



Mayor
Ben White
Mayor Pro Tem
Ron Gay
City Manager
Glenn Brown

Councilmembers
John Crompton
James Massey
Lynn McIlhaney
Chris Scotti
David Ruesink

Agenda
College Station City Council
Regular Meeting
Thursday, February 14, 2008 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

1. Pledge of Allegiance, Invocation, Consider absence request
Presentation of Historic Home Marker #79 Loupot/Isenhart Home at 1201 Walton Drive

Hear Visitors: A citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 6:30 pm. Please limit remarks to three minutes. A timer alarm will sound after 2 1/2 minutes to signal thirty seconds remaining to conclude your remarks. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager.

ON BEHALF OF THE CITIZENS OF COLLEGE STATION, HOME OF TEXAS A&M UNIVERSITY, WE WILL CONTINUE TO PROMOTE AND ADVANCE THE COMMUNITY'S QUALITY OF LIFE.

Consent Agenda

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

2. Presentation, possible action and discussion of consent agenda items which consists of ministerial or "housekeeping" items required by law. Items may be removed from the consent agenda by majority vote of the Council.
 - a. Presentation, possible action, and discussion of minutes for January 24, 2008 and January 29, 2008.
 - b. Presentation, possible action, and discussion regarding rejection of bid proposals received from Bid Number 07-101 and Bid Number 08-02 for construction of a scale house addition at the Rock Prairie Road Landfill.

- c. Presentation, possible action and discussion of the assessment of fees for certain services provided by the Fire Department.
- d. Presentation, possible action and discussion regarding a proposed First Amendment to the Development Agreement with Lonestar – College Station Golf Academy, Ltd.
- e. Presentation, possible action, and discussion regarding a development agreement to improve access to the Central Station shopping center and to generally improve traffic flow in the immediate area.
- f. Presentation, possible action, and discussion on an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) in a total amount of \$223,268 to improve access to the Central Station shopping center and to improve general traffic flow in the immediate area.
- g. Presentation, discussion and possible action on a resolution approving a modification and extension of the Note for the loan of HOME Investment Partnership (HOME) Program funds for the Santour Court Housing Tax Credit development; and authorization for the Mayor to sign the resolution.
- h. Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," Section 2(N) of the Code of Ordinances of the City of College Station to prohibit u-turns for northbound traffic on Texas Avenue at the intersection of Harvey Road.
- i. Presentation possible action and discussion of a resolution authorizing the Mayor to execute an Advance Funding Agreement (AFA) with THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) to provide funds for the acquisition of property for the widening of FM 60.
- j. Presentation, discussion and possible action, regarding a Semi-Annual Report for Impact Fee 03-02 known as Steeplechase Sewer Impact Fee.
- k. Presentation, discussion and possible action, regarding a Resolution setting a public hearing to update Impact Fees 92-01, 97-01, 97-02B, and 99-01.
- l. Presentation, possible action, and discussion of a resolution of the City Council of the City of College Station, Texas, amending Resolution No. 4-25-96-3-B describing the use of funds that are in the endowment fund created for the College Station Cemetery, and providing an effective date.
- m. Presentation, possible action, and discussion of a Resolution of the City Council of College Station, Texas, establishing an Endowment Fund for the Memorial Cemetery of College Station.
- n. Presentation, possible action, and discussion of revisions to Code of Ordinances, Chapter 1, "General Provisions", Section 29, "College Station Cemetery Rules and Regulations.
- o. Presentation, possible action, and discussion of an ordinance approving a Licensing Agreement with Texas A&M University regarding the use of trademarked items and indicia for use with the Aggie Field of Honor.

p. Presentation, possible action, and discussion to approve a revised Needs Resolution authorizing the purchase or condemnation of property, water rights, right-of-way and easement interest in certain properties for the Groundwater Wells 8, 9, and 10 Project.

Regular Agenda

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

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

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

1. Public hearing, presentation, possible action, and discussion on an amendment to the Comprehensive Plan - Land Use Plan from Regional Retail and Residential Attached to Redevelopment for 0.95 acres located at 317 and 321 Redmond Drive.
2. Public hearing, presentation, possible action, and discussion on a rezoning from C-1 General Commercial, P-MUD Planned Mixed Use District, and A-O Agricultural Open to P-MUD Planned Mixed Use District and A-O Agricultural Open for 4.905 acres located at 1502 Texas Avenue South and 317 & 321 Redmond Drive.
3. Presentation, public hearing, possible action and discussion of an ordinance amending Chapter 10 "Traffic Code", to remove parking along Patricia Street and a section of Lodge Street.
4. Presentation, possible action and discussion of an ordinance amending Chapter 10 "Traffic Code", to make Patricia Street one way from Lodge to College Main.
5. Presentation, possible action and discussion of the design of the Church Avenue Phase II Project.
6. Public hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning 0.292 acre of public utility easement, which is located on Lot One of The Woodlands of College Station Subdivision according to the plat recorded in Volume 7420, Pages 255, 256 and 257 of the Deed Records of Brazos County, Texas.

7. Public hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning 0.586 acre of public drainage easement, which is located on Lot 2, Block One of the Wheeler Subdivision, Phase Two according to the plat recorded in Volume 3490, Page 269 of the Deed Records of Brazos County, Texas.

8. Presentation, possible action, and discussion of appointments to Library Board and Zoning Board of Adjustments.

9. Adjourn.

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

APPROVED:

City Manager

Notice is hereby given that a Regular Meeting of the City Council of the City of College Station, Texas will be held on the Thursday, February 14, 2008 at 7:00 PM at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted the 11th day of February, 2008 at 2:30 pm.



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 February 11, 2008 at 2:30 pm 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 _____, 2008.

By _____

Subscribed and sworn to before me on this the ____ day of _____, 2008.

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.



Mayor
Ben White
Mayor Pro Tem
Ron Gay
City Manager
Glenn Brown

Council members
John Crompton
James Massey
Lynn McIlhane
Chris Scotti
David Ruesink

Draft Minutes
City Council Workshop Meeting
Thursday January 24, 2008 at 3:00 p.m.
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

COUNCIL MEMBERS PRESENT: Mayor White, Mayor Pro Tem Gay, Council members Crompton, Massey, Scotti, Ruesink

COUNCIL MEMBER ABSENT: McIlhane

STAFF PRESENT: City Manager Brown, City Attorney Cargill Jr., City Secretary Hooks, Assistant City Secretary Casares, Management Team.

Mayor White called the meeting to order at 3:00 pm.

Workshop Agenda Item No. 1 -- Presentation, possible action, and discussion on items listed on the consent agenda.

No items were removed for discussion.

Workshop Agenda Item No. 2 -- Presentation, possible action and discussion of TxDOT projects in the area.

Introduced by Mark Smith, Director of Public Works.

Brian Wood and Kim Soucek presented an overview of TxDOT projects in the College Station area.

No formal action taken.

Workshop Agenda Item No. 3. -- Presentation, possible action, and discussion regarding water conservation policy and strategies.

Introduced by Dave Coleman, Water Services Director.

Mr. Coleman and Jennifer Nations provided a briefing regarding potential water conservation measures that could be implemented.

Council concurred with the implementation of a water conservation program.

Workshop Agenda Item No. 4 -- Presentation, possible action, and discussion regarding the City renewal procedures for annual contracts and multi-year agreements.

Introduced by Cheryl Turney, Assistant Finance Director.

Mrs. Turney presented a summary of the City's current renewal procedures for annual contracts and other multi-year agreements.

No formal action taken

Workshop Agenda Item No 5 -- Presentation, possible action, and discussion regarding possible items to be discussed at the City Council's Mini-Retreat on March 5.

Introduced by City Manager Glenn Brown.

City Manager Brown presented the following Retreat Agenda Items:

1. Implementation of Council's strategic plan through Departmental Business Plans
2. Visioning Exercise
3. City Center / Town Center Planning Exercise
4. Follow up on Departmental Focus Items identified at last summer's Council Retreat

After a brief discussion Council concurred with having a retreat on Items 1 and 4.

Workshop Agenda Item No. 6 -- Presentation, possible action, and discussion regarding an update on the status of the Comprehensive Plan update.

Introduced by Bob Cowell, Director of Planning and Development Services.

Mr. Cowell presented the update on the status of the Comprehensive Plan update. CPAC has completed the first phase of the update.

No formal action taken

Workshop Agenda Item No. 7 -- Presentation, possible action, and discussion to award Contract 08-099 to HDR Engineers, Inc. in the amount of \$203,300 to update the water and wastewater system master plans.

Introduced by David Coleman, Director of Water Services.

Mr. Coleman, Director of Water Services presented an update on the water and wastewater system master plan. The master plans need to be updated to ensure our systems are in compliance with TCEQ regulations.

After a brief discussion no formal action was taken

Workshop Agenda Item No. 8 -- Council Calendar

- January 28 Evaluations of City Manager, City Attorney, City Secretary, City Hall, 6:00 pm
- January 29 Special Meeting Public Hearing on Annexation, Council Chambers 7:00 pm
- January 30 CIP Community Meeting, Pebble Creek Elementary Cafeteria, 7:00 pm
- February 4 Neighborhood Integrity Meeting Conference Center 9:00 am – 5:00 pm
- February 11 First Day to file for City Council positions

Council reviewed their upcoming events

Workshop Agenda Item No. 9 -- Presentation, possible action, and discussion on future agenda items: A Council Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

Council member Crompton requested an agenda item regarding the evaluations of the effectiveness of standard landscaping, and to meet with Planning and Zoning Commission in a regular agenda meeting. Council member Massey seconded the motion, which carried unanimously, 6-0

Council member Massey requested an agenda item regarding the follow-up of the building of the new elementary school south of Cypress Cove and the construction of Eagle Drive. Council discussed and agreed on meeting with the Transportation Department first and have the City Manager look into it.

Workshop Agenda Item No. 10 -- Discussion, review and possible action regarding the following meetings: Arts Council Subcommittee of the Council, Audit Committee, Brazos County Health Dept., Brazos Valley Council of Governments, Cemetery Committee, Design Review Board, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Library Committee, 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 (Notice of Agendas posted on City Hall bulletin board).

Council member Scotti reported new updates with the Research Valley Partnership and the TIPS ground breaking.

Council member Gay briefly discussed the recent meeting held by the City's Transportation Committee meeting and I69 report.

Council member Massey reported briefly on the January 22, 2008 meeting with the Intergovernmental Committee.

Mayor White briefly reported on the Metropolitan Planning Organization meeting.

Workshop Agenda Item No. 11 -- Executive Session:

At 5:17 pm, Mayor White announced in open session that the City Council would convene into executive session pursuant to Sections 551.071 and 551.086 of the Open Meetings Act, to seek the advice of our attorney with respect to pending and contemplated litigation, and economic development negotiations.

Consultation with Attorney {Gov't Code Section 551.071}; 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:

Application with TCEQ in Westside/Highway 60 area, near Brushy Water Supply Corporation.

Civil Action No. H-04-4558, U.S. District Court, Southern District of Texas, Houston Division, *College Station v. U.S. Dept. of Agriculture, etc., and Wellborn Special Utility District*.

Cause No. GN-502012, Travis County, *TMPA v. PUC* (College Station filed Intervention 7/6/05)

Sewer CCN request.

Legal aspects of Water Well and possible purchase of or lease of another water site.

Civil Action No. H-04-3876, U.S. District Court, Southern District of Texas, Houston Division, *JK Development v. College Station*.

Cause No. 06-002318-CV-272, 272nd Judicial District Court, Brazos County, Texas, *Taylor Kingsley v. City of College Station, Texas and Does 1 through 10, inclusive*.

Cause No. 485-CC, County Court at Law No. 1, Brazos County, Texas, *City of College Station v. David Allen Weber, et al.*

Bed & Banks Water Rights Discharge Permits for College Station and Bryan Cause No. 07-001241-CV-361, 361st Judicial District Court, Brazos County, Texas
Gregory A. & Agnes A. Ricks v. City of College Station
Water CCN request

Competitive Matter {Gov't Code Section 551.086}; possible action The City Council may deliberate, vote, or take final action on a competitive matter in closed session. The City Council must make a good faith determination, by majority vote of the City Council, that the matter is a Competitive Matter. A "Competitive Matter" is a utility-related matter that the City Council determines is related to the City of College Station's Electric Utility Competitive Activity, including commercial information, which if disclosed would give advantage to competitors or prospective competitors. The following is a general representation of the subject(s) to be considered as a competitive matter.

a. Marketing and Strategy Plans for College Station Electric Utilities

Workshop Agenda Item No. 12 -- Action on executive session, or any workshop agenda item not completed or discussed in today's workshop meeting will be discussed in tonight's Regular Meeting if necessary.

Action on executive session, or any workshop agenda item not completed or discussed in today's workshop meeting will be discussed in tonight's Regular Meeting if necessary.

Council concluded the executive session at 6:29 pm. No action was taken.

Council recessed for dinner.

Workshop Agenda Item No. 13 -- Adjourn

The meeting concluded at 6:30 pm.

PASSED and APPROVED this 14th day of February, 2008.

APPROVED:

Mayor Ben White

ATTEST

City Secretary, Connie Hooks



Mayor

Ben White

Mayor Pro Tem

Ron Gay

City Manager

Glenn Brown

Council members

John Crompton

James Massey

Lynn McIlhaney

Chris Scotti

David Ruesink

**Draft Minutes
City Council Regular Meeting
Thursday, January 24, 2008 at 7:00 p.m.
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas**

COUNCIL MEMBERS PRESENT: Mayor White, Mayor Pro Tem Gay, Council members Crompton, Massey, Scotti, Ruesink

COUNCIL MEMBER ABSENT: McIlhaney

STAFF PRESENT: City Manager Brown, City Attorney Cargill Jr., City Secretary Hooks, Assistant City Secretary Casares, Management Team

Regular Agenda Item No. 1 -- Pledge of Allegiance, Invocation Hear visitors.

Mayor White called the meeting to order at 7:00 p.m. He led the audience in the Pledge of Allegiance. Fire Chief R.B. Alley provided the invocation.

Hear Visitors

Charlotte Slack, 2301 Ferguson Cir., addressed the Council regarding development proposals for the undeveloped land at the corner of Rock Prairie and Highway 6.

Lupe Reyes, 1402 Stonebridge Ct., expressed his appreciation to the City Staff and urged a meeting with the developer pertaining to development of Rock Prairie Road and Highway 6.

Joan Perry, a College Station resident also commented about the impact of development at this intersection.

Consent Agenda

Mayor Pro Tem Gay moved to approve Consent Agenda Items 2a-2q as presented. Council member Massey seconded the motion, which carried 6-0.

FOR: Crompton, Massey, Gay, White, Scotti, and Ruesink

AGAINST: None

ABSENT: McIlhaney

Regular Agenda Item No. 1 -- Presentation, possible action, and discussion regarding a recommendation to rename Central Park in College Station to “Stephen C. Beachy Central Park”.

Sharon Colson, former Chairman of the Parks and Recreation Advisory Board presented the recommendation by the Parks Board to rename Central Park to ““Stephen C. Beachy Central Park” inn recognition of his outstanding achievements and dedication during his twenty-nine years of service with the Parks and Recreation Department.

Council member Crompton moved to rename Central Park in College Station to “Stephen C. Beachy Central Park.” Council member Massey seconded the motion which carried 6-0.

FOR: Ruesink, Gay, White, Scotti, Crompton, and Massey

AGAINST: None

ABSENT: McIlhaney

Regular Agenda Item No. 2 -- Public hearing, presentation, possible action, and discussion regarding the service plan for six areas identified for annexation under the exempt status.

Lance Simms, Assistant Director of Planning and Development presented information on the six areas in the annexation service plan.

Residents of areas affected by the annexation proposal conveyed numerous concerns about the impact on their well being if the City continues to proceed with annexing their properties.

Gary Shaffer – 19191 Hwy 6 South, Area 5

Ginger Melton – 1425 Peach Creek, Area 5

Edsel Jones – 828 Pine Valley, Area 3, 4, & 5

Jerome Becker – 15203 Post Oak Bend, Area 4

Gwendolyn Hattaway – 15165 FM 2154 (Wellborn), Area 4

Julie Fowler – 1722 Heath, speaking on the behalf of all six areas

Shelia Keelan – 145 Oak Leaf, Area 2

Gayle Butterfield – 112 Ridge Craft, Area 4

Sherri Eads – 133 Ridge Bend, Area 3

Lois Rockwell – 128 Oak Run, Area 3

Billy Hoppers – 101 Oak Creek, Area 3

Don Jones – 804 Berry Creek

Kim Kaminski – 106 Ridge Craft, Area 4

Chrisine Kaunas – 4348 LedgeStone Trail, Area 4

Dorey Evans – 4420 LedgeStone, Area 4

Michael Schurtt – 4445 LedgeStone, Area 4

Cynthia Robinson – 4850 Greens Prairie Trail, Area 4

Karen Hall – 5918 Hwy 21 East, how College Station has been handling annexation

Jim Gray – 18845 State Hwy 6, area 5

Mayor White closed the public hearing. Council recessed for a short break at 9:07 pm.

Regular Agenda Item No. 3 -- Public hearing, presentation, possible action, and discussion on a Rezoning from R-1 Single-Family Residential to PDD Planned Development District and A-O Agricultural-Open for 3.67 acres located at 124 Morgans Lane, generally located at Morgans Lane and the future Dartmouth Street extension.

Crissy Hartl, Staff Planner presented a staff report. The Planning and Zoning Commission approved the proposed rezoning. Staff recommended denial of the request.

Mayor White opened the public hearing. The following individuals offered support to the rezoning request.

Mary Joe Hurley expressed support of the rezoning
Client, 2333 Harvey Mitchell South expressed the support of the rezoning.

Mayor White closed the public hearing.

Mayor Pro Tem Gay moved to approve **Ordinance No. 3037** rezoning from R-1 Single-Family Residential to PDD Planned Development District and A-O Agricultural-Open from 3.67 acres located at 124 Morgans Lane, generally located at Morgans Lane and the future Dartmouth Street extension. Council member Crompton seconded the motion which carried 6-0.

FOR: White, Gay, Crompton, Massey, Scotti, Ruesink
AGAINST: None
ABSENT: McIlhaney

Regular Agenda Item No. 4 -- Presentation, public hearing, discussion, and possible action on consideration of an ordinance amending Chapter 10, "Traffic Code," to restrict parking on the west side of Holik Street between Anna Street and Park Place.

Troy Rother, Transportation Planner described the proposed ordinance amending Chapter 10, "Traffic Code," to restrict parking on the west side of Holik Street.

Mayor White opened the public hearing. No one spoke. Mayor White closed the public hearing.

Mayor Pro Tem Gay moved to approve **Ordinance No. 3038** amending Chapter 10, "Traffic Code," to restrict parking on the west side of Holik Street. Council member Massey seconded the motion which carried 6-0.

FOR: Gay, Massey, Crompton, Scotti, White, Ruesink
AGAINST: None
ABSENT: McIlhaney

Regular Agenda Item No. 5 -- Presentation, public hearing, discussion, and possible action on consideration of and ordinance amending Chapter 10, "Traffic Code," to restrict parking on the north side of Redmond Drive between Lenert Circle and Rosemary Lane and on the west side of Rosemary Lane between Redmond Drive and Milliff Road.

Troy Rother, Transportation Planner described the proposed ordinance amending Chapter 10, "Traffic Code", to restrict parking on the north side of Redmond Drive.

Mayor White opened the public hearing. No one spoke. Mayor White closed the public hearing.

Council member Massey moved to approve **Ordinance No. 3039** amending Chapter 10, "Traffic Code," to restrict parking on the north side of Redmond Drive. Council member Gay seconded the motion which carried unanimously, 6-0.

FOR: Massey, Ruesink, White, Scotti, Gay, Crompton

AGAINST: None

ABSENT: Against

Regular Agenda Item No. 6 -- Presentation, public hearing, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," to restrict parking on the north side of University Oaks Boulevard beginning 505 feet east of George Bush Drive East and extending 560 feet east.

Troy Rother, City Engineer presented to the Council an ordinance amending Chapter 10, "Traffic Code," to restrict parking on the north side of University Oaks Boulevard beginning 505 feet east of George Bush Drive East and extending 560 feet east.

Mayor White opened the public hearing. No one spoke. Mayor White closed the public hearing.

Mayor Pro Tem Gay moved to approve **Ordinance No. 3040** amending Chapter 10, "Traffic Code," to restrict parking on the north side of University Oaks Boulevard beginning 505 feet east of George Bush Drive East and extending 560 feet east. Council member Ruesink seconded the motion which carried 6-0.

FOR: Gay, Ruesink, Massey, White, Scotti, Crompton

AGAINST: None

ABSENT: McIlhaney

Regular Agenda Item No. 7 -- Public hearing, possible action, and discussion on an ordinance Budget Amendment #1 amending ordinance number 2999 which will amend the budget for the 2007-2008 Fiscal Year and authorizing amended expenditures in the amount of \$1,059,823.

Jeff Kersten, Chief Financial Officer presented a brief discussion on a proposed budget amendment to increase appropriations in the 2007-2008 budget is \$1,059.823.

Mayor White opened the public hearing. No one spoke. Mayor White closed the public hearing.

Mayor Pro Tem Gay moved to approve **Ordinance No. 3041** amending the budget for the 2007-2008 Fiscal Year and authorizing amended expenditures in the amount \$1,059,823. Council member Scotti seconded the motion which carried 6-0.

FOR: Gay, Scotti, Crompton, White, Massey, Ruesink

AGAINST: None

ABSENT: McIlhaney

Regular Agenda Item No. 8 -- Presentation, public hearing, discussion and possible action, regarding an Oil and Gas Operations Permit for the Smith-Mohawk Unit, Well #1 Re-Entry as requested by the operator, Ogden Resources, Ltd. Of Bryan, Texas.

Alan Gibbs, City Engineer presented to the Council a Resolution authorizing an oil and gas permit for the Smith-Mohawk Unit, Well #1.

Mayor White opened the public hearing.

Mary Jo Hurley representing Ogden Resources expressed support of the Resolution in regards to the Oil and Gas Operation Permit for the Smith-Mohawk Unit, Well #1.

Mayor White closed the public hearing.

Mayor Pro Tem Gay moved to approve **Resolution No. 1-24-08-8** authorizing the Oil and Gas Operation Permit for the Smith-Mohawk Unit, Well #1. Council member Massey seconded the motion which carried 6-0.

FOR: Massey, Gay, Crompton, Ruesink, White, Scotti

AGAINST: None

ABSENT: McIlhaney

Regular Agenda Item No. 9 -- Presentation, public hearing, possible action, and discussion regarding an ordinance approving the Settlement Agreement between ACSC and Atmos regarding the Company's Statement of Intent to increase rates and to approve tariffs that implement the terms of the Settlement Agreement.

Hayden Migl, Assistant to the City Manager described the ordinance approving the Settlement Agreement between ACSC and Atmos regarding the Company's Statement of Intent to increase rates and to approve tariffs that implement the terms of the Settlement Agreement.

Mayor White opened the public hearing.

Ken Fogel, representative from Atmos briefly explained the ordinance and rate changes.

Mayor White closed the public hearing.

Mayor Pro Tem Gay moved to approve **Ordinance No. 3042** authorizing the Settlement Agreement between the Atmos' cities steering committee and Atmos Energy Corp., Mid-Tex division regarding the company's statement of intent to change gas rates. Council member Scotti seconded the motion which carried 6-0.

FOR: White, Scotti, Gay, Crompton, Ruesink, Massey

AGAINST: None

ABSENT: McIlhaney

Regular Agenda Item No. 10 -- Presentation, possible action and discussion regarding approval of an annual contract with either Knife River or Brazos Valley Services for Item 1 the Installation of Hot Mix Asphalt Concrete and Item 2 – MC-30/AEP Emulsified Asphalt after a tie-breaker has been administered to determine the award of the bid. The approval of a contract with Brazos Valley Services for Item 3 – the purchase of RC-2 Winter Patch Asphalt is recommended at a cost not to exceed\$7,500.00.

Cheryl Turney, Assistant Finance Director presented the bids for the Annual Blanket Purchase Order for the Installation of Hot Mix Asphalt Concrete. Bids were received from Brazos Valley Services, Knife River and Big Creek Construction. The bid documents state that "Item 1 and Item 2 will be awarded together, based on total low bid for both items." Both Knife River and Brazos Valley Services submitted the low bids of \$632,250.00 for the two items. Big Creek Construction submitted a bid that was higher. Brazos Valley Services submitted the low bid for Item 3.

A tie breaker was administered through a lottery system to award the bid in the event of identical low submittals. Staff recommended the contract for Item 1 and Item 2 be awarded to the vendor selected in the tie breaker. Staff also recommended the contract for Item 3 be awarded to the low bidder, Brazos Valley Services. Ty Elliott was selected to draw the winning bid resulting in the selection of Brazos Valley Services.

Mayor Pro Tem Gay moved to approve the award of bid to Brazos Valley Services for Item 1, the Installation of Hot Mix Asphalt Concrete, Item 2, MC-30/AEP Emulsified Asphalt, and Item 3, the purchase of RC-2 Winter Patch Asphalt. Council member Scotti seconded the motion which carried 6-0.

FOR: Scotti, Gay, White, Massy, Crompton, Ruesink

AGAINST: None

ABSENT: McIlhaney

Regular Agenda Item No. 11 -- Presentation, possible action, and discussion regarding a nomination to the Board of Managers of the Brazos County Emergency Communications District.

Glenn Brown presented to the Council the staff recommendation for nomination of Fire Chief R.B Alley as a member on the Board of Managers of the Brazos County Emergency Communication District for a two year term.

Council member Massey moved to appoint Fire Chief R.B. Alley to serve a two year term on the Board of Managers of the Brazos County Emergency Communication District. Mayor Pro Tem Gay seconded the motion which carried 6-0.

FOR: Massey, White, Ruesink, Crompton, Scotti, Gay

AGAINST: None

ABSENT: McIlhaney

Regular Agenda Item No. 12 -- Presentation, possible action, and discussion on the acceptance of a tax freeze petition certified by the City Secretary.

Connie Hooks, City Secretary introduced the completion of the verification process of an initiative petition for the City Council to call an election to freeze the ad valorem taxes on the residential homestead of the disabled and persons 65 years of age or older and their spouses.

Council member Massey moved to accept the petition to call an election to freeze the ad valorem taxes on the residential homestead of the disabled and persons 65 of age or older and their spouses. Mayor Pro Tem Gay seconded the motion which carried unanimously, 6-0.

FOR: Ruesink, Scotti, White, Massey, Gay, Crompton

AGAINST: None

ABSENT: McIlhaney

Regular Agenda Item No. 13 -- Presentation, possible action, and discussion on the charter amendment petition certified by the City Secretary.

Connie Hooks, City Secretary introduced the completion of the verification process on a petition “for the City Council to call an election to amend the City Charter to replace City Charter Article X, Section 85, Form of Petitions: Committee of Petitioners with additional wording to authorize registered College Station voters to circulate and witness individual petition papers. The ordinance will include the authorization for mail petitions without a notary requirement.”

Dick Birdwell spoke on the petition he filed.

City Council directed staff to present data and options within other City Charter related to this subject and present to Council within a month. No formal action was taken.

Regular Agenda Item No. 14 -- Adjourn

Hearing no objections, Mayor White adjourned the workshop and regular meetings at 10:24 p.m. on Thursday, January 24, 2008.

PASSED and APPROVED this 14th day of February, 2008.

APPROVED:

Mayor White

ATTEST:

City Secretary, Connie Hooks



Mayor

Ben White

Mayor Pro Tem

Ron Gay

City Manager

Glenn Brown

Council members

John Crompton

James Massey

Lynn McIlhaney

Chris Scotti

David Ruesink

Draft Minutes
City Council Special Meeting
Thursday, January 29, 2008 at 7:00 p.m.
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

COUNCIL MEMBERS PRESENT: Mayor White, Mayor Pro Tem Gay, Council members Crompton, Massey, Scotti, Ruesink, McIlhaney

STAFF PRESENT: City Manager Brown, City Attorney Cargill Jr., City Secretary Hooks, Assistant City Secretary Casares, Management Team

Special Agenda Item No. 1 – Call meeting to order.

Mayor White called meeting to order at 7:00 pm.

Special Agenda Item No. 2 Public hearing, presentation, possible action, and discussion regarding the service plan for six areas identified for annexation under the exempt status.

Lance Simms, Assistant Director of Planning and Development Services presented important data pertaining to the proposed annexation plan.

Crissy Hartl, Staff Planner presented information on area 2. Pete Caler from the Brazos Valley Solid Waste Management Agency presented information about the water service delivery following annexation of the areas proposed in the service plan.

Mayor White opened the public hearing at 7:28 pm.

Citizens expressed their concerns about the proposed annexation of their properties.

Jim Gray-18845 Hwy 6 South, area 5

Gary Shaffer-19191 Hwy 6 South, area 5

Hardy Cullen-101 Ridge Walk, area 3

Mike Wilson-15833 Flagstone Ct. area 4

Phillip Ross-1414 Peach Creek Cut off, area 5

Briana Morrison-162 Ridgeway, area 2
 Beverly Robinson-15800 Flagstone Ct., area 4
 Kenneth Morgan-138 Sunset Trail, area 3
 Julie Fowler-1722 Heath Dr., several areas
 William Bassichis-1501 Wolf
 Gwendolyn Hattaway-15165 FM 2154 Wellborn, area 4
 Ed Thomas 1422 Buggy-Ln. area 6
 Karen Hall-1518 Hwy 6, Bryan
 Judy Roebuck-109 Ridge Loop, area 3
 Don Jones-804 Berry Creek
 Gary Hines-15412 Post Oak Bend area 4
 Carl Hattaway-15165 Wellborn Rd. area 4
 James Clissold-115 Ridge Oak, area 3
 Lois Rockwell-128 Oak Run, Area 3
 Kyle Smith-4940 Greens Prairie Trail. area 4
 Chris Kaunas-4348 Ledgestone Trail, Area 4
 Eric Schulte-15045 FM 2154 Wellborn, area 4
 Roy Robinson-4850 Greens Praire Trail, area 4
 Perez Hernandez lives in area 4 & Parents live in area 5

Citizens expressed their concerns through written comments.

Judy & Tim Foster-4646 Greens Prairie Tr., area 4
 Cynthia Robinson-4850 Greens Prairie Tr. area 4

Mayor White closed the public hearing.

Mayor Pro Tem Gay acknowledged to the audience that he was not in support of annexing Areas 3, 4, and 5.

No formal action was taken.

Special Agenda Item No. 3-- Adjourn.

Council member Massey moved to adjourn the meeting at 8:58 pm, Tuesday, January 29, 2008. Mayor Pro Tem Gay seconded the motion which carried 7-0

PASSED and APPROVED this 14th day of February, 2008.

APPROVED:

Mayor Ben White

ATTEST:

City Secretary, Connie Hooks

February 14, 2008
Consent Agenda Item 2b
BVSWMA Scalehouse Addition Rejection of Bids

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion regarding rejection of bid proposals received from Bid Number 07-101 and Bid Number 08-02 for construction of a scalehouse addition at the Rock Prairie Road Landfill.

Recommendation(s): Staff recommends rejection of bids for the BVSWMA Scalehouse Addition Construction Project.

Summary: This project was for an addition to the existing scalehouse and entrance ramps for the installation of a third scale. The addition was to enhance traffic flow, allow for more efficient customer transactions, and also provide for a backup unit if a scale is out of service for repair. On July 7, 2007, one bid was received in response to bid number 07-101. The bid was well above available funding. Following the bid opening, the architect reconfigured the project to lower the construction costs. The project was re-bid and on October 31, 2007, four bids were received. Again, the low bidder was well above available funding. A review of the individual components of the bids did not indicate specific areas of unexpected costs but rather an overall escalation of construction costs over all trades.

The remaining operational life of the Rock Prairie Road Facility, combined with the high costs, led staff to reevaluate the cost benefit of the project and identify other means to improve transaction efficiencies. Staff intends to replace one scale that is prone to frequent downtime and repairs with a scale purchased from Cardinal Scale Manufacturing. In addition, a RF Tag system upgrade for the automated scale will be installed. These modifications to the weigh station equipment will provide for faster transaction handling and will help to reduce the bottleneck that occurs during peak operating hours. These upgrades will be transferred and utilized at the Twin Oaks Facility in January 2010.

Budget & Financial Summary: Design fees for the project were \$6,000. Funds for the upgrades are budgeted and available in the BVSWMA Fund.

Attachments:

1. Bid Tabulation 07-101
2. Bid Tabulation 08-02

**City of College Station
Bid Tabulation**

**BVSWMA New Scalehouse Addition
BID: 07-101**

7/17/2007

			Dudley Construction College Station, TX Contact: Mark Dudley
Quan.	Unit Meas.	Description	GRAND TOTAL
1	Lump	BVSWMA New Scalehouse Addition Base Bid	\$124,500.00
1	Each	Alternate #1 - Additional PTAC Unit	\$2,725.00
1	Lump	Total Base Bid with Alternate #1	\$127,225.00

Calendar Days for Completion	90
Certification of Bid	Y
Addendum Acknowledged	N/A
Bid Bond	Y
Deviations/Conditions	N

**City of College Station
Bid Tabulation**

**BVSWMA New Scalehouse Addition
BID: 08-02**

10/31/2007

			Orion Construction Bryan, TX Contact: John Gale	CLM Construction Bryan, TX Contact: Clint McLure	Dudley Construction College Station, TX Contact: Mark Dudley	Marek Brothers College Station, TX Contact: Joe Marek
Quan.	Unit Meas.	Description	GRAND TOTAL	GRAND TOTAL	GRAND TOTAL	GRAND TOTAL
1	Lump	BVSWMA New Scalehouse Addition Base Bid	\$106,400.00	\$114,000.00	\$117,000.00	\$121,740.00

Calendar Days for Completion	105	100	120	90
Certification of Bid	Y	Y	Y	Y
Addendum Acknowledged	Y-2	Y-2	Y-2	Y-2
Bid Bond	Y	Y	Y	Y
Deviations/Conditions	N	N	N	N

**February 14, 2008
Consent Agenda 2c
Fire Department Fees Update**

To: Glenn Brown, City Manager

From: Robert Alley, Fire Chief

Agenda Caption: Presentation, possible action and discussion of the assessment of fees for certain services provided by the Fire Department.

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

Summary: The College Station Fire Department currently conducts fire inspection tests for fire alarm and fire protection systems for certain occupancies such as day care centers, foster homes, health care facilities, restaurants, apartments, hotels and other commercial businesses throughout the city. Inspection tests are also conducted on distribution systems such as natural gas, fuel tanks, fuel lines and fire sprinkler systems. The fire department also provides transportation for emergency medical services from inside the city limits and outside of the city limits. During the Alternative Revenue review process it was determined that these fees needed to be increased to meet the increased cost of providing this service. The City of Bryan has increased their fees to be in alignment with this resolution. Notice of the increases has been given to the effected contractors, there have been no negative comments received. This resolution updates Resolution 09-09-2003-11.11 which was approved on September 11th 2003.

Budget & Financial Summary: Fees collected will be used to continue to provide these services within the approved fire department budget. In FY 07 approximately \$850,000 was collected for the Fire Department fees. These proposed fee changes are projected to increase revenues by \$380,000.

Attachments:

Resolution

Fire Department fee breakdown

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, PRESCRIBING AN ASSESSMENT FOR CERTAIN SERVICES PROVIDED BY THE FIRE DEPARTMENT, PURSUANT TO CHAPTER 14, SECTIONS 1 AND 3, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 14, Sections 1 and 3, of the City of College Station Code of Ordinances provides that certain services provided by the City of College Station Fire Department may be assessed and collected from the recipients of those services; and

WHEREAS, the City Council of the City of College Station has determined that certain services provided by the City of College Station Fire Department shall be assessed and collected from the recipients of those services as set forth in the fee schedule attached as Exhibit "A"; now, therefore,

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

PART 1: Pursuant to the provisions of Chapter 14, Sections 1 and 3, of the City of College Station Code of Ordinances, fees shall be assessed and collected from the recipients of certain services provided by the Fire Department as set out in the attached Exhibit "A".

PART 2: That this Resolution shall be effective from and after its date of passage.

PASSED AND APPROVED this _____ day of _____, 2008.

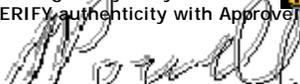
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

E-Signed by Mary Ann Powell
VERIFY authenticity with ApproveIt


City Attorney

EXHIBIT "A"

The following services provided by the City of College Station Fire Department shall be paid for by the recipient of those services, the fees for which shall be as *follows*:

Mileage charges for Fire Prevention activities outside College Station City Limits will be in accordance with current city policy and may change from time to time.

- A. Requests for incident reports prepared by the Fire Department: \$4.00 per copy.
- B. Fire Department inspections of day care center: \$50.00 per inspection. All tests conducted outside the city limits shall be charged at this rate times 1.5 plus mileage plus \$20.00 for travel time.
- C. Fire Department inspections of foster home: \$30.00 per inspection. All tests outside the city limits shall be charged at this rate times 1.5 plus mileage plus \$20.00 for travel time.
- D. Fire Department inspections of health care facility: \$150.00 per inspection. Fire Department inspections of Hospitals: \$250.00. All tests conducted outside the city limits shall be charged this same rate times 1.5 plus mileage plus \$20.00 for travel time.
- E. Automatic hood tests performed by the Fire Department: \$50.00 per inspection. All tests conducted outside the city limits shall be charged at this rate times 1.5 plus mileage plus \$20.00 travel time.
- F. Fire Department inspections of automatic fire alarm systems: \$100.00 up to 25 devices plus \$100.00 per 100 devices or fraction thereof in excess of 25 devices that include, horns, strobes, horn strobe combinations, tamper and flow switches, smoke/heat detectors and alarm panels/remote annunciators. All tests conducted outside the city limits shall be charged at this rate times 1.5 plus mileage plus \$20.00 for travel time.
- G. Fire Department testing of Underground Fire Lines: \$100.00 per inspection. All tests conducted outside the city limits shall be charged at this rate times 1.5 plus mileage plus \$20.00 for travel time.
- H. Fuel tank testing performed by the Fire Department: \$100.00 per inspection. All tests conducted outside city limits shall be charged at this rate times 1.5 plus mileage plus \$20.00 travel time.

- I. Fuel line leak testing performed by the Fire Department: \$100.00 per inspection. All tests conducted outside the city limits shall be charged at this rate times 1.5 plus mileage plus \$20.00 for travel time.
- J. Fire sprinkler system testing performed by the Fire Department: \$125.00 per system up to 100 sprinklers plus \$50.00 per 100 sprinklers or fraction thereof in excess of 100. All tests outside the city limits shall be charged at this rate times 1.5 plus mileage plus \$20.00 for travel time.
- K. The provision of Emergency Medical Services without transportation shall be provided without charge within the corporate limits of the City of College Station.
- L. The provision of Emergency Medical Services with transportation from a location within the corporate limits of College Station to a location within Brazos County shall be \$650.00 base fee plus \$10.00 per loaded mile.
- M. The provision of Emergency Medical Services with transportation from a location outside the corporate limits shall be charged at \$650.00 plus \$12.00 per loaded mile.
- N. The provision of Emergency Medical Services without transportation at a location outside the corporate limits of the City of College Station shall be charged at \$100.00.
- O. The provision of Emergency Medical Services to a location outside of Brazos County shall be charged at \$650.00 per individual transported plus \$12.00 per loaded mile.

Fire Department Fees update

<u>Service</u>	<u>2003 Current</u>	<u>2008 Proposed</u>
Report Copy	\$4.00	\$4.00
Day care Inspection	\$30.00 per Inspection	\$50.00 per Inspection
Foster Home Inspection	\$30.00 per Inspection	\$30.00 per Inspection
Health Care Facility	\$50.00 per Inspection	\$150.00 per Inspection
Hospital Inspection	\$50.00 per Inspection	\$250.00 per Inspection
Automatic hood tests	\$30.00 per Inspection	\$50.00 per Inspection
Automatic Fire Alarms	\$30.00 per device to 25 (\$50.00 per 100 devices in excess of 25 devices)	\$50.00 per device to 25 (\$100.00 per 100 devices in excess of 25 devices)
Underground Fire Lines	\$30.00 per Inspection	\$100.00 per Inspection
Fuel Tank Inspection	\$50.00 per Inspection	\$100.00 per Inspection
Fuel Line testing	\$50.00 per Inspection	\$100.00 per Inspection
Fire Sprinkler System	\$50.00 per system up to 100 sprinklers plus \$50.00 per 100 sprinklers in excess of 100 sprinklers.	\$125.00 per system to 100 sprinklers plus \$50.00 per 100 Sprinklers in excess of 100 sprinklers.
EMS without transport (inside city limits)	No Cost	No Cost
EMS transport (inside city limits)	\$450.00 base fee plus \$7.50 per loaded mile	\$650.00 base fee plus \$10.00 per loaded mile.

<u>Service</u>	<u>2003 Current</u>	<u>2008 Proposed</u>
EMS transport (outside city limits)	\$450.00 base fee plus \$7.50 per loaded mile.	\$650.00 base fee plus \$12.00 per loaded mile.
EMS without transport (outside city limits)	\$100.00 base fee	\$100.00 base fee
EMS transport outside Brazos County per Individual	\$450.00 base fee plus \$9.00 per loaded mile.	\$650.00 base fee plus \$12.00 per loaded mile.

February 14, 2008
Consent Agenda Item 2d
Approval of a First Amendment to the Development Agreement with
Lonestar – College Station Golf Academy, Ltd

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, possible action and discussion regarding a proposed First Amendment to the Development Agreement with Lonestar – College Station Golf Academy, Ltd.

Recommendation(s): Staff recommends approval of the proposed First Amendment to the Development Agreement as attached.

Summary: On December 14, 2007, the City Council approved a Development Agreement with Lonestar- College Station Golf Academy, Ltd preparing the way for the development of 8.64 acres (Lots 2A & 2B) located along the frontage road of Earl Rudder Freeway and just North of Horse Haven Lane. Further, one of the two lots released for development by this action became the Gander Mountain development.

Under the existing Development Agreement, the owner was allowed to divide the subject property into three lots, i.e. 2A, AB and 2C (see attached Final Plat), and defer the dedication of right-of-way and construction of Appomattox Drive and the other infrastructure until such time as only Lot 2C was developed. Lots 2A and 2B were released for development.

The current owner has recently arranged to sell Lot 2C to TDG Management L.P., thus triggering this proposed First Amendment to the Development Agreement. The amendment and assignment of the development agreement and the development of Lot 2C will result in the dedication and construction of Appomattox Drive and other infrastructure as identified in the current agreement. Further, this First Amendment will require the new owner to provide a financial guarantee to insure that the infrastructure is ultimately constructed if he or she fails to construct them per the provisions of the new agreement.

Budget & Financial Summary: There are no direct costs to the City by entering into this Development Agreement. Instead, the developer has provided a financial guarantee that the identified infrastructure will be constructed upon development of the property.

Attachments:

Final Plat of Horse Haven Estates

First Amendment to the Lonestar – College Station Golf Academy Development Agreement

Location Map

Location Map



FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("Amendment") is dated as of the 14th day of February, 2008, by and among the City of College Station, a Texas Home-Rule Municipal Corporation (hereinafter called "City"), Lonestar-College Station Golf Academy, Ltd. (hereinafter called "Lonestar"), a Texas limited partnership, and TDG Management, L.P. (hereinafter called "TDG"), a Texas limited partnership. Defined terms used in this Amendment shall have the meanings assigned to such terms in the Development Agreement (defined below), except as otherwise expressly indicated.

RECITALS:

A. The City and Lonestar entered into that certain Development Agreement dated December 14, 2006, recorded in Volume 7779, Page 117, of the Official Records of Brazos County, Texas (the "Development Agreement").

B. As contemplated by the Development Agreement, Lot 2 of Horse Haven Estates was re-platted and subdivided into Lots 2A, 2B and 2C, and Lots 2A and 2B have been re-zoned. Lonestar has previously sold Lots 2A and 2B, and, subject to the execution of this Amendment by the parties, Lonestar has agreed to, or has, sold Lot 2C to TDG. The obligations of the Owner under the Development Agreement with respect to Lots 2A and 2B have been satisfied, but certain obligations of the Owner with respect to Lot 2C remain outstanding. TDG intends to develop Lot 2C.

C. The parties desire for the rights and obligations of Lonestar under the Development Agreement to be assigned to and assumed by TDG, and for Lonestar to be released from its obligations under the Development Agreement. The parties desire to amend the Development Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, do hereby agree as follows:

1. **Assignment.** Lonestar hereby assigns to TDG, without recourse, all of Lonestar's rights and obligations under the Development Agreement, free and clear of all liens and encumbrances made by, through or under Lonestar.

