenants, or conditions herein set forth. A material breach by COMPANY shall include, but not be limited to, the following:

1. Failure to pay the fee prescribed by Article III;
2. Failure to materially provide the services provided for in this Franchise;
3. Material misrepresentation of fact in the application for or negotiation of this Franchise;

Ordinance No. _____

4. Conviction of any director, officer, employee, or agent of **COMPANY** of the offense of bribery or fraud connected with or resulting from the awarding of this Franchise;
5. Material misrepresentations of fact knowingly made to **CITY** with respect to or regarding **COMPANY**'s operations, management, revenues, services or reports required pursuant to this Franchise;
6. Revocation or denial of registration or renewal of registration by TCEQ;
7. Excessive interruption in service for a period of seventy-two (72) hours or more due to causes other than force majeure.

8.2 **COMPANY** shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers or employees.

8.3 **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 **COMPANY**, 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 **COMPANY** 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**.

IX. RECEIVERSHIP AND BANKRUPTCY

9.1 The Council shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of **COMPANY**, whether in receivership, reorganization, bankruptcy, other action or proceeding, whether voluntary or involuntary, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, unless:

9.2 Within one hundred twenty (120) days after his election or appointment, such receiver or trustee shall have fully complied with all the provisions of this franchise and remedied all defaults thereunder; or

Ordinance No. _____

9.3 Such receiver or trustee, within one hundred twenty (120) days, shall have executed an agreement, duly approved by the court having jurisdiction, whereby the receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise.

X. INDEMNIFICATION

10.1 COMPANY shall not dispose of any untreated medical waste, special waste or other hazardous waste or any waste that the landfill is not permitted to accept by TCEQ in the BVSMA landfill. COMPANY hereby agrees to indemnify, defend and hold CITY harmless for disposal of any such waste in the BVSMA landfill whether intentional or inadvertent.

10.2 COMPANY shall indemnify and hold CITY harmless from any and all injuries to persons or claims of damage to property caused by COMPANY, its agents, employees, and representatives.

10.3 COMPANY agrees to and shall indemnify and hold harmless CITY, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with the services provided or medical waste collected, treated, or disposed of by COMPANY under this contract, regardless of whether such injuries, death or damages are caused in whole or in part by the negligence, including but not limited to the contractual comparative negligence, concurrent negligence or gross negligence, of CITY.

10.4 COMPANY assumes responsibility and liability and hereby agrees to indemnify the City of College Station from any liability caused by COMPANY'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.

XI. INSURANCE

11.1 COMPANY shall procure and maintain at its sole cost and expense for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by COMPANY, its agents, representatives, volunteers, employees or subcontractors.

Ordinance No. _____

11.2 COMPANY's insurance coverage 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 the COMPANY's insurance and shall not contribute to it.

11.3 COMPANY shall include all subcontractors as additional insured 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 stated herein.

11.4 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.

A. *Standard Insurance Policies Required:*

1. Commercial General Liability Policy
2. Automobile Liability Policy
3. Workers' Compensation Policy
4. Pollution Liability Policy
5. Excess Liability Policy

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.
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 will not be 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 added as "Additional Insured" to all applicable 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 B+:VII or better rating in accordance with the current Best Key Rating Guide.

Ordinance No. _____

2. Minimum Limit of \$1,000,000.00 per and \$2,000,000.00 annual aggregate.
3. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
4. No coverage shall be deleted 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; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, "Explosion, Collapse, and Underground" coverage.

D. *Automobile Liability*

1. Business Automobile Liability insurance shall be written by a carrier with a B+:VII or better rating in accordance with the current Best Key Rating Guide.
2. Minimum Combined Single Limit of \$2,000,000.00 per occurrence for bodily injury and property damage.
3. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
4. The coverage shall include owned or leased autos, non-owned autos, and hired cars. Where applicable endorsement MCS-90, (Motor Carrier Policies for Insurance for Public Liability) is required.
5. COMPANY is responsible for any liability and/or costs that exceed the dollar limits set forth in this section.

E. *Workers' Compensation*

1. Employer's Liability limits of \$500,000/\$500,000/\$500,000 are required.
2. City of College Station shall be named as Alternate Employer on endorsement WC 99 03 OI unless written through TWCARP.
3. Texas Waiver of Our Right to Recover from Others Endorsement, WC 42 03 04 shall be included in this policy.
4. 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, WY.

F. *Pollution Liability*

1. Minimum acceptable limit \$2,000,000 aggregate and \$1,000,000 per occurrence.

Ordinance No. _____

2. Pollution coverage endorsement CG 04 22 required.

G. *Excess Liability*

1. Minimum acceptable limit \$5,000,000 aggregate and \$1,000,000 per occurrence.

H. *Certificates of Insurance*

Certificates of Insurance shall be prepared and executed by the insurance company or it's 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.

11.5 The coverage requirements set forth in this Article are in addition to those required under 30 T.A.C. 330.1005(j). **COMPANY** shall provide proof that it has met the requirements of 30 T.A.C. 330.1005(j) to **CITY** upon the execution of this Franchise by **COMPANY**.

11.6 **COMPANY** shall notify **CITY** by certified mail of the commencement of voluntary proceedings under Title 11 (Bankruptcy), United States Code, naming the **COMPANY** as debtor, within ten (10) business days after the commencement of the proceeding.

11.7 If **COMPANY** is deemed to be without financial assurance pursuant to 30 T.A.C. 330.1005(j), **COMPANY**'s operations shall be suspended until **COMPANY** establishes other acceptable financial assurance with the TCEQ and provides proof of same to **CITY**.

XII. GOVERNING LAW; LIMITATIONS; COMPLIANCE

12.1 This ordinance shall be construed in accordance with the **CITY**'s Charter and Code in effect on the Effective Date of this ordinance to the extent that such Charter and Code are not in conflict with or in violation of the constitution and laws of the United States or the State of Texas.

12.2 This ordinance shall be governed in accordance with the laws of the State of Texas.

Ordinance No. _____

12.3 Notwithstanding any other provision in this franchise to the contrary, **CITY** and **COMPANY** 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.

**XVIII.
ASSIGNMENT**

13.1 This Agreement and the rights and obligations contained herein may not be assigned by **COMPANY** without the specific prior written approval of the City Council.

**XIV.
NOTICES**

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

CITY:
Glenn Brown, City Manager
City of College Station
P.O. Box 9960
College Station, Texas 77842

COMPANY:
Janet K. McClain
Tejas Medical Waste
P.O. Box 1547
Copperas Cove, Texas 76522

14.2 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.

**XV.
AMENDMENTS**

15.1 It is understood and agreed by the parties to this Franchise that no alteration or variation to the terms of this Franchise shall be effective unless made in writing, approved by both parties, and attached to this Agreement to become a part hereof.

Ordinance No. _____

**XVI.
SEVERABILITY**

16.1 If any section, sentence, clause or paragraph of this Ordinance is for any reason held to be invalid or illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect the remaining portions of the Ordinance other than the part or parts held invalid or unconstitutional.

**XVII.
AUTHORIZATION TO EXECUTE**

17.1 The parties signing the Franchise shall provide adequate proof of their authority to execute this Agreement. The Franchise shall inure to the benefit of and be 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.

**XVIII.
ACCEPTANCE OF FRANCHISE BY COMPANY**

18.1 In accordance with CITY OF COLLEGE STATION CITY CHARTER, SECTION 103, this Ordinance shall be effective sixty (60) days after its adoption. COMPANY shall file its written acceptance of the terms and conditions of the Ordinance with the City Secretary within thirty (30) days from the final adoption of this Ordinance. Such acceptance shall be typed or printed on the letterhead of COMPANY and, with the blank spaces appropriately completed, shall be as follows:

Attn: City Manager

Tejas Medical Waste acting by and through the undersigned _____ who is acting within his/her official capacity and authority, hereby accepts the franchise to operate a medical waste collection service within the City of College Station, Texas ("College Station") as said franchise is set forth and provided in Ordinance No. _____ (the "Ordinance"). **Tejas Medical Waste** agrees to be bound and governed by each term, provision and condition of the Ordinance, to accept and to give the benefits provided for in the Ordinance in a business like and reasonable manner and in compliance with the Ordinance.

Tejas Medical Waste

By: _____
Name:

Ordinance No. _____

Title:

**XIX.
PUBLIC HEARING**

19.1 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 (Vernon 1994, Vernon Supp. 2003), as amended, and that advance public notice of time, place, and purpose of said meetings was given.

PASSED, ADOPTED and APPROVED by a majority vote of the City Council of the City of College Station on this the _____ day of _____, 2005.

TEJAS MEDICAL WASTE

CITY OF COLLEGE STATION

BY: Janet K. Hill-Clair
Title President

BY: _____
RON SILVIA, Mayor

Date: 10-20-06

Date: _____

ATTEST:

CONNIE HOOKS, City Secretary
Date: _____

APPROVAL:

Glenn Brown, City Manager
Date: _____

Jeff Kersten, Director of Fiscal Services
Date: _____

Carla A. Robinson
City Attorney

Ordinance No. _____

Date: _____

First Consideration and Approval: _____

Second Consideration and Approval: _____

Third Consideration and Approval: _____

Ordinance No. _____

Exhibit "A"

SCHEDULE OF RATES

Rates are from \$19.00 to \$21.00 depending on the size of contract boxes and number of accounts included in contract. These prices are for from 1 to 6 boxes per month.

Ordinance No. _____

Exhibit "B"

CERTIFICATES OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
11/09/05

PRODUCER Tom Stewart Insurance
1001 S. Dairy Ashford, Suite 225
Houston, TX 77077
(281)589-0004

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED [REDACTED]
PO BOX 1547
Copperas Cove, TX 76522

INSURER A: Arch Insurance Co.
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	✓	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	FBCAT0044202	05/21/06	05/21/07	EACH OCCURRENCE 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000 MED EXP (Any one person) 5,000 PERSONAL & ADV INJURY 1,000,000 GENERAL AGGREGATE 2,000,000 PRODUCTS - COMP/OP AGG Included
A	✓	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS <input checked="" type="checkbox"/> Broad Pollution GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> DEDUCTIBLE RETENTION	FBCAT0044201	05/21/06	05/21/07	COMBINED SINGLE LIMIT (Ea accident) 1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG EACH OCCURRENCE AGGREGATE WC STATU- OTH- TORY LIMITS ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Truckers Operations/Scheduled Vehicles; excluding certified acts of terrorism

Certificate holder is named as additional insured as respects to general liability and auto liability.

CERTIFICATE HOLDER

City of College Station
Attn: Risk Management PO box 9960
College Station, TX 77842

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Tom Stewart

TEXAS WORKERS' COMPENSATION COMMISSION
Southfield Building, 4000 South IH-35
Austin, Texas 78704

If you are not certain whether all parties meet the requirements for entering into this agreement, you may wish to consult an attorney.

Texas Workers' Compensation Act, Texas Labor Code, Section 406.121(2) defines "independent contractor" as follows: (1) "Independent contractor" means a person who contracts to perform work or provides a service for the benefit of another and who ordinarily: (A) acts as the employer of any employee of the contractor by paying wages, directing activities, and performing other similar functions characteristic of an employer-employee relationship; (B) is free to determine the manner in which the work or service is performed, including the hours of labor of or method of payment to any employee; (C) is required to furnish or have his employees, if any, furnish necessary tools, supplies, or materials to perform the work or service; and (D) possesses the skills required for the specific work or service.

AGREEMENT BETWEEN GENERAL CONTRACTOR AND SUBCONTRACTOR
TO ESTABLISH INDEPENDENT RELATIONSHIP

Notice of Agreement

The undersigned General Contractor and the undersigned Subcontractor hereby declare that:

- (A) the Subcontractor meets the qualifications of an Independent Contractor under Texas Workers' Compensation Act, Texas Labor Code, Section 406.121;
- (B) the Subcontractor is operating as an independent contractor as that term is defined under Section 406.121 of the Act;
- (C) the Subcontractor assumes the responsibilities of an employer for the performance of work; and
- (D) the Subcontractor and the Subcontractor's employees are not employees of the General Contractor for purposes of the Act.

TERM (DATES) OF AGREEMENT: FROM: _____

TO: _____

City of College Station
Name of General Contractor

Name of Subcontractor

LOCATION OF EACH AFFECTED JOB SITE (OR STATE WHETHER THIS IS A BLANKET AGREEMENT): Blanket

Estimated number of employees affected: _____

THIS AGREEMENT SHALL TAKE EFFECT NO SOONER THAN THE DATE IT IS SIGNED.

General Contractor's Affirmation

If the General Contractor's workers' compensation carrier changes during the effective period of coverage, it is advisable for the General Contractor to file this form with the new insurance carrier.

74-16000534
Federal Tax I.D. Number

City of College Station
Signature of General Contractor

Date

Address (Street)

1101 Texas Avenue
College Station, Tx 77842
Address (City, State, Zip)

Printed Name of General Contractor

Subcontractor's Affirmation

74-2959182
Federal Tax I. D. Number

* Alexandros Medical Waste
Janel K. McClain
Signature of Subcontractor

3/24/04
Date

Box 534 C.R. 3384
Address (Street)

TEXAS MEDICAL WASTE
Printed Name of Subcontractor

Janel K. McClain Kemper, Inc. 76539
Address (City, State, Zip)

Three copies of this form must be completed: This agreement must be filed by the General Contractor with the workers' compensation insurance carrier of the General Contractor within 10 days of the date of execution. The original must be filed with the insurance carrier by PERSONAL DELIVERY OR REGISTERED OR CERTIFIED MAIL. Both the General Contractor and the Subcontractor must also retain a copy of the agreement.

**ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980**

Form Approved
OMB No. 2125-0074

Issued to Tejas Medical Waste, Inc. of PO Box 1547, Copperas Cove, TX 76522

Dated at Denver, CO this 21st day of May, 2003

Amending Policy No. AT7119538 Effective Date 05/21/03

Name of Insurance Company Atlantic Insurance Company

Telephone Number (404) 497-7200 Countersigned by *Michael J. Hill*

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by for the limits shown:

- This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident.
- This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident.
In excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the

loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other

endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to the type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility. THE SCHEDULE OF LIMITS SHOWN ON THE NEXT PAGE DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

ACORD™ COMMERCIAL POLICY CHANGE REQUEST

DATE (MM/DD/YY)
11/14/05¹⁸²

AGENCY PHONE (A/C, No, Ext): (281)589-0004	<input type="checkbox"/> PROPERTY	<input checked="" type="checkbox"/> GENERAL LIABILITY	<input type="checkbox"/> MOTOR CARRIERS
FAX (A/C, No): (281)589-8889	<input type="checkbox"/> INLAND MARINE	<input type="checkbox"/> AUTO	<input type="checkbox"/> BUSINESS OWNERS
	<input type="checkbox"/> UMBRELLA	<input type="checkbox"/> TRUCKERS	<input type="checkbox"/> WORKERS COMP
Tom Stewart Insurance 1001 S. Dairy Ashford, Suite 225 Houston, TX 77077	COMPANY Arch Insurance Co.		NAIC CODE:
CODE: SUBCODE:	ATTENTION:		
AGENCY CUSTOMER ID	POLICY NUMBER FBCAT0044201	EFFECTIVE DATE OF CHANGE 11/09/05	
INSURED'S NAME Tejas Medical Waste	POLICY INCEPTION DATE 05/21/05	POLICY EXPIRATION DATE 05/21/06	
INSURED'S MAILING ADDRESS IF CHANGED (INC ZIP+4) Tejas Medical Waste PO BOX 1547 Copperas Cove, TX 76522	THIS IS AN ACKNOWLEDGEMENT OF YOUR REQUEST. UPON APPROVAL, THE COMPANY'S RECORDS WILL BE ADJUSTED ACCORDINGLY, AND IF A PREMIUM ADJUSTMENT IS REQUIRED, IT WILL BE DONE AT PREMIUM AUDIT OR BY ENDORSEMENT.		

