



Mayor
Ben White

City Manager
Glenn Brown

Councilmembers
John Crompton
James Massey
Dennis Maloney
Lynn McIlhaney
Lawrence Stewart
David Ruesink

Agenda
College Station City Council
Regular Meeting
Thursday, May 22, 2008 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

Pledge of Allegiance, Invocation, Consider absence request.

Hear Visitors: A citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available in the lobby and at the desk of the City Secretary. This form should be completed and delivered to the City Secretary by 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 on minutes for City Council Workshop and Regular Meeting, May 8, 2008.

b. Presentation, possible action and discussion for a memorandum of understanding regarding each party's communication capabilities during emergencies by permitting access to the City's 800mhz band radio communication system and the City's paging system.

c. Presentation, possible action, and discussion regarding approval of an amendment to the Update and Support Agreement and License Agreement with Azteca Systems, Inc. approved by Council on December 9, 1999 which amends the covered products.

d. Presentation, possible action and discussion of an agreement between the City and Phi-ton Investments for the development of Eagle Avenue in the Dove Crossing development.

e. Presentation, possible action, and discussion regarding a resolution authorizing the Director of Electric Utilities to be the signatory authority for all standard form agreement documents related to the Electric Reliability Council of Texas (ERCOT).

f. Presentation, discussion, and possible action on revisions to the City's Homebuyer Down-Payment Assistance Program (DAP) Guidelines.

g. Presentation, discussion and possible action on an Interlocal Agreement between the City of College Station and City of Bryan for On-Line Bidding Services.

h. Presentation, discussion and possible action on the renewal agreement with Badger Meter, Inc. for the annual purchase of water meters to be maintained in inventory, Bid No. 07-74, for an annual expenditure of \$131,880.00.

i. Presentation, possible action, and discussion approving a resolution authorizing a License Agreement with MATTHEW MOORE pertaining to the encroachment of a portion of a structure located at Lot 20, Block 1, Spring Meadows Phase 2 Subdivision, College Station, Texas, according to the plat recorded in Volume 5838, Page 177 of the Official Records of Brazos County, Texas, into easement area.

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 regarding a rezoning of 130.81 acres from A-O Agricultural-Open to 38.73 acres A-OR Agricultural-Open, Residential and 92.08 acres R-1B Single Family Residential for the property located at 3998 Rock Prairie Road West, Generally located at Rock Prairie Road West and Great Oaks Drive.
2. Public hearing, presentation, possible action, and discussion on an ordinance amending the Land Use Plan element of the Comprehensive Plan from Industrial / R&D to Residential Attached for 6.2 acres located at 1250 Harvey Mitchell Parkway generally located at the southwest corner of the intersection of Harvey Mitchell Parkway and Luther Street West.
3. Public hearing, presentation, possible action, and discussion regarding a rezoning of 71.09 acres from A-O Agricultural-Open to R-1 Single Family Residential for the property located at 450 William D. Fitch Parkway, generally located southwest of the intersection of Barron Road and William D. Fitch Parkway.
4. Public Hearing, presentation, possible action and discussion concerning approval to advertise the College Main Sidewalks Project for construction bids.
5. Public Hearing, possible action, and discussion on an ordinance Budget Amendment #2 amending ordinance number 2999 which will amend the budget for the 2007-2008 Fiscal Year and authorizing amended expenditures in the amount of \$8,003,706; and presentation, possible action and discussion on budget transfers between departments and approval of a contingency transfer.
6. Presentation, possible action, and discussion regarding the first reading of an ordinance amending the current gas franchise with Atmos Energy Corporation to increase the franchise fee from four percent (4%) to five percent (5%).
7. Presentation, possible action, and discussion regarding adoption of a resolution awarding the sale, exchange or combination thereof regarding approximately 5 acres of land owned by the City of CS located near the intersection of Jones Butler Road and Dowling Road.
8. Adjourn.

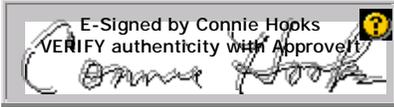
If litigation issues arise to the posted subject matter of this Council Meeting an executive session will be held.

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, May 22, 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 this 19th day of May, 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 May 19, 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

Councilmembers
John Crompton
James Massey
Lynn McIlhaney
Chris Scotti
David Ruesink

Draft Minutes
City Council Workshop Meeting
Thursday, May 8, 2008 at 3:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

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

STAFF PRESENT: City Manager Brown, City Attorney Cargill Jr., City Secretary Hooks, Deputy City Secretary McNutt, Management Team

Mayor White called meeting to order at 3:00 p.m.

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

Council member McIlhaney inquired about the language in the resolution Consent Agenda Item 2c related to wording of public involvement in roadways capital improvement project.

Council member Ruesink inquired about the Consent Agenda Item 2e, terminating a Professional Services Contract with Hidell Associates – Architects for the design of the improvements necessary to complete the second floor of the Municipal Court Building.

Workshop Agenda Item No. 2 -- Presentation, possible action, and discussion relating to receiving the annual audit reports and Comprehensive Annual Financial Report (CAFR) for the fiscal year ended September 30, 2007.

Introduced by Jeff Kersten, Chief Financial Officer.

Tom Wallis of Ingram Wallis & Co. presented a brief overview of the finding and results of the fiscal year 2007 audit. Mr. Wallis also spoke about the 2007 CAFR.

A motion was made by Mayor Pro Tem Gay to accept the 2007 Audit report and the CAFR. Seconded by Council member McIlhaney which carried 7-0.

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

Workshop Agenda Item No. 3 -- Presentation and discussion on the performance, progress and future plans of the Bryan/College Station Convention and Visitors Bureau (B/CSCVB).

Introduced by David Gwin, Director of Economic and Community Development.

Mr. Barry Biggar, CVB Executive Director presented an overview of the performance, progress and future plans of the Bryan/College Station Convention and Visitors Bureau. He thanked the current board members and city staff for all their efforts toward a successful year. Steven Moore, College Station representative on the Board, was present in the audience.

No formal action was taken.

Workshop Agenda Item No. 4 -- Presentation, possible action, and discussion regarding current status of the Brazos Valley Wide Area Communications System and development of the governance agreement.

IT Director Ben Roper presented an overview of the Brazos Valley Wide Area Communications Systems, the development of the InterLocal Agreement, its effect on the City’s radio system replacement and the City of College Station participation level is 35.74.

Council discussed the Governing Board Composition.

No formal action was taken.

Workshop Agenda Item No. 5 -- Presentation, possible action, and discussion regarding possible items to be discussed at the City Council’s annual summer retreat.

City Manager Glenn Brown presented the dates scheduled for the annual Council Strategic Planning Retreat. The sessions will be held on June 30 and July 1, 2008 at the Marriott Conference Center in Sugar Land, Texas. Council concurred.

No formal action was taken.

Workshop Agenda Item No. 6 -- Council Calendar.

- May 10 City General Election
- May 12-15 BCS Chamber of Commerce Annual Washington DC Trip
- May 13 2008 Hospitality Celebration, 12:00 pm
- May 14 Law Enforcement Memorial Service, 12:00 pm
- May 19 Canvass of Election, 9:00 am
- May 19 IGC Meeting at BVCOG, 12:00 pm
- May 20 Council Transportation Committee Meeting, 4:30 pm
- May 20 CPAC Meeting, CS Conference Center, 6:00 pm
- May 22 Council Workshop/Regular Meeting 3:00 pm and 7:00 pm

Workshop Agenda Item No. 7 -- 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

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In the Research Valley*

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.

No items were suggested by Council.

Workshop Agenda Item No. 8 -- 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, National League of Cities, 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, Texas Municipal League, 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 Ruesink mentioned the ongoing activities of Sister Cities Association.

Workshop Agenda Item No. 9 -- Executive Session will immediately follow the workshop meeting in the Administrative Conference Room.

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

- a. Application with TCEQ in Westside/Highway 60 area, near Brushy Water Supply Corporation.
- b. 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.*
- c. Cause No. GN-502012, Travis County, *TMPA v. PUC* (College Station filed Intervention 7/6/05)
- d. Sewer CCN request.
- e. Legal aspects of Water Well and possible purchase of or lease of another water site.
- f. Civil Action No. H-04-3876, U.S. District Court, Southern District of Texas, Houston Division, *JK Development v. College Station.*
- g. 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.*
- h. Cause No. 485-CC, County Court at Law No. 1, Brazos County, Texas, *City of College Station v. David Allen Weber, et al.*
- i. Bed & Banks Water Rights Discharge Permits for College Station and Bryan
- j. Cause No. 07-001241-CV-361, 361st Judicial District Court, Brazos County, Texas *Gregory A. & Agnes A. Ricks v. City of College Station*
- k. Water CCN request

- 1. Legal issues and advice on Brazos Valley Solid Waste Management Agency Contract, on proposed Methane Gas Contract, on proposed Franchise with City of Bryan for B.T.U. Electric, on proposed easement and pole use for College Station electric line, and update on legal proceedings for Grimes County Landfill site and on contract for site acquisitions.

Real Estate {Gov't Code Section 551.072}; The City Council may deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Property Acquisition in the Northern Portion of Northgate

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

- a. Hotel and Conference Center

Workshop Agenda Item No. 10 -- 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.

No formal action was taken.

Workshop Agenda Item No. 11 -- Adjourn.

The workshop meeting adjourned at the same time as the regular meeting.

PASSED and APPROVED, this 22nd day of May, 2008.

APPROVED:

Mayor Ben White

ATTEST

City Secretary Connie Hooks



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

Councilmembers
John Crompton
James Massey
Lynn McIlhaney
Chris Scotti
David Ruesink

Draft Minutes
City Council Regular Meeting
Thursday, May 08, 2008 at 7:00 PM
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

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

STAFF PRESENT: City Manager Brown, City Attorney Cargill Jr., City Secretary Hooks, Deputy City Secretary McNutt, 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. Mayor White led the audience in the Pledge of Allegiance. David Gwin provided the invocation.

Hear Visitors

Mike Luther of 614 Welsh Ave expressed concerns about an article he read in a technology magazine which mandates on companies to inquire about customer identities.

Kamal Rahman, 2905 Oakbrook Court, thanked the Council and City staff for assisting with the installation of Cricket fields in the community.

Regular Agenda Item No. 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. Approval of minutes for City Council regular meeting, April 24, 2008.
- b. Approval amending the City Internal Auditor's annual audit plan.
- c. Approval of **Resolution No. 2-28-08-2c** for public involvement in roadway capital improvement projects with change in language as recommended by staff.

d. Approval of a Reciprocal Right-of-Way and Access Easement Agreement with Crescent Pointe, Ltd. and the Texas A&M System.

e. Approval of **Resolution No. 5-8-08-2e** terminating a Professional Services Contract with Hidell Associates – Architects for the design of the improvements necessary to complete the second floor of the Municipal Court Building.

f. Approval of **Resolution No. 5-8-08-2f** of the City Council of College Station, Texas, regarding an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) to design and construct additional lanes on State Highway 30 from 4.20 miles west of F.M. 244 to 4.63 miles west of F.M. 244 and adjacent to the BVSWMMA Twin Oaks Landfill site for the purpose of providing safe ingress and egress from said facility in an amount not to exceed \$656,750.

g. Approval of **Resolution No. 5-8-08-2g** concerning equipment expenditures in the amount of \$115,996 for the Communications Trailer and a Radio Control Assembly for the Remotec Bomb Robot.

h.: Approval of **Resolution No. 5-8-08-2h** relating to redistribution of Homeland Security Funds from the Live Scan project to the TDEx Implementation Project in the amount of \$9,718.03.

i. Approval of **Resolution No. 5-8-08-2i** regarding the 2006 Grant Adjustment Notice dated April 9, 2008, closing out the 2006 State Homeland Security Program Grant.

j. Approval of ratifying a change order to Contract #06-060 in the amount of \$36,803.14 to Knife River Inc, (formerly Young Contractors, Inc.) for construction work associated with West Park Rehabilitation Project.

k. Approval of ratifying Change Order No. 3 to the construction contract (Contract No. 06-048) with Austin Filter Systems, Inc. in the amount of \$61,430.50.

l. Approval of a Change Order for the FM 2818/Welsh Pedestrian Improvements Project in the amount of \$63,885.57. This Change Order decreases the contract amount.

A motion was made by Council member McIlhaney to approve Consent Agenda Items 2a-2l with the change in item 2c part 4 to say multi-modal transportation and seconded by Mayor Pro Tem Gay which carried 7-0.

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

Regular Agenda Item No. 1 -- Public hearing, presentation, possible action and discussion on a rezoning from PDD Planned Development District to PDD Planned Development District to amend the Concept Plan related to buffer fence requirements for 10 lots on 3.208 acres located at 1201, 1203, 1205, 1207, 1209, 1211, 1213, 1215, 1217, and 1219 Ebbitide Cove, generally located southwest of the intersection of State Highway 6 and Nantucket Drive.

Item removed from the agenda by applicant.

Regular Agenda Item No. 2 -- Public hearing, presentation, possible action, and discussion on an ordinance amending the Land Use Plan element of the Comprehensive Plan Single-Family Residential Medium Density to Office for 14.15 acres located at 3690 & 3695 Longmire Drive, and more generally located along both the east and west sides of Longmire Drive, south of the intersection of Longmire Drive and Bridle Gate Drive.

Introduced by Bob Cowell, AICP, Director of Planning & Development Services.

Jennifer Prochazka, Senior Planner presented Council an overview to amend the Comprehensive Land Use Plan on 14.15 acres located at 3690 and 3695 Longmire Drive generally located both east and west of Longmire Drive, south of the intersection of Longmire Drive and Bridle Gate Drive. Staff recommended denial due to compatibility of single family residential on the adjacent tracts.

Mike Gentry, representing the applicant came forward to support the project and answer questions of Council.

Mayor White opened the public hearing.

Amanda Dotson, 3708 Bridle Trails, from the Neighborhood HOA expressed concerns about increased traffic in the area. She spoke in favor of the agreement with developer and supported the request.

J. Meredith Wilson, 3713 Bridle Ct., concurred with the recommendations of staff .

Mayor White closed the public hearing.

A motion was made by Mayor Pro Tem Gay to approve **Ordinance No. 3066** amending the Comprehensive Land Use Plan on 14.15 acres located at 3690 and 3695 Longmire Drive. Seconded by Council member Scotti which carried 7-0.

FOR: Mayor White, Mayor Pro Tem Gay, Massey, McIlhaney, Ruesink, Scotti, Crompton
AGAINST: None

Regular Agenda Item No. 3 -- Public hearing, presentation, possible action, and discussion on an ordinance amending the Land Use Plan element of the Comprehensive Plan from Single-Family Residential Medium Density to Single-Family Residential High Density for 3 acres at 3072 Rock Prairie Road West, generally located west of the intersection of Rock Prairie Road West and Wellborn Road.

Introduced by Bob Cowell, AICP, Director of Planning & Development Services.

Jason Schubert, Staff Planner presented a brief overview on amending the Comprehensive Land Use Plan on 3 acres located at 3072 Rock Prairie Road West, which is generally located west of the intersection of Rock Prairie Road West and Wellborn Road. Staff recommended approval due the conditions and compatibility on changing from a Single-Family Residential Medium Density to Single-Family Residential High Density.

Mayor White opened the public hearing. Developer Wallace Phillips came forward to answer questions of the Council. Mayor White closed the public hearing.

A motion was made by Mayor Pro Tem Gay to approve **Ordinance No. 3067** amending the Comprehensive Land Use Plan on 3 acres located at 3072 Rock Prairie Road West. Seconded by Council member McIlhaney which carried 7-0.

FOR: Mayor White, Mayor Pro Tem Gay, McIlhaney, Massey, Crompton, Scotti and Ruesink
AGAINST: None

Regular Agenda Item No. 4 -- Public hearing, presentation, possible action, and discussion on an ordinance rezoning 13.44 acres from A-O Agricultural Open to R-3 Townhomes for the property located at 2950 and 3072 Rock Prairie Road West, generally located west of the intersection of Rock Prairie Road West and Wellborn Road.

Introduced by Bob Cowell, AICP, Director of Planning & Development Services.

Jason Schubert, Staff Planner presented the Council an overview of a rezone on 13.44 acres from A-O, Agricultural Open to R-#, Townhomes for the property located at 2950 and 3072 Rock Prairie Road West, which are generally located west of the intersection of Rock Prairie road. Staff recommended approval of the rezoning.

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

A motion was made by Mayor Pro Tem Gay to approve **Ordinance No. 3068** to rezone property located at 2950 and 3072 Rock Prairie Road West and seconded by Council member Scotti which carried 7-0.

FOR: Mayor White, Mayor Pro Tem Gay, Crompton, Ruesink, Massey, Scotti and McIlhaney
AGAINST: None

Regular Agenda Item No. 5 -- Public hearing, presentation, possible action and discussion on a rezoning from A-O, Agricultural Open to R-3, Townhouse for 10.434 acres located at 3180 Cain Road generally located southwest of the intersection of Cain Road and Jones Butler Road.

Introduced by Bob Cowell, AICP, Director of Planning & Development Services.

Lindsey Boyer, Staff Planner presented a brief overview of a rezone on 10.434 acres from A-O, Agricultural Open to R-#, Townhomes for the property located at 3180 Cain Road, which is generally located southwest of the intersection of Cain Road and Jones Butler Road. Staff recommended approval of the rezoning.

Mayor White opened the public hearing. Mr. Lightsey, property owner and developer, was available for questions. Mayor White closed the public hearing.

A motion was made by Mayor Pro Tem Gay to approve **Ordinance No. 3069** to rezone property located at 3180 Cain Road and seconded by Council member McIlhaney which carried 7-0.

FOR: Mayor White, Mayor Pro Tem Gay, Scotti, McIlhaney, Massey, Ruesink and Crompton
AGAINST: None

Regular Agenda Item No. 6 -- Public hearing, presentation, possible action and discussion on a rezoning from A-O Agricultural Open and R-4 Multi-Family to A-O Agricultural Open and R-4 Multi-Family to readjust zoning boundaries based on FEMA floodplain lines, with no net gain in developable area, for 12.93 acres located at 1300 Harvey Mitchell Parkway, generally located southeast of the intersection of Harvey Mitchell Parkway and Jones Butler Road.

Introduced by Bob Cowell, AICP, Director of Planning & Development Services.

Jennifer Prochazka, Senior Planner presented the staff report. Staff recommended approval to further protect the existing floodplain from development and because this does not affect the developable area.

Natalie Ruiz, representing the applicant, requested this issue be resolved.

Mayor White opened the public hearing.

Veronica Morgan, engineer with Mitchell and Morgan, Inc. spoke about the floodplain development and elaborated on comments made by Ms. Ruiz.

Mayor White closed the public hearing.

Alan Gibbs, City Engineer noted that the subject of floodplains will be brought back to Council as an amendment following meetings with Comprehensive Plan Committee.

Director of Planning & Development Services Bob Cowell clarified to Council that there will be no changes in their recommendation for approval.

A motion was made by Council member McIlhaney to approve **Ordinance No. 3070** from A-O Agricultural Open and R-4 Multi-Family to A-O Agricultural Open and R-4 Multi-Family to readjust zoning boundaries based on FEMA floodplain lines, with no net gain in developable area, for 12.93 acres located at 1300 Harvey Mitchell Parkway, generally located southeast of the intersection of Harvey Mitchell Parkway and Jones Butler Road. to rezone 1300 Harvey Mitchell Parkway. Seconded by Council member Massey which carried 6-1.

FOR: Mayor White, Mayor Pro Tem Gay, Massey, McIlhaney, Crompton and Ruesink
AGAINST: Scotti

A motion was made by Council member Scotti to reconsider the rezoning request to modify the language to incorporate floodplain changes. The motion was seconded by Mayor Pro Tem Gay. Motion failed, 7-0.

FOR: None
AGAINST: Mayor White, Mayor Pro Tem Gay, Scotti, McIlhaney, Ruesink, Massey and Crompton

This item would return on a future agenda following discussions by CPAC on floodplain policy.

Regular Agenda Item No. 7 -- Public hearing, presentation, possible action, and discussion of the design of the Barron Road Capacity Improvements Project. This Phase of the Barron Road Capacity Improvement Project begins at Decatur and extends to the State Highway 6 Frontage Road.

Director of Capital Projects Chuck Gilman presented Council a description of the design for the Barron Road Capacity Improvements Project. He requested Council's approval to move forward with the bid process.

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

A motion was made by Mayor Pro Tem Gay to approve the designs for the Barron Road Capacity Improvements Project and to move forward with bids. Seconded by Council member Scotti which carried 7-0.

FOR: Mayor White, Mayor Pro Tem Gay, Scotti, McIlhaney, Ruesink, Massey and Crompton
AGAINST: None

Regular Agenda Item No. 8 -- Public hearing, presentation, possible action, and discussion on an ordinance amending the Comprehensive Plan from Rural Residential to Planned Development for 293.233 acres located along Greens Prairie Trail generally located between Greens Prairie Road West and Royder Ridge.

Introduced by Bob Cowell, AICP, Director of Planning & Development Services.

Staff Planner Lindsey Boyer presented the staff report. Staff recommended approval of the ordinance amending the Comprehensive Plan because it complies with the conditions and compatibility of the Comp Plan.

The developer, Raymond Metcalf came forward to answer questions of the Council.

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

A motion was made by Mayor Pro Tem Gay to approve **Ordinance No. 3071** amending the Comprehensive Land Use Plan for property located on Greens Prairie Trail between the intersections of Greens Prairie Trail with Greens Prairie Road West and Royder Ridge. Seconded by Council member McIlhaney which carried 7-0.

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

Regular Agenda Item No. 9 -- Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning 0.077 acre of public utility easement, which is located on (College Hills Elementary School) Lot 4 of Christy Subdivision according to the plat recorded in Volume 213, Page 463 of the Deed Records of Brazos County, Texas, and 8.62 acre Tract described by deed recorded in Volume 204, Page 275 of the Deed Records of Brazos County, Texas.

Introduced by Mark Smith, Director of Public Works.

Alan Gibbs, City Engineer described the proposed ordinance for an easement to vacate and abandon 0.077 acre to make room for public and private utilities for the College Hills Elementary School expansion.

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

Regular Agenda Item No. 10 -- Public Hearing, presentation, possible action, and discussion approving an ordinance vacating and abandoning 0.3978 acre of public sanitary sewer easement, which is located on 8.572 Acre Tract as described in Deed recorded in Volume 204, Page 198 of the Deed Records of Brazos County, Texas, and on 8.62 Acre Tract as described in Deed recorded in Volume 204, Page 275 of the Deed Records of Brazos County, Texas.

Alan Gibbs, City Engineer presented Council an ordinance for an easement to vacate and abandon 0.3978 acre to make room for the public sanitary sewer which is located on 8.572 acre tract for the College Hills Elementary School expansion.

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

A motion was made by Mayor Pro Tem Gay to approve Items 9 & 10 and **Ordinance No. 3072 and 3073** on vacating and abandoning an easement for the College Hills Elementary School expansion. Seconded by Council member Scotti which carried 7-0.

FOR: Mayor White, Mayor Pro Tem Gay, Massey, McIlhaney, Ruesink, Scotti, Crompton
AGAINST: None

Regular Agenda Item No. 11 -- Adjourn.

A motion was made by Mayor Pro Tem Gay to adjourn and seconded by Council member Massey which carried 7-0. Mayor White adjourned the meetings at 8:30 p.m. on Thursday, May 8, 2008.

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

PASSED and APPROVED this 22nd day of May, 2008.

APPROVED:

Mayor Ben White

ATTEST:

City Secretary Connie Hooks

May 22, 2008
Consent Agenda Item 2b
Memorandum of Understanding with College Station Independent School District regarding 800mhz radio and paging system

To: Glenn Brown, City Manager

From: Scott McCollum, Acting Chief of Police

Agenda Caption: Presentation, possible action and discussion for a memorandum of understanding regarding each party's communication capabilities during emergencies by permitting access to the City's 800mhz band radio communication system and the City's paging system.

Recommendation(s): Staff recommends Council's approval of this document.

Summary: The City of College Station and the College Station Independent School District entered into a memorandum of understanding in 2000 regarding use of the City's 800mhz radio system and paging system. The agreement facilitated the use of this equipment during emergencies and allowed CSISD immediate access to City Emergency Services. The original MOU expired in 2003 and was set for renewal every three years. This MOU has been modified for as a non-expiring document with provisions for amendments if necessary. In the event of an emergency event on CSISD campus their personnel can report available information directly to our dispatch center for relay to emergency responders.

Budget & Financial Summary: n/a

Attachments:

Copy of MOU between CSISD and City of College Station (signed by CSISD).

Memorandum of Understanding Between
College Station Independent School District
And the City of College Station

This Memorandum of Understanding (hereinafter referred to as the "Agreement") is entered into by and between College Station Independent School District ("CSISD") and the City of College Station, a Texas Home-Rule Municipal Corporation (the "City") (hereinafter jointly referred to as "the Parties") to facilitate each party's communications capabilities during emergencies by permitting CSISD's access to the City's 800 megahertz band radio communications system and the City's paging system.

WHEREAS, the City's successful response to an emergency on a CSISD school campus requires effective coordination of communications between CSISD personnel and the City's emergency response personnel, and

WHEREAS, CSISD's primary communication system currently consists of a telephone system, cellular telephones, and a limited range two-way radio, and

WHEREAS, the City maintains its own 800 megahertz band radio communications system (hereinafter referred to as the "800 MHz System") that permits interdepartmental radio communications, and

WHEREAS, the City maintains its own Paging System that enables communication with and among City personnel, and

WHEREAS, permitting CSISD access to the City's 800 MHz System will enhance the City's and CSISD's ability to rapidly, clearly and concisely exchange information in the event of an emergency, and

WHEREAS, CSISD's access to the City's 800 MHz System will allow CSISD personnel to quickly and effectively communicate inter-campus in the event of an emergency, thus enhancing the City's emergency response actions, and

WHEREAS, permitting CSISD access to the City's Paging System will enhance the City's and CSISD's ability to contact each entity's key personnel in the event of an emergency,

NOW, THEREFORE, the City and CSISD agree as follows

A. Definitions:

- 1 Emergency An "emergency" for the purpose of this Agreement is any unforeseen event or condition requiring immediate action, which has the potential to jeopardize the health, safety and/or welfare of CSISD students, personnel or property. The failure of CSISD's primary communication system will also be considered an emergency.

- 2 800 MHz System: The trunked two-way radio system utilizing one control channel and multiple talk channels operated over an 800 megahertz frequency that is currently owned, operated and licensed by the City

- 3 Paging System The Zetron paging terminal and two transmitters operated in the 900 megahertz frequency range that provides one way paging capability that is currently owned, operated and licensed by the City

- 4 Talk Groups: A programmed group of radio system users that can communicate with each other over the trunked 800 MHz System without other non-programmed radio users being able to hear or talk to the grouped users. A talk group is similar to a private channel. Talk groups are assigned to City 800 MHz System users by City.