2. **Assumption.** TDG hereby accepts and assumes sole responsibility for the observance and performance of all obligations and liabilities of Lonestar under or related to the Development Agreement, which arise from and after the date of this Amendment.

3. **Release.** The City and TDG hereby release Lonestar and its successors (collectively, the "Released Parties") from any and all liabilities, claims, demands, rights and causes of action of any kind, whether known or unknown, which the City or TDG has or could have or may claim in the future against the Released Parties, and which in any way relate to the Development Agreement or any obligations of the Owner thereunder.

4. **Letter of Credit.** The City acknowledges that (i) Lonestar has delivered to it a letter of credit in the amount of \$380,896.00 to expire March 21, 2008, for the second year of the Development Agreement (the "Current L/C"). TDG agrees to provide to the City an irrevocable letter of credit in the same form as the Current L/C in the amount of \$488,000.57 (the "Substitute L/C"), to be substituted for the Current L/C within ten (10) days of approval of this Agreement by City Council. Upon approval of the Substitute L/C the City will accept the Substitute L/C as being in compliance with the financial guarantee requirements of the Development Agreement, and agrees to promptly release and return the Current L/C to Lonestar at that time.

5. **Amendment.** The Development Agreement is hereby amended by releasing Lonestar from all obligations of the "Owner" thereunder, and by substituting TDG as the "Owner" under the Development Agreement. TDG agrees to become the "Owner" for all purposes under the Development Agreement, and to assume, and hereby assumes, all obligations of the "Owner" thereunder. TDG agrees to comply with all requirements of the Development Agreement in connection with TDG's contemplated development of Lot 2C, including, without limitation, with respect to construction of the Extension and the Utilities. Required notices and documents to be sent under the Agreement shall hereafter be sent to:

Alton Ofczarzak
TDP Management L.P.
4060 State Highway 6
College Station, Texas 77845

Director, Planning & Development Services
City of College Station
P.O. Box 9960
College Station, Texas 77842

6. **Miscellaneous.**

- (a) Except as expressly modified and amended hereby, the terms and provisions of the Development Agreement shall remain in full force and effect as therein provided, and the Development Agreement as amended hereby is ratified in all respects by the parties hereto.
- (b) The Development Agreement as amended hereby represents the entire agreement between the parties hereto and all prior correspondence, memoranda, agreements or understandings (written or oral) with respect to the transaction contemplated by the Development Agreement are merged into and superseded by the Development Agreement as amended hereby.
- (c) This Amendment may be executed in counterparts, which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the date first written above.

[Signatures and acknowledgements follow]

CITY OF COLLEGE STATION

Mayor

ATTEST:

City Secretary

APPROVED:

City Manager

Carla A. Robinson

City Attorney

Chief Financial Officer

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

ACKNOWLEDGEMENT

Before me, the undersigned authority, on this day personally appeared _____, as MAYOR of the CITY OF COLLEGE STATION, a Texas home rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this ___ day of February, 2008.

Notary Public in and for the State of Texas

Lonestar-College Station Golf Academy, Ltd.,
a Texas limited partnership

By: LSG Enterprises, L.L.C.,
a Texas limited liability company,
its general partner

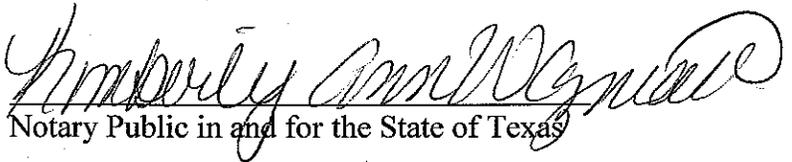
By: 
Hunter Nelson, President

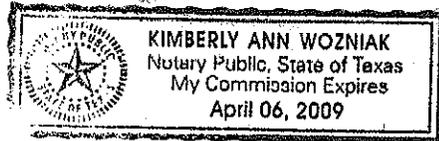
THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

ACKNOWLEDGEMENT

Before me, the undersigned authority, on this day personally appeared HUNTER NELSON, as President of LSG Enterprises, L.L.C., a Texas limited liability company, general partner of LONESTAR-COLLEGE STATION GOLF ACADEMY, LTD., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this 6 day of February, 2008.


Notary Public in and for the State of Texas



TDG Management Group, L.P.,
a Texas limited partnership

By: TAG Management LLC,
a Texas limited liability company,
its general partner

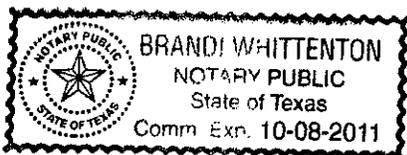
By: *Alton Ofczarzak*
Name: ALTON OFCZARZAK
Title: Managing Member

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

ACKNOWLEDGEMENT

Before me, the undersigned authority, on this day personally appeared Alton Ofczarzak as Manager of TAG Management LLC, a Texas limited liability company, the general partner of TDG Management Group, L.P., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this 8th day of February, 2008.



Brandi Whittenton
Notary Public in and for the State of Texas

February 14, 2008
Consent Agenda Item 2e
Development Agreement Regarding Access Improvements to Central Station

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, possible action, and discussion regarding a development agreement to improve access to the Central Station shopping center and to generally improve traffic flow in the immediate area.

Recommendation(s): Staff recommends approval of the development agreement as attached.

Summary: This item has been prepared in response to Council direction at the September 27, 2007 Workshop Meeting of the City Council.

As part of the Texas Avenue widening project, Texas Department of Transportation (TxDOT) plans to install a raised median along much of Texas Avenue to better manage access, improve safety, and enhance mobility along the entire corridor. Limited median openings will be provided at all signalized locations, as well as several other locations required to maintain this access.

With the redevelopment of the Culpepper Plaza Shopping Center (now Central Station) and the planned installation of the raised median along the applicable section of Texas Avenue, there is likely to be significant traffic buildup on Harvey Road at the Texas Avenue signal. Centro Properties, the owner of the shopping center, approached the City and TxDOT about the possibility of several improvements to safely improve access to the center and to generally improve traffic flow in the immediate area.

As approved, the recommended improvements will add a directional left-turn opening in the planned raised median on Texas Avenue and an additional travel lane on Harvey Road. This will help to alleviate traffic buildup along Harvey Road, which is currently the likely path for travelers southbound on Texas Avenue to access the Central Station shopping center.

Budget & Financial Summary: The total cost of the project is \$223,268. Of that amount, the City of College Station will pay no more than \$92,891. Centro Properties will pay \$121,661 and any overages related to these improvements. TxDOT will pay \$8,716, which is the difference between the Development Agreement total amount and the established project costs assumed by Centro Properties and the City.

Attachments:

Development Agreement

Exhibit A – Improvements

Exhibit B – Advanced Funding Agreement

Exhibit C – Engineer's Estimate

EXHIBIT B

CSJ: 0050-01-060
District: 17 (Bryan)
Code Chart 64: 09050 (College Station)
Project: STP 2004(390)

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the City of College Station, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, 227, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, Commission Minute Order Numbers 001111, 108087, 108410, 108812 and 109460 authorize the State to undertake and complete a highway improvement generally described as the widening of a non-freeway facility consisting of grading, structures, concrete pavement, signals and illumination; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as the installation of opticom and enforcement lights, and the construction of an additional travel lane on SH 30 (Harvey Road) and the construction of a directional left-turn opening in the proposed raised median on BS 6-R (Texas Avenue). These elements will be added to the existing contract in order to provide added left turns to the commercial development on the northeast corner of this intersection, hereinafter called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities, which is attached to and made a part of this contract.

In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government at no cost to the State.

This work will be added by change order to the existing highway improvement project referenced above. The State will provide the Local Government with a detailed estimate of the engineering and construction costs to be incurred. Prior to the State authorizing the contractor to begin this work, the State must receive the Local Government's payment for its financial participation in the total cost of the Project.

Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project.

Article 3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

Article 4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right-of-way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

Article 5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document.

If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and

EXHIBIT B

CSJ: 0050-01-060

District: 17 (Bryan)

Code Chart 64: 09050 (College Station)

Project: STP 2004(390)

month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider.

Page 2 of 6

Article 7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

Article 8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

Article 9. Increased Costs

In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within 45 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 11 - Termination. If this is a fixed price agreement as specified in Attachment A, Payment Provision and Work Responsibilities, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

Article 10. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

Article 11. Termination

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties;
- ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.
- ◆ by the Local Government if the cost for completion of the Project exceeds the amount for such Project as described in Attachment A.

If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

- ◆ Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

Article 12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
Mr. Glenn Brown City Manager, City of College Station P.O. Box 9960 College Station, Texas 77842-9960	Mr. Bryan Alan Wood, P.E. Bryan District Engineer 1300 North Texas Avenue Bryan, Texas 77803-2760

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 13. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

EXHIBIT B

CSJ: 0050-01-060

District: 17 (Bryan)

Code Chart 64: 09050 (College Station)

Project: STP 2004(390)

Article 14. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

Page 4 of 6

Article 15. Amendments

By mutual written consent of the parties, this contract may be amended prior to its expiration.

Article 16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Article 18. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

EXHIBIT B

CSJ: 0050-01-060
District: 17 (Bryan)
Code Chart 64: 09050 (College Station)
Project: STP 2004(390)

Page 5 of 6

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

THE LOCAL GOVERNMENT

Name of the Local Government City of College Station

By _____ Date _____

Typed or Printed Name and Title Ben White, Mayor, City of College Station

ATTEST:

Connie Hooks, City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

City Attorney

EXHIBIT B

CSJ: 0050-01-060
District: 17 (Bryan)
Code Chart 64: 09050 (College Station)
Project: STP 2004(390)

Date: _____

Chief Financial Officer

Date: _____

ATTACHMENT A

Payment Provision and Work Responsibilities

The Local Government requested an additional travel lane on SH 30 (Harvey Road) and the placement of a directional left-turn opening in the proposed raised median on BS 6-R (Texas Avenue) be constructed in order to provide added left turns to the commercial development on the northeast corner of this intersection. This work will be constructed as part of the BS 6-R (Texas Avenue) widening project. As part of the work described above, the Local Government will furnish to the State the Opticom and Red Light Indicator equipment to be installed as part of this Project. The cost of installing this equipment will be shared equally by the Local Government and the State. The Local Government's total estimated participation in this Project is \$214,552 and includes construction items, construction engineering and contingencies. The Local Government and State have estimated the project to be as follows:

Estimated Project Budget

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
ESTIMATED CONSTRUCTION COSTS							
Construction Cost for SH 30 Widening	\$150,310	0%	\$0	0%	\$0	100%	\$150,310
Construction Cost for BS 6-R Median Break	\$5,218	0%	\$0	0%	\$0	100%	\$5,218

EXHIBIT B

CSJ: 0050-01-060

District: 17 (Bryan)

Code Chart 64: 09050 (College Station)

Project: STP 2004(390)

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
Construction Cost for BS 6-R Deceleration Lane	\$28,253	0%	\$0	0%	\$0	100%	\$28,253
Installation of Opticom and Red Light Indicator Equipment (furnished by the Local Government with the installation costs shared equally between the Local Government and the State)	\$15,565	40%	\$6,226	10%	\$1,556	50%	\$7,783
TOTAL ESTIMATED CONSTRUCTION COST	\$199,346	n/a	\$6,226	n/a	\$1,556	n/a	\$191,564
Direct State Costs (includes construction engineering and contingencies estimated at 12 percent of construction cost)	\$23,922	n/a	\$0	n/a	\$934*	n/a	\$22,988
Indirect State Costs (no local participation required except for service projects)	N/A	0%	N/A	0%	N/A	0%	N/A
TOTAL ESTIMATED COST	\$223,268		\$6,226		\$2,490		\$214,552

* Calculated based on 12% of the combined total federal and state estimated construction cost.

It is further understood that the State will include only those construction items for the improvements as requested and required by the Local Government. This is an estimate only; final participation amounts will be based on actual charges to the Project.

The State and the Local Government shall be responsible for the maintenance of the state highway system after completion of the Project in accordance with the Municipal Maintenance Agreement in effect at the time the maintenance is required.

EXHIBIT B

CSJ: 0050-01-060

District: 17 (Bryan)

Code Chart 64: 09050 (College Station)

Project: STP 2004(390)

EXHIBIT C: ENGINEER'S ESTIMATE

Description	Total Estimated Cost	Fed/State Participation		City Participation		Developer Participation	
		%	Cost	%	Cost	%	Cost
Construction Cost for SH 30 Widening	\$150,310	0%	\$0	50%	\$75,155	50%	\$75,155
Construction Cost for BS 6-R Median Break	\$5,218	0%	\$0	0%	\$0	100%	\$5,218
Construction Cost for BS 6-R Deceleration Lane	\$28,253	0%	\$0	0%	\$0	100%	\$28,253
Installation of Opticom and Red Light Indicator Equipment (furnished by the Local Government with the installation costs shared equally between the Local Government and the State)	\$15,565	50%	\$7,782	50%	\$7,783	0%	\$0
Direct State Costs (includes construction engineering and contingencies estimated at 12 percent of construction cost)	\$23,922	0%	\$934	n/a	\$9,019	n/a	\$13,035
TOTAL ESTIMATED COST	\$223,268		\$8,716		\$92,891		\$121,661

February 14, 2008
Consent Agenda Item 2f
Advanced Funding Agreement with TxDOT for Roadway
Improvements to Harvey Road and Texas Avenue

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, possible action, and discussion on an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) in a total amount of \$223,268 to improve access to the Central Station shopping center and to improve general traffic flow in the immediate area.

Recommendation(s): Contingent upon the approval of the associated Development Agreement (also on this same agenda), staff recommends approval of the AFA in the amount of \$223,268 as attached. The City's actual portion of this amount is an amount not to exceed \$92,891.

Summary: With the redevelopment of the Culpepper Plaza Shopping Center (now Central Station) and the planned installation of the raised median along the applicable section of Texas Avenue, there is likely to be significant traffic buildup on Harvey Road at the Texas Avenue signal. Centro Properties, the owner of the shopping center, approached the City and TxDOT about the possibility of several improvements to safely improve access to the center and to generally improve traffic flow in the immediate area.

As identified in the attached AFA, the recommended improvements will add a directional left-turn opening in the planned raised median on Texas Avenue and an additional travel lane on Harvey Road. This will help to alleviate traffic buildup along Harvey Road, which is currently the likely path for travelers southbound on Texas Avenue to access the Central Station shopping center.

This item is part of a project prepared in response to Council direction at the September 27, 2007 Workshop Meeting of the City Council. The other component, the Development Agreement, is a necessary antecedent to this Advanced Funding Agreement.

Budget & Financial Summary: The total cost of these enhancements is \$223,268. The total amount to be paid via "Local Participation," i.e. by the City of College Station and Developer, is \$214,552. However, the City of College Station is only responsible for providing \$92,891 of that \$214,552. State law requires the entire "Local Participation" payment come from the City; therefore the Developer will provide the remaining \$121,661 to the City prior to the City's payment of the entire amount to the State.

Attachments:

Advanced Funding Agreement

Map of Improvements

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the City of College Station, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, 227, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, Commission Minute Order Numbers 001111, 108087, 108410, 108812 and 109460 authorize the State to undertake and complete a highway improvement generally described as the widening of a non-freeway facility consisting of grading, structures, concrete pavement, signals and illumination; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as the installation of opticom and enforcement lights, and the construction of an additional travel lane on SH 30 (Harvey Road) and the construction of a directional left-turn opening in the proposed raised median on BS 6-R (Texas Avenue). These elements will be added to the existing contract in order to provide added left turns to the commercial development on the northeast corner of this intersection, hereinafter called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

Article 2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities, which is attached to and made a part of this contract.

In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government at no cost to the State.

This work will be added by change order to the existing highway improvement project referenced above. The State will provide the Local Government with a detailed estimate of the engineering and construction costs to be incurred. Prior to the State authorizing the contractor to begin this work, the State must receive the Local Government's payment for its financial participation in the total cost of the Project.

Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project.

Article 3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

Article 4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right-of-way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

Article 5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document.

If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and

month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider.

Page 2 of 6

Article 7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

Article 8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

Article 9. Increased Costs

In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within 45 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 11 - Termination. If this is a fixed price agreement as specified in Attachment A, Payment Provision and Work Responsibilities, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the local government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

Article 10. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

Article 11. Termination

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties;
- ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein;
- ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.
- ◆ by the Local Government if the cost for completion of the Project exceeds the amount for such Project as described in Attachment A.

If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.

- ◆ Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

Article 12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
Mr. Glenn Brown City Manager, City of College Station P.O. Box 9960 College Station, Texas 77842-9960	Mr. Bryan Alan Wood, P.E. Bryan District Engineer 1300 North Texas Avenue Bryan, Texas 77803-2760

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

Article 13. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

Article 14. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

Page 4 of 6

Article 15. Amendments

By mutual written consent of the parties, this contract may be amended prior to its expiration.

Article 16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Article 18. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

THE LOCAL GOVERNMENT

Name of the Local Government City of College Station

By _____ Date _____

Typed or Printed Name and Title Ben White, Mayor, City of College Station

ATTEST:

Connie Hooks, City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

City Attorney
Date: _____

 Chief Financial Officer

Date: _____

ATTACHMENT A

Payment Provision and Work Responsibilities

The Local Government requested an additional travel lane on SH 30 (Harvey Road) and the placement of a directional left-turn opening in the proposed raised median on BS 6-R (Texas Avenue) be constructed in order to provide added left turns to the commercial development on the northeast corner of this intersection. This work will be constructed as part of the BS 6-R (Texas Avenue) widening project. As part of the work described above, the Local Government will furnish to the State the Opticom and Red Light Indicator equipment to be installed as part of this Project. The cost of installing this equipment will be shared equally by the Local Government and the State. The Local Government's total estimated participation in this Project is \$214,552 and includes construction items, construction engineering and contingencies. The Local Government and State have estimated the project to be as follows:

Estimated Project Budget

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
ESTIMATED CONSTRUCTION COSTS							
Construction Cost for SH 30 Widening	\$150,310	0%	\$0	0%	\$0	100%	\$150,310
Construction Cost for BS 6-R Median Break	\$5,218	0%	\$0	0%	\$0	100%	\$5,218

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
Construction Cost for BS 6-R Deceleration Lane	\$28,253	0%	\$0	0%	\$0	100%	\$28,253
Installation of Opticom and Red Light Indicator Equipment (furnished by the Local Government with the installation costs shared equally between the Local Government and the State)	\$15,565	40%	\$6,226	10%	\$1,556	50%	\$7,783
TOTAL ESTIMATED CONSTRUCTION COST	\$199,346	n/a	\$6,226	n/a	\$1,556	n/a	\$191,564
Direct State Costs (includes construction engineering and contingencies estimated at 12 percent of construction cost)	\$23,922	n/a	\$0	n/a	\$934*	n/a	\$22,988
Indirect State Costs (no local participation required except for service projects)	N/A	0%	N/A	0%	N/A	0%	N/A
TOTAL ESTIMATED COST	\$223,268		\$6,226		\$2,490		\$214,552

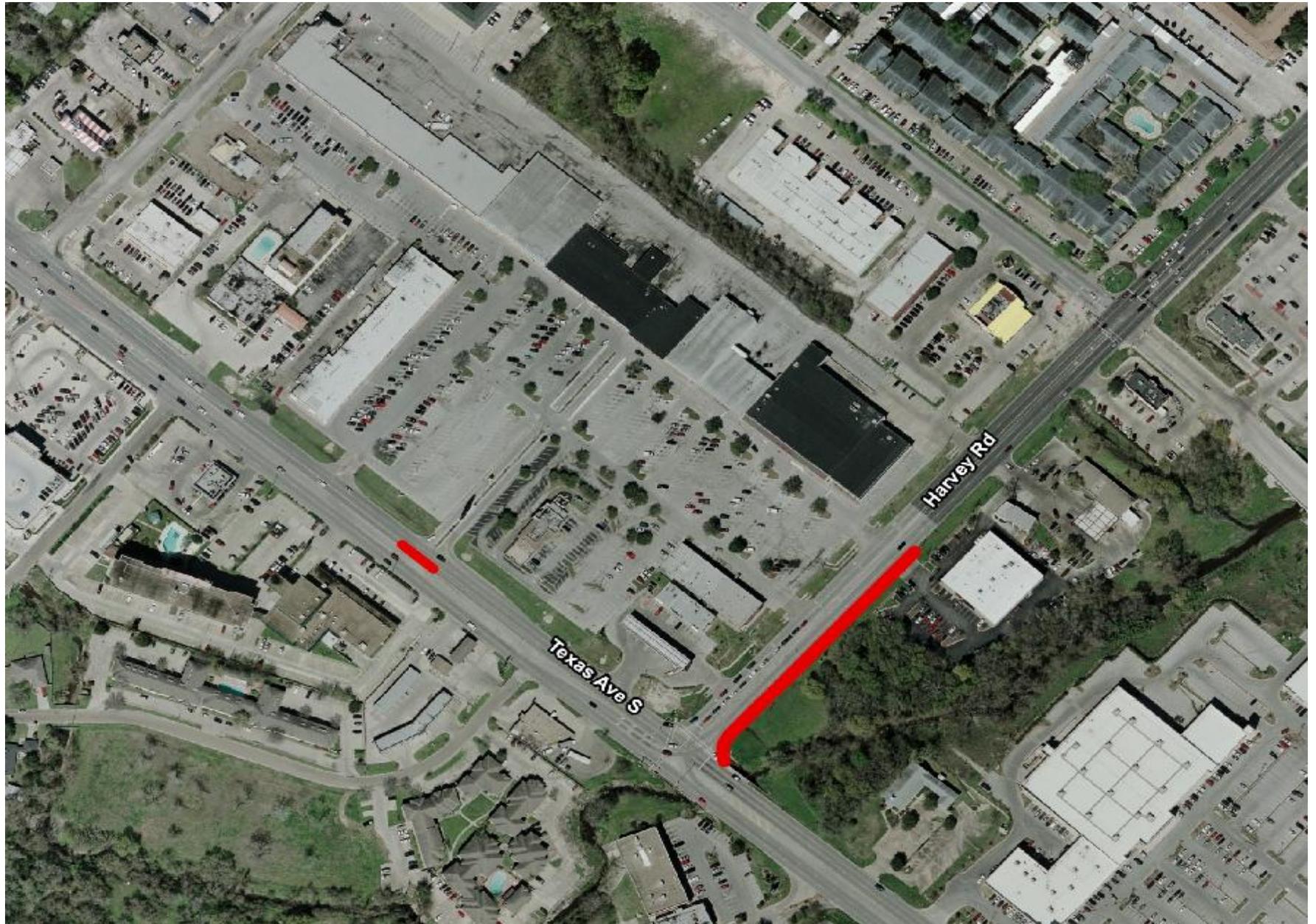
* Calculated based on 12% of the combined total federal and state estimated construction cost.

It is further understood that the State will include only those construction items for the improvements as requested and required by the Local Government. This is an estimate only; final participation amounts will be based on actual charges to the Project.

The State and the Local Government shall be responsible for the maintenance of the state highway system after completion of the Project in accordance with the Municipal Maintenance Agreement in effect at the time the maintenance is required.

CSJ: 0050-01-060
District: 17 (Bryan)
Code Chart 64: 09050 (College Station)
Project: STP 2004(390)

Map of Improvements



February 14, 2008
Consent Agenda 2g

Modification of the Note for the Santour Court Affordable Housing Development

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, discussion and possible action on a resolution approving a modification and extension of the Note for the loan of HOME Investment Partnership (HOME) Program funds for the Santour Court Housing Tax Credit development; and authorization for the Mayor to sign the resolution.

Recommendation(s): Staff recommends approval of the Modification and Extension of Note Agreement, which will modify the existing Note by changing the interest due from 0.0% to 4.3%, or the applicable federal rate at the time the loan is funded for the first fifteen (15) years of the loan.

Summary: On September 13, 2007 the City Council unanimously approved a resolution (#09-13-2007-2k) approving a contract for the loan of \$500,000 in HOME Investment Partnership Grant funds (Contract #08-016) for the Santour Court Housing Tax Credit development. This proposed residential development was submitted in response to RFP #07-06. The development is to be located on Santour Court, south of Eagle Avenue between Renee Lane and Lienz Lane, in Edelweiss Gartens Phase 7 Subdivision. The developer is Mr. Emanuel Glockzin of Homestead Development Group, Ltd., acting on behalf of Santour Court, Ltd. The development consists of sixteen (16) four-bedroom, brick, single-family, affordable rental homes financed with Housing Tax Credits, private loan funds, developer equity, and the City's HOME Investment Partnership Program funds.

The original agreement specified that the loan was a zero percent (0%)-interest loan for a period of 40 years. In an effort to be consistent with all applicable Housing Tax Credit funding requirements, the developer has requested a modification to the note allowing for it to bear interest at a rate of 4.3%, or the applicable federal rate at the time the loan is funded, compounded annually until 2025. Principal and interest payments will be due on December 31, 2047, with an option to extend the maturity date for twelve more years, with additional interest.

Budget & Financial Summary: The funding from the City's HOME Investment Partnership Grant is \$500,000, structured as a long-term loan and repaid to the City at the end of the 40-year Housing Tax Credit affordability period. Funding was approved by the City Council in the Fiscal Year 2007-2008 Community Development One-Year Plan of Action and Budget. This note amendment will result in expected total proceeds to the City of \$1,022,829 at maturity; \$500,000 in principal, and \$522,829 in interest.

Attachments:

- 1 Resolution
- 2 Modification and Extension of Note Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A MODIFICATION AND EXTENSION OF NOTE AGREEMENT FOR THE LOAN OF HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS TO SANTOUR COURT, LTD.

WHEREAS, the City of College Station received a request from Santour Court, Ltd., an affordable rental housing development, to modify the Note for the loan of Home Investment Partnership Grant funds; and

WHEREAS, Santour Court, Ltd. has received an award from the Texas Department of Housing and Community Affairs for a tax credit allocation for the year 2007; and

WHEREAS, The City Council previously unanimously approved a resolution (# 9-13-2007-2k) for this specific affordable housing development on September 13, 2007; and

WHEREAS, the construction of affordable rental housing is in accordance with the City of College Station 2005-2009 Consolidated Plan which demonstrates a need for this type development; now, therefore,

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

PART 1: That the City Council hereby approves the Modification and Extension of Note Agreement with Santour Court, Ltd., modifying the original Note from 0% interest to 4.3% interest rate, or the Applicable Federal Rate at the time of funding of the Loan, and providing for the possibility of extending the loan term.

PART 2: It is found and determined that the meeting at which this Resolution passed was open to the public as required, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

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

ADOPTED this _____ day of _____, A.D. 2008.

APPROVED

ATTEST:

CONNIE HOOKS, City Secretary

BEN WHITE, Mayor

APPROVED:

City Attorney

RENEWAL, MODIFICATION AND EXTENSION AGREEMENT

DATE: _____

BORROWER: SANTOUR COURT, LTD., A TEXAS LIMITED PARTNERSHIP

BORROWER'S MAILING ADDRESS: 4500 Carter Creek Parkway, Suite 101
Brazos County
Bryan, Texas 77802

LENDER: CITY OF COLLEGE STATION, TEXAS

LENDER'S MAILING ADDRESS: P.O. Box 9960
Brazos County
College Station, Texas 77842

PLACE OF PAYMENT: City of College Station
1101 Texas Avenue
Brazos County
College Station, Texas 77842

PRINCIPAL AMOUNT: FIVE HUNDRED THOUSAND
AND NO/100 DOLLARS (\$500,000.00)

**ANNUAL INTEREST RATE ON
UNPAID PRINCIPAL FROM DATE:** 4.30% per annum, beginning on August 1,
2009 unless the applicable federal rate on
August 1, 2009 is greater than 4.3%, then
the applicable interest rate shall be the
current federal rate on that date. Such
interest rate shall be compounded annually
until paid in full or until December 31, 2047.
Applicable federal rate shall be as defined in
Section 1274(d)(1) of the Internal Revenue
Code, as amended.

MATURITY DATE: December 31, 2047

EXTENDED MATURITY DATE OF NOTE:
The Note renews and extends the balance of FIVE HUNDRED THOUSAND AND
NO/100 DOLLARS (\$500,000.00) that BORROWER owes on a prior note in the original
principal amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS

(\$500,000.00), which is dated October 31, 2007, executed by Elaina D. Glockzin, and payable to the order of City of College Station. The prior note is more fully described in and secured by a deed of trust on the Property, which is dated October 31, 2007 and recorded in Volume 8309, Page 151, Official Records of Brazos County, Texas. Borrower acknowledges that the lien securing the prior note is valid, that it subsists against the Property and that by this agreement it is renewed and extended in full force to secure payment of the Note.

The maturity date of the Note may be further extended until December 31, 2059 upon written agreement of both parties. If both parties agree to extend the Note through December 31, 2059, interest on the then outstanding Principal and Interest total amount shall begin to accrue. Interest rate shall be 4.3% per annum, unless the applicable federal rate on December 31, 2059 is greater than 4.3%, then the applicable interest rate shall be the current federal rate on that date. Such interest rate shall be compounded annually until paid in full or until December 31, 2059.

PROPERTY (including any improvements):

Lots Fourteen (14) through Twenty-six (26), and Lots Forty (40) through Forty-two (42), Block Fourteen (14), EDELWEISS GARTENS PHASE SEVEN, an addition to the City of College Station, Brazos County, Texas, according to the Replat recorded in Volume 7960, Page 194, Official Records of Brazos County, Texas.

1. BORROWER'S PROMISE TO PAY

A. Purpose. This Note implements requirements applicable to assistance furnished by the City of College Station Economic and Community Development Office ("Lender") to Santour Court, Ltd., ("Borrower"). This Program is being carried out by Lender using HOME funds pursuant to Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended (42 United States Code §§ 12701 et seq.) and 24 Code of Federal Regulations Part 92. The Lender has assisted the Borrower in constructing the Property for use as an affordable rental housing development. The Lender or any authorized party who takes this Note by assignment and is entitled to receive amounts due under this Note is called the "Note Holder."

B. Obligation to Repay Principal. Borrower hereby promises to pay FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) to the order of Lender. Payment of Principal under this Note will be due on the first day of the forty-first (41st) year after the date of execution of this Note. The amount of Principal that remains outstanding shall be due and payable on the Closing Date of any Sale, as defined in Paragraph 3.A., or in the event of Default, as stated in Paragraph 4.

2. INTEREST

A. Interest shall accrue hereunder at the rate of four and 30/100s (4.30%) percent per annum (the "Base Rate"), compounded annually beginning on August 1, 2009 unless the applicable federal rate on August 1, 2009 is greater than 4.3%, then the applicable interest rate shall be the current federal rate on that date. Such interest rate shall be compounded annually until paid in full or until December 31, 2025. In the event of a Sale prior to the annual compounding of interest, Borrower agrees to pay a pro-rated share of interest that would have accrued to the point of Sale in that year.

B. Notwithstanding any provisions hereof to the contrary, effective January 1, 2026 and thereafter until December 31, 2047, the Base Rate shall be 0%.

C. Payment of interest shall be deferred until maturity, and shall be due and payable on December 31st, 2047.

3. PAYMENT DUE ON SALE

A. Sale. For purposes of this Note, a "Sale" means any sale or transfer of the Property, or any interest therein (including a beneficial interest), from a Borrower to any other person or entity. As used herein the term Sale includes, but is not limited to, any transfer of any interest in the Property that results from the death, divorce, legal separation, or legal incapacity of a Borrower. Borrower authorizes the Note Holder, in its sole discretion, to determine whether any transfer, sale, transaction, or other event that substantially affects Borrower's or Note Holder's interests in the Property constitutes a Sale as defined herein.

B. Notice. Borrower agrees to mail, certified mail, return receipt requested, or hand deliver notice of any proposed Sale and a copy of any sales contract to the Note Holder at least fourteen (14) calendar days before the proposed Closing Date or other date on which the transfer shall become effective.

C. In the event of a Sale within the forty (40) years after the date of this Note, Borrower will pay the Principal and Interest then outstanding under Paragraphs 1.B and 2.A to the Note Holder on the Closing Date or other effective date of the transfer.

4. DEFAULT

A. **Events of Default.** Any of the following events shall constitute a Default under this Note, as of the date of the Notice of Default under Paragraph 4.B:

(i) **Any Transfer of the Property Other than a Sale.** Sale is defined in Paragraph 3.A. Any transfer of the Property or any interest therein (including a beneficial interest) that is not a Sale as defined in Paragraph 3.A. is a Default under this Note.

(ii) **Any Default under the Deed of Trust.**

(iii) **Borrower's Fraud or Misrepresentation.** Any willful misstatement of, or failure to disclose, a material fact by Borrower relating to his or her eligibility for assistance with respect to the Property under the Lender's program is a Default under this Paragraph. Recovery against the Borrower responsible for the fraud or misrepresentation is not limited to the proceeds of fraud or sale of the Property but may include personal judgment and execution thereon to the full extent authorized by law.

(iv) **Failure to Pay Principal Upon Sale of Property.** If, in the event of a Sale of the Property, Borrower for any reason fails to provide Notice as required under Paragraph 3.B. of this Note or fails to pay the Principal and Interest then outstanding on the Closing Date of the Sale or other effective date of the transfer as required under Paragraph 3.C., Borrower shall be in default under this Note.

B. Notice of Default and Amount Due. If Borrower is in Default, the Note Holder may send Borrower a written Notice of Default stating the reason Borrower is in Default and demanding immediate payment of the following: (i) the full amount of Principal and Interest then due on this Note; (ii) all of the interest that accrues on that amount pursuant to Paragraph 2 of this Note from the date of the Notice of Default until paid, and (iii) all of the Note Holder's costs and expenses reimbursable under Paragraph 4.C.

C. Payment of Note Holder's Costs and Expenses. If the Note Holder has provided Borrower with a Notice of Default under Paragraph 4.B., the Note Holder has the right to be repaid from the proceeds of foreclosure for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include for example, reasonable attorneys' fees.

D. No Waiver By Note Holder. Even if, at any time when Borrower is in Default, the Note Holder does not require Borrower to pay immediately in full under Paragraph 4.B., the Note Holder will still have the right to do so if Borrower is in Default for the same reason, or for another reason, at any later time.

E. Interest Penalty. Borrower agrees to pay interest at a yearly rate of ten percent (10%) per annum on the then-outstanding Principal balance of this Note from the date of any Notice of Default until paid in full or until the Default has been remedied.

5. GIVING OF NOTICES

Any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the Borrower's Mailing Address above, or at a different address if Borrower gives the Note Holder written notice of a different address to the Beneficiary's mailing address as listed in the Deed of Trust.

The Note Holder further agrees to provide Borrower notice in writing of any default hereunder or under any other loan document to the addresses set forth below:

Santour Court, Ltd.
Attn: Emanuel H. Glockzin, Jr.
P. O. Box 3189
Bryan, Texas 77805

with a copy to:
Christopher J. Smitherman
3000 Briarcrest Drive, Suite 512
Bryan, Texas 77802

with a copy to:
Boston Capital Corporate Tax Credit Fund
XXIX, a Limited Partnership
c/o Boston Capital Partners, Inc.
One Boston Place
Boston, Massachusetts 02108

Except as stated in Paragraph 3.B., any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the "Place of Payment" address shown on page 1 of this Note, or at a different address, if Borrower is given a notice of that different address.

6. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed from the proceeds of a Sale of the Property. Any person who is a guarantor, surety or endorser of this Note is also obligated to the same extent. Any person who takes over these obligations including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all signers, successors, guarantors, sureties, or endorsers together.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of Presentment and Notice of dishonor. "Presentment" means the right to require that the Note Holder formally demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

8. SENIOR LIENS

The indebtedness evidenced by this Note is subordinate in all respects to the indebtedness evidenced by one or more notes payable to one or more Senior Lien Holders, which notes are secured by the following "Senior Lien":

A first and superior Deed of Trust dated October 31, 2007, filed for record in the Official Records of the Office of the County Clerk of Brazos County on October 31, 2007, under Clerk's File Number 00980706 from Santour Court, Ltd., to Gail Kolle Hoad, Trustee, for the benefit of First Victoria National Bank, securing a Promissory Note of even date therewith, in the principal amount of \$750,000.00, from Santour Court, Ltd., and payable to the order of First Victoria National Bank, as provided therein.

9. DEED OF TRUST

In addition to the protections given to the Note Holder under this Note, a Deed of Trust dated the same date as this Note and subordinate to any Senior Liens described above, secures this Note. The subordinate Deed of Trust describes the conditions under which the Borrower may be required to make immediate payment in full of all amounts owed under this Note. One of those conditions, as set forth therein, is as follows:

Transfer of the Property

If all or any part of the Property or any interest in it (including a beneficial interest) is sold or transferred without notice to the Note Holder and compliance with the terms of the Note and this Deed of Trust, the Note Holder will require immediate payment in full of all sums secured by this Deed of Trust. In the event of such a sale, or in the event of any other Default under the Note or the Deed of Trust, the Note Holder may give the Borrower Notice of Default and acceleration under Paragraph 4 of the Note.

10. RELEASE AND SATISFACTION

This Note shall be deemed satisfied and Borrower shall be entitled to a release of the Deed of Trust upon payment of a reasonable fee, as determined by the Note Holder, for preparation and recordation of the release under any of the circumstances: (a) if upon the Closing Date or other effective date of a Sale in accordance with Paragraph 3, the

then-outstanding Principal and Interest balance is paid in full; (b) upon payment of all amounts due upon Default under Paragraph 4.

11. COMPLIANCE WITH ENVIRONMENTAL LAWS

Borrower agrees to comply with all applicable environmental laws and authorities.

12. MAINTENANCE OF PROPERTY

The Property must be maintained to meet all applicable City codes, including community appearance standards and code enforcement ordinances.

13. GOVERNING LAW

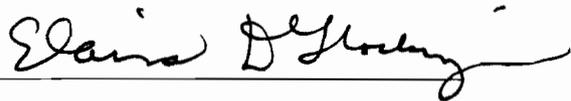
This Note and the Deed of Trust shall be governed by the law of the State of Texas. Venue shall lie with a court of competent jurisdiction in Brazos County, Texas.

The Note and the Deed of Trust Documents continue as written, except as provided in this agreement.

Borrower acknowledges and agrees that this Renewal, Modification and Extension Agreement will not be considered a novation of account or a new contract but that all rights, titles, powers, liens, security interests, and estates created by the prior note and deed of trust securing it constitute a valid and subsisting lien against the Property. Borrower also acknowledges that by this Agreement Lender and Lender's heirs, successors, and assigns are subrogated to all rights, titles, powers, security interests, and liens that accrued to the original holder and owner of the prior note.

SANTOUR COURT, LTD., A TEXAS
LIMITED PARTNERSHIP

By:



February 14, 2008
Consent Agenda Item 2h
U-turn Prohibitions at the Texas Avenue and Harvey Road intersection

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," Section 2(N) of the Code of Ordinances of the City of College Station to prohibit u-turns for northbound traffic on Texas Avenue at the intersection of Harvey Road.

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

Summary: This item will amend Chapter 10, "Traffic Code," by prohibiting u-turns for northbound traffic on Texas Avenue at the intersection of Harvey Road. Currently, the Texas Department of Transportation has restricted u-turns for northbound Texas Avenue traffic at the Harvey Road intersection to improve safety. The intersection was not designed with a left turn lane to separate the u-turning traffic from the through traffic, nor was a separate left turn signal installed.

Without the restriction, vehicles will attempt a u-turn from the inside through lane. As this vehicle waits for an acceptable opening in southbound traffic, the queue of cars behind him will increase, resulting in an increased potential of a rear-end collision.

The Police Department had problems with this intersection until TxDOT installed the NO UTURN signs. The signs prohibiting u-turns will be removed by TxDOT once the construction of Texas Avenue is complete.

Budget & Financial Summary: The "No U-turn" signs are planned operation and maintenance expenses accounted for in the Public Works Traffic Operation budget.

Attachments:

1. Ordinance
2. Location map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING SECTION TWO, SUB-SECTION N "U-TURN PROHIBITIONS" TO INCLUDE NORTHBOUND U-TURNS ON TEXAS AVENUE AT THE INTERSECTION OF HARVEY ROAD; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 10, "Traffic Code", 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 Hundred Dollars (\$200.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

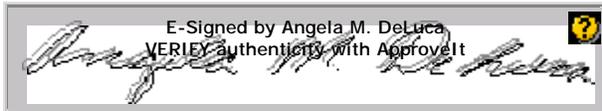
PASSED, ADOPTED and APPROVED this _____ day of _____, 2008.

APPROVED:

MAYOR

ATTEST:

City Secretary

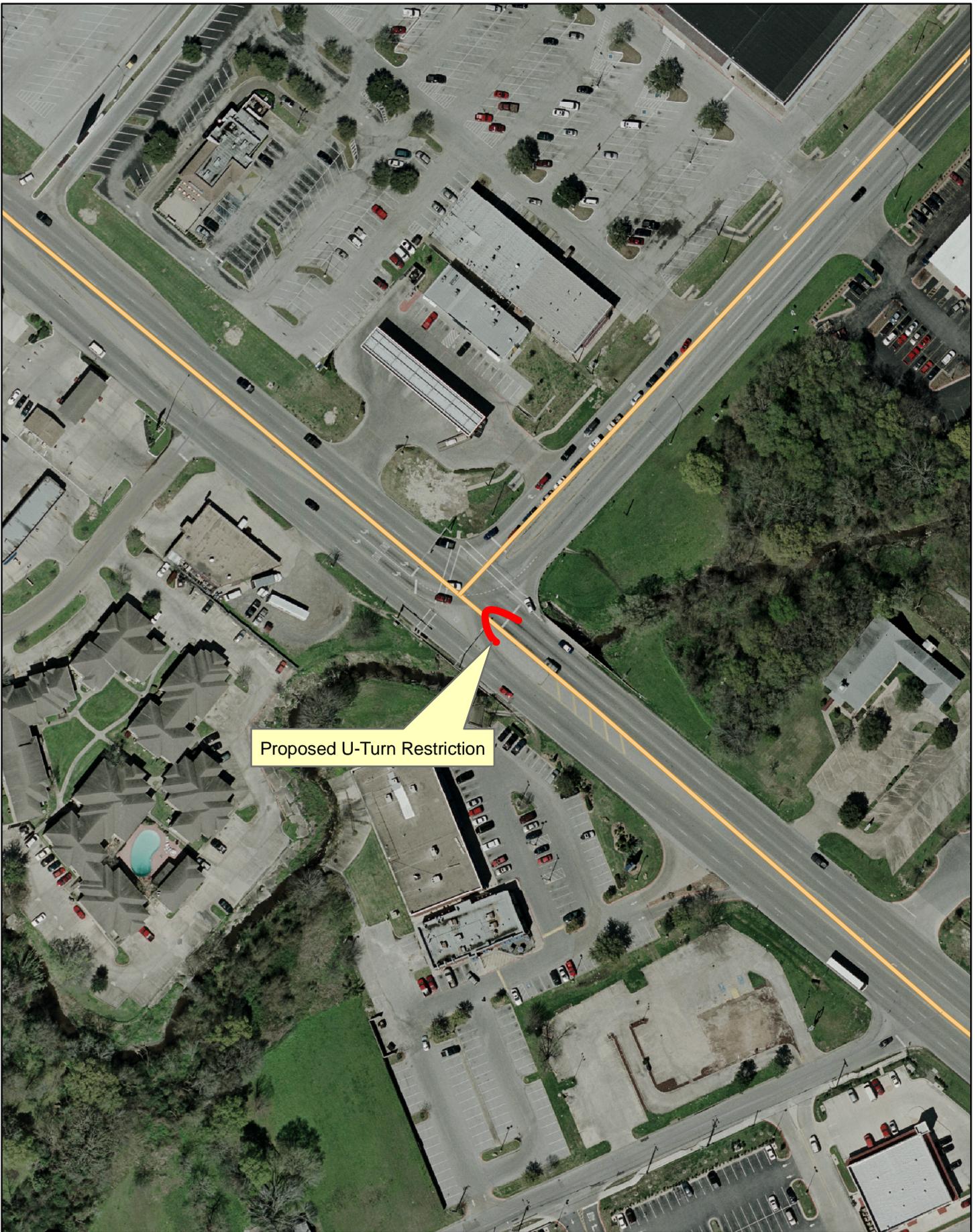


City Attorney

EXHIBIT “A”

That Traffic Control Device Inventory - Schedule XI as referenced in Chapter 10, “Traffic Code”, Section 2 “Traffic Control Devices”, sub-section N “U-Turn Prohibitions” is hereby amended to include the following:

“Texas Avenue – NO U-TURNS on northbound Texas Avenue at the intersection of Harvey Road.”



Proposed U-Turn Restriction



Texas Avenue U-Turn Restriction

0 65 130
Feet

**February 14, 2008
Consent Agenda Item 2i
University Widening AFA**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation possible action and discussion of a resolution authorizing the Mayor to execute an Advance Funding Agreement (AFA) with THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) to provide funds for the acquisition of property for the widening of FM 60.

