



Mayor
 Ron Silvia
Mayor Pro Tempore
 John Happ
City Manager
 Glenn Brown

Council Members
 Ben White
 Ron Gay
 Lynn McIlhenny
 Chris Scotti
 David Ruesink

Agenda
College Station City Council
Workshop and Regular Meetings
Thursday, May 25, 2006 1:30 pm
City Hall Council Chambers, 1101 Texas Avenue
College Station, Texas

1. Presentation of service awards. Swearing in of elected officials from the May 13, 2006 College Station General Election and presentation of Certificates of Election.
2. Presentation, possible action, and discussion on items listed on the consent agenda.
3. Presentation, possible action, and discussion regarding giving a local preference in bid/contract awards in accordance with Local Government Code 271.0951.
4. Presentation, possible action, and discussion on an overlay zoning district for the property located at the intersection of Greens Prairie Road (SH 40) and State Highway 6 South.
5. Presentation, possible action, and discussion regarding City office space needs and develop a site plan for the remaining city owned property on Krenek Tap Rd.
6. Presentation, possible action, and discussion on future agenda items: A Council Member may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.
7. Council Calendars

May 18-22	Making Cities Livable Conference – Santa Fe – La Fonda Hotel
May 23	Collaborative Partnership Announcement – Annenberg Presidential Conference Center – 4:00 p.m. – 5:30 p.m.

May 24	Special Meeting - Canvass of Election – Noon – Council Chambers
May 25	City Council Workshop and Regular Meeting – 1:30 p.m.
May 26	Interdisciplinary Life Sciences Building Groundbreaking – TAMU – 3:00 p.m. – 4:00 p.m.
May 29	Office Closed
May 31	International Faith Dialogue Student Association BBQ Luncheon – Central Park Pavilion – Noon – 1:30 p.m.
June 2	TML Open Govt. Workshop – Austin – 8 a.m. – 5 p.m.
June 4	B/CS Summer Grand Slam Tennis Tournament Banquet – The Zone – 7 p.m. – 9 p.m.
June 6	Community Impact Award Luncheon – Briarcrest Country Club – 11:45 a.m. – 1:00 p.m.
June 8	City Council Workshop and Regular Meeting 3:00 p.m.
June 14	Newman 10 Business Performance Awards Luncheon – Hilton Bluebonnet Room – 11:30 a.m. – 1:00 p.m.
June 19	IGC Meeting – TAMU – Noon – 1:30 p.m.
June 20	Council Transportation Committee Meeting – Admin Conf. Rm. – 4:30 p.m. – 6:00 p.m.
June 22	City Council Workshop and Regular Meeting 3:00 p.m.
June 29-30	College Station City Council Retreat

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

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

- a. TCEQ Docket No. 2002-1147-UCR, Applications of Brushy Water Supply and College Station (Westside/Highway 60)
- b. TCEQ Docket No. 2003-0544MWD, Application of Nantucket, Ltd.
- c. TXU Lone Star Gas Rate Request.
- d. Cause No. 03-002098-CV-85, *Brazos County, College Station v. Wellborn Special Utility District*
- e. 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*
- f. Civil Action No. H-04-3876, U.S. District Court, Southern District of Texas, Houston Division *JK Development v. College Station*
- g. GUD No. 9530 – Gas Cost Prudence Review, Atmos Energy Corporation
- h. GUD No. 9560 – Gas Reliability Infrastructure Program (GRIP) rate increases, Atmos Energy Corporation
- i. Cause No. GN-502012, Travis County, *TMPA v. PUC* (College Station filed Intervention 7/6/05)

Competitive Matter {Gov't Code Section 551.086}; possible action

The City Council may deliberate, vote, or take final action on a competitive matter in closed session. The City Council must make a good faith determination, by majority vote of the City Council, that the matter is a Competitive Matter. A “Competitive Matter” is a utility-related matter that the City Council determines is related to the City of College Station’s Electric Utility Competitive Activity, including commercial information, which if disclosed would give advantage to competitors or prospective competitors. The following is a general representation of the subject(s) to be considered as a competitive matter.

- a. Discuss power supply contract for electric utility

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. The proposed city convention center and associated privately developed hotel
- b. Gameday/Café Eccell
- c. Mixed Use redevelopment project – Church Avenue
- d. Radakor, LLC – Mixed Use redevelopment projects in Northgate

Personnel {Gov't Code Section 551.074}; possible action

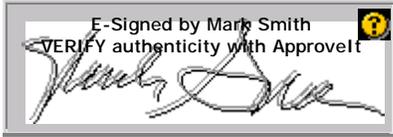
The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer. After executive session discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:

- a. City Manager evaluation

10. Final Action on executive session, if necessary.

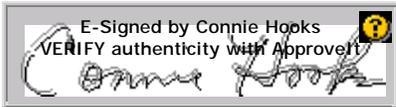
11. Adjourn.

APPROVED:



Acting City Manager

Notice is hereby given that a Workshop Meeting of the City Council of the City of College Station, Texas will be held on the May 25, 2006 at 1:30 p.m. at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda
Posted this 22nd day of May, 2006 at 12:00 p.m.



City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City’s website, www.cstx.gov . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on May 22, 2006 at 12:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

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

Dated this ____ day of _____, 2006.

CITY OF COLLEGE STATION, TEXAS

By _____

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

Notary Public – Brazos County, Texas

My commission expires: _____

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

Agenda
College Station City Council
Regular Meeting
Thursday, May 25, 2006 at 7:00 p.m.
City Hall Council Chamber, 1101 Texas Avenue
College Station, Texas

12. Pledge of Allegiance, Invocation, Consider absence requests, Presentation of International Students from Bangladesh

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

Consent Agenda

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

Vision Statement I - Core Services – We will provide high quality customer focused basic city services at a reasonable cost.

- 13.1 Presentation, possible action, and discussion on consideration of an ordinance modifying Chapter 10, "Traffic Code," Section 2.D of the Code of Ordinances of the City of College Station by updating the Traffic Control Device Inventory – Schedule III to add STOP signs at various intersections.
- 13.2 Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," Section 2.C of the Code of Ordinances of the City of College Station by updating the Traffic Control Device Inventory – Schedule II to include the installation of a four-way stop at the intersection of Jones-Butler Road and Dowling Road.

- 13.3 Presentation, possible action and discussion regarding a participation agreement providing for the City to reimburse Smiling Mallard Development \$78,846.32 for the construction of an oversized sewer line.
- 13.4 Presentation, possible action, and discussion regarding the approval of an interlocal agreement with Brazos County for providing an Internet based law library service on a computer in the Larry J. Ringer Library.
- 13.5 Presentation, possible action, and discussion regarding a resolution approving the construction contract (Contract No. 06-207) with Brazos Valley Services in the amount of \$151,535.00 for the construction of the Central Park Lane Extension Project (ST-0509).
- 13.6 Presentation, possible action, and discussion regarding a resolution awarding the Annual Contract for Janitorial services to Professional Floor and Janitorial Services for all City offices for an annual expenditure of \$190,613.28.
- 13.7 Presentation, possible action, and discussion on a resolution approving a professional services contract with CSC Engineering & Environmental Consultants, Inc. in the amount of \$81,000.00 for the supplemental engineering and environmental services at the Rock Prairie Road Landfill.
- 13.8 Presentation, possible action, and discussion to approve the renewal of the purchasing agreement for liquid chlorine from DXI Industries not to exceed \$51,300.00.
- 13.9 Presentation, possible action, and discussion regarding the renewal of an annual purchasing agreement for dewatering chemical (polymer) with Fort Bend Services, Inc. for \$112,820.00.
- 13.10 Presentation, possible action, and discussion on a resolution approving a five (5) year agreement with Texas Commercial Waste for the lease of slant-top, front-end loading refuse containers for an annual estimated expenditure of \$165,420.
- 13.11 Presentation, possible action, and discussion for rejecting Bid No. 05-06 for printing letterhead, envelopes, and business cards.
- 13.12 Presentation, possible action, and discussion regarding a resolution declaring intention to reimburse expenditures from the issuance of debt.
- 13.13 Presentation, possible action, and discussion on an ordinance amending Chapter 4, Section 1, Subsection C (1) of the code of ordinances relating to the duration of itinerant vendors' permits.