B. Purpose: The purpose of this Agreement is to provide CSISD access to both the City's 800 MHz System and Paging System to allow effective and timely communications between and among the Parties in the event of an emergency. CSISD and the City agree that they will mutually benefit by CSISD's access to the 800 MHz System and the Paging System. The services contemplated herein shall be considered to be in the best interest of both parties and the benefit to each shall be considered suitable consideration. No funds will be transferred between the Parties. CSISD's use will be part of the City's license to operate the 800 MHz System, and the City has the right and authority to license such use to CSISD. Specifically, CSISD's access to the City's 800 MHz System and Paging System will

- 1 Provide a means by which the Parties can communicate in the event that CSISD's primary communication system fails

- 2 Enhance the City's ability to contact CSISD personnel in the event of an emergency

- 3 Improve communication and contact capabilities across CSISD's geographically dispersed campuses in the event of an emergency, both between CSISD personnel and between CSISD and City emergency response personnel

- 4 Help ensure the timeliness and reliability of a prompt and effective response by City emergency response personnel and CSISD in the event of an emergency

- 5 Insure that CSISD personnel can receive pages from both CSISD and City personnel despite their location in the event of an emergency

C. **General Principals of Understanding:** The Parties expressly understand and agree to the following:

- 1 CSISD will have access to the City's 800 MHz System in order to implement this critical communications link between the Parties in the event of an emergency
- 2 CSISD will have access to the City's Paging System in the event of an emergency.
- 3 CSISD will procure, at its own expense, the appropriate portable radio units, pagers, batteries, chargers, and other operational items, sufficient to minimally supply one radio unit and one pager to each campus in the CSISD and one to CSISD district personnel. The total number of radio units operated by CSISD will not exceed twenty (30) units
- 4 The City will provide specifications to CSISD with model numbers and other required information so as to insure system compatibility of the radio units and pagers purchased by CSISD
- 5 CSISD will provide the City with radio identification numbers for each new portable radio unit and the City will supply system unit identification numbers for each radio to CSISD. The City requires that the City program all CSISD radio units, and agrees to program said radio units for CSISD at no cost
- 6 Panic button features on the radios will be enabled. If the panic button is utilized it will sound over the DPD/FD talk group. CSISD personnel will be asked to state their emergency by City dispatch personnel. CSISD personnel will be provided with training on procedures for this use
- 7 Each Party to this Agreement will maintain its respective equipment under its own inventory and will be responsible for the maintenance, necessary upgrades, and all other associated expenses
- 8 The City will provide six (6) unique CSISD radio "talk groups" for CSISD use. The City may, at the City's sole discretion, place these six (6) unique CSISD "talk groups" on radios of the City's personnel. Selection of City radio units to be so equipped will be based on individual personnel's potential for response and timely communications with CSISD personnel during an emergency. The talk groups will be, CSISD, DPD/FD, EM, Event 1, Event 2, and DIRECT

- 9 The City may, upon CSISD's request, establish an individual pager group for CSISD. The City will include CSISD pagers in existing City pager groups as determined necessary by the City.
- 10 City personnel will assist CSISD personnel with training in the use of both the 800 MHz System and the Pager System and will assist CSISD with establishing the appropriate operating procedure for each System's use.
- 11 The City may, at the City's sole discretion, assign a priority traffic precedence to the radio "talk groups" such that City personnel may have precedence in high traffic situations. The City may also place, at the City's sole discretion, selected City "talk groups" on the CSISD radio units.
- 12 CSISD will immediately notify the City if any CSISD radio unit is lost, misplaced, seized, compromised or stolen. The City will deactivate the radio unit at no cost to CSISD.
- 13 The City will deactivate a CSISD radio unit or a CSISD talk group in the event that the City suspects, in the City's sole determination, misuse or misappropriation of the CSISD radio unit or talk group. The City will reactivate the deactivated radio unit or talk group upon resolution of the problem to the City's satisfaction.
14. This Agreement may be terminated at will upon 180 days advance written notice by either Party.
- 15 Notices. All written notifications required under this Memorandum of Understanding shall be effective upon delivery certified mail to

The City of College Station.
Emergency Management Coordinator
City of College Station
P O. Box 9960
College Station, Texas 77842

The College Station Independent School District
The Superintendent
College Station Independent School District
1812 Welsh
College Station, Texas 77840

- 16 Funding. Except as expressly provided for herein, nothing in this Agreement shall be construed or interpreted to obligate any City funds to support CSISD's use of the 800MHz System or Paging Systems. Further, except as expressly provided for herein, nothing in this Agreement shall be

construed or interpreted to obligate any CSISD funds to support the City's 800 MHz System or Paging System

17. Modification This Agreement may be modified, in whole or in part, by the mutual written agreement of the Parties at any time during the term of the Agreement
18. Public Information Coordination Public disclosure of information related to, and activities conducted under, this Agreement will be subject to the Freedom of Information Act (5 U S C § 552) and the Texas Public Information Act (TEX GOVT CODE § 552 001 et. seq.) Prior to disclosure of any requested information, the Parties shall consult with each other regarding any such proposed disclosure
19. **INDEMNIFICATION: Subject to the limitations as to liability and damages in the Texas Tort Claims Act and without waiving its governmental immunity, each party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other party to this Agreement, or any of its officers, agents or employees, or as the result of its performance, or any of its officers, agents or employees, under this Agreement.**
20. **CONSENT TO SUIT: Neither the City nor the CSISD consent to suit, nor waive sovereign immunity by entering into this Agreement.**
21. Governing Law This Agreement is governed by the laws of the State of Texas, and venue is expressly agreed upon in Brazos County, Texas
22. Assignment: This Agreement may not be assigned by either party without the written consent of the other party
23. **Representations: The Parties understand and agree that the City, by permitting CSISD to access the 800 MHz System and the Paging System, makes no representations or warranties concerning the nature and condition of either System. CSISD agrees to use the 800 MHz System and Paging System "AS IS, WHERE IS, AND WITH ALL FAULTS".**
24. Entire Agreement This Agreement constitutes the entire agreement between the Parties and will not be explained, modified, or contradicted by any prior or contemporaneous negotiations, representations, or agreements, either written or oral Only a subsequent, written agreement can modify this Agreement

- 25 Severability If any provision of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable

[SIGNATURES APPEAR ON NEXT PAGE]

This Memorandum of Understanding was entered into on this 19th day of November, 2007

COLLEGE STATION INDEPENDENT SCHOOL DISTRICT

CITY OF COLLEGE STATION

By: 

Tim Jones, President
CSISD Board of Trustees

By _____
Mayor

ATTEST

ATTEST



Randall Pitcock, Secretary
CSISD Board of Trustees

City Secretary

APPROVED

City Manager

Chief Financial Officer

City Attorney

May 22, 2008
Consent Agenda Item 2c
Amendment to Azteca Systems, Inc. License and Update and Support
Agreements

To: Glenn Brown, City Manager

From: Ben Roper, Information Technology Director

Agenda Caption: Presentation, possible action, and discussion regarding approval of an amendment to the Update and Support Agreement and License Agreement with Azteca Systems, Inc. approved by Council on December 9, 1999 which amends the covered products.

Recommendation(s): Staff recommends approval.

Summary: This software (Cityworks) is a work order management system used in Public Works and being implemented in the Water Services Department. These amendments simply redefine the number of licenses we own and the number of licenses covered under our annually paid support. The Public Works' Streets Division wishes to purchase an interface from MicroPaver, a street maintenance application, to CityWorks, which would in effect be an additional license from Azteca and an additional covered product under our support agreement. The License Agreement amendment simply adds the MicroPaver interface as a licensed product to the City of College Station. The update and support amendment states the new update and support fees based on the additional license purchased.

Budget & Financial Summary: Funds for the purchase of the license exists in the Public Works Streets division operating budget. Funds for the on-going support of the license are included in the Information Technology Department's operating budget.

Attachments:

Amendment to Update and Support Agreement with Azteca Systems, Inc.

Amendment to the License Agreement with Azteca Systems, Inc.

Azteca Systems, Inc.
11075 South State St.
Suite 24
Sandy, Utah
84070



Phone: (801) 523-2751
FAX (801) 523-3734
Email: azteca@azteca.com
<http://www.azteca.com>

AMENDMENT #3
CITYWORKS® SOFTWARE LICENSE AGREEMENT
Contract No. C113399

By accepting this order both parties agree to amend the Cityworks Software License Agreement Contract No. **C113399** between the **City of College Station, TX** (Licensee) and **Azteca Systems, Inc.** dated 1/6/2000, which is incorporated herein by reference, to include the below software licenses, which are hereby licensed under the same terms and conditions.

Description of Licenses:

MicroPaver Interface – 1 Named License

Added to:

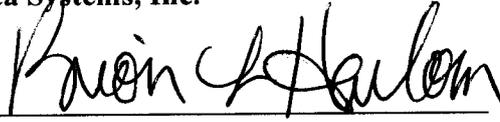
Desktop/Anywhere Licenses – 21 Named

Cityworks Storeroom – 2 Named Licenses

Initial _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

Azteca Systems, Inc.

By: 

Printed Name: Brian L. Haslam

Title: President

Date: 05/08/2008

CITY OF COLLEGE STATION

By: _____

Mayor

Date: _____

ATTEST:

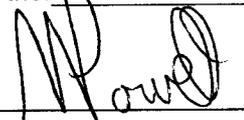
City Secretary

Date: _____

APPROVED:

City Manager

Date: _____



City Attorney

Date: ~~_____~~

Chief Financial Officer

Date: _____

Azteca Systems, Inc.
11075 South State St.
Suite 24
Sandy, Utah
84070



Ph. (801) 523-2751
FAX (801) 523-3734
Email: azteca@azteca.com
Web: http://www.azteca.com

AMENDMENT #3
CITYWORKS® UPDATE & SUPPORT AGREEMENT
Contract No. U113399

By accepting this order both parties agree to amend the Cityworks Update & Support Agreement Contract No. U113399 between the City of College Station, TX (Licensee) and Azteca Systems, Inc. dated 1/6/2000, which is incorporated herein by reference, to include the above update and support agreement. Azteca Systems and the User have previously entered into an amended update and support agreement (Amendment #2) with respect to use of Cityworks® software, dated 01/28/2008. User again desires to amend the software Update & Support services from Azteca Systems Contract No. U113399, with respect to such Software, to delete subsections 8.2 through 8.6 of Section 8. IDENTIFICATION AND AMOUNTS and replace with the following:

8. IDENTIFICATION AND AMOUNTS

8.2 User Agreement: Between Azteca Systems and the User dated:

(a) Effective Date of Amendment: Receipt by Azteca Systems of Purchase Order

_____ Initial _____

(b) Fee for Existing Update & Support period:

\$ 21,050.00 (US) Initial _____

(c) Renewal Fee for all licenses for successive Update & Support periods

starting 6/1/2008:

\$ 21,485.00 (US) Initial _____

8.3 (a) Description of Covered Software:

MicroPaver Interface – 1 Named License

Added to:

Desktop/Anywhere Licenses – 21 Named

Cityworks Storeroom – 2 Named Licenses

Initial _____

To amend Section 1.4 “Covered Software” to include Section 8.3 (a) as noted above.

All other provisions of Contract No. U113399 will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

Azteca Systems, Inc.

By: Brian Haslam
Printed Name: Brian Haslam
Title: President
Date: 05/08/2008

CITY OF COLLEGE STATION

By: _____
Mayor
Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

[Signature]

City Attorney
Date: _____

Chief Financial Officer
Date: _____

**May 22, 2008
Consent Agenda Item 2d
Eagle Avenue Agreement**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action and discussion of an agreement between the City and Phi-ton Investments for the development of Eagle Avenue in the Dove Crossing development.

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

Summary: Per this agreement, the City and the Developer will partner to accomplish the extension of Eagle Avenue from the new Creekview Elementary eastward to make a connection with Longmire Drive. The developer will dedicate the right-of-way as well as the design of the roadway and ancillary water line. The City will construct the roadway and waterline.

Council directed staff to make this agreement and agreed to the construction on February 14, 2008. The roadway construction will be completed in time for the opening of the new elementary school in August of 2009.

Budget & Financial Summary: The estimated construction cost is \$800,000. This project will be funded with certificates of obligation. A budget amendment will be required to allocate the necessary funding.

Attachments:

1. Location Map
2. Agreement

Eagle Avenue Extension Location Map



**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF COLLEGE STATION AND PHI-TON INESTMENTS L.P.
FOR THE DESIGN OF THE EAGLE AVENUE EXTENSION**

This Development Agreement (hereinafter referred to as "Agreement") is entered into on this 9 day of MAY, 2008, by and between the **City of College Station, Texas** (hereinafter referred to as "City") and **Phi-Ton Investments, L.P., a Texas limited partnership**, (hereinafter referred to as ("Developer")).

WHEREAS, Developer owns a tract of undeveloped land located within the City of College Station which it desires to develop as set forth in its plat application for a subdivision known as Dove Crossing, Phases 6, 7 and 9; and

WHEREAS, pursuant to such proposed development, it is necessary to construct an extension of Eagle Avenue, a public roadway; and

WHEREAS, pursuant to Chapter 3, Section 3.D, of the Code of Ordinances of the City and pursuant to Chapter 313 Texas Transportation Code, the City may require Developer to participate in the improvement of that portion of Eagle Avenue and its ancillary water line shown on Developer's plat described above and as shown on **Exhibit "A"** attached hereto and made a part hereof; and

WHEREAS, the estimated share of Developer's contribution towards the extension of Eagle Avenue and its ancillary water line in the form of a street assessment and the estimated cost of needed right-of-way and street design is as set forth in **Exhibit "B"** attached hereto and made a part hereof; and

WHEREAS, Developer is willing to dedicate right-of-way and design the extension of Eagle Avenue within its proposed development; and

WHEREAS, the City recognizes that the value of such right-of-way and design of said street extension are approximately equal to any street assessment relating to same;

NOW THEREFORE, for and in consideration of the recitations hereinabove and the promises and covenants that follow herein, the parties agree as follows:

1. PROJECT

1.1 Within 30 days of the date of execution of this Agreement by both parties, Developer shall dedicate to the City right-of-way for the extension of Eagle Avenue as shown on Exhibit "A." Such dedication shall be by plat or by separate instrument in a form substantially as set forth in **Exhibit "C"** attached hereto and made a part hereof as determined by the City.

1.2 Within 30 days of the date of the execution of this Agreement by both parties, Developer shall contract with an engineering firm to develop the design, specifications and plans for a road extension of Eagle Avenue and its ancillary water line within the proposed dedicated right-of-way to serve as a connection between the new Creekview Elementary School and Longmire Drive as shown in Exhibit "A" hereinafter referred to as the "Project". The Project will connect that portion of Eagle Avenue to be constructed by College Station Independent School District on the west end with that portion of Eagle Avenue constructed as part of the Lakeside Village Subdivision on the east end as depicted on Exhibit "A." Developer agrees to provide a timeline as a part of the scope of the Project which must meet the approval of the City.

1.3 Within 45 days of the date of the execution of this Agreement City shall meet with the Developer or its representative for the purpose of determining the nature of the Project. The City shall provide to Developer all reasonably available information within its possession to aid in the design. The City shall designate a representative to act as the contact person on behalf of the City.

1.4 Developer shall have 45 days within which to complete the Project from the date the City meets with the Developer or its representative and provides Developer with information as set forth in paragraph 1.3 above.

2. CONSIDERATION

In consideration of Developer's performance of the Project as set forth in this Agreement, the City will publicly bid and ensure the construction of that portion of Eagle Avenue and its ancillary water line designed by Developer in its performance of the Project. The City agrees that Developer's Project relates directly to the extension of Eagle Avenue and its development of the adjacent property; and that the estimated costs of the Project and the approximate value of a street assessment for same if such were adopted by City is as set forth in Exhibit "B."

3. DEVELOPER OBLIGATIONS.

3.1 In addition to those obligations recited elsewhere in this Agreement, Developer's obligations include the following:

- a. Dedicate to the City right-of-way required for construction of the Project by dedicatory deed in a form as substantially set forth in Exhibit "C" within the timeframe set out above;
- b. Design the Project in accordance with all applicable rules, regulations, this Agreement and as approved by the City;
- c. Identify the estimated cost of the Project based upon advice from consultants and other professionals disclosed to the City;
- d. Provide a schedule for initiation and completion of the Project.
- e. Submit a written detail of all actual costs of the Project, including supporting documentation, such as receipts, affidavit of payments, etc. Information regarding costs is subject to audit by the City's Engineer and Finance Director; and the City may request

- Developer to certify that the costs and fees submitted are attributable to the Project.
- f. Agree that in the event the actual cost of the Project exceeds the estimated cost of a street assessment as set forth in Exhibit "B" in no event will the City owe compensation to Developer for such difference;
 - g. Present to the City for review the scope of services for the Project to determine whether it is sufficient to achieve the purposes recited before Developer's engineer commences actual design work, and to obtain City's approval in writing before commencing design work;
 - h. Allow the City to review and mark-up all designs, plans and specifications (i) after completion of preliminary design work; and (ii) upon final completion of design work, and to incorporate same into the Project. City Staff shall be afforded a reasonable time period, not to exceed 30 days, for performing the review. Any design changes recommended by the City will be made at no cost to City; and
 - i. Provide any re-design necessitated to complete the construction of the Project at no cost to City.

4. CITY OBLIGATIONS

4.1 In addition to those obligations recited elsewhere in this Agreement, City's obligations include the following:

- a. Upon dedication of the right-of-way by Developer to the City as set forth above, timely review the scope and design in the Project to determine whether they are sufficient to achieve the purposes of the Project before Developer's engineer commences actual design work. Approval to commence design work will be provided by City in writing;
- b. Review and mark-up all designs, plans and specifications (i) after completion of preliminary design work; and (ii) upon final completion of design work in the manner as set forth in Section 3 above; and
- c. Upon completion of the Project by Developer, the City shall assume responsibility for the public bidding and the construction of the proposed public improvement as set forth in the Project design.
- d. Upon completion of construction, the City will provide red-line drawings to the Developer for the preparation of as-built plans.

5. PRELIMINARY DESIGN

5.1 The preliminary design of the Project shall include, but not be limited to, the preliminary drawings and specifications. Developer, or its representative, shall submit to the City a detailed engineer's estimate of the construction costs of the Project, based on current area, volume, or other unit costs. This estimate shall also indicate both the cost of each category of work involved in constructing the Project and the time required for construction of the Project from commencement to final completion.

5.2 City will authorize, in writing, commencement of final design of the Project.

6. FINAL DESIGN

6.1 The final design shall include, but not be limited to, the bid documents, contract, drawings, and specifications, to fix and describe the size and character of the Project as to structure, materials, and such other elements as may be appropriate. The final design of the Project shall comply with all applicable laws, statutes, ordinances, codes, and regulations.

6.2 Developer shall notify and provide a copy to the City the preliminary design and the final design of the Project as soon as each is completed.

6.3 Notwithstanding the City's approval of the final design, Developer warrants that the final design will be sufficient and adequate to fulfill the purposes of the Project.

6.4 Developer, or its representative, shall provide the City with complete contract documents using the City's current pre-approved version of such documents provided by the City, sufficient to be advertised for bids by the City. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the final design of the Project, with the submission of the complete contract documents, and upon request of the City, Developer, or its representative, shall meet with City Staff and the City Council to present the final design. Developer, or its representative, shall provide an explanation of the final cost estimate based upon the best information available to Developer at the time.

6.5 The Developer shall ensure that the Engineer retained by Developer to design the Project will be available at no cost to the City during construction of the Project to perform Construction Administration services, including but not limited to, attendance of a pre-construction meeting, review of submittal data, interpretations and clarifications of the contract documents, development of change orders, review of payment applications, preparation of project completion punch lists, and certification that the project is complete and in general compliance with the construction plans and specifications.

6.6 Developer shall furnish the City three (3) sets of finally approved plans and specifications. It is hereby agreed that additional copies shall be provided to the City at the City's expense. Developer shall provide the City one (1) set of reproducible, drawings on compact disc

("CD") or digital versatile disc ("DVD") in PDF format that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by City to the Developer. Developer shall provide copies of documents, computer digital files, surveys, notes, and tracings used or prepared by Developer, its agents, design professionals, contractors or subcontractors after approval of and acceptance of design documents by the City. The foregoing documentation, the Developer's work product, and other information in the Developer's possession concerning the Project shall be the property of the City from the time of approval and acceptance of the Project.

7. INDEPENDENT CONTRACTOR

In all activities or services performed hereunder, Developer is an independent contractor and not an agent or employee of the City. It is understood and agreed that Developer may contract for engineering and other professional services in order to fulfill its obligations hereunder, and that this does not affect Developer's standing as an independent contractor with the City as set forth herein. As an independent contractor, Developer shall be responsible for the professional services and the final work product it is obligated to perform under this Agreement. Developer shall supply all materials, equipment, and labor required of it under this Agreement. Developer shall have ultimate control over the execution of the Project and the professional services performed pursuant thereto. Developer shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees, contractors or subcontractors, and the City shall have no control of or supervision over the employees of Developer or any of Developer's contractors or subcontractors.

8. WARRANTY, INDEMNIFICATION, & RELEASE

8.1 Developer warrants that the Project, the design work and all information provided by Developer or its representatives, employees, agents, consultants, or contractors reflects high professional and industry standards, procedures, and performances. Developer warrants the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of other services under this Agreement, pursuant to a high standard of performance in the profession. Developer warrants that Developer and its agents, employees, consultants, or contractors exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Agreement. Approval of the City shall not constitute or be deemed a release of the responsibility and liability of Developer, its employees, agents, contractors, subcontractors, design professionals, consultants or associates for the exercise of skill and diligence necessary to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by Developer, its employees, associates, agents, consultants, design professionals, contractors or subcontractors.

8.2 Developer shall promptly correct or cause to be promptly corrected defective designs or specifications furnished by Developer or its contractors, consultants, design professionals, subcontractors, agents or employees, at no cost to the City. The City's approval,

acceptance, use of any part of, Developer's services hereunder or of the Project itself shall in no way alter Developer's obligations or the City's rights hereunder. Developer further agrees to pay any damages incurred by the City if the construction project is delayed on account of deficient design work.

8.3 Developer agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Project and the work done by Developer, Developer's employees, agents, design professionals, contractors or subcontractors under this Agreement. This indemnity shall apply regardless of whether or not any such damage, loss, injury, sickness, or death is attributable to the negligence or fault of City. However, in the event of such contributory negligence or other fault of City, then City shall not be indemnified hereunder in the proportion that the City's negligence or other fault caused any such damage, loss, injury, sickness, or death. Both the City and the Developer expressly intend that the indemnity provided hereunder is indemnity by the Developer to indemnify and protect the City from the consequences of City's own negligence while the City is participating in the Project, except that the Developer will indemnify City only for that pro rata portion (based on the percent of negligence) of any such damage, loss, injury, sickness, or death that was not caused by the negligence of City. Furthermore, the indemnity provided for in this paragraph shall have no application to any damages, loss, injury, sickness, or death resulting from the sole negligence of City, unmixed with the fault of any other person or entity.

8.4 Developer releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of Developer or its employees and any loss of or damage to any property of Developer or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Project and Developer's work to be performed hereunder.

9. MISCELLANEOUS TERMS

9.1 This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

9.2 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City: City of College Station
Attn: Capital Projects Director
P.O. Box 9960
College Station, Texas 77842

Developer: Phi-Ton Investments L.P.
1401 Sebesta Rd.
College Station, Tx 77845-5527
Attn: Tony Jones

9.3 No waiver by either party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

9.4 This Agreement represents the entire and integrated Agreement between the City and the Developer with respect to the subject matter hereof, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by written instrument approved and executed by the parties.

9.5 This Agreement and all rights and obligations contained herein may not be assigned by the Developer without the prior written approval of the City.

9.6 The Developer, its agents, employees, contractors, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of College Station, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Developer must obtain all necessary permits and licenses required at its own costs in completing the work and providing the services required by this Agreement.

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

9.10 Time is of the essence in this Agreement.

9.11 Severability. If any of the terms and conditions hereof shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other of the terms and conditions hereof and the terms and conditions hereof shall thereafter be construed as if such invalid, illegal, or unenforceable terms and conditions had never been contained herein.

9.12 This Agreement may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.

9.13 This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that all of the parties to this Agreement have contributed substantially and materially to the preparation of this Agreement.

List of Exhibits:

- Exhibit A Description of the Project
- Exhibit B Cost estimate of Project and street assessment
- Exhibit C Dedicatory Instrument

**PHI-TON INVESTMENTS, L.P.,
a Texas Limited Partnership**

CITY OF COLLEGE STATION

By: DOVE CROSSING DEVELOPMENT, LLC
a Texas limited liability company
Its Sole General Partner

By: _____
Mayor
Date: _____

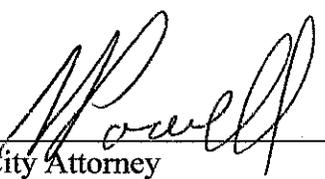
BY: 
ANTHONY L. JONES
Managing Member
Date: 5/9/08

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____



City Attorney
Date: _____

Chief Financial Officer
Date: _____

THE STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 9 day of May, 2008, by Anthony L. Jones as Managing Member of DOVE CROSSING DEVELOPMENT, LLC, a Texas limited liability company, Sole General Partner of PHI-TON INVESTMENTS, L.P., a Texas limited partnership on behalf of said PHI-TON INVESTMENTS, L.P., a Texas limited partnership..



Angela Nell Daugherty
NOTARY PUBLIC in and for the State of TEXAS

THE STATE OF TEXAS §

ACKNOWLEDGMENT

§

COUNTY OF BRAZOS §

This instrument was acknowledged before me on the _____ day of _____, 2008, by _____, in his capacity as **Mayor** of the **City of College Station**, a Texas home-rule municipality, on behalf of said municipality.

NOTARY PUBLIC in and for the State of TEXAS

Exhibit "A"

DESCRIPTION OF PROJECT
AND TIMELINE

Exhibit B

Estimated cost for the extension of Eagle Avenue.

Eagle Avenue is a minor collector. It will be a 38 foot wide pavement located within a 60 foot wide right of way. The length of the proposed section is approximately 1,800 feet.

The roadway cost estimate includes right of way, drainage, lighting, pavement, and sidewalks as well as mobilization, traffic control, permitting, signage and striping. In addition, a water line will be constructed adjacent to the roadway. About 1,400 linear feet of the water line will be 12" in diameter. About 400 feet will be 8" in diameter.

The estimated probable construction cost is \$ 800,000.

Approximate assessment value

Under State law (Transportation Code Chapter 313 Subchapter C) the City is allowed to assess adjacent properties for a portion of paving costs so long as the assessment does not exceed the enhanced value to the adjacent property.

The assessable portion of the construction costs is approximately \$550,000
The assessment per front foot would be approximately \$153
Frontage owned by Phi-Ton Investments is approximately 1,740 feet.

The estimated assessment value is \$266,220.

Exhibit "B"

COST ESTIMATE OF PROJECT
AND POTENTIAL STREET ASSESSMENT

Exhibit "C"

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

DEDICATION DEED

DATE: _____

GRANTOR: PHI-TON INVESTMENTS, L.P., a Texas Limited Partnership

GRANTOR'S MAILING ADDRESS: 1401 Sebesta Rd.
(including county) Brazos County
College Station, Texas 77845-5527
Attn: _____

GRANTEE: CITY OF COLLEGE STATION, TEXAS

GRANTEE'S MAILING ADDRESS: 1101 Texas Avenue
(including county) Brazos County
College Station, Texas 77840

CONSIDERATION: Dedication for the benefits that accrue to the general public and the citizens of the City of College Station, Texas

PROPERTY:

(legal description) and being more particularly described by metes and bounds in the attached Exhibit "A".