PREMISES INFORMATION

ADD CHANGE DELETE

LOC #	BLD #	STREET, CITY, COUNTY, STATE, ZIP+4	CITY LIMITS	INTEREST	YR BUILT	PART OCCUPIED
			<input type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE	<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT		

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S)

ADD CHANGE DELETE

LOC #	BLD #	

AUTO-VEHICLE DESCRIPTION/LIMITS

POLICY LIMIT(S) CHANGED

ADD CHANGE DELETE

VEH #	YEAR	MAKE:	MODEL:	BODY TYPE:	V.I.N.:	VEHICLE TYPE	SYM/AGE	COST NEW				
						<input type="checkbox"/> P <input type="checkbox"/> SPEC <input type="checkbox"/> COML		\$				
CITY, STATE, ZIP WHERE GARAGED		LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM		
DRIVE TO WORK/SCHOOL	USE	<input type="checkbox"/> COMM'L	CHECK COVERAGES	<input type="checkbox"/> ADD'L NO-FAULT	<input type="checkbox"/> UNDRINS MOTOR	<input type="checkbox"/> F	<input type="checkbox"/> LSP	<input type="checkbox"/> RENT REIMB	DEDUCTIBLES	<input type="checkbox"/> ACV	<input type="checkbox"/> COMP	<input type="checkbox"/> SPEC C OF L
<input type="checkbox"/> < 15 MILES	<input type="checkbox"/> PLEASURE	<input type="checkbox"/> RETAIL	<input type="checkbox"/> LIAB	<input type="checkbox"/> MED PAY	<input type="checkbox"/> TOWING & LABOR	<input type="checkbox"/> FT	<input type="checkbox"/> COMP	<input type="checkbox"/> FG	<input type="checkbox"/> AA	<input type="checkbox"/> ST AMT	\$	
<input type="checkbox"/> 15 MILES +	<input type="checkbox"/> FARM	<input type="checkbox"/> SERVICE	<input type="checkbox"/> NO-FAULT	<input type="checkbox"/> UNINS MOTOR	<input type="checkbox"/> SPEC C OF L	<input type="checkbox"/> FTW	<input type="checkbox"/> COLL		\$		\$	COLL
NET VEH DR/CR										TOTAL PREM	\$	
LIABILITY		NO FAULT		ADD'L NO FAULT		MEDICAL PAYMENTS		UNINSURED MOTORISTS		UNDERINSURED MOTORISTS		
\$		\$		\$		\$		\$		\$		

AUTO-VEHICLE DESCRIPTION/LIMITS

POLICY LIMIT(S) CHANGED

ADD CHANGE DELETE

VEH #	YEAR	MAKE:	MODEL:	BODY TYPE:	V.I.N.:	VEHICLE TYPE	SYM/AGE	COST NEW				
						<input type="checkbox"/> P <input type="checkbox"/> SPEC <input type="checkbox"/> COML		\$				
CITY, STATE, ZIP WHERE GARAGED		LIC STATE	TERR	GVW/GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERM		
DRIVE TO WORK/SCHOOL	USE	<input type="checkbox"/> COMM'L	CHECK COVERAGES	<input type="checkbox"/> ADD'L NO-FAULT	<input type="checkbox"/> UNDRINS MOTOR	<input type="checkbox"/> F	<input type="checkbox"/> LSP	<input type="checkbox"/> RENT REIMB	DEDUCTIBLES	<input type="checkbox"/> ACV	<input type="checkbox"/> COMP	<input type="checkbox"/> SPEC C OF L
<input type="checkbox"/> < 15 MILES	<input type="checkbox"/> PLEASURE	<input type="checkbox"/> RETAIL	<input type="checkbox"/> LIAB	<input type="checkbox"/> MED PAY	<input type="checkbox"/> TOWING & LABOR	<input type="checkbox"/> FT	<input type="checkbox"/> COMP	<input type="checkbox"/> FG	<input type="checkbox"/> AA	<input type="checkbox"/> ST AMT	\$	
<input type="checkbox"/> 15 MILES +	<input type="checkbox"/> FARM	<input type="checkbox"/> SERVICE	<input type="checkbox"/> NO-FAULT	<input type="checkbox"/> UNINS MOTOR	<input type="checkbox"/> SPEC C OF L	<input type="checkbox"/> FTW	<input type="checkbox"/> COLL		\$		\$	COLL
NET VEH DR/CR										TOTAL PREM	\$	
LIABILITY		NO FAULT		ADD'L NO FAULT		MEDICAL PAYMENTS		UNINSURED MOTORISTS		UNDERINSURED MOTORISTS		
\$		\$		\$		\$		\$		\$		

DRIVER INFORMATION (List drivers who frequently use own vehicles)

ADD CHANGE DELETE

DRIVER #	NAME (Include address, if required)	SEX	MAR STAT	DATE OF BIRTH	YRS EXP	YEAR LIC	DRIVERS LICENSE NUMBER/ SOCIAL SECURITY NUMBER	STATE LIC	DATE HIRE	BROADEN NO-FAULT	DOC	USE VEH #	% USE

DRIVER INFORMATION (List drivers who frequently use own vehicles)

ADD CHANGE DELETE

DRIVER #	NAME (Include address, if required)	SEX	MAR STAT	DATE OF BIRTH	YRS EXP	YEAR LIC	DRIVERS LICENSE NUMBER/ SOCIAL SECURITY NUMBER	STATE LIC	DATE HIRE	BROADEN NO-FAULT	DOC	USE VEH #	% USE

WORKERS COMPENSATION RATING INFORMATION

TYPE OF CHANGE	STATE	LOC	CLASS CODE	DESCR CODE	CATEGORIES, DUTIES, CLASSIFICATIONS	# OF EMPLOYEES FULL TIME	# OF EMPLOYEES PART TIME	ESTIMATED ANNUAL REMUNERATION

PROPERTY/INLAND MARINE - PREMISES INFORMATION

PREMISES #: _____ BUILDING #: _____ ADD CHANGE DELETE

SUBJECT OF INSURANCE	AMOUNT	COINS %	VALUATION	CAUSES OF LOSS	INFLATION GUARD %	DEDUCTIBLE	FORMS AND CONDITIONS TO APPLY

ADDITIONAL COVERAGES, OPTIONS, RESTRICTIONS, ENDORSEMENTS AND RATING INFORMATION

CONSTRUCTION TYPE	DISTANCE TO HYDRANT FT	DISTANCE TO FIRE STAT MI	FIRE DISTRICT/CODE NUMBER	PROT CL	# STORIES	# BASM'TS	YR BUILT	TOTAL AREA
BUILDING IMPROVEMENTS <input type="checkbox"/> WIRING, YR: <input type="checkbox"/> ROOFING, YR:	<input type="checkbox"/> PLUMBING, YR: <input type="checkbox"/> HEATING, YR: <input type="checkbox"/> OTHER:		BLDG CODE GRADE	INSPECTED? <input type="checkbox"/> YES <input type="checkbox"/> NO	ROOF TYPE	OTHER OCCUPANCIES		
RIGHT EXPOSURE & DISTANCE			LEFT EXPOSURE & DISTANCE		REAR EXPOSURE & DISTANCE			

BURGLAR ALARM TYPE	CERTIFICATE #	EXPIRATION DATE	EXTENT	GRADE	<input type="checkbox"/> CENTRAL STATION <input type="checkbox"/> WITH KEYS
BURGLAR ALARM INSTALLED AND SERVICED BY			# GUARDS/WATCHMEN	<input type="checkbox"/> CLOCK HOURLY <input type="checkbox"/>	
PREMISES FIRE PROTECTION (Sprinklers, Standpipes, CO2/Chemical Systems)			FIRE ALARM MANUFACTURER		<input type="checkbox"/> CENTRAL STATION <input type="checkbox"/> LOCAL GONG

INLAND MARINE - SCHEDULED EQUIPMENTS ADD CHANGE DELETE

#	MODEL YEAR	DESCRIPTION (TYPE, MANUFACTURER, MODEL, CAPACITY, ETC)	ID #/SERIAL #	DATE PURCHASED	NEW/USED	AMOUNT OF INSURANCE
						\$
						\$

GENERAL LIABILITY - LIMITS CHANGE

GENERAL AGGREGATE	\$	DAMAGE TO RENTED PREMISES	\$
PRODUCTS & COMPLETED OPERATIONS AGGREGATE	\$	MEDICAL EXPENSE (Any one person)	\$
PERSONAL & ADVERTISING INJURY	\$	EMPLOYEE BENEFITS	\$
EACH OCCURRENCE	\$		\$

GENERAL LIABILITY - SCHEDULE OF HAZARDS

TYPE OF CHANGE	LOCATION #	CLASSIFICATION	CLASS CODE	PREMIUM BASIS	TERR	PREMIUM BASIS CODES
						(S) GROSS SALES - PER \$1,000/SALES (P) PAYROLL - PER \$1,000/PAY (A) AREA - PER 1,000/SQ FT (C) TOTAL COST - PER \$1,000/COST (M) ADMISSIONS - PER 1,000/ADM (U) UNIT - PER UNIT (T) OTHER

UMBRELLA CHANGE

LIMIT OF LIABILITY	\$	OTHER (DESCRIBE)
RETAINED LIMIT	\$	

ADDITIONAL INTEREST ADD CHANGE DELETE

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	<input checked="" type="checkbox"/> CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
<input checked="" type="checkbox"/> ADDITIONAL INSURED		City of College Station			PREMISES: _____ BUILDING: _____
<input type="checkbox"/> LOSS PAYEE		Attn: Risk Management PO Box 9960			VEHICLE: _____ BOAT: _____
<input type="checkbox"/> MORTGAGEE (# _____)		College Station, TX 77842			SCHEDULED ITEM NUMBER: _____
<input type="checkbox"/> MORTGAGEE (# _____)					OTHER _____
<input type="checkbox"/> LIENHOLDER					
<input type="checkbox"/> EMPLOYEE AS LESSOR		ITEM DESCRIPTION:			

ADDITIONAL CHANGES/REMARKS

Please add additional insured as shown above.

Thanks

SIGNATURE (Any deletion or reduction in coverage requires the Insured's signature)

INSURED'S SIGNATURE	DATE	PRODUCER'S SIGNATURE	NATIONAL PRODUCER NUMBER
		<i>Tom Stewart</i>	

November 20, 2006
Consent Agenda
Ratification of Historic Preservation Committee Rules of Procedure

To: Glenn Brown, City Manager

From: Olivia Burnside, Chief Information Officer

Agenda Caption: Presentation, possible action, and discussion regarding the ratification of the Historic Preservation Committee's Rules of Procedure.

Recommendation(s): Historic Preservation Committee and staff recommend ratification of the attached Historic Preservation Committee Rules of Procedure.

Summary:

Chapter 1, Section 23: E of the City of College Station Code of Ordinances authorizes the Historic Preservation Committee to establish its own rules, regulations, and bylaws subject to ratification by the City Council.

This is the initial creation of the Historic Preservation Committee Rules of Procedures. Adoption of the Rules of Procedure was initiated by the Historic Preservation Committee.

The Historic Preservation Committee approved the Rules of Procedure on November 6, 2006.

Budget & Financial Summary: N/A

Attachments:

Historic Preservation Committee Rules of Procedure

Historic Preservation Committee draft Minutes of November 6, 2006

CITY OF COLLEGE STATION – HISTORIC PRESERVATION COMMITTEE

Rules of Procedure Adopted: November 6, 2006

Article 1 – Authority

Chapter 1, Section 23 of the City of College Station Code of Ordinances creates a standing committee to be known as the College Station Historic Preservation Committee and details the scope of the committee. Chapter 1, Section 23: E authorizes the Historic Preservation Committee (HPC) to establish its own rules, regulations, and by-laws subject to ratification by the City Council.

Article 2 – Purpose and Duties and Responsibilities

2.1 Purpose

Although the City of College Station, Texas does not have a long history, it is important that it be collected and preserved. By acting in a timely manner, the City will be able to capture information before it otherwise would become irretrievable.

2.2 Duties and Responsibilities

The duties and responsibilities of this committee shall be to aid in the collection and preservation of the history of the City of College Station and its environs, and to provide for education of citizens in the history of this City. The committee shall also carry out other duties and responsibilities as may be assigned by the City Council. The committee shall semi-annually submit a report to the City Council.

A. Plan of Work

The HPC may adopt a Plan of Work. The Plan of Work should consider future tasks for a prescribed period and be updated and revised annually.

Progress in achieving the Plan of Work will be included in the semi-annual report to the City Council.

Article 3 – Organization and officers

3.1 Appointment

The HPC shall consist of nine (9) members appointed by the City Council. Appointments and terms are made at times as determined by the City Council.

A. A Chairperson shall be appointed annually by the City Council.

3.2 Membership and Terms (Ordinance No. 2505 adopted August 9, 2001)

A. Terms

The term of office for members of the HPC shall be for two (2) years, and the City council shall appoint members on a staggered basis with five (5) terms expiring in even-numbered years and four (4) terms expiring in odd-numbered years.

B. Vacancies

If a position becomes vacant before the expiration of the position's term, the new appointee shall serve for the balance of the term of his or her predecessor. The City Council shall appoint all members to fill vacancies.

If a vacancy shall occur in the chairperson position, the City Council shall appoint a replacement to serve as Chairperson.

Article 4 – Meetings and procedures

4.1 Meetings

The HPC shall provide for regular and special meetings as necessary to carry on its business.

- A. Regular meetings will be held once a month on a day and time as determined by the HPC membership. The committee is empowered to cancel a meeting at its discretion.
- B. Special meetings or workshops may be called by the Chairperson or upon request of a majority of the HPC to the Chairperson.
- C. Subcommittees may be established to assist in carrying out the Plan of work; i.e., Exploring History Lunch Lecture Series, Historic Marker Program, Project HOLD, etc. If two or more members of the subcommittee meet to discuss HPC business, an advance notice of the meeting will be posted.
- D. All meetings of the HPC shall be open to the public and must be posted at least 72 hours before the meeting as per State law.

4.2 Quorum

A quorum is a majority of the number of members of the HPC. Any recommendation without a majority of positive votes from those members present shall be deemed a negative report. No business shall be conducted or action taken without a quorum of the HPC present.

4.3 Absences

In accordance with Ordinance No. 2406, the HPC membership shall submit an absence request to the staff liaison on a form provided by the city, if the member must miss a meeting. In the event, a committee member is absent from three meetings in a twelve month period that are considered unexcused by definition, the City Secretary shall notify the member by letter requesting an explanation for the absences. After reviewing the explanation for absences, if the City Council finds that the absences are unexcused, the City Council may choose to notify the member of the importance of regular attendance or to remove a member for non-attendance.

4.4 Conflict-of-Interest

The conflict of interest laws require that a member file an affidavit and abstain from participating in and voting on items in which a member has a substantial interest. Members of the HPC should refer to Sections 114, 115 and 116 of the College Station City Charter, Chapters 171 ET SEQ. and 212.017 of the Texas Local Government Code to determine whether the member may have a conflict of interest. Additionally, a member is encouraged to contact the Administrator, being the Planning & Development Services Director or designee, and/or the City Attorney prior to the meeting at which the item will be considered by the HPC.

4.5 Ordinance of Business

The order of business shall generally be conducted as follows, but may be modified as needed:

A. Regular Meeting

- Call to Order
- Possible action and discussion on absence requests
- Initial Hear Visitors
- Possible action and discussion to approve meeting minutes
- Report and possible action on New Business Items
- Report and possible action on Old Business Items
- Calendar of pertinent upcoming community events pertaining to historical interests
- Final Hear Visitors
- Possible action and discussion on future agenda items
- Adjourn

4.6 Rules of Order

The HPC shall use parliamentary procedure to conduct meetings.

4.7 Minutes

The HPC shall keep minutes of its proceedings, including the total yeas and nays of any actions taken by the HPC. Minutes shall be signed by the Chairperson after the HPC approves them and they shall be retained in the office of the staff liaison.

4.8 Staff

The Administrator shall appoint a staff liaison and shall provide staff, as needed, to support the HPC.

4.9 City Attorney

The City Attorney is the legal advisor of and attorney for the City and all offices and departments. The Administrator shall consult and cooperate with the City Attorney on legal issues pertaining to matters relating to the HPC.

Article 5 – Continuing Education

5.1 Continuing Education

Citizen volunteers appointed to the HPC are encouraged to attend training and continuing education opportunities, as provided by the City of College Station or other professional organizations where Continuing Education Units (CEUs) may be obtained or knowledge of historic preservation issues may be expanded.

5.2 Open Meetings Act Training

All members of the HPC shall attend training regarding the Open Meetings Act as required by State law. Attendance at the training shall occur upon appointment or reappointment. Training must be completed within 90 days from when the oath of office is taken or the individual assumes the official duties of the committee.

Article 6 – Amendments

6.1 Amendments

The HPC may amend these Rules of Procedure by a majority vote of the HPC and ratification by the City Council.

6.2 Conflict

In the case of any conflict between any Ordinance or applicable law and these Rules, the Ordinance or applicable law shall take precedence.

REVIEWED this 6th day of November, 2006.

Carla A. Robinson
Carla A. Robinson, Senior Assistant City Attorney

ACCEPTED BY THE HPC this 6th day of November, 2006.

ATTEST:

Hillary Jessup
Hillary Jessup, Historic Preservation Committee Chair

RATIFIED BY CITY OF COLLEGE STATION CITY COUNCIL

this _____ day of _____, 2006.

ATTEST:

Connie Hooks, City Secretary

Draft
Minutes
Historic Preservation Committee
Monday, November 6, 2006
4:00 p.m.
2nd Floor Conference Room
City of College Station, City Hall, 1101 Texas Avenue
College Station, TX 77840

Attendance:

Chair Hillary Jessup, Marguerite Anthony, Jane Hughey, Neal Nutall, Colleen Risinger, Meredith Waller, and Ernie Wright.

Approved Absence: Haskell Monroe.

Absent: Bill Lancaster.

Staff Attendance: Chief Information Officer Olivia Burnside and Neighborhood Services Coordinator Katie Elrod.

Agenda Item #1: Call to Order.

Meeting was called to order at 4:15 p.m.

Agenda Item #2: Absence Request.

Marguerite Anthony moved to accept absence request for Haskell Monroe. The motion passed unanimously.

Agenda Item #3: Initial Hear Visitors.

No visitors were present.

Agenda Item #4: Newly Appointed Members.

New members, Jane Hughey and Meredith Waller, were welcomed. Introductions were made all around.

Agenda Item #5: Approval of minutes.

Colleen Risinger made the motion to accept the minutes for the meeting of October 3, 2006. The motion passed unanimously.

Agenda Item #6: RFQ for Historic District Consultant

Olivia Burnside highlighted the pertinent sections of the Request for Qualifications for the historic district consultant.

Ernie Wright asked for clarification on scope of work. Olivia Burnside reported the following: 1.) Survey and inventory, 2.) Classification of significance of properties, 3.) District boundaries and design component suggestion, and 4.) a sample Historic District Enabling Ordinance.