Recommendation(s): Staff recommends that Council approve the resolution and that the AFA be executed.

Summary: TxDOT has requested that the City enter into a contractual agreement and acquire Right of Way for the highway project to widen FM 60 (University Drive) from SH 6 to FM 158 in College Station. The agreement has the City paying 10% of the costs of right-of-way and utility relocations needed for the highway widening project. The estimated amount of the City's share is \$484,200.00.

The widening of this section of University Drive has been identified as a high priority project by the City and the project is on the MPO's priority project list. The City's approval of this agreement will allow TxDOT to begin design and to begin the right-of-way purchase process.

Budget & Financial Summary: In 2002, \$247,000 of debt was issued in for the design of the widening of University Drive. At that time, the City was going to design and TxDOT was going to construct the project. We are now recommending that the \$247,000 that was previously issued for the design of University Drive Widening be used toward the ROW payment (TxDOT will now be designing the project). An additional \$253,000 will be needed and we recommend that this be included on a future FY08 budget amendment. These additional funds will come from the Streets Capital Projects Fund balance.

Attachments:

1. Resolution
2. Advance Funding Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO PROVIDE FUNDS FOR THE ACQUISITION OF PROPERTY FOR THE WIDENING OF FM 60.

WHEREAS, the Texas Department of Transportation has requested that the City of College Station (City) enter into a contractual agreement and acquire Right of Way for the highway project on FM 60 (University Drive) from SH 6 to FM 158 in College Station; and

WHEREAS, the City Council of the City of College Station, Texas, desires to voluntarily contribute to the State funds equal to ten (10) percent of the cost of the said Right of Way for the proper development and construction of the project; and

WHEREAS, the completion of the improvement to FM 60 (University Drive) is crucial to the enhancement of circulation and safety; now, therefore,

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

PART 1: That the City Council hereby accepts responsibility for ten (10) percent of the cost of said Right of Way which is currently estimated at \$484,200.00 for the improvement of FM 60 (University Drive) from SH 6 to FM 158 in College Station.

PART 2: That the Texas Department of Transportation will be responsible for acquiring all property required for the project in accordance with policies of the Texas Department of Transportation and with applicable Federal and State laws governing the acquisition of real property.

PART 3: That the City Council hereby authorizes the Mayor to execute an agreement with the Texas Department of Transportation on behalf of the City of College Station.

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

ADOPTED this _____ day of _____, A.D. 2008.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney



AGREEMENT TO CONTRIBUTE FUNDS - LOCAL GOVERNMENT

County: Brazos
 District: Bryan

Federal Project No: NA
 Highway: FM 60

ROW CSJ No: 0506-01-090

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and the City of College Station, Texas acting by and through its duly authorized officials pursuant to a Resolution dated the _____ day of _____, _____, hereinafter called the **Local Government**, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** and the **Local Government** hereby agree to enter into a contractual agreement to acquire right of way and adjust utilities for a highway project on Highway No. FM 60 with the following project limits:

From: SH 6

To: FM 158; and

WHEREAS, the **Local Government** requests that the **State** assume responsibility for acquisition of all necessary right of way and adjustment of utilities for said highway project; and

WHEREAS, the **Local Government** desires to voluntarily contribute to the **State** funding participation as defined in 43 TAC, §15.55 for the cost of acquiring said right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the **Local Government** shall contribute to the **State** an amount equal to ten percent (10%) of the cost of the right of way to be acquired by the **State** and shall transmit to the **State** with the return of this agreement, duly executed by the **Local Government**, a warrant or check in the amount of Four Hundred Eighty-Four Thousand Two Hundred and 00/100----Dollars (\$484,200.00), which represents ten percent (10%) of Four Million Eight Hundred Forty-Two Thousand and 00/100----Dollars (\$4,842,000.00), the estimated total cost of the right of way. If however, it is found that this amount is insufficient to pay the **Local Government's** obligation, then the **Local Government** will within thirty (30) days after receipt of a written request from the **State** for additional funds, transmit to the **State** such supplemental amount as is requested. The cost of providing such right of way acquired by the **State** shall mean the total value of compensation paid, either through negotiations or eminent domain proceedings, to the owners for their property interests, plus costs related to the relocation, removal or adjustment of eligible utilities.

Whenever funds are paid by the **Local Government** to the **State** under this agreement, the **Local Government** shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the **State** in an escrow account to be managed by the **State**. Funds in the escrow account may only be applied to this highway project. Upon completion of the highway project and in the event the total amount as paid by the **Local Government** is more than ten percent (10%) of the actual cost of the right of way, any excess amount will be returned to the **Local Government** by the **State**, or upon written request of the **Local Government**, the excess amount may be applied to other **State** highway projects in which the **Local Government** is participating.

In the event any existing, future, or proposed **Local Government** ordinance, commissioners court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than **State** or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the **State**, then the **Local Government** will pay one hundred percent (100%) of all such increased costs, even if the applicable county qualifies as an economically disadvantaged county. The amount of the increased costs associated with the existing, future, or proposed **Local Government** ordinance, commissioners court order, rule, policy, or other directive will be determined by the **State** at its sole discretion.

The **Local Government** shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the **State** and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the **State** and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The **State** auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the **State** auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

THE LOCAL GOVERNMENT

By: _____

Title: _____

Date: _____

EXECUTION RECOMMENDED:

District Engineer, Bryan District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____

John P. Campbell, P.E.
Right of Way Division Director

Date: _____

February 14, 2008
Consent Agenda 2j
Semi-Annual Report – Impact Fee 03-02

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, discussion and possible action, regarding a Semi-Annual Report for Impact Fee 03-02 known as Steeplechase Sewer Impact Fee.

Recommendation(s): Staff recommends acknowledgment of the Semi-Annual Report for Impact Fee 03-02.

Summary: The City of College Station Ordinance Chapter 15, Impact Fees, designates the Planning and Zoning Commission as the Advisory Committee for review, advisement, and monitoring of proposed and existing impact fees. In accordance with Local Government Code 395.058(c)(4), the Advisory Committee considered the following update data and acted to report directing staff to forward to City Council.

Currently the City of College Station has five impact fees in existence. As noted in the subject, this Semi-Annual Report addresses one of the five impact fees. The remaining four impact fees are addressed under separate, future 5-Year Update Report. The following is a status report for the subject impact fee:

03-02 Sanitary Sewer (Steeplechase) (715 acres) \$300.00/LUE

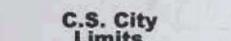
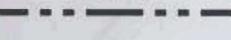
This fee was initially implemented in June 2003 @ \$300.00/LUE and has not been revised. This CIP was constructed in two phases of sanitary sewer line construction in compliance with the proposed construction in the original report establishing the fee. Phase one crossed Wellborn Road and terminated at Old Wellborn Road consisting of 2,347 linear feet of 18 inch sewer line with a construction cost of \$296,642. Phase two continued the line along Old Wellborn Road and terminated across RPR West. Phase two consisted of 6,281 linear feet of 12 inch line and 2,062 linear feet of 18 inch line for a construction cost of \$529,088 and a land cost of \$87,133. The design cost for the combined phases was \$148,023. The total actual cost was \$1,091,886 which was less than the original report estimated at \$1,596,137. A 5-Year Update Report is due this year which would appear to reduce this fee if the Land Use Assumptions are not significantly changed for this service area. To date the original Land Use Assumptions (attached) have not changed and remain valid. There has been minimal development in this impact fee area since implementation and only \$1200.00 in associated fees have been collected.

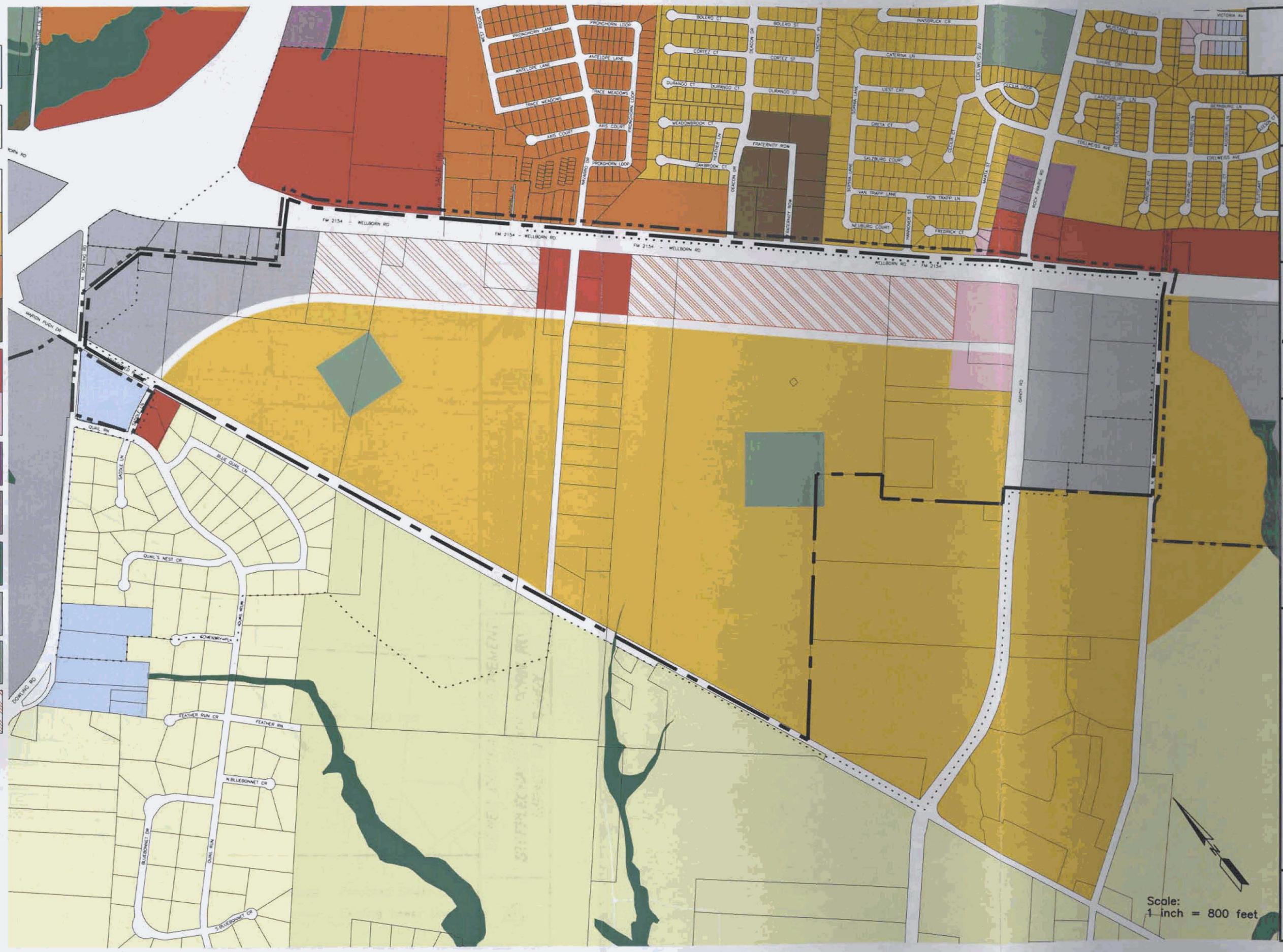
Budget & Financial Summary: N/A

Attachment:

1. Proposed Land Use Map

LEGEND:

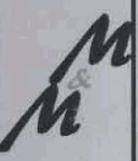
- Institutional** 
- Rural Density** 
- Residential Low Density** 
- Residential Med Density** 
- Residential High Density** 
- Residential Attached** 
- Retail Regional** 
- Retail Neighborhood** 
- Mixed Use** 
- Office** 
- Floodplain/Streams** 
- Industrial R&D** 
- Parks** 
- Transitional** 
- C.S. City Limits** 
- Anexation Area** 
- Sewer Service Area** 



Scale:
1 inch = 800 feet

APRIL, 2003
Designed by JMM
Drawn By JLD
Checked By VJBM

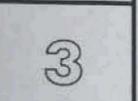
Revisions



Civil Engineering
Hydrology, Hydrogeology
Utility Planning & Design
Site Planning & Design
Street Design
Subdivision Planning & Design

Mitchell & Morgan, L.L.P.
Consulting Engineers and Constructors
511 University Drive East, Suite 204
College Station, TX 77840
(409) 260-6963 Fax: (409) 260-3564

**PROPOSED LAND USE
STEEPLECHASE-WELLBORN RD.
IMPACT FEE STUDY**



February 14, 2008
Consent Agenda Item 2k
Resolution Setting a Public Hearing – Impact Fees 92-01, 97-01, 97-02B, and 99-01

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, discussion and possible action, regarding a Resolution setting a public hearing to update Impact Fees 92-01, 97-01, 97-02B, and 99-01.

Recommendation(s): Staff recommends approval of Resolution.

Summary: The City of College Station Ordinance Chapter 15, Impact Fees, designates the Planning and Zoning Commission as the Advisory Committee for review, advisement, and monitoring of proposed and existing impact fees. In accordance with Local Government Code 395.047, 395.049, and 395.052, the Advisory Committee met on January 17th, confirmed the need to update the subject impact fees, and request City Council to set a public hearing for March 27th City Council Meeting. A 5-yr update report will be provided for the March 27th Council Meeting.

This item is an administrative requirement for our current project specific impact fees. Staff is reviewing the possibility of a "city wide" impact fee and will be presenting that in the context of our comprehensive plan revision.

Budget & Financial Summary: N/A

Attachment:

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING THE CITY OF COLLEGE STATION, TEXAS TO CALL FOR A PUBLIC HEARING ON AMENDMENT OF WATER AND WASTEWATER IMPACT FEES.

WHEREAS, the City of College Station has implemented impact fees in accordance with Chapter 395 of the Texas Local Government Code; and

WHEREAS, the Impact Fee Advisory Committee acted on January 17, 2008, confirming the need to update the subject impact fees, and requests City Council to set a public hearing; now, therefore,

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

PART 1: The City Council of the City of College Station, Texas hereby adopts by resolution a call for a public hearing to be held during the regular Council session on March 27th, 2008, at 7:00 p.m. in the City Council Chambers at 1101 Texas Avenue, College Station, Texas. The purpose of this public hearing is to receive public comment concerning the amendment of land use assumptions and a capital improvements plan and the imposition of impact fees for the water and sewer utilities. Public notice of such hearing will be made at least 30 days in advance of the hearing according to legal criteria set forth in Chapter 395.055 of the *TEXAS LOCAL GOVERNMENT CODE*.

ADOPTED this _____ day of _____, A.D. 2008.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



City Attorney

February 14, 2008
Consent Agenda 2L
Amending Resolution No. 4-25-96-3-B

To: Glenn Brown, City Manager

From: Warren Struss, Interim Director Parks and Recreation Department

Agenda Caption: A Resolution of the City Council of the City of College Station, Texas, amending Resolution No. 4-25-96-3-B describing the use of funds that are in the endowment fund created for the College Station Cemetery, and providing an effective date.

Recommendation(s): Staff recommends approval of this resolution amending Resolution No. 4-25-96-3-B. In addition, this resolution was considered by the Cemetery Advisory Committee during the February 5, 2008 meeting. The Cemetery Advisory Committee made a recommendation to the College Station City Council for approval of the resolution as presented. This recommendation was a 6 to 0 vote, with 6 of 9 members present.

Summary: Resolution No. 4-25-96-3-B established an Endowment Fund for the College Station Cemetery located at 2580 Texas Avenue South. During the development of a staff recommendation for a fund for the new Memorial Cemetery of College Station, Resolution No. 4-25-96-3-B was reviewed and it was determined that some language needed to be altered.

State statutes require that money placed in an Endowment Fund for a cemetery can only be utilized for that cemetery. This amending resolution deletes the existing wording of Section C, Sub-Section 4 of Resolution 4-25-96-3-B, and replaces the deleted language with acceptable wording.

Budget & Financial Summary: None

Attachments:

- 1) Resolution No. 4-25-96-3-B
- 2) Amending Resolution No.

NO. 4-25-96-3-B

A RESOLUTION ESTABLISHING AN ENDOWMENT TO PROVIDE A MEANS BY WHICH THE CITY OF COLLEGE STATION MAY ACCEPT MONETARY OR OTHER GIFTS THAT MAY BE USED TO FUND THE FUTURE CARE, MAINTENANCE, OPERATIONS, AND IMPROVEMENTS TO THE CITY OF COLLEGE STATION CEMETERY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the position of the City Council of the City of College Station, Texas, that there is pride and sentiment accorded to the City of College Station Cemetery, 2580 Texas Avenue South, College Station, Texas (Cemetery) that affords an opportunity to establish an endowment that will help to support the existing Cemetery; and

WHEREAS, it is believed that other priorities of the community could result in a reduced commitment to the care and maintenance of the Cemetery at such time as when all plots and individual lots in said Cemetery are sold and in use as internment; and

WHEREAS, it is believed that establishing a reliable future funding through an endowment that receives gifts that will provide a corpus that may be used to produce income and such income may be used for future care, maintenance, operations, and improvements of the Cemetery;

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

The City of College Station, Texas designate a fund as the City of College Station Cemetery Endowment Fund (hereinafter referred to as Cemetery Fund) from which earnings may be used for the future care, maintenance, operations, and improvements to the City of College Station Cemetery.

- A. That the Cemetery Fund receive resources from the following as they become available:
 - 1. all assets and liabilities included in the existing cemetery fund;
 - 2. all proceeds from the sale of lots;
 - 3. gifts of money or other valuable assets given to provide a corpus that will provide investment earnings;
 - 4. investment earnings or direct earnings of all assets of the Cemetery Fund; and
 - 5. gifts of money or other valuable assets may be accepted to pay for specific items or projects in the Cemetery as included in the Cemetery Master Plan as approved by the Cemetery Board and as amended from time to time; and any excess remaining from the specific project shall remain a part of the corpus of the fund.
- B. That the Cemetery Committee of the City of College Station be empowered by the City Council of the City of College Station, Texas to develop and implement a

program to seek contributions to provide a corpus of funds and other assets that will provide earnings that may be used for the future care, maintenance, operations, and improvements for the Cemetery. Such program shall begin on or about January 1, 1996.

- C. That only the investment earnings of the Cemetery Fund for the current fiscal year and gifts in accordance with A. 5 above shall be available for appropriation and expenditures under the following circumstances:
 - 1. Beginning in the City's fiscal year 1999-2000 or earlier (see C.3), the City prepare a budget annually showing available resources and appropriations of those resources as a part of the normal operations of the City.
 - 2. Expenditures from the Cemetery Fund shall be made for future care, maintenance, operations, and improvements of the entire Cemetery.
 - 3. No expenditures of investment income should occur within the first five (5) years of the Cemetery Fund's existence or until annual proceeds are projected to reach at least fifty percent (50%) of projected annual operating and maintenance costs for the Cemetery Division, whichever comes first, and excepting gifts that are made in order to pay for specific items as included in the Cemetery Master Plan.
 - 4. Income of the fund shall not be used except for the support of the Cemetery and to reimburse the City for expenditures made in support of the Cemetery and for accounting for the Cemetery Fund unless such earnings exceed what is necessary for those purposes, in which case the excess funds may be used for similar expenditures at another cemetery owned and operated by the City of College Station, Texas.
- D. Investments of all resources available to the fund shall conform to the investment policy of the City of College Station, Texas, as approved by the City Council and as amended from time to time.
- E. The Cemetery Committee of the City of College Station, Texas, shall have the authority to review and to approve or deny acceptance of gifts for the Cemetery Fund in accordance with the uses of resources as indicated in this resolution as approved and amended.

PASSED AND APPROVED THIS 25TH DAY OF APRIL, 1996.

APPROVED:

LARRY RINGER, Mayor

ATTEST:

CONNIE HOOKS, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING RESOLUTION NO. 4-25-96-3-B, DESCRIBING THE USE OF FUNDS THAT ARE IN THE ENDOWMENT CREATED FOR THE CITY OF COLLEGE STATION CEMETERY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 25, 1996, the City of College Station, Texas, adopted Resolution No. 4-25-96-3-B establishing an endowment fund to provide a means by which the City of College Station may accept monetary or other gifts that may be used to fund the future care, maintenance, operations, and improvements to the City of College Station Cemetery; and

WHEREAS, it has been determined to clarify and update the purposes for which the monies in said endowment may be expended; 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 amends Resolution No. 4-25-96-3-B by deleting subsection 4 of section C thereof and substituting therefore a new subsection 4 of section C to read as set forth in Exhibit "A" attached hereto.

PART 2: That all of the terms, conditions, determinations and authorizations in Resolution No. 4-25-96-3-B shall remain in full force and effect except that the Resolution shall be amended to substitute the new subsection 4 of section C as set out in Exhibit "A."

PART 3: That if any provisions of any section of this resolution 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 resolution, which shall remain in full force and effect.

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

PASSED and APPROVED this _____ day of _____, 2008.

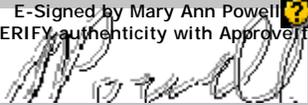
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

E-Signed by Mary Ann Powell
VERIFY authenticity with ApproveIt


City Attorney

EXHIBIT "A"

That Subsection 4 of Section C of Resolution No. 4-25-96-3-B approved by the City of College Station, Texas, is hereby amended by amending said subsection as set out hereafter to read as follows:

- “4. The income or revenue of the fund shall be used for the maintenance and care in a first-class condition of the grave, lot, or burial place for which the funds are donated, except that if the income or revenue is more than the amount necessary to faithfully accomplish this, the funds may be used to beautify the entire cemetery generally.”

February 14, 2008
Consent Agenda Item 2m
Resolution Establishing a Fund for the Memorial Cemetery of College Station

To: Glenn Brown, City Manager

From: Warren Struss, Interim Director Parks and Recreation Department

Agenda Caption: A Resolution of the City Council of College Station, Texas, establishing an Endowment Fund for the Memorial Cemetery of College Station

Recommendation(s): Staff recommends approval of the resolution establishing the fund for the Memorial Cemetery of College Station as presented. In addition, this resolution was considered by the Cemetery Advisory Committee during the February 5, 2008 meeting. The Cemetery Advisory Committee made a recommendation to the College Station City Council for approval of the resolution as presented. This recommendation was a 6 to 0 vote, with 6 of 9 members present.

Summary: This resolution will establish an Endowment Fund for the Memorial Cemetery of College Station similar to the Endowment fund established for the College Station Cemetery.

Budget & Financial Summary: A portion of the sale of each space within the Memorial Cemetery of College Station will be placed in an Endowment Fund for that cemetery site. The intent of the fund is to grow with deposits from space sales and interest to provide for the annual Operation & Maintenance costs of the facility. Additional information on use of space sale proceeds will be forthcoming with the resolution established space pricing for the Memorial Cemetery.

Attachments:

- 1) Resolution No.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, ESTABLISHING AN ENDOWMENT FUND FOR THE MEMORIAL CEMETERY OF COLLEGE STATION FOR THE FUTURE CARE, MAINTENANCE, OPERATIONS, AND IMPROVEMENTS TO SUCH CEMETERY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of College Station, Texas, owns and has within its boundaries a tract known as the Memorial Cemetery of College Station located at 3800 Raymond Stotzer Parkway, a plat of which is filed in the Deed of Records in Brazos County, Texas; and

WHEREAS, it is desired to ensure the care and maintenance of the Memorial Cemetery of College Station at such time as when plots and individual lots in said Cemetery are sold and used for interment; and

WHEREAS, it is believed that establishing an endowment fund to accept gifts will provide a corpus that can be used to produce income to help in the future care, maintenance, operations, and improvements to the Memorial Cemetery of College Station; now therefore

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

PART 1: That the City of College Station, Texas designate a fund to be known as the Memorial Cemetery of College Station Endowment Fund (hereinafter referred to as Memorial Cemetery Fund) from which earnings may be used for the future care, maintenance, operations, and improvements to the Memorial Cemetery of College Station as set forth in this resolution.

- A. That the Memorial Cemetery Fund receive resources from the following as they become available:
 1. all assets and liabilities included in the Memorial Cemetery Fund;
 2. 33% of the proceeds from the sale of lots;
 3. gifts of money or other valuable assets given to provide a corpus that will provide investment earnings;
 4. investment earnings or direct earnings of all assets of the Memorial Cemetery Fund; and
 5. gifts of money or other valuable assets to pay for specific items or projects in the Memorial Cemetery consistent with the Approved Memorial Cemetery Master Plan as may be amended from time to time; and any excess remaining from a specific project shall remain a part of the corpus of the fund.
- B. That the Cemetery Committee of the City of College Station be empowered by the City Council of the City of College Station, Texas, to develop and implement a program to seek contributions to provide a corpus of funds and other assets that will provide earnings to be used for the future care, maintenance, operations, and improvements for the Memorial Cemetery of College Station.

- C. That 33% of the revenues from sale of lots, 100% of all investment earnings of the Memorial Cemetery Fund for the current fiscal year and gifts in accordance with A. 5 above shall be available for appropriation and expenditures under the following circumstances:
 - 1. Beginning in the City's fiscal year 2008-2009 or earlier, the City prepare a budget annually showing available resources and appropriations of those resources as a part of the normal operations of the City; and
 - 2. The income or revenue of the fund shall be used for the maintenance and care in a first-class condition of the grave, lot, or burial place for which the funds are donated, except that if the income or revenue is more than the amount necessary to faithfully accomplish this, the funds may be used to beautify the entire cemetery generally.
- D. That the Cemetery Committee of the City of College Station, Texas, shall have the authority to review and to approve or deny acceptance of gifts for the Memorial Cemetery Fund in accordance with the uses of resources as indicated in this resolution as approved and amended.
- E. That the City of College Station, Texas, shall act as trustee for the Memorial Cemetery Fund in accordance with applicable state law including Chapter 713 Texas Health and Safety Code; and shall maintain such fund as required therein.

PART 2: That if any provisions of any section of this resolution 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 resolution, which shall remain in full force and effect.

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

PASSED and APPROVED this _____ day of _____, 2008.

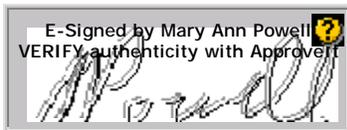
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

RESOLUTION NO. _____

Page 3

February 14, 2008
Consent Agenda Item 2n
Revisions to College Station, Texas, Code of Ordinances, Chapter 1, "GENERAL PROVISIONS",
Section 29, "COLLEGE STATION CEMETERY RULES AND REGULATIONS"

To: Glenn Brown, City Manager

From: Warren Struss, Interim Director Parks and Recreation Department

Agenda Caption: Revisions to College Station, Texas, Code of Ordinances, Chapter 1, "GENERAL PROVISIONS", Section 29, "COLLEGE STATION CEMETERY RULES AND REGULATIONS"

Recommendation(s): Staff recommends approval of the revisions and additions to College Station, Texas, Code of Ordinances, Chapter 1 "GENERAL PROVISIONS", Section 29, "COLLEGE STATION CEMETERY RULES AND REGULATIONS" as presented. In addition, these revisions and additions were considered by the Cemetery Advisory Committee during the December 11, 2007 meeting. The Cemetery Advisory Committee made a recommendation to the College Station City Council for approval of the ordinance changes as presented. This recommendation was a 7 to 0 vote, with 7 of 9 members present.

Summary: Development of the Memorial Cemetery of College Station requires establishment of appropriate rules and regulations for the facility. The inclusion of the Aggie Field of Honor within the facility also requires the establishment of certain items to assist in creating the desired aesthetics of this site.

The proposed amending ordinance was developed to update the existing ordinance with minor housekeeping items, removal of some unnecessary items, and to include the new Memorial Cemetery of College Station.

Budget & Financial Summary: None

Attachments:

- 1) College Station, Texas, Code of Ordinances, Chapter 1 "GENERAL PROVISIONS", Section 29 "COLLEGE STATION CEMETERY RULES AND REGULATIONS"
- 2) Amending Ordinance No.
- 3) Supporting documentation on proposed changes

SECTION 29: COLLEGE STATION CEMETERY RULES AND REGULATIONS

A. GENERAL

- (1) The College Station Cemetery is set apart for the burial of the residents of this community subject to the rules established in this ordinance, the City of College Station Code of Ordinances, and any applicable federal or state laws.
- (2) All spaces in the cemetery owned and operated by the City of College Station are conveyed to the purchaser by warranty deed for the purpose of burial only. The rights of the purchaser therein are subject to such rules and ordinances as may be enacted or amended, from time to time, by the City Council of the City of College Station.
- (3) The rules and regulations herein contained are designed for the protection of the rights of all space owners. The rules adopted have been determined to be reasonably necessary and incidental to achieve the aforesated objectives.
- (4) The cemetery area, consisting of approximately eighteen (18) acres, is divided into sections, with bounding streets and property lines. All sections are further divided into lots. Lots generally contain eight (8) spaces.

(Ordinance No. 2178 of April 25, 1996)

- (5) The Shiloh and Salem portions of the College Station cemetery are closed to future burials except in those spaces which are clearly identified as available by the Cemetery Sexton. The term "clearly identifiable" means by headstones, curbing, or other physical and visual indicators or demarcations. If a family member is interred, and space in the proximity is available, the Cemetery Sexton may allow the space to be used. If an available space is not locatable, then other alternate locations will have to be sought other than the Shiloh and Salem portions of the cemetery.

(Ordinance No. 2504 of August 9, 2001)

B. ADMINISTRATION

All administrative matters pertaining to the operation of the cemetery shall be under the direction of the City Manager or his delegate. The Cemetery Committee appointed by the City Council shall work with the City Manager or his delegate and advise the City Council.

C. CEMETERY CARE

- (1) The City of College Station shall provide for the continuing care, maintenance, operation, and improvements to the cemetery. In general, this shall include: road maintenance, mowing, pruning, landscaping or removal of plant material, policing of the grounds, pest control, leveling of monuments, and such other maintenance as may be necessary to keep the cemetery presentable at all times.
- (2) Cemetery care does not include the purchase, erection, repair, or replacement of monuments, headstones, markers, or any other item on a space.

D. HOURS OF OPERATION

The Cemetery shall be open Monday through Saturday from 8:00 AM to sundown, and Sunday from 6:00 AM to sundown.

(Ordinance No. 2178 of April 25, 1996)

E. PURCHASE OPTIONS

- (1) Standard Space: A standard space is 5' x 10'; herein referred to as a space.

- (2) Babyland and Section O: Infant spaces are 4' x 5'; herein referred to as a space.
- (3) Cremate only spaces: Designated cremate only spaces in Section LR are 2.5' x 2.5'; herein referred to as a space.
- (4) Price: The price of all spaces shall be established by resolution of the City Council, and amended as necessary, upon recommendation of the Cemetery Committee.
- (5) Purchasers are limited to one space per each interment, except that two cremates shall be allowed in a single standard space. Combinations of casket burials and cremates shall not be allowed in a single standard space. There shall be only one cremate remain burial per designated cremate space in Section LR.

(Ordinance No. 2504 of August 9, 2001)

F. RESALE OPTIONS

- (1) The sale, transfer or assignment of any space in the municipal cemetery by any owner or purchaser shall not be binding upon the city until:
 - (a) it has been approved in writing by the City Manager or his delegate, and
 - (b) the space is reconveyed by the city through the reissuance of a warranty deed to the new owner or purchaser.

G. RECORDS

Records giving full data on all interments shall be kept in the City files, and shall be open to authorized persons. The data is to include the section, lot, and grave location; and the name, age, and the date of interment of each grave occupant.

H. PLANTING AND OTHER DECORATIONS IN THE CEMETERY

- (1) Grass, flowers, shrubs, trees, or other types of vegetation shall be planted only by or at the direction of the City Manager or his delegate in accordance with a landscape plan for the entire cemetery. Plantings by individuals are prohibited and shall be removed by the City.
- (2) The City shall establish grass on spaces after an appropriate amount of time has elapsed since burial to allow for settling. During this time the City shall establish the final grade to match the surrounding area.
- (3) Plantings of trees, shrubs or flowers on grave spaces that existed prior to adoption of Ordinance No. 1959 on June 11, 1992, which were specifically grandfathered with the adoption of that ordinance, shall continue to be grandfathered. These plantings may be removed by the City whenever they become unsightly, or as necessary to provide access to grave spaces. Replacement of grandfathered plantings that have been removed shall not be allowed.
- (4) The placing of potted plants, cut flowers, baskets, floral pieces, funeral designs, decorations, and all other objects of a temporary nature is permitted adjacent to the monument only. The digging of holes for the placement of potted plants and baskets is prohibited.
- (5) The City Manager or his delegate shall have the right to remove all flowers, potted plants, wreaths, baskets, floral pieces, funeral designs, decorations and all other objects of a temporary nature when they become withered, unsightly, or an obstruction to maintenance.
- (6) No artificial flowers shall be permitted in, on, or around grave spaces.

- (7) The City Manager or his delegate is empowered to and may enter upon any space within the cemetery and remove anything that may have been erected or placed thereon contrary to the provisions of this section, and may remove any dead or damaged tree, shrub or vine.

I. CEMETERY ENDOWMENT FUND

A memorial option is available to individuals through the Cemetery Endowment Fund established by the City of College Station in Resolution No. 4-25-96-3-B. Money donated to this fund shall be used for the maintenance of the cemetery grounds and for landscape improvements as approved in the master landscape plan.

J. COPINGS, HEDGES, FENCES, ETC.

- (1) No copings, hedges, fences, exposed vaults, walls, or other enclosures shall be permitted in, on, or around any space and shall be removed in accordance with Subsection N herein.
- (2) Coverings and ledgers shall only be permitted upon the approval of the Cemetery Committee. For the purpose of this ordinance, a covering means any material other than turf that may be placed over the grave. A ledger is any stone, monument, or marker that may be placed in such a way as to cover the grave space.

K. MONUMENTS, HEADSTONES, AND MARKERS

- (1) Monuments shall mean those markers placed on the head line of a space or spaces. Foot markers shall mean markers placed on the foot line of the space.
- (2) Monuments for single standard grave spaces shall not exceed thirty inches (30") in height; forty-eight inches (48") in length; or sixteen inches (16") in width. These maximum dimensions shall also pertain to any design that incorporates a base. If a base is included, it can be set flush with ground level or must have a minimum of four inches (4") above ground level. The back of the monument shall be set on the head line of the space and equi-distant from the side boundaries, and the monument shall be located on undisturbed ground. No more than one monument shall be permitted per single space.
- (3) Family or double monuments can only be placed on a minimum of two standard spaces, provided that such a monument shall not exceed thirty inches (30") in height; seventy-two inches (72") in length; or sixteen inches (16") in width. These maximum dimensions shall also pertain to any design that incorporates a base. If a base is included, it can be set flush with ground level or must have a minimum of four inches (4") above ground level. The back of the monument shall be set on the head line of the space and equi-distant from the side boundaries, and the monument shall be located on undisturbed ground.
- (4) Monuments for single baby spaces (Babyland and Section O only) shall not exceed twenty-two inches (22") in height; twenty-four inches (24") in length; or twelve inches (12") in width. These maximum dimensions shall also pertain to any design that incorporates a base. If a base is included, it can be set flush with ground level or must have a minimum of three inches (3") above ground level. The back of the monument shall be set on the head line of the space and equi-distant from the side boundaries, and the monument shall be located on undisturbed ground. No more than one monument shall be permitted per single space.
- (5) Foot markers shall be set on the foot line of the space, and shall not exceed twenty-eight inches (28") in length nor sixteen inches (16") in width. Flat foot markers shall be set flush with the ground; slanted foot markers shall not exceed eight inches (8") in height. Only one foot marker per space shall be allowed.
- (6) Corner markers shall not exceed eight inches (8") by eight inches (8") and must be set flush with the ground.

- (7) Any ornaments or vases incorporated into any monument or foot marker design must be permanently affixed to the monument or marker and shall not extend beyond the maximum dimensions allowed for the monument or foot marker.

(Ordinance No. 2178 of April 25, 1996)

- (8) Monuments for the designated cremate only spaces in Section LR shall not exceed twenty-eight inches (28") in length nor sixteen inches (16") in width, and shall be set flush with the ground. The back of the monument shall be set on the head line of the space and equidistant from the side boundaries. There shall be only one monument per designated cremate only space and no other markers shall be allowed.

(Ordinance No. 2504 of August 9, 2001)

L. MAUSOLEUMS

Mausoleums shall be permitted only in Sections F, G, M, and J. The locations, size, and design must be approved by the Cemetery Committee and must be issued a permit by the City Manager or his delegate.

M. RULES ENFORCEMENT

- (1) The City Manager or his delegate shall determine whether specifications and dimensions of each monument, headstone and/or marker proposed for the College Station cemetery fall within the scope of the approved regulations as well as whether other objects placed on grave spaces or throughout the cemetery comply with these rules.
- (2) No monument, headstone, and/or marker may be set in the cemetery without the prior approval of the City Manager or his delegate and issuance of a permit. A permit request form may be obtained from the City Secretary's office or the Cemetery Sexton's office. All permit requests must include appropriate drawings and dimensions for each requested marker. Any monument, headstone and/or marker set in violation of the regulations of this ordinance shall be subject to removal by the City of College Station pursuant to Subsection N. The removal and replacement of same shall be in compliance with this ordinance and shall be the responsibility of the property owner upon approval by the City Manager or his delegate and/or the issuance of a permit.
- (3) No mausoleum may be set in the cemetery without approval by the Cemetery Committee and issuance of a permit by the City Manager or his delegate.
- (4) Any requests for variances to these rules and regulations shall be presented to the Cemetery Committee. Appeals from decisions of the Cemetery Committee shall be to the City Council. Appeals must be in writing and submitted to the office of the City Secretary within ten (10) days of the issuance of the Cemetery Committee's decision. The City Secretary's office shall schedule a hearing of the appeal before the Council within thirty (30) days from receipt of the letter of appeal.

N. RULE INFRACTION PROCEDURES

- (1) Whenever the City Manager or his delegate determines that there has been an infraction of the rules as stated in Subsections J, K, L or M herein, the procedures listed below shall be followed:
 - (a) Record and document infractions of the ordinance.
 - (b) Notify space owners of the infraction along with options available for correction by regular mail.

- (c) Allow fourteen (14) days from the date the notice was mailed for compliance or appeal to the Cemetery Committee.
- (d) Removal of the items that constitute the infraction by the space owner or the City.”

(Ordinance No. 2178 of April 25, 1996)

O. REQUEST TO ESTABLISH CEMETERIES, CREMATORIES OR MAUSOLEUMS WITHIN THE CITY LIMITS

1. Cemeteries, crematories and mausoleums, because of their similarity to park use shall be treated as a park use and shall be a permitted use in any zoning district within the City of College Station subject to approval by the College Station City Council.
2. An application to establish a cemetery, crematory or mausoleum may be made by any non-profit corporation. This application shall include the following:
 - (a) Name, address and telephone number of the applicant
 - (b) Name, address and telephone number of the applicant's authorized agent, if any
 - (c) Property location (street address) and legal description
 - (d) A sworn affidavit, executed by the applicant or applicant's authorized agent, stating that:
 - (1) The proposed establishment or use of the property as a cemetery, crematory or mausoleum will be in compliance with all applicable codes and ordinances of the City of College Station.
 - (2) The proposed establishment or use of the property as a cemetery, crematory or mausoleum will be in accordance with all applicable state and local laws and regulations, including but not limited to Chapters 711 and 712 of the Texas Health and Safety Code.
 - (3) The proposed establishment or use of the property as a cemetery, crematory or mausoleum will not adversely affect the public health, safety or welfare.
 - (4) Above ground crypts shall be floodproofed and restrained in such a manner as to resist flotation and lateral movement.
 - (5) Upright headstones shall be restrained in such a manner to resist lateral movement produced by floodwaters.
 - (6) Below ground vaults shall be secured in such a manner to prevent flotation from ground water pressure. Vault lids shall be attached in such a manner to prevent separation.
3. In addition, the application shall include a site plan showing the following:
 - (a) Site layout
 - (b) Internal circulation
 - (c) Site access (ingress and egress)
 - (d) Interment areas
 - (e) Any planned improvements, including but not limited to, structures, landscaping, irrigation, walkways, parking areas, maintenance shops, chapels etc.
4. Any applicant, as a condition of granting this application, shall protect, indemnify and hold harmless the City of College Station, it's officers and employees against all claims, suits, causes of action in any way arising out of the granting of this application, directly or indirectly. This provision is not intended to create and shall not create liability for the benefit of third parties, but is solely for the benefit of the City of College Station, its officers and employees.

Upon commencement of any suit or proceeding at law or in equity against the City of College Station, its' officers and employees related to the application granted herein, the City shall give the applicant reasonable notice of such suit or proceeding, whereupon the applicant shall provide a defense to such suit or suits, including any and all appellate proceedings brought in connection therewith, and pay any judgment or costs that may be rendered against the City of College Station, its officers and employees by reason of said suit.

Upon failure of applicant to comply with the defense of the suit, after reasonable notice to applicant by the City, the City of College Station shall have the right to defend the same and in addition to being reimbursed for any such judgment that may be rendered against the City of College Station, its officers and employees, together with all court costs incurred therein, the applicant shall reimburse the City for attorney's fees, including any attorney employed by the City of College Station in such case or cases, as well as all expenses, fees, or costs incurred by the City by reason of undertaking the defense of such suit or suits, whether such suit or suits are successfully defended, settled, compromised or fully adjudicated against the City, its officers and employees.

In the event the City of College Station is compelled to undertake the defense of any suit by reason of the applicant's failure to perform as provided herein, the City of College Station shall have the full right and authority to make or enter into any settlement or compromise of such adjudication as the governing body shall deem is in the best interest of the City, including the cancellation of applicant's approved application for cemetery, crematory or mausoleum, without prior approval or consent of the applicant. Such right of cancellation shall terminate upon the first interment at a cemetery, crematory or mausoleum where an application had been granted pursuant to this ordinance.

In defense of any litigation, the City of College Station shall require the applicant to present on the City's, its officers and employees' behalf, and in the City's name, any and all defenses that are available, including but not limited to sovereign and qualified immunity.

5. In order for any application to be approved, the City Council of the City of College Station shall find that the use of the proposed property does not adversely affect public health, safety and welfare and the property is located in an area with limited urban growth potential.
6. No application shall be accepted after December 1, 2001.

(Ordinance No. 2506 of August 9, 2001)

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 1, "GENERAL PROVISIONS" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING SECTION 29 PERTAINING TO CITY CEMETERIES RULES AND REGULATIONS 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 1, "General 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 Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2008.

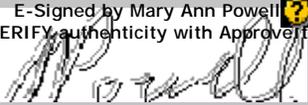
APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:

E-Signed by Mary Ann Powell
VERIFY authenticity with ApproveIt


City Attorney

EXHIBIT "A"**I.**

That Chapter 1, "GENERAL PROVISIONS", Section 29, "COLLEGE STATION CEMETERY RULES AND REGULATIONS", is hereby amended to read as follows:

"SECTION 29: CITY CEMETERIES RULES AND REGULATIONS"**A. GENERAL**

- (1) "City Cemeteries" shall refer to the College Station Cemetery and the Memorial Cemetery of College Station, including the Aggie Field of Honor. College Station Cemetery consists of approximately eighteen (18) acres located at 2530 Texas Avenue South. Memorial Cemetery of College Station consists of approximately fifty-six (56) acres located at 3800 Raymond Stotzer Parkway.
- (2) City Cemeteries are set apart for the interment of human remains subject to the rules established in this ordinance, the City of College Station Code of Ordinances, and any applicable federal or state laws. Availability of spaces in the Aggie Field of Honor sections within the Memorial Cemetery of College Station is not restricted but is designed to be desirous to students, former students, faculty, staff, their families, and friends of Texas A&M University.
- (3) All spaces in the City Cemeteries owned and operated by the City of College Station are conveyed to the purchaser by warranty deed for the purpose of burial only. The rights of the purchaser therein are subject to such rules and ordinances as may be enacted or amended, from time to time, by the City Council of the City of College Station.
- (4) The rules and regulations herein contained are designed for the protection of the rights of all space owners. The rules adopted have been determined to be reasonably necessary and incidental to achieve the aforestated objectives.
- (5) The City Cemeteries shall be generally platted into sections, blocks, lots, and spaces by the City Manager or his delegate, who shall prepare, maintain and keep in the City Sexton's office a plat of the City Cemeteries.
- (6) The Shiloh and Salem portions of the College Station Cemetery are closed to future burials except in those spaces which are clearly identified as available by the Cemetery Sexton. The term "clearly identifiable" means by headstones, curbing, or other physical and visual indicators or demarcations. If a family member is interred, and space in the proximity is available, the Cemetery Sexton may allow the space to be used. If an available space is not locatable, then other alternate locations will have to be sought other than the Shiloh and Salem portions of the cemetery.