RESERVATIONS FROM AND

EXCEPTIONS TO CONVEYANCE AND WARRANTY: This dedication is subject to any and all validly existing liens and encumbrances of any kind lawfully in existence and of record as of the time of dedication.

GRANTOR waives all rights with respect to the surface and no owner of the mineral estate shall ever have rights of ingress or egress except as may have been reserved by GRANTOR under the reservations and exceptions expressly listed in this deed or its predecessors in title.

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GIVES and DEDICATES to GRANTEE the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE's successors and assigns forever. GRANTOR binds GRANTOR and GRANTOR's successors and assigns, to warrant and forever defend all and singular the property to GRANTEE and GRANTEE's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

PHI-TON INVESTMENTS, L.P.,
a Texas Limited Partnership

By: DOVE CROSSING DEVELOPMENT, LLC
a Texas limited liability company
Its Sole General Partner

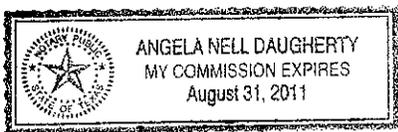
BY: _____
ANTHONY L. JONES, Managing Member

THE STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 9 day of May, 2008, by Anthony L. Jones as Managing Member of DOVE CROSSING DEVELOPMENT, LLC, a Texas limited liability company, Sole General Partner of PHI-TON INVESTMENTS, L.P., a Texas limited partnership on behalf of said PHI-TON INVESTMENTS, L.P., a Texas limited partnership..



Angela N. Daugherty
NOTARY PUBLIC in and for the State of TEXAS

PREPARED IN THE OFFICE OF:

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

AFTER RECORDING, RETURN TO:

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

May 22, 2008
Consent Agenda Item 2e
Signatory Authority for ERCOT

To: Glenn Brown, City Manager

From: David Massey, Director of Electric Utilities

Agenda Caption: Presentation, possible action, and discussion regarding a resolution authorizing the Director of Electric Utilities to be the signatory authority for all standard form agreement documents related to the Electric Reliability Council of Texas (ERCOT).

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

Summary: College Station is currently registered with ERCOT as a Load Serving Entity (LSE), Transmission Service Provider (TSP) and Distribution Service Provider (DSP). Because of these registrations, College Station is required by ERCOT to complete standard form agreements as ERCOT Protocols are revised. The documents are not negotiable and cannot be amended except through changes in ERCOT Protocols. Since timeliness is required, it is prudent to have an individual designated as the contact for ERCOT who is authorized to execute ERCOT standard form agreements on behalf of the City of College Station.

Budget & Financial Summary: N/A

Attachments:

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING THE DIRECTOR OF ELECTRIC UTILITIES TO BE THE SIGNATORY AUTHORITY FOR ALL STANDARD AGREEMENT DOCUMENTS RELATED TO THE ELECTRIC RELIABILITY COUNCIL OF TEXAS (ERCOT) FOR THE CITY OF COLLEGE STATION.

WHEREAS, The City of College Station is required by ERCOT to complete standard form agreements as ERCOT Protocols are revised; and

WHEREAS, the City of College Station is required by ERCOT to designate an individual authorized to bind the City of College Station; and

WHEREAS, the City of College Station is a Distribution Service Provider (DSP), Transmission Service Provider (TSP), and Load Serving Entity (LSE) as defined in the ERCOT Protocols; and

WHEREAS, all standard form agreements from ERCOT cannot be amended except through changes in the ERCOT Protocols; and

WHEREAS, ERCOT is the Independent Organization certified under §39.151 of the Texas Public Utility Regulatory Act for the ERCOT Region; now therefore,

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

PART 1: The matters set forth in the preamble are true and correct.

PART 2: The City Council of the City of College Station hereby authorizes the Director of Electric Utilities to execute standard form agreement documents with ERCOT on behalf of the City of College Station, Texas.

PART 3: This Resolution shall be effective immediately upon its adoption.

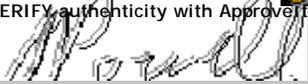
ADOPTED this the _____ day of _____, 2008.

ATTEST:

APPROVED:

City Secretary

MAYOR

E-Signed by Mary Ann Powell
VERIFY authenticity with ApproveIT


City Attorney

May 22, 2008
Consent Agenda Item 2f
Homebuyer Down-Payment Assistance Program (DAP) Guidelines

To: Glenn Brown, City Manager

From: David Gwin, Director of Economic and Community Development

Agenda Caption: Presentation, discussion, and possible action on revisions to the City's Homebuyer Down-Payment Assistance Program (DAP) Guidelines.

Recommendation(s): Staff recommends approval of the revised guidelines.

Summary: Staff is proposing the revised Down-Payment Assistance Program (DAP) Guidelines, which utilize HOME Investment Partnership Program grant funds to assist low to moderate income homebuyers with down payment and closing cost assistance. The proposed changes reflect direction provided by the City Council at their March 13, 2008 Workshop Meeting. Specifically, the changes incorporate the following:

- Provides that the DAP deferred loan is fully repayable to the extent proceeds are available from the sale of the property.
- The loan amount is a no interest (0%) loan and the homebuyer is only obligated to repay the face value of the loan to the extent that proceeds from the sale are available. In the event that there is not enough to cover the amount of the loan, the City will recapture 75% of the realized proceeds.
- Provides that the DAP deferred loan be fully repaid if the property is no longer owner-occupied.
- Increases the maximum assistance amount under the standard DAP from \$7,500 to \$10,000.
- Adds a provision for larger, five-plus member households to receive a maximum of \$14,999 in assistance.
- Addresses deferred student loans to include them in the debt ratio calculation as if the homebuyer was already in repayment status.
- Includes mortgage insurance as an allowable closing cost.
- Clarifies Mortgage Credit Certificate tax credits will not be included in debt ratios.
- Clarified credit disqualification language.
- Included Electronic Funds Transfers in the funding process.
- Provides for and establishes a \$20 non-refundable application fee to cover the costs of the applicant's credit report.

Budget & Financial Summary: Federal HOME Investment Partnership Grant (HOME) funds are used to provide homebuyer down payment assistance to eligible applicants. The proposed guideline revisions will strengthen the City's overall position in regards to the long-term sustainability of the program.

Attachment:

Revised Down-Payment Assistance Program (DAP) Guidelines

CITY OF COLLEGE STATION
DOWN-PAYMENT ASSISTANCE PROGRAM

PROGRAM GUIDELINES

Unless herein stated otherwise, the general operating procedures contained in 24 CFR Part 92 (Home Investment Partnerships Program) will be followed.

A. STATEMENT OF PURPOSE & PROGRAM OVERVIEW

The City of College Station Down-Payment Assistance Program (DAP) is funded through the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funds. Additionally, the City may utilize other local, state, or federal resources that become available.

DAP is designed to assist income-eligible homebuyers with the purchase of affordable single family residential properties located within the City of College Station for owner-occupied, homestead use only. DAP financial assistance shall be limited to providing qualified applicants with down payment/principal reduction and/or closing cost assistance under the provisions of 92 CFR § 92.254 qualification as affordable housing: homeownership. This may be accomplished in part by developing, with City Council approval, affordable single-family units to be made available to program eligible families.

The basic goals of the Down-Payment Assistance Program are:

- To provide homeownership opportunities for low income individuals and families
- To expand the supply of decent housing available to low-income homebuyers.
- To provide homeowner training and homebuyer counseling activities to low-income homebuyers.

DAP financial assistance shall be provided using deferred loans which, to the extent proceeds are available from the transaction, are fully repayable upon sale of the property. This assistance is combined with conventional permanent financing offered by private sector lenders (i.e., banks, thrifts, or mortgage corporations). Seller/owner financing is not permitted, except for applicants applying under the Habitat for Humanity homebuyer program. DAP will provide a maximum of \$10,000, not to exceed 10% of the sales price, for one to four-person households, or a maximum of \$14,999, not to exceed 20% of the sales price for five (5) person or larger households, provided that the amount of assistance does not decrease the debt/income ratio for Principal, Interest, Taxes, and Insurance (PITI) below 20% of gross monthly income or increase the amount of assistance beyond the maximum 221(d)(3) limit as published by HUD for qualified applicants purchasing eligible properties in the City of College Station. For all applicants purchasing properties developed by the City's Department of Economic and Community Development or Community Housing Development Organizations (CHDOs), the maximum amount of DAP assistance will be 20% of the sales price, not to exceed \$14,999, provided that the amount of

assistance does not decrease the debt/income ratio for PITI below 20% of gross monthly income. The maximum purchase price shall not exceed the maximum published FHA mortgage limit (203b limit).

DAP assistance will require a lien by the City of College Station. DAP homebuyers must contribute a minimum of 1.5% of the sales price to the purchase of properties, except for applicants applying under the Habitat for Humanity homebuyer program. At the discretion of the Economic and Community Development Department Director, this requirement may be waived.

Participating lenders must provide escrow services to buyers for insurance and tax payment purposes. The City will not participate in purchases where the mortgage lender's interest rate exceeds the local average mortgage rate by more than one and one-half additional percentage points. Additionally, lender mortgages of less than fifteen (15) years will not be eligible for participation in the DAP Program.

B. HOMEBUYER ELIGIBILITY CRITERIA

Eligible applicants of DAP financial assistance must meet the following qualifications:

1. An applicant must have a gross income of less than eighty (80) percent of the Bryan/College Station area median income as established by HUD. Income will be determined by the provisions of 24 CFR § 92.203 (Income determinations) and 24 CFR § 5.609 (Annual income). Applicants will not be eligible for DAP assistance if, upon application, they have assets exceeding \$20,000 on hand. Retirement funds in IRS recognized retirement accounts are excluded.
2. Participants will be required to certify at the time they acquire an ownership interest in the unit that they intend to occupy the unit as their principal residence. Occupancy will be determined through verification of utility consumption, and other verifications determined to be acceptable by the City, on an annual basis.
3. Credit and Employment Standards
 - a. Qualified applicants will have an average FICO credit score of no less than 600, with no bankruptcies, foreclosures, student loan delinquencies, income tax delinquencies, child support delinquencies or repossessions within the previous two (2) years. This provision does not apply to applicants applying under the Habitat for Humanity homebuyer program. The Economic and Community Development Department Director may waive this requirement if necessary to accomplish other City or program objectives, or upon significant demonstration of extraordinary circumstances.
 - b. Applicants must have an employment history in the same job, or in the case of professional, salaried employees (as defined in 29 CFR § 541 meeting any of the requirements in Subparts B, C, D, E, or F), in the same field of employment, for a minimum of six (6) months.

- c. Student loans which are currently deferred at the time of application will be included in the debt ratio calculation as if in repayment status.
4. Citizenship: In order to receive DAP assistance, applicants must be United States Citizens, U.S. Non-Citizen Nationals, or Qualified Aliens as defined by Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. Qualified Alien status will be verified by the U.S. Citizenship and Immigration Services Division of the Department of Homeland Security.

C. ELIGIBLE PROPERTY CRITERIA

Property eligible for purchase under DAP is subject to the requirements of 24 CFR § 92.254 (Qualification as affordable housing: homeownership) and as follows:

1. The DAP will be implemented on a city-wide basis within the city limits of the City of College Station.
2. All single-family property, located within the above mentioned boundaries. The definition of "single-family" property includes individually owned townhouse units, homeplexes and condominium units, but excludes mobile homes, duplexes and quadraplexes.
3. Only property that is debt-free and has an otherwise clear title on the date it is acquired by an applicant is eligible.
4. All eligible DAP properties shall not exceed 95 percent of the maximum amount insurable under Section 203(b) of the National Housing Act (FHA lending limit) for the Bryan/College Station area.
5. Eligible properties must not be tenant-occupied on the date of the execution of the Earnest Money or Sales Contract, unless the occupant is the buyer.
6. Properties constructed prior to 1978 must have passed a lead-based paint risk assessment by a State of Texas-licensed Lead Risk Assessor.

D. LOAN INSTRUMENTS

DAP shall use two (2) basic loan instruments (promissory note and deed-of-trust) to provide financial assistance to eligible applicants and to comply with the provisions of 24 CFR § 92.254(a)(5)(ii)(A) (Recapture, Net Proceeds). The intention of the DAP loan instrument is to provide supplemental financial assistance when combined with permanent financing.

Affordability shall be determined, except in the case of purchases through the Habitat for Humanity homebuyer program, by ensuring the total PITI (principal, interest, taxes, and insurance) payment (front ratio) is not less than 20% but not more than 35% of the monthly income of the eligible DAP homebuyer. With lender approval, the upper percentage may be slightly exceeded under extenuating circumstances that demonstrate the buyer's ability to handle higher payments. The

maximum total debt-to-income ratio (back ratio) is 45% (participating lenders may require a lower percentage). The City of College Station shall not participate in loan packages that have mortgages that are not fully amortizing ("balloon" mortgage) or contain negative amortization. Mortgage interest rates must be fixed for the full loan term. Interest rate buy-downs are not permitted. A maximum of 30% of the program assistance may be used for closing costs, except prepaid taxes or mortgage insurance. The remaining 70% must be applied directly to the down payment. Any Mortgage Credit Certificate Tax Credits claimed by the applicant will not be included in the debt ratio calculation.

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

Deferred Loan

Affordability Period: 5 years

Amount:

1 – 4 person households:	10% or \$10,000 maximum
5 + person households:	10% or \$14,999 maximum
City or CHDO properties:	10% or \$14,999 maximum

Repayment Due:

100% upon sale (to the extent proceeds available)

Lien holder Position: Second

Refinancing: Allowed for payment, term, or interest rate reduction. No cash-out refinance allowed.

Owner Occupancy Required: On the date the homebuyer ceases occupying the property as a primary residence (i.e., rental, gift, death, abandonment), the deferred loan will become due and payable to the City (except for deployed military personnel.)

Except in the case of purchases under the Habitat for Humanity homebuyer program, the City shall have the prior right to purchase the ownership interest in the property from the initial DAP homeowner for the amount specified in a firm contract between the homeowner and the prospective buyer. The City shall have 10 business days after receiving notice of the firm contract to decide whether to exercise its right and 60 additional calendar days to complete closing of the property.

Military Deployment - In the event that the homebuyer is deployed on active duty, the homebuyer may, at their discretion, rent the home during the time of deployment to an income-eligible applicant if the homebuyer's monthly mortgage payment will exceed 30% of gross monthly income after deployment. The maximum rent will be determined by published maximum HUD rents for the

area. The City of College Station Department of Economic and Community Development will verify income eligibility of the rental applicant and will file a copy of the deployment orders in the homebuyer's client file. If the home is rented to an income-eligible applicant, or is occupied by the homebuyer's dependents, the DAP loan will continue to be deferred.

E. HOUSING QUALITY PLAN

1. Economic and Community Development Departmental staff, who are experienced in conducting inspections of housing units for health and safety standards will complete inspections of all proposed units for conditions posing a health or safety threat to occupants prior to approval of the unit for transfer to the homebuyer.
2. All DAP funded properties must meet all requirements under 24 CFR § 92.251(a) (Property standards) prior to closing.
3. Subject properties will be reviewed with regards to environmental issues as required by federal guidelines in 24 CFR § 92.352 (Environmental review) Properties not eligible for federal assistance due to environmental hazards will be ineligible for this program.

F. DAP HOMEBUYER AND HOMEOWNER COUNSELING PROGRAM

The Homebuyer and Homeowner Counseling Program will provide a full range of services, advice, and assistance to potential homebuyers to assist them in meeting the responsibilities of home ownership.

1. An Intake Interview will be conducted between the counselor and the prospective homebuyer once the application has been completed and reviewed by the counselor. The counselor will obtain and document sufficient information on the nature of the applicant's housing needs to determine the applicability of housing counseling, the type of assistance needed, and to establish a case action plan.
2. The counseling session will cover housing selection, Fair Housing laws, purchase procedures, real estate and mortgage terminology, types of financing and assistance programs, and the rights and responsibilities of homeowners.
3. The counseling session will also provide training to enhance home management skills, including money management, comparative shopping, use of credit, debt management and homeowner's insurance and property taxes. A review of the homebuyer's income and expenses and the development of a budget will be covered.
4. The counseling session will provide instruction/information on property care and maintenance, simple home repairs, and housing codes and enforcement procedures.
5. Information regarding reducing energy waste, developing an energy conservation lifestyle, energy audits, tax credit information, low cost weatherizing instructions, product fraud prevention, and safety information will also be provided.

6. Post-Occupancy Counseling will be offered upon request to the homebuyer after the purchase of the home. This counseling will also be available to assist in resolving problems between the mortgagee and the home buyer and will provide appropriate referrals to other agencies, as needed.

G. APPLICATION PROCESS

Persons having previously completed homebuyer assistance evaluations and counseling with staff will be given priority. Interested applicants will be given application and verification forms and instructions for completion. Staff will be available to assist with completion of required forms.

1. Once an applicant meets all program requirements, to include applying for and receiving approval for permanent mortgage financing, an Electronic Funds Transfer (E.F.T.) or check will be requested for the appropriate program assistance. Program documents will be prepared and forwarded to the appropriate title company. Upon Closing, DAP funds will be made available to the selected title company. The E.F.T. or check will be made out to the title company for the benefit of the applicant/buyer.
2. All program requirements having been met, eligible applicants will be prioritized according to date and time of intake interview and pre-purchase session. Assistance will continue until all funds are depleted or the program is terminated. In the event of a funding shortage, families with dependent children will receive priority. Families with dependent children will also receive priority for properties developed and owned by the City.
3. Previous recipients of Economic and Community Development housing program assistance (ORP, Rehab, TBRA, etc.) must be approved by the Economic and Community Development Department Director prior to receiving DAP assistance. Previous DAP recipients are not eligible for additional DAP assistance, except upon approval of the Economic and Community Development Department Director.
4. Applicants falsifying information will be disqualified from participating in the program and may be subject to criminal prosecution.
5. Applicants denied for DAP can reapply no earlier than six (6) months from the date of original application.
6. A non-refundable fee of \$20 shall be due upon receipt of the application or pre-application. This fee is meant to primarily cover the cost of the prospective client's credit report.

H. ANTI-DISPLACEMENT POLICY STATEMENT

1. The City shall not engage or participate in any activities that influence the permanent and/or involuntary relocation or displacement of any low-income family due to the DAP pursuant to the provisions of 24 CFR§ 92.353 Displacement, Relocation, and Acquisition.

2. It is not anticipated that it would be necessary to relocate any families. However, the City will follow the relocation procedures as set forth in its adopted Anti-Displacement Policy if the need does arise.

I. EQUAL OPPORTUNITY STATEMENT

The City of College Station is committed to providing equal opportunity for minority- or women-owned businesses to compete and obtain contracts for City sponsored projects, and will comply with the provisions of 24 CFR § 92.350 (Other Federal requirements and nondiscrimination) and 24 CFR § 92.351 (Affirmative marketing; minority outreach program).

J. FAIR HOUSING POLICY STATEMENT

The City of College Station adopted a Fair Housing Ordinance in 1979, which prohibits discrimination in the sale or rental of housing, and discrimination in the provision of brokerage services. The ordinance also outlines the City's procedures regarding complaints, investigation, cumulative legal effect, unlawful intimidation, education and public information and penalty. The City is not under any court order or decree regarding Fair Housing. Relevant policies and codes have been examined and no exclusionary zoning codes were evident. The City of College Station does not have a rental control ordinance. The City of College Station will comply with the provisions of 24 CFR § 92.351 (Affirmative marketing; minority outreach program).

Information regarding the DAP will be made available to the public through the use of a variety of public media, to include: meetings, the City's website and ads in the classified section of the newspapers. Press releases may be given to the local media. Information and applications will be made available to local agencies that deal with low to moderate income people. Economic and Community Development staff will be available to speak to organizations or groups of interested individuals. Other methods of program information outreach may be utilized, including utility bill inserts, direct mailing, television advertising, and applications and program information will also be available on various City-specific media.

In addition, the City of College Station will seek technical assistance from the appropriate HUD staff in order to ensure that all Fair Housing requirements and standards are upheld and ultimately furthered.

May 22, 2008
Consent Agenda Item 2g
Interlocal Agreement for On-Line Bidding

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, discussion and possible action on an Interlocal Agreement between the City of College Station and City of Bryan for On-Line Bidding Services.

Recommendation(s): Staff recommends approval of the Interlocal Agreement.

Summary: In February, 2004, the City of College Station launched the on-line bidding system as part of the new website unveiling. This online bidding system was designed to allow other agencies in the area to use the system for centralized vendor maintenance and centralized e-procurement functions. It includes automatic notification to registered vendors for bid postings, addendums, bid tabulations and bid awards.

Budget & Financial Summary: The City of College Station has already paid for the system design and implementation. However, the Interlocal Agreement allows for the creation of a "Users Group" consisting of all participating agencies to share in the cost of mutually agreed upon enhancements to the system. There is no financial impact to allow City of Bryan to participate in our On Line Bidding System at this time.

Attachments: Interlocal Agreement with City of Bryan for On Line Bidding

Interlocal Agreement For On-Line Bidding

This interlocal agreement ("Agreement") is by and between the City of College Station, Texas and the City of Bryan(the "User") each acting by and through its Governing Body. The City of College Station and the City of Bryan may be referred to herein as the "Parties").

WHEREAS, Chapter 791 of the Texas Government Code authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services;

WHEREAS, Chapter 252.0415 of the Texas Local Government Code, allows a municipality to receive bids or proposals through electronic transmission if the governing body of the municipality has adopted rules to ensure the identification, security, and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain effectively unopened until the proper time;

WHEREAS, the City of College Station City Council has approved Ordinance 2635 (attached as Exhibit A) adopting policy rules and procedures to ensure the identification, security, and confidentiality of electronic bidding and reverse auctions.

WHEREAS, the Parties desire to enter into this Agreement for the purpose of sharing a common vendor database, sharing a common location for vendors to find opportunities for bids, proposals, and receive bids/proposals electronically;

WHEREAS, the City of College Station is a Home-Rule Municipal Corporation organized under the laws of Texas and is authorized to enter into this Agreement pursuant to ARTICLE II, SECTION 5 OF ITS CITY CHARTER;

WHEREAS, The Parties represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of the Parties that said governments do enter into a mutually satisfactory agreement for the shared and common posting for bids, proposals, and other purchasing activity, including the receipt of electronic bids;

WHEREAS, the Parties are of the opinion that cooperation in the shared and common postings for bids, proposals, and other purchasing activity including the receipt of electronic bids will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized.

NOW THEREFORE, the Parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

TERMS

1. The City of College Station will be responsible for hosting and maintaining an on-line bidding system which will be able to:
 - Register interested bidders
 - Distribute bid and proposal documents electronically
 - Notify vendors automatically
 - Receive electronic bids/proposals using the Advanced Encryption Standard (AES) to ensure that the electronic bids or proposals remain effectively unopened until the proper time
 - Tabulate and publish bid results
 - Post Notice of Award
2. City of College Station will conduct regular backups of the information maintained on the site and will provide backup tapes as requested by the City of Bryan.
3. The Parties agree to form an On-Line Bidding System User Group consisting of the purchasing manager, or their designee, for each party. The purpose of the User Group will be to: review requests from any party for enhancements to the On-Line Bidding System; prioritize and make recommendations regarding the requests for enhancements. The City of College Station will consider the recommendations of the User Group and shall have final approval authority for any recommended enhancement; provided, however, that such approval will not be unreasonably withheld. Notice of any recommended enhancements and the proposed cost of the recommended enhancement shall be provided, in writing, to the City of Bryan no later than 45 days prior to the proposed implementation of the recommended enhancement.
4. Any costs for approved enhancements shall be paid by the participating parties in a manner and in an amount agreed to by all the parties.
5. The Parties agree that funds used to perform the functions contemplated by this agreement shall be available from current revenues.
6. Other parties may participate as users of the On-Line Bidding System upon the execution of this Agreement by the joining party.
7. Each party shall ensure that all applicable laws and ordinances have been satisfied.
8. **Effective Date and Term.** This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect until September 30, 2011. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renewals. Notwithstanding this provision, any party may modify or terminate this Agreement as provided in Paragraph(s) 9 or 10.
9. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated approval of each

governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.

10. **Termination.** This Agreement may be terminated at any time by any party without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 13 herein.
11. **Hold Harmless.** The Parties agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.
12. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
13. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

City of College Station:	Fiscal Services - Purchasing Divison City of College Station 1101 Texas Ave. P.O. Box 9960 College Station, Texas 77842
City of Bryan:	Fiscal Services – Purchasing Department City of Bryan PO Box 1000 Bryan, TX 77803
14. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the Parties relating to the subject matter. Nor oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
15. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
16. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
17. **Place of Performance.** Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.
18. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has

been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.

19. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
20. **Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
21. **Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.
22. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

CITY OF COLLEGE STATION

BY: _____
Ben White, Mayor

DATE:

ATTEST:

Connie Hooks, City Secretary

APPROVED:

Glenn Brown, City Manager
Carla A Robinson
City Attorney

Jeff Kersten, Chief Financial Officer

CITY OF BRYAN

BY: *D. Mark Conlee*
D. Mark Conlee, Mayor

DATE:
4-10-08

ATTEST:
Mary Lynne Stratta
Mary Lynne Stratta, City Secretary

David Watkins
David Watkins, City Manager

Janis Hampton
Janis Hampton, City Attorney

Charles Cryan
Charles Cryan, Director of Finance

**May 22, 2008
Consent Agenda 2h
Annual Water Meters**

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Presentation, discussion and possible action on the renewal agreement with Badger Meter, Inc. for the annual purchase of water meters to be maintained in inventory, Bid No. 07-74, for an annual expenditure of \$131,880.00.

Recommendation(s): Staff recommends approval of the renewal agreement with Badger Meter, Inc. for an annual expenditure of \$131,880.00.

Summary: These purchases will be made as needed during the term of the agreement. The water meters are maintained in Water Inventory in an inventory account and expensed as necessary during the agreement period.

Budget & Financial Summary: The original contract was awarded by Council in May 2007. This is the first renewal term, June 1, 2008 – May 31, 2009. The bid provides for up to a 5% increase for renewals. This renewal includes a proposed increase of 5% over the original contract amount. Staff feels that the increase would be higher than 5% if this item were re-bid. Even with the proposed 5% increase, the total expenditure is still lower than the other bids received in 2007. Funds are budgeted and available in the Water Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

Attachments:

- 1 Renewal letter

RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew bid No. 07-74 for water meters in accordance with all terms and conditions previously agreed to and accepted including a proposed 5% across the board increase due to increased material and delivery costs for fuel.

I understand this renewal term will be for a one year period beginning June 1, 2008 through May 31, 2009 and with the 5% (Five percent) increase, the new total amount of the contract is \$131,880.00 (One hundred thirty one thousand eight hundred eighty and no/100 dollars).

BADGER METER, INC.

Pamela G. Stokke-Ceci
AUTHORIZED REPRESENTATIVE
Pamela G. Stokke-Ceci, Assistant Secretary

May 2, 2008

DATE

CITY OF COLLEGE STATION

Mayor

DATE

ATTEST:

City Secretary

DATE

APPROVED:

City Manager

DATE

Paul

City Attorney

DATE

Chief Financial Officer

DATE

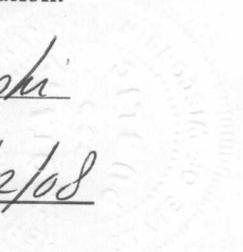
STATE OF WISCONSIN
COUNTY OF MILWAUKEE

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged on the 2nd day of May, 2008,
by Pamela G. Stokke-Ceci in his/her capacity as Assistant Secretary of
BADGER METER, INC., a Wisconsin Corporation, on behalf of said corporation.