Olivia Burnside requested that comments be submitted to staff Katie Elrod within the week.

Neal Nutall made the motion to accept the Request for Qualifications as written, with the stipulation that further from committee member may still be submitted to staff within the week. Motion passed unanimously.

Agenda Item #7: Committee Retreat

Jane Hughey moved to hold the Historic Preservation Committee retreat on Monday, December 11th at residence of Chair Hillary Jessup, 115 Lee Street at 9 a.m. The motion passed unanimously.

Agenda Item #8: East Texas Historical Association Meeting.

It was discussed that the speaker should cover a regional topic that applies to our region.

Ernie Wright made the motion to host the East Texas Historical Association at the January 17th Exploring History Lunch Lecture. Motion passed unanimously.

Agenda Item #9: Committee Rules of Procedure.

Marguerite Anthony made the motion to accept the Historic Preservation Committee Rules of Procedure. The motion passed unanimously.

Marguerite Anthony made the motion forward the Historic Preservation Committee Rules of Procedure to City Council for ratification. The motion passed unanimously.

Agenda Item #10: Open Meetings Training.

Discussion took place regarding those in need of taking Open Meeting Act Training.

Agenda Item #11: Exploring History Lunch Lecture.

Staff report included in the packet detailed next year's speakers.

Agenda Item #12: Project HOLD

Staff report included in the packet detailed progress.

Agenda Item #13: Calendar of Events

Chair Hillary Jessup gave an update on the Municipal Cemetery and the Aggie Field of Honor design project.

Agenda Item #14: Hear Visitors

There were no visitors present.

Agenda Item #15: Future Agenda Items.

Marguerite Anthony asked that May Heritage Month to be discussed at retreat. Chair Hillary Jessup said that she would work with staff regarding the agenda for the planning retreat.

Agenda Item #16:

Meeting adjourned at 5:20 p.m.

APPROVED:

ATTEST:

Hillary Jessup, Chair
Coordinator

Katie Elrod, Neighborhood Services

November 20, 2006
Consent Agenda
Amendment to Azteca Systems, Inc. Update and Support Agreement

To: Glenn Brown, City Manager

From: Olivia Burnside, Chief Information Officer

Agenda Caption: Presentation, possible action, and discussion regarding approval of an amendment to the Update and Support Agreement with Azteca Systems, Inc. approved by Council on December 9, 1999 which amends the covered products.

Recommendation(s): Staff recommends approval.

Summary: This software is a work order management system being implemented in Public Works. Previously, the Water & Wastewater Department used the software. This amendment simply redefines the covered licensed programs from being module based licensing, whereby the licenses were defined for Water and Wastewater use, to "named" licenses of the product, whereby their intended use is up to the City of College Station. The amendment also restates the maintenance fees of \$7,545.00 per year.

Budget & Financial Summary: Funds for this maintenance are included in the Information Services Department's operating budget.

Attachments:

Amendment to Update and Support Agreement with Azteca Systems, Inc.

Original Update and Support Agreement with Azteca Systems, Inc.

Azteca Systems, Inc.
11075 South State St.
Suite 24
Sandy, Utah
84070



Ph. (801) 523-2751
FAX (801) 523-3734
Email: azteca@azteca.com
Web: http://www.azteca.com

**AMENDMENT #1
CITYWORKS® UPDATE & SUPPORT AGREEMENT
Contract No. C113399**

By accepting this order both parties agree to amend the Master Update & Support Agreement Contract No. **C113399** between the **City of College Station, TX** (Licensee) and Azteca Systems, Inc. dated 1/6/2000, which is incorporated herein by reference, to include the above update and support agreement. Azteca Systems and the User have entered into an amended update and support agreement with respect to use of Cityworks® software; and User also desires to amend the software Update & Support services from Azteca Systems Contract No. U113399, with respect to such Software, to delete subsections 8.2 through 8.6 of Section 8. IDENTIFICATION AND AMOUNTS and replace with the following:

IDENTIFICATION AND AMOUNTS

8.2 User Agreement: Between Azteca Systems and the User dated:

(a) Effective Date of Amendment: 6/1/2006 Initial _____

(b) Renewal Date: Successive twelve-month periods from the Effective date.
Initial _____

(c) Fee for Existing Update & Support period:
\$ 5,625.00 (US) Initial _____

(d) Fee for additional licensing update and support period:
\$ 1,920.00 (US) Initial _____

(e) Renewal Fee for successive Update & Support periods:
\$ 7,545.00 (US) Initial _____

8.3 (a) Description of Covered Software:

Cityworks – 8 named licenses
(Converting over from modules)

Initial _____

All other provisions of Contract No. U113399 will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

Accepted and Agreed:

City of College Station, TX
(Licensee)

Azteca Systems, Inc.
(Azteca)

By: _____
Authorized Signature

By: Brian L. Haslam
Authorized Signature

Printed Name: Ron Silvia

Printed Name: Brian L. Haslam

Title: Mayor

Title: President

Date: ____/____/____

Date: 9, 14, 2006

ATTEST:

By: _____
Connie Hooks, City Secretary

By: Kayzy Zuper

Date: ____/____/____

APPROVE:

Glenn Brown, City Manager

Date: ____/____/____

Carla A Robinson
City Attorney

Date: ____/____/____

Jeff Kersten, Chief Financial Officer

Date: ____/____/____

Azteca Systems, Inc.
9561 South 700 East
Suite 201
Sandy, Utah
84070



Ph. (801) 523-9737
FAX (801) 523-3734
Email: azteca@azteca.com
<http://www.azteca.com>

CITYWORKS
UPDATE AND SUPPORT AGREEMENT
Contract No. U113399

This is an Agreement between Azteca Systems, Inc., a Utah corporation (hereinafter called "Azteca"), with offices at 9561 South 700 East, Suite 201, Sandy, Utah, 84070, and the User (hereinafter called "User"), as defined in paragraph 8.1. Azteca and User have entered into an Agreement with respect to use of certain Software; and User also desires to secure software update and support services from Azteca with respect to such Software.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1 "Software" means Cityworks source code, machine-readable code, and related documentation.
- 1.2 "Update and Support Agreement" shall mean the Update and Support Agreement between Azteca and User identified in paragraph 8.1, the terms and conditions of which are hereby incorporated by reference.
- 1.3 "Licensed Software" shall mean the particular Software identified in the User Agreement.
- 1.4 "Covered Software" means the particular software identified in paragraph 8.5.
- 1.5 "Error" means any failure of the Program to conform in any material respect to their published specifications.
- 1.6 "Error Correction" means either a modification or addition that, when made or added to the Program(s) brings the Program(s) into material conformity with its or their published specifications, or a procedure or routing that, when observed

in the regular operation of the Program, eliminates the practical adverse effect on City of such nonconformity.

1.6 "Program Fixes" shall mean minor corrections that are not material to the Licensed Software to correct deviations in the Licensed Software. Any Program Fixes delivered to User shall become part of the Licensed Software.

1.7 "Program Upgrades" means new versions of, or additions to, the Licensed Software prepared by Azteca which improve its operating performance but do not add to or alter its basic function(s). Any Program Upgrades delivered to User shall become part of the Licensed Software.

1.8 "Program Modifications" means new versions of or additions to the Licensed Software which add to or alter the function(s) of the Licensed Software and new Software modules or products adapted to interface with the Licensed Software and add to or alter the function(s) of the Licensed Software. Any Program Modifications delivered to User shall become part of the Licensed Software.

1.9 "Custom Applications" means any change or modification in the Licensed Software requested by the User, other than Program Fixes. Any Custom Applications delivered to User shall become part of the Licensed Software.

1.10 "Initial Update and Support Period" shall mean the calendar year commencing upon the Effective Date of this Agreement, set forth in paragraph 8.3.

2. SUPPORT

2.1 First year and subsequent annual update and support includes Azteca product updates to Azteca' base product applications (**not customized code**). Azteca will ensure upward compatibility for client's customized applications when there are minor ARC/INFO revisions (for example, from rev 7.0 to rev 7.1). Azteca will **not** ensure upward compatibility for client's customized applications when there are major ARC/INFO revisions (for example, from rev 7.0 to rev 8.0). Azteca shall, during the term of this Agreement:

- (a) Promptly provide those Program Fixes, if any, that are necessary to assure the Covered Software is functioning in accordance with Azteca current manuals and technical specifications .User will use its best efforts to provide Azteca with written notice specifying with reasonable particularity the

apparent error in the system and the manner in which the Covered Software is not functioning properly; and

- (b) Promptly deliver to User any Program Upgrades relating to the Covered Software made available to others.
- (c) Azteca shall be responsible for using all reasonable diligence to provide the services in this Agreement.
- (d) Azteca shall provide reasonable assistance to help customer install and operate each new Release.

2.2 The following items, among others, however, are specifically excluded as Support under this section of this Agreement:

- (a) interpretation of program results;
- (b) assistance with questions related to computer hardware and peripherals which are not related to the use of the Covered Software;
- (c) assistance with computer operating system questions not directly pertinent to the Covered Software or Program Modifications;
- (d) data debugging and/or correcting;
- (e) services necessitated as a result of any cause other than authorized use as specified in the license agreement, Azteca user manuals or technical specifications by the User of the Covered Software, including unauthorized modification, unauthorized updates or electrical, fire, water or other damage; and
- (f) consulting regarding Custom Applications created to function with the Covered Software.

Azteca shall be responsible for using all reasonable diligence to correct verifiable and reproducible Errors when reported to Azteca in accordance with Azteca's standard reporting procedures. Azteca shall promptly verify that such an Error is present and initiate work in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Azteca shall provide Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, Azteca shall include the Error Correction in all subsequent Releases of the Licensed Program.

Azteca shall not be responsible for correcting Errors in any version of the Licensed Program other than the most recent Release of the Licensed Program, provided that Azteca shall continue to support Releases superseded by recent Releases for a reasonable period sufficient to allow City to implement the newest Release.

3. CHARGES

3.1 Annual Fee: For services hereunder, User shall pay Azteca an annual fee. The annual fee for the Initial Update and Support Period is set forth in paragraph 8.4, and shall be paid prior to the start of the Initial Update and Support Period. The annual fee for successive Update and Support Periods (one year periods commencing upon the anniversary of the Initial Update and Support Period) shall become due prior to the end of the preceding paid-up Update and Support Period. The annual fee for successive Update and Support Periods may be revised by Azteca upon 90 days' prior written notice. If this Agreement is terminated by either party before the end of the annual term then Azteca shall prorate the charges for service and refund the unused portion to City within 30 days of the termination date.

3.2 Tax Exempt: The City of College Station is a tax-exempt entity and will provide its tax exemption certificate to Azteca.

3.2 Billing: Azteca shall provide Customer a complete and accurate annual statement for all current amounts earned under the Contract together with all necessary supporting documentation confirming and verifying the accuracy of the request for compensation.

3.3 Charges for Injury or Repair: Azteca shall be responsible for any damages incurred or repairs made necessary by reason of its work or caused by it. Repairs of any kind required by Customer on account of Azteca's work will be made and charged to Azteca by Customer. The work specified consists of all work, materials, equipment, labor and services required by Customer to repair any damage to the property of Customer.

3.4 Independent Contractor: In all activities and services performed hereunder, Azteca is an independent Contractor and not an agent or employee of Customer, Azteca, as an independent Contractor, shall be responsible for the services and software provided under this Agreement. Except for materials or equipment furnished by the Customer, Azteca shall supply all materials, equipment and labor required for the execution of the work under this Agreement. Azteca shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the Customer shall have no control of or

supervision over the employees of Azteca or any of Azteca's subcontractors except to the limited extent provided for in this Agreement.

4. LIMITED WARRANTY

4.1 Azteca warrants that it shall maintain a trained staff capable of rendering the services set forth in this agreement. Azteca warrants that it shall provide the work and services under this Agreement in accordance with the highest computer and computer consulting industry standards and practices applicable to its work and the error correction for Licensed Software, training and advice to Customer during the performance of the services under this contract in accordance with said standard.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THE SERVICES AND ANY SOFTWARE PROVIDED HEREUNDER, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, , MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

5.1 Except for claims of patent or copyright infringement or as otherwise provided herein, Azteca's liability for damages arising under this Agreement shall be limited to the fees actually paid by User to Azteca pursuant to Section 3 hereof. IN NO EVENT SHALL AZTECA BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS) ARISING OUT OF OR RELATED TO THE SUPPORT AND SERVICES PROVIDED HEREUNDER BY AZTECA, EVEN THOUGH AZTECA MAY HAVE BEEN ADVISED, KNOW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

6. TERM AND TERMINATION

6.1 The term of this Agreement commences upon the first day following the warranty period of ninety (90) days that applies to the Licensed Program pursuant to the License Agreement Thereafter, the Term shall automatically renew for successive periods of one (1) year each unless and until terminated pursuant to

Section 6 hereof. In no event, however, shall the Term extend beyond the prescribed term of the License Agreement.

6.2 This Agreement shall be terminated upon termination of the User Agreement and, at any time after the Initial Update and Support Period, may be terminated by either party upon 60 days' written notice.

7. MISCELLANEOUS

7.1 Neither party shall be liable for its failure to perform or its delay in performing any obligation under the Agreement Documents (other than the payment of money) if such failure or delay is due to fire, flood, earthquake, strike, labor trouble or other industrial disturbance, war (declared or undeclared), embargo, blockage, shortage of labor, materials or equipment, legal prohibition or governmental action, riot, insurrection, damage, destruction or any other cause beyond the control of such defaulting party preventing or delaying the performance of such obligation, provided that such obligation shall be performed immediately upon the termination of such cause preventing or delaying such performance; and provided further that the sole effect of any delay by Azteca shall be a related delay in payment by the User pursuant to the relevant schedule and an extension of the term of this Agreement for an amount of time equal to the amount of time performance is suspended under this Section without any additional charge to City.

This Agreement and all matters relating thereto are performable in Brazos County, Texas and venue shall lie in a court of competent jurisdiction in Brazos County, Texas.

7.2 Mediation Clause: AZTECA and City will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail; then the dispute will be mediated by a mutually acceptable mediator to be chosen by AZTECA and the City within thirty (30) days after written notice by one of the parties demanding non-binding mediation. Neither one of the parties may unreasonably withhold consent to the selection of a mediator, and AZTECA and the City will share the cost of the mediation equally. By mutual agreement, however, AZTECA and City may postpone mediation until both parties have completed some specified limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternate dispute resolution procedure ("ADR").

Any dispute which cannot be resolved between the parties through negotiation or mediation within two (2) months of the date of the initial demand for it by one of the

parties may then be submitted to a court of competent jurisdiction in Brazos County, Texas. Both AZTECA and City consent to jurisdiction over it by such a court. The use of any ADR procedures will not be considered under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful; or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.

7.3 The illegality, invalidity or unenforceability of any provision of the Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

7.4 This Agreement constitutes the entire agreement between the parties with respect to the subject matter; all prior statements, negotiations, and undertakings are superseded hereby, and may not be amended, modified or supplemented except in a writing executed by both parties, expressly purporting to amend the Agreement.

7.4 This Agreement may not be assigned by either party, except to an affiliate or a successor, without the prior written consent of the other party, which consent will not be unreasonably withheld. User may not sublicense or encumber the Licensed Software without prior written consent of Azteca.

7.5 Section headings herein are for the sake of convenience only and are not intended to affect in any way the meaning of this Agreement or the related paragraphs.

7.6 This Agreement becomes effective only upon receipt of a fully executed copy by Azteca at its office in Sandy, Utah 84070 provided that Azteca notifies City in writing within ten days of said receipt.

7.7 Until further written notice, all payments and notices relevant to this Agreement shall be sent to the following addresses:

Azteca: Azteca Systems, Inc.
9561 South 700 East
Suite 201
Sandy, UT 84070
Attention: Brian L. Haslam

User: The address set forth in paragraph 8.1.

Azteca: Azteca Systems, Inc.
 9561 South 700 East
 Suite 201
 Sandy, UT 84070
 Attention: Brian L. Haslam

User: The address set forth in paragraph 8.1.

8. IDENTIFICATION AND AMOUNTS

8.1 User:

- (a) User's Name: CITY OF COLLEGE STATION
 Attention: OLIVIA W. BURNSIDE
- (b) User's Address:
 Number and Street: P.O. Box 9960
 310 Krenek Tap Road
- City/State/Zip: College Station, TX 77840

8.2 License Agreement: The "Cityworks License Agreement" is between Azteca System, Inc and City of College Station.

Dated: December 2, 1999

Number: C113399

8.3 Effective Date: Upon execution of the ESRI/City of College Station Master Service Agreement.

8.4 Update and Support Period: This agreement commences on the first day following the warranty period of ninety (90) days that applies to the Licensed Program pursuant to the License Agreement.

8.5 Annual Fee: \$5,625.00

8.6 Covered Software:

Number of Licenses: 8 Initial BH

Licensed Modules: Water (Service Request, Work Order, Detailed Inventory and Inspections & Tests) Initial BH

Wastewater (Service Request, Work Order, Detailed Inventory and Inspections & Tests) Initial BH

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

Accepted and Agreed:

CITY OF COLLEGE STATION
Licensee

Azteca Systems, Inc.