B. ADMINISTRATION

All administrative matters pertaining to the operation of the City Cemeteries shall be under the direction of the City Manager or his delegate. The Cemetery Committee appointed by the City Council shall work with the City Manager or his delegate and advise the City Council.

C. CEMETERY CARE

- (1) The City of College Station shall provide for the continuing care, maintenance, operation, and improvements to the City Cemeteries. In general, this shall include: road maintenance, mowing, pruning, landscaping or removal of plant material, policing of the grounds, pest control, leveling of monuments, and such other maintenance as may be necessary to keep the City Cemeteries presentable at all times.
- (2) Cemetery care does not include the purchase, erection, repair, or replacement of monuments, headstones, markers, or any other item on a space.

D. HOURS OF OPERATION

The City Cemeteries shall be open Monday through Saturday from 8:00 AM to sundown, and Sunday from 6:00 AM to sundown.

E. PURCHASE OPTIONS

- (1) Standard Space:
College Station Cemetery: A standard space is 5' x 10';
Memorial Cemetery of College Station: A standard space is 4' x 9'.
- (2) Infant Space:
College Station Cemetery: Babyland and Section O: Infant spaces are 4' x 5';
Memorial Cemetery of College Station: Infant spaces are 4' x 4.5'.
- (3) Cremate only spaces:
College Station Cemetery: Designated cremate only spaces in Section LR are 2.5' x 2.5'.
- (4) Columbarium Niches:
Memorial Cemetery of College Station: 12 inches x 12 inches x 12 inches.
- (5) Price: The price of all spaces in the City Cemeteries shall be established by resolution of the City Council, and amended as necessary, upon recommendation of the Cemetery Committee.
- (6) Purchasers are limited to a maximum of twenty (20) spaces per family.

- (7) Purchasers are limited to one space per each casket interment. The interment of two cremains shall be allowed in a single standard space. Combinations of casket burials and cremates shall be allowed in a single standard space provided that the cremains are interred towards the headline of the space. A maximum of one (1) cremate burial shall be allowed per designated cremate space in Section LR of the College Station Cemetery. A maximum of one (1) cremate shall be allowed per columbarium niche in the Memorial Cemetery of College Station.

F. RESALE OPTIONS

- (1) The sale, transfer or assignment of any space in the City Cemeteries by any owner or purchaser shall not be binding upon the City until:
 - (a) A written request from the current owner detailing the sale, transfer, or assignment of spaces is received by the City, and
 - (b) It has been approved in writing by the City Manager or his delegate, and
 - (c) The space is reconveyed by the city through the reissuance of a warranty deed to the new owner or purchaser.

G. RECORDS

Records giving full data on all interments shall be kept in the City files, and shall be open to authorized persons. The data is to include the section, lot, and grave location; and the name, age, and the date of interment of each grave occupant.

H. PLANTING AND OTHER DECORATIONS IN CITY CEMETERIES

- (1) Grass, flowers, shrubs, trees, or other types of vegetation shall be planted only by or at the direction of the City Manager or his delegate in accordance with a landscape plan for the entire cemetery. Plantings by individuals are prohibited and shall be removed by the City.
- (2) The City shall establish grass on spaces after an appropriate amount of time has elapsed since burial to allow for settling. During this time the City shall establish the final grade to match the surrounding area.
- (3) Plantings of trees, shrubs or flowers on grave spaces at the College Station Cemetery that existed prior to adoption of Ordinance No. 1959 on June 11, 1992, which were specifically grandfathered with the adoption of that ordinance, shall continue to be grandfathered. These plantings may be removed by the City whenever they become unsightly, or as necessary to provide access to grave spaces. Replacement of grandfathered plantings that have been removed shall not be allowed.
- (4) The placing of potted plants, cut flowers, baskets, floral pieces, funeral designs, decorations, and all other objects of a temporary nature is permitted adjacent to the monument only, and on the owner's space(s) only. Items of this nature shall only be allowed for a reasonable time after the interment in that space.

Determination of a reasonable amount of time shall be determined by the City Manager or his delegate. The digging of holes for the placement of potted plants and baskets is prohibited.

- (5) The City Manager or his delegate shall have the right to remove all flowers, potted plants, wreaths, baskets, floral pieces, funeral designs, decorations and all other objects of a temporary nature when they become withered, unsightly, a safety concern, or an obstruction to maintenance.
- (6) No artificial flowers shall be permitted in, on, or around grave spaces.
- (7) The City Manager or his delegate is empowered to and may enter upon any space within the City Cemeteries and remove anything that may have been erected or placed thereon contrary to the provisions of this section, and may remove any dead or damaged tree, shrub or vine.

I. COPINGS, HEDGES, FENCES, ETC.

- (1) No copings, coverings, ledgers, hedges, fences, exposed vaults, walls, or other enclosures shall be permitted in, on, or around any space; except that coverings and ledgers shall be permitted only in the College Station Cemetery upon the approval of the Cemetery Committee.
- (2) For the purpose of this ordinance, copings are materials placed above grade to define the grave space(s). A covering means any material other than turf that may be placed over the grave. A ledger is any stone, monument, or marker that may be placed in such a way as to cover the grave space.

J. MONUMENTS, HEADSTONES, AND MARKERS IN THE COLLEGE STATION CEMETERY

- (1) Monuments shall mean those markers placed on the head line of a space or spaces. Foot markers shall mean markers placed on the foot line of the space.
- (2) Monuments for single standard grave spaces shall not exceed thirty inches (30") in height; forty-eight inches (48") in length; or sixteen inches (16") in width. These maximum dimensions shall also pertain to any design that incorporates a base. If a base is included, it shall be set flush with ground level or must have a minimum of four inches (4") above ground level. The back of the monument shall be set on the head line of the space and equi-distant from the side boundaries, and the monument shall be located on undisturbed ground. No more than one monument shall be permitted per single space.
- (3) Family or double monuments can only be placed on a minimum of two standard spaces, provided that such a monument shall not exceed thirty inches (30") in height; seventy-two inches (72") in length; or sixteen inches (16") in width. These maximum dimensions shall also pertain to any design that incorporates a base. If a base is included, it shall be set flush with ground level or must have a minimum of four inches (4") above ground level. The back of the monument shall be set on the head line of the space and equi-distant from the side boundaries, and the monument shall be located on undisturbed ground.

- (4) Monuments for single baby spaces (Babyland and Section O only) shall not exceed twenty-two inches (22") in height; twenty-four inches (24") in length; or twelve inches (12") in width. These maximum dimensions shall also pertain to any design that incorporates a base. If a base is included, it shall be set flush with ground level or must have a minimum of three inches (3") above ground level. The back of the monument shall be set on the head line of the space and equi-distant from the side boundaries, and the monument shall be located on undisturbed ground. There shall be only one monument per infant space and no other markers shall be allowed.
- (5) Foot markers shall be set on the foot line of the space, and shall not exceed twenty-eight inches (28") in length or sixteen inches (16") in width. Flat foot markers shall be set flush with the ground; slanted foot markers shall not exceed eight inches (8") in height. Only one foot marker per space shall be allowed.
- (6) Corner markers shall not exceed eight inches (8") by eight inches (8") and must be set flush with the ground.
- (7) Any additional items incorporated into any monument or foot marker design shall be permanently affixed to the monument or marker and shall not extend beyond the maximum dimensions allowed for the monument or foot marker.
- (8) Single monuments for the designated cremate only spaces in Section LR shall not exceed twenty-eight inches (28") in length or sixteen inches (16") in width, and shall be set flush with the ground or up to a maximum of two inches (2") above ground level. The back of the monument shall be set on the head line of the space and equidistant from the side boundaries. There shall be only one monument per designated cremate only space and no other markers shall be allowed.
- (9) Family or double monuments for the designated cremate only spaces in Section LR shall not exceed fifty-four inches (54") in length or sixteen inches (16") in width. The monument shall be set flush with the ground or up to a maximum of two inches (2") above ground level. The back of the monument shall be set on the head line of the space and equidistant from the side boundaries. There shall be only one double monument per two designated cremate only spaces and no other markers shall be allowed.

K. MONUMENTS, HEADSTONES, AND MARKERS IN THE MEMORIAL CEMETERY OF COLLEGE STATION

- (1) Monuments shall mean those markers placed on the head line of a space or spaces. Foot markers shall mean markers placed on the foot line of the space.
- (2) Municipal Sections:
 - (a) Monuments for single standard grave spaces shall not exceed thirty inches (30") in height; thirty-six inches (36") in length; or sixteen inches (16") in width. These maximum dimensions shall also pertain to any design that incorporates a base. If a base is included, it shall be set flush with ground level or must have a minimum of four inches (4") above ground level. The

back of the monument shall be set on the head line of the space and equidistant from the side boundaries, and the monument shall be located on undisturbed ground. No more than one monument shall be permitted per single space.

- (b) Family or double monuments can only be placed on a minimum of two standard spaces, provided that such a monument shall not exceed thirty inches (30") in height; seventy-two inches (72") in length; or sixteen inches (16") in width. These maximum dimensions shall also pertain to any design that incorporates a base. If a base is included, it shall be set flush with ground level or must have a minimum of four inches (4") above ground level. The back of the monument shall be set on the head line of the space and equidistant from the side boundaries, and the monument shall be located on undisturbed ground.
- (c) Monuments for single infant spaces shall not exceed twenty-two inches (22") in height; twenty-four inches (24") in length; or twelve inches (12") in width. These maximum dimensions shall also pertain to any design that incorporates a base. If a base is included, it shall be set flush with ground level or must have a minimum of three inches (3") above ground level. The back of the monument shall be set on the head line of the space and equidistant from the side boundaries, and the monument shall be located on undisturbed ground. There shall be only one monument per infant space and no other markers shall be allowed.
- (d) Foot markers shall be set on the foot line of the space, and shall not exceed twenty-eight inches (28") in length or sixteen inches (16") in width. Flat foot markers shall be set flush with the ground; slanted foot markers shall not exceed eight inches (8") in height. Only one foot marker per standard space shall be allowed.
- (e) Corner markers shall not exceed eight inches (8") by eight inches (8") and shall be set flush with the ground.
- (f) Any additional items incorporated into any monument or foot marker design shall be permanently affixed to the monument or marker and shall not extend beyond the maximum dimensions allowed for the monument or foot marker.
- (g) Niche coverings for the columbarium shall be supplied by the City, and there shall be no substitutions of material. The niche covering shall have no more than one (1) attached item, such as bronze emblems, and these items shall not extend more than one inch (1") from the face of the niche covering, and shall not extend beyond the edges of the niche covering.

(3) Aggie Field of Honor Sections:

- (a) The only allowed monument for single standard grave spaces shall be an upright (tablet and base) design and shall be set so that the overall height is thirty inches (30") above grade. The monument tablet shall be twenty-six inches (26") in height; thirty inches (30") in length; and six inches (6") in

width. The tablet sides shall be perpendicular to the ground, and the top shall be flat. The tablet sides and top shall have a polished finish. The monument base shall be thirty-six inches (36") in length, and twelve inches (12") in width. The base shall be set so that the top of the base is four inches (4") above grade. The base shall be rectangular in shape with polished sides and top. The back of the monument base shall be set on the head line of the space and equi-distant from the side boundaries. The monument tablet shall be set on the base equi-distant left to right and front to back. The monument shall be located on undisturbed ground. The monument shall be grey granite. No more than one monument shall be permitted per single space.

- (b) Family or double monuments shall only be placed on a minimum of two standard spaces. Family or double monuments shall be an upright (tablet and base) design and shall be set so that the overall height is thirty inches (30") above grade. The monument tablet shall be twenty-six inches (26") in height; sixty inches (60") in length; and six inches (6") in width. The tablet sides shall be perpendicular to the ground, and the top shall be flat. The tablet sides and top shall have a polished finish. The monument base shall be seventy-two inches (72") in length, and twelve inches (12") in width. The base shall be set so that the top of the base is four inches (4") above grade. The base shall be rectangular in shape with polished sides and top. The back of the monument base shall be set on the head line of the space and equi-distant from the side boundaries. The monument tablet shall be set on the base equi-distant left to right and front to back. The monument shall be located on undisturbed ground. The monument shall be grey granite.
- (c) For all monuments and foot marker designs the names and dates shall be in black lettering. Carving, sandblasting and black detailing is allowed for all other engravings. There shall be no color engravings.

For monuments, the face of the tablet shall have no more than two (2) attached items, such as bronze emblems, and these items shall not extend more than two inches (2") from the face of the tablet, and shall not extend beyond the edges of the tablet. Engravings and ornamentation on the face of the tablet shall not extend on to the sides, top, or back of the tablet or base. The only allowed ornamentation on the back of the tablet shall be the surname of the interred and the lettering shall not exceed three inches (3") in height.

Foot markers shall only have names, dates, and engravings on the face of the marker and these elements shall not extend to the sides of the foot marker.

- (d) Foot markers may be set on the foot line of the space, and shall not exceed twenty-eight inches (28") in length or sixteen inches (16") in depth. All foot markers shall be set flush with the ground. Only one foot marker per space shall be allowed. Foot markers shall be either grey granite or bronze or a combination of the two.

- (e) There shall be no additional items incorporated into monuments or foot markers in the Aggie Field of Honor sections.
- (f) There shall be no corner markers in the Aggie Field of Honor sections.
- (g) Niche coverings for the columbarium shall be supplied by the City, and there shall be no substitutions of material. Names and dates shall be in black lettering. Sandblasting and black detailing is allowed for all other engravings. There shall be no color engravings. The niche covering shall have no more than one (1) attached item, such as bronze emblems, and these items shall not extend more than one inch (1") from the face of the niche covering, and shall not extend beyond the edges of the niche covering.

L. MAUSOLEUMS

In the College Station Cemetery, mausoleums shall be permitted only in Sections F, G, M, and J. The locations, size, and design must be approved by the Cemetery Committee and must be issued a permit by the City Manager or his delegate.

Mausoleums are not permitted in the Memorial Cemetery of College Station.

M. RULES ENFORCEMENT

- (1) No monument, headstone, or marker may be set in the City Cemeteries without the prior approval of the City Manager or his delegate and issuance of a permit. A permit request form may be obtained from the Cemetery Sexton or the Parks and Recreation Department.

All permit requests shall include renderings with size dimensions, names, dates, engravings, and any other ornamentation for each requested monument, foot marker, corner marker, or niche covering. If the City Manager or his delegate denies the permit, the applicant may appeal the decision to the Cemetery Committee.

Any monument, headstone or marker set in violation of this ordinance shall be subject to removal by the City of College Station as provided below.

- (2) Any requests for variances to this ordinance shall be presented to the Cemetery Committee. Appeals from decisions of the Cemetery Committee shall be to the City Council. Appeals must be in writing and submitted to the office of the City Secretary within ten (10) days of the issuance of the Cemetery Committee's decision. The City Secretary's office shall schedule a hearing of the appeal before the Council within thirty (30) days from receipt of the written request for appeal.
- (3) Whenever the City Manager or his delegate determines that a violation of this ordinance has occurred, the City shall:
 - (a) Record and document the violation(s).

- (b) Notify space owners in writing by regular mail to the last known address for the space owner, of the violation(s).
- (c) Allow fourteen (14) days from the date the notice was mailed for compliance or appeal to the Cemetery Committee.
- (d) If the space owner(s) neither comply with the ordinance nor request an appeal, the City may remedy the violation.”

**Supporting Information on the Proposed Changes to the
College Station Code of Ordinances, Chapter 1 “GENERAL PROVISIONS”, Section 29, “COLLEGE
STATION CEMETERY RULES AND REGULATIONS”**

Changes to the existing Chapter 1/ Section 29:

1. Deleted wording in Sub-Section A, #2 regarding grave spaces available for 'burial of residents'
2. Added #1.a to Sub-Section F
3. Sub-Section H, #4:
 - Added the phrase 'on owner's space'
 - Added 'Items of this nature shall only be allowed for a reasonable time after the interment in that space. Determination of a reasonable amount of time shall be determined by the City Manager or his delegate'
4. Deleted Sub-Section I: Cemetery Endowment Fund
5. Cleaned up and combined Sub-Section M: Rules Enforcement; and Sub-Section N: Rules Infraction Procedures
6. Deleted Section O: Request to Establish Cemeteries
7. Sub-Section K: Monuments, Headstones, and Markers
 - Changed wording on bases to include the word 'shall'

Changes to Chapter 1/ Section 29 to incorporate the Memorial Cemetery of College Station:

1. Added #1 to Sub-Section A
2. Sub-Section E
 - Established space sizes and utilization for the Memorial Cemetery
3. Sub-Section K
 - Established marker sizes for the Memorial Cemetery
4. House keeping items:
 - Made numerous changes from singular to plural references
 - Deletion of previous ordinance revision #'s and dates
 - Formatting changes

February 14, 2008
Consent Agenda Item 2o
An Ordinance Approving a Licensing Agreement with Texas A&M University Regarding
Trademarked Items and Indicia for use with the Aggie Field of Honor

To: Glenn Brown, City Manager

From: Warren Struss, Interim Director Parks and Recreation Department

Agenda Caption: An Ordinance approving a Licensing Agreement with Texas A&M University regarding the use of trademarked items and indicia for use with the Aggie Field of Honor.

Recommendation(s): Staff recommends approval of the ordinance containing the Licensing Agreement with Texas A&M University as presented. In addition, this ordinance was considered by the Cemetery Advisory Committee during the February 5, 2008 meeting. The Cemetery Advisory Committee made a recommendation to the College Station City Council for approval of the ordinance as presented. This recommendation was a 6 to 0 vote, with 6 of 9 members present.

Summary: Due to the inclusion of certain registered and trademarked aesthetic items within the project, a Licensing Agreement must be completed between the City of College Station and Texas A&M University.

Budget & Financial Summary: None

Attachments:

- 1) Ordinance No.
- 2) License Agreement with Texas A&M University

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND TEXAS A&M UNIVERSITY FOR THE USE OF ONE OR MORE OF THE UNIVERSITY'S LICENSED MARKS FOR THE AGGIE FIELD OF HONOR PORTION OF THE MEMORIAL CEMETERY OF COLLEGE STATION.

WHEREAS, the City of College Station ("City") is developing a portion of the Memorial Cemetery of College Station as the Aggie Field of Honor; and

WHEREAS, in conjunction with this use the City desires to enter into a License Agreement with Texas A&M University to use one or more of the University's licensed marks as part of the Aggie Field of Honor component of the cemetery; now, therefore,

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

PART 1: That the City Council hereby finds it to be in the best interests of its citizens to enter into that one certain License Agreement with Texas A&M University for the use of one or more of its university licensed marks for the Aggie Field of Honor portion of the Memorial Cemetery of College Station and marketing relating thereto. A copy of said License Agreement is attached as Exhibit "A" and incorporated herein by reference.

PART 2: That this ordinance shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, A.D. 2008.

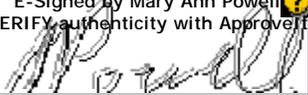
ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

E-Signed by Mary Ann Powell
VERIFY authenticity with ApproveIT


City Attorney

ORDINANCE NO. _____

Page 2

EXHIBIT "A"

LICENSE AGREEMENT

This License Agreement (“License Agreement”) is entered between the parties hereto, who agree as follows in consideration of the mutual promises contained herein:

1. PARTIES

1.1 Texas A&M University (hereinafter “LICENSOR”) is an institution of higher education existing under the laws of the State of Texas, having an address of 1180 TAMU, College Station, Texas 78743-1180.

1.2 The City of College Station, Texas (hereinafter “LICENSEE”) is a home-rule municipality under the laws of the State of Texas, having an address of P.O. Box 9960, College Station, Texas 77842.

1.3 The LICENSOR and LICENSEE are the parties to this License Agreement.

2. BACKGROUND

2.1 LICENSOR and LICENSEE are parties to a Real Estate Contract dated May 24, 2006 (the “Real Estate Contract”), pursuant to which LICENSOR granted and conveyed to LICENSEE by Special Warranty Deed dated July 31, 2006 (the “Deed”), recorded in the Real Property Records of Brazos County, Texas, certain real property in Brazos County, Texas, for use as a municipal cemetery (the “Municipal Cemetery”).

2.2 The Real Estate Contract and the Deed provided, among other things, that a portion of the Municipal Cemetery would be used as an “Aggie Field of Honor” for the interment of students, former students and faculty of Texas A&M University, their families and other friends of the university, in accordance with rules adopted by LICENSEE.

2.3 The Real Estate Contract and Deed further provided, among other things, that LICENSOR would grant to LICENSEE by separate agreement, exclusively in connection with the “Aggie Field of Honor,” a non-exclusive license (i) to use “Aggie” in the name “Aggie Field of Honor,” and (ii) to use such other protected names, logos, trademarks, and other identifying marks as the parties may agree upon, without cost to LICENSEE.

2.4 LICENSEE recognizes the goodwill appurtenant to the use and/or ownership of the protected names, logos, trademarks and other identifying marks and desires to obtain a license to utilize them in connection with the “Aggie Field of Honor”. LICENSOR is willing to grant such a license under the terms and conditions of this License Agreement.

3. DEFINITIONS

3.1 MARKS includes names, trademarks and service marks.

3.2 LICENSE means the license set forth in this License Agreement.

3.3 LICENSED MARKS means those MARKS identified in **Attachment A**.

3.4 LICENSED USE means the right (i) to use “Aggie” in the name “Aggie Field of Honor”, and (ii) to use any of the LICENSED MARKS in **Attachment A** solely in connection with the Municipal Cemetery, and subject to the terms and conditions of this License Agreement.

3.5 TERRITORY means that portion of the Municipal Cemetery required by the Deed to be used by LICENSEE as an “Aggie Field of Honor” consisting of not less than twenty (20) acres.

3.6 EFFECTIVE DATE means the last date on which both parties have signed this License Agreement.

3.7 TERM means the effective period of this License Agreement, which shall commence on the EFFECTIVE DATE and shall continue for so long as LICENSEE complies with the restrictive covenants contained in the Deed.

3.8 QUALITY is more specifically defined in Section 10.1 hereof.

4. LICENSE GRANT

4.1 Subject to the terms and conditions of this License Agreement, LICENSOR grants to LICENSEE:

(a) the non-exclusive right and license to utilize the “ATM” Mark (see **Attachment A**) in the TERRITORY solely in connection with the LICENSED USE during the TERM hereof, at the location and in the manner shown on **Attachment C (monumental concrete form)**,

(b) the non-exclusive right and license to use the “ATM” Mark (see **Attachment A**) as incorporated into the “Aggie Field of Honor” Mark (see **Attachment B**) in the TERRITORY solely in connection with the LICENSED USE during the TERM hereof, at the locations and in the manner shown on **Attachment C**,

(c) the non-exclusive right and license to use the “ATM” Mark (see **Attachment A**) as part of the “Aggie Field of Honor” Mark (see **Attachment B**) in media intended for general distribution or on promotional materials distributed outside the TERRITORY, and

(d) the non-exclusive right and license to use the “Muster” Mark (see **Attachment A**) in the TERRITORY solely in connection with the LICENSED USE during the TERM hereof, at the locations and in the manner shown on **Attachment C**.

4.2 **Attachment C** is the approved plan for the use of the LICENSED MARKS in the TERRITORY.

4.3 Notwithstanding the foregoing, LICENSEE may use photographic, real images of actual improvements in the Aggie Field of Honor in media intended for general distribution or on promotional materials distributed outside the TERRITORY.

5. CONSIDERATION

This LICENSE is granted pursuant to the terms of the Real Estate Contract and the Deed and no further consideration shall be payable by LICENSEE to LICENSOR.

6. TERMINATION

6.1 LICENSEE may terminate the LICENSE granted under this License Agreement at any time without cause after serving upon LICENSOR one (1) month’s Notice of Intent to Terminate. In such event, the LICENSE granted under this License Agreement shall be automatically terminated one (1) month after service by LICENSEE of the Notice of Intent to Terminate.

6.2 Unless sooner terminated pursuant to the provisions of this License Agreement, the LICENSE granted under this License Agreement shall remain in effect throughout the TERM described in Section 3.7 above.

7. EFFECT OF EXPIRATION OR TERMINATION

7.1 Upon expiration or termination of this License Agreement, all licensed rights granted to LICENSEE hereunder shall cease, and LICENSEE will refrain from further use of the LICENSED MARKS, or any mark or name confusingly similar to the LICENSED MARKS, in connection with the Municipal Cemetery.

7.2 Upon expiration or termination of this License Agreement, LICENSEE shall not operate the Municipal Cemetery in any manner that would falsely suggest to the public that this License Agreement is still in force.

8. PERSONAL LICENSE

8.1 The LICENSE granted to LICENSEE is personal, and no rights hereunder may be transferred by LICENSEE without the express written approval of LICENSOR.

8.2 LICENSEE shall grant no sublicenses under this License Agreement.

9. GOODWILL IN LICENSED MARKS

9.1 LICENSEE agrees that the LICENSED MARKS have goodwill in the minds of the consuming public. LICENSEE agrees that such goodwill should be protected and enhanced and, toward this end, LICENSEE shall not during the TERM or thereafter:

- (a) attack LICENSOR's ownership of the LICENSED MARKS;
- (b) offer for sale any merchandise bearing any of the LICENSED MARKS; or
- (c) apply to register or maintain any application or registration of the LICENSED MARKS.

9.2 All use by LICENSEE of the LICENSED MARKS inures to the benefit of LICENSOR.

9.3 In order to facilitate protection of the "Aggie Field of Honor" Mark in print media intended for general public distribution and in any promotional materials, LICENSEE agrees to provide to LICENSOR for pre-approval such print media and promotional materials in accordance with Section 10.2.

9.4 LICENSEE agrees to cooperate with LICENSOR in the enforcement of rights in the LICENSED MARKS against others by providing LICENSOR with notice of unauthorized uses of which LICENSEE becomes aware, and by cooperating, at LICENSOR's expense, in any actions against alleged infringers within the TERRITORY.

10. QUALITY CONTROL

10.1 LICENSEE shall use the LICENSED MARKS in a manner that will foster the goodwill associated with them. LICENSEE acknowledges that if any signs, displays, boundary markers or monuments installed or used by LICENSEE in connection with the Municipal Cemetery, and particularly the Aggie Field of Honor, were of inferior quality in design, material or workmanship, the substantial goodwill which LICENSOR possesses in the MARKS would be impaired. Accordingly, LICENSEE agrees that all such uses shall be of quality workmanship and design and shall be maintained in that state at all times.

10.2 To assist LICENSOR in controlling the manner of use of the "Aggie Field of Honor" Mark (which incorporates LICENSOR'S "ATM" Mark), outside the TERRITORY as permitted in Section 4, and in controlling the quality of any such usage, LICENSEE shall, before it uses the "Aggie Field of Honor" Mark in any media intended for general distribution or on promotional materials furnish to LICENSOR, free of cost, for its approval, a sample of each such use of the "Aggie Field of Honor" Mark. The samples required in this Section shall be provided to LICENSOR by mailing, emailing, or shipping them, postage or shipping costs prepaid, to:

Chief Marketing Officer
Texas A&M University
1180 TAMU
College Station, Texas 77843-1180

LICENSOR shall have five (5) business days from receipt of each new sample of use in connection with the “Aggie Field of Honor” Mark in which to reject the sample. In absence of rejection, or upon earlier written acceptance, the sample shall be deemed as accepted as an example of the quality for that use of the “Aggie Field of Honor” Mark. LICENSOR’s pre-approval shall not be unreasonably withheld (by way of example, and not limitation of possible grounds for withholding approval, it shall be granted unless LICENSEE’s contemplated use is in poor taste or has a negative impact on LICENSOR’s image). Once a proposed use has been approved, it may be used thereafter throughout the TERM without additional approval.

11. MARKING

11.1 LICENSEE agrees that it will use the LICENSED MARKS in a manner as specified from time to time in writing by LICENSOR to indicate the rights of LICENSOR in the LICENSED MARKS, including registration status of the LICENSED MARKS and that the LICENSED MARKS are used pursuant to license.

(a) The “ATM” Mark incorporated into the “Aggie Field of Honor” Mark must include the registration symbol “®”.

(b) The following attribution statement must be included in a conspicuous manner and in a prominent place (for example on a plaque) on or near the large “ATM” Mark in the central circle shown on the right-hand side of the plan attached as **Attachment C**: “The “ATM” trademark is a trademark of Texas A&M University and its use is pursuant to a license agreement with the university.”

(c) Following registration by LICENSOR, LICENSOR may require the following attribution statement be placed in a conspicuous manner on a plaque or sign in proximity to the “Muster” Mark: “The “Muster” trademark is a trademark of Texas A&M University and its use is pursuant to a license agreement with the university.”

11.2 If LICENSEE uses the “Aggie Field of Honor” Mark on its website, it will use the trademark notice (“®”) and will make the Attribution Statement described in Section 11.1 above in a small, legible font footnote or bottom-of-page disclosure. The disclosure will appear on any page where the “Aggie Field of Honor” Mark is a significant feature and on the legal disclosure/disclaimer page of the website. The “Aggie Field of Honor” Mark is considered to be a “significant feature” if it is used in a manner that distinguishes it from other printed information on the page, such as by differing larger font, larger size, or color). If the “Aggie Field of Honor” Mark is used in text on the website, no trademark notice or footnote disclosure is required, but the “Aggie Field of Honor” Mark will be set off in quotation marks or in all caps.

11.3 If LICENSEE uses the “Aggie Field of Honor” Mark on print media intended for general distribution or in any promotional materials, LICENSEE will use the trademark notice (“®”) on the “ATM” Mark.

12. INDEMNITY/HOLD HARMLESS

12.1 LICENSEE agrees that it is wholly responsible for the LICENSED USE in connection with the Municipal Cemetery.

12.2 To the extent permitted by the Constitution and laws of the State of Texas, LICENSEE indemnifies and holds harmless LICENSOR and the officers, employees, attorneys, and agents thereof, from any claims, demands, causes of action, and damages, including reasonable attorney’s fees, caused by or arising out of use by LICENSEE of any LICENSED MARK, including without limitation, claims or actions for patent or copyright infringement.

12.3 To the extent permitted by the Constitution and laws of the State of Texas, LICENSOR indemnifies and holds harmless LICENSEE and the officers, employees, attorneys, and agents thereof, from any claims, demands, causes of action, and damages, including reasonable attorney’s fees, caused by or arising out of use by LICENSOR of any LICENSED MARK, including without limitation, claims or actions for patent or copyright infringement.

13. NOTICES/ OPPORTUNITY FOR CURE

13.1 Except as provided in Section 6, all notices or demands required to be made or permitted under this License Agreement shall be in writing or via email and shall be deemed served when received by the following individuals:

If to the LICENSEE: City Manager
City of College Station
1101 Texas Avenue
P. O. Box 9960
College Station, Texas 77842

with a copy to: City Attorney
1101 Texas Avenue
College Station, Texas 77840

If to LICENSOR: Chief Marketing Officer
Texas A&M University
1180 TAMU
College Station, Texas 77843-1180

with a copy to:

Office of General Counsel
The Texas A&M University System
Texas A&M System Building, Suite 2079
200 Technology Way
College Station, Texas 77840

or to such other address as either party may from time to time designate in writing.

13.2 Opportunity for Cure/Mediation. If either party believes that the other party is in default or material violation of this License Agreement, such party shall provide notice in writing to the other party specifying the alleged violation within thirty (30) days of gaining actual knowledge of the alleged violation and specify a reasonable means for curing such violation. Failure to give notice of an alleged violation shall not constitute waiver of that violation unless the offended party has actual knowledge of the alleged violation. Moreover, waiver with regard to one violation shall not constitute waiver of subsequent violations.

The allegedly offending party shall use its best efforts to cure the perceived violation as soon as possible, but will, in any event, immediately (within five (5) business days of receipt of notice) contest the alleged violation as provided below or cure the alleged violation within no more than twenty (20) days of receipt of notice. If the allegedly offending party opts to contest the allegation of a violation, it shall provide notice of its disagreement with the alleged violation within five (5) business days of receipt of notice of the alleged violation and explain the grounds for such disagreement. Similarly, if cure is attempted and the allegedly offended party does not believe that the cure is sufficient, the allegedly offended party shall provide notice of the insufficiency of cure within five (5) business days of determining that cure was, in its opinion, insufficient.

The parties' designees identified in Section 13.1 or other representatives identified under Section 9.3 agree to confer by telephone or in person within ten (10) business days of the sending of either a notices of disagreement or a notice of the insufficiency to cure to attempt to resolve the disagreement. If the parties are unable to reach agreement regarding resolution of the alleged violation within said ten (10) business days, then the parties agree to participate in mediation concerning the alleged violation within forty-five (45) days of the date of sending of the notice of disagreement with the allegation of violation or of the notice of insufficiency of cure, as the case shall be. The mediation shall be conducted before a mediator mutually agreed to by the parties. If the parties are unable to agree upon a single mediator, each party shall select a neutral mediator, and the mediation shall be conducted before the two selected mediators as neutral co-mediators. If the parties are unable to agree upon the time and/or place for the mediation, it shall be determined by the mediator(s). The above time periods may be extended by agreement of the parties. The parties shall share evenly the costs of the mediator(s). Neither party shall file suit without first providing the above-required notice and opportunity for cure. While the parties agree to be generally guided by the mediation process, if no agreement is reached in mediation, the allegedly offended party may pursue whatever claims or remedies it believes are available to it under this License Agreement; the other party may assert whatever defenses it believes are available to it, and both parties reserve all of their rights under this License Agreement.

14. STATUS OF PARTIES

This License Agreement is not intended to create, and shall not be interpreted or construed as creating, a partnership, joint venture, franchise, agency, employment, master and servant, or similar relationship between LICENSOR and LICENSEE, and no representation to the contrary shall be binding upon LICENSOR.

15. BINDING EFFECT

This License Agreement shall be binding upon and inure to the benefit of LICENSOR and LICENSEE and, subject to Section 8.1 above, their respective successors and assigns.

16. LAW GOVERNING

THIS LICENSE AGREEMENT SHALL FOR ALL PURPOSES BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

17. MISCELLANEOUS

17.1 The provisions of this License Agreement are severable, and if any provision shall be held illegal, invalid, or unenforceable, such holding shall not affect the legality, validity, or enforceability of any other provision. Any such illegal, invalid, or unenforceable provision shall be deemed stricken as if it had never been contained in this License Agreement, but all other provisions shall continue in full force and effect.

17.2 This License Agreement may not be amended, modified, or rescinded except by a written agreement executed by LICENSOR and LICENSEE.

EXECUTED in duplicate originals this _____ day of _____, 2008, by LICENSOR.

TEXAS A&M UNIVERSITY

By: _____
ELSA MURANO
President

RECOMMEND APPROVAL:

JASON D. COOK

Vice President for Marketing and Communications
Texas A&M University

STEVEN B. MOORE

Chief Marketing Officer
Texas A&M University

APPROVED AS TO FORM:

TIMOTHY V. COFFEY

Assistant General Counsel
Office of General Counsel
The Texas A&M University System

EXECUTED in duplicate originals this _____ day of _____, 2008, by
LICENSEE.

CITY OF COLLEGE STATION

By: _____

BEN WHITE
Mayor

ATTEST:

City Secretary

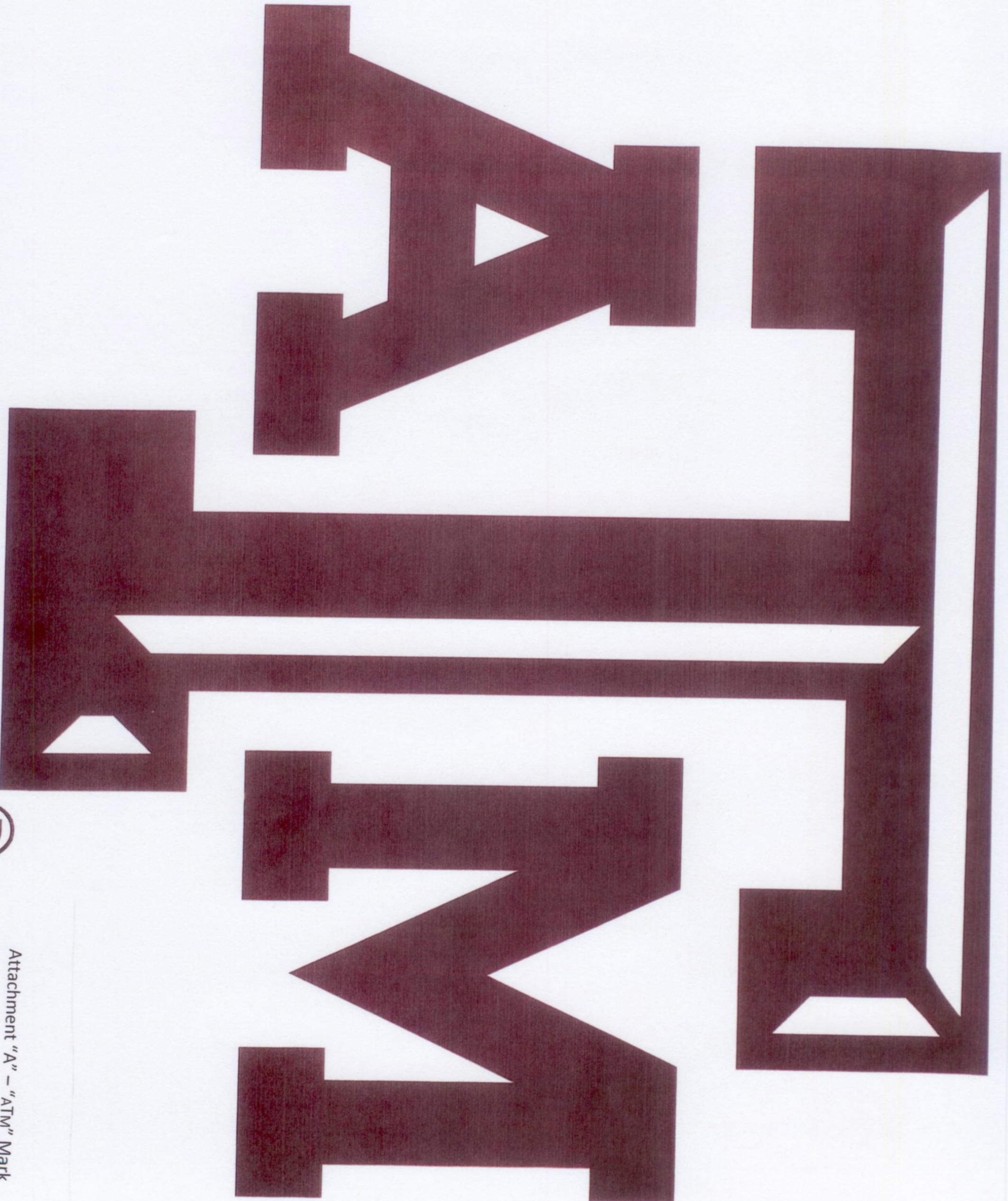
APPROVED:

City Manager

Chief Financial Officer

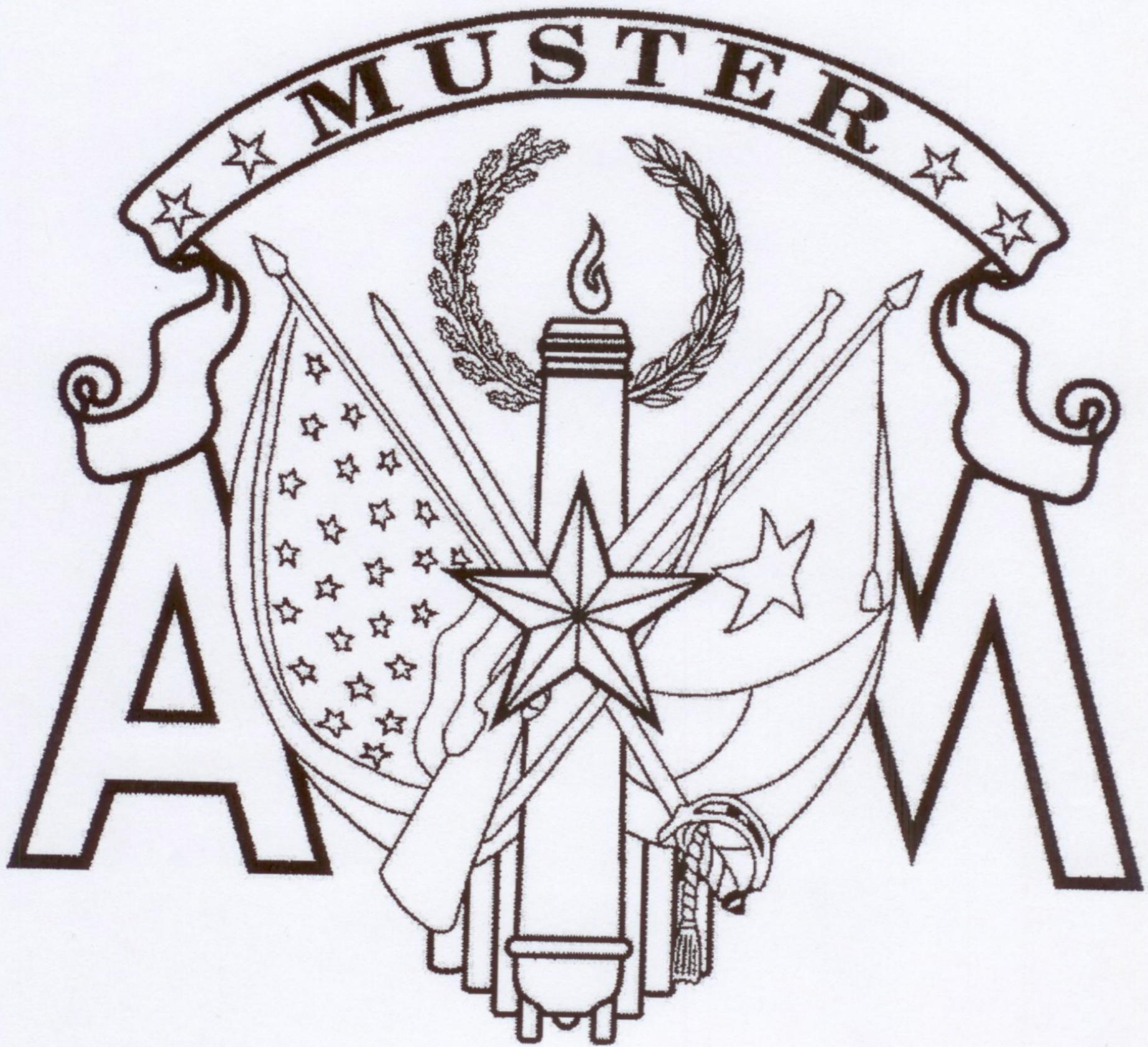
City Attorney

DRAFT

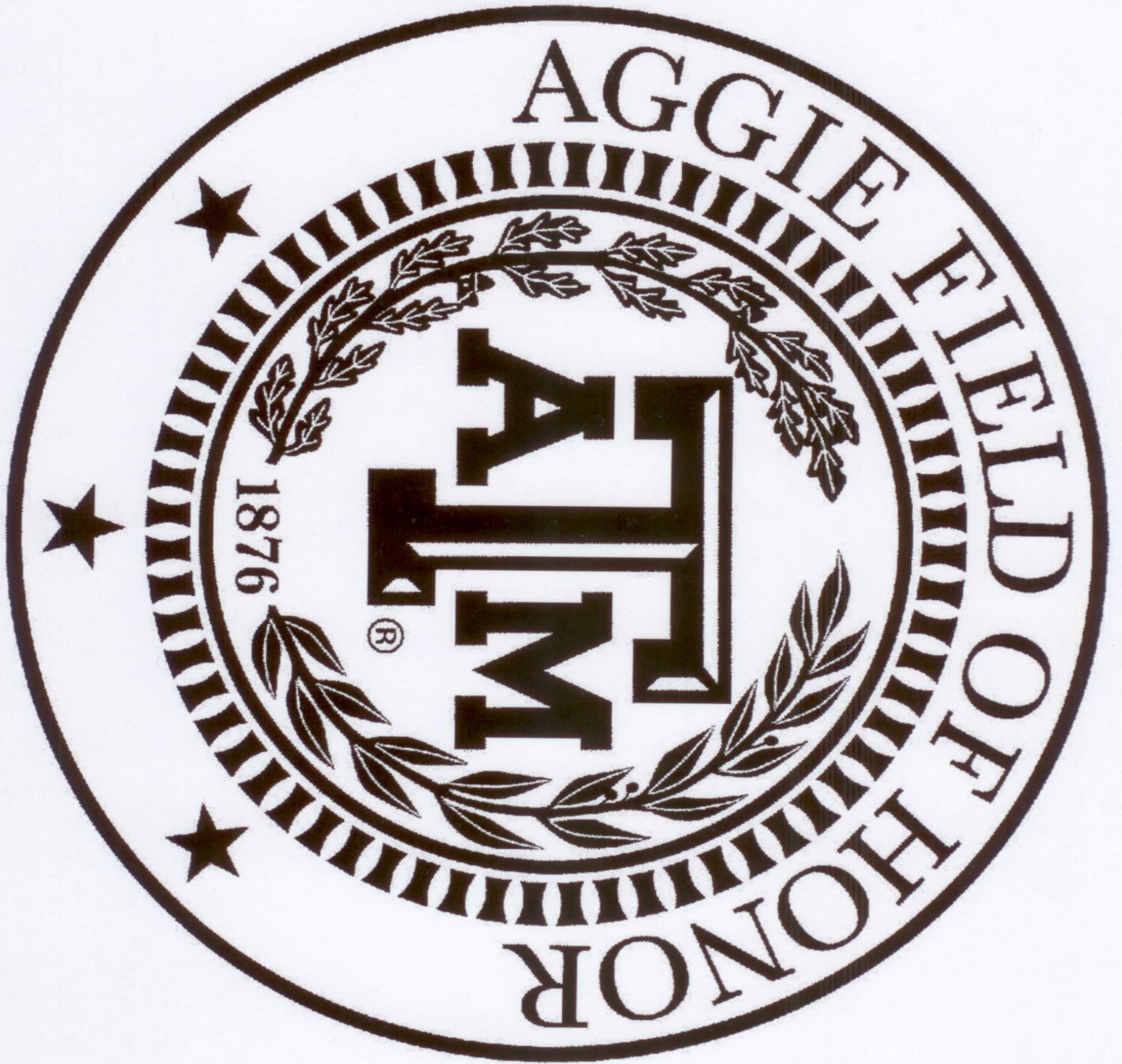


Attachment "A" – "ATM" Mark

Page 1 of 2



Attachment "A" - Muster Logo



Attachment "B"
"Aggie Field of Honor" Mark



Attachment "g"
"Aggie Field of Honor" Mark

WEST FIELD



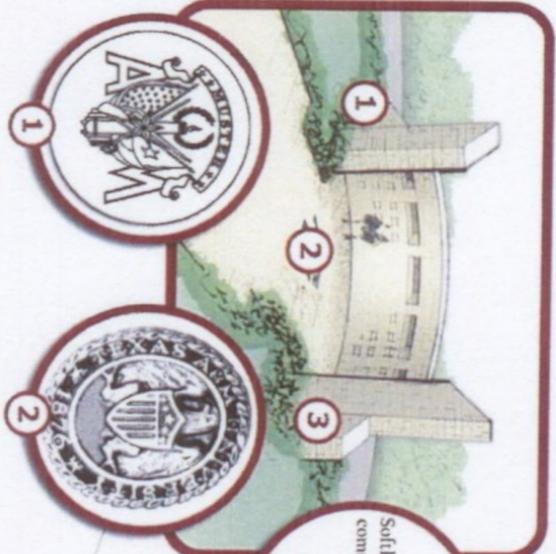
NORTH FIELD



We are the Aggies
the Aggies are we.