- 13.14 Presentation, possible action and discussion on the renewal agreement with Badger Meter, Inc. for the annual purchase of water meters to be maintained in inventory, Bid No. 04-44, for an annual expenditure of \$101,603.00.
- 13.15 Presentation, possible action, and discussion regarding the annual renewal agreement(s) for Temporary Employment Services with Human Resource Connection in the amount of \$79,000 and Willstaff Worldwide in the amount of \$25,000.
- 13.16 Presentation, possible action and discussion on a request for an Oversized Participation Agreement to upsize a waterline and street improvements for the Waterwood Condominiums in the total amount of \$27,101.00.
- 13.17 Presentation, possible action and discussion on a request for Oversize Participation (OP) for a street and water line improvement in the Westfield Village Subdivision Phases 4 & 5 in the combined total of \$27,723.00.
- 13.18 Presentation, possible action and discussion on a request for Oversize Participation (OP) for a water and sanitary line improvement in the Castlegate Subdivision Phase 6 in the combined total of \$23,198.00.
- 13.19 Presentation, possible action, and discussion to approve a resolution by the City Council of the City of College Station, Texas, directing publication of notice of intention to issue certificates of obligation, series 2006; and providing an effective date.
- 13.20 Presentation, possible action, and discussion on an ordinance denying the proposal by Atmos Energy Corporation to implement interim (GRIP) Gas Reliability Infrastructure Program rate adjustments for gas utility investment in 2005.
- 13.21 Presentation, possible action, and discussion regarding the second reading of an ordinance amending the cable television franchise ordinance (Ordinance No. 2682) pertaining to the assignment of the franchise from Cox Southwest Holdings, L.P. to Cebridge Acquisition, L.P.
- 13.22 Presentation, possible action, and discussion regarding the City Manager's Severance Agreement.

Vision Statement III – Planning and Development – We will provide a well planned community.

- 13.23 Presentation, possible action, and discussion regarding the naming of State Highway 40 and the renaming of Greens Prairie Road to William D. Fitch Parkway.

Vision Statement IV – Economic Development – We will promote a strong and diverse economic environment.

- 13.24 Presentation, possible action, and discussion regarding the Termination of an Economic Development Agreement with VPI Communications, Inc. (Cabletime).

Vision Statement II – Parks and Leisure Services – We will provide a large range of recreational and cultural arts opportunities.

- 13.25 Presentation, possible action, and discussion regarding a recommendation to name a park facility.

Vision Statement I - Core Services – We will provide high quality customer focused basic city services at a reasonable cost.

- 13.26 Presentation, possible action, and discussion regarding approval of minutes for College Station City Council Workshop and Regular Meeting on March 23, 2006, April 13, 2006, April 27, 2006, and May 4, 2006.

Regular Agenda

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

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

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

Vision Statement III – Planning and Development – We will provide a well planned community.

- 14.1 Public hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12, Article 7.4 of the Unified Development Ordinance regulating signs.
- 14.2 Public hearing, presentation, possible action and discussion on an amendment to the Comprehensive Land Use Plan for approximately 1.4 acres from Floodplain to Retail Regional for the area generally located southwest of the intersection of future Decatur Drive and future Arrington Road.
- 14.3 Public hearing, presentation, possible action, and discussion on an ordinance rezoning Spring Creek consisting of one lot on 28.01 acres located at 4300 SH 6 South in the general vicinity of the future intersection of Decatur Drive and Arrington Drive, southwest of the existing intersection of Alexandria Avenue and Decatur Drive **from** R-4, Multi-family, A-O, Agricultural Open, and R-1, Single Family **to** R-1, Single Family Residential, A-P, Administrative Professional, and C-1, General Commercial.
- 14.4 Public hearing, presentation, possible action, and discussion on an ordinance rezoning consisting of one lot on 3.67 acres located at the southeast corner of William D. Fitch Parkway (SH 40) and Barron Road **from** A-O Agricultural-Open **to** C-3 Light Commercial
- 14.5 Public hearing, presentation, possible action, and discussion on a Conditional Use Permit - Use & Site for a Verizon Wireless telecommunications tower located at 1500 Harvey Rd in the general vicinity of Post Oak Mall.

Vision Statement IV – Economic Development – We will promote a strong and diverse economic environment.

- 14.6 Presentation, possible action, and discussion on 1) acceptance of a landowners' petition for the designation of Reinvestment Zone #16 in the Northgate District as provided for under Chapter 311, Tax Code; and 2) a Resolution calling for a public hearing for the creation of Tax Increment Reinvestment Zone #16 as a tax increment financing zone.

Vision Statement I - Core Services – We will provide high quality customer focused basic city services at a reasonable cost.

- 14.7 Presentation, possible action, and discussion regarding a possible appointment to the Board of Directors for the Brazos Valley Veterans Memorial, Inc.

- 15. The City Council may convene the executive session following the regular meeting to discuss matters posted on the executive session agenda for May 25, 2006.
- 16. Final action on executive session, if necessary.
- 17. Adjourn.

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

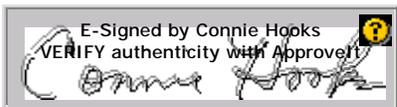
APPROVED:



Acting 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 25, 2006 at 7:00 p.m. at the City Hall Council Chambers, 1101 Texas Avenue, College Station, Texas. The following subjects will be discussed, to wit: See Agenda.

Posted this the 22nd day of May, 2006 at 12:00 p.m.



City Secretary

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of College Station, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said notice on the bulletin board at City Hall, 1101 Texas Avenue, in College Station, Texas, and the City’s website, www.cstx.gov . The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on May 22, 2006 at 12:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

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

Dated this ____ day of _____, 2006.
By _____

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

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

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

**May 25, 2006
Workshop Agenda
Local Preference**

To: Glenn Brown, City Manager

From: Jeff Kersten, Director of Finance & Strategic Planning

Agenda Caption: Presentation, possible action, and discussion regarding giving a local preference in bid/contract awards in accordance with Local Government Code 271.9051.

Recommendation(s): Staff is seeking guidance from Council.

Summary: Local Government Code (LGC) 271.9051 allows the City to give preference to a bidder whose principal place of business is in the municipality and whose bid is within 5% of the lowest bid price. However, the Council must determine in writing that the local bidder offers the best combination of contract price and additional economic development opportunities for the City created by the contract award. On February 23, 2006, Council requested this item be brought forward as a workshop item.

Staff will make a presentation to provide the decision points for the City Council to consider on the Local Preference issue.

Budget & Financial Summary: The financial impact for implementing a local preference policy will vary depending on the guidelines established by Council.

Attachments:

1. Copy of Local Government Code 271.9051

PROPERTY ACQUISITION OR SALE

§ 271.907

government from a bidder who is not a resident of the local government, the local government may enter into a contract with:

- (1) the lowest bidder; or
- (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

(c) This section does not prohibit a local government from rejecting all bids.

Added by Acts 1999, 76th Leg., ch. 996, § 1, eff. Aug. 30, 1999. Amended by Acts 2001, 77th Leg., ch. 480, § 1, eff. Sept. 1, 2001.

Section 2 of Acts 1999, 76th Leg., ch. 996 provides:

"This Act applies only to a contract that is awarded on or after the effective date of this Act."

Section 2 of Acts 2001, 77th Leg., ch. 480 provides:

"The change in law made by this Act affects only a contract that is awarded on or after the effective date of this Act."

§ 271.9051. Consideration of Location of Bidder's Principal Place of Business in Certain Municipalities

(a) This section applies only to a municipality with a population of less than 250,000 that is authorized under this title to purchase real property or personal property that is not affixed to real property.

(b) In purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract with:

- (1) the lowest bidder; or
- (2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of

residents of the municipality and increased tax revenues to the municipality.

(c) This section does not prohibit a municipality from rejecting all bids.

(d) This section does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153. Added by Acts 2005, 79th Leg., ch. 1205, § 1, eff. Sept. 1, 2005.

Section 4 of Acts 2005, 79th Leg., ch. 1205 provides:

"This Act applies only to a contract for which the initial notice soliciting bids is given on or after the effective date of this Act. A contract for which the initial notice soliciting bids is given before that date is governed by the law in effect when the initial notice is given, and the former law is continued in effect for that purpose."

§ 271.906. Reverse Auction Method of Purchasing

(a) A local government, as defined by Section 271.081, may use the reverse auction procedure, as defined by Section 2155.062(d), Government Code, in purchasing goods and services in place of any other method of purchasing that would otherwise apply to the purchase.

(b) A local government that uses the reverse auction procedure must include in the procedure a notice provision and other provisions necessary to produce a method of purchasing that is advantageous to the local government and fair to vendors.

Added by Acts 2001, 77th Leg., ch. 436, § 6, eff. May 28, 2001.

§ 271.907. Vendors That Meet or Exceed Air Quality Standards

(a) In this section, "governmental agency" has the meaning assigned by Section 271.003.