Heusa M. Skanski
Notary Public in and for the
State of Wisconsin

My Commission Expires: 11/2/08



STATE OF TEXAS
COUNTY OF BRAZOS

ACKNOWLEDGMENT

This instrument was acknowledged on the _____ day of _____, 2008,
by _____, in the capacity as Mayor of the City of College Station, a
Texas home-rule municipality, on behalf of said municipality.

Notary Public in and for the
State of Texas

May 22, 2008
Consent Agenda Item 2i
4401 Spring Branch Court License to Encroach

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action, and discussion approving a resolution authorizing a License Agreement with MATTHEW MOORE pertaining to the encroachment of a portion of a structure located at Lot 20, Block 1, Spring Meadows Phase 2 Subdivision, College Station, Texas, according to the plat recorded in Volume 5838, Page 177 of the Official Records of Brazos County, Texas, into easement area.

Recommendation(s): Staff recommends approval of the resolution approving the license to encroach at 4401 Spring Branch Court.

Summary: A corner of the house built at 4421 Woodland Ridge extends approximately 2.0 feet into a 20 foot wide public utility and drainage easement on the lot. The encroachment does not conflict with any of the utilities in the easement. Consent has been granted by all franchised utilities for the encroachment. Approval of the resolution will cure this defect in the title to the property.

Budget & Financial Summary: N/A

Attachments:

1. Exhibit 1 - Vicinity Map
2. Exhibit 2 - Resolution
3. Exhibit 3 - Resolution Exhibit "A" (License Agreement)
4. Exhibit 4 – Resolution Exhibit "B" (Survey)
5. Exhibit 5 - Application

RESOLUTION NO. _____

A RESOLUTION MAKING CERTAIN FINDINGS OF FACT AND AUTHORIZING THE MAYOR OF THE CITY OF COLLEGE STATION TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND APPLICANT, MATTHEW MOORE, PERTAINING TO THE ENCROACHMENT OF A STRUCTURE LOCATED AT LOT 20, BLOCK 1, SPRING MEADOWS PHASE 2 SUBDIVISION, MORE COMMONLY KNOWN AS 4401 SPRING BRANCH COURT, INTO THE EASEMENT.

WHEREAS, the City of College Station, has received an application for a license to encroach into a public utility easement and drainage easement;

WHEREAS, the City of College Station has enacted Ordinance No. 1645 regulating, controlling and governing encroachments;

WHEREAS, in order for a license to be granted by the City Council of the City of College Station, the Council must make certain findings of facts;

WHEREAS, after hearing the application of MATTHEW MOORE to encroach into the easement, the City Council of the City of College Station, finds the following facts:

1. That there are no utilities which would be interfered with by the utilization of the property in its present status.
2. That there are no utilities which would interfere with the utilization of the property in its present status.
3. That the structure intrudes into the easement to such a degree that it is not economically feasible to remove the part of the structure within the easement.
4. That the land use in the neighborhood appears to be stable and the use to which this property is being put is not likely to change within the foreseeable future and is similar to the use to that of the neighborhood;

WHEREAS, the applicant agrees to accept the terms of the License Agreement as presented to him; now, therefore,

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

I.

That the City Council after hearing the application and finding the specific facts as stated above now concludes and finds that:

1. It is not economically feasible to remove the part of the structure within the easement area does constitute special circumstances and conditions affecting the property which if not take into consideration would deprive the applicant of the reasonable use of his property.
2. The fact that the land use is not likely to change within the foreseeable future and that it is not economically feasible to remove the part of the structure within the easement does provide a basis for granting the license necessary for the preservation and enjoyment of the substantial property right of the applicant.

- 3. The fact that the use of the easement area by the property owner does not interfere with the utilities or access to the utilities and is not detrimental to the public health, safety or welfare or injurious to the property in the area; and

II.

That the Mayor is hereby authorized to execute on behalf of the City of College Station a License Agreement with MATTHEW MOORE pertaining to the encroachment of a portion of a structure located at Lot 20, Block 1, Spring Meadows Phase 2 Subdivision, more commonly known as 4401 Spring Branch Court, into the easement area. The terms of said License Agreement are as set forth in the form which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes.

III.

That this Resolution shall become effective immediately upon adoption.

PASSED and APPROVED this _____ day of _____, 2008.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

LICENSE AGREEMENT

THE STATE OF TEXAS *
 * **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF BRAZOS *

That the City of College Station (hereinafter referred to as "LICENSOR"), acting through the undersigned official who is so empowered by resolution of the City Council to so act in consideration of the agreement made herein by MATTHEW MOORE (hereinafter referred to as "LICENSEE"), owner of Lot 20, Block 1, Spring Meadows Phase 2 Subdivision, College Station, Texas, according to the plat recorded in Volume 5838, Page 177 of the Official Records of Brazos County, Texas, hereby grants a license to the said LICENSEE to permit a portion of a structure located on a portion of Lot 20, Block 1, Spring Meadows Phase 2 Subdivision, College Station, Texas, to encroach upon the easement, as shown on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, owned and occupied by the City of College Station, Brazos County, Texas, but such improvements shall be at all times under and not in contact with any electric, water, sewer, or other utility, or equipment, or interfere in any way with such utility, including any drainage structures which are servicing the improvements and other property, and subject to the following terms and conditions:

Neither the granting of the license, nor any related permit, constitutes an abandonment by LICENSOR of its property, easement or easements, or any other rights in and to the above-described property. LICENSEE expressly stipulating and agreeing by LICENSEE's acceptance of this license that LICENSEE neither asserts nor claims any interest or right of any type or nature whatsoever, legal, equitable or otherwise in or to LICENSOR's property.

LICENSEE hereby expressly covenants, stipulates and agrees, without limitation, to indemnify and defend the LICENSOR and hold it harmless from any and all liability, claim, cause of action, and cost, including attorneys' fee, and including any acts or omissions of the LICENSOR, its officers, agents, and employees, which may grow out of or be attributable to the granting by the LICENSOR of said license and any supplemental license which may hereafter be issued in connection herewith including any inspections which may be conducted in connection with or pursuant to said license or any supplemental license.

LICENSEE, at its own expense, shall restore or cause to be restored the subject property to as good a condition as existed prior to construction of the improvements which are the subject of this License Agreement. LICENSEE shall pay all costs of relocation of any public utilities or facilities that may be incurred as a result of the proposed construction or actual construction.

LICENSEE agrees to comply with all laws and ordinances in the construction and maintenance of said improvements.

LICENSOR retains the right, but not the obligation, to enter upon the land to which this license applies and at LICENSEE's expense to remove any structure or improvements or alterations thereon upon the determination by LICENSOR that such removal is necessary for exercising LICENSOR's rights or duties in regard to said easement, or for protecting persons or property, or public interest in regard to said easement.

This license, until its expiration or revocation, shall run with the title to the above-described real property, and the terms and conditions hereof shall be binding upon subsequent owners or holders thereof. LICENSEE shall cause any immediate successors in interest to have factual notice of this License Agreement.

This license shall expire automatically upon removal of the improvements located upon the property pursuant to this license, and shall expire as to any portion of said improvements upon the removal, whether or not all of the proposed improvements are removed.

This license is revocable by the LICENSOR upon the occurrence of any of the following conditions or events:

- A. LICENSEE or its successors or assigns have failed to comply with the terms of the granting of the license; or
- B. The improvements located thereon or any portion of them interfere with the rights of the LICENSOR or the public in or to LICENSOR's property; or
- C. The use of the licensed area becomes necessary for a public purpose; or
- D. Said improvements or a portion of them constitute a danger to the public which is not remediable by maintenance or alteration of the said improvements; or

- E. Said improvements or a portion of them have expanded beyond the scope of the license; or
- F. Maintenance or alteration necessary to alleviate danger to the public has not been made within a reasonable time after the dangerous condition has arisen.

This license shall be effective upon the acceptance of the terms hereof by the LICENSEE, as indicated by the signature of LICENSEE.

The license shall be filed of record in the Official Records of the County Clerk of the Brazos County Courthouse.

APPROVED this the _____ day of _____, 200__.

APPROVED:

MATTHEW MOORE ,
LICENSEE

APPROVED:

CITY OF COLLEGE STATION,
LICENSOR

BY: _____
MATTHEW MOORE

BY: _____
Mayor

ATTEST:

City Secretary

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 200__, by _____, as Mayor of the City of College Station, a Texas Municipal Corporation, on behalf of said Corporation.

Notary Public in and for
the State of T E X A S

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 200__, by _____ as _____ of _____, on behalf of said _____.

Notary Public in and for the State of Texas

Field Notes
4401 Spring Branch Court
Encroachment Upon a Public
Utility Easement and Drainage Easement

All of that certain portion of a 20' wide public utility and drainage easement for license to encroach upon, lying within Lot 20, Block One, Spring Meadows Subdivision, Phase II, City of College Station, Brazos County, Texas, according to the plat thereof recorded in Volume 5838, Page 177, Official Records of said county and being further described as follows;

COMMENCING at a found 1/2" rebar with plastic cap stamped R.P.L.S. No. 5676 for the most southerly corner of Lots 19 and 20, from which a found 1/2" rebar, for the most northerly corner of said Lots 19 and 20, bears N 05°56'38"W for the basis of bearings of this survey, a distance of 118.51' as cited per said plat;

THENCE along the northerly right-of-way line of 50' wide Spring Branch Court, a curve concave southerly having a radius of 50', an arc length of 6.47', a central angle of 7°24'51", chord bears S 89°22'49"E a chord distance of 6.47' to a point;

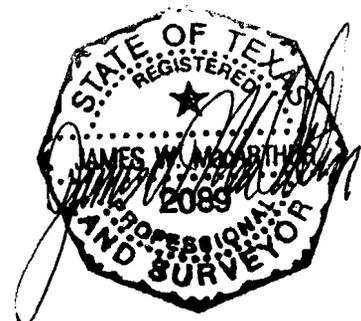
THENCE along a bearing radial to said curve N 04°19'55"E, a distance of 20.00' to the intersection of the 20' wide public utility easement and drainage easement lying adjacent to Spring Branch Court with the easterly line of the 20' wide public utility and drainage easement centered on the common line of said lots 19 and 20 for the POINT OF BEGINNING of said encroachment area;

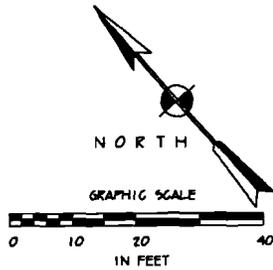
THENCE N 05°56'38"W along the easterly line of said easement, a distance of 14.41' to a point;

THENCE S 84°03'22"W, a distance of 2.50' to a point;

THENCE S 05°56'38"E, a distance of 14.00' to a point;

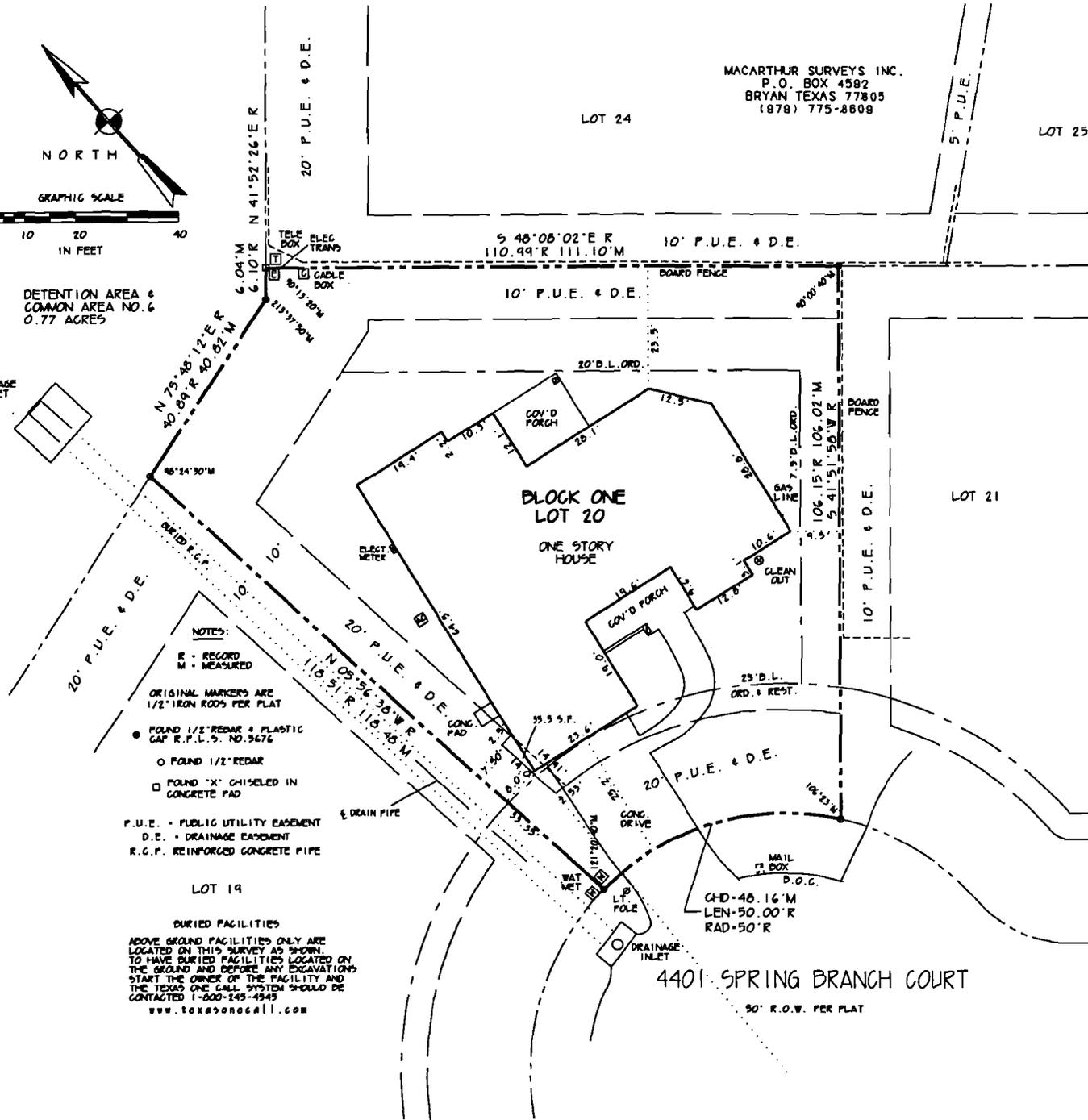
THENCE along a curve concave southerly having a radius of 70' an arc length of 2.53', a central angle of 02°04'15", chord bears S 86°37'49"E, a chord distance of 2.53' to the POINT OF BEGINNING and containing 35.5 square feet more or less.





DETENTION AREA &
COMMON AREA NO. 6
0.77 ACRES

DRAINAGE
OUTLET



MACARTHUR SURVEYS INC.
P. O. BOX 4582
BRYAN TEXAS 77805
(879) 775-8808

LOT 24

LOT 25

S 48°08'02"E R
110.49'R 111.10'M

10' P.U.E. & D.E.

BLOCK ONE
LOT 20
ONE STORY HOUSE

LOT 21

NOTES:

- R - RECORD
- M - MEASURED
- ORIGINAL MARKERS ARE 1/2" IRON RODS PER PLAT
- FOUND 1/2" REBAR & PLASTIC CAP R.P.L.S. NO. 3676
- FOUND 1/2" REBAR
- FOUND "X" CHISELED IN CONCRETE PAD
- P.U.E. - PUBLIC UTILITY EASEMENT
- D.E. - DRAINAGE EASEMENT
- R.C.P. - REINFORCED CONCRETE PIPE

LOT 19

BURIED FACILITIES
ABOVE GROUND FACILITIES ONLY ARE LOCATED ON THIS SURVEY AS SHOWN. TO HAVE BURIED FACILITIES LOCATED ON THE GROUND AND BEFORE ANY EXCAVATIONS START THE OWNER OF THE FACILITY AND THE TEXAS ONE CALL SYSTEM SHOULD BE CONTACTED 1-800-345-4343
www.texasonecall.com

4401 SPRING BRANCH COURT

50' R.O.W. PER PLAT

**APPLICATION FOR
A LICENSE TO ENCROACH**

Date:04/8/2008

Location of public utility easement to be encroached upon: Eastern most portion of the 20' P.U.E & D.E.

Property Owner's Name & Address: Matthew Moore

Property Owner's Phone Number: 979-412-3499

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

The undersigned hereby makes application for a License to Encroach the above public utility easement 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 License to Encroach.
2. Attached, marked Exhibit No. 1, are two sealed copies of the metes and bounds description of that portion of the public utility easement sought to be encroached upon, prepared by a Registered Public Surveyor.
3. Attached, marked Exhibit No. 2, are two copies of a plat or detailed sketch of the public utility easement sought to be encroached upon 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 public utility 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 License to Encroach.
5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the License to Encroach.
6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

7. A License to Encroach the public utility easement should be granted because:

1. There is sufficient space to work or service the buried reinforced concrete pipe and other utilities. 2. There will be no additional phases in the subdivision in which additional services will be required 3. The residence is completed and does not prevent any clear obstruction to prevent servicing of other customers 4. The property location at the end of the cul de sac does not affect the view or vista of the adjoining neighbors.

8. Such public utility easement has been and is being used as follows:

As a drainage easement for buried reinforced concrete pipe, telephone, cable, gas services are installed at this time for this residence.

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

Applicant's Signature: Matthew Moore

Applicant's Name: Matthew Moore

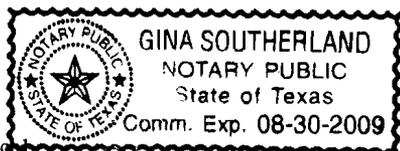
Applicant's Address: 4401 Spring Branch Ct

Applicant's Phone Number: 979 412 3499

STATE OF TEXAS)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

Subscribed and sworn to before me, a Notary Public, this 14th day of April, 2008, by Matthew Moore.



Gina Southerland

Notary Public in and for
the State of Texas

Application for License to
Encroach a Public Utility Easement

Located: 4401 Spring Branch Ct College Station, TX 77845

EXHIBIT NO. 1

Attached are two sealed copies of the metes and bounds description of that portion of the public utility situated in Phase 2 Spring Meadows Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be encroached upon.

Field Notes
4401 Spring Branch Court
Encroachment Upon a Public
Utility Easement and Drainage Easement

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THENCE along the northerly right-of-way line of 50' wide Spring Branch Court, a curve concave southerly having a radius of 50', an arc length of 6.47', a central angle of 7°24'51", chord bears S 89°22'49"E a chord distance of 6.47' to a point;

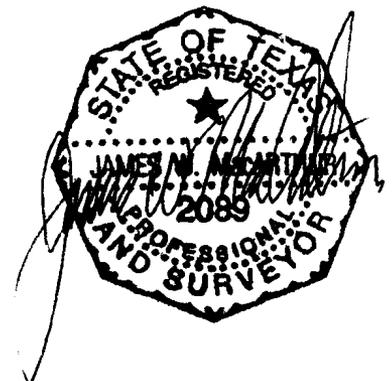
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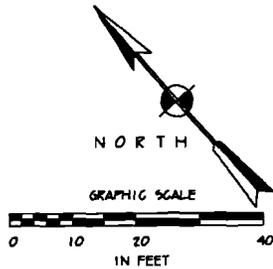
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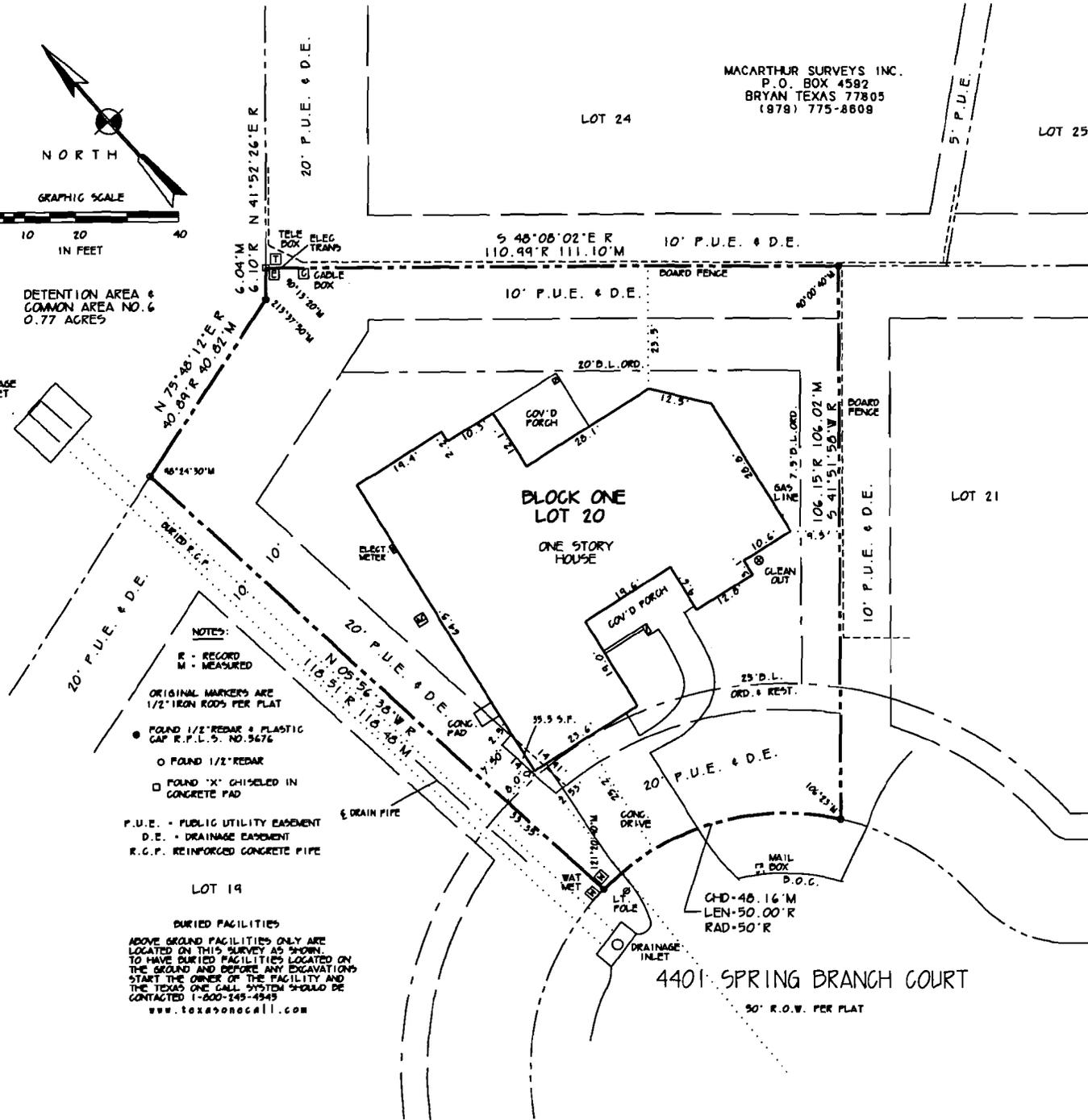
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LOT 24

LOT 25

S 48°08'02"E R
110.49'R 111.10'M

10' P.U.E. & D.E.

BLOCK ONE
LOT 20
ONE STORY HOUSE

LOT 21

NOTES:

- R - RECORD
- M - MEASURED
- ORIGINAL MARKERS ARE 1/2" IRON RODS PER PLAT
- FOUND 1/2" REBAR & PLASTIC CAP R.P.L. 5. NO. 3676
- FOUND 1/2" REBAR
- FOUND "X" CHISELED IN CONCRETE PAD
- P.U.E. - PUBLIC UTILITY EASEMENT
- D.E. - DRAINAGE EASEMENT
- R.C.P. - REINFORCED CONCRETE PIPE

LOT 19

BURIED FACILITIES
ABOVE GROUND FACILITIES ONLY ARE LOCATED ON THIS SURVEY AS SHOWN. TO HAVE BURIED FACILITIES LOCATED ON THE GROUND AND BEFORE ANY EXCAVATIONS START THE OWNER OF THE FACILITY AND THE TEXAS ONE CALL SYSTEM SHOULD BE CONTACTED 1-800-345-4543
www.texasonecall.com

4401 SPRING BRANCH COURT

90' R.O.W. PER PLAT

Application for License to
Encroach a Public Utility Easement

Located: 4401 Spring Branch Ct College Station, TX 77845

EXHIBIT NO. 2

Attached are two copies of a plat or detailed sketch of the public utility easement sought to be encroached upon 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 utility easement sought to be encroached upon is situated, and the addition or subdivision in which the portion of the public utility easement sought to be encroached upon is situated. Also, the names of record owners of the abutting lots are shown.

Application for License to
Encroach a Public Utility Easement

Located: 4401 Spring Branch Ct College Station TX 77845
Block 1 Lot 20 Phase 2 of Spring Meadows 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 utility easement sought to be encroached upon in the Application for License to Encroach above referred to, do hereby consent to the encroachment of the described portion thereof.

ATMOS ENERGY

BY: [Signature]
Title Right-of-Way Agent

VERIZON TELEPHONE COMPANY

BY: [Signature]
Title Section Manager University District

SUDDENLINK COMMUNICATIONS

BY: [Signature] SETH Const MGR
Title _____

BRYAN TEXAS UTILITIES

BY: [Signature]
Title DIVISION MGR, ENGINEERING & SYSTEM DRAWING

js/c/forms/encrochl
1/29/2007

Application for License to
Encroach a Public Utility Easement

Located: 4401 Spring Branch Ct College Station, TX 77845
Block 1 Lot 20 Phase 2 Spring Meadows Subdivision

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for License to Encroach the public utility 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 license 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 License to
Encroach a Public Utility Easement

Located: 4401 Spring Branch Ct College Station, TX 77845
Block 1 Lot 20 Phase 2 Spring Meadows Subdivision

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for License to Encroach the public utility 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 license 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 License to
Encroach a Public Utility Easement

Located: _____

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public utility easement named and described in the Application for License to Encroach a Public Utility Easement referred to above, do hereby consent to such license.

NAME: Jeffrey Jones

ADDRESS: 4400 Spring Branch Ct
College Station, TX 77845

NAME: Joe Stennis

ADDRESS: 4405 Spring Branch Ct
CS, TX 77845

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

**May 22, 2008
Regular Agenda Item 1
Rezoning for Great Oaks**

To: Glenn Brown, City Manager

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

Agenda Caption: Public hearing, presentation, possible action and discussion regarding a rezoning of 130.81 acres from A-O Agricultural-Open to 38.73 acres A-OR Agricultural-Open, Residential and 92.08 acres R-1B Single Family Residential for the property located at 3998 Rock Prairie Road West, Generally located at Rock Prairie Road West and Great Oaks Drive.

Recommendation(s): The Planning & Zoning Commission heard this item on May 1, 2008 and unanimously recommended approval of the rezoning with a vote of 7-0. Staff also recommended approval of the rezoning request.