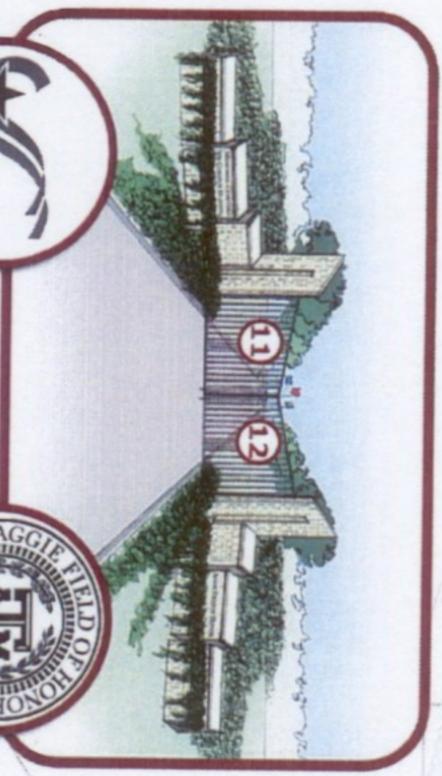
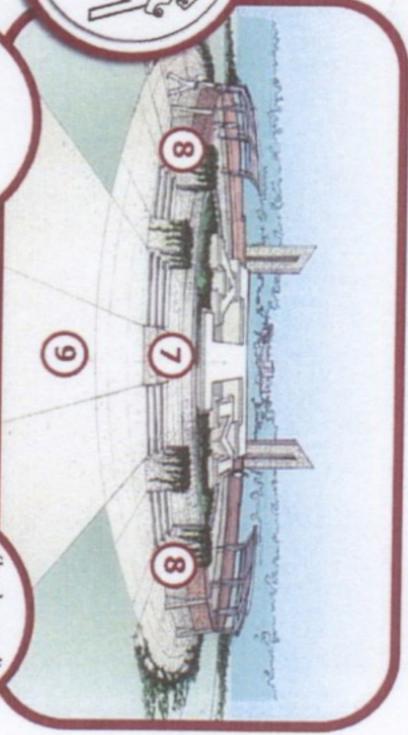
Soflily call the Muster, let
comrade answer, "Here!"
by
Dr. John Ashken
class '06



SOUTH FIELD



Soflily call the Muster, let
comrade answer, "Here!"
by
Dr. John Ashken
class '06



EAST FIELD



AGGIE FIELD OF HONOR SAYINGS AND SYMBOLS

ATM logo

Spirit Gate

Monumental concrete form, raised and tilted with the bottom lower portion facing the central plaza, roughly 32' by 32' in plan, and approx. 6' at the highest point above the spirit gate plaza level.

City of College Station Logo

Entrance Gate

Left Gate 4' diameter metal medallion secured to gate. (Location 11)

Columns flanking entrance to North Field. Right side smaller column. 2' diameter circular medallion secured to stone face. (Location 18)

Aggie Field of Honor Seal

Entrance Gate

Right Gate 4' diameter metal medallion secured to gate. (Location 12)

Spirit Gate

Back of raised/tilted portion of the monumental "T" on the left side (when facing the back of the "T") engraved metal secured to concrete face. (Location 4)

Columns flanking entrance to East, West, and South Fields. Right side smaller column. 2' diameter circular medallion secured to stone face. (Locations 14, 16, 20)

Aggie Ring Crest

Spirit Gate

Back of raised/tilted portion of the monumental "T" on the right side (when facing the back of the "T") engraved metal secured to concrete face. (Location 6)

Aggie Columbarium

Engraved into concrete floor at center point of radial columbarium wall. 5' diameter. (Location 2)

Aggie Muster Seal

Spirit Gate

Central raised location between the steps leading to the walkway around the raised block ATM. (Location 7)

Aggie Columbarium

Left side smaller column. 2' diameter circular medallion secured to stone face. (Location 1)

"We are the Aggies, the Aggies are We."

Spirit Gate

Back of raised/tilted portion of the monumental "T" in the center. Engraved metal secured to concrete face. (Location 5)

"Softly call the Muster, Let Comrade Answer, Here!" by Dr. John Ashton, Class 1906

Aggie Columbarium

Portion of muster description. Right side smaller column. 2' diameter circular medallion secured to stone face. (Location 3)

Spirit Gate

First stone "section" of perimeter wall on the left and right sides. 2' plaque secured to stone face. (Location 8)

February 14, 2008

Consent Agenda Item 2p

Property for Groundwater Wells 8, 9, and 10

To: Glenn Brown, City Manager

From: David Coleman, Director of Water Services Department

Agenda Caption: Presentation, possible action, and discussion to approve an amended Needs Resolution authorizing the purchase or condemnation of property, water rights, right-of-way and easement interest in certain properties for the Groundwater Wells 8, 9, and 10 Project.

Recommendation: Staff recommends approval of the amended Needs Resolution.

Summary: City Council approved an amended Needs Resolution on April 26, 2007 identifying additional properties for the purchase of land or water rights sufficient for water wells 8, 9, and 10. The purpose of this Project is to meet the City's future water demand through approximately 2020, at the present population growth rate and usage. This land purchase is required, since the Brazos Valley Groundwater Conservation District rules require owners of all new public water supply wells (producing 3,000 gallons per minute from the Simsboro aquifer) to own 649 acres of land or water rights for each well, with the land being contiguous and reasonably reflecting the cone of depression of each well.

Since April, 26, 2007, discussions with land owners in this area made us aware of three properties in Robertson County that were available for purchase that will make ideal well sites. The Council approved real estate contracts with the property owners on September 27, 2007. This amended Needs Resolution will authorize the City to complete the purchase of these three tracts.

The attached map shows the revised properties that are recommended for purchase to drill groundwater wells. The properties are located in both Brazos and Robertson Counties, for optimal water quality and quantity, plus are as near our existing wells as possible, to facilitate connection to our well-field water collection system.

Budget & Financial Summary: Funds are available and budgeted in the Water Budget and future Bond sales.

Attachments:
Resolution
Map



**Needs Resolution
Wells 8, 9, and 10**

8 February 2008

RESOLUTION DETERMINING NEED

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING RESOLUTION NO. 1-11-2007-12.07 TO ACQUIRE ADDITIONAL CERTAIN PROPERTY NECESSARY TO MEET THE NEEDS OF THE GROUNDWATER 8, 9 AND 10 PROJECT.

WHEREAS, on January 11, 2007, the City Council of the City of College Station, Texas, adopted Resolution 1-11-2007-12.07, declaring a public necessity for the Groundwater Wells 8, 9, and 10 Project and authorizing the acquisition of fee simple, groundwater rights, right-of-way and/or easement interests in certain property for the Project; and

WHEREAS, it has been determined that the certain property identified in Resolution No. 1-11-2007-12.07 is not sufficient to meet the needs for the Project; and

WHEREAS, it has been determined that it is in the best interests and needs of the public, including the health, safety and welfare of the public, to acquire fee simple, groundwater rights, right-of-way and/or easement interests in certain properties in addition to those properties identified in Resolution 1-11-2007-12.07; with such additional certain properties described in Exhibit "A", attached hereto and made a part hereof for all purposes; 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 determines that there is a public necessity for, and the public welfare and convenience will be served by, the acquisition of those certain additional properties, as set out in Exhibit "A".
- PART 2: That the City Council of the City of College Station, Texas, hereby officially amends Resolution No. 1-11-2007-12.07 by supplementing the properties as described in said Resolution with the properties described in Exhibit "A" as attached herein.
- PART 3: That all of the terms, conditions, determinations and authorizations in Resolution No. 1-11-2007-12.07 shall remain in full force and effect except that the Resolution shall be amended to supplement the properties set out in said Resolution with those properties described in Exhibit "A".
- PART 4: That this Resolution shall take effect immediately from and after its passage.

RESOLUTION NO. _____

Page 2

ADOPTED this 14th day of February, A.D. 2008.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Land Title Survey
Hank Allen Tract
Wright Coley Survey
Abstract No. 95 Robertson County
December 12, 2007

All that certain tract or parcel of land lying and being situated in the Wright Coley Survey, Abstract No. 95, in Robertson County, Texas, being all that tract called 172.135 acres described in deed to Hank L. Allen recorded in Volume 657, Page 770 of the Official Records of Robertson County, Texas, being bounded on the northeast by those tracts conveyed to H.J. Bernard by deed recorded in Volume 234, Page 78 of the Deed Records of Robertson County, Texas, on the southeast by that 55 acre tract conveyed to Willie E. Allen by deed recorded in Volume 657, Page 746 of the Official Records of Robertson County, Texas, on the southwest by the line between the Wright Coley Survey and the John Smith Survey and on the northwest by that tract called 92.4 acre seventh tract conveyed to Maurice H. Lightsey by deed recorded in Volume 289, Page 785 of the Public Records of Robertson County, Texas, and being more particularly described as follows:

Commencing at a 5/8" iron rod found at the common corner of the Charles Rowe 200 acre tract described in Volume 657, Page 707 of the Official Records of Robertson County, Texas, and the Willie Allen 55 acre tract in the line between the John Smith Survey, Abstract No. 334 in Robertson County, Texas, and the Wright Coley Survey, Abstract No. 95 in Robertson County, Texas, from where USGS monument "Sims" Bears S 35° 04' 41" W - 18,662.7 feet and Brazos County GPS monument no. BZ136 bears S 27° 23' 45" E - 10,240.5 feet.

Thence N 32° 42' 21" W - 671.37 feet along the line between the said Willie Allen tract and that tract called 833.04 acres in deed to Forbin Investments, N.V. as Tract Three recorded in Volume 1009, Page 345 of the Official Public Records of Brazos County, Texas, to a 5/8" iron rod found at the common corner of the said Willie Allen tract and the said Hank Allen tract for the **Point of Beginning** of this tract;

Thence N 32° 45' 50" W - 1311.19 feet along the line between the said Hank Allen tract and the said Forbin Investments tract to a 6" fence corner post at the common corner of the said Hank Allen tract and the said Lightsey 92.4 acre tract;

EXHIBIT "A"

Thence N 56° 59' 25" E – 3190.00 feet along a fence line between the said Hank Allen tract and the said Lightsey tract to the center of the Little Brazos River, from where a 5/8" iron rod was found S 56° 59' 25" W – 50.0 feet;

Thence N 33° 13' 00" W – 26.15 feet up the center of the Little Brazos River to the common corner of the said Hank Allen tract and the said Bernard tract;

Thence along the line between the said Hank Allen tract and the said Bernard tract as follows;

N 66° 07' 51" E – 1919.20 feet along a fence, at 41.0' pass a 1/2" iron rod found on line, to a 6" fence post;

N 86° 17' 24" E – 253.76 feet to a 6" fence post;

S 69° 08' 58" E – 339.93 feet along a fence to an 8" fence post;

S 65° 46' 00" E – 275.92 feet along a fence and projection of to a point in a pond;

S 33° 04' 32" E – 727.78 feet to the common corner of the said Hank Allen tract and the said Bernard tracts in the northwest line of an old road and approximately on the line between the Wright Coley Survey and the Henry Fullerton Survey, Abstract No. 153, in Robertson County, Texas;

Thence S 56° 56' 24" W – 1133.91 feet along the northwest line of the said old road and the approximate line between the said Wright Coley Survey and the said Henry Fullerton Survey to a 5" cedar fence corner post in concrete at an angle point;

Thence S 57° 32' 57" W – 983.23 feet continuing along the northwest line of the said old road to the center of the Little Brazos River on the northeast line of the said Willie Allen 55 acre tract;

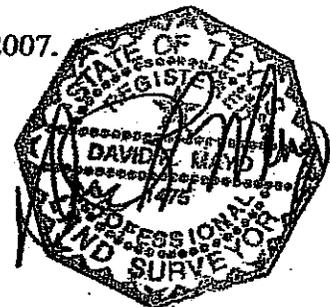
Thence N 32° 30' W – 290.8 feet up the center of the Little Brazos River to a point under the center of a concrete bridge;

Thence N 40° 40' W – 34.8 feet continuing up the center of the Little Brazos River to the north corner of the said Willie Allen 55 acre tract;

Thence S 56° 51' 51" W – 3543.13 feet, at 50.0' pass a 5/8" iron rod found on line, along the fenced line between the said Willie Allen tract and the said Hank Allen tract to the **Point of Beginning** and containing 173.3 acres of land more or less.

Bearings are Texas State Plane, NAD83(1993) datum, based on Brazos County GPS monuments BZ 136 and BZ 133 (N35° 20' 24" E).

See Land Title Survey plat prepared for this tract dated December 2007.



Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Land Title Survey
Willie Allen Tract
Wright Coley Survey
Abstract No. 95 Robertson County
December 12, 2007

All that certain tract or parcel of land lying and being situated in the Wright Coley Survey, Abstract No. 95, in Robertson County, Texas, being all that tract called 55.000 acres described in deed to Willie E. Allen recorded in Volume 657, Page 746 of the Official Records of Robertson County, Texas, being bounded on the northeast by the center of the Little Brazos River, on the southeast by that tract conveyed to Charles A. Rowe, Sr. by deed recorded in Volume 657, Page 707 of the Official Records of Robertson County, Texas, on the southwest by the line between the Wright Coley Survey and the John Smith Survey and on the northwest by that tract called 172.135 acres conveyed to Hank L. Allen by deed recorded in Volume 657, Page 770 of the Official Records of Robertson County, Texas, and being more particularly described as follows:

Beginning at a 5/8" iron rod found at the common corner of the said Charles Rowe 200 acre tract and the Willie Allen 55 acre tract in the line between the John Smith Survey, Abstract No. 334 in Robertson County, Texas, and the Wright Coley Survey, Abstract No. 95 in Robertson County, Texas, from where USGS monument "Sims" bears S 35° 04' 41" W - 18,662.7 feet and Brazos County GPS monument no. BZ136 bears S 27° 23' 45" E - 10,240.5 feet.

Thence N 56° 52' 10" E - 3613.20 feet along the line between the said Rowe tract and the said Willie Allen tract to the center of the Little Brazos River, from where a 5/8" iron rod was found S 56° 52' 10" W - 60.0 feet;

Thence up the center of the Little Brazos River with its meanders approximately as follows:

N 31° 30' W - 56 feet;
N 43° 30' W - 173 feet;
N 49° W - 125 feet to a corner of the said Hank Allen tract;
N 32° 30' W - 290.8 feet to a point under the center of a concrete bridge;
N 40° 40' W - 34.8 feet to the north corner of the said Willie Allen tract;

Thence S 56° 51' 51" W - 3543.13 feet, at 50.0' pass a 5/8" iron rod found on line, along the fenced line between the said Willie Allen tract and the said Hank Allen tract to a 5/8"

iron rod found at the common corner of same in the line between the said John Smith Survey and the said Wright Coley Survey which is the northeast line of the tract called 833.04 acres in deed to Forbin Investments N.V. as Tract Three recorded in Volume 1009, Page 345 of the Official Records of Brazos County, Texas

Thence S 32° 42' 21" E - 671.37 feet along the line between the said Willie Allen tract and the said Forbin Investments tract to the Point of Beginning and containing 55.0 acres of land more or less.

Bearings are Texas State Plane, NAD83(1993) datum, based on Brazos County GPS monuments BZ 136 and BZ 133 (N35° 20' 24" E).

See Land Title Survey plat prepared for this tract dated December 2007.



Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378

Land Title Survey
Charles A. Rowe, Sr. Tract
Wright Coley Survey
Abstract No. 253 Brazos County
Abstract No. 95 Robertson County
December 12, 2007

All that certain tract or parcel of land lying and being situated in the Wright Coley Survey, Abstract No 95, in Robertson County, Texas, and Abstract No. 253 in Brazos County, Texas, being all that tract called 200.000 acres described in deed to Charles A. Rowe, Sr. recorded in Volume 2650, Page 103 of the Official Public Records of Brazos County, Texas, and Volume 657, Page 707 of the Official Records of Robertson County, Texas, being bounded on the northeast by the center of the Little Brazos River, on the southeast by the line between the Wright Coley survey and the Moses Hughes Survey, on the southwest by the line between the Wright Coley Survey and the John Smith Survey and on the northwest by that tract called 55.000 acres conveyed to Willie E. Allen by deed recorded in Volume 657, Page 746 of the Official Records of Robertson County, Texas, and being more particularly described as follows:

Beginning at a 5/8" iron rod found at the common corner of the said Charles Rowe 200 acre tract and the Willie Allen 55 acre tract in the line between the John Smith Survey, Abstract No. 334 in Robertson County, Texas, and the Wright Coley Survey, Abstract No. 95 in Robertson County, Texas, from where USGS monument "Sims" Bears S 35° 04' 41" W - 18,662.7 feet and Brazos County GPS monument no. BZ136 bears S 27° 23' 45" E - 10,240.5 feet.

Thence N 56° 52' 10" E - 3613.20 feet along the line between the said Rowe tract and the said Willie Allen tract to the center of the Little Brazos River, from where a 5/8" iron rod was found S 56° 52' 10" W - 60.0 feet;

Thence down the center of the Little Brazos River with its meanders approximately as follows;

S 32° E - 650 feet;
S 22° E - 600 feet;
S 19° E - 350 feet;
S 11° E - 200 feet;
S 3° W - 450 feet;
S 9° W - 250 feet;

EXHIBIT "A"

S 15° W – 363 feet;
S 26° 20' W – 57.5 feet to the line between the said Rowe tract and the William E. Kutzschbach Trust tract called 478.69 acres and described in Volume 167, Page 473 of the Deed Records of Brazos County, Texas, and Volume 2000, Page 275 of the Official Public Records of Brazos County, Texas; from where a 5/8" iron rod was found S 48° 57' 15" W – 127.0 feet at a fence corner post;

Thence S 56° 38' 50" W – 2568.00 feet generally along an old fence on the line between the said Rowe tract and the said Kutzschbach tract which is the line between the said Wright Coley Survey and the said Moses Hughes Survey, Abstract No. 135, to a 5/8" iron rod found at an old cedar fence corner post at the south corner of the said Rowe tract which is in the northeast line of the said John Smith Survey, Abstract No. 209, in Brazos County, Texas;

Thence N 33° 50' 09" W – 1216.00 feet along the fenced line between the said Rowe tract and the said Kutzschbach tract to a 6" fence corner post at the northeast corner of the said Kutzschbach tract which is a common corner of the said Kutzschbach tract and that tract called 833.04 acres in deed to Forbin Investments N.V. as Tract Three recorded in Volume 1009, Page 345 of the Official Records of Brazos County, Texas;

Thence N 32° 37' 43" W – 1377.72 feet along the fenced line between the said Rowe tract and the said Forbin Investments tract to the Point of Beginning and containing 199.8 acres of land more or less.

Bearings are Texas State Plane, NAD83(1993) datum, based on Brazos County GPS monuments BZ 136 and BZ 133 (N35° 20' 24" E).

See Land Title Survey plat prepared for this tract dated December 2007.

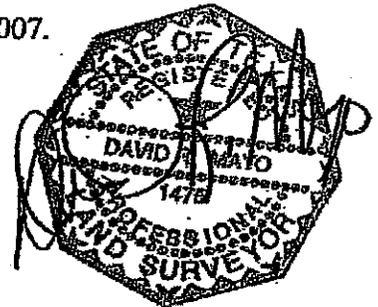


EXHIBIT "A"

February 14, 2008
Regular Agenda Item 1
317 & 321 Redmond Drive Comprehensive Plan Amendment

To: Glenn Brown, City Manager

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

Agenda Caption: Public hearing, presentation, possible action, and discussion on an amendment to the Comprehensive Plan - Land Use Plan from Regional Retail and Residential Attached to Redevelopment for 0.95 acres located at 317 and 321 Redmond Drive.

Recommendation(s): The Planning & Zoning Commission heard this item on January 17, 2008 and recommended approval of the request with a 6-0 vote. Staff recommended approval of the Land Use Plan amendment.

Summary: The subject request was analyzed by staff as follows:

1. **Changed or changing conditions in the subject area or the City:** The applicant has requested to amend the Land Use Plan to reflect the subject properties as Redevelopment in order to include them as part of the redevelopment of the adjacent Ramada Inn property into a mixed-use development. The Ramada Inn property was rezoned to Planned Mixed Use District (P-MUD) in July 2007. In association with the proposed development, the City Council also approved street modifications in December 2007. Redmond Drive will be closed at the point it crosses the Wolf Pen Creek tributary between the Meridian Apartments and the Redmond Terrace neighborhood. Milliff Road will also be converted to one-way from Rosemary Lane out of the neighborhood to the rear of the commercial property while the remaining portion of Milliff Road out to Texas Avenue will remain open to two-way traffic.

The Comprehensive Plan defines Redevelopment as "currently developed areas which will experience redevelopment as a result of increased land value." The subject properties were previously developed as a gas station and self-service car wash. The structures on these sites have been demolished and the property has been placed on the market for sale.

The property to the north of the Ramada Inn site across Milliff Road, is designated on the Land Use Plan as Regional Retail and Floodplain & Streams and was redeveloped in 2003 from the Redmond Terrace shopping center to Texas Avenue Crossing. The property to the east, across Texas Avenue, is designated as Redevelopment and was redeveloped as Central Station shopping center (formerly Culpepper Plaza) in 2007.

2. **Compatibility with the remainder of the Comprehensive Plan:** The current Regional Retail and Residential Attached designations are not consistent with the proposed Planned Mixed-Use District (P-MUD) zoning. Generally, mixed-use developments and P-MUD zoning are appropriate in areas shown as either Planned Development or Redevelopment on the Land Use Plan, depending on specific site characteristics. In this case, Staff believes that Redevelopment is the more appropriate designation.

The Comprehensive Plan states that "redevelopment will occur as mixed use developments as described (below). Mixed-use redevelopment areas are projected for areas close to the University, such as Northgate." Mixed-Use is defined as "areas which encourage mixing of

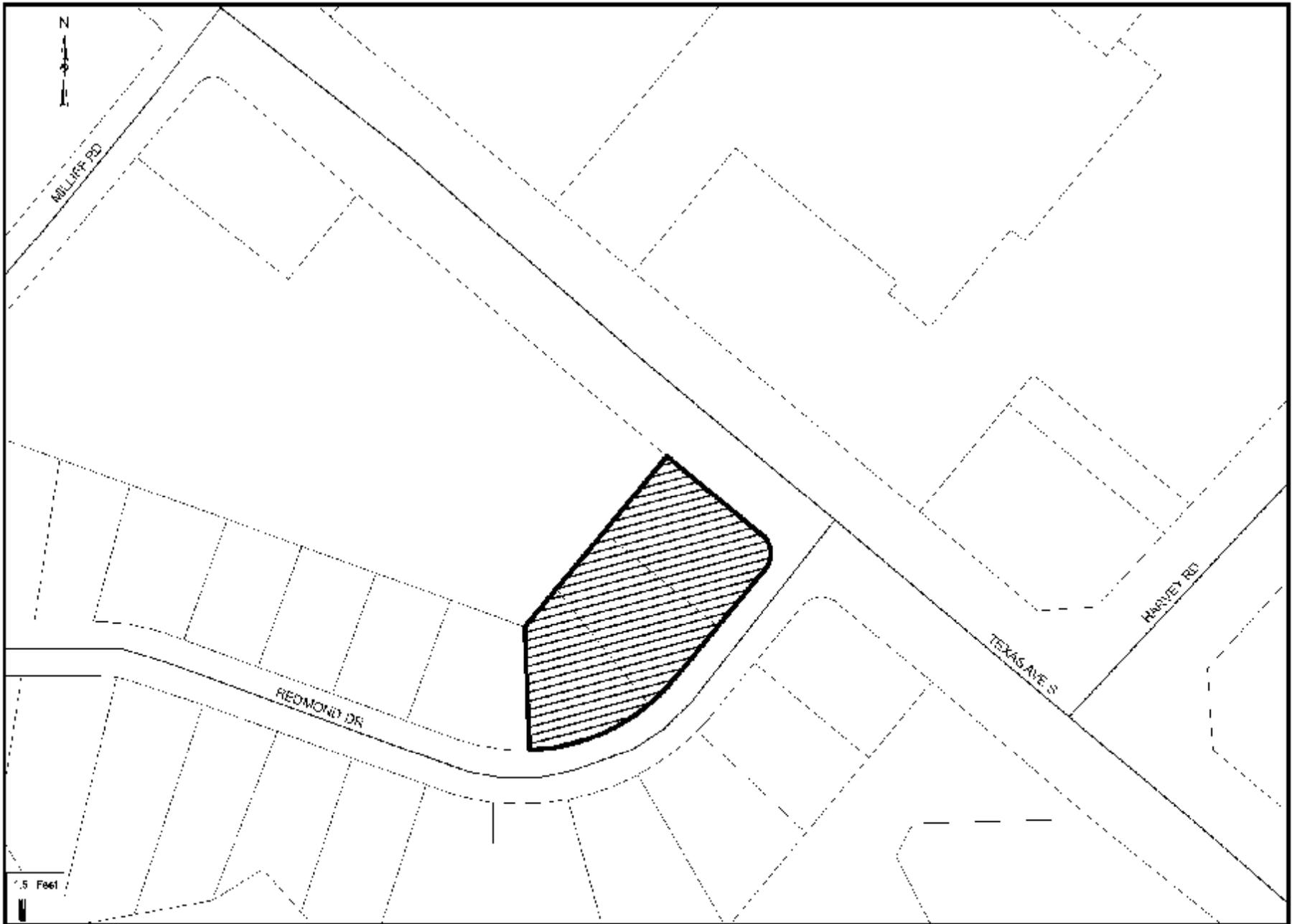
compatible land uses such as retail/commercial, office, parks, multi-family, and attached single-family. These uses are developed together in a manner that allows interaction between the uses and that allows each use to support the other uses. The residential uses provide the patrons for the office and commercial uses. The layout of these land uses must take into consideration pedestrian linkages, landscape buffers between the uses, shared site improvements and vehicular circulation. The success of these mixed use areas is directly related to the sensitive master planning of the site layout."

The subject properties are located adjacent to Texas Avenue, a Major Arterial on the City's Thoroughfare Plan, and Redmond Drive a local street. The properties also have cross access to the adjacent Ramada Inn site.

Budget & Financial Summary: N/A

Attachments:

1. Small Area Map (SAM) and Aerial
2. Draft Planning and Zoning Commission Meeting Minutes, January 17, 2008
3. Land Use Plan Amendment Map
4. Comprehensive Plan Amendment Supporting Information
5. Ordinance



DEVELOPMENT REVIEW

321 REDMOND & 317 REDMOND

Case: 07-306

COMP PLAN



15 Feet
|



DEVELOPMENT REVIEW

321 REDMOND & 317 REDMOND

Case:
07-306

COMP
PLAN



MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
Thursday, January 17, 2008
at 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Bill Davis, Harold Strong, Derek Dictson, Glenn Schroeder and Noel Bauman

COMMISSIONERS ABSENT: Marsha Sanford

CITY COUNCIL MEMBERS PRESENT: None

CITY STAFF PRESENT: Senior Planner Lindsay Boyer, Staff Planners Jason Schubert and Matt Robinson, Graduate Civil Engineer Josh Norton, Acting Development Engineer Carol Cotter, City Engineer Alan Gibbs, Director Bob Cowell, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Action Center Representative Kerry Mullins and Staff Assistant Brittany Caldwell

1. Call Meeting to Order.

Chairman Nichols called the meeting to order at 7:05 p.m.

5. Public hearing, presentation, possible action, and discussion on an amendment to the Comprehensive Plan - Land Use Plan from Regional Retail and Residential Attached to Redevelopment for 0.95 acres located at 317 and 321 Redmond Drive. **Case #07-00500306 (JS)**

This item was presented with the rezoning.

6. Public hearing, presentation, possible action, and discussion on a rezoning from C-1 General Commercial, P-MUD Planned Mixed Use District, and A-O Agricultural Open to P-MUD Planned Mixed Use District and A-O Agricultural Open for 4.905 acres located at 1502 Texas Avenue South and 317 & 321 Redmond Drive. **Case #07-00500305 (JS)**

Jason Schubert, Staff Planner, presented the comprehensive plan amendment and rezoning. He recommended approval of the comprehensive plan amendment, and recommended approval of the rezoning should the comprehensive plan amendment be approved.

Commissioner Bauman asked if there would be traffic pattern changes with this development. Mr. Schubert stated that a Traffic Impact Analysis (TIA) was not required with the proposal, but that there would most likely be minimal change.

Commissioner Dictson asked if Millif Road would be signalized. Director Cowell stated that there would only be a median opening.

Veronica Morgan, 511 University Drive, stated that this project would be good for College Station.

Commissioner Davis motioned to recommend approval of the comprehensive plan amendment. Commissioner Strong seconded the motion, motion passed (6-0).

Commissioner Davis motioned to recommend approval of the rezoning. Commissioner Strong seconded the motion, motion passed (6-0).

10. Adjourn.

Commissioner Bauman motioned to adjourn the meeting. Commissioner Davis seconded the motion, motion passed (6-0).

Meeting adjourned at 9:40 p.m.



Case: 07-306

317 & 321 Redmond Drive
Comprehensive Plan Amendment



City of College Station
Planning & Zoning Commission
City Council
c/o Development Services
1101 S. Texas Ave.
College Station, Texas 77840

November 21, 2007

Re: Comprehensive Plan Amendment for Lots 9, 10 and 11, Block 3 of the Redmond Terrace First Installment Subdivision and a 10 foot wide side strip adjoining the northwest lot line of said Lot 11

Dear Planning & Zoning Commission and City Council:

We are currently considering the purchase and redevelopment of the corner tract at the northeast corner of Redmond Drive and Texas Avenue. It is the location of the old Summit gas station and car wash, which has recently been demolished. This property has recently been placed back on the market and we would like to incorporate this property into the adjacent mixed use development and develop it as a *single master planned site*.

Why request a Comprehensive Plan Amendment?

Our desire is to redevelop the site into an urban mixed use development with the mix of uses consisting of retail, restaurants, and residential attached housing. In order to accomplish this concept, we must first amend the Comprehensive Land Use Plan because the current zoning and land use do not allow this concept to occur on this land. Currently, the Comprehensive Land Use Plan (Exhibit A – first panel) on this tract reflects *Regional Retail* as the most appropriate land use. In order to permit the desired mixed use concept, staff has indicated that the land use category most appropriate at this location is *Redevelopment*. According to the Comprehensive Plan, *Redevelopment* is defined as "Currently developed areas which will experience redevelopment as a result of increased land value. Redevelopment will occur as mixed use developments as described previously. Mixed-use redevelopment areas are projected for areas close to the University, such as Northgate." Therefore, our request before you is to amend the Comprehensive Plan for these lots from *Regional Retail* to *Redevelopment*.

What are the changed conditions that warrant a Comprehensive Plan Amendment?

Regional Retail

Two changed conditions have occurred recently that warrant this Comprehensive Plan Amendment. First, the subject property has recently been placed on the market for sale, and secondly the adjacent property has recently changed from *Retail Regional* to

Redevelopment on the Plan. As discussed during the adjacent Ramada Inn property rezoning to Planned Mixed Use development, this area is prime for redevelopment. We would like to incorporate this corner tract with the overall adjacent sites redevelopment scheme rather than have it redevelop as an independent lot. However, with the current zoning category of C-1, General Commercial on the property it is not possible to accomplish that plan. Rather the Comprehensive Plan would need to depict this site as *Redevelopment* rather than simply *Retail Regional*. With this new plan designation of *Redevelopment*, the overall mixed use concept with retail regional on the bottom floor with multi-family housing above can be accomplished. As discussed during the adjacent property Comprehensive Plan amendment, it appears that this property, given its' age, its' location near TAMU, the recent adjacent Texas Avenue reconstruction project and the current status of the property, make it prime for redevelopment. The question at hand is what type of redevelopment should occur on the property and is *Regional Retail* still the most appropriate land use category for this site. The City has indicated a desire to encourage development of student housing closer to campus in an effort to reduce vehicle trips per day on the city transportation system. At the same time, the City has expressed a desire to encourage retail along Texas Avenue and other major transportation corridors in an effort to minimize traffic impacts from retailers on neighborhoods. With this location both near campus, it makes sense that a mixed use development which allows both uses is desirable. Unfortunately, *Regional Retail* does not allow this mix of uses, but the land use category of *Redevelopment* does allow this development type.

How does the proposed Land Use change further the goals and objectives of the Comprehensive Plan?

The use as proposed with a developer having a strong track record in the development of student housing is an exciting use. There are several Comprehensive Plan goals and objectives that would be positively impacted with this development at this location. Itemized below are several of the goals and objective statements from the current Plan that appear to be furthered:

Land Use Goals and Objectives

Goal #1 - College Station should continue to provide and locate adequate amounts of appropriately zoned land for all necessary types of land uses in an efficient, convenient, harmonious, and ecologically sound manner.

- ❖ Objective 1.3 - College Station should continue to avoid strip commercial development (such as that along Texas Avenue) and encourage centralized commercial development which encourages multi-modal access.

Goal #2 - College Station should continue to provide for the orderly development of existing and future land uses.

- ❖ Objective 2.4 - College Station should develop zoning districts which allow a mixture of residential and non-residential uses which complement and support each other with appropriate buffering.

Goal #3 - College Station should continue to protect, preserve and enhance existing and future neighborhoods.

- ❖ Objective 3.3 - College Station should encourage mixed-use developments which provide for an appropriate combination of residential and support uses.

Transportation Goals and Objectives

Goal #1 - College Station should balance the development of all modes of transportation to assure the fast, convenient, efficient and safe movement of people and goods to, from, and within the community while continuing to protect the integrity of neighborhoods.

- ❖ Objective 1.6 - College Station should work to encourage the reduction of travel through demand management techniques systems for such as carpooling and van-pooling.

Goal #2 - College Station should continue to ensure the development, maintenance and operation of a safe, efficient and effective transportation system to serve the City.

- ❖ Objective 2.1 - College Station should continue to develop and maintain a transportation planning process which addresses long range needs and emphasizes short and mid-range problem-solving.

Goal #5 - College Station should provide for the safe movement of pedestrians and bicyclists within College Station.

- ❖ Objective 5.1 - College Station should continue to encourage the use of alternate modes of transportation to reduce air pollution and traffic congestion, including transit, bicycle, and pedestrian.

Goal #6 - College Station should continue to work with the Brazos valley Transit System and the University to provide for efficient bus service within the community.

- ❖ Objective 6.1 - College Station should encourage the use of transit to reduce air pollution and traffic congestion by supporting things such as:
 - a. Mass transit facilities for existing and new developments.
 - b. Texas A & M University Shuttle and Urban Trolley transit service between all residential areas, the University, retail and employment centers, and between regional destinations
- ❖ Objective 6.2 - College Station should examine and promote land use concepts which enhance transit usage.

Why Is this Land Use more appropriate than the existing Land Use?

There are certain physical and economic constraints limiting the redevelopment of this property solely for retail/restaurant uses, which is that allowed by the current land use category, as well as some added benefits to including this property with the overall adjacent mixed use project. Some of these constraints and benefits are as follows.

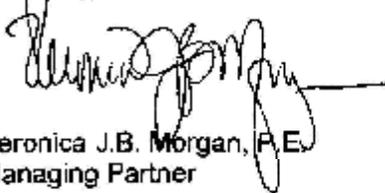
- ❖ The depth of the property limits the retail/restaurant uses to smaller tenants. If developed as a stand alone retail/restaurant use, at best this property would have a single shared access location with the adjacent mixed use property. The property if individually developed would not desire any additional shared access points as it would diminish the ability to adequately park the site.
- ❖ When developed as part of the mixed use project the amount of retail square footage that can be accomplished on the site increases dramatically. A recent potential development on the subject property was able to place a 4600 square foot restaurant on the site, while only minimally meeting parking requirements. With the site being incorporated into the overall mixed use development, access and parking are much improved and the retail component with the mixed use development increases from 38,990 square feet to 47,000 square feet or over 10,000 square feet, supporting an increase of 3600 square feet over an individually developed site.
- ❖ Probably more important than the increased square feet of retail use is the overall traffic circulation and parking layout that can be achieved if this property is developed as part of a master planned site. All too often sites develop adjacent to an individually owned and developed "corner tract". These corners usually develop with less than adequate site circulation and parking, leaving a less than desirable traffic circulation pattern and often times parking inadequacies that spill over into adjacent sites. Anytime a small tract can be developed along with a larger master planned development it is much more desirable. Case in point are the restaurant outparcels developed as part of the Gateway shopping center. These restaurant and retail outparcels were all individually developed and not really developed as part of an overall master planned shopping center. Had they developed as part of the shopping center with cross parking easements and parking count established under the shopping center definition, the parking problem that most of them are experiencing could have been avoided.

The highest and best use of the property is that of a mixed use concept that can be incorporated and master planned with the adjacent property. At best, the site as it currently stands alone could only support a small retailer or restaurant with only minimal cross access. Small sites such as these are best incorporated, when feasible, into larger tracts such that they can be master planned as a whole, rather than having a small outparcel that is independently owned and developed.

We believe that this property being incorporated into the adjacent mixed use urban development with a ground floor retail component anchoring an innovative student housing redevelopment this close to TAMU is the most appropriate and more importantly a very exciting land use for this property.

We appreciate your consideration of our request and if you have any questions please feel free to call 260-6963.

Sincerely,

A handwritten signature in black ink, appearing to read "Veronica J.B. Morgan", with a long horizontal flourish extending to the right.

Veronica J.B. Morgan, P.E.
Managing Partner

Cc: Richard Rainer, Excel Commercial Real Estate, LLC
Paul Thrower, Megaclose, USA
Tom Keenan, TCK Realty Corp.
Jerry Tipps, RS&J, Inc.
Chuck Ellison, Ellison Law
file

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE COMPREHENSIVE PLAN LAND USE MAP, FOR THE AREA LOCATED AT 317 & 321 REDMOND DRIVE, 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 the "Comprehensive Plan of the City of College Station" be amended by amending the "Comprehensive Plan Land Use Map" as set out in Exhibits "A" and "B", for the identified area 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 _____, 2008.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



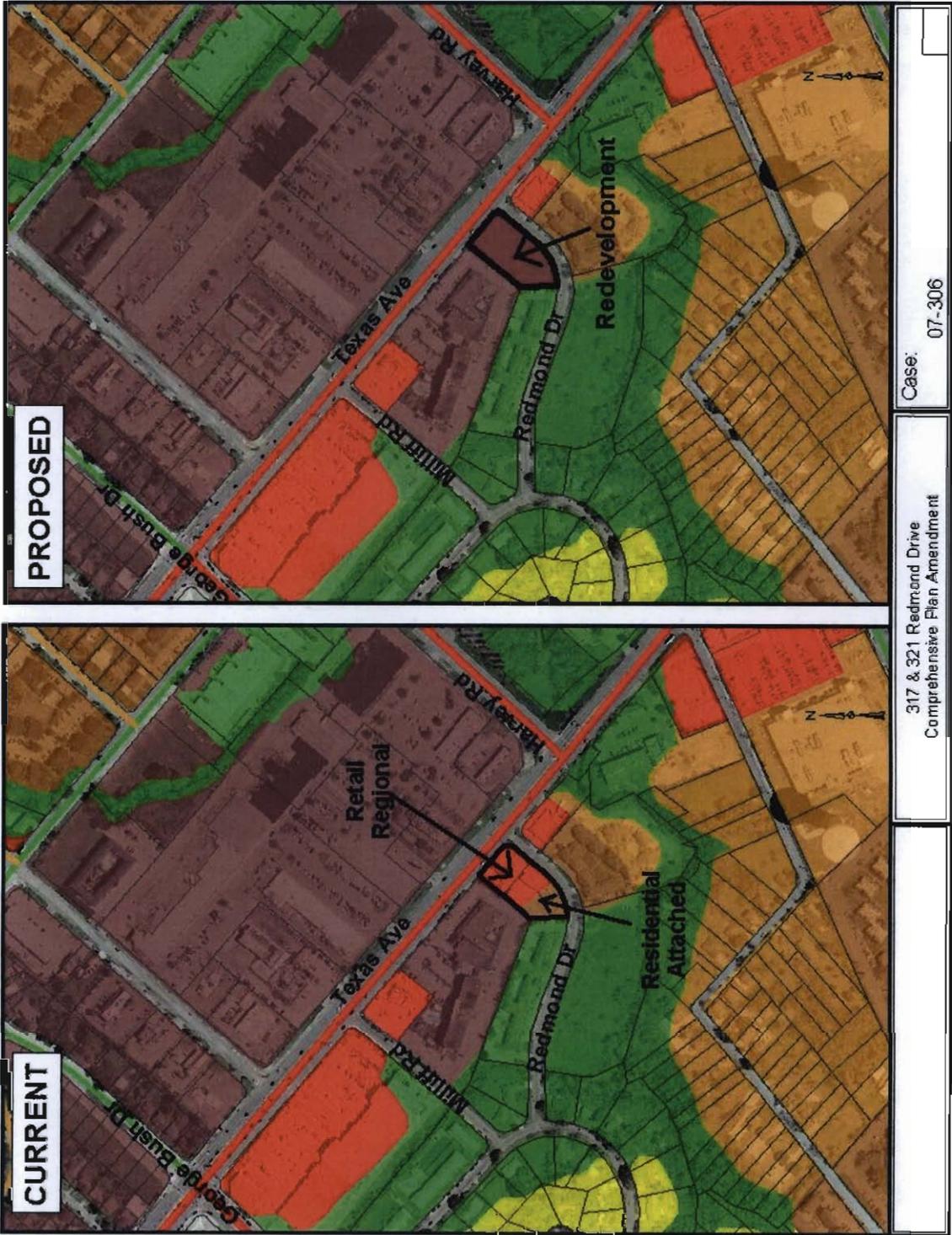
City Attorney

EXHIBIT "A"
AMENDED AREA OF
COLLEGE STATION LAND USE MAP

That the "Comprehensive Plan" of the City of College Station, Texas, is hereby amended by amending the College Station Land Use Plan Map as follows:

The 0.95 acres generally located at 317 & 321 Redmond Drive is amended from Retail Regional and Residential Attached to Redevelopment, as shown on the attached Exhibit "B".