(b) This section applies only to a contract to be performed, wholly or partly, in a nonattainment area or in an affected county, as those terms are defined by Section 386.001, Health and Safety Code.

(c) A governmental agency procuring goods or services may:

(1) give preference to goods or services of a vendor that demonstrates that the vendor meets or exceeds any state or federal environmental standards, including voluntary standards, relating to air quality; or

(2) require that a vendor demonstrate that the vendor meets or exceeds any state or federal environmental standards, including voluntary standards, relating to air quality.

**May 25, 2006
Workshop Agenda
Greens Prairie / SH 6 South Overlay Zoning District**

To: Glenn Brown, City Manager

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

Agenda Caption: Presentation, possible action, and discussion on an overlay zoning district for the property located at the intersection of Greens Prairie Road (SH 40) and State Highway 6 South.

Recommendation(s): Provide feedback and direction to staff regarding an overlay district for the intersection of Greens Prairie (SH 40) and State Highway 6 South.

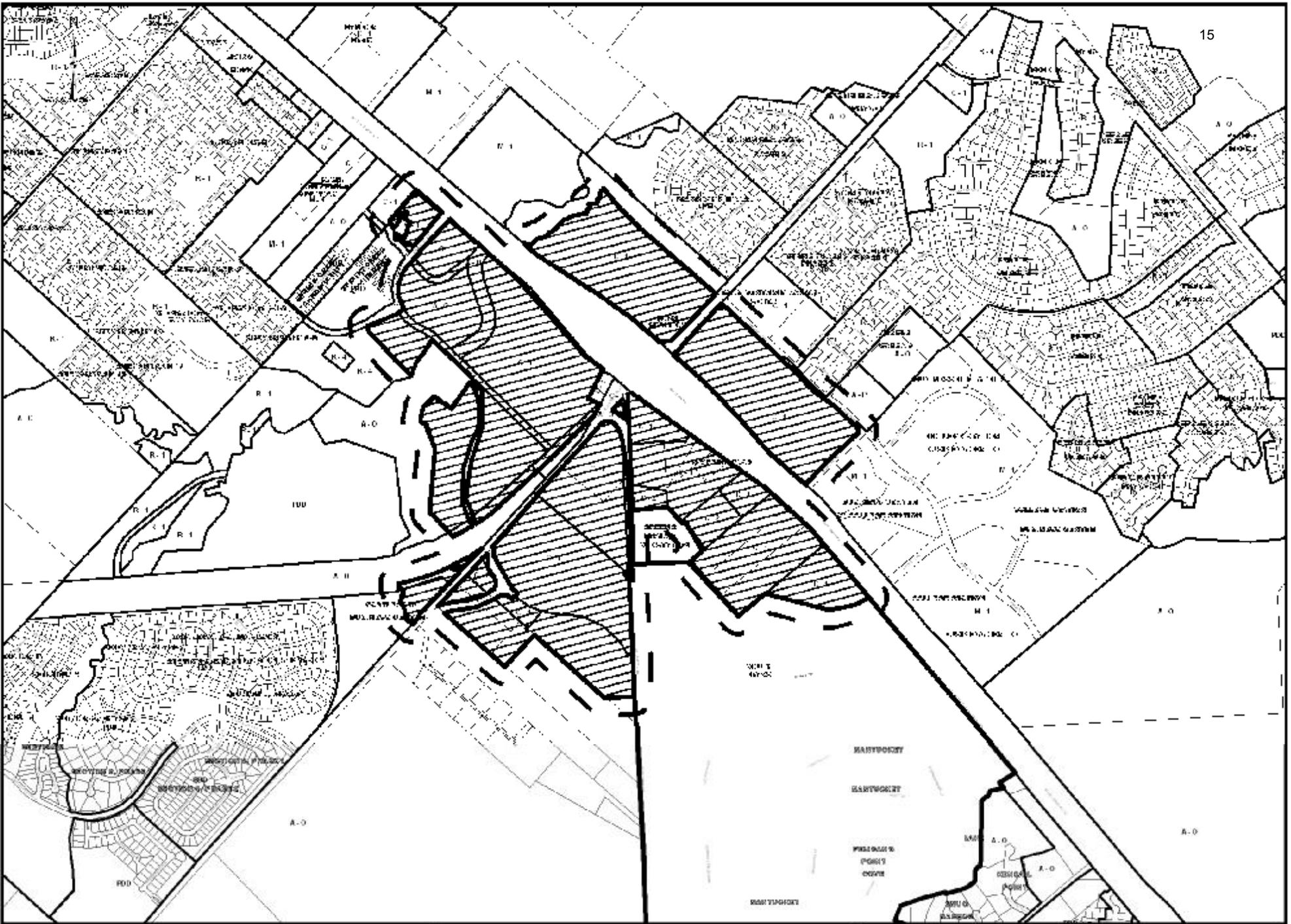
Summary: In late 2005, Staff began the initial formation of a potential overlay zoning district for the southern gateway into College Station. Staff's intent was to apply the overlay to the area of planned commercial development concentrated at the intersection of Greens Prairie (SH 40) and Highway 6 South intersection (see attached map). The City's Comprehensive Land Use Plan designates more than 300 hundred acres of land as Regional Retail in this area.

Staff developed a general outline of various requirements that could be included in an overlay district and conducted a meeting with property owners to receive feedback on the potential overlay zoning district. A summary of this outline is included as an attachment. At this meeting, property owners were generally opposed to additional development regulations and questioned what the City desired beyond the Non-Residential Architectural Standards currently in effect.

Budget & Financial Summary: N/A

Attachments:

1. Small Area Map
2. Outline



DEVELOPMENT REVIEW

GREENS PRAIRIE OVERLAY

Case:
06-28

ORD.
AMENDMENT

DRAFT

William D. Fitch Overlay

This district is established to enhance the image of the William D. Fitch Parkway/State Highway 6 intersection as a major gateway to the College Station community.

Supplemental standards to consider for this district:

Increased Building Setbacks

1. Increase setback along William D. Fitch and State Highway 6 rights of way.

Required Fence Standards

1. Masonry or decorative metal
2. Solid waste screening must be masonry
3. Masonry fences compatible with brick or stone approved as part of the NRA standards.

Changes to Parking Standards

1. Requiring setbacks for parking lots adjacent to access easements
2. Remove NRA configuration, interior island requirements if parking in rear/not visible

Additional Access Requirements

1. Driveway separation
2. Throat depth and width

Additional Signage Requirements

1. Freestanding signs must be monument, no poles allowed
2. Limit height as on University Overlay to 35' or height of building, whichever is shorter (still use ½ distance from ROW requirement)

Additional Landscape Requirements

1. Raise minimum required landscape points

2. Raise minimum caliper tree size
3. Require larger percentage of canopy trees
4. Increase parking screening

Drainage Facilities

1. Screen visible drainage facilities
2. Require underground storm water management

Additional Streetscape

1. Require along rights-of ways and access easements
2. Require between the easement and the sidewalk (Northgate)
3. Required when rear of a building is located within certain distance

Required Hardscape

1. Benches
2. Street lighting
3. Pavers
4. Sidewalks

Additional Non-Residential Architectural Standards

1. All facades must have a minimum percent stone, tile, brick, or granite
2. All facades must have a minimum percent transparent glass.

**May 25, 2006
Workshop Agenda
City Office Space Needs**

To: Glenn Brown, City Manager

From: Don Fazzino, Manager of Special Projects and Legislative Affairs

Agenda Caption: Presentation, possible action, and discussion regarding City office space needs and develop a site plan for the remaining city owned property on Krenek Tap Rd.