Summary: The subject request was analyzed for compliance with the review criteria for a rezoning as stated in the Unified Development Ordinance as follows:

REVIEW CRITERIA

1. **Consistency with the Comprehensive Plan:** The Comprehensive Plan has been recently amended to reflect the latest platting activity in the Great Oaks Subdivision. The Land Use Plan now reflects Single-Family Low and Medium Density Residential land uses for the subject property. The requested zoning for A-OR Agricultural-Open Residential and R-1B Single Family Residential are appropriate zoning districts for those land uses.
2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** Many of the properties in the vicinity of the subject property are outside College Station city limits or have been platted prior to the recent annexation in March 2008; therefore, these properties do not have zoning or are currently zoned A-O Agricultural-Open and approved for low and medium density residential development. However, the conditions of the existing and proposed developments are compatible with the proposed zoning districts.

Phase 1 of the Great Oaks Subdivision and the Quail Run Subdivision are both developed as low density residential developments, which complement the proposed A-OR portion of the zoning request. Medium density residential developments in the vicinity of the subject property include Oakland Ridge and Las Palomas. Oakland Ridge, a 40-acre single family medium and high density residential development, has received Master Plan, Preliminary Plat, and Phase 1 Final Plat approval for the project. The property to the south of Oakland Ridge is now developed as duplexes, a medium density development, in the Las Palomas Subdivision.

The A-OR zoning district carries a maximum density of one dwelling unit per acre while the R-1B zoning district holds a maximum density of six dwelling units per acre.

3. **Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment:** This property has received Master Plan, and Preliminary Plat approval for low and medium density residential development on the subject property. The proposed zoning districts will reflect the appropriate zoning classifications of the approved plans for low and medium density residential development.
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:** Because this property was platted prior to being annexed, the proposed residential development is considered an approved legal non-conforming use. Therefore the development is permitted to develop under the existing zoning district.
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 property owner will be able to market the residential lots as appropriately zoned as A-OR Agricultural-Open Residential and R-1B Single-Family Residential rather than legal non-conforming lots in an A-O Agricultural-Open district.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There is an existing 12-inch sanitary sewer main available to serve the property. The City currently does not provide water service to this property. Drainage is mainly to the south within an unnamed watershed near the Brazos River. All utilities shall be designed in accordance with BCS Unified Design Guidelines at the time of Platting and Site Development. The property proposes taking access from Great Oaks Drive, Walnut Road, Feather Run, and Arboleda Drive.

Budget & Financial Summary: None.

Attachments:

1. Small Area Map
2. Draft Planning & Zoning Commission Meeting minutes, May 1, 2008
3. Ordinance

3



Zoning Districts

A - O	Agricultural Open	R - 3	Townhouse	C - 3	Light Commercial	WPC	Wolf Pen Creek Dev. Corridor
A - OR	Rural Residential Subdivision	R - 4	Multi-Family	M - 1	Light Industrial	NG - 1	Core Northgate
R - 1	Single Family Residential	R - 6	High Density Multi-Family	M - 2	Heavy Industrial	NG - 2	Transitional Northgate
R - 1B	Single Family Residential	R - 7	Manufactured Home Park	C - U	College and University	NG - 3	Residential Northgate
R - 2	Duplex Residential	A - P	Administrative/Professional	R & D	Research and Development	OV	Corridor Overlay
		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

GREAT OAKS

91

Case:

08-038

REZONING



MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
Thursday, May 1, 2008
at 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

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

COMMISSIONERS ABSENT: None

CITY COUNCIL MEMBERS PRESENT: John Crompton

CITY STAFF PRESENT: Senior Planner Jennifer Prochazka, Staff Planners Crissy Hartl, Jason Schubert, Lauren Hovde and Matt Robinson, Graduate Civil Engineer Josh Norton, Acting Development Engineer Carol Cotter, Assistant Director Lance Simms, First Assistant City Attorney Carla Robinson, Action Center Representative Carrie McHugh and Staff Assistant Brittany Caldwell

5. Public hearing, presentation, possible action, and discussion regarding a rezoning of 130.81 acres from A-O Agricultural-Open to 38.73 acres A-OR Agricultural-Open, Residential and 92.08 acres R-1B Single Family Residential for the property located at 3998 Rock Prairie Road West, generally located at Rock Prairie Road West and Great Oaks Drive. **Case #08-00500038 (CH)**

Crissy Hartl, Staff Planner, presented the rezoning and recommended approval.

Commissioner Davis asked if there was access to Jones Butler Road anticipated. Ms. Hartl stated that it was not reflected in the thoroughfare plan, but a joint access was provided between Great Oaks and Oakland Ridge.

Chairman Nichols opened the public hearing.

Steve Arden, 311 Cecelia Loop, stated that a provision was made on the plat regarding additional access.

Ed Hard, 11760 Durrand, College Station, Texas; Kenneth Esterack, 11854 Great Oaks Drive, College Station, Texas. The citizens expressed concern about the traffic that will be generated.

Commissioner Schroeder motioned to recommend approval of the rezoning. Commissioner Strong seconded the motion, motion passed (7-0).

DRAFT

ORDINANCE NO. _____

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

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

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

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

PASSED, ADOPTED and APPROVED this 22nd day of May, 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:

I.

The following property is rezoned from A-O Agricultural-Open to A-OR Agricultural-Open Residential:

31.29 Acres
James Erwin Survey, A-119
College Station, Brazos County, Texas

Being all that certain tract or parcel of land lying and being situated in the James Erwin Survey, A-119, Brazos County, Texas and being a part of the 208.523 acre tract described in the deed from Bandura Corporation to Indivisa Corporation recorded in Volume 3812, Page 320 (O.R.B.C) and being more particularly described by metes and bounds as shown in Exhibit “B” and graphically shown in Exhibit “H”.

II.

The following property is rezoned from A-O Agricultural-Open to A-OR Agricultural-Open Residential:

3.95 Acres
James Erwin Survey, A-119
College Station, Brazos County, Texas

Being all that certain tract or parcel of land lying and being situated in the James Erwin Survey, A-119, Brazos County, Texas and being a part of the 208.523 acre tract described in the deed from Bandura Corporation to Indivisa Corporation recorded in Volume 3812, Page 320 (O.R.B.C) and being more particularly described by metes and bounds as shown in Exhibit “C” and graphically shown in Exhibit “H”.

III.

The following property is rezoned from A-O Agricultural-Open to A-OR Agricultural-Open Residential:

3.49 Acres
James Erwin Survey, A-119
College Station, Brazos County, Texas

Being all that certain tract or parcel of land lying and being situated in the James Erwin Survey, A-119, Brazos County, Texas and being a part of the 208.523 acre tract described in the deed from Bandura Corporation to Indivisa Corporation recorded in Volume 3812, Page 320 (O.R.B.C) and being more particularly described by metes and bounds as shown in Exhibit "D" and graphically shown in Exhibit "H".

IV.

The following property is rezoned from A-O Agricultural-Open to R-1B Single Family Residential:

18.59 Acres
James Erwin Survey, A-119
College Station, Brazos County, Texas

Being all that certain tract or parcel of land lying and being situated in the James Erwin Survey, A-119, Brazos County, Texas and being a part of the 208.523 acre tract described in the deed from Bandura Corporation to Indivisa Corporation recorded in Volume 3812, Page 320 (O.R.B.C) and being more particularly described by metes and bounds as shown in Exhibit "E" and graphically shown in Exhibit "H".

V.

The following property is rezoned from A-O Agricultural-Open to R-1B Single Family Residential:

5.89 Acres
James Erwin Survey, A-119
College Station, Brazos County, Texas

Being all that certain tract or parcel of land lying and being situated in the James Erwin Survey, A-119, Brazos County, Texas and being a part of the 208.523 acre tract described in the deed from Bandura Corporation to Indivisa Corporation recorded in Volume 3812, Page 320 (O.R.B.C) and being more particularly described by metes and bounds as shown in Exhibit "F" and graphically shown in Exhibit "H".

VI.

The following property is rezoned from A-O Agricultural-Open to R-1B Single Family Residential:

67.60 Acres
James Erwin Survey, A-119
College Station, Brazos County, Texas

Being all that certain tract or parcel of land lying and being situated in the James Erwin Survey, A-119, Brazos County, Texas and being a part of the 208.523 acre tract described in the deed from Bandura Corporation to Indivisa Corporation recorded in Volume 3812, Page 320 (O.R.B.C) and being more particularly described by metes and bounds as shown in Exhibit "G" and graphically shown in Exhibit "H".

FIELD NOTES
PROPOSED A-OR ZONING DISTRICT
31.29 ACRES

Being all that certain tract or parcel of land lying and being situated in the JAMES ERWIN SURVEY, A-119, Brazos County, Texas and being a part of the 208.523 acre tract described in the deed from Bandura Corporation to Indivisa Corporation recorded in Volume 3812, Page 320 (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at the west corner of the said 208.523 acre tract, said corner also marking an internal ell-corner in the northeast right-of-way line of a County Road called Walnut Road (based on a 40' width);

THENCE: N 41° 14' 07" E along the northwest line of the beforementioned 208.523 acre tract for a distance of 93.34 feet to the east corner of a 0.151 acre Walnut Road right-of-way dedication as shown on the beforementioned QUAIL RUN ESTATES PHASE I subdivision plat as recorded in Volume 351, Page 565 of the Brazos County Deed Records (B.C.D.R.);

THENCE: N 43° 50' 43" E continuing along the said northwest line of the 208.523 acre tract and the southeast line of said QUAIL RUN ESTATES, PHASE I for a distance of 826.03 feet for corner, said corner marking the west corner of GREAT OAKS SUBDIVISION, PHASE ONE as recorded in Volume 4150, Page 296 (O.R.B.C.);

THENCE: along the southwest line of said GREAT OAKS SUBDIVISION, PHASE ONE for the following thirty-three (33) calls:

- 1) S 46° 09' 17" E for a distance of 470.00 feet for corner;
- 2) N 43° 50' 43" E for a distance of 70.24 feet for corner;
- 3) N 88° 44' 42" E for a distance of 50.00 feet for corner;
- 4) S 46° 21' 20" E for a distance of 134.71 feet for corner;
- 5) S 43° 38' 40" W for a distance of 337.82 feet for corner;
- 6) S 58° 31' 24" E for a distance of 153.45 feet for corner;
- 7) S 31° 01' 43" E for a distance of 119.82 feet for corner;
- 8) S 21° 30' 33" E for a distance of 125.64 feet for corner;
- 9) S 08° 46' 25" E for a distance of 55.68 feet for corner;
- 10) S 46° 17' 21" E for a distance of 74.57 feet for corner;
- 11) S 14° 48' 13" E for a distance of 213.25 feet for corner;
- 12) S 28° 13' 28" W for a distance of 28.96 feet for corner;
- 13) S 06° 17' 39" E for a distance of 64.93 feet for corner;
- 14) S 32° 33' 21" E for a distance of 63.64 feet for corner;
- 15) S 01° 54' 21" W for a distance of 49.58 feet for corner;
- 16) S 33° 36' 28" E for a distance of 98.55 feet for corner;
- 17) S 15° 18' 52" E for a distance of 87.02 feet for corner;
- 18) S 61° 28' 13" E for a distance of 64.90 feet for corner;
- 19) S 28° 51' 40" E for a distance of 54.88 feet for corner;
- 20) S 60° 09' 02" E for a distance of 89.23 feet for corner;
- 21) S 08° 40' 58" E for a distance of 72.84 feet for corner;
- 22) S 41° 06' 16" E for a distance of 34.36 feet for corner;
- 23) N 81° 42' 09" E for a distance of 66.96 feet for corner;
- 24) S 17° 01' 27" E for a distance of 76.08 feet for corner;
- 25) S 44° 05' 02" E for a distance of 56.04 feet for corner;
- 26) S 74° 38' 40" E for a distance of 64.82 feet for corner;
- 27) S 38° 00' 14" E for a distance of 52.24 feet for corner;
- 28) S 05° 29' 11" E for a distance of 56.96 feet for corner;
- 29) S 63° 18' 50" E for a distance of 47.38 feet for corner;
- 30) S 22° 56' 48" E for a distance of 146.15 feet for corner;
- 31) S 75° 35' 40" W for a distance of 105.23 feet for corner;
- 32) N 44° 43' 14" W for a distance of 110.18 feet for corner;
- 33) S 23° 27' 07" W for a distance of 147.76 feet for corner in the northeast line of the M.S. Kavanaugh 104.92 acre tract described in Volume 437, Page 581 (B.C.D.R.);

08-38
2-25-08
9:50
AC

THENCE: N 46° 21' 20" W along the common line between the said Kavanaugh land and the southwest line of the said 208.523 acre tract for a distance of 1689.12 feet to the east corner of Lot 9, HOLT HILLS Subdivision as recorded in Volume 261, Page 887 (B.C.D.R.);

THENCE: N 46° 38' 45" W continuing along said southwest line for a distance of 626.69 feet to the POINT OF BEGINNING and containing 31.29 acres of land, more or less.

FIELD NOTES
PROPOSED A-OR ZONING DISTRICT
3.95 ACRES

Being all that certain tract or parcel of land lying and being situated in the JAMES ERWIN SURVEY, A-119, Brazos County, Texas and being a part of the 208.523 acre tract described in the deed from Bandura Corporation to Indivisa Corporation recorded in Volume 3812, Page 320 (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at the north corner of Lot 8, Block 4 GREAT OAKS SUBDIVISION, PHASE ONE as recorded in Volume 4150, Page 296 (O.R.B.C.), said corner also being in the northwest line of the said 208.523 acre tract and marking the common most southerly corner of Lots 9 and 12, Block Two QUAIL RUN ESTATES, PHASE I subdivision plat as recorded in Volume 351, Page 565 of the Brazos County Deed Records (B.C.D.R.);

THENCE: N 43° 50' 43" E along the common line of the said 208.523 acre tract and said Block Two QUAIL RUN ESTATES, PHASE I subdivision for a distance of 379.95 feet for corner;

THENCE: S 40° 50' 06" E into the interior of the said 208.523 acre tract for a distance of 521.70 feet to the north corner of Lot 2, Block 5 of said GREAT OAKS SUBDIVISION;

THENCE: along the north line of the beforesaid GREAT OAKS SUBDIVISION for the following six (6) calls:

- 1) S 43° 38' 40" W for a distance of 270.86 feet for corner,
- 2) 119.05 feet in a counter-clockwise direction along the arc of a curve having a central angle of 12° 44' 58", a radius of 535.00 feet, a tangent of 59.77 feet and a long chord bearing N 52° 43' 49" W at a distance of 118.80 feet for corner,
- 3) N 15° 37' 38" W for a distance of 50.00 feet for corner,
- 4) N 60° 48' 51" W for a distance of 70.00 feet for corner,
- 5) S 29° 11' 09" W for a distance of 56.64 feet for corner and
- 6) N 46° 09' 17" W for a distance of 305.92 feet to the POINT OF BEGINNING and containing 3.95 acres of land, more or less.

FIELD NOTES
PROPOSED A-OR ZONING DISTRICT
3.49 ACRES

Being all that certain tract or parcel of land lying and being situated in the JAMES ERWIN SURVEY, A-119, Brazos County, Texas and being a part of the 208.523 acre tract described in the deed from Bandura Corporation to Indivisa Corporation recorded in Volume 3812, Page 320 (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at the south corner of Lot 7, Block 5 GREAT OAKS SUBDIVISION, PHASE ONE as recorded in Volume 4150, Page 296 (O.R.B.C.), said corner also being in the east right-of-way line of Great Oaks Drive (based on a 70' width);

THENCE: N 62° 20' 46" E along the south line of said Lot 7, Block 5 for a distance of 193.57 feet for corner;

THENCE: through the said 208.523 acre tract for the following four (4) calls:

- 1) S 24° 26' 36" E for a distance of 100.00 feet for corner,
- 2) S 77° 31' 53" E for a distance of 150.00 feet for corner,
- 3) S 09° 28' 43" E for a distance of 235.10 feet for corner and
- 4) S 11° 16' 18" W for a distance of 241.97 feet for corner in the north line of Lot 9, Block 3 of said GREAT OAKS SUBDIVISION;

THENCE: N 78° 43' 42" W along the north line of said Lot 9, Block 3 for a distance of 273.81 feet for corner in the said east right-of-way line of Great Oaks Drive;

THENCE: along the beforesaid east line of Great Oaks Drive for the following three (3) calls:

- 1) N 11° 16' 18" E for a distance of 33.49 feet to the Point of Curvature of a curve to the left;
- 2) 301.20 feet along the arc of said curve having a central angle of 35° 34' 59", a radius of 485.00 feet , a tangent of 155.64 feet and a long chord bearing N 06° 31' 11" W at a distance of 296.39 feet to the Point of Tangency;
- 3) N 24° 18' 41" W for a distance of 133.81 feet to the POINT OF BEGINNING and containing 3.49 acres of land, more or less.

FIELD NOTES
PROPOSED R-1B ZONING DISTRICT
18.59 ACRES

Being all that certain tract or parcel of land lying and being situated in the JAMES ERWIN SURVEY, A-119, Brazos County, Texas and being a part of the 208.523 acre tract described in the deed from Bandura Corporation to Indivisa Corporation recorded in Volume 3812, Page 320 (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at the north corner of Lot 2, Block 5 GREAT OAKS SUBDIVISION, PHASE ONE as recorded in Volume 4150, Page 296 (O.R.B.C.);

THENCE: N 40° 50' 06" W for a distance of 521.70 feet for corner in the northwest line of the before said 208.523 acre tract, said line also being the southeast line of the Quail Run Estates, Phase I Subdivision as recorded in Volume 351, Page 565 of the Brazos County Deed Records (B.C.D.R.);

THENCE: N 43° 50' 43" E along said northwest line for a distance of 624.84 feet for corner;

THENCE: into the interior of the said 208.523 acre tract for the following fifteen (15) calls:

- 1) S 46° 09' 17" E for a distance of 180.26 feet for corner,
- 2) S 34° 12' 14" E for a distance of 82.04 feet for corner,
- 3) S 47° 57' 36" E for a distance of 279.44 feet for corner,
- 4) S 44° 53' 28" E for a distance of 243.47 feet for corner,
- 5) S 23° 53' 12" E for a distance of 238.83 feet for corner,
- 6) S 32° 09' 46" E for a distance of 85.80 feet for corner,
- 7) S 50° 01' 35" W for a distance of 100.00 feet for corner,
- 8) 104.71 feet in a clockwise direction along the arc of a curve having a central angle of 80° 11' 03", a radius of 74.82 feet, a tangent of 62.98 feet and a long chord bearing S 09° 04' 22" W at a distance of 96.37 feet to the Point of Tangency,
- 9) S 49° 09' 54" W for a distance of 105.00 feet for corner,
- 10) S 40° 50' 06" E for a distance of 312.48 feet for corner,
- 11) S 07° 16' 04" E for a distance of 39.62 feet for corner,
- 12) S 62° 05' 35" W for a distance of 159.97 feet for corner,
- 13) 35.99 feet in a clockwise direction along the arc of a curve having a central angle of 06° 51' 25", a radius of 300.74 feet, a tangent of 18.02 feet and a long chord bearing N 44° 18' 14" W at a distance of 35.97 feet to the Point of Tangency,
- 14) N 41° 20' 34" W for a distance of 36.63 feet for corner and
- 15) S 49° 09' 54" W for a distance of 139.68 feet for corner in the northeast line of Lot 6, Block 5 of said GREAT OAKS SUBDIVISION;

THENCE: N 40° 50' 06" W along the northeast line of said Block 5 for a distance of 812.49 feet to the POINT OF BEGINNING and containing 18.59 acres of land, more or less.

FIELD NOTES
PROPOSED R-1B ZONING DISTRICT
5.89 ACRES

Being all that certain tract or parcel of land lying and being situated in the JAMES ERWIN SURVEY, A-119, Brazos County, Texas and being a part of the 208.523 acre tract described in the deed from Bandura Corporation to Indivisa Corporation recorded in Volume 3812, Page 320 (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at the common most southerly corner of Lots 18 and 22, Block Two of the QUAIL RUN ESTATES, PHASE I subdivision plat as recorded in Volume 351, Page 565 of the Brazos County Deed Records (B.C.D.R.), said corner also being in the northwest line of the said 208.523 acre tract;

THENCE: N 43° 50' 43" E along the common line of the said 208.523 acre tract and said QUAIL RUN ESTATES, PHASE I subdivision for a distance of 608.94 feet for corner;

THENCE: into the interior of the said 208.523 acre tract for the following ten (10) calls:

- 1) S 50° 03' 58" E for a distance of 130.30 feet for corner,
- 2) S 10° 27' 59" E for a distance of 126.55 feet for corner,
- 3) S 52° 27' 58" E for a distance of 104.70 feet for corner,
- 4) S 25° 29' 00" W for a distance of 240.00 feet for corner,
- 5) S 02° 35' 34" E for a distance of 220.56 feet for corner,
- 6) S 43° 46' 58" W for a distance of 78.78 feet for corner,
- 7) N 68° 10' 31" W for a distance of 159.48 feet for corner,
- 8) N 58° 45' 15" W for a distance of 80.39 feet for corner,
- 9) N 53° 05' 38" W for a distance of 167.06 feet for corner and
- 10) N 45° 58' 36" W for a distance of 180.22 feet to the POINT OF BEGINNING and containing 5.89 acres of land, more or less.

FIELD NOTES
PROPOSED R-1B ZONING DISTRICT
67.60 ACRES

Being all that certain tract or parcel of land lying and being situated in the JAMES ERWIN SURVEY, A-119, Brazos County, Texas and being a part of the 208.523 acre tract described in the deed from Bandura Corporation to Indivisa Corporation recorded in Volume 3812, Page 320 (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at the north corner of the said 208.523 acre tract, the east corner of a county road known as Feather Run [based on a 60-foot width right-of-way described on the Quail Run Estates, Phase I plat recorded in Volume 351, Page 565 of the Brazos County Deed Records (B.C.D.R.)], said corner also being in the southwest line of the John Kemp et ux 20.305 acre tract described in Volume 2561, Page 86 (O.R.B.C.);

THENCE: along the northeast line of the beforesaid 208.523 acre tract for the following four (4) calls:

- 1) S 45° 31' 57" E for a distance of 604.18 feet for corner,
- 2) S 46° 46' 32" E for a distance of 1139.74 feet for corner,
- 3) S 45° 08' 21" E for a distance of 332.50 feet for corner and
- 4) S 46° 05' 45" E for a distance of 472.51 feet to the east corner of the said 208.523 acre tract;

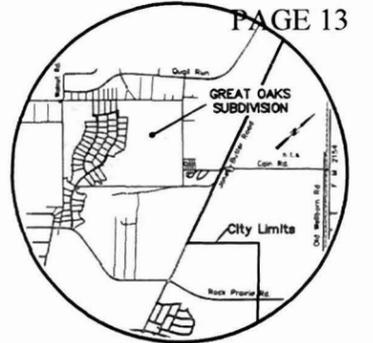
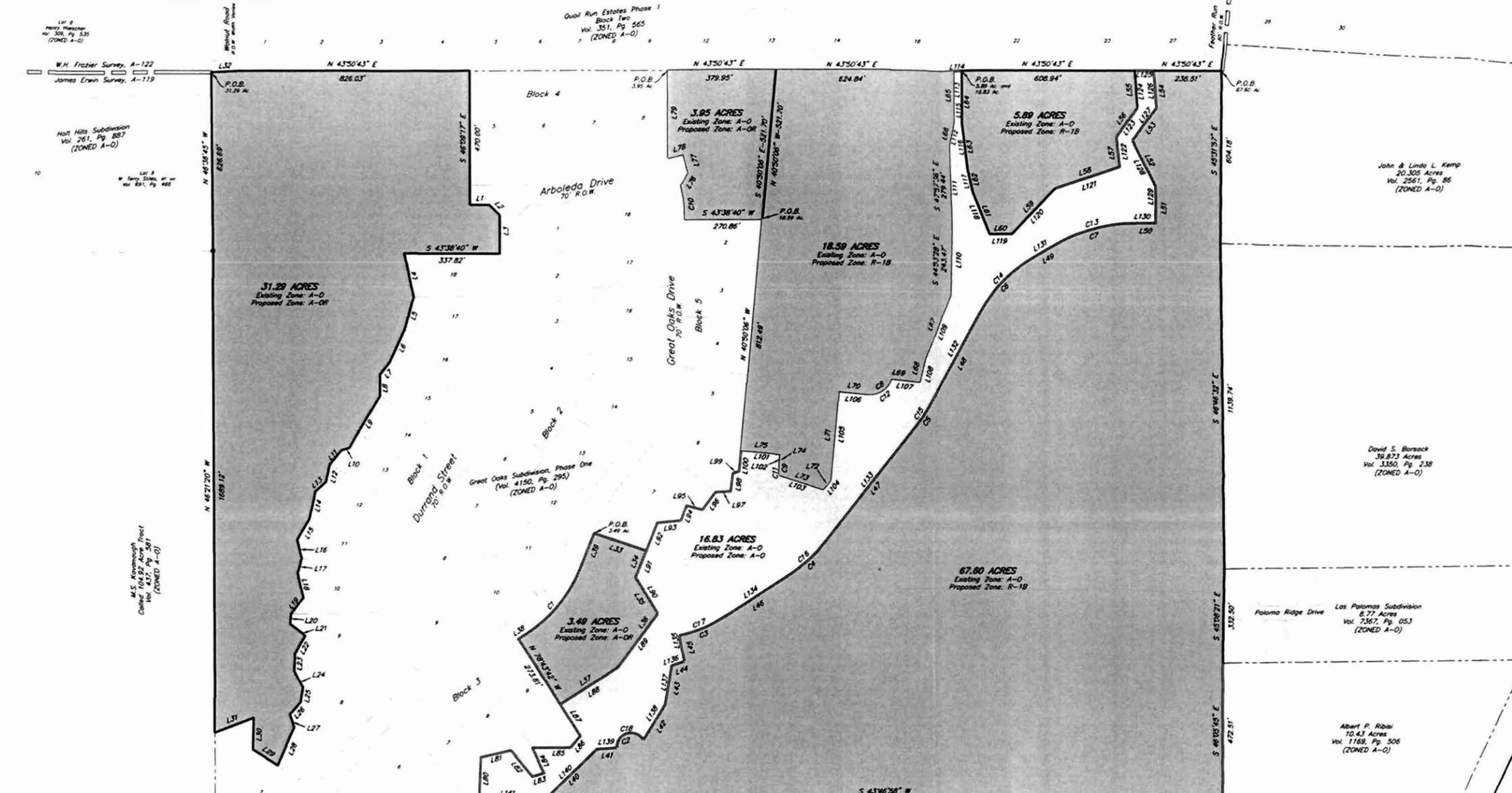
THENCE: S 43° 46' 58" W along the southeast line of said 208.523 acre tract for a distance of 2379.31 feet for corner;

THENCE: into the interior of the said 208.523 acre tract for the following twenty-one (21) calls:

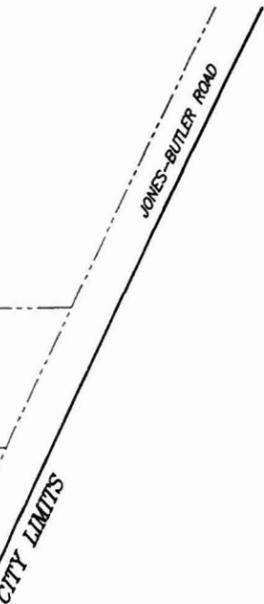
- 1) N 00° 39' 39" W for a distance of 247.42 feet for corner,
- 2) N 40° 35' 07" E for a distance of 71.09 feet for corner,
- 3) 133.69 feet in a clockwise direction along the arc of a curve having a central angle of 153° 11' 51", a radius of 50.00 feet, a tangent of 209.86 feet and a long chord bearing N 27° 11' 02" E at a distance of 97.28 feet for corner,
- 4) N 13° 44' 15" W for a distance of 145.10 feet for corner,
- 5) N 36° 17' 31" W for a distance of 139.14 feet for corner,
- 6) N 24° 54' 00" E for a distance of 46.37 feet for corner,
- 7) N 57° 21' 58" W for a distance of 92.90 feet for corner,
- 8) 162.24 feet in a counter-clockwise direction along the arc of a curve having a central angle of 21° 37' 05", a radius of 430.00 feet, a tangent of 82.10 feet and a long chord bearing N 21° 49' 29" E at a distance of 161.28 feet to the Point of Tangency,
- 9) N 11° 00' 56" E for a distance of 271.83 feet to the Point of Curvature of a curve to the left,
- 10) 182.13 feet along the arc of said curve having a central angle of 18° 58' 24", a radius of 550.00 feet, a tangent of 91.91 feet and a long chord bearing N 01° 31' 44" E at a distance of 181.30 feet to the Point of Tangency,
- 11) N 07° 57' 28" W for a distance of 514.76 feet to the Point of Curvature of a curve to the left,
- 12) 79.47 feet along the arc of said curve having a central angle of 09° 06' 24", a radius of 500.00 feet, a tangent of 39.82 feet and a long chord bearing N 12° 30' 40" W at a distance of 79.39 feet to the Point of Tangency,
- 13) N 17° 03' 52" W for a distance of 383.67 feet to the Point of Curvature of a curve to the right,
- 14) 268.64 feet along the arc of said curve having a central angle of 30° 47' 03", a radius of 500.00 feet, a tangent of 137.65 feet and a long chord bearing N 01° 40' 21" W at a distance of 265.42 feet to the Point of Tangency,
- 15) N 13° 43' 11" E for a distance of 87.63 feet to the Point of Curvature of a curve to the right,
- 16) 299.08 feet along the arc of said curve having a central angle of 30° 03' 47", a radius of 570.00 feet, a tangent of 153.07 feet and a long chord bearing N 28° 45' 04" E at a distance of 295.66 feet to the Point of Tangency,
- 17) N 43° 46' 58" E for a distance of 70.50 feet for corner,
- 18) N 46° 13' 02" W for a distance of 129.41 feet for corner,
- 19) N 72° 48' 16" W for a distance of 179.75 feet for corner,
- 20) N 09° 27' 15" W for a distance of 142.17 feet for corner and

21) N 50° 17' 13" W for a distance of 130.34 feet for corner in the northwest line of the said 208.523 acre tract, said line also being common with the southeast line of the beforementioned QUAIL RUN ESTATES, PHASE 1 Subdivision;

THENCE: N 43° 50' 43" E for a distance of 238.51 feet to the POINT OF BEGINNING and containing 67.60 acres of land, more or less.