EXHIBIT "B"



February 14, 2008
Regular Agenda Item 2
1502 Texas Ave S and 317 & 321 Redmond Dr Rezoning

To: Glenn Brown, City Manager

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

Agenda Caption: Public hearing, presentation, possible action, and discussion on a rezoning from C-1 General Commercial, P-MUD Planned Mixed Use District, and A-O Agricultural Open to P-MUD Planned Mixed Use District and A-O Agricultural Open for 4.905 acres located at 1502 Texas Avenue South and 317 & 321 Redmond Drive.

Recommendation(s): The Planning & Zoning Commission heard this item on January 17, 2008 and recommended approval of the request with a 6-0 vote. Staff recommended approval of the rezoning request.

Summary: The subject request was analyzed by staff as follows:

1. **Consistency with the Comprehensive Plan:** A Comprehensive Plan Amendment to the Redevelopment land use designation was approved by City Council in July 2007 for the Ramada Inn site. The applicant has proposed a Comprehensive Plan Amendment for remaining portion of the subject property, seeking to change the Land Use Plan designation from Retail Regional and Residential Attached to Redevelopment. If approved, that change will allow this rezoning request to be considered.
2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** The properties to the north and south of the subject property along Texas Avenue are currently zoned and developed as commercial properties. Jack In The Box is to the north adjacent to the Ramada Inn, the Texas Avenue Crossing shopping center is across Milliff Road to the north and JJ's Liquor is located across Redmond Drive to the south. The properties to the west are zoned R-6 and R-1 and are respectively developed as the Meridian Apartments and single family homes within the Redmond Terrace Subdivision. The proposed zoning request retains an A-O Agricultural Open area adjacent to the single family homes. The proposed range in building heights will not exceed 150 feet which will ensure the proposed buildings will meet the single family protection height restrictions imposed by the Unified Development Ordinance. In addition, the City Council also approved street modifications in December 2007 in order to mitigate the potentially affects of additional traffic through the adjacent Redmond Terrace neighborhood. These modifications include the closure of Redmond Drive at the point it crosses the Wolf Pen Creek tributary between the Meridian Apartments and the Redmond Terrace neighborhood. Milliff Road will also be converted to one-way from Rosemary Lane out of the neighborhood to rear of the commercial property while the remaining portion of Milliff Road out to Texas Avenue will remain open to two-way traffic.

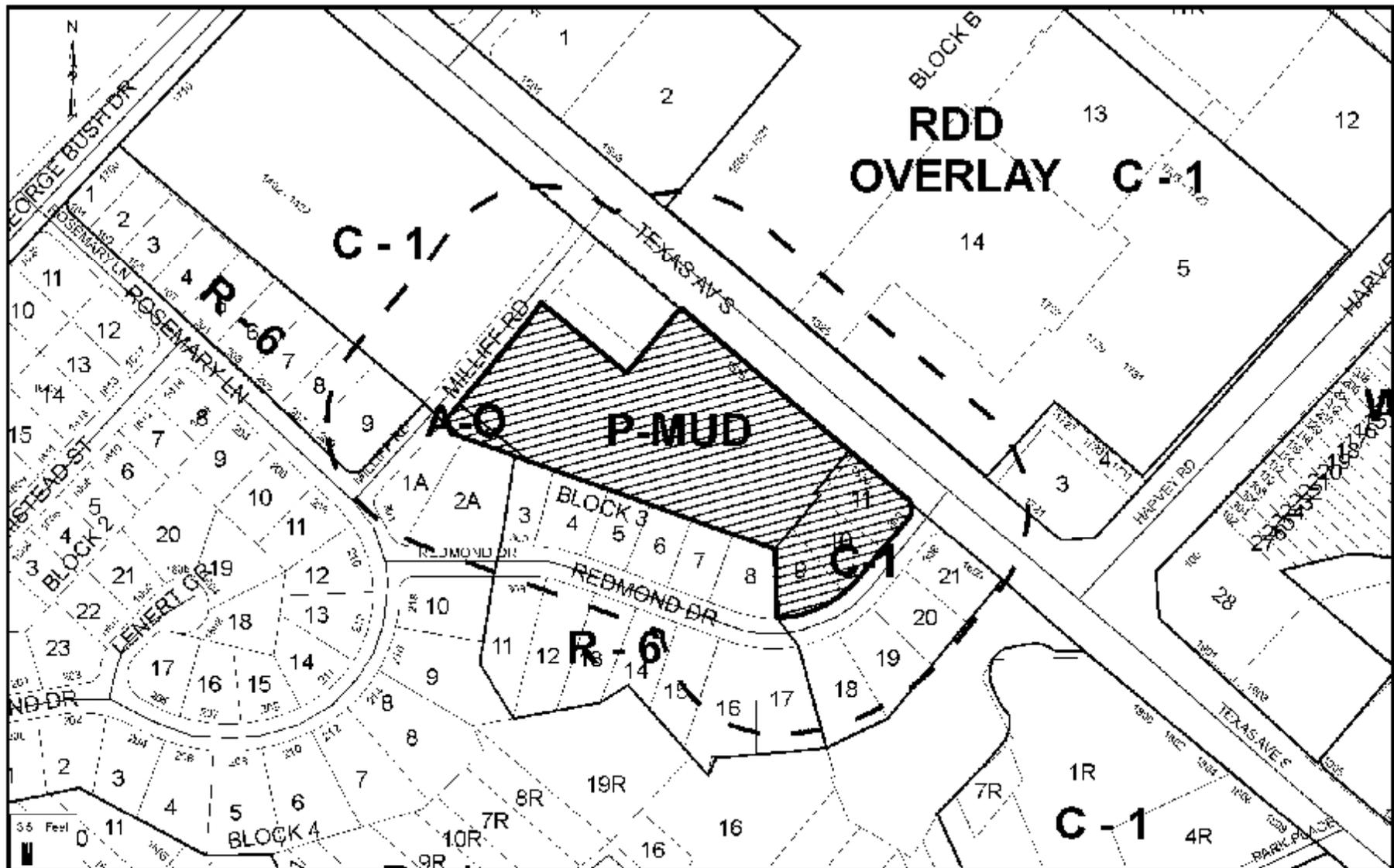
3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** The subject property is suitable for the proposed zoning district due in part to its access and visibility from Texas Avenue, a Major Arterial on the City's Thoroughfare Plan. In addition the proposed mixed-use development is in close proximity to Texas A&M University and would be complimentary to the other commercial development in the area.
4. **Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** A portion of the request is the Ramada Inn site that has already been zoned P-MUD and A-O. This request adds the adjacent C-1, General Commercial, property to the south to the P-MUD district. Being less than one acre in area and with limited depth, the existing C-1 property is only minimally adequate for its current zoning. The applicant states that a previous attempt to redevelop the property was only able to incorporate a 4,600 square-foot restaurant. By incorporating these lots into the larger P-MUD district, the applicant has been able to yield more than an additional 5,000 square feet of commercial space than that proposal. Furthermore, by consolidating these properties, the sites can be planned together in a better fashion than if done independently.
5. **Marketability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment:** The owner of the lots known as 317 & 321 Redmond Drive has the properties for sale and this request seeks to incorporate those lots into the proposed mixed-use development on the adjacent property. Having these properties included as part of the request will allow them to redevelop more easily and with a potential higher intensity.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There is existing water and sanitary sewer lines located on the subject property. The subject property has approximately 550 feet of frontage on Texas Avenue, a Major Arterial, and approximately 220 feet of frontage on Redmond Drive and 280 feet of frontage on Milliff Road, both local streets.

Specific information related to the Concept Plan and the Unified Development Ordinance Review Criteria has been included as an attachment.

Budget & Financial Summary: N/A

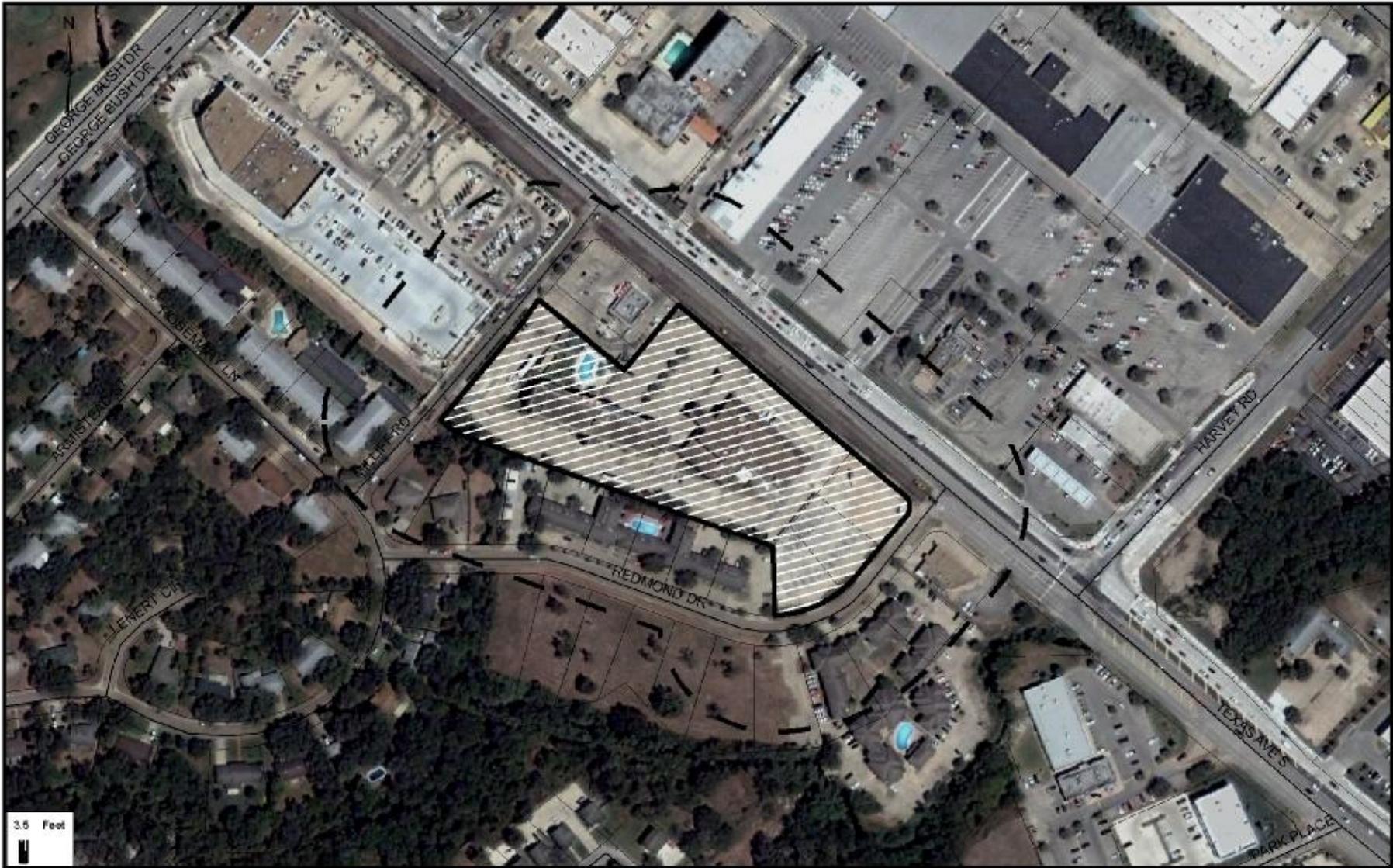
Attachments:

1. Small Area Map (SAM) and Aerial
2. Draft Planning and Zoning Commission Meeting Minutes, January 17, 2008
3. Rezoning Supporting Information
4. Copy of Concept Plan
5. Concept Plan Details and UDO Review Criteria
6. Ordinance



Zoning Districts	R-2 Townhouse	C-3 Light Commercial	WFC Wolf Pen Creek Dev Corridor
A-C Agricultural Open	R-4 Multi-Family	M-1 Light Industrial	NG-1 Core Northgate
A-CR Rural Residential Subdivision	R-6 High Density Multi-Family	M-2 Heavy Industrial	NG-2 Transitional Northgate
R-1 Single Family Residential	R-7 Manufactured Home Park	C-U College and University	NG-3 Residential Northgate
R-1R Single Family Residential	A-P Administrative/Professional	R & D Research and Development	OV Corridor Overlay
R-2 Duplex Residential	C-1 General Commercial	P-MUD Planned Mixed-Use Development	RDD Redevelopment District
	C-2 Commercial Industrial	PCD Planned Development District	KO Krenek Tap Overlay

 DEVELOPMENT REVIEW	321 REDMOND & 317 REDMOND	Case: 07-305	REZONING
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Zoning Districts		R - 3	Townhouse	C - 3	Light Commercial	WPC	Wolf Pen Creek Dev. Corridor
A - O	Agricultural Open	R - 4	Multi-Family	M - 1	Light Industrial	NG - 1	Core Northgate
A - OR	Rural Residential Subdivision	R - 6	High Density Multi-Family	M - 2	Heavy Industrial	NG - 2	Transitional Northgate
R - 1	Single Family Residential	R - 7	Manufactured Home Park	C - U	College and University	NG - 3	Residential Northgate
R - 1B	Single Family Residential	A - P	Administrative/Professional	R & D	Research and Development	OV	Corridor Overlay
R - 2	Duplex Residential	C - 1	General Commercial	P-MUD	Planned Mixed-Use Development	RDD	Redevelopment District
		C - 2	Commercial-Industrial	PDD	Planned Development District	KO	Krenek Tap Overlay

 DEVELOPMENT REVIEW	321 REDMOND & 317 REDMOND	Case: 07-305	REZONING
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MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
Thursday, January 17, 2008
at 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

COMMISSIONERS PRESENT: Chairman John Nichols, Bill Davis, Harold Strong, Derek Dictson, Glenn Schroeder and Noel Bauman

COMMISSIONERS ABSENT: Marsha Sanford

CITY COUNCIL MEMBERS PRESENT: None

CITY STAFF PRESENT: Senior Planner Lindsay Boyer, Staff Planners Jason Schubert and Matt Robinson, Graduate Civil Engineer Josh Norton, Acting Development Engineer Carol Cotter, City Engineer Alan Gibbs, Director Bob Cowell, Assistant Director Lance Simms, Planning Administrator Molly Hitchcock, First Assistant City Attorney Carla Robinson, Action Center Representative Kerry Mullins and Staff Assistant Brittany Caldwell

1. Call Meeting to Order.

Chairman Nichols called the meeting to order at 7:05 p.m.

5. Public hearing, presentation, possible action, and discussion on an amendment to the Comprehensive Plan - Land Use Plan from Regional Retail and Residential Attached to Redevelopment for 0.95 acres located at 317 and 321 Redmond Drive. **Case #07-00500306 (JS)**

This item was presented with the rezoning.

6. Public hearing, presentation, possible action, and discussion on a rezoning from C-1 General Commercial, P-MUD Planned Mixed Use District, and A-O Agricultural Open to P-MUD Planned Mixed Use District and A-O Agricultural Open for 4.905 acres located at 1502 Texas Avenue South and 317 & 321 Redmond Drive. **Case #07-00500305 (JS)**

Jason Schubert, Staff Planner, presented the comprehensive plan amendment and rezoning. He recommended approval of the comprehensive plan amendment, and recommended approval of the rezoning should the comprehensive plan amendment be approved.

Commissioner Bauman asked if there would be traffic pattern changes with this development. Mr. Schubert stated that a Traffic Impact Analysis (TIA) was not required with the proposal, but that there would most likely be minimal change.

Commissioner Dictson asked if Millif Road would be signalized. Director Cowell stated that there would only be a median opening.

Veronica Morgan, 511 University Drive, stated that this project would be good for College Station.

Commissioner Davis motioned to recommend approval of the comprehensive plan amendment. Commissioner Strong seconded the motion, motion passed (6-0).

Commissioner Davis motioned to recommend approval of the rezoning. Commissioner Strong seconded the motion, motion passed (6-0).

10. Adjourn.

Commissioner Bauman motioned to adjourn the meeting. Commissioner Davis seconded the motion, motion passed (6-0).

Meeting adjourned at 9:40 p.m.



07.305
12.19.07
4:31
JB

City of College Station
Planning & Zoning Commission
City Council
c/o Development Services
1101 S. Texas Ave.
College Station, Texas 77840

December 18, 2007

Re: Rezoning from C-1 to P-MUD for Lots 9, 10 and 11 of the Redmond Terrace First Installment along with a 10 foot wide side strip adjoining the northwest lot line of said Lot 11

Dear Planning & Zoning Commission and City Council:

We are currently considering the purchase and redevelopment of the corner tract at the northwest corner of Redmond Drive and Texas Avenue. It is the location of the old Summit gas station and car wash, which has recently been demolished. This property has recently been placed back on the market and we would like to incorporate this property into the adjacent mixed use development and develop it as a single master planned site.

Statement of Purpose and Intent

Our desire is to redevelop the site into an urban mixed use development with the mix of uses consisting of retail, restaurants, office and residential attached housing. In order to accomplish this, we must rezone the property because the current zoning does not allow this concept. Currently, the zoning on this tract is C-1, General Commercial. In order to permit the desired mixed use concept we are requesting a rezoning to P-MUD, Planned Mixed Use Development.

The mixed use as proposed with a developer having a strong track record in the development of student housing is an exciting use which will benefit many of the City of College Stations goals.

- ❖ It will put student housing close to the TAMU campus. This will further the City's goal to provide student housing close to campus in an effort to alleviate traffic congestion due to student housing being located far distances from the campus.
- ❖ It will create a mixed use urban development with a heretofore futuristic design anchoring the redevelopment around TAMU.

Changed or Changing Conditions

Two changed conditions have occurred recently that warrant this rezoning. First, the subject property has recently been placed on the market for sale, and secondly the adjacent property has recently changed from *Retail Regional* to *Redevelopment* on the Plan and has been rezoned from C-1 to P-MUD. As discussed during the adjacent Ramada Inn property rezoning to P-MUD, Planned Mixed Use development, this area is prime for redevelopment. We would like to incorporate this corner tract with the overall adjacent sites redevelopment scheme rather than have it redevelop as an independent lot. However, with the current zoning category of C-1, General Commercial on the property it is not possible to accomplish that plan. Rather the zoning category must be P-MUD, Planned Mixed Use Development. With this new zoning category, the overall mixed use concept with retail regional on the bottom floor with multi-family housing above can be accomplished.

As discussed during the adjacent property Comprehensive Plan amendment, it appears that this property, given its' age, its' location near TAMU, the recent adjacent Texas Avenue reconstruction project and the current status of the property, make it prime for redevelopment. The question at hand is what type of redevelopment should occur on the property and is Regional Retail still the most appropriate land use category for this site. The City has indicated a desire to encourage development of student housing closer to campus in an effort to reduce vehicle trips per day on the city transportation system. At the same time, the City has expressed a desire to encourage retail along Texas Avenue and other major transportation corridors in an effort to minimize traffic impacts from retailers on neighborhoods. With this location both near campus, it makes sense that a mixed use development which allows both uses is desirable. To accomplish this mix of uses a Planned-Mixed Use District must be the zoning category placed on the property.

In addition to the changed conditions, there are certain physical and economic constraints limiting the redevelopment of this property solely for retail/restaurant uses, which is that allowed by the current land use category, as well as some added benefits to including this property with the overall adjacent mixed use project. Some of these constraints and benefits (as discussed in the requested Comprehensive Plan Amendment) are as follows:

- ❖ The depth of the property limits the retail/restaurant uses to smaller tenants. If developed as a stand alone retail/restaurant use, at best this property would have a single shared access location with the adjacent mixed use property. The property if individually developed would not desire any additional shared access points as it would diminish the ability to adequately park the site.
- ❖ When developed as part of the mixed use project the amount of retail square footage that can be accomplished on the site increases dramatically. A recent potential development on the subject property was able to place a 4600 square foot restaurant on the site, while only minimally meeting parking requirements. With the site being incorporated into the overall mixed use development, access and parking are much improved and the retail component with the mixed use

development increases from 36,990 square feet to 47,000 square feet or over 10,000 square feet, supporting an increase of 3600 square feet over an individually developed site.

- ❖ Probably more important than the increased square feet of retail use is the overall traffic circulation and parking layout that can be achieved if this property is developed as part of a master planned site. All too often sites develop adjacent to an individually owned and developed "corner tract". These corners usually develop with less than adequate site circulation and parking, leaving a less than desirable traffic circulation pattern and often times parking inadequacies that spill over into adjacent sites. Anytime a small tract can be developed along with a larger master planned development it is much more desirable. Case in point are the restaurant outparcels developed as part of the Gateway shopping center. These restaurant and retail outparcels were all individually developed and not really developed as part of an overall master planned shopping center. Had they developed as part of the shopping center with cross parking easements and parking count established under the shopping center definition, the parking problem that most of them are experiencing could have been avoided.

The highest and best use of the property is that of a mixed use concept that can be incorporated and master planned with the adjacent property. At best, the site as it currently stands alone could only support a small retailer or restaurant with only minimal cross access. Small sites such as these are best incorporated, when feasible, into larger tracts such that they can be master planned as a whole, rather than having a small outparcel that is independently owned and developed.

We believe that this property being incorporated into the adjacent mixed use urban development with a ground floor retail component anchoring an innovative student housing redevelopment this close to TAMU is the most appropriate and more importantly a very exciting land use for this property.

Drainage Statement

The site is currently developed with impervious cover. Our intent is to redevelop the site utilizing one of the existing buildings on the adjacent property, new parking areas, and a new building developed partially on the adjacent property and partially on this tract, and a central amenity area. From a drainage perspective, we will maintain all existing runoff patterns and we will not increase the runoff from the existing developed conditions. Given these assumptions, detention will not be required.

List of Bulk or Dimensional Variances Sought

As part of this development we would like to vary from the following specific use standards:

- NRA pod parking
- Driveway spacing
- Detention requirements

It is our intent to meet as many of these requirements as physically possible but due to the site size and the existing conditions on the site, there will be many of these requirements that will be difficult to achieve, if not impossible.

NRA Pod Parking

This requires additional space onsite to accommodate this design concept. Because of the size of this property we do not have the room to accommodate these additional island areas. In order to increase the amount of retail square footage on the site, we must maximize the amount of parking on the site and therefore sacrifice these additional island areas. By eliminating these island areas we can provide more retail services on the site and increase the tax base along Texas Avenue.

Driveway Spacing

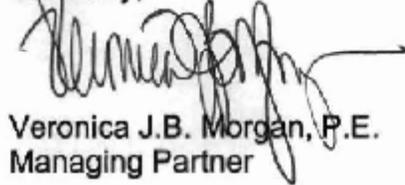
We understand that the existing drives do not currently meet the driveway spacing requirements. It is our desire in making this corner property part of the overall mixed use concept plan to have fully functional cross parking and access throughout the project. Given the existing driveways along Redmond Drive, we may not be able to achieve the required driveway separation and spacing along Redmond.

Detention Requirements

See attached Drainage Statement.

We appreciate your consideration of our request and if you have any questions please feel free to call 260-6963.

Sincerely,



Veronica J.B. Morgan, P.E.
Managing Partner

Cc: Richard Rainer, Excel Commercial Real Estate, LLC
Paul Thrower, Megaclose, USA
Tom Keenan, TCK Realty Corp.
Jerry Tipps, RS&J, Inc.
Chuck Ellison, Ellison Law
file

Proposed Redevelopment-- Ramada Inn Tract and Adjacent Parcels

A Proposed Development of MEGACLOSE USA
December 19, 2007

This Concept Plan is submitted in conjunction with the Statement of Purpose and Intent and other Rezoning application papers prepared by Mitchell and Morgan Engineers. While it is the intent of the authors of these documents to be complete, certain elements can not be fully and finally defined until additional diligence is performed, and actual surveys taken for all of the involved parcels. Please consider the following stipulations:

- This document was compiled from a variety of sources, including a 2007 survey of the Ramada Inn Tract and adjacent parcels by City GIS. As such, field dimensional control and absolute accuracy can not be warranted. The plan is subject to revision when the entire area is surveyed.
- It is the intent of the developer to comply with the City's landscape and streetscape requirements for developments along the Texas Avenue Corridor. The final scope and nature of these improvements is subject to further development, review and approval.
- This development keys upon the rehabilitation of the existing hotel building on the adjacent P-MUD parcel, the construction of a new multi-story building with retail and student apartments, and the construction of Structured Parking to accommodate the mixed uses. Parking on the ground has been largely considered for the use of the retail/commercial users, with resident parking in the structure.
- Proposed Development Heights:
Existing re-modelled hotel tower (dorms) to remain at current height
a. Proposed Residential over Commercial to be not more than 150' tall
- The Existing Utilities and Easements running along the property line and under the proposed amendments of the adjacent parcels shall be maintained and the proposed amendments shall be coordinated with the property from Mill to Redmond, as directed and coordinated with the City of College Station.
- Structured parking shall be provided on the parcel south of Redmond

15-Dec-07
Mitchell, Morgan Engineers, Texas
Site Calculation after Size Reduction for Rezoning of Combined Ramada
and Texas Ave Redmond Corner Parcel

Commercial Area Calculation

1 Hotel Base Floor Area Calculation	15,128	61,128
2 New Construction	30,790	30,790
3 New Floor Area "A"	3,798	3,798
4 New Floor Area "B"	34,585	34,585
5 Struct Floor Area, New Building		
6 Total Commercial Floor Area, Ramada and Texas Ave	49,711	49,711

Residential Area Calculation

1 Residential Total Allowed Area Calculation	158,844	158,844
2 20% Conversion, Residential		
3 Total Residential Area Calculation and Area Analysis		

Total Developable Area Calculation (100%)

1 Total Developable Area Calculation (100%)	248,555	248,555
2 Existing Area Breakdown, Feet "A"	49,711	see 2.c. above
3 New Construction	32,113	32,113
4 First Floor (Residential)	32,113	32,113
5 Second Floor (Residential)	20,558	20,558
6 Sixth Floor (Residential)	20,558	20,558
7 Removed Existing Hotel Tower (Residential Use)	80,504	80,504
Total Area	247,270	247,270

3 Area Summary	248,555	248,555
4 Total Area	49,711	20%
5 Total Residential	158,844	60%
6 Total Residential-Use Conversion	60,000	24%
7 Total Residential-Use Conversion	60,000	24%
8 Total Residential-Use Conversion	60,000	24%
9 Total Area	248,555	100%
10 Total Area	247,270	99%

Units and Bed Calculation

Units Floor	Each Floor	Units Total	Bed Total
1 Hotel Tower Re-model	11	11	44
2 One BR Efficiency	3	3	12
3 One BR+Living Room	6	6	24
4 Two BR	12	12	48
5 Total Hotel Tower Re-model	20	26	80
6 One BR Efficiency, One Bed per s.f.	15,128	756	3024
7 One BR Efficiency, One Bed per s.f.	15,128	756	3024
8 New Construction	152	152	608
9 Beds	218	218	872

First Class Comparison

Units	Each	Units	Bed
1 Hotel Tower Re-model	11	11	44
2 One BR Efficiency	3	3	12
3 One BR+Living Room	6	6	24
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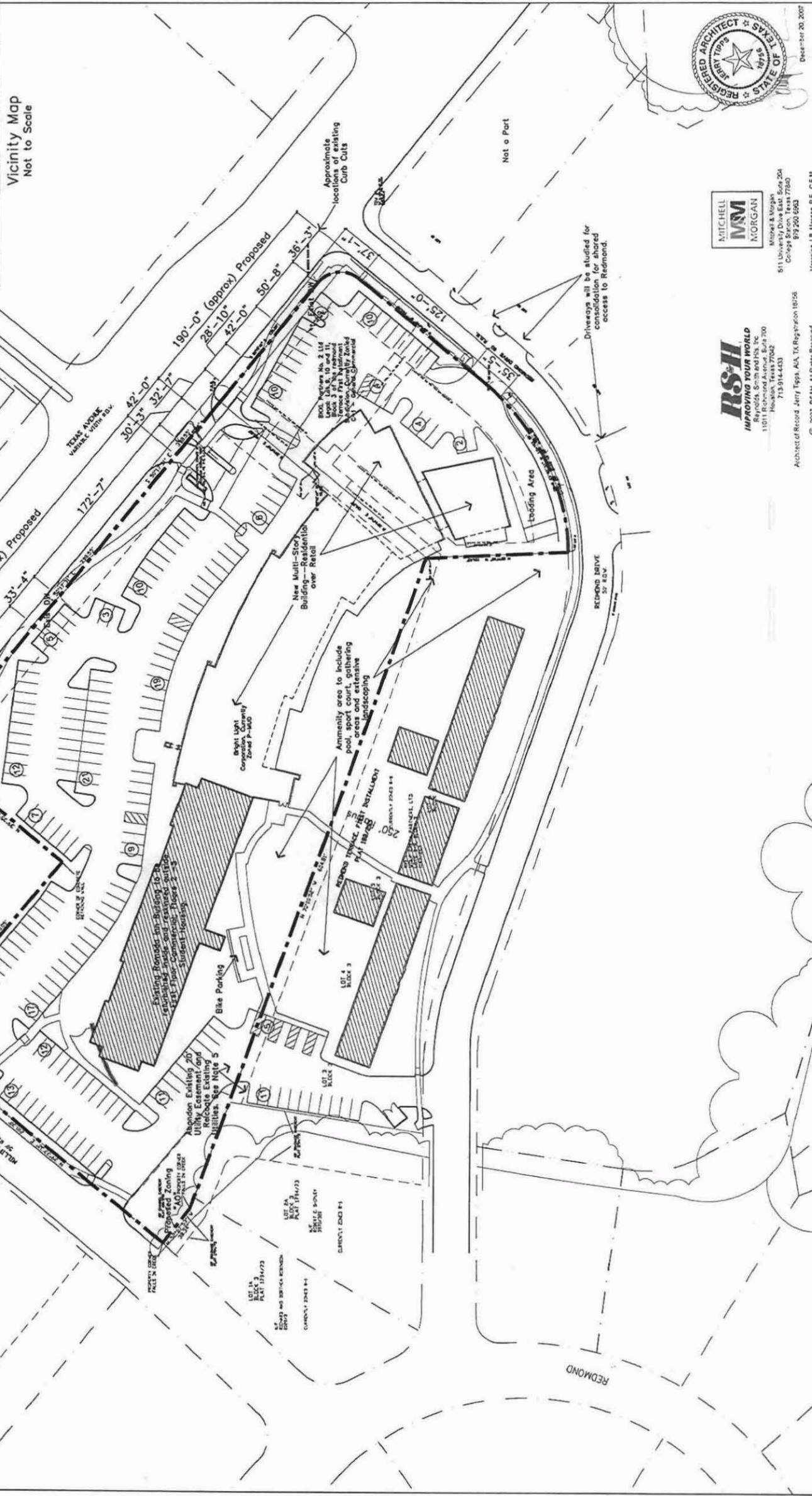
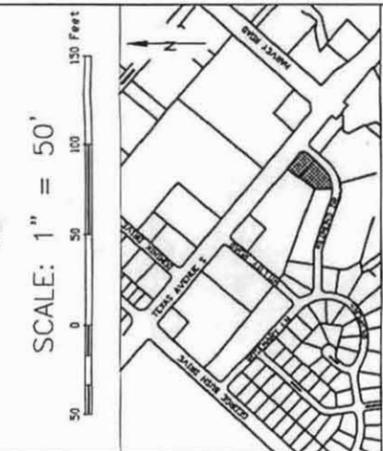
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9 Beds	218	218	872

Summary-Comparative

4 First Building	5 This Application	6 First Building	7 This Application
36,990	47,813	10,920	21%
100%	100%		

VI Summary-Comparative
1 This zoning application requires residential beds when compared to the existing application by Mitchell and Morgan Engineers. The proposed beds are compared to the existing application by Mitchell and Morgan Engineers.



**MITCHELL
MORGAN**
ARCHITECTS
11011 Redmond Avenue, Suite 200
College Station, Texas 77840
979.200.6963

RSH
IMPROVING YOUR WORLD
Raymond Smith and His, Inc.
11011 Redmond Avenue, Suite 200
College Station, Texas 77840
713.914.4433

December 20, 2007
Architect of Record: Jerry Tippa, AIA, TX Registration 181756
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Victoria J. B. Morgan, P.E., C.F.M.

01-08-08 12:00 AC
01-305
P12
1-17

Details of Concept Plan: The Concept Plan is intended to be more conceptual in nature and has not been reviewed for overall site plan compliance.

A Concept Plan was approved with a rezoning request for the existing Ramada Inn property in July 2007. The proposed Concept Plan expands the area of the mixed use district and extends the structure across the common property line between the Ramada Inn property and the Redmond Drive properties.

A Planned Mixed Use District requires that at least 20% residential and 20% non-residential uses are provided. The applicant has proposed approximately 80% of residential uses and approximately 20% non-residential uses. Only retail and other commercial uses are proposed on the ground floor with dormitory and multi-family units on the floors above them. Given the additional land area provided with this request, the applicant approximates the commercial area to increase from about 37,000 square feet with the original request to about 48,000 square feet. With the removal of residential units from ground floor of the existing hotel tower and with the consolidation of some other residential units, the number of residential units has been reduced from the applicant's initial submittal of approximately 274 units with 504 beds to approximately 232 units with 332 beds. The exact area of each use will be reviewed and evaluated with the site plan and building permit applications based on the use percentages cited above.

The applicant has also requested bulk and dimension variations from the Non-Residential Architectural Standards "POD" parking, driveway spacing, and detention requirements. Staff has determined that the POD parking variation is not necessary with the proposed parking layout. Also, it appears that the redevelopment project proposes less impervious cover on the site than currently exists. If so detention would not be required, though this will be verified through a Drainage Report submitted at the time of redevelopment.

The Concept Plan shows the Texas Avenue driveway being relocated further to the south than proposed on the initial Concept Plan. Since the first Concept Plan was approved, an additional median break is being added to Texas Avenue in the form of a hooded turn lane for south-bound traffic to enter Central Station shopping center. For safety purposes, Staff requested the development's driveway be relocated so that traffic exiting the site would not be able to cut directly across Texas Avenue and enter that turn lane. The applicant is requesting a dimensional variation to driveway spacing since the proposed driveway does not meet minimum driveway spacing standards. Staff supports this meritorious modification as a total of four driveways for the Ramada Inn and former gas station properties are being consolidated to one. Though the driveway may need to move slightly back to the north for further spacing from Redmond Drive, the final location of the driveway will be determined through a TxDOT Driveway Permit.

Review Criteria: The Unified Development Ordinances provides the following review criteria for PDD and P-MUD Concept Plans:

1. The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area;
2. The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and

will be consistent with the intent and purpose of this Section;

3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development;
4. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association;
5. The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities;
6. The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity; and
7. The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area.

ORDINANCE NO. _____

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

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

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

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

PASSED, ADOPTED and APPROVED this 14th day of February, 2008.

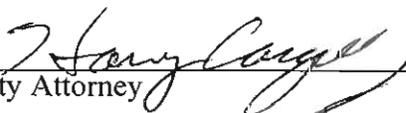
APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:



City Attorney

EXHIBIT "A"

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

The following property is rezoned from P-MUD Planned Mixed-Use, C-1 General Commercial, and A-O Agricultural Open to P-MUD Planned-Mixed Use and A-O Agricultural Open and shown graphically in Exhibit "B":

Tract 1: 0.9541 acres from C-1 General Commercial to P-MUD Planned Mixed-Use District:

A TRACT OR PARCEL CONTAINING 0.9541 ACRES OR 41,559 SQUARE FEET OF LAND, SITUATED IN THE J.E. SCOTT SURVEY, ABSTRACT NO. 50, BRAZOS COUNTY, TEXAS BEING ALL OF LOTS 9 AND 10 OF REDMOND TERRACE FIRST INSTALLMENT, MAP OR PLAT THEREOF RECORDED IN VOL. 314, PG. 618, B.C.D.N. CONVEYED TO THE LANE E. DURRANK TRUST IN VOL. 4257, PG. 332, B.C.D.P. AND ALL OF A CALLED 0.384 ACRE TRACT CONVEYED TO BCS LAND GROUP, L.P. IN VOL. 7086, PG. 199, B.C.D.N., WITH SAID 0.9541 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (NAD83):

BEGINNING AT A 1/2 INCH IRON ROD FOUND ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF TEXAS AVENUE (A.K.A. STATE HIGHWAY 6), MARKING THE MOST EASTERLY CORNER OF A CALLED 3.958 ACRE TRACT CONVEYED TO BRIGHT LIGHT CORPORATION IN VOL. 1375, PG. 284, B.C.D.N., SAME BEING THE MOST NORTHERLY CORNER OF THE SAID 0.384 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 50 DEG. 15 MIN. 41 SEC. EAST, ALONG AND WITH THE SAID SOUTHWESTERLY RIGHT OF WAY LINE OF TEXAS AVENUE, SAME BEING THE NORTHEASTERLY LINE OF LOT 11, BLOCK 3 OF SAID REDMOND TERRACE AND OF THE SAID 0.384 ACRE TRACT, A DISTANCE OF 135.00 FEET TO A CONCRETE T.K.D.O.T. MONUMENT FOUND MARKING THE NORTHWEST CUTBACK CORNER OF THE INTERSECTION OF THE SAID SOUTHWESTERLY RIGHT OF WAY LINE OF TEXAS AVENUE, WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF REDMOND DRIVE (BASED ON A WIDTH OF 50 FEET), FOR A POINT OF CURVATURE;

THENCE IN A SOUTHEASTERLY DIRECTION, ALONG SAID CURVED CUTBACK, AN ARC DISTANCE OF 39.27 FEET, WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, SUBTENDING A CENTRAL ANGLE OF 90 DEG. 00 MIN. 00 SEC. AND HAVING A CHORD BEARING AND DISTANCE OF SOUTH 05 DEG. 15 MIN. 41 SEC. EAST, A DISTANCE OF 36.38 FEET TO THE SOUTH-EAST CUTBACK CORNER OF SAID INTERSECTION, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR REFERENCE BEARS SOUTH 04 DEG. 53 MIN. EAST, 0.5 FEET;

THENCE SOUTH 39 DEG. 44 MIN. 19 SEC. WEST, ALONG AND WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID REDMOND DRIVE, A DISTANCE OF 143.30 FEET TO AN "X" IN CONCRETE FOUND MARKING A POINT OF CURVATURE;

THENCE IN A SOUTHWESTERLY DIRECTION, ALONG THE SAID NORTHWESTERLY RIGHT OF WAY LINE OF REDMOND DRIVE, AN ARC DISTANCE OF 168.27 FEET, WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, SUBTENDING A CENTRAL ANGLE OF 48 DEG. 12 MIN. 25 SEC., AND HAVING A CHORD BEARING AND DISTANCE OF SOUTH 63 DEG. 50 MIN. 31 SEC. WEST, A DISTANCE OF 163.35 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" FOUND MARKING THE COMMON SOUTHERLY CORNER OF LOTS 8 AND 9 OF SAID REDMOND TERRACE, FOR THE MOST SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 02 DEG. 11 MIN. 48 SEC. WEST, ALONG AND WITH THE COMMON LINE BETWEEN SAID LOTS 8 AND 9, A DISTANCE OF 124.63 FEET TO A COTTON SPINDLE FOUND MARKING THE MOST SOUTHERLY CORNER OF THE SAID 3.958 ACRE TRACT, THE COMMON NORTHERLY CORNER OF LOTS 8 & 9 AND A WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 39 DEG. 44 MIN. 19 SEC. EAST, ALONG AND WITH THE SOUTHEASTERLY LINE OF THE SAID 3.958 ACRE TRACT, SAME BEING THE NORTHWESTERLY LINE OF SAID LOTS 9 & 10, A DISTANCE OF 124.70 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE MOST WESTERLY CORNER OF SAID LOT 11, FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 50 DEG. 15 MIN. 41 SEC. WEST, A DISTANCE OF 10.00 FEET TO A 1/2 INCH IRON ROD FOUND MARKING AN INTERIOR CORNER OF THE SAID 3.958 ACRE TRACT AND A WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 39 DEG. 44 MIN. 19 SEC. EAST, ALONG AND WITH THE SOUTHEASTERLY LINE OF THE SAID 3.958 ACRE TRACT, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.9541 ACRES OR 41,559 SQUARE FEET OF LAND SURVEYED BY WINDROSE LAND SERVICES, INC., JOB #39513WC.

MICHAŁ KURKOWSKI
TEXAS REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5161



12/06/105
DATE

Tract 2: 3.853 acres from P-MUD Planned Mixed-Use District to P-MUD Planned Mixed-Use District:

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCELS OF LAND LYING AND BEING SITUATED IN THE J. E. SCOTT LEAGUE, ABSTRACT NO. 50, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF THE COMMUNITY SHOPPING CENTER (RESERVED) TRACT, REDMOND TERRACE, FIRST INSTALLMENT, ACCORDING TO THE PLAT RECORDED IN VOLUME 188, PAGE 291 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 3.965 ACRES AS DESCRIBED BY A DEED TO BRIGHT LIGHT CORPORATION RECORDED IN VOLUME 1375, PAGE 284 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

BEGINNING AT A 1/2 INCH IRON ROD FOUND ON THE SOUTHWEST LINE OF TEXAS AVENUE (VARIABLE WIDTH R.O.W.) MARKING THE MOST EASTERLY NORTH CORNER OF SAID 3.965 ACRE TRACT AND THE EAST CORNER OF LOT 1, BLOCK 7, REDMOND TERRACE, FIRST INSTALLMENT ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 345, PAGE 711 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 50° 17' 31" E ALONG THE SOUTHWEST LINE OF TEXAS AVENUE FOR A DISTANCE OF 398.55 FEET TO A 3/8 INCH IRON ROD FOUND MARKING THE NORTH CORNER OF A CALLED 0.364 ACRE TRACT AS DESCRIBED BY A DEED TO BKCL PARTNERS NO. 2 LTD. RECORDED IN VOLUME 7207, PAGE 27 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

THENCE: S 39° 29' 18" W ALONG THE COMMON LINE OF SAID 3.965 ACRE TRACT AND SAID 0.364 ACRE TRACT FOR A DISTANCE OF 99.98 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE WEST CORNER OF SAID 0.364 ACRE TRACT;

THENCE: S 50° 08' 13" E CONTINUING ALONG THE COMMON LINE OF SAID 3.965 ACRE TRACT AND SAID 0.364 ACRE TRACT FOR A DISTANCE OF 9.99 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE NORTH CORNER OF LOT 10, BLOCK 3, REDMOND TERRACE, FIRST INSTALLMENT (PLAT 183295);

THENCE: S 39° 49' 37" W ALONG THE COMMON LINE OF SAID 3.965 ACRE TRACT AND SAID LOT 10 FOR A DISTANCE OF 125.71 FEET TO A 3/8 INCH IRON ROD FOUND MARKING THE COMMON CORNER OF LOT 9 AND LOT 8, BLOCK 3, AND THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE: N 78° 08' 52" W ALONG THE COMMON LINE OF SAID 3.965 ACRE TRACT AND SAID LOT 8 FOR A DISTANCE OF 470.37 FEET TO A POINT MARKING THE EXTENSION OF THE NORTHEAST LINE OF A 45.00 FOOT WIDE CHANNEL EASEMENT (PLAT 183395);

THENCE: N 50° 42' 29" W THROUGH SAID 3.965 ACRE TRACT AND ALONG THE NORTHEAST LINE OF SAID CHANNEL EASEMENT AND THE EXTENSION THEREOF FOR A DISTANCE OF 165.00 FEET TO A POINT ON THE SOUTHEAST LINE OF MILLIFF ROAD MARKING THE MOST WESTERLY CORNER OF THIS HEREIN DESCRIBED TRACT;

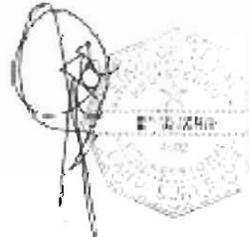
THENCE: N 39° 35' 32" E ALONG THE SOUTHEAST LINE OF MILLIFF ROAD FOR A DISTANCE OF 233.90 FEET TO A 1/2 INCH IRON ROD FOUND MARKING THE WEST CORNER OF LOT 2, BLOCK 7, REDMOND TERRACE, FIRST INSTALLMENT ADDITION (PLAT 345711);

THENCE: S 90° 10' 47" E ALONG THE COMMON LINE OF SAID 3.965 ACRE TRACT AND SAID LOT 2, BLOCK 7, FOR A DISTANCE OF 200.05 FEET TO A POINT IN THE CORNER OF AN EXISTING CONCRETE RETAINING WALL MARKING THE SOUTH CORNER OF THE AFOREMENTIONED LOT 1, BLOCK 7;

THENCE: N 39° 35' 19" E ALONG THE COMMON LINE OF SAID 3.965 ACRE TRACT AND SAID LOT 1, BLOCK 7, FOR A DISTANCE OF 150.14 FEET TO THE POINT OF BEGINNING CONTAINING 3.853 ACRES OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND MAY, 2007. 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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Statement of Purpose & Intent:

To redevelop the site into an urban mixed-use development with the mix of uses consisting of retail, restaurants, office and residential attached housing. This request increases the area of the Planned Mixed-Use District as approved with Ordinance #2990.