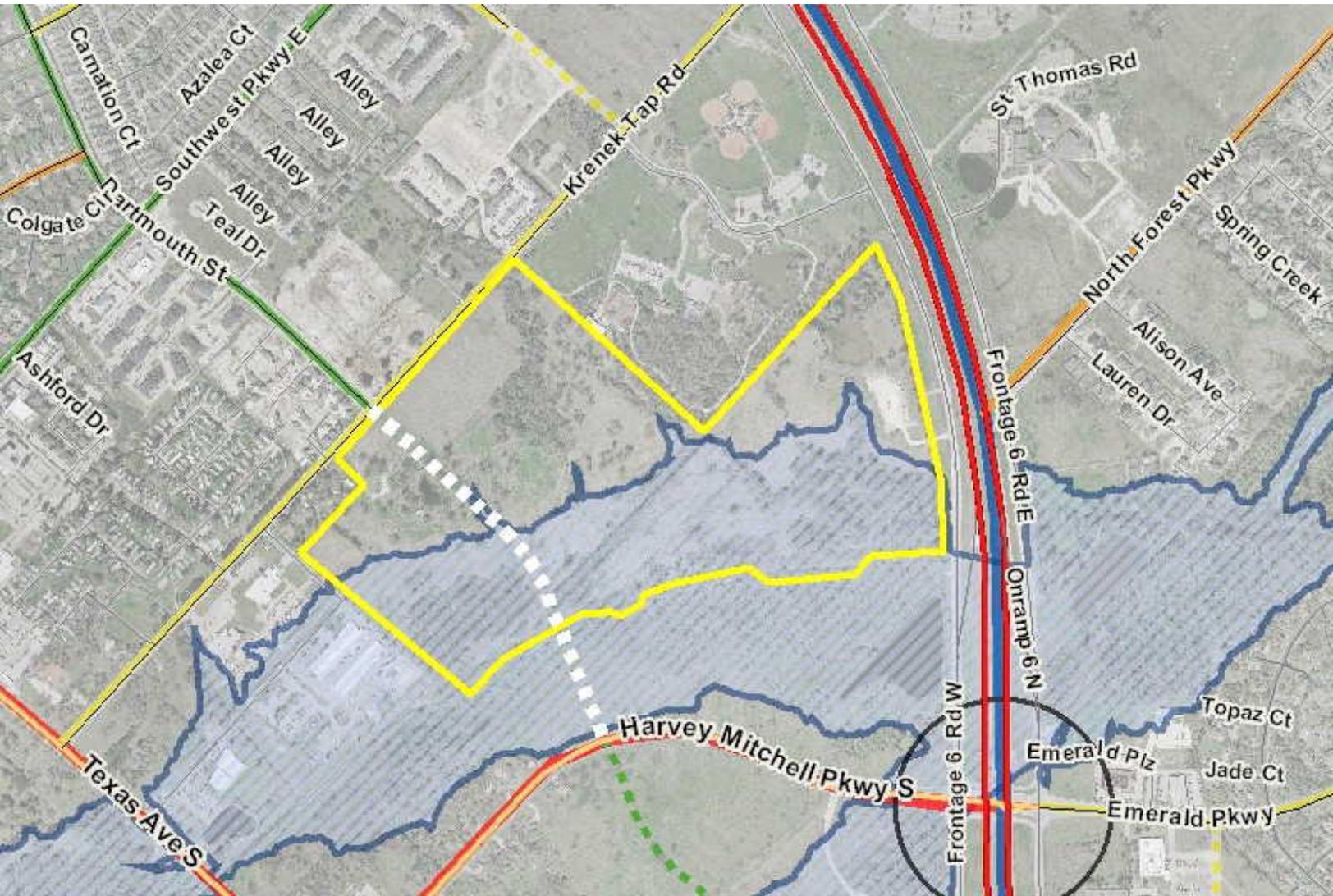
Recommendation(s): Council to provide direction to staff.

Summary: Staff will be giving a presentation of current and short-term space needs for department personnel currently located in City Hall and other facilities as well as potential measures to accommodate City staff. Staff will also discuss the need to plan to begin a site development plan.

Budget & Financial Summary: N/A

Attachments:

1. Map



**March 25, 2006
Consent Agenda
Intersections Controlled with Stop Signs**

To: Glenn Brown, City Manager

From: Charles McLemore, Acting Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on consideration of an ordinance modifying Chapter 10, "Traffic Code," Section 2.D of the Code of Ordinances of the City of College Station by updating the Traffic Control Device Inventory – Schedule III to add STOP signs at various intersections.

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

Summary: This item will modify Chapter 10, "Traffic Code," by updating schedule III of the Traffic Control Device Inventory to add STOP signs at various intersections:

Drogo Court at Victoria Avenue;
Colchester Court at Victoria Avenue;
Ludlow Lane at Victoria Avenue;
Middleham Avenue at Victoria Avenue;
Belsay Avenue at Victoria Avenue;
Victoria Avenue at SH 40 West Frontage Road;
Victoria Avenue at SH 40 East Frontage Road;
Arrington Road at SH 40 West Frontage Road;
Arrington Road at SH 40 East Frontage Road;
Barron Road at SH 40 West Frontage Road;
Barron Road at SH 40 East Frontage Road;
Greens Prairie Road at Arrington Road; and,
Marion Pugh Drive at Holleman Drive West.

The adoption of this ordinance will allow for the enforcement of the stop signs and improve the safety at the intersections.

Budget & Financial Summary: The "Stop" signs are planned operation and maintenance expenses accounted for in the Public Works Traffic Operation budget.

Attachments:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 10, "Traffic Code", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Hundred Dollars (\$200.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 34 of the Charter of the City of College Station.

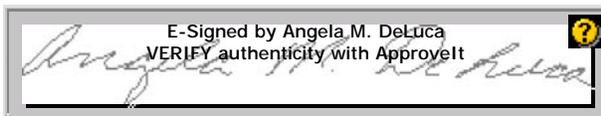
PASSED, ADOPTED and APPROVED this _____ day of _____, 2006.

APPROVED:

RON SILVIA, Mayor

ATTEST:

Connie Hooks, City Secretary



City Attorney

ORDINANCE NO. _____

Page 2

EXHIBIT "A"

That Traffic Control Device Inventory - Schedule III as referenced in Chapter 10, "Traffic Code", Section 2 "Traffic Control Devices", sub-section D "Special Hazard Intersections Controlled by Stop Signs" is hereby amended to include the following:

"Drogo Court at Victoria Avenue
Colchester Court at Victoria Avenue
Ludlow Lane at Victoria Avenue
Middleham Avenue at Victoria Avenue
Belsay Avenue at Victoria Avenue
Victoria Avenue at SH 40 WFR
Victoria Avenue at SH 40 EFR
Arrington Road at SH 40 WFR
Arrington Road at SH 40 EFR
Barron Road at SH 40 WFR
Barron Road at SH 40 EFR
Greens Prairie Road at Arrington Road
Marion Pugh Drive at Holleman Drive West"

May 25, 2006
Consent Agenda
Four-way Stop at the Intersection of Jones-Butler Road and Dowling Road

To: Glenn Brown, City Manager

From: Charles McLemore, Acting Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on consideration of an ordinance amending Chapter 10, "Traffic Code," Section 2.C of the Code of Ordinances of the City of College Station by updating the Traffic Control Device Inventory – Schedule II to include the installation of a four-way stop at the intersection of Jones-Butler Road and Dowling Road.

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

Summary: This item will amend Chapter 10, "Traffic Code," by updating schedule II of the Traffic Control Device Inventory to include the following intersection which changes its operation to a four-way stop:

Jones-Butler Road at Dowling Road

The intersection of Jones-Butler Road and Dowling Road is currently a two-way stop controlled intersection with traffic on Jones-Butler Road required to stop before proceeding through the intersection. A Four-way Stop Warrant analysis was conducted for this intersection with data collected in April 2006, and it was determined that the exiting traffic volumes satisfied the minimum volume warrant identified in the Texas Manual of Uniform Traffic Control Devices for four-way stops. Additionally, the data revealed that the traffic approaching the intersection from all four directions is approximately the same. This is important because the installation of a multi-way stop at an intersection where volumes are not balanced will cause excessive delay on the roadway carrying the significantly higher traffic volume.

The adoption of this ordinance will improve the safety and mobility at the intersection.

Budget & Financial Summary: The "Stop" signs are planned operation and maintenance expenses accounted for in the Public Works Traffic Operation budget.

Attachments:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 10, "Traffic Code", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Hundred Dollars (\$200.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 34 of the Charter of the City of College Station.

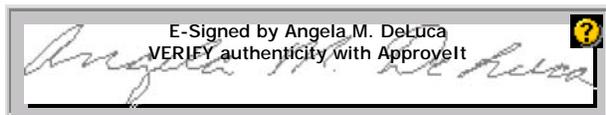
PASSED, ADOPTED and APPROVED this _____ day of _____, 2006.

APPROVED

RON SILVIA, Mayor

ATTEST:

Connie Hooks, City Secretary



City Attorney

ORDINANCE NO. _____

Page 2

EXHIBIT "A"

That Traffic Control Device Inventory - Schedule II as referenced in Chapter 10, "Traffic Code", Section 2 "Traffic Control Devices", sub-section C "Four Way Stop Intersections" is hereby amended to include the following:

"Jones-Butler Road at Dowling Road"

**May 25, 2006
Consent Agenda
Indian Lakes Sewer Participation**

To: Glenn Brown, City Manager

From: Mark Smith, Director of Public Works

Agenda Caption: Presentation, possible action and discussion regarding a participation agreement providing for the City to reimburse Smiling Mallard Development \$78,846.32 for the construction of an oversized sewer line.