By: Lynn McIlhaney

By: Brian L. Haslam
Authorized Signature
Authorized Signature

Printed Name: Lynn McIlhaney

Printed Name: Brian L. Haslam

Title: Mayor

Title: President

Date: 1/6/99

Date: 12/2/99

ATTEST:

Connie Hooks
Connie Hooks, City Secretary

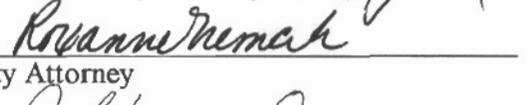
Date: 1/6/00

APPROVED:



Thomas E. Brymer, City Manager

12/30/99
Date



City Attorney

12/27/99
Date



Charles Cryan, Director of Fiscal Services

12-29-99
Date

Attachment A

Purchase Order Agreement #00042

Original Date 12-10-1999

Change No. _____, Dated _____

**November 20, 2006
Regular Agenda
Bird Pond Road Rezoning**

To: Glenn Brown, City Manager

From: Lance Simms, Acting Director of Planning & Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance rezoning approximately 94 acres, located on the south side of Bird Pond Road north-east of Rock Prairie Road, from A-O (Agricultural Open) to A-OR (Rural Residential).

Recommendation(s): The Planning & Zoning Commission unanimously recommended approval of the rezoning at their regular meeting on 2 November 2006, with the request that the City Council consider safety improvements to Bird Pond Road as soon as possible. Staff also recommends approval.

Summary: The applicant is requesting the subject property be rezoned from A-O (Agricultural Open) to A-OR (Rural Residential) for the development of a rural residential subdivision with a minimum lot size of one acre.

During the public hearing at the Planning & Zoning Commission, citizens expressed concerns about the condition of Bird Pond Road. Therefore, the Commission is forwarding a request to consider improving Bird Pond Road as soon as possible. It is not the Commission's intent that the improvement of the Rock Prairie Road be viewed as a condition of the rezoning approval.

The Comprehensive Plan shows this area as Single-Family Low Density, which allows 1/3 to 2 dwelling units per acre. The subject property is currently zoned A-O (Agricultural Open). There is a small portion of Flood Plain & Streams located on this property which will remain A-O (Agricultural Open). The rezoning request to A-OR (Rural Residential) is in compliance with the City's Comprehensive Plan.

Budget & Financial Summary: N/A

Attachments:

1. Small Area Map & Aerial Map
2. Infrastructure and Facilities
3. Ordinance



DEVELOPMENT REVIEW

BIRD POND ESTATES

Case:
06-500181

REZONING



DEVELOPMENT REVIEW

BIRD POND ESTATES

Case:
06-500181

REZONING

INFRASTRUCTURE AND FACILITIES

Water: The subject property is located in Wellborn CCN. The applicant has gained permission from Wellborn water and the City of College Station to provide this property with Wellborn domestic water and City of College Station water supply for fire protection purposes.

Sewer: The subject property will be using on site sewer treatment systems, which will be permitted through the Brazos County Health Department.

Streets: The subject property is located adjacent to Bird Pond Road, which is classified as a Minor Arterial on the City's Thoroughfare Plan

Off-site Easements: The subject property will need off-site easements for the extension of public water. Other off-site easements may be required but have not been identified at this time.

Drainage: The subject property is located in the Carter's Creek Drainage Basin.

Flood Plain: None

Oversize request: None known at this time

Impact Fees: N/A

ORDINANCE NO. _____

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

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

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

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

PASSED, ADOPTED and APPROVED this 20th day of November 2006.

APPROVED:

RON SILVIA, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:



City Attorney

ORDINANCE NO. _____

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EXHIBIT "A"

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

The following property is rezoned from A-O Agricultural Open to A-OR Rural Residential:

94.373 ACRE TRACT

**THOMAS CARUTHERS LEAGUE, A-9
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE THOMAS CARUTHERS LEAGUE, ABSTRACT NO. 9, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 25.00 ACRE TRACT AS DESCRIBED BY A DEED TO EDWARD M. KELLEY RECORDED IN VOLUME 279, PAGE 496 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, A PORTION OF A CALLED 26.25 ACRE TRACT AS DESCRIBED BY A DEED TO WILLIAM N. KELLEY, JR., RECORDED IN VOLUME 489, PAGE 526 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, A PORTION OF THE REMAINDER OF A CALLED 18.067 ACRE TRACT AS DESCRIBED BY A DEED TO EDWARD M. KELLEY, GRACE A. KELLEY AND WILLIAM N. KELLEY, JR., RECORDED IN VOLUME 281, PAGE 528 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, A PORTION OF A CALLED 26.25 ACRE TRACT AS DESCRIBED BY A DEED TO JACK P. FRIEDMAN RECORDED IN VOLUME 1102, PAGE 592 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, AND THE REMAINDER OF A CALLED 271.5 ACRE TRACT AS DESCRIBED BY A DEED TO J. M. ATKINS RECORDED IN VOLUME 43, PAGE 600 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 SOUTHEAST LINE OF BIRD POND ROAD (A COUNTY MAINTAINED PUBLIC ROAD) MARKING THE NORTH CORNER OF SAID 25.00 ACRE TRACT AND THE WEST CORNER OF LOT 1, LADEWIG-WINTERS SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 4226, PAGE 105 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 39E 17' 37" E ALONG THE COMMON LINE OF SAID 25.00 ACRE TRACT AND SAID LOT 1 FOR A DISTANCE OF 284.64 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF SAID LOT 1 AND A NORTHWEST CORNER OF A CALLED 2.686 ACRE TRACT AS DESCRIBED BY A DEED TO RICHARD L. CARLSON AND KAREN L. CARLSON RECORDED IN VOLUME 2165, PAGE 193 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

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THENCE: S 39E 20' 56" E ALONG THE COMMON LINE OF SAID 25.00 ACRE TRACT AND SAID 2.686 ACRE TRACT FOR A DISTANCE OF 66.40 FEET TO A POINT;

THENCE: THROUGH SAID 25.00 ACRE TRACT FOR THE FOLLOWING CALLS:

S 55E 17' 55" W FOR A DISTANCE OF 98.96 FEET TO A POINT;

S 88E 33' 36" W FOR A DISTANCE OF 56.92 FEET TO A POINT;

S 72E 25' 53" W FOR A DISTANCE OF 58.43 FEET TO A POINT;

S 74E 55' 51" W FOR A DISTANCE OF 70.42 FEET TO A POINT;

S 58E 29' 15" W FOR A DISTANCE OF 77.12 FEET TO A POINT;

S 72E 57' 28" W FOR A DISTANCE OF 89.59 FEET TO A POINT;

N 89E 23' 47" W FOR A DISTANCE OF 49.74 FEET TO A POINT;

N 87E 54' 16" W FOR A DISTANCE OF 48.05 FEET TO A POINT;

S 59E 37' 51" W FOR A DISTANCE OF 46.14 FEET TO A POINT;

S 43E 16' 38" W FOR A DISTANCE OF 60.51 FEET TO A POINT;

S 07E 06' 52" W FOR A DISTANCE OF 24.48 FEET TO A POINT;

S 57E 23' 34" E FOR A DISTANCE OF 28.25 FEET TO A POINT;

N 78E 20' 56" E FOR A DISTANCE OF 39.59 FEET TO A POINT;

N 82E 39' 11" E FOR A DISTANCE OF 70.95 FEET TO A POINT;

N 79E 40' 44" E FOR A DISTANCE OF 106.46 FEET TO A POINT;

N 73E 52' 54" E FOR A DISTANCE OF 91.33 FEET TO A POINT;

N 46E 10' 42" E FOR A DISTANCE OF 50.98 FEET TO A POINT;

N 80E 01' 39" E FOR A DISTANCE OF 70.95 FEET TO A POINT;

N 68E 14' 14" E FOR A DISTANCE OF 59.22 FEET TO A POINT;

N 90E 00' 00" E FOR A DISTANCE OF 67.48 FEET TO A POINT;

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N 60E 14' 37" E FOR A DISTANCE OF 54.42 FEET TO A POINT;

N 37E 17' 04" E FOR A DISTANCE OF 64.60 FEET TO A POINT ON THE COMMON LINE OF SAID 25.00 ACRE TRACT AND SAID 2.686 ACRE TRACT;

THENCE: S 39E 20' 56" E ALONG THE COMMON LINE OF SAID 25.00 ACRE TRACT AND SAID 2.686 ACRE TRACT FOR A DISTANCE OF 77.06 FEET TO A ½ INCH IRON ROD FOUND MARKING THE NORTHEAST CORNER OF SAID 26.25 ACRE KELLEY TRACT;

THENCE: S 39E 18' 42" E ALONG THE COMMON LINE OF SAID 26.25 ACRE KELLEY TRACT AND SAID 2.686 ACRE TRACT FOR A DISTANCE OF 151.89 FEET TO A ½ INCH IRON ROD FOUND MARKING A SOUTH CORNER OF SAID 2.686 ACRE TRACT AND A WEST CORNER OF SAID REMAINDER OF 18.067 ACRE TRACT;

THENCE: N 69E 08' 27" E ALONG THE COMMON LINE OF SAID REMAINDER OF 18.067 ACRE TRACT AND SAID 2.686 ACRE TRACT FOR A DISTANCE OF 195.00 FEET TO A ½ INCH IRON ROD FOUND MARKING AN ANGLE POINT IN SAID LINE;

THENCE: N 35E 41' 49" E CONTINUING ALONG THE COMMON LINE OF SAID REMAINDER OF 18.067 ACRE TRACT AND SAID 2.686 ACRE TRACT FOR A DISTANCE OF 69.96 FEET TO A ½ INCH IRON ROD FOUND MARKING THE NORTHWEST CORNER OF A CALLED 0.1897 ACRE TRACT DESCRIBED AS TRACT ONE BY A DEED TO JOHNA JOLENE GAUZE RECORDED IN VOLUME 3262, PAGE 331 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, SAID 0.1897 ACRE TRACT ALSO BEING KNOWN AS LOT 6, BLOCK 2, LEISURE LAKE PROPERTIES, ACCORDING TO THE PLAT RECORDED IN VOLUME 227, PAGE 405 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, SAID IRON ROD FOUND MARKING THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 71.65 FEET;

THENCE: ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86E 34' 39" FOR AN ARC DISTANCE OF 108.26 FEET (CHORD BEARS: S 09E 34' 51" E – 98.25 FEET) TO A ½ INCH IRON ROD FOUND MARKING THE WEST CORNER OF LOT 7, BLOCK 2, LEISURE LAKE PROPERTIES, SAID LOT 7 BEING DESCRIBED AS TRACT TWO BY SAID GAUZE DEED (3262/331), SAID IRON ROD FOUND MARKING THE ENDING POINT OF SAID CURVE;

THENCE: S 54E 25' 25" E ALONG THE COMMON LINE OF SAID LOT 7 AND SAID REMAINDER OF 18.067 ACRE TRACT FOR A DISTANCE OF 85.00 FEET TO A ½ INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID LOT 7;

THENCE: THROUGH SAID REMAINDER OF 18.067 ACRE TRACT AND SAID 26.25 ACRE KELLEY TRACT FOR THE FOLLOWING CALLS:

S 15E 03' 59" W FOR A DISTANCE OF 72.27 FEET TO A POINT;

S 01E 55' 45" E FOR A DISTANCE OF 60.59 FEET TO A POINT;

S 10E 10' 51" E FOR A DISTANCE OF 38.02 FEET TO A POINT;

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S 16E 55' 13" E FOR A DISTANCE OF 82.68 FEET TO A POINT;
 S 19E 38' 26" E FOR A DISTANCE OF 95.50 FEET TO A POINT;
 S 37E 34' 07" E FOR A DISTANCE OF 102.23 FEET TO A POINT;
 S 25E 10' 00" E FOR A DISTANCE OF 80.46 FEET TO A POINT;
 S 13E 50' 18" E FOR A DISTANCE OF 69.26 FEET TO A POINT;
 S 11E 36' 45" E FOR A DISTANCE OF 51.20 FEET TO A POINT;
 S 17E 34' 19" E FOR A DISTANCE OF 49.25 FEET TO A POINT;
 S 62E 53' 42" E FOR A DISTANCE OF 20.83 FEET TO A POINT;
 N 41E 28' 59" E FOR A DISTANCE OF 24.53 FEET TO A POINT;
 N 06E 02' 02" E FOR A DISTANCE OF 53.93 FEET TO A POINT;
 N 11E 33' 52" W FOR A DISTANCE OF 180.56 FEET TO A POINT;
 N 23E 01' 56" W FOR A DISTANCE OF 25.22 FEET TO A POINT;

N 39E 41' 59" W FOR A DISTANCE OF 138.66 FEET TO A 5/8 INCH IRON ROD SET MARKING THE SOUTHWEST CORNER OF THE REMAINDER OF A CALLED 1.0 ACRE TRACT AS DESCRIBED BY A DEED TO J. M. ATKINS AND WIFE, NETTIE DEASON ATKINS, RECORDED IN VOLUME 53, PAGE 615 OF THE RELEASE RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 83E 39' 03" E ALONG THE COMMON LINE OF SAID REMAINDER OF 18.067 ACRE TRACT AND SAID REMAINDER OF 1.0 ACRE TRACT FOR A DISTANCE OF 208.19 FEET TO A ½ INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF SAID REMAINDER OF 1.0 ACRE TRACT;

THENCE: N 06E 30' 00" W CONTINUING ALONG THE COMMON LINE OF SAID REMAINDER OF 18.067 ACRE TRACT AND SAID REMAINDER OF 1.0 ACRE TRACT FOR A DISTANCE OF 124.90 FEET TO A ½ INCH IRON ROD FOUND ON THE WESTERLY LINE OF A CALLED 1.189 ACRE TRACT AS DESCRIBED BY A DEED TO BRUCE A. JONES AND MARIA H. JONES RECORDED IN VOLUME 2253, PAGE 26 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, SAID IRON ROD FOUND BEING IN A COUNTERCLOCKWISE CURVE HAVING A RADIUS OF 170.00 FEET;

THENCE: ALONG THE COMMON LINE OF SAID REMAINDER OF 18.067 ACRE TRACT AND SAID JONES TRACT AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15E 40'

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42" FOR AN ARC DISTANCE OF 46.52 FEET (CHORD BEARS: S 14E 57' 09" E – 46.37 FEET) TO A 1/2 INCH IRON ROD FOUND MARKING THE ENDING POINT OF SAID CURVE;

THENCE: S 20E 59' 53" E CONTINUING ALONG THE COMMON LINE OF SAID REMAINDER OF 18.067 ACRE TRACT AND SAID JONES TRACT FOR A DISTANCE OF 128.98 FEET TO A 1/2 INCH IRON ROD FOUND MARKING AN ANGLE POINT IN SAID LINE;

THENCE: S 48E 13' 13" E CONTINUING ALONG THE COMMON LINE OF SAID REMAINDER OF 18.067 ACRE TRACT AND SAID JONES TRACT FOR A DISTANCE OF 96.80 FEET TO A 1/2 INCH IRON PIPE FOUND MARKING THE SOUTH CORNER OF SAID JONES TRACT;

THENCE: N 42E 10' 47" E CONTINUING ALONG THE COMMON LINE OF SAID REMAINDER OF 18.067 ACRE TRACT AND SAID JONES TRACT FOR A DISTANCE OF 323.19 FEET TO A 1 INCH IRON PIPE FOUND ON THE SOUTHWEST LINE OF A CALLED 58.969 ACRE TRACT AS DESCRIBED BY A DEED TO WILLIAM E. GRANT AND WIFE, LINDA GRANT, RECORDED IN VOLUME 357, PAGE 128 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 48E 00' 28" E ALONG THE COMMON LINE OF SAID REMAINDER OF 18.067 ACRE TRACT AND SAID 58.969 ACRE TRACT FOR A DISTANCE OF 537.43 FEET TO A CONCRETE MONUMENT FOUND ON THE NORTHWEST LINE OF THE REMAINDER OF A CALLED 78.78 ACRE TRACT AS DESCRIBED BY A DEED TO CARTER LAKE HOME OWNERS CORPORATION RECORDED IN VOLUME 2414, PAGE 20 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE EAST CORNER OF SAID REMAINDER OF 18.067 ACRE TRACT AND THE SOUTH CORNER OF SAID 58.969 ACRE TRACT;

THENCE: S 41E 39' 44" W ALONG THE COMMON LINE OF SAID REMAINDER OF 18.067 ACRE TRACT AND SAID REMAINDER OF 78.78 ACRE TRACT FOR A DISTANCE OF 722.77 FEET TO A 5/8 INCH IRON ROD SET MARKING THE SOUTH CORNER OF SAID REMAINDER OF 18.067 ACRE TRACT AND AN EASTERLY CORNER OF SAID 26.25 ACRE KELLEY TRACT;

THENCE: S 41E 39' 44" W ALONG THE COMMON LINE OF SAID 26.25 ACRE KELLEY TRACT AND SAID REMAINDER OF 78.78 ACRE TRACT FOR A DISTANCE OF 84.59 FEET TO A 6 INCH FENCE POST FOUND MARKING AN ANGLE POINT IN SAID COMMON LINE;