The development will consist of approximately 80% residential uses and 20% non-residential uses. The ground floor of all structures on site must be solely for commercial use.

Meritorious Modifications Approved with Zoning:

A waiver to the Non-Residential Architectural Standards for Parking Lots. (Unified Development Ordinance (UDO) Section 7.9.B.7)

A waiver to the Spacing of Driveway Access requirements. (UDO Section 7.3.C.3)

Related Public Street Modifications Discussed and Acted Upon by the City Council:

With the previous rezoning request, as adopted through Ordinance #2990, the Developer proposed Redmond Drive to be closed off to through-traffic with a "911 Emergency Gate." This modification was adopted by Council with Ordinance #3027. In addition, a turn-around, meeting minimum City requirements, is to be provided on the east side of the gate. The access point from the subject property to the adjacent Meridian Apartments will have an "exit only" gate across it, to be installed, owned, and maintained by the property owner.

The Developer also proposed that Milliff Road be converted to a one-way street section for approximately 180 feet from the intersection of Milliff Road and Rosemary Drive. This modification was adopted by Council with Ordinance #3026. The street section is to be restricted to one-way by use of striping and signage only - no barriers or devices that may restrict fire and emergency access will be permitted.

All gates and road improvements will be installed and paid for by the Developer and with the development of the mixed use project. No Certificates of Occupancy will be issued on the subject property until these improvements have been made and accepted by the City.

Concept Plan Approved with the Planned Mixed Use Zoning:

01-08-08 12:00 AC 07-305 1-17

**Proposed Redevelopment--
Ramada Inn Tract and
Adjacent Parcels**
December 19, 2007

A Proposed Development of MEDICAL USE
The Concept Plan for the proposed development is shown on the attached sheets. The Concept Plan is a preliminary plan and is subject to change. The Concept Plan is not a final plan and is not intended to be used for any other purpose. The Concept Plan is not intended to be used for any other purpose. The Concept Plan is not intended to be used for any other purpose.

1. The Concept Plan is a preliminary plan and is subject to change. The Concept Plan is not a final plan and is not intended to be used for any other purpose. The Concept Plan is not intended to be used for any other purpose. The Concept Plan is not intended to be used for any other purpose.

2. The Concept Plan is a preliminary plan and is subject to change. The Concept Plan is not a final plan and is not intended to be used for any other purpose. The Concept Plan is not intended to be used for any other purpose. The Concept Plan is not intended to be used for any other purpose.

3. The Concept Plan is a preliminary plan and is subject to change. The Concept Plan is not a final plan and is not intended to be used for any other purpose. The Concept Plan is not intended to be used for any other purpose. The Concept Plan is not intended to be used for any other purpose.

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5. The Concept Plan is a preliminary plan and is subject to change. The Concept Plan is not a final plan and is not intended to be used for any other purpose. The Concept Plan is not intended to be used for any other purpose. The Concept Plan is not intended to be used for any other purpose.

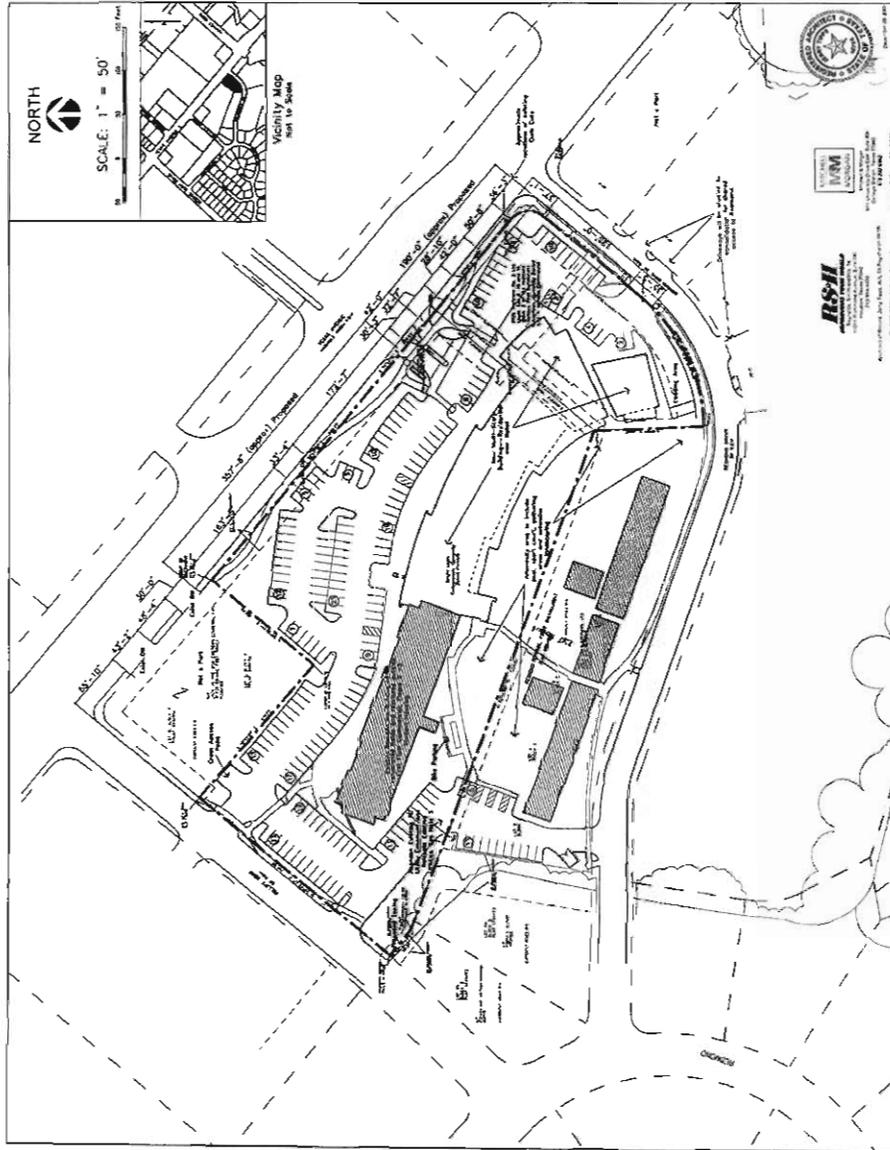
6. The Concept Plan is a preliminary plan and is subject to change. The Concept Plan is not a final plan and is not intended to be used for any other purpose. The Concept Plan is not intended to be used for any other purpose. The Concept Plan is not intended to be used for any other purpose.

7. The Concept Plan is a preliminary plan and is subject to change. The Concept Plan is not a final plan and is not intended to be used for any other purpose. The Concept Plan is not intended to be used for any other purpose. The Concept Plan is not intended to be used for any other purpose.

8. The Concept Plan is a preliminary plan and is subject to change. The Concept Plan is not a final plan and is not intended to be used for any other purpose. The Concept Plan is not intended to be used for any other purpose. The Concept Plan is not intended to be used for any other purpose.

9. The Concept Plan is a preliminary plan and is subject to change. The Concept Plan is not a final plan and is not intended to be used for any other purpose. The Concept Plan is not intended to be used for any other purpose. The Concept Plan is not intended to be used for any other purpose.

10. The Concept Plan is a preliminary plan and is subject to change. The Concept Plan is not a final plan and is not intended to be used for any other purpose. The Concept Plan is not intended to be used for any other purpose. The Concept Plan is not intended to be used for any other purpose.



Tract 3: 0.104 acres from A-O Agricultural Open to A-O Agricultural Open

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE J. E. SCOTT LEAGUE, ABSTRACT NO. 50, COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF THE COMMUNITY SHOPPING CENTER (RESERVED) TRACT, REDMOND TERRACE, FIRST INSTALLMENT, ACCORDING TO THE PLAT RECORDED IN VOLUME 188, PAGE 295 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF A CALLED 3.965 ACRES AS DESCRIBED BY A DEED TO BRIGHT LIGHT CORPORATION RECORDED IN VOLUME 1375, PAGE 284 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

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

COMMENCING AT A 1/4 INCH IRON ROD FOUND ON THE SOUTHEAST LINE OF MILLIFF ROAD (50' R.O.W.) MARKING THE MOST WESTERLY NORTH CORNER OF SAID 3.965 ACRE TRACT AND THE WEST CORNER OF LOT 2, BLOCK 7, REDMOND TERRACE, FIRST INSTALLMENT ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 345, PAGE 711 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: S 39° 33' 32" W ALONG THE SOUTHEAST LINE OF MILLIFF ROAD FOR A DISTANCE OF 235.90 FEET TO A POINT ON THE NORTHEAST LINE OF A CALLED 45.00 FOOT WIDE CHANNEL EASEMENT (PLAT 188/295) MARKING THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

THENCE: S 50° 42' 29" E THROUGH SAID 3.965 ACRE TRACT AND ALONG THE NORTHEAST LINE OF SAID CHANNEL EASEMENT AND THE EXTENSION THEREOF FOR A DISTANCE OF 165.00 FEET TO A POINT ON THE COMMON LINE OF SAID 3.965 ACRE TRACT AND LOT 3, BLOCK 3, REDMOND TERRACE, FIRST INSTALLMENT, (PLAT 188/295), FOR REFERENCE A 5/8 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID 3.965 ACRE TRACT BEARS: S 70° 00' 52" E FOR A DISTANCE OF 470.37 FEET;

THENCE: N 70° 00' 52" W ALONG THE COMMON LINE OF SAID 3.965 ACRE TRACT AND SAID BLOCK 3 FOR A DISTANCE OF 134.44 FEET TO A POINT MARKING AN ANGLE POINT IN THE NORTHEAST LINE OF LOT 1A, BLOCK 3, REDMOND TERRACE, FIRST INSTALLMENT, ACCORDING TO THE PLAT RECORDED IN VOLUME 1794, PAGE 73 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 52° 07' 53" W ALONG THE COMMON LINE OF SAID 3.965 ACRE TRACT AND SAID LOT 1A FOR A DISTANCE OF 38.34 FEET TO A POINT ON THE SOUTHEAST LINE OF MILLIFF ROAD MARKING THE WEST CORNER OF SAID 3.965 ACRE TRACT;

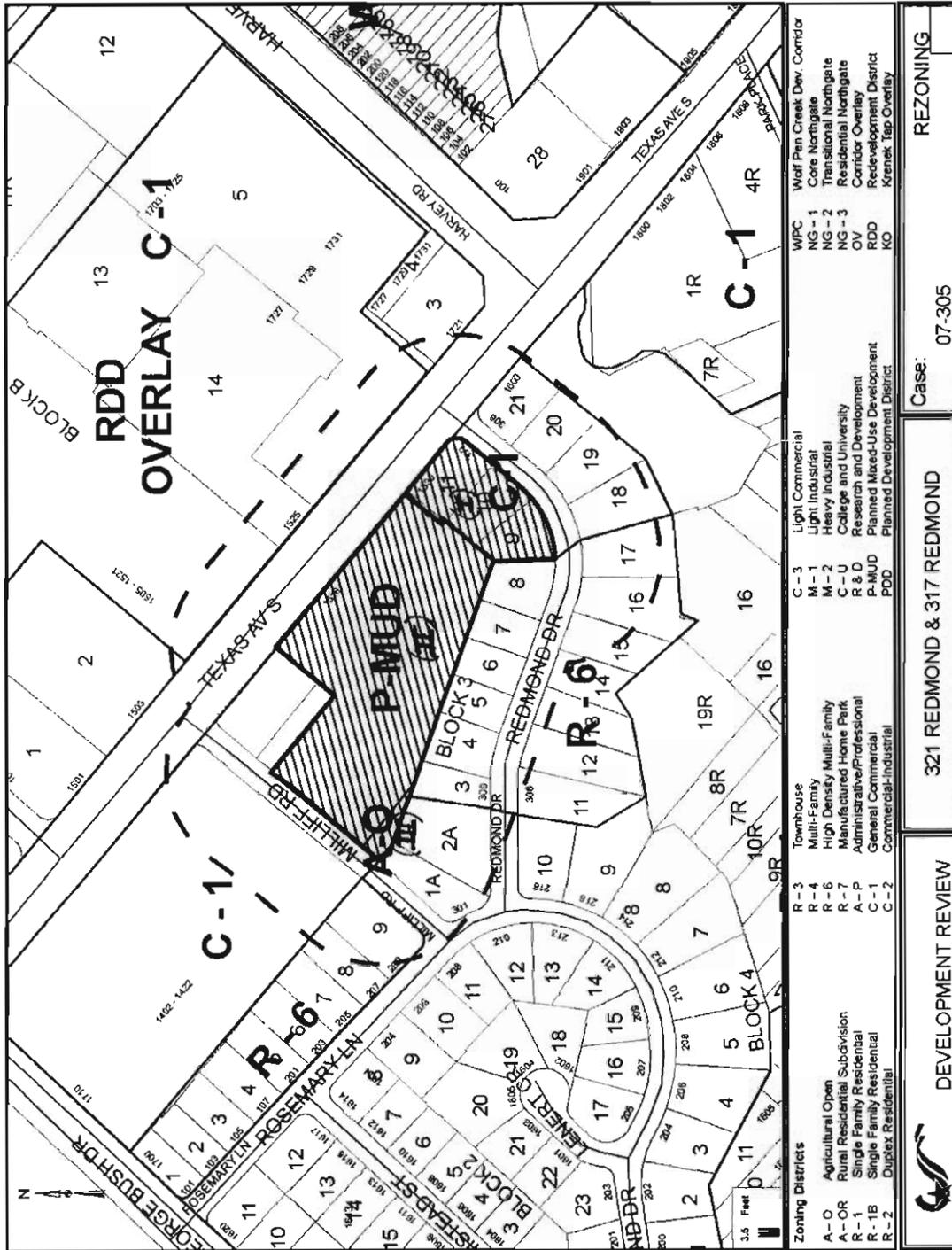
THENCE: N 39° 33' 32" E ALONG THE SOUTHEAST LINE OF MILLIFF ROAD FOR A DISTANCE OF 45.10 FEET TO THE POINT OF BEGINNING CONTAINING 0.104 OF AN ACRE OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND MAY, 2007. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

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Exhibit "B"



February 14, 2008
Regular Agenda Item 3
Patricia and Lodge Parking Removal

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, public hearing, possible action and discussion of an ordinance amending Chapter 10 "Traffic Code", to remove parking along Patricia Street and a section of Lodge Street.

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

Summary: This ordinance works in conjunction with the one-way operation ordinance. With the abandonment of the section of Lodge Street between Patricia Street and Church Avenue, emergency vehicles and sanitation vehicles entering the area on Lodge will exit to College Main by using Patricia Street. Patricia Street is 15 feet wide and Lodge Street is 26 feet wide with metered parking on both sides reducing the travel lane to 12 feet. Any parked cars along Patricia or on Lodge near the intersection with Patricia will block the access for these emergency and sanitation vehicles. This action only removes 3 parking spaces.

Budget & Financial Summary: The "NO PARKING" signs are planned operation and maintenance expenses accounted for in the Public Works Traffic Operation budget.

Attachments:

1. Ordinance
2. Project Location Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING SECTION 4E "NO PARKING" TO INCLUDE PROHIBITING PARKING ON PATRICIA STREET BEGINNING AT ITS INTERSECTION WITH COLLEGE MAIN AND ENDING AT ITS INTERSECTION WITH LODGE STREET AND PROHIBITING PARKING ON THE EAST SIDE OF LODGE STREET BEGINNING AT ITS INTERSECTION WITH PATRICIA STREET AND EXTENDING 50 SOUTH AND ON THE WEST SIDE OF LODGE STREET BEGINNING AT ITS INTERSECTION WITH PATRICIA STREET AND EXTENDING 65 FEET SOUTH; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 10, "Traffic Code", 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 liable for a civil offense and/or guilty of a Class C misdemeanor, and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), or upon conviction thereof, shall be punished by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Said Ordinance becomes effective ten (10) days after 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 _____, 2008.

APPROVED:

MAYOR

ATTEST:

City Secretary

ORDINANCE NO. _____

Page 2



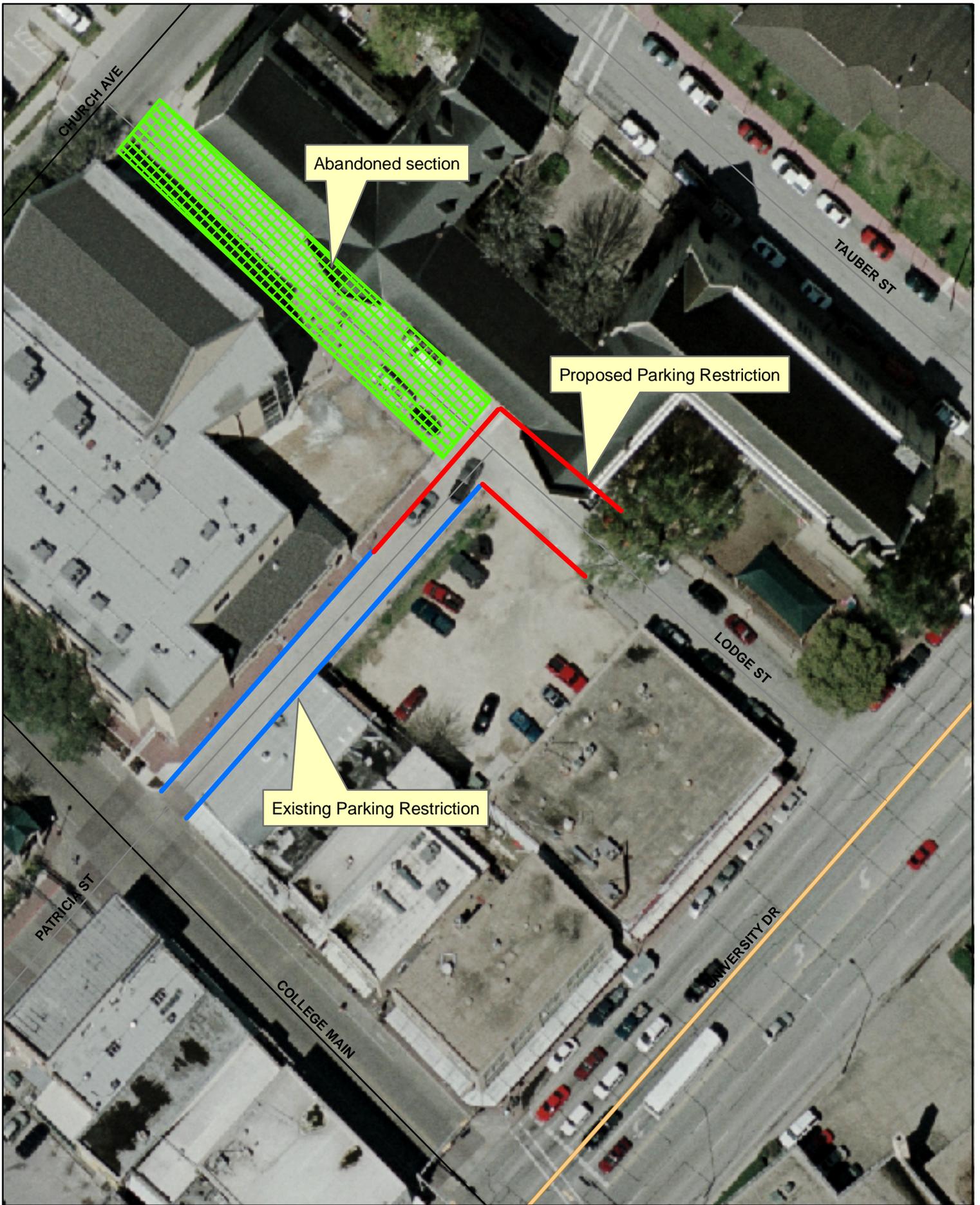
City Attorney

EXHIBIT "A"

That the Traffic Control Device Inventory – Schedule XII (dated February 22, 2007) as referenced in Chapter 10, "Traffic Code", Section 4, "Administrative Adjudication of Parking Violations," Sub-section E "No Parking" is hereby amended to include the following:

"Patricia Street – NO PARKING on both sides of Patricia Street from its intersection with College Main to its intersection with Lodge Street.

Lodge Street – NO PARKING on the east side of Lodge Street beginning at its intersection with Patricia Street and extending 50 feet south, and NO PARKING on the west side of Lodge Street beginning at its intersection with Patricia Street and extending 65 feet south."



Patricia Street and Lodge Street Parking Removal



**February 14, 2008
Regular Agenda Item 4
Patricia Street One Way**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action and discussion of an ordinance amending Chapter 10 "Traffic Code", to make Patricia Street one way from Lodge to College Main.

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

Summary: The current operation for Lodge Street and Patricia Street is one-way northbound and one-way eastbound respectively. However, the recent abandonment of Lodge Street between Patricia Street and Church Avenue to the A&M Methodist Church has resulted in two city streets dead ending into each other and the only legal vehicular outlet is through the abandoned Lodge Street ROW. Since the A&M Methodist Church could prohibit motor vehicles from accessing this northern section of Lodge Street, this ordinance is being sent to the City Council to reverse the operation of Patricia from one-way eastbound to one-way westbound. This will allow vehicles to enter at Lodge Street and exit the area from Patricia Street.

With the passage of this ordinance, devices and signage are planned for installation at the Lodge Street and Patricia Street intersection directing the northbound Lodge Street traffic onto Patricia Street, which will provide for continuous traffic flow from University Drive to College Main.

Budget & Financial Summary: The "ONE WAY" signs are planned operation and maintenance expenses accounted for in the Public Works Traffic Operation budget.

Attachments:

1. Ordinance
2. Project Location Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING SECTION TWO "TRAFFIC CONTROL DEVICES", SUB-SECTION J "ONE-WAY STREETS AND ALLEYWAYS" TO INCLUDE PATRICIA STREET; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 10, "Traffic Code", 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 Hundred Dollars (\$200.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective May 14, 2008.

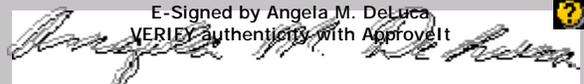
PASSED, ADOPTED and APPROVED this _____ day of _____, 2008.

APPROVED:

MAYOR

ATTEST:

City Secretary

E-Signed by Angela M. DeLuca
VERIFY authenticity with ApproveIt 


City Attorney

EXHIBIT “A”

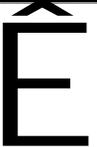
That the Traffic Control Device Inventory – Schedule VII as referenced in Chapter 10, “Traffic Code”, Section 2, “Traffic Control Devices,” Sub-section J, “One Way Streets and Alleyways” is hereby amended to include the following:

“Patricia Street beginning at its intersection with College Main and ending at its intersection with Lodge Street to be one-way westbound.”



Abandoned section

Proposed Operation



Patricia Street ONE WAY Operation

0 25 50 Feet

**February 14, 2008
Regular Agenda Item 5
Church Avenue Phase II Design**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action and discussion of the design of the Church Avenue Phase II Project.

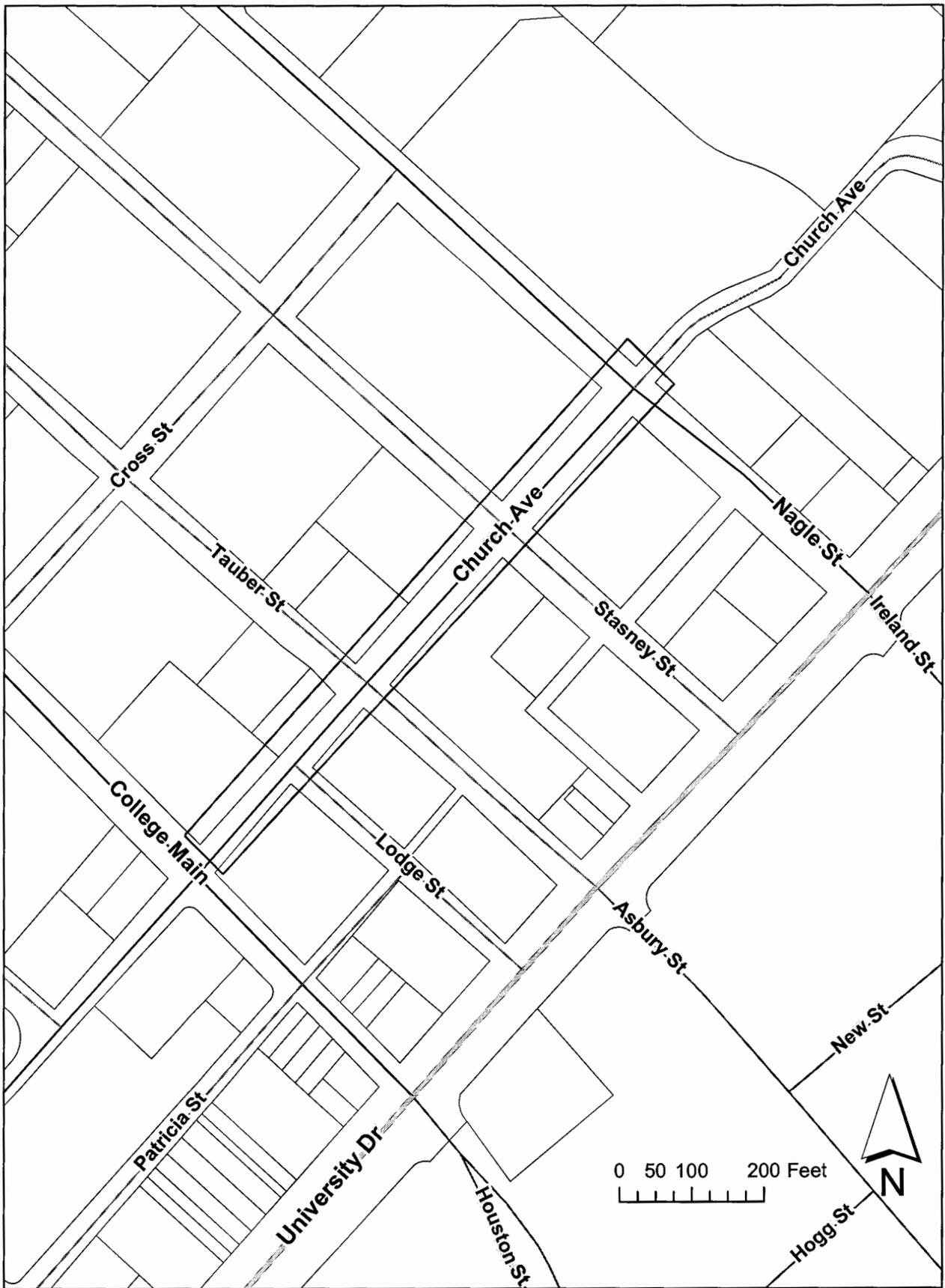
Recommendation(s): Staff recommends approval of the design of the Church Avenue Phase II Project.

Summary: At the meeting on December 4, 2007 Council directed staff to present the design of roadway projects to Council prior to advertising for bids. Staff will present the design and address any questions.

Budget & Financial Summary: The budget for the Church Avenue Phase II Project is \$1,841,489.00 (\$1,687,063.00 2003 General Obligation Bond Funds, \$103,313.00 Waste Water Utility Funds, and \$51,113.00 Water Utility Funds).

Attachments:

1. Project Location Map



February 14, 2008
Regular Agenda Item 6
1725 Harvey Mitchell – Public Utility Easement Abandonment

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning 0.292 acre of public utility easement, which is located on Lot One of The Woodlands of College Station Subdivision according to the plat recorded in Volume 7420, Pages 255, 256 and 257 of the Deed Records of Brazos County, Texas.

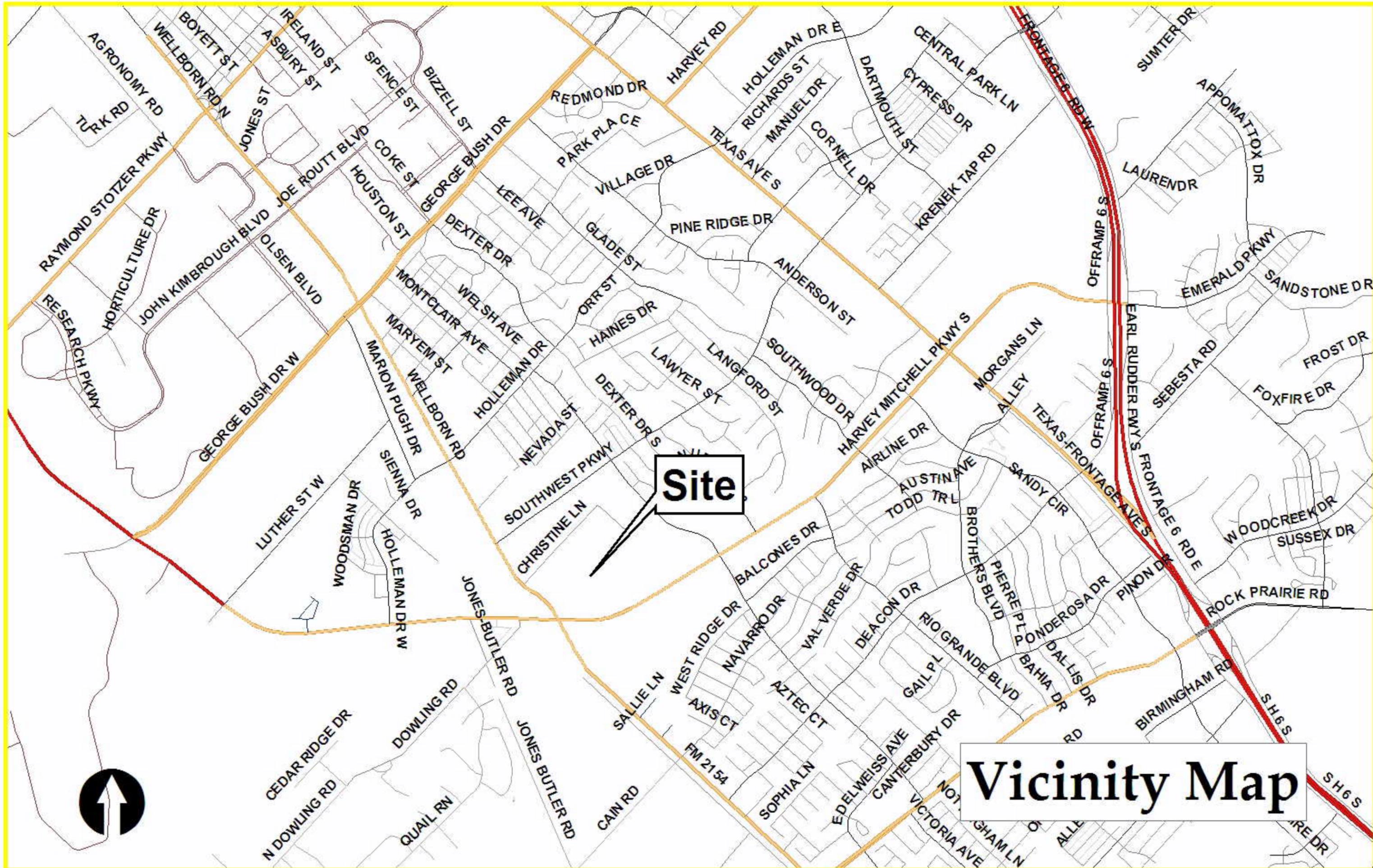
Recommendation(s): Staff recommends approval of the ordinance.

Summary: The easement proposed to be abandoned is a 0.292 acre public utility easement, which is located on Lot One of The Woodlands of College Station Subdivision. There is no public infrastructure in this easement to be abandoned.

Budget & Financial Summary: N/A

Attachments:

1. Exhibit 1 - Vicinity Map
2. Exhibit 2 - Ordinance
3. Exhibit 3 - Ordinance Exhibit "A"
4. Exhibit 4 - Application for Abandonment



Site

Vicinity Map

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.292 ACRE PORTION OF THE FIFTEEN FOOT WIDTH PUBLIC UTILITY EASEMENT, SAID PORTION LYING ON LOT ONE OF THE WOODLANDS OF COLLEGE STATION SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 7420, PAGES 255, 256 AND 257 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a portion of the Fifteen Foot Width Public Utility Easement, said portion lying on Lot One of the Woodlands of College Station Subdivision, according to the plat recorded in Volume 7420, Pages 255, 256 and 257, of the Official Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (such portion hereinafter referred to as the "Easement"); and

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

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

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

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

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

ORDINANCE NO. _____

Page 2

PASSED, ADOPTED and APPROVED this _____ day of _____, 2008.

APPROVED:

Mayor

ATTEST:

CONNIE HOOKS, City Secretary

APPROVED:

E-Signed by Carla A. Robinson
VERIFY authenticity with Adobe

City Attorney

ABANDONMENT OF EASEMENT
CRAWFORD BURNETT SURVEY, A-7
BRAZOS COUNTY, TEXAS

Fieldnotes to that certain easement over and across a 73.45 acre tract described in a Deed from O. D. Butler Management Company et al to Woodlands of College Station LP, of record in Volume 7051, Page 158 of the Real Property Records of Brazos County, Texas (RPRBCT), being a portion of the Access and Utility Easement described in a conveyance from O. D. Butler Family Partnership, LTE to City of College Station, Texas of record in Volume 3482, Page 230 RPRBCT and being described as follows:

BEGINNING at a point in the said Access and Utility Easement located N 73° 55' 28" W 34.92 feet from an existing sanitary sewer manhole. Said point is located N 63° 40' 23" W 450.58 feet from a 1/2-inch iron rod found for the most southeastern corner of the said 73.45 acre tract in the northwesterly right of way of FM Highway No. 2818;

THENCE S 89° 03' 17" E 38.31 feet to a point in a northeasterly line of the said Access and Utility Easement;

THENCE N 73° 55' 28" W 367.36 feet along the northeasterly line of the said Access and Utility Easement to a point for corner;

THENCE S 71° 43' 27" W 340.11 feet along a northwesterly line of the said Access and Utility Easement to a point for corner;

THENCE S 89° 12' 53" E 30.62 feet to a point in the center of the said Access and Utility Easement. From said point an existing sanitary sewer manhole bears N 71° 43' 27" E 32.87 feet;

THENCE N 88° 40' 02" E 34.31 feet to a point in a southeasterly line of the said Access and Utility Easement;

THENCE N 71° 43' 27" E 272.16 feet along a southeasterly line of the said Access and Utility Easement to a point for corner;

THENCE S 73° 55' 28" E 293.67 feet along a southwesterly line of the said Access and Utility Easement to a point for corner;

THENCE N 87° 56' 09" E 32.12 feet to the PLACE OF BEGINNING, and containing 0.292 acre, more or less.

This description was prepared from a survey made on the ground under my supervision.

GOODWIN'LASITER, INC.



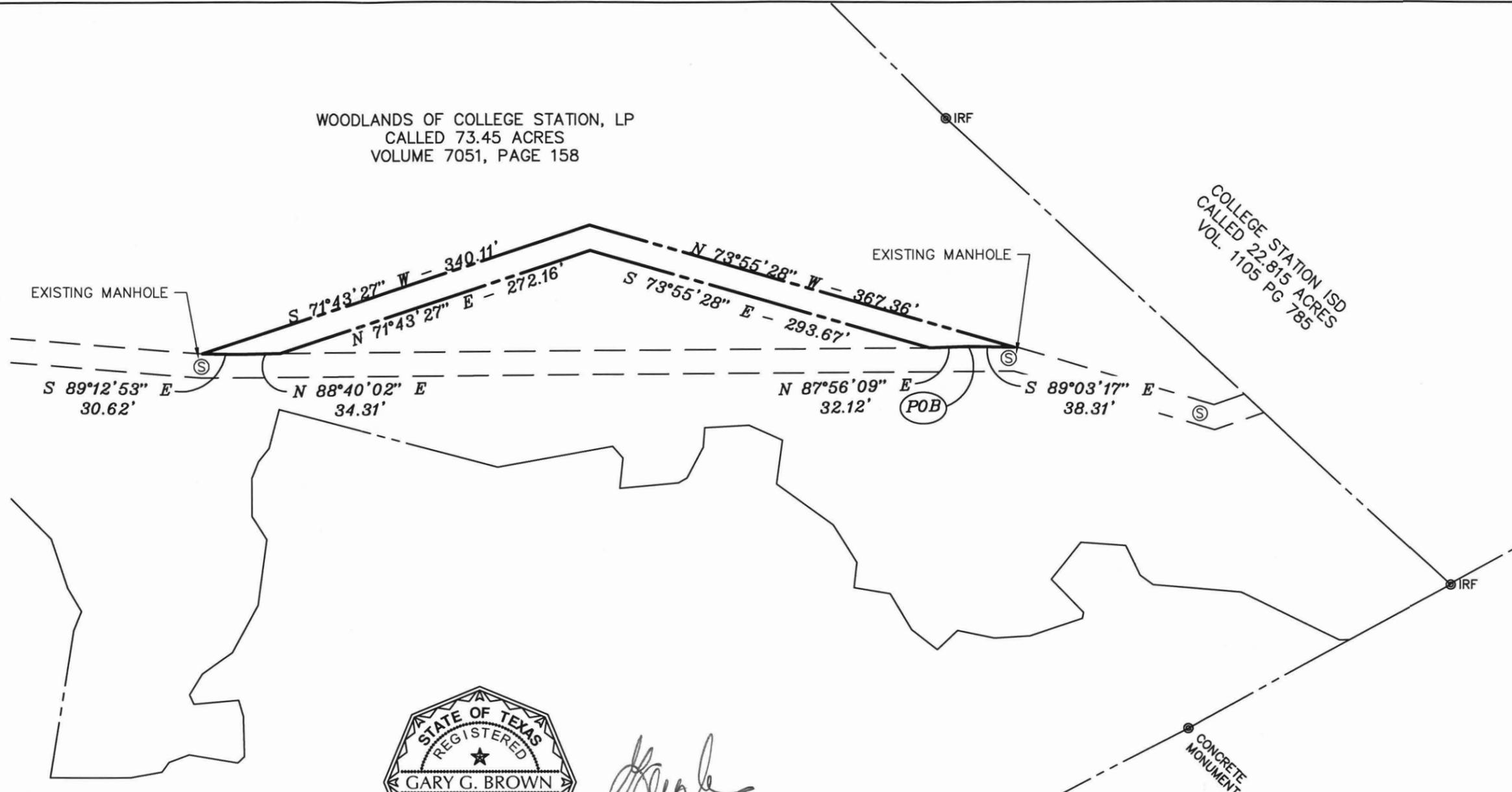
Gary G. Brown, R.P.L.S. No. 4654
November 12, 2007



I:\dovetail\651221.easmtabandon.doc

WOODLANDS OF COLLEGE STATION, LP
 CALLED 73.45 ACRES
 VOLUME 7051, PAGE 158

COLLEGE STATION ISD
 CALLED 22,815 ACRES
 VOL. 1105 PG 785



[Signature]
 GARY G. BROWN
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 4654

G-L **GOODWIN-LASITER, INC.**
 ENGINEERS - ARCHITECTS
 SURVEYORS

1509 EMERALD PKWY., SUITE 104 COLLEGE STATION, TEXAS 77845 • (979) 696-6767 • ctex @goodwinlasiter.com
 1609 S. CHESTNUT ST., SUITE 202 LUFKIN, TEXAS 75901 • (936) 637-4900 • admin @goodwinlasiter.com

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DATE 11/14/07	DRAWN BY: CRK	APP'VD BY: GGB	SCALE 1"=100'	JOB NUMBER 651221
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For Office Use Only	
P&Z Case No.	<u>7-229</u>
Date Submitted:	<u>9-25-07</u>

*2:40
rw*

ABANDONMENT OF PUBLIC ROW-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS	
<input checked="" type="checkbox"/>	\$300 Abandonment of Public Right-of-Way (ROW) / Easement application fee.
<input checked="" type="checkbox"/>	A completed copy of the attached Abandonment of Public ROW / Easement application.
<input checked="" type="checkbox"/>	All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
<input checked="" type="checkbox"/>	A copy of a recent (within 90 days) deed or title insurance policy showing the names of the owners, or, an older deed or title with a Nothing Further Certificate.
<input checked="" type="checkbox"/>	For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
<input checked="" type="checkbox"/>	For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.
<input checked="" type="checkbox"/>	Corporate or partnership owners must furnish a copy of a corporate resolution or other proof of authority to sign on behalf of the corporation, partnership, or joint venture.

ADDRESS 1725 Harvey Mitchell Parkway, College Station, TX 77840

LEGAL DESCRIPTION Attached

APPLICANT (Primary Contact for the Project):

Name Joseph Johnson, Dovetail Development E-Mail jjohnson@thedovetailcompanies.com
 Street Address 1550 Timothy Rd., Suite 201
 City Athens State GA Zip Code 30606
 Phone Number 706/357-9100 ext. 3207 Fax Number _____

PROPERTY OWNER'S INFORMATION (if different from above):

Name Woodlands of College Station, L.P. E-Mail jjohnson@thedovetailcompanies.com
 Street Address 1550 Timothy Rd., Suite 201
 City Athens State GA Zip Code 30606
 Phone Number 706/357-9100 ext. 3207 Fax Number _____

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct.

WOODLANDS OF COLLEGE STATION, L.P.
 BY: WOODLANDS OF COLLEGE STATION GP, LLC,
 its general partner

By: 
 Thomas W. Scott, Member

Date 09.20.07

By: 
 David R. Mulkey, Member

7. Such public right-of-way/easement should be abandoned because:

A new sanitary sewer easement was created by the Plat of The Woodlands of College Station to replace the easement being abandoned.

8. Such public right-of-way/easement has been and is being used as follows:

The easement is not currently being used.

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

WOODLANDS OF COLLEGE STATION, L.P.
BY: WOODLANDS OF COLLEGE STATION GP, LLC,
its general partner

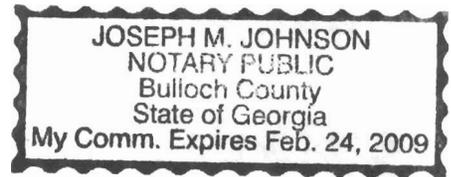
By: [Signature]
Thomas W. Scott, Member

By: [Signature]
David R. Mulkey, Member

Address: 1550 Timothy Road, Suite 201
Athens, Georgia 30606
Phone: 706/357-9100

(ACKNOWLEDGMENT)

THE STATE OF GEORGIA §
COUNTY OF Bulloch §
~~CLARKE~~



This instrument was acknowledged before me on the 20th day of September, 2007, by Thomas W. Scott, III and David R. Mulkey, sole Members of Woodlands of College Station GP, LLC, as general partner of WOODLANDS OF COLLEGE STATION, L.P., a Texas limited partnership on behalf of said partnership.

[Signature]
Notary Public, State of Georgia

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

Located: 1725 N. Harvey Mitchell Pkwy., College Station, TX 77840

EXHIBIT NO. 1

Attached are two sealed copies of the metes and bounds description (dividing the area in half) of the public right-of-way/easement situated in The Woodlands of College Station, LP Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

ABANDONMENT OF EASEMENT
CRAWFORD BURNETT SURVEY, A-7
BRAZOS COUNTY, TEXAS

Fieldnotes to that certain easement over and across a 73.45 acre tract described in a Deed from O. D. Butler Management Company et al to Woodlands of College Station LP, of record in Volume 7051, Page 158 of the Real Property Records of Brazos County, Texas (RPRBCT), being a portion of the Access and Utility Easement described in a conveyance from O. D. Butler Family Partnership, LTE to City of College Station, Texas of record in Volume 3482, Page 230 RPRBCT and being described as follows:

BEGINNING at a point in the said Access and Utility Easement located N 73° 55' 28" W 34.92 feet from an existing sanitary sewer manhole. Said point is located N 63° 40' 23" W 450.58 feet from a 1/2-inch iron rod found for the most southeastern corner of the said 73.45 acre tract in the northwesterly right of way of FM Highway No. 2818;

THENCE S 89° 03' 17" E 38.31 feet to a point in a northeasterly line of the said Access and Utility Easement;

THENCE N 73° 55' 28" W 367.36 feet along the northeasterly line of the said Access and Utility Easement to a point for corner;

THENCE S 71° 43' 27" W 340.11 feet along a northwesterly line of the said Access and Utility Easement to a point for corner;

THENCE S 89° 12' 53" E 30.62 feet to a point in the center of the said Access and Utility Easement. From said point an existing sanitary sewer manhole bears N 71° 43' 27" E 32.87 feet;

THENCE N 88° 40' 02" E 34.31 feet to a point in a southeasterly line of the said Access and Utility Easement;

THENCE N 71° 43' 27" E 272.16 feet along a southeasterly line of the said Access and Utility Easement to a point for corner;

THENCE S 73° 55' 28" E 293.67 feet along a southwesterly line of the said Access and Utility Easement to a point for corner;

THENCE N 87° 56' 09" E 32.12 feet to the PLACE OF BEGINNING, and containing 0.292 acre, more or less.