Recommendation(s): Staff recommends that Council approve the agreement.

Summary: This agreement provides for the City to pay the additional cost necessary to upsize a section of the sewer line proposed to serve a portion of the Indian Lakes Subdivision in the ETJ. By upsizing this portion of the sewer lines the City benefits by expanding the area that can be served by the sewer line.

Prior Council actions have made this agreement possible. First, on February 9, 2006, Council revised its policy regarding sewer extensions into the ETJ. This was done to support the City's efforts to establish a sewer service area (CCN) outside the city limits. On April 13, 2006 the Council amended the Subdivision Ordinance allowing City participation in the cost of infrastructure development in the ETJ.

Budget & Financial Summary: Funds in the amount of \$250,000 have been budgeted in FY06 in the Wastewater Capital Projects Fund for Oversize Participation and Planning projects. To date, no FY06 Wastewater Oversize Participation and Planning funds have been expended or committed. This project meets the criteria for use of these funds. The contract is for \$79,000, which will reduce the amount available in FY06 for other Wastewater Oversize Participation and Planning projects to \$171,000. It is anticipated that this will be sufficient for future FY06 Oversize Participation and Planning projects.

Attachments:

1. ETJ Participation Agreement
2. Vicinity Map (Exhibit A)
3. Utility Layout (Exhibit B)
4. Indian Lakes Plat (Exhibit C)
5. Engineers Estimate (Exhibit D)
6. Proposed Sewer CCN Map
7. Sewer Extension Policy

ETJ PARTICIPATION AGREEMENT

This Agreement is entered into this _____ day of _____, 200__, by and between the **City of College Station**, a Texas home rule municipal corporation (hereinafter "CITY"), and **Smiling Mallard Development LTD.**, a Texas corporation (hereinafter "DEVELOPER").

WHEREAS, DEVELOPER is developing property within the extraterritorial jurisdiction (ETJ) of the City of College Station, more particularly described as Indian Lakes Subdivision (hereinafter "Development") as depicted and described on a vicinity map, a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, CHAPTER 9 of the CITY OF COLLEGE STATION CODE OF ORDINANCES requires that DEVELOPER conform to CITY's standards and master plans for streets and utilities and pay for all costs of materials and installation of streets, alleys, sidewalks, drainage, and utilities except where CITY agrees to participate in the cost of oversize of such improvements; and

WHEREAS, CITY requests a six-inch (6") and eight-inch (8") gravity sewer line; as depicted in **Exhibit B** (hereinafter "Project"); and

WHEREAS, CITY will benefit from the installation of said sewer line by its expanding the service area and capacity of the CITY sewer system, and

WHEREAS, DEVELOPER has requested that CITY cost participate in said sewer line improvements; and

WHEREAS, the City Engineer has reviewed the data, reports and analysis provided by DEVELOPER's engineers and determined that DEVELOPER's proposal is a benefit to the CITY;

NOW, THEREFORE, for and in consideration of the recitations above and the promises and covenants herein expressed, the parties hereby agree as follows:

I. DEFINITIONS

1.1 Approved Plans means the plans and specifications that meet the requirements of this Oversize Participation Agreement, the City of College Station Codes and Ordinances and any other applicable laws that have been submitted to, reviewed and approved by the City of College Station Development Services Department, the City Engineer.

1.2 CITY or College Station means the City of College Station, a Texas home rule municipal corporation located at 1101 Texas Avenue, College Station, Texas 77840.

Contract No. _____

1.3 Certificate of Acceptance: A certificate issued by the City Engineer stating that the construction conforms to the plans, specifications and standards contained in or referred to in CHAPTER 9 of the CITY OF COLLEGE STATION CODE OF ORDINANCES.

1.4 Effective Date. The date on which this Agreement is signed by the last party whose signing makes the Agreement fully executed.

1.5 Final Completion. The term "Final Completion" means that all the work on the Project has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation, and all closeout documents have been executed and approved by the DEVELOPER, Certificate of Acceptance has been issued for the Project, all Reports have been submitted and Reporting Requirements have been met, and DEVELOPER has fully performed any other requirements contained herein.

1.6 DEVELOPER means Smiling Mallard Development LTD, a Texas limited partnership whose principal office is located at 3608 E. 29th Street, Bryan, Texas 77802.

1.7 Development means Indian Lakes Subdivision Phase One, Brazos County, Texas, as depicted and described on the final plat approved by the Planning and Zoning Commission on December 12, 2002, a copy of which is attached hereto as **Exhibit C**.

1.8 Project means the construction of the lift station, force main and gravity sewer line improvements as detailed in **Exhibit B** attached hereto and incorporated herein by reference.

II. COST PARTICIATION

2.1 CITY agrees to cost participate in the improvements as follows:

1. The difference between the construction of (i) a two and one-half-inch (2½ ") force main and (ii) a six-inch (6") and eight-inch (8") gravity sewer line for a 3,006 linear foot section.

2.2 The total estimated cost of the project is \$273,081. CITY agrees to reimburse DEVELOPER for the actual construction cost not to exceed \$78,846.32.

2.3 The Project must be competitively bid under SECTION 252.002 et seq. of the TEXAS LOCAL GOVERNMENT CODE as amended. The CITY shall be responsible for advertising and obtaining bids for the construction of the Project. DEVELOPER shall pay for all costs associated with advertising, printing, and distributing plans and specifications for the Project.

2.4 The Agreement shall be contingent on City obtaining and approving a qualified contractor at the sole discretion of the City.

2.5 DEVELOPER's engineer's detailed cost estimate of the improvements is attached hereto and incorporated herein as **Exhibit D**.

2.6 This Agreement and payments made hereunder are contingent upon but not limited to each of following terms and conditions:

- (1) the Final Completion of the improvements in accordance with the Approved Plans;
- (2) issuance of Certificate of Acceptance;
- (3) DEVELOPER's compliance with all applicable CITY Codes, Ordinances and standards relating to the Project and its subdivision and development;
- (4) dedication of the land for the right-of-way either by plat or by general warranty deed;
- (5) a current title report as of the date of land dedication and updated within sixty (60) days of the date of this Agreement;
- (6) lien releases or subordinations from all lenders as required by CITY.

2.7 **Payment.** DEVELOPER shall submit the written application for payment within sixty (60) days after Final Completion or DEVELOPER shall be ineligible to receive the payment specified in this Agreement and CITY's obligation to cost participate shall terminate without any liability. Applications may not be submitted prior to Final Completion.

2.8 CITY will pay in one payment within thirty (30) days after receipt of a complete written application for payment from DEVELOPER.

2.9 **Reports, books and other records.** DEVELOPER shall make its books and other records related to the project available for inspection by CITY. DEVELOPER shall submit to CITY any and all information or reports requested to verify the expenditures submitted for oversize participation eligibility including but not limited to contract documents, payment applications, including any supporting information, cancelled checks, copies of construction and engineering documents, as determined by the City Engineer in his sole discretion, for the verification of the cost of the infrastructure detailed in **Exhibit B** of this Agreement. The submission of these reports and information shall be the responsibility of DEVELOPER and shall be certified by DEVELOPER's Licensed Professional Engineer at DEVELOPER's expense and signed by an authorized official of the entity.

III.

GOVERNMENTAL IMMUNITY, INDEMNIFICATION AND RELEASE

CITY is a political subdivision of the state and enjoys governmental immunity. By entering into this Agreement, CITY does not consent to suit, waive its governmental immunity, or the limitations as to damages under the Texas Tort Claims Act.

DEVELOPER agrees to and shall indemnify, hold harmless, and defend CITY and 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,

expert fees and attorney's fees, for injury to or death of any person, or for damage to any property, or for breach of contract, arising out of or in connection with the work done by DEVELOPER under this Agreement, regardless of whether such injuries, death, damages or breach are caused in whole or in part by the negligence of CITY, any other party indemnified hereunder, or the DEVELOPER.

DEVELOPER shall indemnify and hold CITY harmless from any claims of suppliers or subcontractors of DEVELOPER for improvements constructed or caused to be constructed by DEVELOPER.

DEVELOPER shall indemnify and hold CITY harmless from any and all injuries to or claims of adjacent property DEVELOPERs resulting from or relating to their performance under this Agreement.