SCALE: 1" = 200'



08-38
4-11-08
1:00
AC

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 43°50'43" E	70.24'
L2	N 88°44'42" E	50.00'
L3	S 46°21'20" E	134.71'
L4	S 58°31'24" E	153.45'
L5	S 31°01'43" E	119.82'
L6	S 21°30'33" E	125.64'
L7	S 08°42'25" E	55.68'
L8	S 46°17'21" E	74.57'
L9	S 14°48'13" E	213.25'
L10	S 28°13'28" E	28.96'
L11	S 06°17'39" E	64.93'
L12	S 32°33'21" E	63.64'
L13	S 01°54'21" E	49.58'
L14	S 33°36'28" E	98.55'
L15	S 15°18'52" E	87.02'
L16	S 61°28'13" E	64.90'
L17	S 28°51'40" E	54.88'
L18	S 60°09'02" E	89.23'
L19	S 08°40'56" E	72.84'
L20	S 41°06'16" E	34.36'
L21	N 81°42'09" E	66.96'
L22	S 17°01'27" E	76.08'
L23	S 44°05'02" E	56.04'
L24	S 74°36'40" E	64.82'
L25	S 38°00'14" E	52.24'
L26	S 02°20'11" E	56.96'
L27	S 63°18'50" E	47.38'
L28	S 22°56'48" E	146.15'
L29	S 75°35'40" W	105.23'
L30	N 44°43'14" W	110.18'
L31	S 23°27'07" W	147.76'
L32	N 41°14'07" E	93.34'
L33	N 62°20'46" E	183.87'
L34	S 24°26'36" E	100.00'
L35	S 77°31'53" E	150.00'
L36	S 09°28'43" E	235.10'

LINE TABLE

LINE	BEARING	DISTANCE
L37	S 11°16'18" W	241.97'
L38	N 11°16'18" E	33.49'
L39	N 24°18'41" W	133.81'
L40	N 00°39'39" W	247.42'
L41	N 40°35'07" E	71.09'
L42	N 13°44'15" W	145.10'
L43	N 36°17'31" W	139.14'
L44	N 24°54'00" E	46.37'
L45	N 57°21'58" E	92.90'
L46	N 11°00'56" E	271.83'
L47	N 07°57'28" E	514.76'
L48	N 17°03'52" E	383.67'
L49	N 13°43'11" E	67.63'
L50	N 43°46'58" E	70.50'
L51	N 46°13'02" W	129.41'
L52	N 72°48'16" W	179.75'
L53	N 09°27'15" W	142.17'
L54	N 50°17'13" W	130.34'
L55	S 50°03'58" E	130.30'
L56	S 10°27'59" E	126.55'
L57	S 52°27'58" E	104.70'
L58	S 25°29'00" W	240.00'
L59	S 02°35'34" E	220.56'
L60	S 43°46'58" E	78.78'
L61	N 68°10'31" W	159.48'
L62	N 58°45'15" W	80.39'
L63	N 53°05'36" W	167.06'
L64	N 45°58'36" W	180.22'
L65	S 46°09'17" E	180.26'
L66	S 34°12'14" E	82.04'
L67	S 23°53'12" E	238.83'
L68	S 32°09'46" E	85.80'
L69	S 50°01'35" W	100.00'
L70	S 49°09'54" W	105.00'
L71	S 40°50'06" E	312.48'
L72	S 07°16'04" E	39.62'

LINE TABLE

LINE	BEARING	DISTANCE
L73	S 62°05'35" W	159.97'
L74	N 41°20'34" W	36.63'
L75	S 49°09'54" W	138.68'
L76	N 15°37'38" W	50.00'
L77	N 60°48'51" W	70.00'
L78	S 29°11'09" W	56.64'
L79	N 46°09'17" W	305.92'
L80	N 43°46'19" W	145.43'
L81	N 30°49'19" E	108.59'
L82	S 85°31'13" E	119.90'
L83	N 26°02'52" E	42.45'
L84	N 71°24'29" W	97.67'
L85	N 43°32'40" E	135.34'
L86	N 08°38'11" W	53.14'
L87	N 78°43'42" W	129.89'
L88	S 11°16'18" W	241.97'
L89	S 09°28'43" E	235.10'
L90	S 77°31'53" E	150.00'
L91	S 24°26'36" E	100.00'
L92	N 24°26'36" W	100.77'
L93	N 38°08'29" E	84.56'
L94	N 26°08'34" W	56.18'
L95	N 59°09'57" E	57.42'
L96	N 09°33'55" W	78.40'
L97	N 41°53'11" E	52.46'
L98	N 38°56'49" W	64.04'
L99	N 27°43'58" E	23.21'
L100	N 40°50'06" W	74.89'
L101	N 49°09'54" E	136.68'
L102	S 41°20'34" E	36.63'
L103	N 62°05'35" E	159.97'
L104	N 07°16'04" W	39.62'
L105	N 40°50'06" W	312.48'
L106	N 49°09'54" E	105.00'
L107	N 50°01'35" E	100.00'
L108	N 32°09'46" W	106.80'

LINE TABLE

LINE	BEARING	DISTANCE
L109	N 23°53'12" W	238.83'
L110	N 44°53'28" W	243.47'
L111	N 47°57'36" W	279.44'
L112	N 34°12'14" W	82.04'
L113	N 46°09'17" W	180.26'
L114	N 43°50'43" E	31.06'
L115	S 45°58'36" E	180.22'
L116	S 53°05'38" E	167.06'
L117	S 58°45'15" E	80.39'
L118	S 68°10'31" E	159.48'
L119	N 43°46'58" E	78.78'
L120	N 02°35'34" W	220.56'
L121	N 25°29'00" E	240.00'
L122	N 52°27'58" W	104.70'
L123	N 10°27'59" W	126.55'
L124	N 50°03'58" W	130.30'
L125	N 43°50'43" E	66.43'
L126	S 50°17'13" E	130.34'
L127	S 09°27'15" E	142.17'
L128	S 72°48'16" E	179.75'
L129	S 46°13'02" E	129.41'
L130	S 43°46'58" W	70.50'
L131	S 13°43'11" W	87.63'
L132	S 17°03'52" E	383.67'
L133	S 07°57'28" E	514.76'
L134	S 11°00'56" W	271.83'
L135	S 57°21'58" E	92.90'
L136	S 24°54'00" W	46.37'
L137	S 36°17'31" E	139.14'
L138	S 13°44'15" E	145.10'
L139	S 40°39'07" W	71.09'
L140	S 00°39'39" E	247.42'
L141	S 43°46'58" W	236.88'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEG	CHORD
C1	35°34'59"	485.00'	301.20'	155.64'	N 06°31'11" W	296.39'	
C2	153°11'51"	50.00'	133.69'	209.86'	N 27°11'02" E	97.28'	
C3	21°37'05"	430.00'	162.24'	82.10'	N 21°49'29" E	161.28'	
C4	18°58'24"	430.00'	162.24'	82.10'	N 01°31'44" E	181.30'	
C5	9°06'24"	500.00'	79.47'	39.82'	N 12°30'40" W	79.39'	
C6	30°47'03"	500.00'	268.64'	137.65'	N 01°40'21" E	265.42'	
C7	30°03'47"	570.00'	299.08'	153.07'	N 28°45'04" E	295.66'	
C8	80°11'03"	74.82'	104.71'	62.98'	S 09°04'22" W	96.37'	
C9	6°51'25"	300.74'	35.99'	18.02'	N 44°18'14" W	35.97'	
C10	12°44'56"	535.00'	119.05'	59.77'	N 52°43'49" W	118.80'	
C11	6°51'25"	300.74'	35.99'	18.02'	S 44°18'14" E	35.97'	
C12	80°11'03"	74.82'	104.71'	62.98'	N 09°04'22" E	96.37'	
C13	30°03'47"	570.00'	299.08'	153.07'	S 28°45'04" W	295.66'	
C14	30°47'03"	500.00'	268.64'	137.65'	S 01°40'21" E	265.42'	
C15	9°06'24"	500.00'	79.47'	39.82'	S 12°30'40" E	79.39'	
C16	18°58'24"	550.00'	162.13'	81.91'	S 01°31'44" W	181.30'	
C17	21°37'05"	430.00'	162.24'	82.10'	S 21°49'29" W	161.28'	
C18	153°11'51"	50.00'	133.69'	209.86'	S 27°11'02" W	97.28'	

Sherwood Heights Section 1
Block 1
Vol. 353, Pg. 635
(ZONED A-0)

Sherwood Drive
100' R.O.W.
Vol. 353, Pg. 635

Called 208.32 Acres
Grace Stallone Abbate, Individually, and
Grace Stallone Abbate and Charles Anthony Abbate
Co-Trustees of the Jim Abbate Testamentary Trustee
Vol. 2310, Pg. 12
(ZONED A-0)

RE-ZONING MAP

GREAT OAKS SUBDIVISION

JAMES ERWIN SURVEY, A-119

BRAZOS COUNTY, TEXAS

Submitted: FEBRUARY 25, 2008
Revised: APRIL 14, 2008
SCALE: 1" = 200'

Owner:
Indivaco Corp.
2121 Kirby, Suite 19 SE
Houston, Texas 77019
(713) 874-1122

Prepared by:
McClure & Browne Engineering/Surveying, Inc.
1008 Woodcreek Dr., Suite 103
College Station, Texas 77845
(979) 693-3838

May 22, 2008
Regular Agenda Item 2
Comprehensive Plan Amendment for 1250 Harvey Mitchell Parkway

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 ordinance amending the Land Use Plan element of the Comprehensive Plan from Industrial / R&D to Residential Attached for 6.2 acres located at 1250 Harvey Mitchell Parkway generally located at the southwest corner of the intersection of Harvey Mitchell Parkway and Luther Street West.

Recommendation(s): The Planning and Zoning Commission voted 5-2 to recommend approval at their May 1st meeting. Staff recommended denial of the request.

Summary:

1. **Changed or changing conditions in the subject area or the City:** With the adoption of the Comprehensive Plan in 1997, the subject and adjacent property to the south were designated as Texas A&M University, which is for properties owned by the University. With the Comprehensive Plan Land Use Map clean-up in 2004, the subject property was designated correctly as Industrial / R&D in connection with the other properties on the west side of Harvey Mitchell Parkway, a highway on the Thoroughfare Plan. In July 2006, the Council approved a land use amendment from Industrial / R&D to Residential Attached for the development known as 2818 Place. With the adjacent property to the south approximately 10.5 acres of Industrial / R&D is still contiguous in this area. In March 2007, Council approved a land use amendment known as the Luther Area Plan which changed Single Family Residential High Density to Residential Attached, Planned Development and Retail Neighborhood. Part of the purpose of that amendment was to match the land use designation to the existing development. Prior to the adoption of the UDO in 2003, rezonings were not required to be in compliance with the Comprehensive Plan.

In October 2007, the City installed traffic signals on Harvey Mitchell Parkway at the intersections with Luther Street West and Holleman Drive. Though the subject property is near the Luther Street West intersection, the property at the intersection is owned by Texas A&M University. In communication with the Real Estate office for the Texas A&M University System, Staff was informed that access would not be granted through the A&M property since it already has access directly to Harvey Mitchell Parkway. If that remains, the subject property will only access Harvey Mitchell Parkway but at a non-signalized location.

2. **Compatibility with the remainder of the Comprehensive Plan:** As stated by the Comprehensive Plan, the Residential Attached land use designation "contains exclusively multi-family residential developments, with densities ranging from 10 to 20 dwelling units / acre." The subject property is located near TAMU and Comprehensive Plan policies support the development of multi-family for the student population near TAMU.

The Industrial / Research & Development designation is for "medium to large-scale development of tax-generating developments such as industrial/R&D parks, technology

centers, clean manufacturing, and assembly/distribution. These developments are very dependent upon good access to highways, rail lines, and/or airports." The subject property is located on a highway and is near the airport. As for location in general, the subject property meets the desired proximity for both the Residential Attached and Industrial / R&D land use designations.

The Comprehensive Plan also asks that "adequate amounts of appropriately zoned land for all necessary types of land uses in an efficient, convenient, harmonious, and ecologically sound manner" be provided. The Residential Attached developments built in the area over the last decade have been located on the east side of Harvey Mitchell Parkway, which has a right-of-way width of over 330 feet. On the west side of Harvey Mitchell Parkway, the aforementioned 2818 Place multi-family development is currently under construction.

In general, an Industrial / R&D land use designation would allow for a C-2 Commercial-Industrial, R&D Research & Development, M-1 Light Industrial, or M-2 Heavy Industrial zoning district depending upon the area. The subject property abuts the Texas A&M Poultry Science Center to the west (see Figure 1) and a Texas A&M sanitation area to the south (see Figure 2). Figure 3 is a view of the property from Harvey Mitchell Parkway in which storage in the sanitation area and activities of the Brayton Fire School can be seen in the background. Though multi-family developments have been constructed in the area, none are directly adjacent to these Texas A&M uses.

Though zoned C-U College and University, if owned privately, the Poultry Science Center and sanitation area are industrial in nature and would likely be zoned M-1 or M-2. According to the UDO, M-2 uses are not compatible with residential uses of any density, or even lower intensity commercial uses. The addition of multi-family units in closer proximity to the airport and these intense uses is not appropriate and could compromise the quality of life that residents of such a development would enjoy.



Figure 1: Texas A&M Poultry Science Center northwest of property.



Figure 2: Texas A&M sanitation area west of property.



Figure 3: Property from Harvey Mitchell Parkway with Texas A&M uses in background.

The City has grown substantially since the Comprehensive Plan was adopted in 1997 which is why the effort to update it is underway. Though conditions have changed

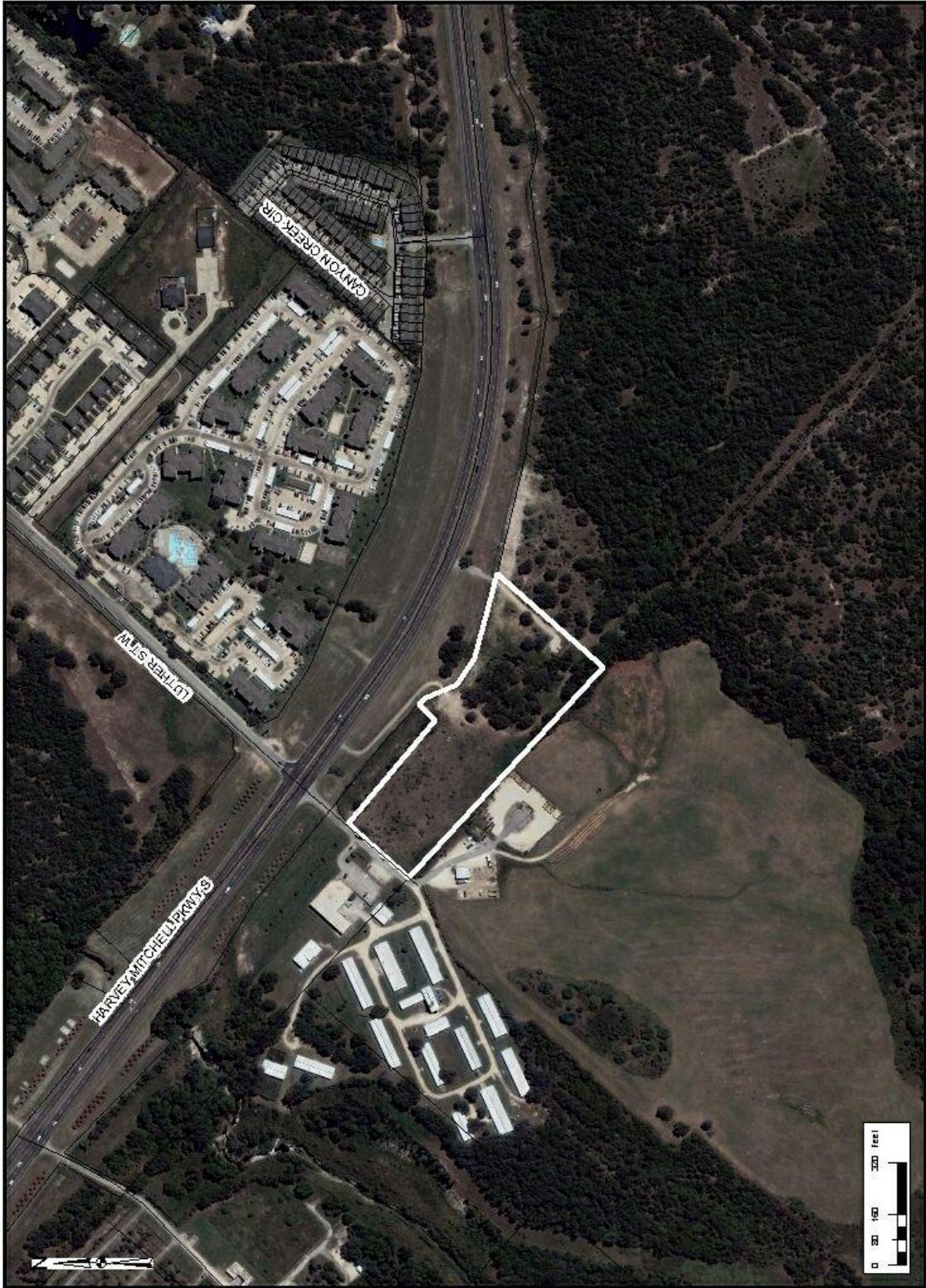
significantly in some areas of the City we are still within the 20 year planning horizon the Plan anticipated. Within this area (west of Wellborn Road and north of Harvey Mitchell Parkway), over 30 acres of land is designated as Residential Attached but still is undeveloped. Over the past 4 years, more than 1,500 new multi-family units have been added to the City bringing the total number of multi-family units to almost 19,000 (55% of all housing units). In addition, over 1,000 more multi-family units have been approved or are under construction. There are about 1,400 acres in the City designated as Industrial / R&D. Not including C-2 zoning districts, approximately 470 acres is currently zoned for industrial uses with only about 45 acres remaining when City owned and University owned property are excluded.

Beyond these considerations, the subject property poses some concerns with limited access. The property does not have access to the signalized intersection with Luther Street West and unless resolved will only have access directly to Harvey Mitchell Parkway at an unsignalized location. Given the acreage of the property, a R-3 zoning would allow 86 units, R-4 would allow 124 units and R-6 would allow up to 186 units. Given the potential traffic generated from any of these scenarios, it appears that a non-residential use would generate less traffic and maintain greater safety along this portion of Harvey Mitchell Parkway.

Budget & Financial Summary: N/A

Attachments:

1. Aerial and Small Area Map (SAM)
2. Draft Planning & Zoning Commission Meeting minutes, May 1, 2008
3. Ordinance
4. Letter from Texas A&M University



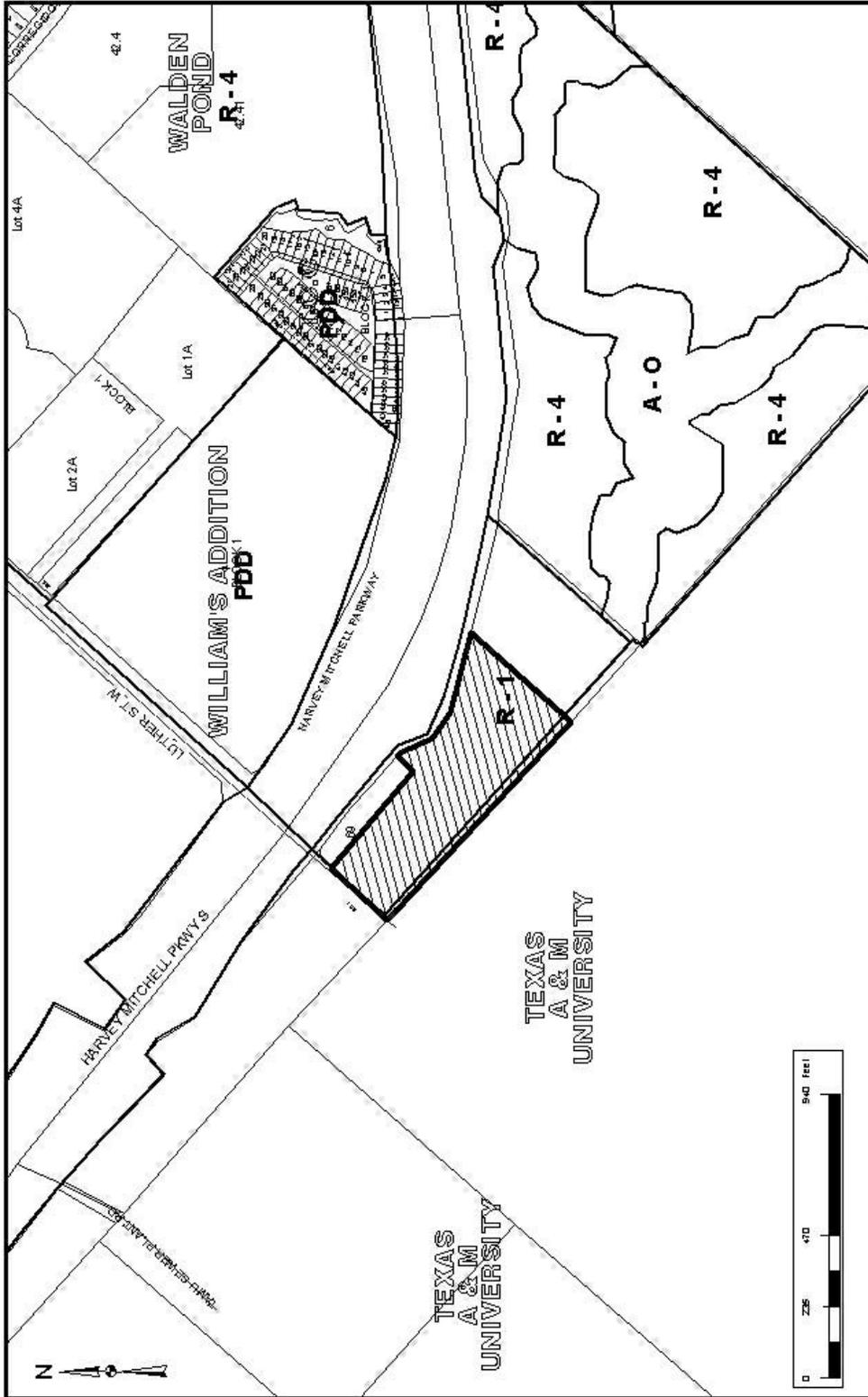
Case: 08-080

1250 Harvey Mitchell Parkway

DEVELOPMENT REVIEW



COMP PLAN



Zoning Districts

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

DEVELOPMENT REVIEW

1250 Harvey Mitchell Parkway

Case: 08-080

COMP PLAN



MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
Thursday, May 1, 2008
at 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

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

COMMISSIONERS ABSENT: None

CITY COUNCIL MEMBERS PRESENT: John Crompton

CITY STAFF PRESENT: Senior Planner Jennifer Prochazka, Staff Planners Crissy Hartl, Jason Schubert, Lauren Hovde and Matt Robinson, Graduate Civil Engineer Josh Norton, Acting Development Engineer Carol Cotter, Assistant Director Lance Simms, First Assistant City Attorney Carla Robinson, Action Center Representative Carrie McHugh and Staff Assistant Brittany Caldwell

1. Call Meeting to Order.

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

2. Hear Citizens.

None

3. Public hearing, presentation, possible action, and discussion regarding an amendment to the Comprehensive Land Use Plan from Industrial / R & D to Residential Attached for 6.2 acres located at 1250 Harvey Mitchell Parkway generally located at the southwest corner of the intersection of Harvey Mitchell Parkway and Luther Street West. **Case #08-500080 (JS)**

Jason Schubert, Staff Planner, presented the Comprehensive Plan Amendment and recommended denial.

There was general discussion regarding the Comprehensive Plan Amendment.

Chairman Nichols opened the public hearing.

Phyliss Young, 4101 S. Texas Avenue Ste B, stated that she was representing the owners. She said the owners have been trying to sell the property since 1999, but the City will not support the rezonings that are proposed.

Eric Mach, Tucker Mach Development, stated that the strip of land at the front of the property is owned by Texas A&M and is not for sale. He also said that he asked A&M for potential access to Luther Street West and they said that should not be a problem. He said that he does not believe there will be enough units to require two accesses, but that both the Harvey Mitchell Parkway and Luther Street West access will be pursued.

Mr. Schubert said that he spoke with A&M and they said that they would not grant access to Luther Street West, especially if the property was developed as residential.

Ervin Williams, owner, stated that he does not understand why he does not have access to Luther Street West.