THENCE: S 22E 06' 53" W CONTINUING ALONG THE COMMON LINE OF SAID 26.25 ACRE KELLEY TRACT AND SAID REMAINDER OF 78.78 ACRE TRACT FOR A DISTANCE OF 23.21 FEET TO A 3/8 INCH IRON ROD FOUND MARKING THE NORTHWEST CORNER OF A CALLED 1.91 ACRE TRACT AS DESCRIBED BY A DEED TO CARTER LAKE DEVELOPMENT CORPORATION RECORDED IN VOLUME 1638, PAGE 229 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 20E 49' 13" W ALONG THE COMMON LINE OF SAID 26.25 ACRE KELLEY TRACT AND SAID 1.91 ACRE TRACT FOR A DISTANCE OF 251.21 FEET TO A 4 INCH FENCE CORNER POST FOUND MARKING THE NORTHEAST CORNER OF SAID 26.25 ACRE FRIEDMAN TRACT;

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THENCE: S 20E 49' 13" W ALONG THE COMMON LINE OF SAID 26.25 ACRE FRIEDMAN TRACT AND SAID 1.91 ACRE TRACT FOR A DISTANCE OF 308.00 FEET TO A 5/8 INCH IRON ROD SET ON THE COMMON LINE OF SAID 26.25 ACRE FRIEDMAN TRACT AND A CALLED 6.33 ACRE TRACT AS DESCRIBED BY A DEED TO B. D. CATES RECORDED IN VOLUME 267, PAGE 153 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, SAID IRON ROD SET MARKING THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT, FOR REFERENCE A 3/8 INCH IRON ROD FOUND ON THE NORTHERLY LINE OF ROCK PRAIRIE ROAD MARKING THE SOUTHEAST CORNER OF SAID FRIEDMAN TRACT BEARS: S 20E 49' 13" W FOR A DISTANCE OF 1237.56 FEET;

THENCE: N 77E 18' 07" W THROUGH SAID 26.25 ACRE FRIEDMAN TRACT FOR A DISTANCE OF 701.50 FEET TO A 5/8 INCH IRON ROD SET ON THE COMMON LINE OF SAID 26.25 ACRE FRIEDMAN TRACT AND SAID REMAINDER OF 271.5 ACRE TRACT;

THENCE: S 20E 16' 54" W ALONG THE COMMON LINE OF SAID 26.25 ACRE FRIEDMAN TRACT AND SAID REMAINDER OF 271.5 ACRE TRACT FOR A DISTANCE OF 21.46 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE NORTHEAST CORNER OF A CALLED 26.245 ACRE TRACT AS DESCRIBED BY A DEED TO FLYING ACE RANCH, LTD., RECORDED IN VOLUME 3767, PAGE 237 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 85E 53' 57" W ALONG THE COMMON LINE OF SAID REMAINDER OF 271.5 ACRE TRACT AND SAID 26.245 ACRE TRACT FOR A DISTANCE OF 1835.12 FEET TO A 3/8 INCH IRON ROD FOUND ON THE EASTERLY LINE OF BIRD POND ROAD MARKING THE NORTHWEST CORNER OF A CALLED 26.25 ACRE TRACT AS DESCRIBED BY A DEED TO DALE W. CONRAD RECORDED IN VOLUME 460, PAGE 505 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: ALONG THE FENCED EASTERLY AND SOUTHEAST LINE OF BIRD POND ROAD FOR THE FOLLOWING CALLS:

N 14E 08' 29" E FOR A DISTANCE OF 201.16 FEET TO A 1/2 INCH IRON ROD FOUND;

N 17E 05' 14" E FOR A DISTANCE OF 464.44 FEET TO A 60D NAIL SET IN TOP OF AN EXISTING FENCE CORNER POST FOUND;

N 19E 35' 33" E FOR A DISTANCE OF 90.96 FEET TO A POINT;

N 29E 33' 26" E FOR A DISTANCE OF 329.18 FEET TO A POINT;

N 32E 37' 28" E FOR A DISTANCE OF 232.56 FEET TO A POINT;

N 35E 04' 36" E FOR A DISTANCE OF 95.52 FEET TO A POINT;

N 44E 05' 51" E FOR A DISTANCE OF 291.09 FEET TO A POINT;

ORDINANCE NO. _____

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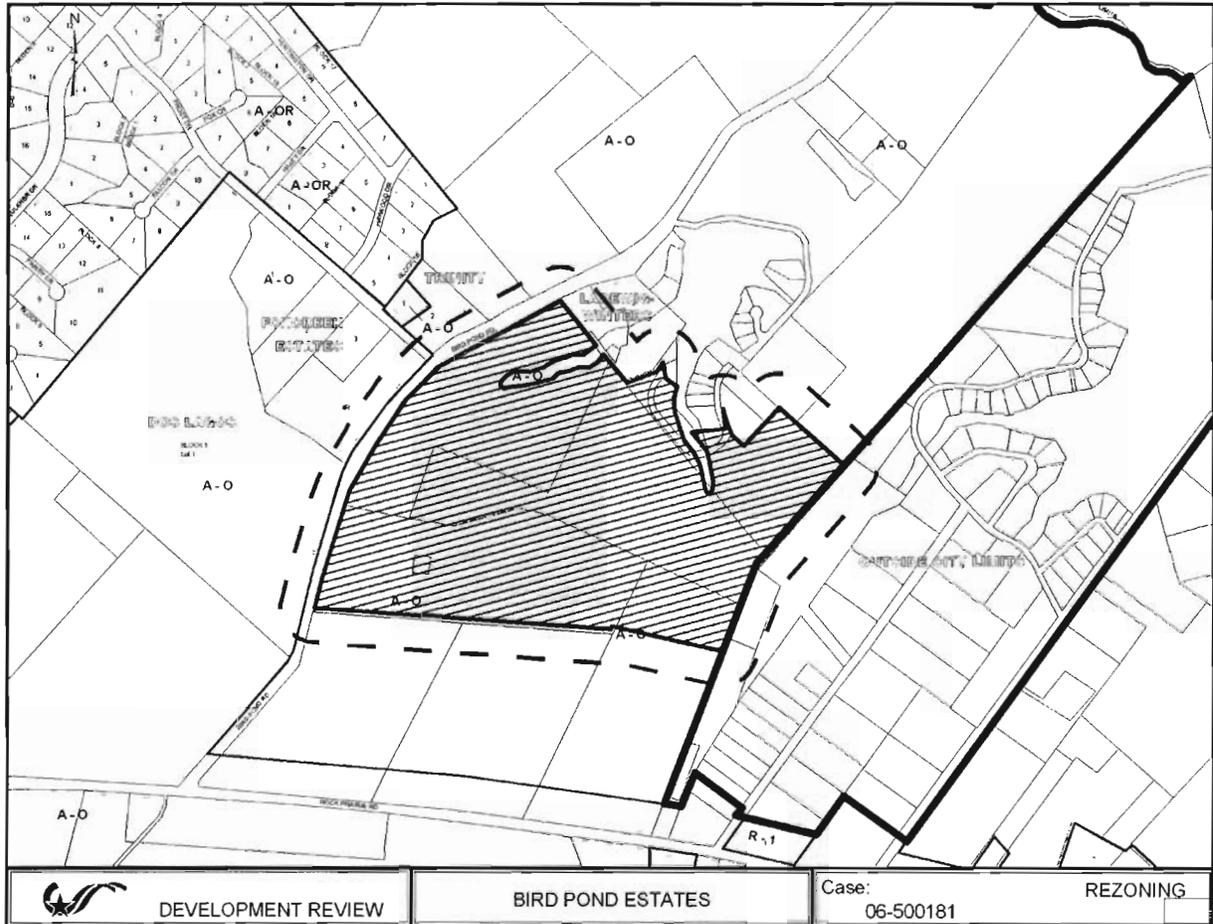
N 62E 00' 45" E FOR A DISTANCE OF 853.58 FEET TO THE **POINT OF BEGINNING** CONTAINING 94.373 ACRES OF LAND AS SURVEYED ON THE GROUND MARCH, 2006. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/06-628.MAB

REVISED 09-07-06

EXHIBIT "B"



**November 20, 2006
Regular Agenda
Winestyles Wine & Gifts Conditional Use Permit**

To: Glenn Brown, City Manager

From: Lance Simms, Acting Director of Planning & Development Services

Agenda Caption: Public hearing, presentation, possible action, and consideration of an ordinance authorizing a Conditional Use Permit for Winestyles Wine & Gifts located at 1741 University Drive East.

Recommendation(s): The Planning & Zoning Commission voted unanimously to recommend approval of the Condition Use Permit at their regular meeting on 2 November 2006 with the condition that landscaping or a structural barrier be placed between the outdoor seating area and the parking lot. Staff also recommends approval.

Summary: The applicant is requesting a Conditional Use Permit for a 2,130 square foot wine boutique located in the Gateway Retail Center on University Drive East. The subject lease space is one of three in a 7,663 square foot retail building located between Home Depot and Cheddars restaurant. The other tenants are T.C. Homes Design Studio and LazrSmooth, a medical clinic. The proposed hours of operation are 11:00 a.m. to 9:00 p.m., Monday through Saturday, and 12:00 p.m. to 5:00 p.m. on Sunday.

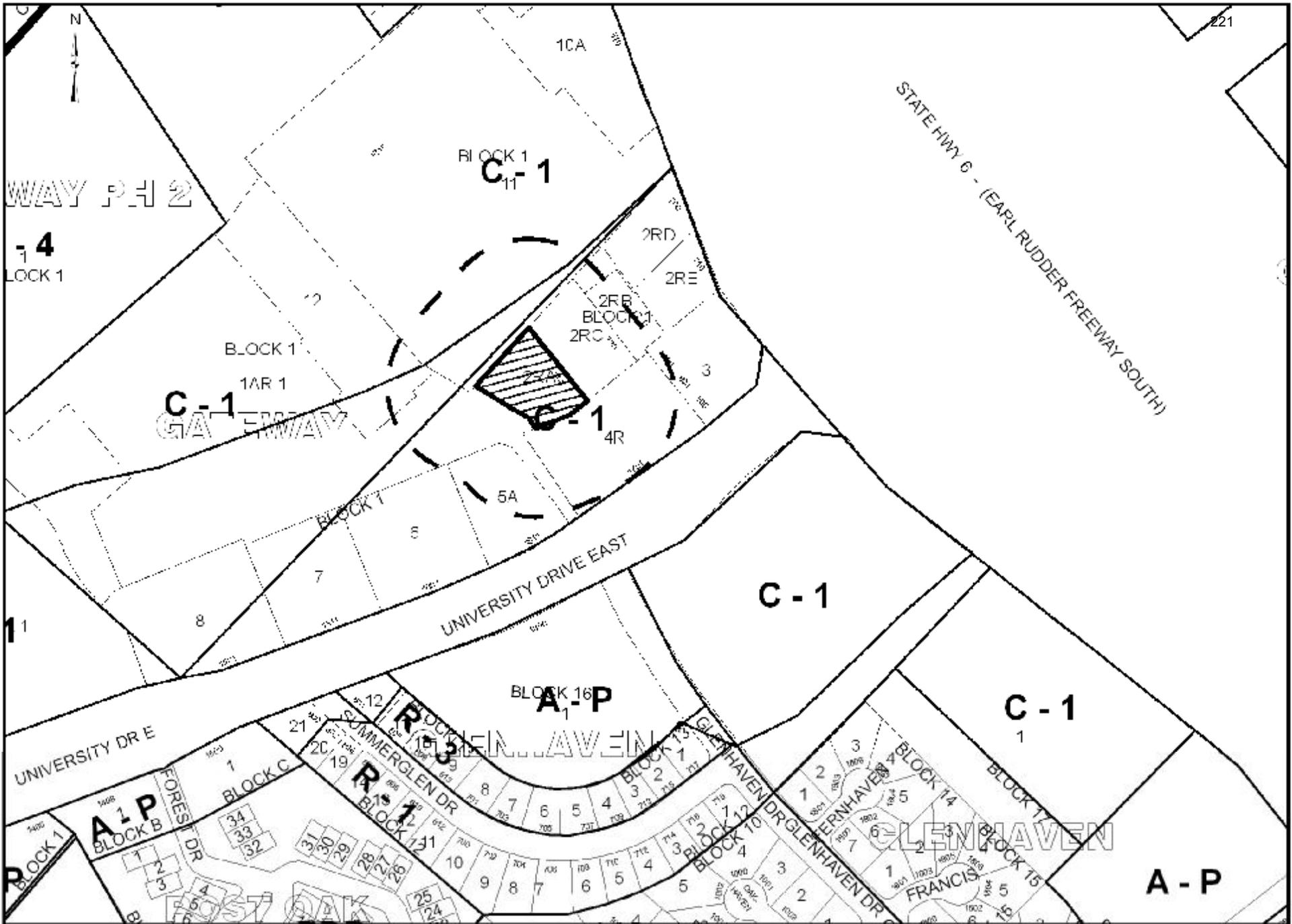
The applicant is seeking to sell wine by the glass for on-premise consumption and provide occasional entertainment for which a Conditional Use Permit is required to classify the establishment as a night club.

The Texas Alcoholic Beverage Commission regulates the sales of alcoholic beverages and prohibits sales within 300' of a church, public or private school, or public hospital. All such uses are beyond the 300' boundary.

Budget & Financial Summary: N/A

Attachments:

1. Small Area Map (SAM) & Aerial Map
2. Item Background and Staff Analysis
3. Ordinance



DEVELOPMENT REVIEW

1741 UNIVERSITY DR E

Case: 06-500213

CUP



DEVELOPMENT REVIEW

1741 UNIVERSITY DR E

Case:
06-500213

CUP



Item Background & Staff Analysis

Item Background: The subject property was annexed into the City of College Station on August 27, 1958. The property was rezoned from C-1 General Commercial to C-B Business Commercial on November 20, 1991. With the adoption of the UDO in 2003, the C-B district was combined with C-1. The Corridor Overlay District was adopted on January 9, 1992. The subject property is currently platted. There have been no recent actions on the property, though Comprehensive Plan Amendments and rezoning requests have been submitted on property to the north of Home Depot. Other activities in the vicinity include the submittal and/or development of: PetSmart, Linens-n-Things, Circuit City, Posados, and Fish Daddy's.

Comprehensive Plan Considerations: The Land Use Plan designates this area as Regional Retail. University Drive is a major arterial and Glenhaven Drive is a minor collector on the City's Thoroughfare Plan. The property is zoned C-1, General Commercial, surrounded by other C-1 commercial parcels on all sides, and located in the Corridor Overlay District.

Staff Analysis: Section 3.13 of the Unified Development Ordinance authorizes the existence of conditional uses. The Planning and Zoning Commission may recommend to the City Council to approve an application for a conditional use permit where it reasonably determines that there will be no significant negative impact upon residents of surrounding property or upon the general public.

The City Council may permit a conditional use subject to appropriate conditions and safeguards, when after public notice and hearing the Council finds that: (Staff comments are in italics)

1. Purpose and Intent of UDO. *Staff conducted a technical review and found general compliance with development regulations.*
2. Consistency with Comprehensive Plan. *The request is in compliance with the Comprehensive Plan.*
3. Compatibility with Surrounding Area. *The public hearing is an opportunity for the Commission to measure the potential impact on surrounding land uses.*
4. Harmonious with Character of Surrounding Area. *The use is located in a retail center lease space which has an approved site plan that meets minimum requirements.*
5. Infrastructure Impacts Minimized. *The proposed use will not negatively impact infrastructure more than other permitted uses.*
6. Effect of Environment. *The proposed use is consistent with the restaurant and other commercial uses in the vicinity.*

The City Council may impose additional reasonable restrictions or conditions to carry out the spirit and intent of the Unified Development Ordinance and to mitigate adverse effects of the proposed use. These requirements may include, but are not limited to, increased open space, loading and parking requirements, additional landscaping, and additional improvements such as curbing, sidewalks and screening.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE", SECTION 3.13, "DEVELOPMENT REVIEW PROCEDURES, CONDITIONAL USE PERMIT", 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 3.13, "Development Review Procedures, Conditional Use Permit", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

PASSED, ADOPTED and APPROVED this 20th day of November 2006.

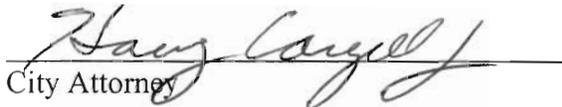
ATTEST:

APPROVED:

Connie Hooks, City Secretary

RON SILVIA, MAYOR

APPROVED:



City Attorney

ORDINANCE NO. _____

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EXHIBIT "A"

That the Official Zoning Map of the City of College Station, Section 3.13, "Development Review Procedures, Conditional Use Permit", of Chapter 12, "Unified Development Ordinance", is hereby amended as follows:

That a Conditional Use Permit is hereby granted for a nightclub as provided for in Chapter 12, "Unified Development Ordinance", Section 3.13, "Development Review Procedures, Conditional Use Permit", of the Code of Ordinances of the City of College Station. The property located at 1741 University Drive is granted a Conditional Use Permit for a night club with an outdoor seating area and entertainment attractions such as live and recorded indoor music.

Conditions to the Conditional Use Permit:

1. Provide landscaping of a minimum of 2.5' in height or a decorative wrought-iron fence to provide a physical separation between the outdoor seating area and the parking lot.

**November 20, 2006
Regular Agenda
Harvey Mitchell Parkway South Rezoning**

To: Glenn Brown, City Manager

From: Lance Simms, Acting Director of Planning & Development Services

Agenda Caption: Public hearing, presentation, possible action, and discussion on an ordinance rezoning approximately 44 acres, located at 1300 Harvey Mitchell Parkway South, from A-O (Agricultural Open) and R-1 (Single-Family Residential) to a combination of A-O (Agricultural Open) and R-4 (Multi-Family).