DEVELOPER assumes full responsibility for the work to be performed hereunder, and releases, relinquishes and discharges CITY, its officers, agents and employees, from all claims, demands, and causes of action of every kind and character, including the cost of defense therefore, for any injury to or death of any persons and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with, DEVELOPER's work to be performed hereunder. This release shall apply whether or not said claims, demands, and causes or action are covered in whole or in part by insurance and regardless of whether or not said claims, demands, and causes of action were caused in whole or in part by the negligence of CITY, any other party released hereunder, or DEVELOPER.

IV. PROJECT AND CONSTRUCTION

4.1 Right to Inspect the Work. CITY may inspect the improvements for compliance with the Approved Plans during construction. In the event that it is determined by CITY that any of the work or materials furnished is not in strict accordance with the Approved Plans, CITY may withhold funds until the nonconforming work conforms to the Approved Plans or terminate this Agreement at CITY's election without any further liability.

4.2 Independent Contractor. DEVELOPER shall be solely responsible for supervising, and paying the construction contractor(s) or subcontractors and for complying with all applicable laws, including but not limited to all requirements concerning workers compensation and construction retainage.

The parties to this Agreement agree and understand that all employees, volunteers, personnel and materials furnished or used by DEVELOPER in the installation of the specified improvements shall be the responsibility of DEVELOPER and shall not be deemed employees or agents of CITY for any purpose.

4.3 Payment for materials and labor. DEVELOPER shall be solely and exclusively responsible for compensating any of its contractors, employees, subcontractors, materialmen

and/or suppliers of any type or nature whatsoever and insuring that no claims or liens of any type will be filed against any property owned by CITY arising out of or incidental to the performance of any service performed pursuant to this Agreement. In the event a statutory lien notice is sent to CITY, DEVELOPER shall, where no payment bond covers the work, upon written notice from the CITY, immediately obtain a bond at its expense and hold CITY harmless from any losses that may result from the filing or enforcement of any said lien notice.

4.4 Affidavit of bills paid. Prior to the issuance of a Certificate of Acceptance of the improvements, DEVELOPER shall provide CITY a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which DEVELOPER has been notified.

4.5 This Agreement does not alter, amend modify or replace any other requirements contained in the Code of Ordinances, Unified Development Code, or other applicable law.

V. GENERAL PROVISIONS

5.1 Amendments. 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.

5.2 Choice of law and Venue. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

5.3 Authority to enter into Agreement. Each party represents that it has the full power and authority to enter into and perform this Agreement. The person executing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The person executing this Agreement on behalf of DEVELOPER represents that he or she is authorized to sign on behalf of DEVELOPER and agrees to provide proof of such authorization to the CITY upon request.

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

5.5 Notice. All notices and documents required herein shall be sent and provided to the parties at the addresses and telephone numbers listed below:

SMILING MALLARD DEVELOPMENT
c/o PAUL J. CLARKE
3608 E. 29TH STREET, SUITE 100
BRYAN, TEXAS 77802

PHONE: (979) 846-4384

FAX: (979) 846-1461

City of College Station
 City Engineer
 P.O. Box 9960
 College Station, TX 77842

With copies to:
 City Attorney and City Manager

1101 Texas Avenue
College Station, TX 77842

All notices and documents shall be deemed received when mailed with sufficient postage and deposited in a regular mailbox of the United States Post Office. The parties may change addresses upon thirty (30) days' written notice sent certified mail, return receipt requested.

5.6 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by DEVELOPER without the prior written approval of the CITY.

5.7 Default. In the event of a breach of this Agreement by DEVELOPER, CITY may terminate this Agreement and exercise any and all legal remedies available to it.

Executed this _____ day of _____, 200__.

SMILING MALLARD DEVELOPMENT LTD.

CITY OF COLLEGE STATION

BY: 
Printed Name: _____
Title: _____

BY: _____
Ron Silvia, Mayor

ATTEST:

Smiling Mallard Development, Ltd
By: Smiling Mallard Management, LLC
Its General Partner
By: Paul J. Clarke, Managing Partner

Connie Hooks, City Secretary

APPROVED:

Glenn Brown, City Manager

Angela M DeLuca

City Attorney

Jeff Kersten, Finance and Strategic Planning
Director

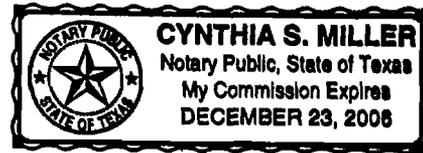
THE STATE OF TEXAS)
) ACKNOWLEDGMENT
COUNTY OF BRAZOS)

Before me, the undersigned authority, on this day personally appeared Paul Clarke as Manager of Smiling Mallard Development, LLC a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 10 day of May, 2006.

Cynthia S. Miller

Notary Public in and for the State of Texas

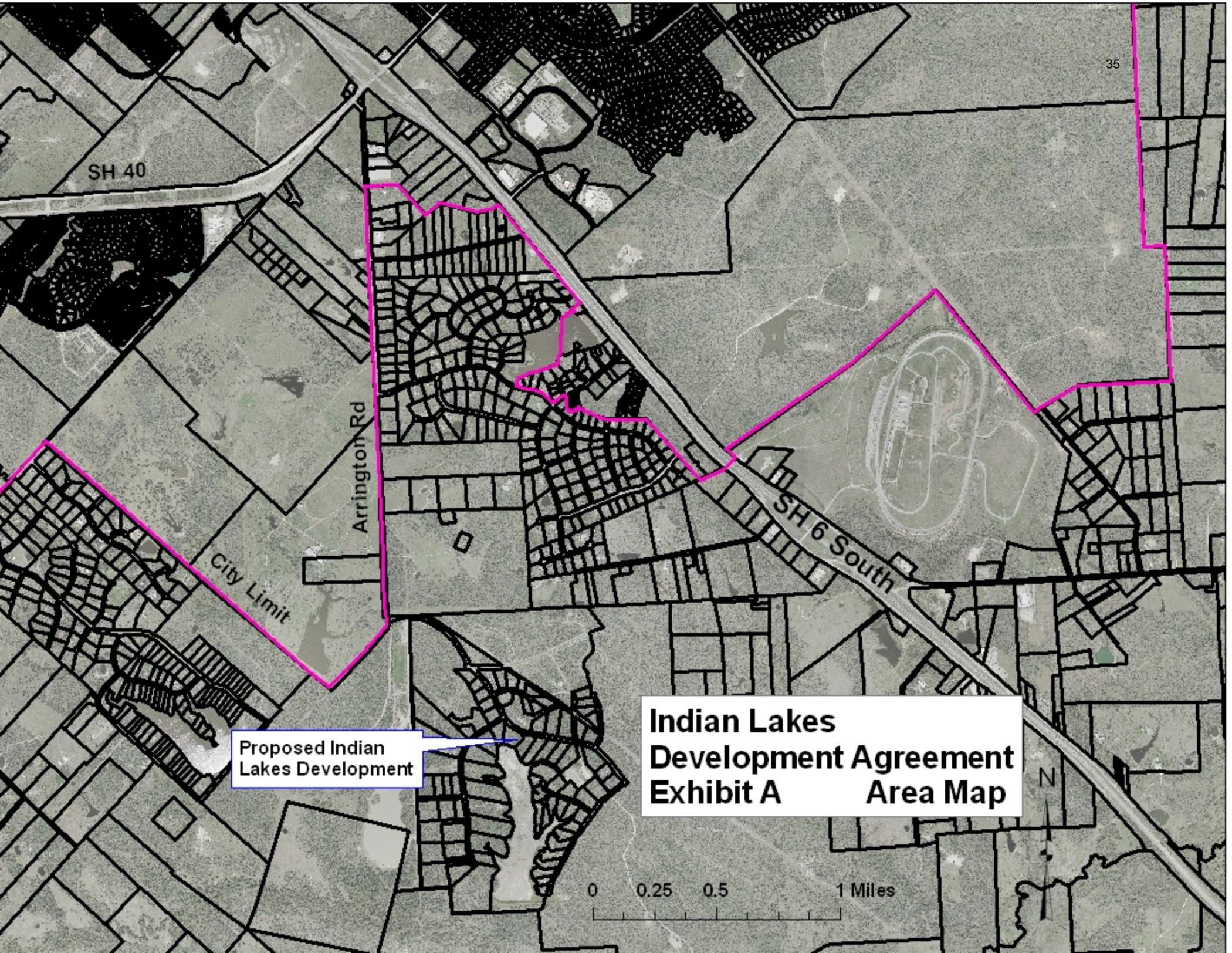


THE STATE OF TEXAS)
)
COUNTY OF BRAZOS) ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared Ron Silvia as Mayor of the City of College Station, a Texas home-rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the ____ day of _____, 200__.