Chairman Nichols closed the public hearing.

Commissioner Davis expressed concern about traffic safety.

Chairman Nichols expressed concern about the proximity to the poultry farm and industrial area behind the property.

Commissioner Strong said that the residential development behind Home Depot is similar to this proposal because of the waste/water treatment plant that is located close to the condos.

Commissioner Dictson motioned to recommend approval of the Comprehensive Plan Amendment. Commissioner Strong seconded the motion, motion passed (5-2). Chairman Nichols and Commissioner Schroeder were in opposition.

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 1250 HARVEY MITCHELL PARKWAY, 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 22nd day of May, 2008.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:



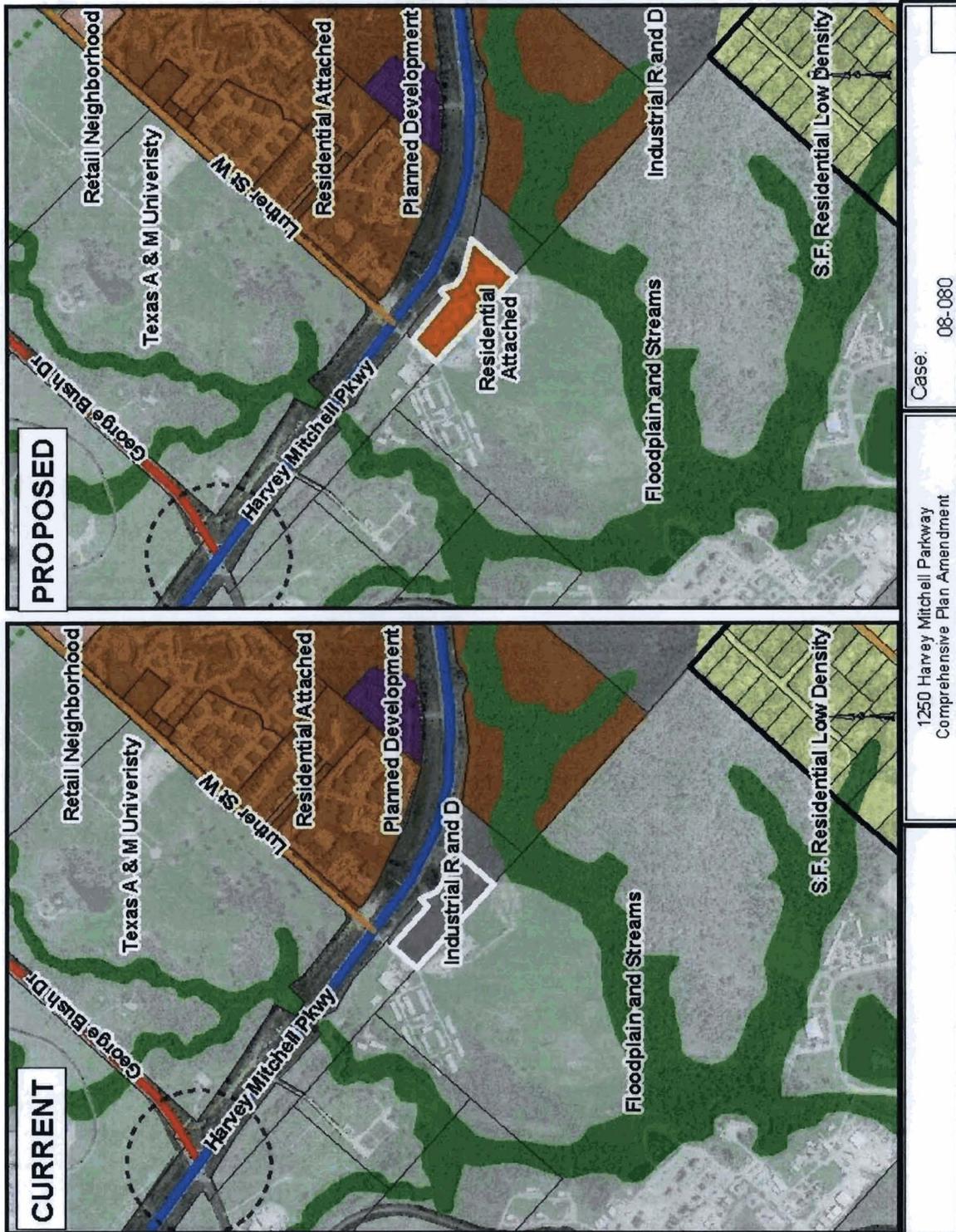
City Attorney

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 6.2 acres generally located at 1250 Harvey Mitchell Parkway is amended from Industrial/R&D to Residential Attached, as shown on the attached Exhibit "B".

EXHIBIT "B"



May 22, 2008
Regular Agenda Item 3
Rezoning for BCS Development Tract

To: Glenn Brown, City Manager

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

Agenda Caption: Public hearing, presentation, possible action, and discussion regarding a rezoning of 71.09 acres from A-O Agricultural-Open to R-1 Single Family Residential for the property located at 450 William D. Fitch Parkway, generally located southwest of the intersection of Barron Road and William D. Fitch Parkway.

Recommendation(s): The Planning & Zoning Commission heard this item on May 1, 2008 and unanimously recommended approval of the rezoning with a vote of 7-0. Staff also recommended approval of the rezoning request.

Summary: The subject request was analyzed for compliance with the review criteria for a rezoning as stated in the Unified Development Ordinance as follows:

REVIEW CRITERIA

1. **Consistency with the Comprehensive Plan:** The Comprehensive Plan was recently amended to reflect Single Family Residential, Medium Density and Floodplains & Streams for this property and the R-1 Single Family Residential zoning district is an appropriate district to implement the Land Use Plan. While there is no FEMA floodplain on this property, the land designation was assigned to the areas found on the Land Use Map to reflect the low elevations of an existing creek.
2. **Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:** Over the past few years, this area has experienced the development of several medium density residential developments including the Castlegate, Castlerock, Edelweiss Gartens, Sonoma, and Southern Trace Subdivisions. The proposed zoning request would continue the pattern of single family residential development along this section of William D. Fitch Parkway.
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 proposed zoning permits single family homes to be built at a medium density which is in keeping with the Comprehensive Plan and many surrounding newly developed properties. The medium density development would allow a transition from William D. Fitch Parkway, a highway on the City's Thoroughfare Plan to low density residential further south. The subject request is also sensitive to the existing creek found between the two areas being rezoned. That area will remain A-O to prohibit development near the creek.
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:** The existing zoning of the subject property is A-O Agricultural Open. Agricultural and low density residential uses are not ideal for properties located along highways; however, the A-O designation will remain for the portion of the larger tract that is classified as

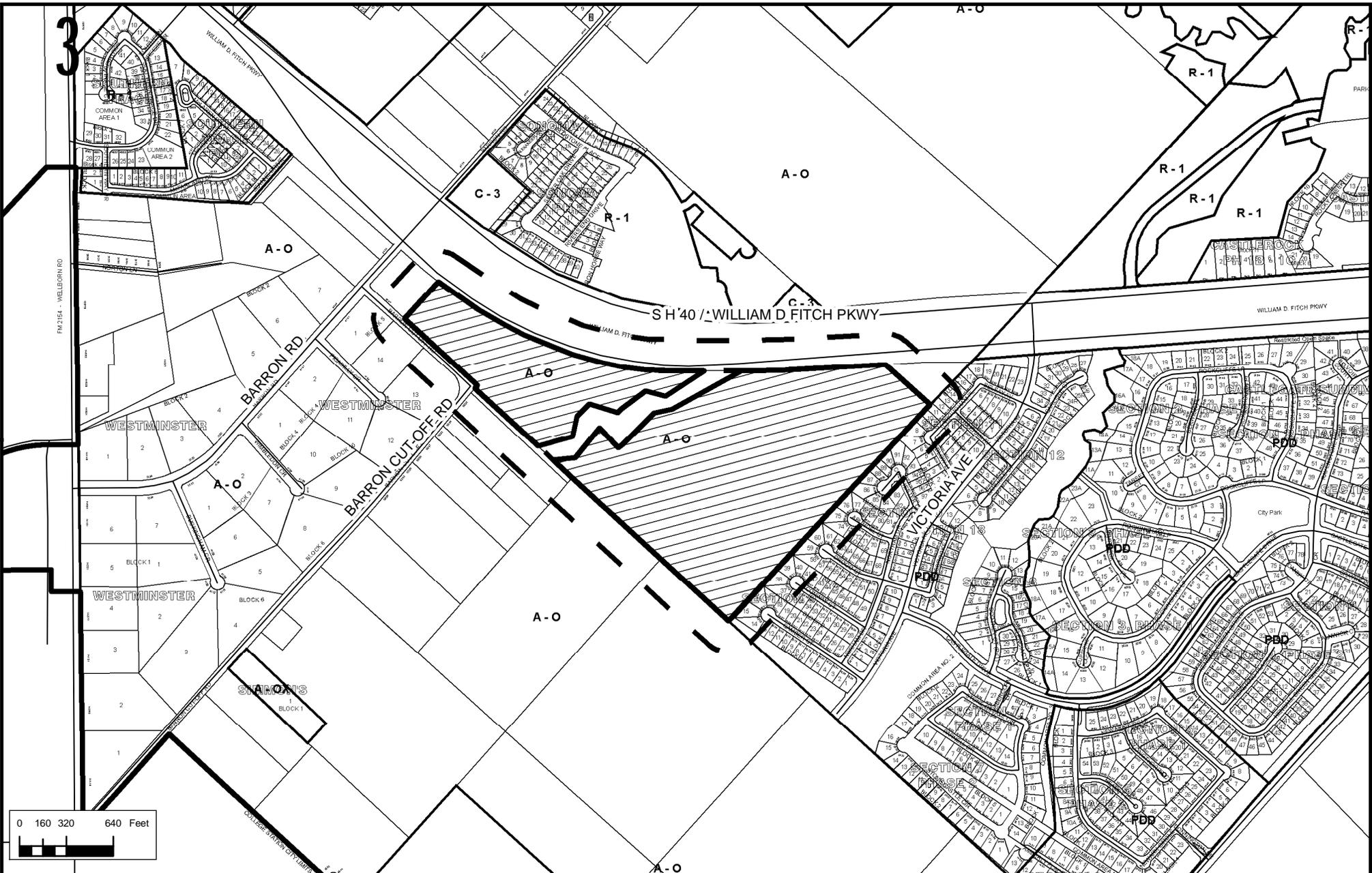
Floodplains & Streams. There is no FEMA floodplain on this property, but the areas surrounding the creek on the property will remain A-O to prohibit development near such low areas.

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 proposed rezoning for the subject property would allow the property owner to market single family homes as recommended by the Comprehensive Plan Land Use Plan rather than acreage lots as permitted by the current zoning district.
6. **Availability of water, wastewater, stormwater, and transportation facilities generally suitable and adequate for the proposed use:** There is an existing 15-inch sanitary sewer main available to serve this property. Water mains will need to be extended in order to provide service to the property. Drainage is mainly to the north within the Spring Creek basin. All utilities shall be designed in accordance with BCS Unified Design Guidelines at the time of Platting and Site Development.

Budget & Financial Summary: None.

Attachments:

1. Small Area Map
2. Draft Planning & Zoning Commission Meeting minutes, May 1, 2008
3. Ordinance



Zoning Districts

A - O	Agricultural Open	R - 3	Townhouse	C - 3	Light Commercial	WPC	Wolf Pen Creek Dev. Corridor
A - OR	Rural Residential Subdivision	R - 4	Multi-Family	M - 1	Light Industrial	NG - 1	Core Northgate
R - 1	Single Family Residential	R - 6	High Density Multi-Family	M - 2	Heavy Industrial	NG - 2	Transitional Northgate
R - 1B	Single Family Residential	R - 7	Manufactured Home Park	C - U	College and University	NG - 3	Residential Northgate
R - 2	Duplex Residential	A - P	Administrative/Professional	R & D	Research and Development	OV	Corridor Overlay
		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

450 WILLIAM D FITCH PKWY
120

Case:

08-035

REZONING



MINUTES
PLANNING AND ZONING COMMISSION
Regular Meeting
Thursday, May 1, 2008
at 7:00 p.m.
City Hall Council Chambers
1101 Texas Avenue
College Station, Texas

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

COMMISSIONERS ABSENT: None

CITY COUNCIL MEMBERS PRESENT: John Crompton

CITY STAFF PRESENT: Senior Planner Jennifer Prochazka, Staff Planners Crissy Hartl, Jason Schubert, Lauren Hovde and Matt Robinson, Graduate Civil Engineer Josh Norton, Acting Development Engineer Carol Cotter, Assistant Director Lance Simms, First Assistant City Attorney Carla Robinson, Action Center Representative Carrie McHugh and Staff Assistant Brittany Caldwell

4. Public hearing, presentation, possible action, and discussion regarding a rezoning of 71.09 acres from A-O Agricultural-Open to R-1 Single-Family Residential for the property located at 450 William D. Fitch Parkway, generally located southwest of the intersection of Barron Road and William D. Fitch Parkway. **Case #08-00500035 (CH)**

Crissy Hartl, Staff Planner, presented the rezoning and recommended approval.

Commissioner Dictson asked if floodplain and streams goes through the property.

Carol Cotter, Acting Development Engineer, stated that the stream is not FEMA regulated floodplain, but there is floodplain associated with the stream.

Chairman Nichols opened the public hearing.

Dale Brown, McClure and Brown, stated he was available for questions.

Chairman Nichols closed the public hearing.

Commissioner Sanford motioned to recommend approval of the rezoning. Commissioner Schroeder seconded the motion, motion passed (7-0).

ORDINANCE NO. _____

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

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

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

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

PASSED, ADOPTED and APPROVED this 22nd day of May, 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:

I.

The following property is rezoned from A-O Agricultural-Open to R-1 Single Family Residential:

19.12 Acres
Robert Stevenson Survey, A-54
College Station, Brazos County, Texas

Being all that certain tract or parcel of land, lying and being situated in the Robert Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas and being a part of the 75.07 acre tract described in the deed from Wayne A. Dunlap, et al to BCS Development Company recorded in Volume 6985, Page 42, of the Official Records of Brazos County, Texas (O.R.B.C) and being more particularly described by metes and bounds as shown in Exhibit "B" and graphically shown in Exhibit "D."

II.

The following property is rezoned from A-O Agricultural-Open to R-1 Single Family Residential:

51.97 Acres
Robert Stevenson Survey, A-54
College Station, Brazos County, Texas

Being all that certain tract or parcel of land, lying and being situated in the Robert Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas and being a part of the 75.07 acre tract described in the deed from Wayne A. Dunlap, et al to BCS Development Company recorded in Volume 6985, Page 42, of the Official Records of Brazos County, Texas (O.R.B.C) and being more particularly described by metes and bounds as shown in Exhibit "C" and graphically shown in Exhibit "D."

FIELD NOTES
PROPOSED R-1 ZONING DISTRICT
19.12 ACRES

Being all that certain tract or parcel of land, lying and being situated in the Robert Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas, and being a part of the 75.07 acre tract described in the deed from Wayne A. Dunlap, et al to BCS Development Company recorded in Volume 6985, Page 42, of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at the northwest corner of the said 75.07 acre BCS Development Company tract, said corner also being in the southeast line of the called 4.00 acre Edward E. Thomas Jr. et ux tract described in Volume 1577, Page 136 (O.R.B.C.) and said corner also being in the south right-of-way line of State Highway No. 40;

THENCE: along the said south right-of-way line of State Highway No. 40 for the following eleven (11) calls:

- 1) S 51° 24' 07" E for a distance of 11.84 feet for corner,
- 2) S 53° 15' 41" E for a distance of 134.68 feet for corner,
- 3) S 55° 37' 11" E for a distance of 213.41 feet for corner,
- 4) S 59° 45' 42" E for a distance of 213.41 feet for corner,
- 5) S 63° 12' 47" E for a distance of 142.29 feet for corner,
- 6) S 68° 02' 43" E for a distance of 355.54 feet for corner,
- 7) S 74° 26' 54" E for a distance of 213.31 feet for corner,
- 8) S 78° 20' 31" E for a distance of 142.09 feet for corner,
- 9) S 82° 25' 44" E for a distance of 141.96 feet for corner,
- 10) S 87° 39' 24" E for a distance of 212.50 feet for corner,
- 11) S 89° 49' 19" E for a distance of 235.00 feet for corner,

THENCE: through the said 75.07 acre tract for the following eight (8) calls:

- 1) S 57° 17' 58" W for a distance of 316.42 feet for corner,
- 2) N 75° 51' 18" W for a distance of 138.01 feet for corner,
- 3) S 54° 06' 48" W for a distance of 198.74 feet for corner,
- 4) S 42° 12' 36" W for a distance of 43.12 feet for corner,
- 5) N 72° 36' 58" W for a distance of 202.38 feet for corner,
- 6) S 45° 20' 27" W for a distance of 123.33 feet for corner,
- 7) S 11° 18' 54" W for a distance of 137.18 feet for corner,
- 8) S 73° 55' 35" W for a distance of 270.81 feet for corner in the southwest line of the said 75.07 acre tract,

THENCE: along the beforementioned southwest line for the following three (3) calls:

- 1) N 47° 54' 56" W for a distance of 212.15 feet for corner,
- 2) N 46° 35' 25" W for a distance of 415.43 feet for corner and
- 3) N 48° 07' 00" W for a distance of 668.21 feet to the west corner of the said 75.07 acre tract,

THENCE: N 42° 02' 47" E for a distance of 369.77 feet to the POINT OF BEGINNING and containing 19.12 acres of land, more or less.

FIELD NOTES
PROPOSED R-1 ZONING DISTRICT
51.97 ACRES

Being all that certain tract or parcel of land, lying and being situated in the Robert Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas, and being a part of the 75.07 acre tract described in the deed from Wayne A. Dunlap, et al to BCS Development Company recorded in Volume 6985, Page 42, of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a corner marking the northeast corner of the said 75.07 acre BCS Development Company tract, said corner also being in the southwest line of the called 217.5 acre Gary Seaback tract described in Volume 2597, Page 186 (O.R.B.C.) and said corner also being in the south right-of-way line of State Highway No. 40;

THENCE: S 48° 07' 48" E along the common line of the said 75.07 and 217.5 acre tracts for a distance of 397.31 feet to the east corner of the said 75.07 acre tract, the south corner of the said 217.5 acre tract and said corner also being in the northwest line of CASTLEGATE SUBDIVISION, SECTION 11 as recorded in Volume 5780, Page 84 (O.R.B.C.);

THENCE: S 42° 41' 10" W along the southeast line of the beforesaid 75.07 acre tract for a distance of 2025.47 feet to the south corner of the said 75.07 acre tract;

THENCE: along the southwest line of the said 75.07 acre tract for the following four (4) calls:

- 1) N 48° 02' 20" W for a distance of 641.67 feet for corner,
- 2) N 40° 10' 25" E for a distance of 23.02 feet for corner,
- 3) N 48° 12' 30" W for a distance of 811.64 feet for corner and
- 4) N 47° 54' 56" W for a distance of 170.21 feet for corner;

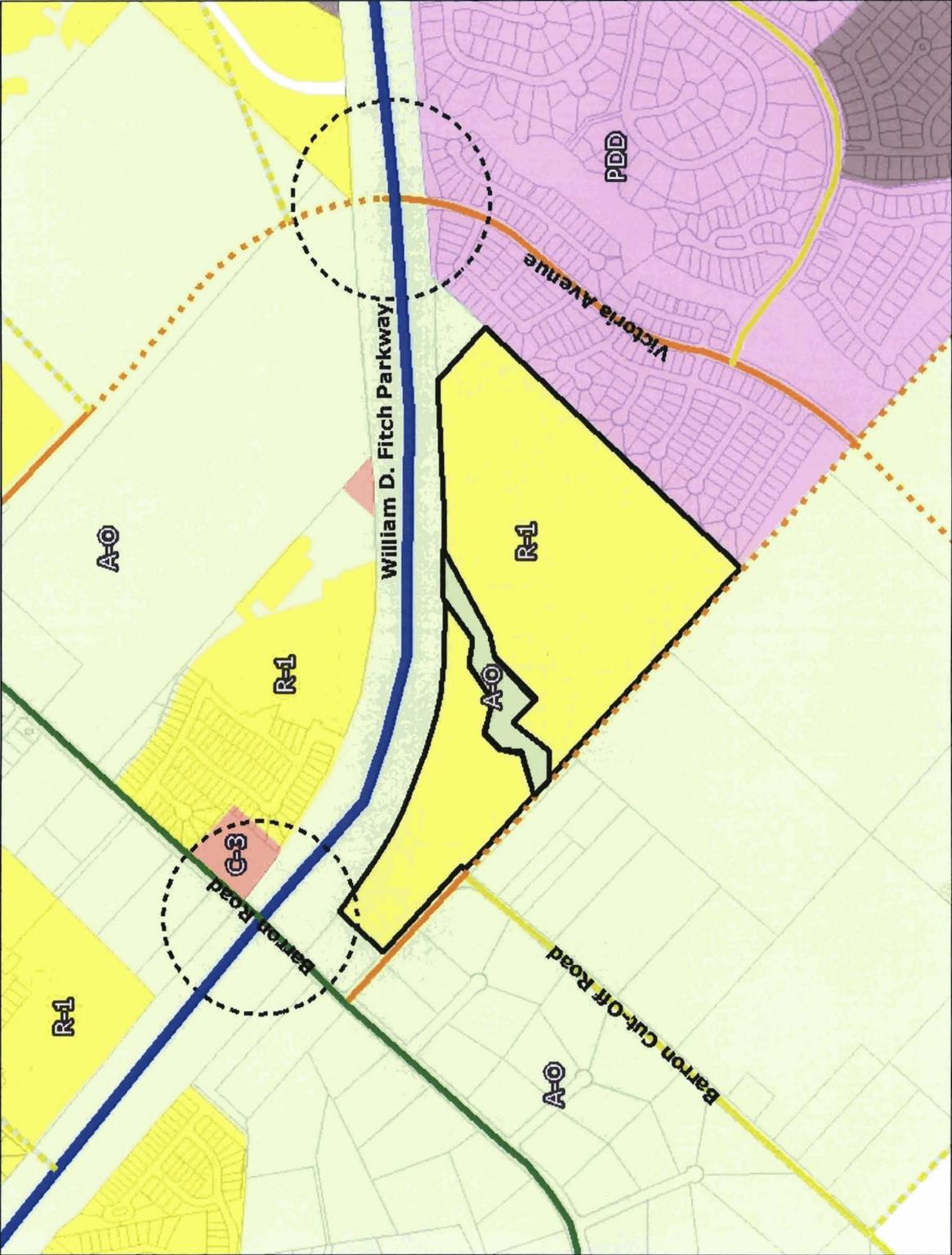
THENCE: through the said 75.07 acre tract for the following seven (7) calls:

- 1) N 84° 34' 15" E for a distance of 154.44 feet for corner,
- 2) N 38° 58' 18" E for a distance of 263.62 feet for corner,
- 3) S 42° 51' 05" E for a distance of 187.37 feet for corner,
- 4) N 55° 02' 18" E for a distance of 46.15 feet for corner,
- 5) N 43° 56' 02" E for a distance of 295.37 feet for corner,
- 6) N 78° 07' 03" E for a distance of 127.53 feet for corner and
- 7) N 61° 20' 57" E for a distance of 527.20 feet for corner;

THENCE: along the said south right-of-way line of State Highway No. 40 for the following three (3) calls:

- 1) N 88° 56' 32" E for a distance of 181.17 feet for corner,
- 2) N 88° 37' 36" E for a distance of 131.40 feet for corner and
- 3) N 86° 10' 24" E for a distance of 682.97 feet to the POINT OF BEGINNING and containing 51.97 acres of land, more or less.

EXHIBIT "D"



May 8, 2008
Regular Agenda Item 4
College Main Sidewalks Final Design Presentation

To: Glenn Brown, City Manager

From: Chuck Gilman, Director of Capital Improvement Department

Agenda Caption: Public Hearing, presentation, possible action and discussion concerning Approval to advertise the College Main Sidewalks Project for construction bids.

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

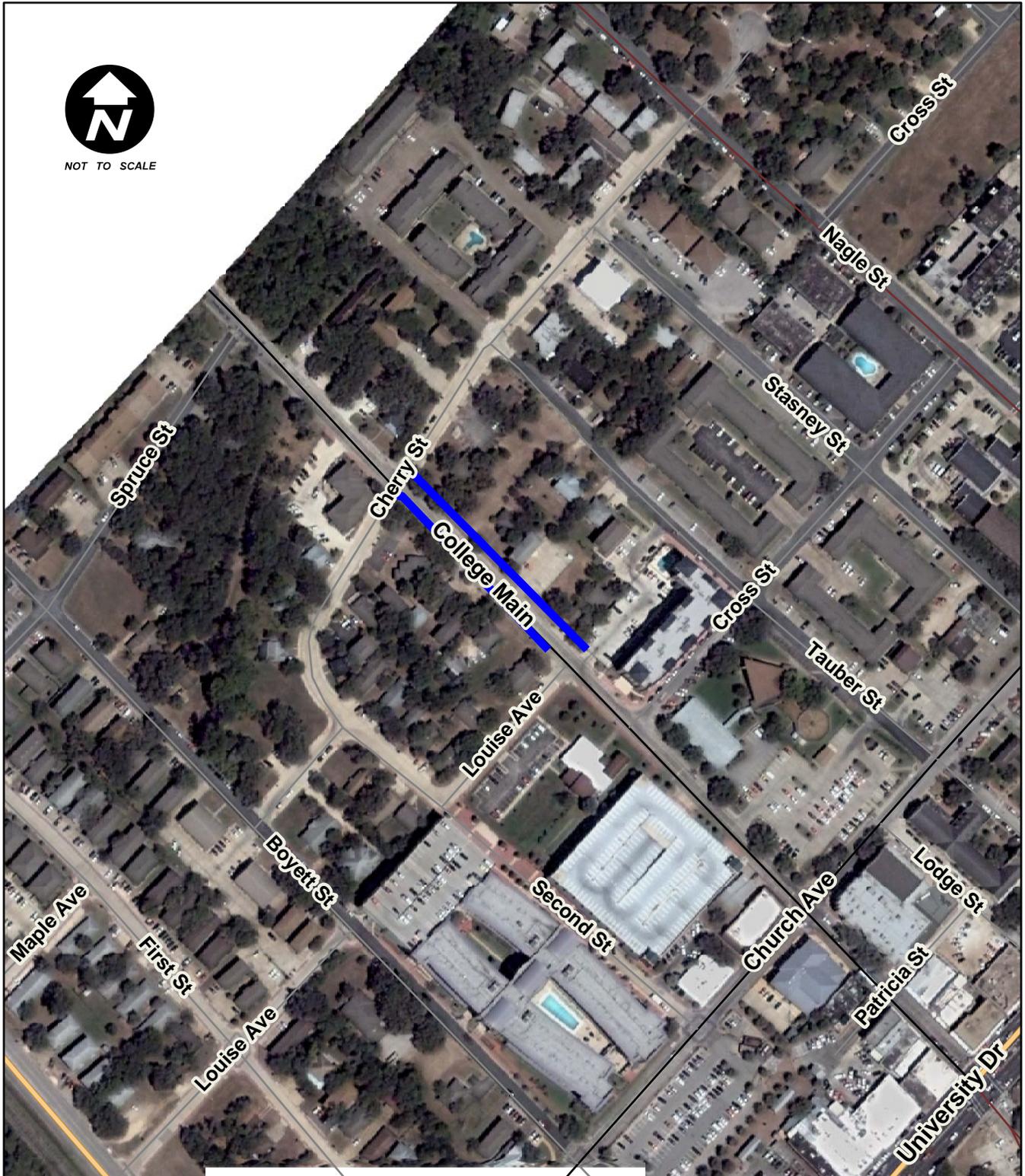
Summary: The College Main sidewalks project provides for the construction of new sidewalks between Louise and Cherry Streets on College Main. The design calls for ten (10) foot wide, brick paver, sidewalks to be constructed including pedestrian benches and street trees in accordance with the Northgate Design Guidelines.