Recommendation(s): The Planning & Zoning Commission unanimously recommended approval of the request at their regular meeting on 2 November 2006. Staff also recommends approval of the rezoning.

Summary: This item is for consideration of a rezoning request for a vacant tract of land on the south side of Harvey Mitchell Parkway between Holleman Drive West and Luther Street West. The applicant is pursuing this request in order to develop the site as a student-oriented multi-family development. This proposal includes rezoning approximately 23.8 acres of R-1 (Single-Family Residential) and 20.2 acres of A-O (Agricultural Open) to approximately 27.7 acres of R-4 (Multi-Family) and 15.9 acres of A-O (Agricultural Open). There is a considerable amount of floodplain on the property that will be depicted as A-O (Agricultural Open). The development will not impact the floodplain but rather integrate it as a part of the development as a recreational amenity.

On 13 July of this year, the Council amended the Land Use Plan for this area from Industrial R&D to Residential Attached. Therefore, the rezoning request is in compliance with the Comprehensive Plan.

This section of Harvey Mitchell Parkway South is scheduled to have a traffic signal installed at the future Holleman Drive intersection. Staff will work with the applicant to establish a secondary connection from this property to the future Holleman Drive intersection which will provide an additional entrance from Holleman and decrease the amount of traffic accessing the site from Harvey Mitchell Parkway South.

Budget & Financial Summary: None.

Attachments:

1. Small Area Map and Aerial
2. Item Background
3. Ordinance



DEVELOPMENT REVIEW

HARVEY MITCHELL

Case:
06-500142

REZONING

Item Background: The front portion of this property was annexed in 1970 and subsequently zoned R-1 (Single-Family Residential). The remainder was annexed in 2002 and zoned A-O (Agricultural Open). The property is currently unplatted.

The subject property is bounded by land designated as Industrial Research & Development to the north and south, and Texas A&M University property to the west. These tracts of land are largely undeveloped and also contain large amounts of floodplain.

Comprehensive Plan Considerations: The Land Use portion of the Comprehensive Plan was recently amended by the City Council on June 15, 2006 from Industrial Research & Development to Residential Attached, while maintaining the Floodplain and Streams land use designation. The rezoning request is in compliance with the amended Comprehensive Plan. The Thoroughfare Plan reflects Harvey Mitchell Parkway as a Freeway.

ORDINANCE NO. _____

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

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

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

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

PASSED, ADOPTED and APPROVED this 20th day of November, 2006.

APPROVED:

RON SILVIA, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:



City Attorney

ORDINANCE NO. _____

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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:

I.

The following property is rezoned from A-O Agricultural Open to R-4 Multi Family Residential.

27.737 Acres
Crawford Burnett Survey, A-7
College Station, Brazos County, Texas

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACTS OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT SURVEY, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 44 ACRES AS DESCRIBED BY A DEED TO LINDA SUE GORZYCKI, DIANE ELAINE GORZYCKI HARBOUR AND DONNA LANELLA GORZYCKI LIVINGSTON, RECORDED IN VOLUME 672, PAGE 404 OF THE OFFICIAL RECORES OF BRAZOS COUNTY, TEXAS. SAID 44 TRACT BEING CALLED THE SOUTHWESTERLY PORTION OF THE REMAINDER OF A CALLED 146.5 ACRE TRACT AS DESCRIBED BY A DEED TO HARRY GORZYCKI RECORDED IN VOLUME 81, PAGE 186 OF THE DEED RECORDS OF BRAZOS COUNTY, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS SHOWN IN EXHIBIT "B," "C," "D," and "E" AND GRAPHICALLY SHOWN IN EXHIBIT "G."

II.

The following property is rezoned from A-O Agricultural Open and R-1 Single Family Residential to A-O Agricultural Open.

43.633 Acres
Crawford Burnett Survey, A-7
College Station, Brazos County, Texas

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT SURVEY, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A

ORDINANCE NO. _____

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PORTION OF A CALLED 44 ACRES AS DESCRIBED BY A DEED TO LINDA SUE GORZYCKI, DIANE ELAINE GORZYCKI HARBOUR AND DONNA LANELLA GORZYCKI LIVINGSTON, RECORDED IN VOLUME 672, PAGE 404 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS. SAID 44 TRACT BEING CALLED THE SOUTHWESTERLY PORTION OF THE REMAINDER OF A CALLED 146.5 ACRE TRACT AS DESCRIBED BY A DEED TO HARRY GORZYCKI RECORDED IN VOLUME 81, PAGE 186 OF THE DEED RECORDS OF BRAZOS COUNTY, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "F," SAVE AND EXCEPT THOSE TRACTS OF LAND SET OUT IN EXHIBITS "B," "C," "D" AND "E" ATTACHED HERETO; AND SHOWN GRAPHICALLY IN EXHIBIT "G."

EXHIBIT "B"

TRACT A

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

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT SURVEY, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING THE A PORTION OF A CALLED 44 ACRES AS DESCRIBED BY A DEED TO LINDA SUE GORZYCKI, DIANE ELAINE GORZYCKI HARBOUR AND DONNA LANELLA GORZYCKI LIVINGSTON, RECORDED IN VOLUME 672, PAGE 404 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS. SAID 44 ACRE TRACT BEING CALLED THE SOUTHWESTERLY PORTION OF THE REMAINDER OF A CALLED 146.5 ACRE TRACT AS DESCRIBED BY A DEED TO HARRY GORZYCKI RECORDED IN VOLUME 81, PAGE 186 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT A PETRIFIED WOOD ROCK FOUND ON THE NORTHEAST LINE OF A TRACT OF LAND OWNED BY THE TEXAS A&M UNIVERSITY SYSTEM MARKING THE MOST WESTERLY CORNER OF SAID 44 ACRE TRACT AND THE SOUTH CORNER OF A CALLED 4.23 ACRE TRACT AS DESCRIBED BY A DEED TO LINDA PRESTON-SHEPARD RECORDED IN VOLUME 7043, PAGE 287 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 41° 50' 29" E ALONG THE COMMON LINE OF SAID 44 ACRE TRACT AND SAID 4.23 ACRE TRACT FOR A DISTANCE OF 155.94 FEET TO THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 41° 50' 29" E CONTINUING ALONG THE COMMON LINE OF SAID 44 ACRE TRACT AND SAID 4.23 ACRE TRACT FOR A DISTANCE OF 473.43 FEET TO A 5/8 INCH IRON ROD SET ON THE SOUTHERLY LINE OF FM 2818 (VARIABLE WIDTH R.O.W.) MARKING THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: ALONG THE SOUTHERLY LINE OF FM 2818 FOR THE FOLLOWING CALLS:

S 80° 50' 37" E FOR A DISTANCE OF 454.27 FEET TO A 5/8 INCH IRON ROD SET;

N 81° 55' 48" E FOR A DISTANCE OF 260.22 FEET TO A POINT, FOR REFERENCE A CONCRETE RIGHT-OF-WAY MARKER FOUND BEARS: S 45° 51' 04" E FOR A DISTANCE OF 0.26 FEET;

N 83° 38' 42" E FOR A DISTANCE OF 139.82 FEET TO A 5/8 INCH IRON ROD SET, FOR REFERENCE A CONCRETE RIGHT-OF-WAY MARKER FOUND BEARS: S 35° 00' 44" W FOR A DISTANCE OF 0.93 FEET;

S 76° 53' 26" E FOR A DISTANCE OF 83.31 FEET TO A POINT, FOR REFERENCE A CONCRETE RIGHT-OF-WAY MARKER FOUND BEARS: S 76° 53' 26" E FOR A DISTANCE OF 22.64 FEET

THENCE: THROUGH SAID 44 ACRE TRACT FOR THE FOLLOWING CALLS:

S 34° 59' 06" W FOR A DISTANCE OF 42.20 FEET TO A POINT;

S 15° 21' 26" W FOR A DISTANCE OF 63.36 FEET TO A POINT;

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S 74° 28' 59" W FOR A DISTANCE OF 44.78 FEET TO A POINT;
N 62° 17' 35" W FOR A DISTANCE OF 79.88 FEET TO A POINT;
S 74° 56' 19" W FOR A DISTANCE OF 64.55 FEET TO A POINT;
S 50° 55' 12" W FOR A DISTANCE OF 49.41 FEET TO A POINT;
S 20° 56' 48" W FOR A DISTANCE OF 147.53 FEET TO A POINT;
S 00° 57' 19" W FOR A DISTANCE OF 71.89 FEET TO A POINT;
S 19° 02' 03" W FOR A DISTANCE OF 36.75 FEET TO A POINT;
N 66° 39' 17" W FOR A DISTANCE OF 57.44 FEET TO A POINT;
N 42° 00' 04" W FOR A DISTANCE OF 16.12 FEET TO A POINT;
S 77° 50' 04" W FOR A DISTANCE OF 62.54 FEET TO A POINT;
N 59° 02' 55" W FOR A DISTANCE OF 20.97 FEET TO A POINT;
N 83° 25' 17" W FOR A DISTANCE OF 31.37 FEET TO A POINT;
S 85° 22' 01" W FOR A DISTANCE OF 88.99 FEET TO A POINT;
S 67° 17' 44" W FOR A DISTANCE OF 55.87 FEET TO A POINT;
S 41° 04' 08" W FOR A DISTANCE OF 49.26 FEET TO A POINT;
N 77° 12' 07" W FOR A DISTANCE OF 27.04 FEET TO A POINT;
S 83° 39' 46" W FOR A DISTANCE OF 43.42 FEET TO A POINT;
S 59° 56' 37" W FOR A DISTANCE OF 52.63 FEET TO A POINT;
N 21° 48' 40" W FOR A DISTANCE OF 58.07 FEET TO A POINT;
N 65° 06' 22" W FOR A DISTANCE OF 37.00 FEET TO A POINT;
N 09° 28' 30" W FOR A DISTANCE OF 37.14 FEET TO A POINT;
N 69° 33' 35" W FOR A DISTANCE OF 65.49 FEET TO A POINT;
N 77° 05' 55" W FOR A DISTANCE OF 51.22 FEET TO A POINT;
N 90° 00' 00" W FOR A DISTANCE OF 97.77 FEET TO A POINT;
S 80° 32' 32" W FOR A DISTANCE OF 31.63 FEET TO A POINT;

ORDINANCE NO. _____

Page 6

TRACT A

S 47° 37' 00" W FOR A DISTANCE OF 32.39 FEET TO A POINT;

S 02° 36' 14" W FOR A DISTANCE OF 22.89 FEET TO A POINT;

S 60° 32' 10" W FOR A DISTANCE OF 27.48 FEET TO A POINT;

N 81° 52' 26" W FOR A DISTANCE OF 51.48 FEET TO A POINT;

N 70° 46' 12" W FOR A DISTANCE OF 61.13 FEET TO THE **POINT OF BEGINNING** CONTAINING 6.833 ACRES OF LAND AS SURVEYED ON THE GROUND AUGUST, 2006. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/06-621A.MAB



EXHIBIT "C"

TRACT B

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

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT SURVEY, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING THE A PORTION OF A CALLED 44 ACRES AS DESCRIBED BY A DEED TO LINDA SUE GORZYCKI, DIANE ELAINE GORZYCKI HARBOUR AND DONNA LANELLA GORZYCKI LIVINGSTON, RECORDED IN VOLUME 672, PAGE 404 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS. SAID 44 ACRE TRACT BEING CALLED THE SOUTHWESTERLY PORTION OF THE REMAINDER OF A CALLED 146.5 ACRE TRACT AS DESCRIBED BY A DEED TO HARRY GORZYCKI RECORDED IN VOLUME 81, PAGE 186 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A 5/8 INCH IRON ROD SET ON THE SOUTH LINE OF FM 2818 MARKING THE NORTHEAST CORNER OF SAID 44 ACRE TRACT AND THE NORTHWEST CORNER OF THE REMAINDER OF A CALLED 134.041 ACRE TRACT AS DESCRIBED BY A DEED TO TLS PROPERTIES LTD. RECORDED IN VOLUME 3091, PAGE 243 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 41° 44' 04" W ALONG THE COMMON LINE OF SAID 44 ACRE TRACT AND SAID REMAINDER OF 134.041 ACRE TRACT FOR A DISTANCE OF 238.99 FEET TO A POINT;

THENCE: THROUGH SAID 44 ACRE TRACT FOR THE FOLLOWING CALLS:

- N 83° 06' 10" W FOR A DISTANCE OF 30.00 FEET TO A POINT;
- N 90° 00' 00" W FOR A DISTANCE OF 54.06 FEET TO A POINT;
- S 71° 34' 25" W FOR A DISTANCE OF 34.19 FEET TO A POINT;
- S 49° 05' 58" W FOR A DISTANCE OF 35.76 FEET TO A POINT;
- S 64° 08' 41" W FOR A DISTANCE OF 66.08 FEET TO A POINT;
- S 79° 42' 00" W FOR A DISTANCE OF 40.29 FEET TO A POINT;
- S 48° 49' 41" W FOR A DISTANCE OF 38.30 FEET TO A POINT;
- S 71° 34' 25" W FOR A DISTANCE OF 22.79 FEET TO A POINT;
- N 85° 36' 12" W FOR A DISTANCE OF 23.49 FEET TO A POINT;
- N 37° 14' 54" W FOR A DISTANCE OF 56.56 FEET TO A POINT;
- N 80° 13' 20" W FOR A DISTANCE OF 53.03 FEET TO A POINT;
- S 84° 08' 49" W FOR A DISTANCE OF 70.64 FEET TO A POINT;

ORDINANCE NO. _____

Page 8

TRACT B

N 59° 52' 15" W FOR A DISTANCE OF 64.59 FEET TO A POINT;
 S 85° 45' 56" W FOR A DISTANCE OF 48.79 FEET TO A POINT;
 S 63° 26' 46" W FOR A DISTANCE OF 60.43 FEET TO A POINT;
 S 82° 09' 02" W FOR A DISTANCE OF 52.75 FEET TO A POINT;
 N 83° 09' 38" W FOR A DISTANCE OF 45.37 FEET TO A POINT;
 N 38° 40' 25" W FOR A DISTANCE OF 11.53 FEET TO A POINT;
 NORTH FOR A DISTANCE OF 27.02 FEET TO A POINT;
 N 28° 05' 03" W FOR A DISTANCE OF 30.62 FEET TO A POINT;
 N 70° 01' 33" W FOR A DISTANCE OF 42.18 FEET TO A POINT;
 N 90° 00' 00" W FOR A DISTANCE OF 45.42 FEET TO A POINT ON THE SOUTH LINE OF FM 2818
 MARKING THE WEST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 62° 01' 05" E ALONG THE SOUTH LINE OF FM 2818 FOR A DISTANCE OF 116.75 FEET TO A 5/8 INCH IRON ROD SET MARKING AN ANGLE POINT IN SAID LINE, FOR REFERENCE A CONCRETE RIGHT-OF-WAY MARKER FOUND BEARS: S 09° 55' 05" E FOR A DISTANCE OF 0.82 FEET;

THENCE: N 83° 49' 10" E CONTINUING ALONG THE SOUTH LINE OF FM 2818 FOR A DISTANCE OF 896.82 FEET TO THE **POINT OF BEGINNING** CONTAINING 3.125 ACRES OF LAND AS SURVEYED ON THE GROUND AUGUST, 2006. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
 REGISTERED PROFESSIONAL
 LAND SURVEYOR No. 4502

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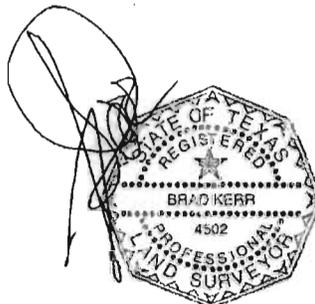


EXHIBIT "D"

TRACT C

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

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT SURVEY, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING THE A PORTION OF A CALLED 44 ACRES AS DESCRIBED BY A DEED TO LINDA SUE GORZYCKI, DIANE ELAINE GORZYCKI HARBOUR AND DONNA LANELLA GORZYCKI LIVINGSTON, RECORDED IN VOLUME 672, PAGE 404 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS. SAID 44 ACRE TRACT BEING CALLED THE SOUTHWESTERLY PORTION OF THE REMAINDER OF A CALLED 146.5 ACRE TRACT AS DESCRIBED BY A DEED TO HARRY GORZYCKI RECORDED IN VOLUME 81, PAGE 186 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT THE REMAINS OF AN OLD FENCE POST FOUND ON THE NORTHEAST LINE OF A CALLED TRACT OF LAND BELONGING TO THE TEXAS A&M UNIVERSITY SYSTEM MARKING THE SOUTH CORNER OF SAID 44 ACRE TRACT AND THE WEST CORNER OF THE REMAINDER OF A CALLED 134.041 ACRE TRACT AS DESCRIBED BY A DEED TO TLS PROPERTIES, LTD. RECORDED IN VOLUME 3091, PAGE 243 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, FOR REFERENCE A PETRIFIED WOOD ROCK FOUND MARKING THE WEST CORNER OF SAID 44 ACRE TRACT BEARS: N48° 24' 12" W FOR A DISTANCE OF 1462.20 FEET;

THENCE: N 41° 44' 04" E ALONG THE COMMON LINE OF SAID 44 ACRE TRACT AND SAID REMAINDER OF 134.041 ACRE TRACT FOR A DISTANCE OF 350.99 FEET TO THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

THENCE: THROUGH SAID 44 ACRE TRACT FOR THE FOLLOWING CALLS:

- N 59° 25' 59" W FOR A DISTANCE OF 17.24 FEET TO A POINT;
- N 86° 38' 07" W FOR A DISTANCE OF 28.95 FEET TO A POINT;
- N 56° 59' 20" W FOR A DISTANCE OF 40.55 FEET TO A POINT;
- N 19° 11' 16" W FOR A DISTANCE OF 41.38 FEET TO A POINT;
- N 39° 06' 28" W FOR A DISTANCE OF 35.04 FEET TO A POINT;
- N 20° 51' 50" W FOR A DISTANCE OF 38.19 FEET TO A POINT;
- N 08° 32' 06" W FOR A DISTANCE OF 34.36 FEET TO A POINT;
- N 55° 19' 05" W FOR A DISTANCE OF 80.63 FEET TO A POINT;
- N 36° 28' 58" W FOR A DISTANCE OF 48.61 FEET TO A POINT;
- N 08° 08' 03" W FOR A DISTANCE OF 60.08 FEET TO A POINT;

ORDINANCE NO. _____

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TRACT C

N 65° 42' 22" W FOR A DISTANCE OF 57.82 FEET TO A POINT;
N 16° 59' 55" W FOR A DISTANCE OF 63.97 FEET TO A POINT;
N 30° 16' 07" W FOR A DISTANCE OF 47.22 FEET TO A POINT;
N 01° 32' 56" W FOR A DISTANCE OF 62.89 FEET TO A POINT;
N 27° 39' 27" W FOR A DISTANCE OF 40.29 FEET TO A POINT;
S 81° 44' 40" E FOR A DISTANCE OF 106.50 FEET TO A POINT;
N 84° 53' 13" E FOR A DISTANCE OF 60.26 FEET TO A POINT;
N 49° 54' 47" E FOR A DISTANCE OF 44.75 FEET TO A POINT;
N 09° 41' 36" E FOR A DISTANCE OF 149.82 FEET TO A POINT;
N 12° 32' 05" W FOR A DISTANCE OF 33.21 FEET TO A POINT;
N 27° 25' 09" W FOR A DISTANCE OF 54.78 FEET TO A POINT;
N 05° 42' 48" W FOR A DISTANCE OF 36.20 FEET TO A POINT;
N 18° 26' 36" E FOR A DISTANCE OF 62.65 FEET TO A POINT;
S 87° 08' 20" E FOR A DISTANCE OF 144.33 FEET TO A POINT;
N 87° 16' 30" E FOR A DISTANCE OF 37.88 FEET TO A POINT;
S 69° 27' 12" E FOR A DISTANCE OF 123.16 FEET TO A POINT;
S 90° 00' 00" E FOR A DISTANCE OF 18.02 FEET TO A POINT;
N 38° 00' 45" E FOR A DISTANCE OF 73.15 FEET TO A POINT;
N 14° 02' 34" E FOR A DISTANCE OF 59.41 FEET TO A POINT;
N 40° 06' 53" E FOR A DISTANCE OF 44.75 FEET TO A POINT;
S 85° 20' 08" E FOR A DISTANCE OF 88.59 FEET TO A POINT;
N 86° 25' 32" E FOR A DISTANCE OF 86.66 FEET TO A POINT;
S 50° 43' 28" E FOR A DISTANCE OF 51.21 FEET TO A POINT;
S 87° 03' 57" E FOR A DISTANCE OF 70.37 FEET TO A POINT;
S 05° 26' 35" E FOR A DISTANCE OF 37.99 FEET TO A POINT;
S 32° 01' 05" W FOR A DISTANCE OF 16.99 FEET TO A POINT;

ORDINANCE NO. _____

TRACT C

SOUTH FOR A DISTANCE OF 27.02 FEET TO A POINT;
S 18° 26' 36" W FOR A DISTANCE OF 34.17 FEET TO A POINT;
S 18° 26' 36" E FOR A DISTANCE OF 39.87 FEET TO A POINT;
S 40° 06' 53" E FOR A DISTANCE OF 89.49 FEET TO A POINT;
S 04° 32' 14" W FOR A DISTANCE OF 58.60 FEET TO A POINT ON THE COMMON LINE OF SAID 44
ACRE TRACT AND SAID REMAINDER OF 134.041 ACRE TRACT;

THENCE: S 41° 44' 04" W ALONG THE COMMON LINE OF SAID 44 ACRE TRACT AND SAID REMAINDER OF
134.041 ACRE TRACT FOR A DISTANCE OF 893.80 FEET TO THE **POINT OF BEGINNING** CONTAINING
11.604 ACRES OF LAND AS SURVEYED ON THE GROUND AUGUST, 2006. BEARING SYSTEM SHOWN
HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/06-621C.MAB



EXHIBIT "E"

TRACT D

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

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT SURVEY, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING THE A PORTION OF A CALLED 44 ACRES AS DESCRIBED BY A DEED TO LINDA SUE GORZYCKI, DIANE ELAINE GORZYCKI HARBOUR AND DONNA LANELLA GORZYCKI LIVINGSTON, RECORDED IN VOLUME 672, PAGE 404 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS. SAID 44 ACRE TRACT BEING CALLED THE SOUTHWESTERLY PORTION OF THE REMAINDER OF A CALLED 146.5 ACRE TRACT AS DESCRIBED BY A DEED TO HARRY GORZYCKI RECORDED IN VOLUME 81, PAGE 186 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT A PETRIFIED WOOD ROCK FOUND ON THE NORTHEAST LINE OF A TRACT OF LAND OWNED BY THE TEXAS A&M UNIVERSITY SYSTEM MARKING THE MOST WESTERLY CORNER OF SAID 44 ACRE TRACT AND THE SOUTH CORNER OF A CALLED 4.23 ACRE TRACT AS DESCRIBED BY A DEED TO LINDA PRESTON-SHEPARD RECORDED IN VOLUME 7043, PAGE 287 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 48° 24' 12" E ALONG THE COMMON LINE OF SAID 44 ACRE TRACT AND SAID A&M TRACT FOR A DISTANCE OF 48.39 FEET TO THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

THENCE: THROUGH SAID 44 ACRE TRACT FOR THE FOLLOWING CALLS:

- N 79° 08' 28" E FOR A DISTANCE OF 44.38 FEET TO A POINT;
- S 15° 57' 10" E FOR A DISTANCE OF 12.37 FEET TO A POINT;
- S 86° 43' 52" E FOR A DISTANCE OF 59.60 FEET TO A POINT;
- S 70° 21' 18" E FOR A DISTANCE OF 75.81 FEET TO A POINT;
- S 82° 14' 19" E FOR A DISTANCE OF 75.49 FEET TO A POINT;
- N 90° 00' 00" E FOR A DISTANCE OF 88.40 FEET TO A POINT;
- S 32° 44' 53" E FOR A DISTANCE OF 28.28 FEET TO A POINT;
- S 16° 42' 25" W FOR A DISTANCE OF 35.48 FEET TO A POINT;
- S 19° 39' 46" E FOR A DISTANCE OF 75.78 FEET TO A POINT;

ORDINANCE NO. _____

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TRACT D

S 45° 59' 06" E FOR A DISTANCE OF 70.92 FEET TO A POINT;
 S 59° 45' 21" E FOR A DISTANCE OF 70.84 FEET TO A POINT;
 N 89° 21' 24" E FOR A DISTANCE OF 151.31 FEET TO A POINT;
 N 33° 29' 21" E FOR A DISTANCE OF 126.32 FEET TO A POINT;
 N 90° 00' 00" E FOR A DISTANCE OF 13.60 FEET TO A POINT;
 S 27° 33' 52" E FOR A DISTANCE OF 44.09 FEET TO A POINT;
 S 04° 45' 58" E FOR A DISTANCE OF 20.46 FEET TO A POINT;
 S 36° 23' 52" E FOR A DISTANCE OF 40.11 FEET TO A POINT;
 S 10° 37' 29" E FOR A DISTANCE OF 55.32 FEET TO A POINT;
 S 30° 07' 34" E FOR A DISTANCE OF 98.23 FEET TO A POINT;
 S 48° 01' 37" E FOR A DISTANCE OF 45.73 FEET TO A POINT;
 S 68° 12' 30" E FOR A DISTANCE OF 36.62 FEET TO A POINT;
 S 32° 55' 05" E FOR A DISTANCE OF 68.82 FEET TO A POINT;
 S 50° 39' 43" E FOR A DISTANCE OF 109.90 FEET TO A POINT;
 S 22° 56' 32" E FOR A DISTANCE OF 47.97 FEET TO A POINT;
 S 04° 11' 59" W FOR A DISTANCE OF 185.71 FEET TO A POINT;
 S 68° 12' 30" E FOR A DISTANCE OF 45.77 FEET TO A POINT;
 N 69° 27' 12" E FOR A DISTANCE OF 29.05 FEET TO A POINT;
 N 25° 28' 27" E FOR A DISTANCE OF 39.53 FEET TO A POINT;
 S 80° 08' 20" E FOR A DISTANCE OF 39.69 FEET TO A POINT;

S 66° 23' 40" E FOR A DISTANCE OF 56.31 FEET TO A POINT ON THE COMMON LINE OF SAID 44 ACRE TRACT AND THE REMAINDER OF A CALLED 134.041 ACRE TRACT AS DESCRIBED BY A DEED TO TLS PROPERTIES, LTD. RECORDED IN VOLUME 3091, PAGE 243 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 41° 44' 04" W ALONG THE COMMON LINE OF SAID 44 ACRE TRACT AND SAID

ORDINANCE NO. _____

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TRACT D
REMAINDER OF 134.041 ACRE TRACT FOR A DISTANCE OF 209.56 FEET TO THE REMAINS OF AN OLD FENCE POST FOUND ON THE NORTHEAST LINE OF SAID A&M PROPERTY MARKING THE COMMON CORNER OF SAID 44 ACRE TRACT AND SAID REMAINDER OF 134.041 ACRE TRACT, FOR REFERENCE A CONCRETE MONUMENT FOUND BEARS: S 48° 24' 12" E FOR A DISTANCE OF 496.23 FEET;

THENCE: N 48° 24' 12" W ALONG THE COMMON LINE OF SAID 44 ACRE TRACT AND SAID A&M PROPERTY FOR A DISTANCE OF 1413.81 FEET TO THE **POINT OF BEGINNING** CONTAINING 6.175 ACRES OF LAND AS SURVEYED ON THE GROUND AUGUST, 2006. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/06-621D.MAB



EXHIBIT
"F"

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

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE CRAWFORD BURNETT SURVEY, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING THE SAME TRACT OF LAND CALLED 44 ACRES AS DESCRIBED BY A DEED TO LINDA SUE GORZYCKI, DIANE ELAINE GORZYCKI HARBOUR AND DONNA LANELLA GORZYCKI LIVINGSTON, RECORDED IN VOLUME 672, PAGE 404 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS. SAID 44 ACRE TRACT BEING CALLED THE SOUTHWESTERLY PORTION OF THE REMAINDER OF A CALLED 146.5 ACRE TRACT AS DESCRIBED BY A DEED TO HARRY GORZYCKI RECORDED IN VOLUME 81, PAGE 186 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A PETRIFIED WOOD ROCK FOUND ON THE NORTHEAST LINE OF A TRACT OF LAND OWNED BY THE TEXAS A&M UNIVERSITY SYSTEM MARKING THE MOST WESTERLY CORNER OF SAID 44 ACRE TRACT AND THE SOUTH CORNER OF A CALLED 4.23 ACRE TRACT AS DESCRIBED BY A DEED TO LINDA PRESTON-SHEPARD RECORDED IN VOLUME 7043, PAGE 287 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 41° 50' 29" E ALONG THE COMMON LINE OF SAID 44 ACRE TRACT AND SAID 4.23 ACRE TRACT FOR A DISTANCE OF 629.37 FEET TO A 5/8 INCH IRON ROD SET ON THE SOUTHERLY LINE OF FM 2818 (VARIABLE WIDTH R.O.W.) MARKING THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: ALONG THE SOUTHERLY LINE OF FM 2818 FOR THE FOLLOWING CALLS:

S 80° 50' 37" E FOR A DISTANCE OF 454.27 FEET TO A 5/8 INCH IRON ROD SET;

N 81° 55' 48" E FOR A DISTANCE OF 260.22 FEET TO A POINT, FOR REFERENCE A CONCRETE RIGHT-OF-WAY MARKER FOUND BEARS: S 45° 51' 04" E FOR A DISTANCE OF 0.26 FEET;

N 83° 38' 42" E FOR A DISTANCE OF 139.82 FEET TO A 5/8 INCH IRON ROD SET, FOR REFERENCE A CONCRETE RIGHT-OF-WAY MARKER FOUND BEARS: S 35° 00' 44" W FOR A DISTANCE OF 0.93 FEET;

S 76° 53' 26" E FOR A DISTANCE OF 105.95 FEET TO A CONCRETE RIGHT-OF-WAY MARKER FOUND;

N 83° 49' 10" E FOR A DISTANCE OF 100.00 FEET TO A 5/8 INCH IRON ROD SET, FOR REFERENCE A CONCRETE RIGHT-OF-WAY MARKER FOUND BEARS: N 85° 05' 33" W FOR A DISTANCE OF 5.71 FEET;

N 62° 01' 05" E FOR A DISTANCE OF 160.91 FEET TO A 5/8 INCH IRON ROD SET, FOR REFERENCE A CONCRETE RIGHT-OF-WAY MARKER FOUND BEARS: S 09° 55' 05" E FOR A DISTANCE OF 0.82 FEET;

N 83° 49' 10" E FOR A DISTANCE OF 896.82 FEET TO A 5/8 INCH IRON ROD SET MARKING THE NORTHWEST CORNER OF THE REMAINDER OF A CALLED 134.041 ACRE TRACT AS DESCRIBED BY A DEED TO TLS PROPERTIES, LTD., RECORDED IN VOLUME 3091, PAGE 243 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, FOR REFERENCE A 6 INCH CEDAR FENCE

ORDINANCE NO. _____

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CORNER POST FOUND BEARS: S 13° 22' 18" E FOR A DISTANCE OF 1.79 FEET;

THENCE: S 41° 44' 04" W ALONG THE COMMON LINE OF SAID 44 ACRE TRACT AND SAID REMAINDER OF 134.041 ACRE TRACT FOR A DISTANCE OF 2114.75 FEET TO A OLD FENCE POST FOUND ON THE NORTHEAST LINE OF SAID TEXAS A&M UNIVERSITY TRACT MARKING THE COMMON CORNER OF SAID 44 ACRE TRACT AND SAID REMAINDER OF 134.041 ACRE TRACT, FOR REFERENCE A TEXAS A&M UNIVERSITY CONCRETE MONUMENT FOUND BEARS: S 48° 24' 12" E FOR A DISTANCE OF 496.23 FEET;

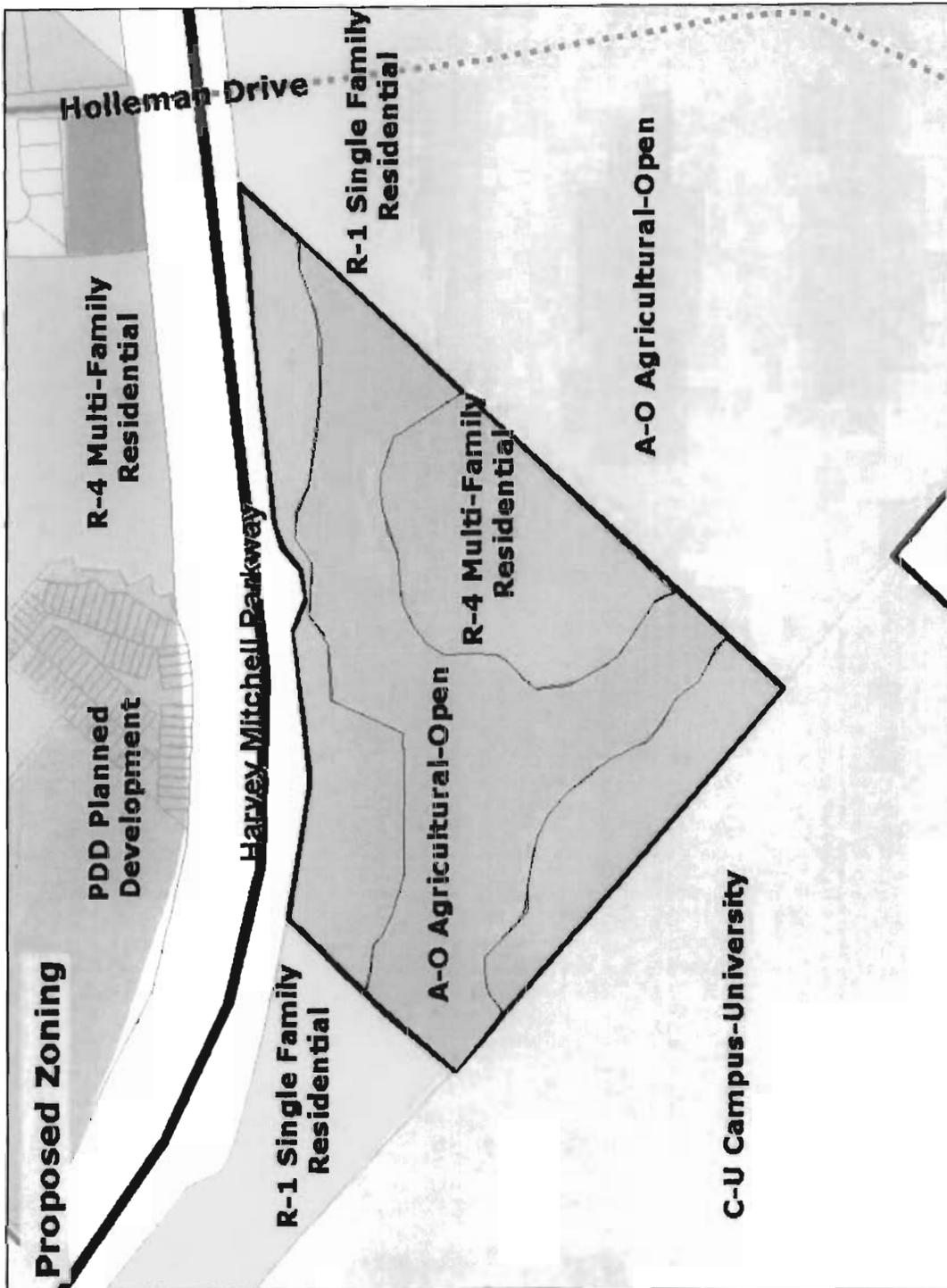
THENCE: N 48° 24' 12" W ALONG THE COMMON LINE OF SAID 44 ACRE TRACT AND SAID TEXAS A&M UNIVERSITY TRACT, SAME BEING CALLED THE COMMON LINE OF THE CRAWFORD BURNETT SURVEY, A-7, AND THE S. M. McGOWN SURVEY, ABSTRACT NO. 156, FOR A DISTANCE OF 1462.20 FEET TO THE **POINT OF BEGINNING** CONTAINING 43.633 ACRES OF LAND AS SURVEYED ON THE GROUND AUGUST, 2006. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

D:/WORK/MAB/06-564.MAB



EXHIBIT "G"



**November 20, 2006
Regular Agenda
Special Provisions for Floodways Ordinance**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Pubic Works

Agenda Caption: Public hearing, presentation, possible action and discussion of an ordinance amending City of College Station Code of Ordinances Chapter 13: Flood Hazard Protection, Section 5G: Special Provisions for Floodways.