Notary Public in and for the State of Texas



35

SH 40

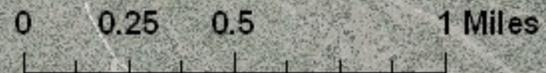
Arrington Rd

City Limit

SH 6 South

Proposed Indian Lakes Development

**Indian Lakes
Development Agreement
Exhibit A Area Map**



N

Annexation Sewer Line

Arrington Rd

SH 6 South

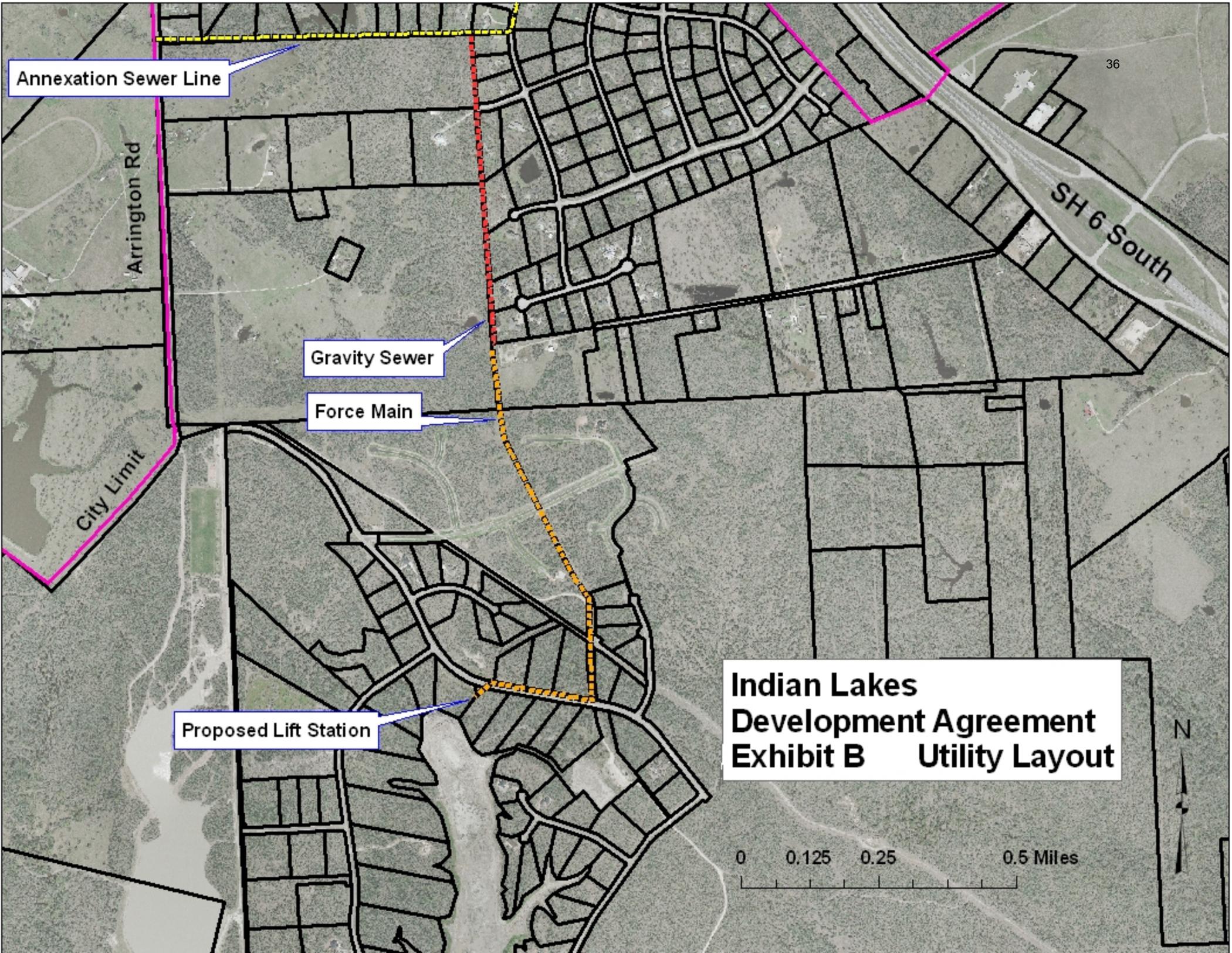
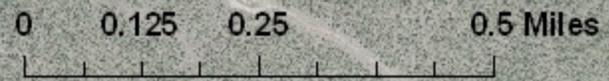
Gravity Sewer

Force Main

City Limit

Proposed Lift Station

**Indian Lakes
Development Agreement
Exhibit B Utility Layout**



FINAL PLAT OF INDIAN LAKES SUBDIVISION - PHASE ONE



OWNER'S ACKNOWLEDGMENTS AND DECLARATIONS

STATE OF TEXAS
COUNTY OF BRAZOS
I, Paul Clarke, Manager Smiling Mallard Management, L.L.C., the general partner of Smiling Mallard Development, LTD., Owner of the land shown on this plat and designated herein as Indian Lakes Phase One, 401.03 Acre Tract, a subdivision in Brazos County, Texas, hereby dedicated to the use of the public forever all rights-of-way, easements, and other public places shown herein.

Paul Clarke
Paul Clarke
Smiling Mallard Management, L.L.C.
By General Partner
Paul Clarke
The Manager

STATE OF TEXAS
COUNTY OF BRAZOS
Before me, the undersigned authority, on this day personally appeared Paul Clarke, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein stated.

Karen S. Coleman
Karen S. Coleman
Notary Public in and for the State of Texas
My Commission Expires: 12/31/2007

Given under my hand and seal this 12th day of December, 2002.

CERTIFICATE OF SURVEYOR
I, S. M. King, Registered Professional Land Surveyor No. 2003, in the State of Texas, hereby certify that this plat is true and correct and accurately represents the lines and dimensions of the property, was prepared from an actual survey of the property made under my supervision on the ground, and that it indicates all easements as they are visible on the ground, and that there are no encroachments, conflicts or protrusions, except as shown herein.

S.M. King
S.M. King, R.P.L.S. No. 2003

APPROVAL OF THE PLANNING AND ZONING COMMISSION
I, Rick Flaud, Chairman of the Planning and Zoning Commission of the City of College Station, State of Texas, hereby certify that the attached plat was duly filed for approval with the Planning & Zoning Commission of the City of College Station on the 12th day of December, 2002.

Rick Flaud
Rick Flaud
Chairman, Planning & Zoning Commission
City of College Station, Texas

APPROVAL OF THE CITY ENGINEER
I, Rick Flaud, City Engineer of the City of College Station, Texas, hereby certify that the subdivision plat conforms to the requirements of the subdivision regulations of the City of College Station, Texas.

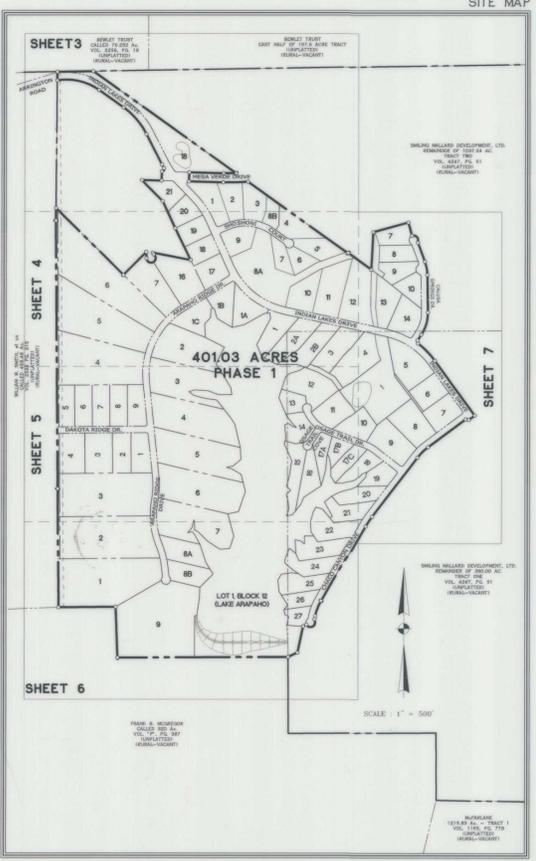
Rick Flaud
Rick Flaud
City Engineer, City of College Station, Texas

CERTIFICATE OF COUNTY JUDGE
I, Brian J. Jones, County Judge of Brazos County, Texas, do hereby certify that this plat was duly approved by the Brazos County Commissioners' Court on the 12th day of December, 2002.