Budget & Financial Summary: This project is part of the Tauber-Stasney Rehabilitation and Northgate Sidewalks Project. The design was funded through Community Development Block Grant (CDBG) funds. Construction is to be funded through CDBG funds and street funds. The estimated cost of construction is \$219,000.00.

Attachments:

- 1.) Project Location Map

College Main Sidewalks Project Location Map



May 22, 2008
Regular Agenda Item 5
Public Hearing and Consideration of Budget Amendment #2

To: Glenn Brown, City Manager

From: Jeff Kersten, Chief Financial Officer

Agenda Caption: Public Hearing, possible action, and discussion on an ordinance Budget Amendment #2 amending ordinance number 2999 which will amend the budget for the 2007-2008 Fiscal Year and authorizing amended expenditures in the amount of \$7,997,702 and increase the number of regular full-time positions in the budget by two; and presentation, possible action and discussion on budget transfers between departments and approval of a contingency transfer.

Recommendation(s): Staff recommends the City Council hold the public hearing on Budget Amendment #2, and approve the budget amendment ordinance, budget transfers and contingency transfer.

Summary: The proposed budget amendment is to increase appropriations in the 2007-2008 budget by \$7,997,702 and to increase the number of regular full-time positions in the budget by two. The charter of the City of College Station provides for the City Council to amend the annual budget in the event there are revenues available to cover increased expenditures and after holding a public hearing on such budget amendment. A number of items have been identified that need to be considered in a budget amendment. A number of items have also been identified that need to be considered in a budget transfer. Attached is a list of the items in the proposed budget amendment as well as those in the proposed budget transfer and contingency transfer.

Budget & Financial Summary: The City has resources or can reasonably expect resources to cover each of the appropriations in this budget amendment. Budget transfers do not affect the overall budget within a fund, they shift resources within the fund.

Attachments:

1. Budget Amendment #1 Detail List, Budget transfer detail list
2. Ordinance

Fiscal Year 2007-2008 Budget Amendment #2 Detail Listing

The proposed budget amendment is to increase the appropriations for the items listed below by \$7,997,702.

- 1. (Residual Equity) Transfer to Print-Mail: \$117,510**
The Print-Mail fund dissolved effective October 1, 2007. This Internal Service Fund had been operating at a deficit and dissolved with negative net assets of \$117,510. Staff allocated the deficit between the General Fund, the Water fund and the Utility Customer Service Fund – the funds that primarily used the Print-Mail services – based on the average level of support from those funds during the tenure of the Print-Mail Fund. Staff waited until after the independent audit to bring this item to Council for approval. The transfer in to Print-Mail (\$117,510) comes from transfers out from General Fund in the amount of \$72,856 (62%); transfers out of the Water Fund in the amount of \$8,226 (7%); and transfers out of the Utility Customer Service Fund in the amount of \$36,428 (31%).
- 2. OASPR (Office of Assistant Secretary of Preparedness and Response) Grant: \$56,600**
This 100% federal grant (CFDA #93.889) provided for equipment purchases by the Emergency Management Division of the Fire Department to enhance the response capabilities to terrorist threats or catastrophic events. The disbursement of these funds and the approval of grant participation went to Council January 24, 2008 as Consent item #2m. This \$56,600 budget amendment increases the Fire Department’s budget for the purchase of the equipment and recognizes the federal grant revenue in the General Fund budget.
- 3. Police Department Justice Assistance Grant (JAG) Grant: \$30,219:**
This item appropriates the resources for the City’s portion of the 100% 2007 Edward Byrne Memorial Justice Assistance Grant Program (CFDA# 16.579 – grant # 2007-DJ-BX-1002) award through their inter-local agreement application with the City of Bryan and Brazos County. This \$30,219 amendment increases the police department’s budget for the purchase of police equipment as well as increasing the police federal grant revenue budget by the same amount.
- 4. Additional FTE in CIP department for Project Manager – New Graduate Engineer to be funded from Water/Wastewater (7 pay periods): \$20,923**
This item increases the FTE (full time equivalency) personnel count by one FTE in the General Fund, an additional Graduate Engineer who will act as Project Manager for Water and Wastewater CIP projects. This position will be funded via transfers from the Water and Wastewater fund salary savings. Staff estimates that funding will be needed for 7 pay periods in FY08.
- 5. Additional FTE in ED Department – Economic Analyst (11 pay periods): \$24,609:**
This item reclassifies the current temp/seasonal position to a full time equivalent (FTE) position in Economic Development. Eleven (11) pay periods need funding in FY08 for this new position. The funds are available for this item in the General Fund balance.
- 6. Channel 19 Improvements: \$10,500**
The Communications Department Staff requests the latest EG fee receipt to improve CSTV-19 operations and support programming identified in the Communications Plan as well as new initiative being developed, such as “Greening College Station.” \$10,500 has been received into project GG0407 and is available in the General Fund balance.
- 7. Efficiency Time Payment Fund – Recording system to become Court of Record: \$5,385**
This request increases the budget allocation in the Efficiency Time Payment Fund for a Court Recording System, enabling the Municipal Court to become a Court of Record. Funds are available in the Efficiency Time Payment Fund balance.
- 8. Discovery Drive Extension (ST0804): \$544,021**
On January 10, 2008, Council approved an agreement between the City, Texas A&M and TxDOT authorizing TxDOT to design and construct Pedestrian Improvements on University Drive and agreeing that, in exchange, the City will construct an extension to Discovery Drive on the Texas A&M University campus. The funds that had been previously appropriated to the University Drive Pedestrian

Improvements project have been transferred to the Discovery Drive project. However, as the original schedule for the University Drive Pedestrian Improvements construction was later, a portion of the budget has not been appropriated. This item will appropriate the remaining budget for this project in the Streets Capital Improvement Projects Fund. The Funds for this portion of the appropriation are available in the Streets Capital Improvement Projects Fund balance.

9. University Drive TXDOT ROW (ST0807): \$237,200

On February 14, 2008, Council approved an AFA with TxDOT to provide funds for City's estimated 10% of the costs of right-of way and utility relocations needed for the University Drive Widening project. The estimated cost is \$484,200. A portion of the budget (\$247,000) for this expenditure was previously appropriated 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. Funds for this project are available in the Streets Capital Improvement Projects Fund balance, and this item will appropriate the remaining budget for this project in the Fund.

10. Eagle Drive Extension (ST0809): \$800,000

On February 14, 2008, Council directed staff to proceed with the construction of Eagle Avenue Extension. The extension will improve access and traffic in the area in advance of the development of a new elementary school on the property behind Cypress Grove Intermediate School on Graham Road. This project was not included in the FY08 CIP as it was not known at the time that the project would be completed. The project will be funded through Certificates of Obligation and this item will appropriate the budget for this project in the Streets Capital Improvement Projects Fund.

11. W.D. Fitch Widening Phase II (ST0520): \$4,021,500

The current budget for W.D. Fitch Widening Phase II project is \$3,300,000. It is estimated that additional funds in the amount of \$1,230,000 will be needed for construction of the project. Certificates of Obligation will be issued for a portion of the additional funds. In addition the project is being completed earlier than was anticipated when the FY08 CIP budget was developed, therefore the budget for construction has not yet been appropriated. \$508,500 has been appropriated to date. This item will appropriate the remaining budget for this project in the Streets Capital Improvement Projects Fund.

12. Wellborn Landscaping (ST0812): \$92,984

On April 10, 2008, Council approved an AFA with TxDOT to install, as part of the Wellborn Road Widening project, landscape and hardscape improvements on Wellborn Road from just south of 2818 to just south of State Highway 40. The AFA was in an amount not to exceed \$92,984. Funds for this project are available in the Streets Capital Improvement Projects Fund balance, but were not budgeted in FY08 as the project had not been included in the CIP. This item will appropriate the budget for this project in the Streets Capital Improvement Projects Fund.

13. Bike Loop (ST0521): \$400,000

On April 24, 2008, Council approved an AFA with TxDOT for the construction of pedestrian improvements in the State right-of-way at the Longmire and FM2818 intersection. These improvements are part of the Bike Loop project. A portion of the funds for this project have been appropriated. As the timing is this project is earlier than was expected when the FY08 CIP was developed, it is necessary to appropriate the remaining funds for the project. This item will appropriate the remaining budget for this project in the Streets Capital Improvement Projects Fund.

14. Gabbard Park Improvements (ST0704): \$17,255

The Gabbard Park Improvements project was funded using Community Development Block Grant funds. The project came in over budget, however, by \$17,255. The additional funds are available in the Zone 6 Parkland Fund balance but have not been appropriated. This item will appropriate the funds for this project in the Zone 6 Parkland Dedication Fund.

15. Steve Beachy Park Signage (PK0823): \$28,996

On January 24, 2008, Council approved the recommendation to rename Central Park in College Station to "Stephen C. Beachy Central Park." Funds for the replacement of the signs at the park were not

budgeted, but are available in Zone 3 Parkland Dedication Fund balance. This item will appropriate the funds for this project in the Zone 3 Parkland Dedication Fund.

16. Memorial Cemetery Construction (GG9905): \$1,340,000

On March 27, 2008, Council approved a construction contract for the construction of the Phase I of the Memorial Cemetery of College Station. The construction bid approved exceeded the funds available for the project. Certificates of Obligation will be issued for the balance of required funding. Funds in the amount of \$7,950,000 have been appropriated to date and additional appropriations in the amount of \$1,340,000 are needed. This item will appropriate the remaining budget for this project in the General Government Capital Improvement Projects Fund.

17. Electric Training Room Facility Project: \$250,000

On December 13, 2007, Council approved a contract for the construction of the College Station Utilities Meeting and Training Facility. This facility is being constructed across from the Utility Service Center. The project is being funded through Utility Revenue Bonds. The budget for the project is \$2,000,000 but additional funds will be needed. This item will appropriate the additional budget for this project in the Electric Capital Improvement Projects Fund.

Fiscal Year 2007-2008 Budget/Contingency Transfer Detail Listing

The proposed budget transfers do not increase or decrease the overall budget. Rather, the budget transfers shift resources between departments within a fund. When budget adjustments among Departments and/or funds are necessary, Council approval is required. In addition, contingency transfers greater than \$15,000 must be approved by Council.

1. Police Master Plan: \$94,750 (General Fund Contingency Transfer)

The Council approved hiring Carroll Buracker & Associates to create a Police master Plan for \$94,750. This action transfer budget from General Fund contingency to the Police Department to provide appropriation for this item.

2. Greenways Program Manager from Parks to Planning & Development Development: \$60,041

The Greenways Program Manager, budgeted in the Parks Department for FY 08, moved to the Planning and Development Department. This action moves the budget to follow the position.

3. From Public Works Department to Capital Improvement Projects Department: \$121,070

This is to correct an error made in calculation of the original budget transfer from Public Works to set up the new CIP Department.

ORDINANCE NO. _____

AN ORDINANCE (BUDGET AMENDMENT 2) AMENDING ORDINANCE NUMBER 2999 WHICH WILL AMEND THE BUDGET FOR THE 2007-2008 FISCAL YEAR AND AUTHORIZING AMENDED EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, the City Council of the City of College Station, Texas, approved its Budget Ordinance for the 2007-2008 Fiscal Year on September 13, 2007; and

WHEREAS, the City Council of the City of College Station, Texas, desires to amend the approved Budget Ordinance; and

WHEREAS, this amendment was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the Charter of the City of College Station, Texas, after notice of said hearing having been first duly given; now, therefore,

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

Part 1: That Part 1 of the Budget Ordinance for the 2007-2008 Fiscal Year is amended to read as follows:

"PART 1: That the proposed budget as amended by the City Council of the City of College Station, which is made a part hereof to the same extent as if set forth at length herein, is hereby adopted and approved, a copy of which is on file in the Office of the City Secretary in College Station Texas. Amended appropriations for fiscal year 2007-2008 for the General Fund are \$58,556,304, for the Efficiency Time Payment Fund are \$13,585, for the Utility Customer Service Fund are \$2,626,619, for the Streets Capital Improvement Projects Fund are \$10,040,444, for the Parkland Dedication Funds are \$757,214, for the General Government Capital Improvement Projects Fund are \$7,199,723, for the Electric Capital Improvement Projects Fund are \$12,518,757, and for the Water Fund are \$12,422,552. Amended regular full and part-time positions is 836.0. All other appropriations as originally adopted and amended by the City Council remain in full force and effect."

Part 2: That this ordinance shall become effective immediately after passage and approval.

PASSED and APPROVED this _____ day of _____, 2008.

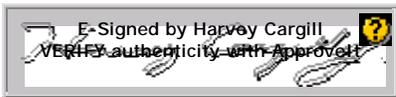
ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:



City Attorney

May 22, 2008
Regular Agenda Item 6
First Reading Amending Atmos Franchise
to Include a Fee Increase

To: Glenn Brown, City Manager

From: Hayden Migl, Assistant to the City Manager

Agenda Caption: Presentation, possible action, and discussion regarding the first reading of an ordinance amending the current gas franchise with Atmos Energy Corporation to increase the franchise fee from four percent (4%) to five percent (5%).

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

Summary: Pursuant to the recent Settlement Agreement, at a city's request, Atmos will approve the execution of or amendment to the city's franchise agreement to increase franchise fee payments to the individual city. The agreement, which caps the increase at a maximum of five (5) percent of gross revenues for gas sold within city limits, is effective for franchise payments made on May 1, 2008 or the effective date of the amendment changing the franchise agreement, whichever is later. The requested increase will be calculated on gross revenue from the prior year or quarter, with the payment being made for the privilege of gas operations during the current period.

This is the first of three required readings to approve the franchise fee increase. Three readings are necessary since the increase changes the existing franchise agreement with Atmos.

Budget & Financial Summary: A franchise fee increase of one percent (1%) is expected to result in an increase to the average residential customer's monthly bill by \$0.50 to \$0.60. The expected addition in revenue to the City from this increase is approximately \$85,000 annually.

Attachments:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE EXISTING GAS FRANCHISE BETWEEN THE CITY OF COLLEGE STATION AND ATMOS ENERGY CORPORATION TO PROVIDE FOR A DIFFERENT CONSIDERATION; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR ACCEPTANCE BY ATMOS ENERGY CORPORATION; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Atmos Energy Corporation (“Company”) is engaged in the business of furnishing and supplying gas to the general public in the City, including the transportation, delivery, sale, and distribution of gas in, out of, and through the City for all purposes, and is using the public streets, alleys, grounds and rights-of-ways within the City for that purpose under the terms of a franchise ordinance duly passed by the governing body of the City and duly accepted by Company or its predecessor in interest; and

WHEREAS, the City and Company desire to amend said franchise ordinance to provide for a different consideration; now, therefore,

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

PART 1: The consideration payable by Company for the rights and privileges granted to Company by the franchise ordinance duly passed by the governing body of this City and accepted by Company or its predecessor in interest is hereby changed to be five percent (5%) of the Gross Revenues, as defined in the franchise ordinance.

PART 2: Franchise payments shall be made on the dates prescribed in the existing franchise and shall be for the rights and privileges as set forth in the existing franchise.

PART 3: This ordinance shall take effect on May 1, 2008. Company shall, within thirty (30) days from the receipt of this ordinance, file its written acceptance of this ordinance with the Office of the City Secretary in substantially the following form:

To the Honorable Mayor and City Council:

Atmos Energy Corporation, acting by and through the undersigned authorized officer, hereby accepts in all respects, on this the ____ day of _____, 2008, Ordinance No. _____ amending the current gas franchise between the City of College Station and Atmos Energy Corporation.

Atmos Energy Corporation

By _____

Vice President, Mid-Tex Division

PART 4: In all respects, except as specifically and expressly amended by this ordinance, the existing franchise ordinance heretofore duly passed by the governing body of the City shall remain in full force and effect.

PART 5: The City shall provide a copy of this Ordinance to Mr. David Park, VP of Rates and Regulatory Affairs, Atmos Energy Corp., 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240, no later than ten (10) business days after its final passage and approval.

PART 6: It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, this the 22nd day of May, 2008, at which meeting a quorum was present and voting.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED:



City Attorney

ORDINANCE NO. _____

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First Consideration and Approval: _____

Second Consideration and Approval: _____

Third Consideration and Approval: _____

May 22, 2008
Regular Agenda Item 7
City of College Station Land Exchange

To: Glenn Brown, City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding adoption of a resolution awarding the sale, exchange or combination thereof regarding approximately 5 acres of land owned by the City of CS located near the intersection of Jones Butler Road and Dowling Road

Recommendation(s): To be provided at the May 22nd Council Meeting

Summary: The City has advertised for bids involving the exchange of approximately 5 acres of land near the intersection of Jones Butler Road and Dowling Road. The purpose of the exchange is to permit the future relocation of Jones Butler Road while continuing to accommodate the construction of a new electric sub-station and the expansion of the existing water facilities.

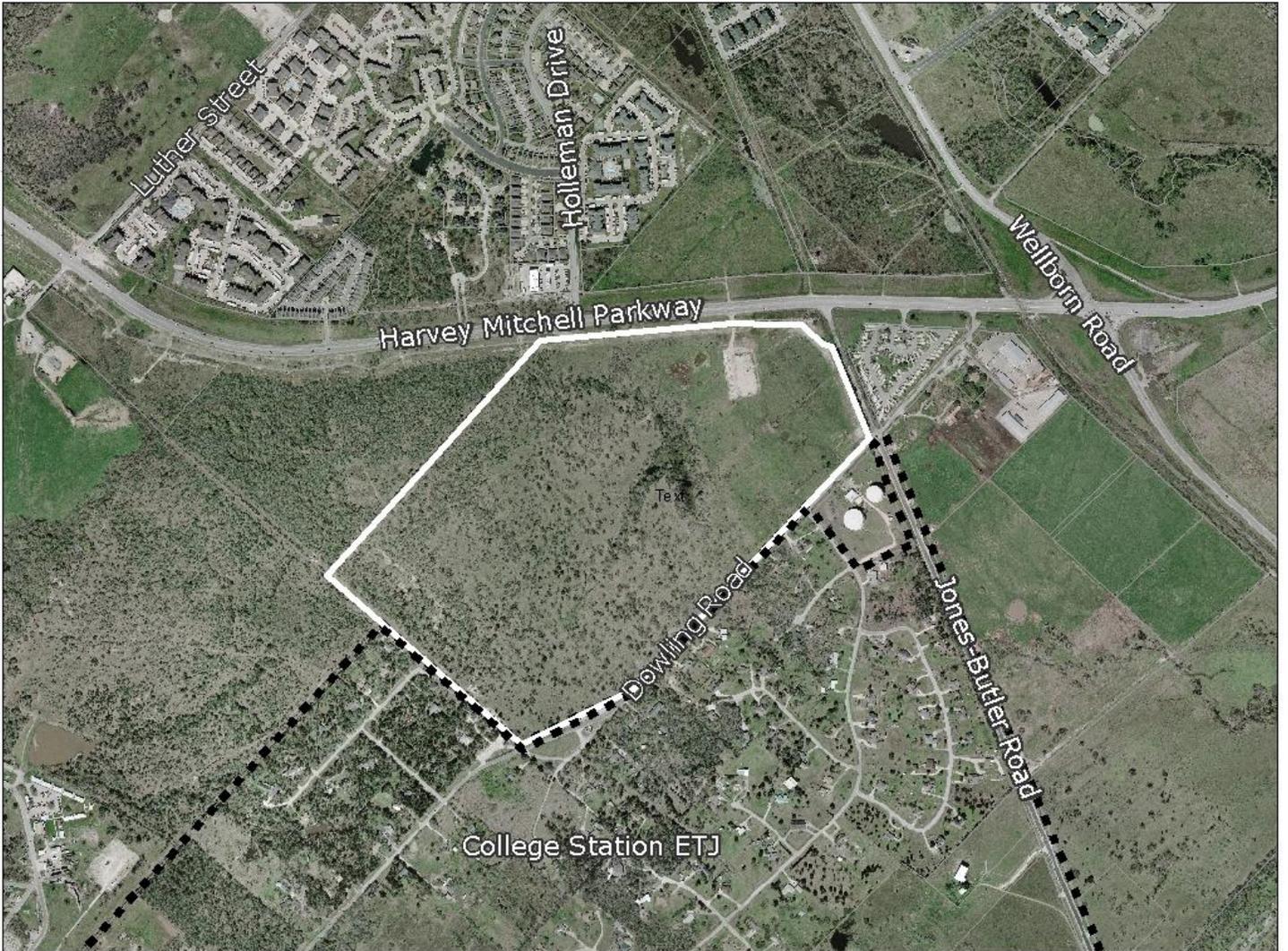
With the proposed removal of the Jones Butler/FM2818 intersection as part of the FM2818/FM2154 TxDOT improvement the staff began exploring options to accommodate a future re-location of the roadway to eventually intersect with FM2818 at Holleman. The required routing of this road conflicts with the proposed location of a new electric sub-station and the expansion of the existing water facilities. If the City were to successfully exchange a part of the land it owns in the area for another tract of land in the area the proposed electric substation could be relocated thereby permitting the placement of a relocated road.

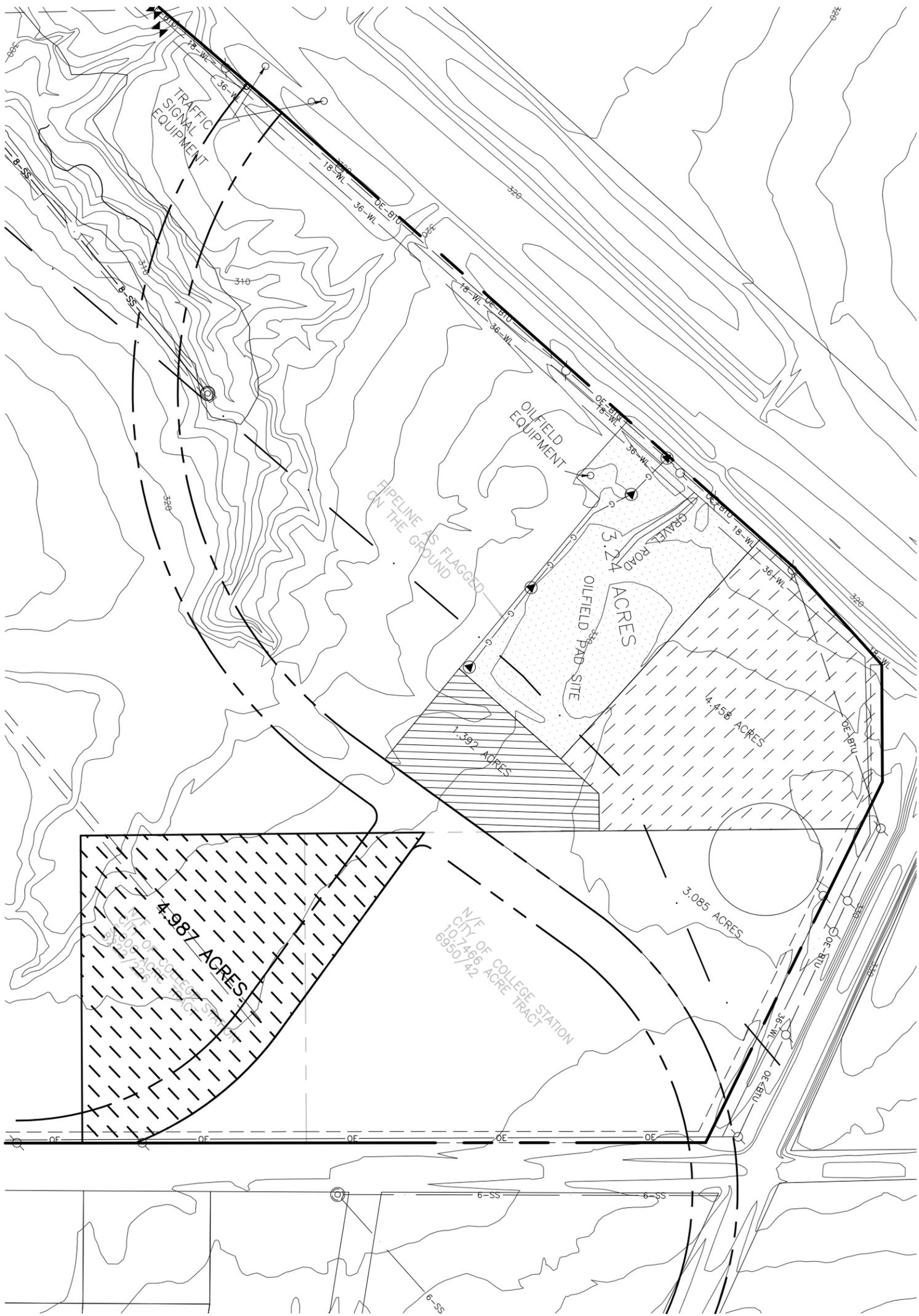
Bids received by the City are scheduled to be open and considered on May 16th. Staff from the City Manager's Office, Planning & Development Services, Public Works, Electric Utilities, Water Utilities, and Legal have been involved in several discussions about this opportunity and will be prepared to answer additional questions at the Council meeting on the 22nd.

Budget & Financial Summary: TBD and presented at the May 22nd Council Meeting

Attachments:

1. Aerial Photo of Property
2. Representation of City property offered for exchange
3. Bid Proposal(s) (to be provided at Council Meeting)
4. Resolution (to be provided at Council Meeting)





RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AWARING A BID RELATING TO THE SALE OR EXCHANGE OF REAL PROPERTY LOCATED NEAR JONES BUTLER ROAD AND DOWLING STREET IN THE CITY OF COLLEGE STATION.

WHEREAS, the City of College Station, Texas, solicited bids for the sale or exchange of _____ acres of real property located near Jones Butler Road and Dowling Street as further described in Exhibit "A" attached hereto; and

WHEREAS, the anticipated use of such exchanged property will be for electrical and water utility purposes requiring immediate possession for the preparation of improvements related thereto; and

WHEREAS, the selection of _____ exchanging approximately _____ acres of land is being recommended as the bid award; now therefore,

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

PART 1: That the facts and recitations set forth in the preamble of this resolution are hereby declared true and correct.

PART 2: That the City Council hereby awards the bid for the sale or exchange of _____ acres of land owned by the City as described in Exhibit "A" to _____ in exchange for such entity's _____ acres of land as further described in Exhibit "B" attached hereto.

PART 3: That the City Council hereby approves and authorizes the execution of the real estate contract with _____ for the sale or exchange of its property described above as set forth in Exhibit "C" attached hereto.

PART 4: That the City Council hereby approves and authorizes the execution of the Possession and License Agreement as set forth in Exhibit "D" attached hereto allowing for the immediate commencement of improvements.

PART 5: That City staff is hereby authorized and directed to take any and all reasonable actions to give effect to the foregoing.

PART 6: 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