This description was prepared from a survey made on the ground under my supervision.

GOODWIN'LASITER, INC.



Gary G. Brown, R.P.L.S. No. 4654
November 12, 2007



I:\dovetail\651221.easmtabandon.doc

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

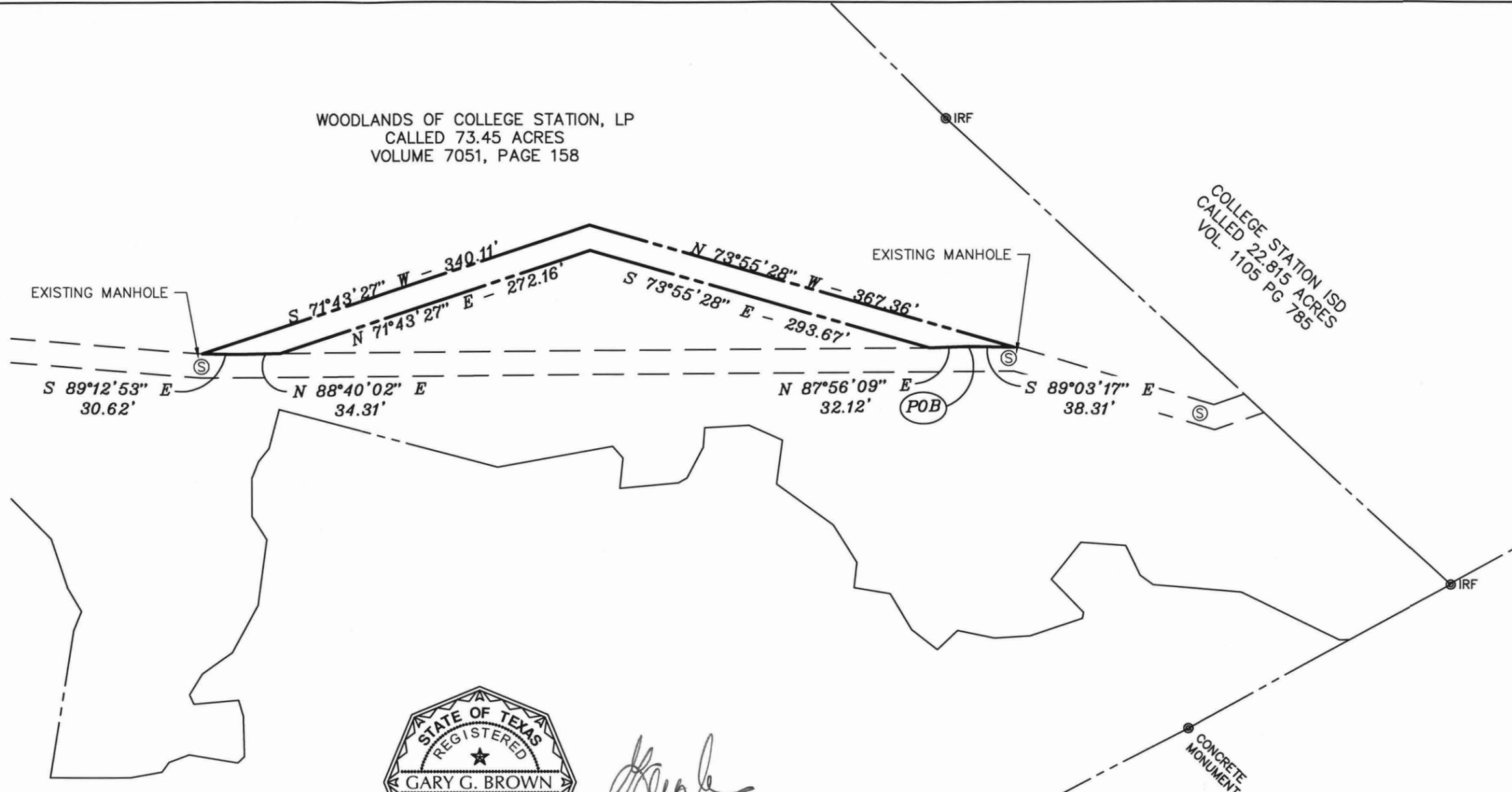
Located: 1725 N. Harvey Mitchell Pkwy., College Station, TX 77840

EXHIBIT NO. 2

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

WOODLANDS OF COLLEGE STATION, LP
 CALLED 73.45 ACRES
 VOLUME 7051, PAGE 158

COLLEGE STATION ISD
 CALLED 22,815 ACRES
 VOL. 1105 PG 785



[Signature]
 GARY G. BROWN
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 4654

G-L		GOODWIN-LASITER, INC.	
		ENGINEERS - ARCHITECTS SURVEYORS	
1509 EMERALD PKWY., SUITE 104 COLLEGE STATION, TEXAS 77845 • (979) 696-6767 • ctex@goodwinlasiter.com 1609 S. CHESTNUT ST., SUITE 202 LUFKIN, TEXAS 75901 • (936) 637-4900 • admin@goodwinlasiter.com			
©2007 ALL RIGHTS RESERVED BY GOODWIN-LASITER, INC. UNAUTHORIZED USE OR REPRODUCTION IS PROHIBITED WITHOUT WRITTEN CONSENT FROM GOODWIN-LASITER, INC.			
DATE	DRAWN BY:	APP'VD BY:	SCALE
11/14/07	CRK	GGB	1"=100'
			JOB NUMBER
			651221

1

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

Located: 1725 BRAVEY MITCHELL PKWY.
EXHIBIT AB CONNER SECTION, TR

EXHIBIT NO. 2

The undersigned public utility, respondent, herein, is entitled to use, under the terms of the
Abandonment above referred to, do hereby consent to the abandonment of the
described portion thereof.

ATMOS ENERGY

BY: Bob Cancell (SEE EXHIBIT BB)
Title ROW MANAGER — ACQUIS UTILITIES MGMT,
ABANDONMENT

VERIZON TELEPHONE COMPANY

BY: _____
Title _____

SUDDENLINK COMMUNICATIONS

BY: _____
Title _____

BRYAN TEXAS UTILITIES

BY: _____
Title _____

EXHIBIT A-B

**ABANDONMENT OF EASEMENT
CRAWFORD BURNETT SURVEY, A-7
BRAZOS COUNTY, TEXAS**

Fieldnotes to that certain easement over and across a 73.45 acre tract described in a Deed from O. D. Butler Management Company, et al to Woodlands of Collage Station, L.P. of record in Volume 2054, Page 450 of the Deed Record, Records of Brazos County, Texas (RFRDCT), being a portion of the Access and Utility Easement described in a conveyance from O. D. Butler Family Partnership, L.P. to City of Collage Station, Texas of record in Volume 2492, Page 200 RFRDCT and being described as follows:

BEGINNING at a point in the said Access and Utility Easement located N 73° 55' 28" E 34.92 feet from an existing sanitary sewer mainline. Said point is located N 03° 10' 26" W 100.50 feet from a 400 foot highway found for the most southeastern corner of the said 73.45 acre tract in the northwesterly right of way of FM Highway No. 2818;

THENCE S 89° 03' 17" E 38.31 feet to a point in a northeasterly line of the said Access and Utility Easement;

THENCE N 73° 55' 28" W 367.36 feet along the northeasterly line of the said Access and Utility Easement to a point for corner;

THENCE S 71° 43' 27" W 340.11 feet along a northwesterly line of the said Access and Utility Easement to a point for corner,

THENCE S 03° 12' 55" E 32.87 feet to a point in the center of the said Access and Utility Easement;

THENCE N 00° 40' 02" E 34.31 feet to a point in a southeasterly line of the said Access and Utility Easement;

THENCE N 71° 43' 27" E 272.16 feet along a southeasterly line of the said Access and Utility Easement to a point for corner,

THENCE S 73° 55' 28" E 300.07 feet along a southeasterly line of the said Access and Utility Easement to a point for corner,

THENCE N 87° 56' 09" E 32.12 feet to the PLACE OF BEGINNING, and containing 0.292 acre, more or less.

This description was prepared from a survey made on the ground under my supervision.

GOODWIN LASITER, INC.

Gary G. Brown, R.P.L.S. No. 4654
Lufkin, Texas November 12, 2007



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

Located: 1725 Harvey Mitchell Parkway
College Station, TX 77840

EXHIBIT NO. 3

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

ATMOS ENERGY

BY: B. Vajdak bslw-8/2/07
Title _____

VERIZON TELEPHONE COMPANY

BY: B. Vajdak
Title Supervisor - VZ Network Engr.

SUDDENLINK COMMUNICATIONS

BY: _____
Title _____

BRYAN TEXAS UTILITIES

BY: _____
Title _____

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

Located: The Woodlands of College Station

EXHIBIT NO. 3

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

ATMOS ENERGY

BY: _____
Title _____

VERIZON TELEPHONE COMPANY

BY: _____
Title _____

SUDDENLINK COMMUNICATIONS

BY: Matt [Signature] 8-23-07
Title Plant Manager

BRYAN TEXAS UTILITIES

BY: _____
Title _____

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

Located: The Woodlands of College Station

EXHIBIT NO. 3

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

ATMOS ENERGY

BY: _____
Title _____

VERIZON TELEPHONE COMPANY

BY: _____
Title _____

SUDDENLINK COMMUNICATIONS

BY: _____
Title _____

BRYAN TEXAS UTILITIES

BY: *[Signature]*
Title Manager, Engineering Planning

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

Located: 1725 N. Harvey Mitchell Pkwy., College Station, TX 77840

EXHIBIT NO. 4

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



City Engineer
City of College Station



Building Official
City of College Station

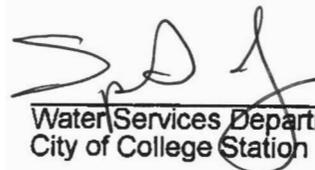


Zoning Official
City of College Station

Fire Marshal
City of College Station



Electric Department
City of College Station



Water Services Department
City of College Station

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

Located: 1725 N. Harvey Mitchell Pkwy., College Station, TX 77840

EXHIBIT NO. 4

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

City Engineer
City of College Station

Building Official
City of College Station

Zoning Official
City of College Station



Fire Marshal
City of College Station

Electric Department
City of College Station

Water Services Department
City of College Station

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

Located: 1725 N. Harvey Mitchell Pkwy, College Station, TX 77840

EXHIBIT NO. 5

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

NAME: N/A

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

**February 14, 2008
Regular Agenda Item 7
1200 University Drive - Easement Abandonment**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning 0.586 acre of public drainage easement, which is located on Lot 2, Block One of the Wheeler Subdivision, Phase Two according to the plat recorded in Volume 3490, Page 269 of the Deed Records of Brazos County, Texas.

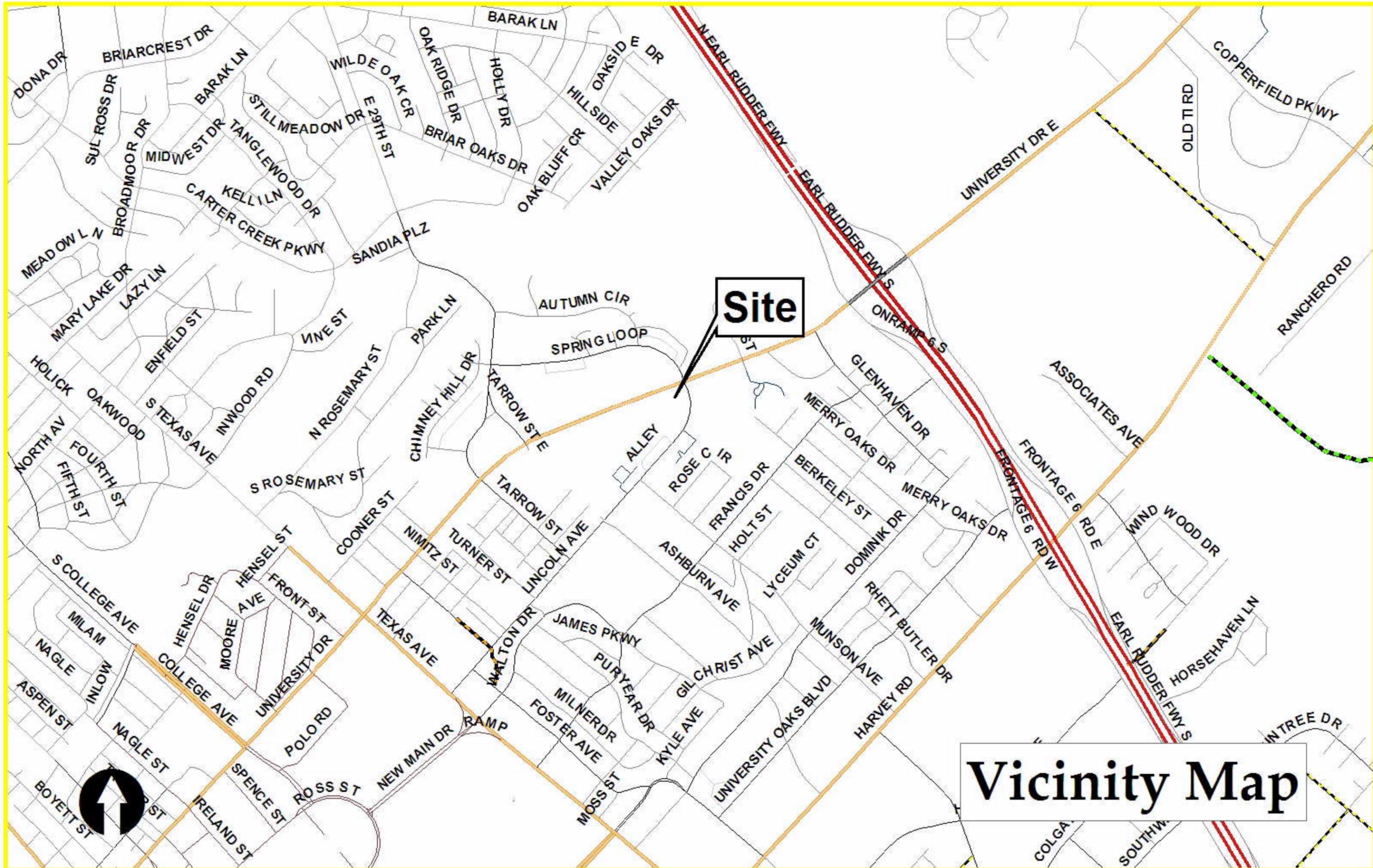
Recommendation(s): Staff recommends approval of the ordinance.

Summary: The easement proposed to be abandoned is a 0.586 acre public drainage easement, which is located on Lot 2, Block One of the Wheeler Subdivision, Phase Two. There is no public infrastructure in this easement to be abandoned.

Budget & Financial Summary: N/A

Attachments:

1. Exhibit 1 - Vicinity Map
2. Exhibit 2 - Ordinance
3. Exhibit 3 - Ordinance Exhibit "A"
4. Exhibit 4 - Application for Abandonment



Site

Vicinity Map

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.586 ACRE PORTION OF THE VARIABLE WIDTH PUBLIC DRAINAGE EASEMENT, SAID PORTION LYING ALONG LOT 2, BLOCK 1, OF THE WHEELER SUBDIVISION, PHASE TWO, ACCORDING TO THE PLAT RECORDED IN VOLUME 3490, PAGE 269 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a portion of the variable Width Public Drainage Easement, said portion lying along Lot 2, Block 1, of the Wheeler Subdivision, Phase Two, according to the plat recorded in Volume 3490, Page 269, of the Official Records of Brazos County, Texas, as described in Exhibit "A" attached hereto (such portion hereinafter referred to as the "Easement"); and

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

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

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

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

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

ORDINANCE NO. _____

Page 2

PASSED, ADOPTED and APPROVED this _____ day of _____, 2008.

APPROVED:

MAYOR

ATTEST:

City Secretary

APPROVED:

E-Signed by Carla A. Robinson
VERIFY authenticity with Approver!

City Attorney

FIELD NOTES
0.586 OF ONE ACRE
OUT OF A CALLED
6.07 ACRE TRACT
DESIGNATED AS LOT TWO, BLOCK ONE
WHEELER SUBDIVISION
VOLUME 3490, PAGE 269
RICHARD CARTER SURVEY, A-8
COLLEGE STATION, TEXAS
March 1, 2007

All that certain lot, tract or parcel of land being 0.586 of one acre of land situated in the RICHARD CARTER SURVEY, Abstract No. 8, Brazos County, Texas and being a part of a Called 6.07 Acre Tract designated as Lot Two, Block One of the Wheeler Subdivision according to the Final Plat recorded in Volume 3490, Page 269 of the Official Records of Brazos County, Texas, said 0.586 of one acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" Iron Rod Found for the most westerly corner, said corner being the most westerly corner of said Lot Two, Block One of the Wheeler Subdivision and being the most southerly corner of Lot 1R, Block One of said Wheeler Subdivision, said corner being located in the northeast line of Lot One, Block One of One Lincoln Place of record in Volume 690, Page 175;

THENCE N 57 ° 19 ' 55 " E, along the common line between said Lot Two, Block One and Lot 1R, Block One of Wheeler Subdivision at a distance of 316.52 feet, passing a 1/2" Iron Rod with Cap Found for an interior corner of said Lot Two, Block One, Wheeler Subdivision, and continuing for a total distance of 336.97 feet to a point for angle point;

THENCE N 14 ° 56 ' 37 " E, a distance of 54.92 feet to a point for the most northerly corner, a 1/2" Iron Rod Found for the most northerly corner of said Lot Two, Block One of Wheeler Subdivision bears N 45 ° 59 ' 28 " E a distance of 322.52 feet;

THENCE S 75 ° 03 ' 23 " E, a distance of 74.60 feet to a point for the most easterly corner;

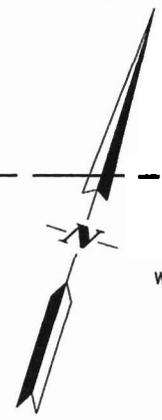
THENCE S 14 ° 56 ' 37 " W, a distance of 62.19 feet to a point for angle point;

THENCE S 57 ° 19 ' 55 " W, a distance of 368.23 feet to a point for the most southerly corner, said corner being located in the southwest line of said Lot Two, Block One of Wheeler Subdivision and the northeast line of said Lot One, Block One of One Lincoln Place;

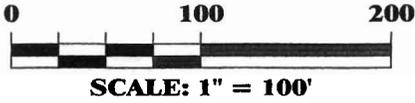
THENCE N 45 ° 29 ' 30 " W, along the common line between said Lot Two, Block One of Wheeler Subdivision and said Lot One, Block One of One Lincoln Place a distance of 61.53 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.586 ACRES OF LAND, MORE OR LESS, according to survey performed during January 2007 under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961. North orientation is based on rotating the southwest line of said Lot Two, Block One, Wheeler Subdivision to Plat Calls in Volume 3490, Page 269.



UNIVERSITY DRIVE ~ 1/2 M. 60
(VARIABLE WIDTH RIGHT-OF-WAY)



WHEELER SUBDIVISION, PHASE TWO
BLOCK 1, LOT 1R
CALLED: 2.40 ACRES
(VOLUME 3490, PAGE 269)



"X" IN CONCRETE

N 72° 26' 19" E - 179.74'

N 84° 13' 19" E
157.19'
1/2" I.R. w/CAP

1/2" I.R.
1/2" I.R.
L2
C1
L1

N 17° 33' 41" E - 205.99'

"X" IN CONCRETE

1/2" I.R. w/CAP

N 14° 56' 37" E
54.92'

S 75° 03' 33" E
74.64'

S 14° 56' 37" E
62.19'

5/8" I.R. w/CAP "KERR"

S 57° 19' 55" W - 316.52'

N 57° 19' 55" E - 336.97'

1/2" I.R. w/CAP

S 57° 19' 55" W - 368.23'

0.586 ACRES EASEMENT
ABANDONMENT

WHEELER SUBDIVISION, PHASE TWO
BLOCK 1, LOT 2
CALLED: 6.07 ACRES
(VOLUME 3490, PAGE 269)

PROPERTY LINE & CURVE DATA			
LINE I.D.	BEARING	DISTANCE (FT)	
L1	S 16° 47' 19" E	17.36	
L2	N 73° 13' 19" E	19.41	
L3	N 67° 44' 10" E	15.05'	
L4	S 17° 33' 41" E	22.90'	
CURVE I.D.	CHORD BEARING	RADIUS (FT)	DELTA
C1	S 61° 47' 00" E - 35.35'	25.00	89°59'22"

CURVE DATA:

R=656.00'
D=62° 12' 41"
A=712.28'
CHD BEAR=S 14° 19' 01" W

ONE LINCOLN PLACE
BLOCK 1, LOT 1
CALLED: 4.2347 ACRES
(VOLUME 890, PAGE 175)

LOT 11
CALLED: 0.30 ACRES

TWO LINCOLN PLACE
(VOLUME 225, PAGE 329)

1/2" I.R. "BENT"

114.48'
S 45° 25' 22" W

1/2" I.R. "BENT"

GRAND CIRCLE OAKS
(50' RIGHT-OF-WAY)

LINCOLN AVENUE
(60' RIGHT-OF-WAY)



1391 SEAMIST LANE <77845>
POST OFFICE BOX 9253
COLLEGE STATION, TEXAS 77842
EMAIL: civil@rmengineer.com

OFFICE - (979) 690-0329
FAX - (979) 690-0329

EASEMENT ABANDONMENT EXHIBIT
LOT 2, BLOCK 1
WHEELER SUBDIVISION, PHASE 2
COLLEGE STATION, TEXAS
RME NO. 197-0268

DATE: 09/26/07
FILE: 0268X2A
SCALE: 1"=100'

DRAWN BY: AJB
CHK BY: RAM

SHEET NO.

X-2



For Office Use Only	
P&Z Case No.	91280
Date Submitted:	11-50

9.10
W

ABANDONMENT OF PUBLIC ROW-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS	
<input checked="" type="checkbox"/>	\$300 Abandonment of Public Right-of-Way (ROW) / Easement application fee.
<input checked="" type="checkbox"/>	A completed copy of the attached Abandonment of Public ROW / Easement application.
<input checked="" type="checkbox"/>	All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
<input checked="" type="checkbox"/>	A copy of a recent (within 90 days) deed or title insurance policy showing the names of the owners, or, an older deed or title with a Nothing Further Certificate.
<input type="checkbox"/> N/A	For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
<input checked="" type="checkbox"/>	For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.
<input type="checkbox"/> N/A	Corporate or partnership owners must furnish a copy of a corporate resolution or other proof of authority to sign on behalf of the corporation, partnership, or joint venture.

ADDRESS 1200 UNIVERSITY DR. EAST, COLLEGE STATION

LEGAL DESCRIPTION LOT 2, BLOCK 1, WHEELER SUBDIVISION, PH. 2 (Vol. 3490 Pg. 26A)

APPLICANT (Primary Contact for the Project):

Name ADAM J. BRUMBAUGH (% RME) E-Mail adam@cmengineer.com
 Street Address P.O. Box 9253
 City COLLEGE STATION State TX. Zip Code 77842
 Phone Number (979) 690-0329 Fax Number (979) 690-0329

PROPERTY OWNER'S INFORMATION (if different from above):

Name MAE DEAN WHEELER, SUCCESSOR TRUSTEE E-Mail _____
 Street Address 1919 WHITNEY
 City HOUSTON State TX. Zip Code 77006
 Phone Number (713) 355-5355 Fax Number (713) 355-1082

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct.

Mae Dean Wheeler
 Signature of Owner

10-17-07
 Date

**APPLICATION FOR
THE ABANDONMENT OF A
PUBLIC RIGHT-OF-WAY/EASEMENT**

Date: OCTOBER 10, 2007

Location of Right-of-Way/Easement to be Abandoned: 0.586 ACRES OF A 60'
WIDE DRAINAGE EASEMENT (VOL. 3490, PG. 269), THAT IS SOLELY
CONTAINED ON LOT 2, WHEELER SUBDIVISION, ADJACENT TO SOUTH LINE OF LOT 1R.

Property Owner's Name & Address: MD. WHEELER, INC. % RONALD COWE
1919 WHITNEY, HOUSTON, TX. 77006

Property Owner's Phone Number: (713) 355-5355

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

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

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

NONE

7. Such public right-of-way/easement should be abandoned because:

THIS EASEMENT WAS DEDICATED BY PLAT FOR THE SOLE
PURPOSE OF CHANNEL RELOCATION, WHICH NEVER HAPPENED.
THE DEVELOPER WOULD NOW LIKE TO RECLAIM THIS AREA.

8. Such public right-of-way/easement has been and is being used as follows:

NO USE.

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

Owner's Signature: Mae Dean Wheeler

Owner's Name: MAE DEAN WHEELER, SUCCESSOR TRUSTEE

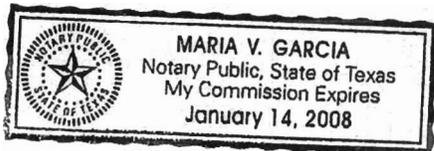
Owner's Address: 1919 WHITNEY
HOUSTON, TX.

Owner's Phone Number: (713) 355-5355

STATE OF TEXAS }
COUNTY OF HARRIS }
BRAZOS

ACKNOWLEDGMENT

Subscribed and sworn to before me, a Notary Public, this 17th day of October, 2007, by MAE DEAN WHEELER.



Maria V. Garcia
Notary Public in and for
the State of Texas.

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

Located: 0.586 AC. EASEMENT (3490, 269) ON LOT 2, BLOCK 1, WHEELER SUBDIVISION.

EXHIBIT NO. 1

Attached are two sealed copies of the metes and bounds description (dividing the area in half) of the public right-of-way/easement situated in LOT 2, BLOCK 1, WHEELER Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

NOTE:

ONLY ONE SET OF SEALED METES AND BOUNDS ARE
SUBMITTED BECAUSE THE SUBJECT EASEMENT IS WHOLLY
CONTAINED ON LOT 2, BLOCK 1, WHEELER SUBDIVISION, PHASE 2.

**FIELD NOTES
0.586 OF ONE ACRE
OUT OF A CALLED
6.07 ACRE TRACT
DESIGNATED AS LOT TWO, BLOCK ONE
WHEELER SUBDIVISION
VOLUME 3490, PAGE 269
RICHARD CARTER SURVEY, A-8
COLLEGE STATION, TEXAS
March 1, 2007**

All that certain lot, tract or parcel of land being 0.586 of one acre of land situated in the RICHARD CARTER SURVEY, Abstract No. 8, Brazos County, Texas and being a part of a Called 6.07 Acre Tract designated as Lot Two, Block One of the Wheeler Subdivision according to the Final Plat recorded in Volume 3490, Page 269 of the Official Records of Brazos County, Texas, said 0.586 of one acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" Iron Rod Found for the most westerly corner, said corner being the most westerly corner of said Lot Two, Block One of the Wheeler Subdivision and being the most southerly corner of Lot 1R, Block One of said Wheeler Subdivision, said corner being located in the northeast line of Lot One, Block One of One Lincoln Place of record in Volume 690, Page 175;

THENCE N 57 ° 19 ' 55 " E, along the common line between said Lot Two, Block One and Lot 1R, Block One of Wheeler Subdivision at a distance of 316.52 feet, passing a 1/2" Iron Rod with Cap Found for an interior corner of said Lot Two, Block One, Wheeler Subdivision, and continuing for a total distance of 336.97 feet to a point for angle point;

THENCE N 14 ° 56 ' 37 " E, a distance of 54.92 feet to a point for the most northerly corner, a 1/2" Iron Rod Found for the most northerly corner of said Lot Two, Block One of Wheeler Subdivision bears N 45 ° 59 ' 28 " E a distance of 322.52 feet;

THENCE S 75 ° 03 ' 23 " E, a distance of 74.60 feet to a point for the most easterly corner;

THENCE S 14 ° 56 ' 37 " W, a distance of 62.19 feet to a point for angle point;

THENCE S 57 ° 19 ' 55 " W, a distance of 368.23 feet to a point for the most southerly corner, said corner being located in the southwest line of said Lot Two, Block One of Wheeler Subdivision and the northeast line of said Lot One, Block One of One Lincoln Place;

THENCE N 45 ° 29 ' 30 " W, along the common line between said Lot Two, Block One of Wheeler Subdivision and said Lot One, Block One of One Lincoln Place a distance of 61.53 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.586 ACRES OF LAND, MORE OR LESS, according to survey performed during January 2007 under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961. North orientation is based on rotating the southwest line of said Lot Two, Block One, Wheeler Subdivision to Plat Calls in Volume 3490, Page 269.



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

Located: 0.586 AC. EASEMENT (3490269) ON LOT 2, BLOCK 1, WHEELER SUBDIVISION.

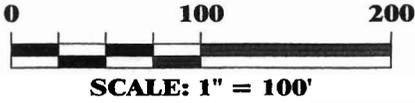
EXHIBIT NO. 2

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

UNIVERSITY DRIVE ~ 1/4 M. 60
(VARIABLE WIDTH RIGHT-OF-WAY)

WHEELER SUBDIVISION, PHASE TWO
BLOCK 1, LOT 1R
CALLED: 2.40 ACRES
(VOLUME 3490, PAGE 269)

WHEELER SUBDIVISION, PHASE TWO
BLOCK 1, LOT 2
CALLED: 6.07 ACRES
(VOLUME 3490, PAGE 269)



**0.586 ACRES EASEMENT
ABANDONMENT**

PROPERTY LINE & CURVE DATA			
LINE I.D.	BEARING	DISTANCE (FT)	
L1	S 16° 47' 19" E	17.36	
L2	N 73° 13' 19" E	19.41	
L3	N 67° 44' 10" E	15.05'	
L4	S 17° 33' 41" E	22.90'	
CURVE I.D.	CHORD BEARING	RADIUS (FT)	DELTA
C1	S 61° 47' 00" E-35.35'	25.00	89°59'22"

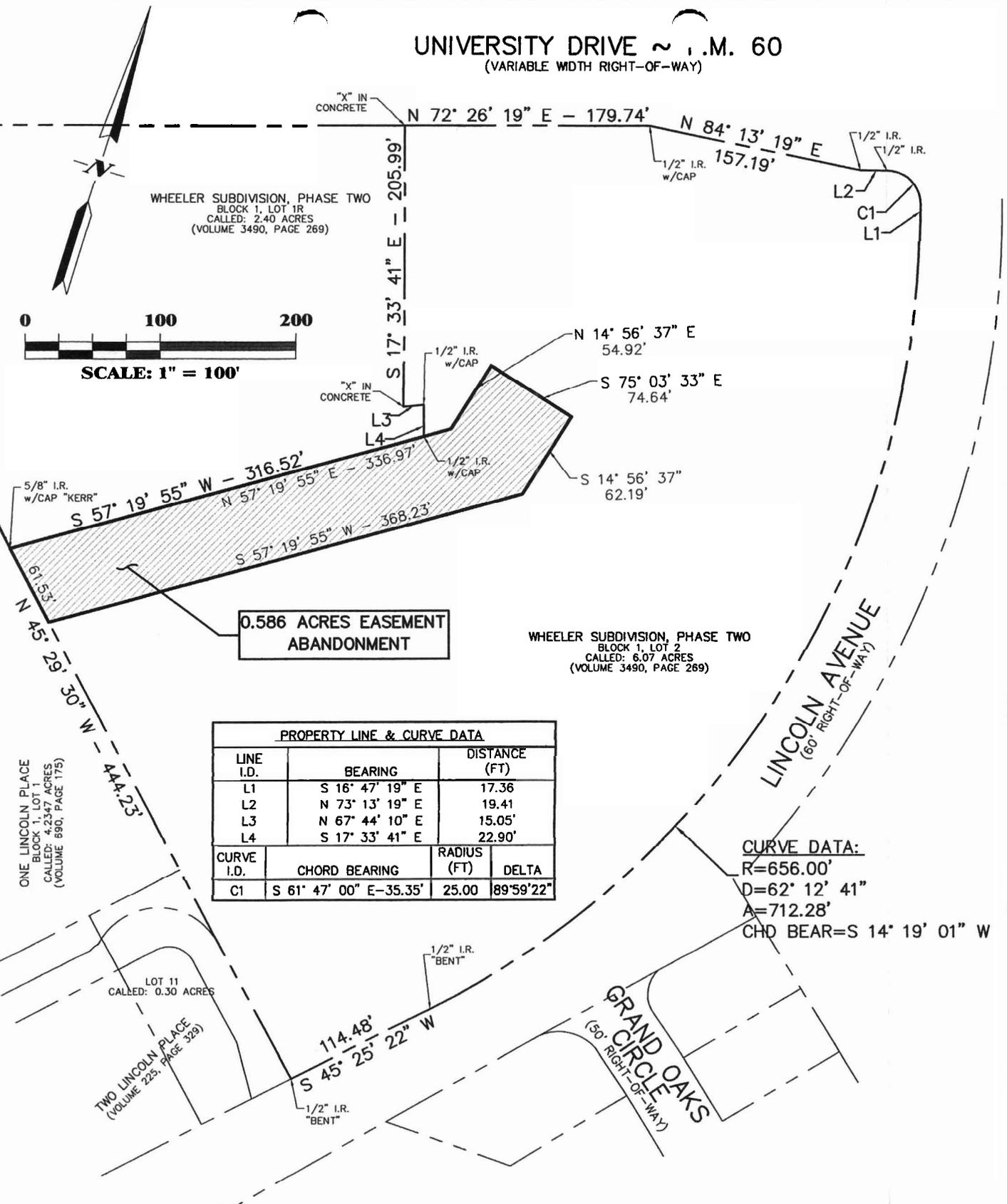
CURVE DATA:
R=656.00'
D=62° 12' 41"
A=712.28'
CHD BEAR=S 14° 19' 01" W

ONE LINCOLN PLACE
BLOCK 1, LOT 1
CALLED: 4.2347 ACRES
(VOLUME 890, PAGE 175)

LOT 11
CALLED: 0.30 ACRES
TWO LINCOLN PLACE
(VOLUME 225, PAGE 329)

GRAND OAKS
(50' RIGHT-OF-WAY)

LINCOLN AVENUE
(60' RIGHT-OF-WAY)



1391 SEAMIST LANE <77845>
POST OFFICE BOX 9253
COLLEGE STATION, TEXAS 77842
EMAIL: civil@rmengineer.com
OFFICE: (979) 690-0329
FAX: (979) 690-0329

EASEMENT ABANDONMENT EXHIBIT
LOT 2, BLOCK 1
WHEELER SUBDIVISION, PHASE 2
COLLEGE STATION, TEXAS
RME NO. 197-0268

DATE: 09/26/07
FILE: 0268X2A
SCALE: 1"=100'
DRAWN BY: AJB
CHK BY: RAM

SHEET NO.
X-2

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

Located: 0.586 AC. EASEMENT (3490, 269) ON LOT 2, BLOCK 1, WHEELER SUBDIVISION.

EXHIBIT NO. 3

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

ATMOS ENERGY

BY: [Signature]
Title Sr. Engineer

VERIZON TELEPHONE COMPANY

BY: [Signature]
Title Network Eng - Supervisor

SUDDENLINK COMMUNICATIONS

BY: [Signature]
Title Plant Manager

BRYAN TEXAS UTILITIES

BY: [Signature]
Title Division Mgr. ENGINEERING & SYSTEM PLANNING

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

Located: 0.5816 AC. EASEMENT (3490, 269) ON LOT 2, BLOCK 1, WHEELER SUBDIVISION.

EXHIBIT NO. 4

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



City Engineer
City of College Station

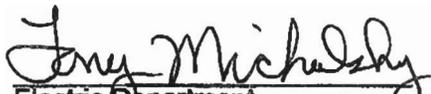


Building Official
City of College Station



Zoning Official
City of College Station

Fire Marshal
City of College Station



Electric Department
City of College Station 11/15/07

Water Services Department
City of College Station

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

Located: 0.586 AC. EASEMENT (3490, 269) ON LOT 2, BLOCK 1, WHEELER SUBDIVISION.

EXHIBIT NO. 4

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

**City Engineer
City of College Station**

**Building Official
City of College Station**

**Zoning Official
City of College Station**



**Fire Marshal
City of College Station**

**Electric Department
City of College Station**

**Water Services Department
City of College Station**

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

Located: 0.586 AC. EASEMENT (3490, 269) ON LOT 2, BLOCK 1, WHEELER SUBDIVISION.

EXHIBIT NO. 4

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

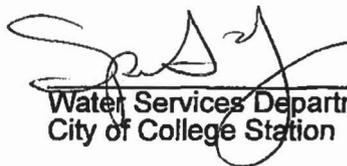
City Engineer
City of College Station

Building Official
City of College Station

Zoning Official
City of College Station

Fire Marshal
City of College Station

Electric Department
City of College Station



Water Services Department
City of College Station

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

Located: 0.586 AC. EASEMENT (3490, 269) ON LOT 2, BLOCK 1, WHEELER SUBDIVISION.

EXHIBIT NO. 5

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

NAME: _____

ADDRESS: _____

February 14, 2008
Regular Agenda 8
Library Board and Zoning Board of Adjustment Appointments

To: Glenn Brown, City Manager

From: Connie Hooks, City Secretary

Agenda Caption: Presentation, possible action, and discussion regarding appointments to the Bryan College Station Library Board and the College Station Zoning Board of Adjustments.

This item is on the agenda for City Council to appoint three College Station representatives on the Joint Library Board and one alternate member to the Zoning Board of Adjustments.

Attachments:

Membership list

Library Board and Zoning Board of Adjustment

Applications ZBA

Applications Library (Delivered separately by email)

Bryan + College Station Public Library System

Library Advisory Board 2/8/2008

<u>Bryan</u>	<u>Name</u>	<u>Address</u>	<u>Telephone</u>	<u>Appointment</u>	<u>Expiration</u>
Place 2	Carroll Johnson	700 E. 21st Street Bryan, Texas 77803 bcarrollj2003@yahoo.com	822-3553	3/1/2005	12/31/2005
				1/1/2006	12/31/2007
Place 4	Helen Kunz	7101 Oak Forest Drive Bryan, TX 77808 -	774-7595	1/1/2008	12/31/2009
Place 6	Sonia Gangotena	3803 Sunnybrook Bryan, TX 77803 mgangotena@blinn.edu	846-3451 (h)	1/1/2007	12/31/2008
Place 8	James Bradford	1534 Bennett Bryan, TX 77802 jcbradford@tamu.edu	775-5448 (h) 845-7165 (w)	1/1/2003	12/31/2004
				1/1/2005	12/31/2006
				1/1/2007	12/31/2008
<u>College Station</u>	<u>Name</u>	<u>Address</u>	<u>Telephone</u>	<u>Appointment</u>	<u>Expiration</u>
Place 1	Larry Ringer President	4717 St. Andrews College Station, TX 77845 ringer@stat.tamu.edu	690-7047 (h)	Jan-98	Jan-00
				Jan-00	Jan-02
				Jan-02	Jan-04
				Jan-04	Jan-06
				Jan-06	Jan-08
Place 3	Mary Fran Troy	1002 Rose Circle College Station, TX 77840 mftroy@tamu.edu	696-2614 (h) 845-0579 (w)	Jan-06	Jan-08
Place 5	Katherine Edwards	313 Pershing College Station, TX 77840 kedwards@tamu.edu	696-4281 (h) 845-6293 (w)	Jul-05	Jan-07
				Jan-07	Jan-09
Place 7	vacant				

Bryan + College Station
Public Library Advisory Board

Absentee Report - 2006-2007
College Station Members

	17-Jan-06	21-Mar-06	16-May-06	18-Jul-06	19-Sep-06	14-Nov-06
Larry Ringer	P	P	P	P	A	P
Katherine Edwards	P	P	P	P	P	P
Mary Fran Troy	P	P	P	A	P	P
	14-Feb-07	20-Mar-07	15-May-07	17-Jul-07	18-Sep-07	13-Nov-07
Larry Ringer	P	P	P	P	P	P
Katherine Edwards	P	P	A	P	P	P
Mary Fran Troy	P	P	P	A	P	P

Zoning Board of Adjustments



*(5 members,
3 alternates)*

**Staff Liaison:
Lance Simms**

Name	Original Appt.	Address	Phone
Jay Goss, Chair 6/08	2000	306 Lee College Station 77840	764-6950 (H) 268-4343 (W) 268-5323 (F)
Joshua Benn 6/09	2004	4420 Edinburgh College Station 77845	690-1628 (H) 846-4726 (W)
John Richards 6/08	2000	1210 Munson College Station 77840	696-6095 (H)
Denise Whisenant 6/08	2005	2512 Sumter Dr. College Station 77845	485-0788 (H) 458-4773 (W)
Donald Braune 6/09	2004	300 Stoney Hills Ct. College Station 77845	690-6215 (H)
Thomas Mather 6/08 <i>(alternate)</i>	2006	3303 Fredrick College Station	680-1109 (H) 458-1130 (W)
Vacancy (alternate)			

Duties and Responsibilities

Hears and decides appeals for interpretations, special exceptions, and variances to the terms of the zoning ordinance as well as use permits. Other duties are outlined in the ordinances and statutes from which it is created.

Membership

Each member shall be a resident and qualified voter of the City of College Station. Members shall serve for two-year terms.

Meetings

Meetings are held the first and third Tuesday of each month at 7:00 p.m. in Council Chambers.

Authority

Local Government Code 211.008 (V.T.C.S.) and City Ordinance No. 1638 adopted March 13, 1986.

From: "City of College Station -" <info@ci.college-station.tx.us>
To: <chooks@cstx.gov>
Date: 2/1/2008 9:25:54 PM
Subject: Response to Apply For A Citizen Committee

Form Name: Date Submitted: 2/1/2008 9:21:34 PM

Apply For A Citizen Committee

Name: Robert Hunter

Home Address: 1011 Lyceum Court

Telephone: 979-268-2000

Fax:

E-mail: hunter@oldhamgoodwin.com

College Station Resident for ____ years: 10

Subdivision: University Preserve

Voter Registration Number:

Business Owner: Yes

Business Name: The Oldham Goodwin Group, LLC

Occupation: Commercial Real Estate/ Development

Work Address: 809 University Drive East Ste. 101 A

Work Telephone: 979-268-2000

Work Fax:

Work E-mail: hunter@oldhamgoodwin.com

Education: Bachelor of Science Economics Texas ATM University

Position Sought (No. 1 being most preferable and No. 3 being least preferable): Design Review Board, Zoning Board of Adjustments,

If you currently serve on any other committees, boards or commissions, please list them here: Design Review Board

Please list any experience or interest that qualifies you to serve in the position desired:

In compliance with Chapter 552, Government Code (Public Information Act), information related to the applicant's home address, home telephone number, and e-mail address shall be made available to the public, unless the applicant chooses not to release the information.

Release information?: Yes

CC: <vcasares@cstx.gov>, <bnugent@cstx.gov>

From: Susan Manna
To: Becky Nugent; Connie Hooks
Date: 1/22/2008 8:31:27 AM
Subject: Fwd: Response to Apply For A Citizen Committee

>>> "City of College Station -" <info@ci.college-station.tx.us> 1/18/2008 4:02 PM >>>

Form Name: Date Submitted: 1/18/2008 3:59:13 PM

Apply For A Citizen Committee

Name: Jason Downs

Home Address: 1215 mullins ct.

Telephone: 9796909397

Fax:

E-mail: odie_holly@hotmail.com

College Station Resident for ____ years: 2years

Subdivision: alexandria

Voter Registration Number:

Business Owner: No

Business Name:

Occupation: manager

Work Address: 475-a graham rd.

Work Telephone: 9796909191

Work Fax:

Work E-mail: jdowns@ewing1.com

Education:

Position Sought (No. 1 being most preferable and No. 3 being least preferable): Parks and Recreation Board, Planning and Zoning Commission, Zoning Board of Adjustments

If you currently serve on any other committees, boards or commissions, please list them here:

Please list any experience or interest that qualifies you to serve in the position desired:

In compliance with Chapter 552, Government Code (Public Information Act), information related to the applicant's home address, home telephone number, and e-mail address shall be made available to the public, unless the applicant chooses not to release the information.

Release information?: Yes