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

Summary: This ordinance proposes to amend City of College Station Code of Ordinances Chapter 13: Flood Hazard Protection, Section 5G: Special Provisions for Floodways by adding the entirety of language in (2)d.

All encroachments into the floodway currently require a variance in accordance with Section 6: Variances of Chapter 13: Flood Hazard Protection. This requirement is more stringent than the FEMA rules. The amendment is consistent with the FEMA rules. This amendment would provide an exemption for proposed public street and public utility improvements to encroach into the floodway without a variance. The exemption applies to public streets and utilities proposed by the City and private developers. All encroachments, including street and public utility improvements, would continue to be required to provide a complete engineering report fully demonstrating that the encroachments would not result in any increase in water surface elevation. There is no cost associated with this ordinance amendment.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 13, "FLOOD HAZARD PROTECTION," SECTION 5, "SPECIAL PROVISIONS" 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 13, "Flood Hazard Protection," Section 5, "Special Provisions", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than 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 _____ day of _____, 2006.

APPROVED:

RON SILVIA, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:



City Attorney

EXHIBIT “A”

That Chapter 13, “Flood Hazard Protection,” Section 5 “Special Provisions” Subsection G, “Special Provisions for Floodways,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended by adding (d) to paragraph (2) to read as follows:

- (d) Proposed street and public utility encroachments shall be exempt from the requirement of a variance provided that the proposal is accompanied by a complete engineering report fully demonstrating that the encroachments shall not result in any increase in water surface elevation or flood hazard upstream, within, or downstream of the encroachment location. The engineering report shall conform to the requirements of the Drainage Policy and Design Standards and shall bear the dated seal and signature of a registered professional engineer;

November 20, 2006
Regular Agenda Item
Senior and Disabled Tax Ceiling

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, possible action and discussion on the tax ceiling for seniors and the disabled.

Recommendation(s): Staff recommends Council provide direction on the tax ceiling for seniors and the disabled.

Summary: In 2003, a change to the State of Texas Tax Code was enacted that allows a ceiling to be placed on the property taxes paid by senior and disabled citizens. The code was amended with three methods by which the senior and disabled tax ceiling can be enacted

1. The governing body of the taxing unit can vote to enact the tax ceiling.
2. The governing body of the taxing unit can vote to place the tax ceiling issue on the ballot of an upcoming uniform election.
3. Citizens within the taxing unit can file a petition signed by 5% of the registered voters in the jurisdiction and have the tax ceiling issue placed on the ballot of an upcoming election.

If Council chooses to set 2006 as the base year for calculating the tax ceiling, an item can be placed on the December 14, 2006 agenda to enact the senior and disabled tax ceiling.

Staff can prepare a resolution, on which Council must vote, to include the senior and disabled tax ceiling issue on the ballot of an upcoming uniform election. The next uniform election is May 12, 2007.

A citizen petition to include the senior and disabled tax ceiling issue on an upcoming uniform election could be received. To include the tax ceiling issue on the May 12, 2007 ballot, the petition must be received and verified by the City Secretary no later than February 15, 2007. If these criteria are not met, the next uniform election on which the senior and disabled tax ceiling could be voted would be November 6, 2007.

Budget & Financial Summary: Staff has completed a ten year estimate on the impact of enacting a tax ceiling for seniors and the disabled. The revenues that would be lost to the tax ceiling over a ten year period are estimated to be \$3.2 million (\$1.4 million for Operations and Maintenance and \$1.8 million for Debt Service). The cumulative average amount lost to the tax ceiling each year would be \$317,000 (\$138,000 for Operations and Maintenance and \$179,000 for Debt Service). These estimates assume that there are no major changes in the number of citizens who currently claim a senior or disabled exemption. If the senior and disabled tax ceiling were enacted and an individuals tax bill was \$500; the taxes paid on the home would not exceed the \$500 unless substantial improvements were made to the property regardless of how much the property may increase in value.

Attachments:

Senior Tax Ceiling Information

Ten Year forecast of Ad Valorem Revenues

Senior Tax Ceiling Information

House Bill 136 allows the City to put a ceiling on the tax bill of the primary residence of elderly and disabled persons. The law provides that property taxes will not go up for that residence once a homeowner is registered as over 65 years of age or as disabled. Property improvements, other than general maintenance, can increase the amount of the tax bill.

Enacting a property tax ceiling for the seniors and the disabled

1. The tax ceiling can be enacted by ordinance, without a petition or special election.
2. Voters can petition for an election to adopt the tax ceiling with the signatures of five percent of the registered voters in the City.

The tax ceiling is at the option of City Council, except if an election is required by a voter petition (TEX. CONST. art. VIII, § 1-b (h)).

Special Notes:

- Once the property tax ceiling is adopted it cannot be revoked.
- Governor Rick Perry issued an Executive Order RP60 on August 21, 2006 to establish a Texas Task Force on Appraisal Reform to review property appraisal caps. The Task Force will submit a full report and recommendations to the governor prior to convening of the 80th Texas Legislature on January 9, 2007. Implementation of property appraisal cap legislation by the 80th Texas Legislature could impact the ability of local governments to generate revenues to fund public services.

When a senior tax ceiling would go in effect if adopted by Council

The calendar year in which the property tax ceiling is adopted by the City becomes the “base” year. The total tax bill of an eligible homeowner cannot increase beyond the amount they paid in the base year after the ceiling is adopted, except for the two conditions listed below:

1. There are improvements to the property beyond normal maintenance and upkeep, said improvements will be subject to subsequent tax increases; or
2. The property erroneously received an exemption to which it was not entitled in a prior year.

The benefit of the tax ceiling for eligible homeowners does not accrue until the tax year after the calendar year in which the ceiling is enacted (i.e. if adopted in 2006, the baseline (ceiling), will be the 2006 tax levy, which will be assessed in 2007 and future years.)

Existing homestead exemption and the tax ceiling

The City of College Station currently has a \$30,000 homestead exemptions for senior citizens. If the city adopted a tax ceiling, the amount of taxes paid on the homestead, reduced by the homestead exemption amount, would remain the baseline amount even if the optional homestead exemption were cancelled or reduced in the future.

Transferability/Portability

Transferability by Jurisdiction (transfer from city to city): the tax ceiling is not transferable from city to city.

Transferability to Surviving Spouse: the tax ceiling is transferable to a surviving spouse who is disabled or at least 55 years of age.

Portability (transfer from home to home): the tax ceiling transfers to a new home purchased within the same jurisdiction, but the taxes owed would increase if the value of the new homestead is greater than the old homestead. The new taxable value would increase based on a ratio between the relative value of the old and new homesteads. Id. at 11.261g. (See exhibit#1 for example)

Current Optional Exemptions for City Residents:

The following exemptions are set for the disabled and individuals over 65 years of age:

- \$75,000 exemption from Brazos County, as well as a tax ceiling
- \$30,000 exemption from CSISD
- \$30,000 exemption from City of College Station

Options for Council to Consider:

Option 1: Continue with the city's \$30,000 senior and disabled exemption without implementing the senior and disabled tax ceiling.

Option 2: Adopt the tax ceiling for a specific year (current year or next year) recognizing the revenue loss will increase with each additional year.

Option 3: Adopt a resolution to put on the next scheduled uniform election ballot (May 12 or November 6).

Option 4: Wait for petition and put on the next scheduled uniform election ballot.

Exhibit 1

Portability Example

For city property tax purposes, persons who qualify for an over 65 exemption or a disabled person exemption on their homestead currently establish a “ceiling” on their tax amount when they apply and qualify for the exemption. The current City of College Station exemption for citizens over 65 is \$30,000 per homestead.

	Tax Ceiling Year	Final Year at Homestead
Homestead Value	\$160,000	\$173,000
Over/65 Exemption	<u>-\$ 30,000</u>	<u>-\$ 30,000</u>
Taxable Value	\$ 130,000	\$143,000

Tax Ceiling amount $.4394/\$100$ valuation = $\$1,300 * .4394 = \571 (tax ceiling amount)

Tax amount without enacting a tax ceiling = $\$1,430 * .4394 = \628 tax amount

As long as the homeowner continues to qualify for the exemption, their tax bill amount will not exceed \$571. The appraised value of the home can increase, and the tax rate can increase, but the actual tax bill paid will not exceed \$571 (unless substantial homestead improvements are made).

Transferring the homeowner’s tax ceiling to a different home gives the same tax benefit to the homeowner, but not the same tax ceiling. A tax ceiling on a new home would be calculated to give the homeowner the same percentage of taxes paid as the original home’s tax ceiling.

For example, a qualified homeowner had a city tax ceiling of \$571, but would pay \$628 without a city tax ceiling on the homestead. The percentage paid by the homeowner was 91% (\$571 divided by \$628, times 100). If the homeowner moved to a new home in that city, the owner will pay 91% of the city tax bill on the new home. If the new home’s city taxes were \$1,000, then the owner would have a tax ceiling of \$910 (\$1,000 times 91%).

252,688,454	Senior Taxable Value
3,802,482,092	All Other Taxable Value
4,055,170,546	Taxable value (all property)

	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17
General Fund O&M Rate	0.1910	0.1910	0.1910	0.1910	0.1910	0.1910	0.1910	0.1910	0.1910	0.1910	0.1910
Debt Service Rate	0.2484	0.2484	0.2484	0.2484	0.2484	0.2484	0.2484	0.2484	0.2484	0.2484	0.2484
Total Rate	0.4394	0.4394	0.4394	0.4394	0.4394	0.4394	0.4394	0.4394	0.4394	0.4394	0.4394

Ad Valorem Collections with Senior Ceiling

	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17
Growth Factor		6%	5%	5%	4%	4%	4%	4%	3%	3%	3%
Senior Value	252,688,454	267,849,761	281,242,249	295,304,362	307,116,536	319,401,198	332,177,246	345,464,335	355,828,265	366,503,113	377,498,207
All Other	3,802,482,092	4,030,631,018	4,232,162,568	4,443,770,697	4,621,521,525	4,806,382,386	4,998,637,681	5,198,583,188	5,354,540,684	5,515,176,905	5,680,632,212
Total Taxable Value	3,802,482,092	4,030,631,018	4,232,162,568	4,443,770,697	4,621,521,525	4,806,382,386	4,998,637,681	5,198,583,188	5,354,540,684	5,515,176,905	5,680,632,212
<i>Senior Taxes</i>											
O&M Taxes	482,635	482,635	482,635	482,635	482,635	482,635	482,635	482,635	482,635	482,635	482,635
Debt Service	627,678	627,678	627,678	627,678	627,678	627,678	627,678	627,678	627,678	627,678	627,678
Senior Taxes	1,110,313	1,110,313	1,110,313	1,110,313	1,110,313	1,110,313	1,110,313	1,110,313	1,110,313	1,110,313	1,110,313
<i>All Other</i>											
O&M Taxes	7,262,741	7,698,505	8,083,431	8,487,602	8,827,106	9,180,190	9,547,398	9,929,294	10,227,173	10,533,988	10,850,008
Debt Service	9,445,366	10,012,087	10,512,692	11,038,326	11,479,859	11,939,054	12,416,616	12,913,281	13,300,679	13,699,699	14,110,690
All Other	16,708,106	17,710,593	18,596,122	19,525,928	20,306,966	21,119,244	21,964,014	22,842,575	23,527,852	24,233,687	24,960,698
Total Taxes (senior ceiling enacted)	\$ 17,818,419	\$ 18,820,906	\$ 19,706,435	\$ 20,636,242	\$ 21,417,279	\$ 22,229,557	\$ 23,074,327	\$ 23,952,888	\$ 24,638,165	\$ 25,344,000	\$ 26,071,011

Ad Valorem Collections with No Senior Ceiling

	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17
Growth Factor		6%	5%	5%	4%	4%	4%	4%	3%	3%	3%
Senior Value	252,688,454	267,849,761	281,242,249	295,304,362	307,116,536	319,401,198	332,177,246	345,464,335	355,828,265	366,503,113	377,498,207
All Other	3,802,482,092	4,030,631,018	4,232,162,568	4,443,770,697	4,621,521,525	4,806,382,386	4,998,637,681	5,198,583,188	5,354,540,684	5,515,176,905	5,680,632,212
Total Taxable Value	3,802,482,092	4,030,631,018	4,232,162,568	4,443,770,697	4,621,521,525	4,806,382,386	4,998,637,681	5,198,583,188	5,354,540,684	5,515,176,905	5,680,632,212
<i>Senior Taxes</i>											
O&M Taxes	482,635	511,593	537,173	564,031	586,593	610,056	634,459	659,837	679,632	700,021	721,022
Debt Service	627,678	665,339	698,606	733,536	762,877	793,393	825,128	858,133	883,877	910,394	937,706
Senior Taxes	1,110,313	1,176,932	1,235,778	1,297,567	1,349,470	1,403,449	1,459,587	1,517,970	1,563,509	1,610,415	1,658,727
<i>All Other</i>											
O&M Taxes	7,262,741	7,698,505	8,083,431	8,487,602	8,827,106	9,180,190	9,547,398	9,929,294	10,227,173	10,533,988	10,850,008
Debt Service	9,445,366	10,012,087	10,512,692	11,038,326	11,479,859	11,939,054	12,416,616	12,913,281	13,300,679	13,699,699	14,110,690
All Other	16,708,106	17,710,593	18,596,122	19,525,928	20,306,966	21,119,244	21,964,014	22,842,575	23,527,852	24,233,687	24,960,698
Total Taxes (no senior ceiling)	\$ 17,818,419	\$ 18,887,525	\$ 19,831,901	\$ 20,823,496	\$ 21,656,436	\$ 22,522,693	\$ 23,423,601	\$ 24,360,545	\$ 25,091,361	\$ 25,844,102	\$ 26,619,425

Financial Impact	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	Average Amt Lost per Year	Total Amt Lost Over 10 years
Estimated O&M Lost to Exemption	-	(28,958)	(54,538)	(81,396)	(103,958)	(127,421)	(151,824)	(177,202)	(196,997)	(217,386)	(238,387)	(137,807)	(1,378,066)
Estimated Debt Service Lost to Exemption	-	(37,661)	(70,928)	(105,858)	(135,199)	(165,714)	(197,450)	(230,455)	(256,199)	(282,716)	(310,027)	(179,221)	(1,792,208)
Total Estimated Loss to Exemption	\$ -	\$ (66,619)	\$ (125,466)	\$ (187,254)	\$ (239,157)	\$ (293,136)	\$ (349,274)	\$ (407,657)	\$ (453,196)	\$ (500,102)	\$ (548,414)	\$ (317,027)	\$ (3,487,302)

Fiscal Year	General Fund	Debt Service	Total	% Change
FY08	\$ (28,958)	\$ (37,661)	\$ (66,619)	
FY09	(54,538)	(70,928)	(125,465)	88%
FY10	(81,396)	(105,858)	(187,254)	49%
FY11	(103,958)	(135,199)	(239,157)	28%
FY12	(127,421)	(165,714)	(293,136)	23%
FY13	(151,824)	(197,450)	(349,274)	19%
FY14	(177,202)	(230,455)	(407,657)	17%
FY15	(196,997)	(256,199)	(453,196)	11%
FY16	(217,386)	(282,716)	(500,102)	10%
FY17	(238,387)	(310,027)	(548,414)	10%
	\$ (1,378,066)	\$ (1,792,208)	\$ (3,170,274)	