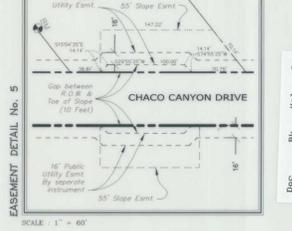
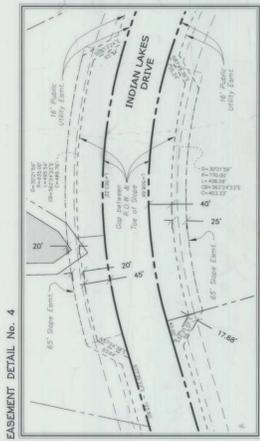
Brian J. Jones
Brian J. Jones
County Judge, Brazos County

CERTIFICATE OF THE COUNTY CLERK
I, Karen McQueen, County Clerk in and for said county, do hereby certify that this plat authorization was filed for record in my office the 11th day of December, 2002 in the Official Records of Brazos County, Texas, in Volume 2524, Page 178.

Karen McQueen
Karen McQueen, County Clerk, Brazos County, Texas
By: *Jamie Kelley*
Jamie Kelley



- ### GENERAL NOTES:
1. BASE OF BEARINGS IS TRUE NORTH OBTAINED BY SOLAR OBSERVATION.
 2. WITH THE EXCEPTION OF A PORTION OF LOT 2, BLOCK 2, NO LOT LIES WITHIN THE 100 YEAR FLOODPLAIN ACCORDING TO THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR BRAZOS COUNTY, TEXAS AND INCORPORATED AREAS. COMMUNITY DEVELOPMENT DISTRICT NO. 2112. THE NEAR ADJACENT EFFECTIVE DATE: JULY 1992. SOME AREAS OF A 1000 HAZARD AREA INDICATED BY THE 100-YEAR FLOOD.
 3. THERE IS A 20' PUBLIC UTILITY EASEMENT CENTERED ON ALL INTERIOR SIDE LOT.
 4. 10' WIRING COMMUNICATION EXEMPT RECORDED IN VOL. 3822, PG. 73 IS COINCIDENT AS 1" LINE (1") ON EITHER SIDE OF THE PROPOSED COMMUNICATION SYSTEM AS INSTALLED, SITUATED WITHIN AN EXISTING CIRCUO EASEMENT.
 5. FRONT, SIDE AND REAR SETBACKS SHALL BE ESTABLISHED BY THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE SUBDIVISION.
 6. LAKE ARAPAHO HAS THE FOLLOWING DESIGN ELEMENTS:
NORMAL POOL ELEVATION 227.5
WATER SURFACE ELEVATION - 260.0 (ELEVATION OF THE LOWEST POINT AS NOTED THROUGH THE OUTLET WORK AND EMERGENT SPILLWAY OF LAKE ARAPAHO)
MINIMUM HABITABLE FLOOR FOR ALL LOTS ADJOINING LAKE ARAPAHO IS 262.0.
 7. THE PRIVATE TRAILS WILL BE PART OF THE COMMON AREA AND SUBJECT TO CONTROL THROUGH THE H.O.A. AND DEED RESTRICTIONS.
 8. NOTES FROM THE BRAZOS COUNTY HEALTH DEPARTMENT:
a) ALL LOTS SERVED BY AN EXISTING SEWER SYSTEM WITH COUNTY AND STATE REGULATIONS, NO SEWER MAY BE INSTALLED ON AND TO BE SUBJECT TO THE REGULATIONS OF AN EXISTING SEWER SYSTEM. THE SEWER SYSTEM IS THE PROPERTY OF THE BRAZOS COUNTY HEALTH DEPARTMENT UNDER THE PROVISIONS OF THE COMMERCIAL CODE OF BRAZOS COUNTY.
b) ENDS OF THE 100-FOOT SANITARY ZONE OF PRIVATE WASTE TREATMENT PLANTS AND PUBLIC WATER WELLS, ALL EXISTING PUBLIC OR PRIVATE WELLS ON THE SUBDIVISION SHALL BE AT LEAST 100 FEET FROM THE SUBDIVISION BOUNDARY.
c) ALL LOTS WILL BE REQUIRED TO HAVE A SITE/CITY/ENGINEER/PLANNING BOARD SHALL BE LOCATED A MINIMUM OF 75' FROM NORMAL POOL ELEV. 227.5 - LAKE ARAPAHO.
d) ON-SITE SEWAGE FACILITIES (SEWER AREA OR EMPOW-EMPHORICALLY BUILT) SHALL BE LOCATED A MINIMUM OF 75' FROM NORMAL POOL ELEV. 227.5 - LAKE ARAPAHO.
e) WELLSHORN SPECIAL UTILITY DISTRICT WILL PROVIDE WATER SERVICE FOR THE SUBDIVISION.
f) 1/2" IRON ROOS SET AT ALL CORNERS UNLESS OTHERWISE INDICATED.
g) ELEVATIONS ON ALL BENCHMARKS SHOWN BASED ON THE CITY OF COLLEGE STATION 1984 GPD CONTROL NETWORK.
h) THERE IS A 42' WIDE 120' ON EACH SIDE OF THE CHOCOCANY PRIVATE CONDUIT, 120' ON EACH SIDE OF THE 100 FOOT SANITARY ZONE OF PRIVATE WASTE TREATMENT PLANTS AND PUBLIC WATER WELLS, ALL EXISTING PUBLIC OR PRIVATE WELLS ON THE SUBDIVISION SHALL BE AT LEAST 100 FEET FROM THE SUBDIVISION BOUNDARY.
i) LANDSCAPE EASEMENTS WHICH ORIGINATE UTILITY EASEMENTS MAY BE CLEARANCE OF ALL BRANCHES AND TRUNKS, INCLUDING NO LANDSCAPING WITHIN THE UTILITY EASEMENT.
j) H.O.A. EASEMENTS ALONG INDIAN LAKES DRIVE ARE TO RUN PARALLEL AND ADJACENT TO THE PUBLIC UTILITY EASEMENTS WITHIN H.O.A. EASEMENT AREAS AND/OR INFRASTRUCTURE WILL BE REFERENCED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE SUBDIVISION.
k) THE RELATIONSHIP BETWEEN LOT LINE (ELEV. 226) AND NORMAL POOL (ELEV. 227.5) IS A 1.5% SLOPE. THE SLOPE IS 1.5% AND DOES NOT REPRESENT AN ON-THE-GROUND LOCATION OF NORMAL POOL (ELEV. 227.5).
 9. EXISTING LAND USE: VACANT/AGRICULTURAL.
PROPOSED LAND USE: SINGLE FAMILY RURAL RESIDENTIAL LOTS 89 LOTS FROM 1.01 AC. TO 13.85 AC.



FINAL PLAT
INDIAN LAKES SUBDIVISION
PHASE ONE
401.03 ACRE TRACT
J. M. BARRERA SURVEY, A-89
BRAZOS COUNTY, TEXAS
SCALE: 1"=100' DECEMBER 12, 2002
SHEET 1 OF 7
OWNED AND DEVELOPED BY
SMILING MALLARD DEVELOPMENT, LTD.
3608 EAST 20TH STREET
SPRING, TEXAS 77381
(979) 398-1000
PREPARED BY:
ALAN DOWNSHIRE & ASSOCIATES
4101 TEXAS AV. P.O. BOX 4234 • SPRING, TEXAS 77381-4212

LAST REVISION/REVISION DATE		
DEED NUMBER	REVISION DATE	REVISION NUMBER
1000000000	12/12/02	1

05-232
38 1/30
3-1-06
85

S M D
SMILING MALLARD DEVELOPMENT, LTD.

March 1, 2006

Alan Gibbs
City of College Station
Planning & Development Services
1101 Texas Avenue, P.O. Box 9960
College Station, Texas 77842

RE: Indian Lakes Phase 9 – Offsite Sewer Line Extension Oversize Participation Request

Dear Alan:

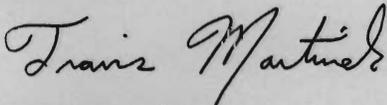
The attached *Engineer's Opinion of Probable Construction Costs* is a revision of the previous version submitted with our original Oversize Participation Request. The estimate reflects the cost reductions associated with College Station Utilities' request to reduce the pipe size for the gravity flow portion of the sewer line extension.

Please incorporate this cost estimate in any further reviews of this Oversize Participation Request. We also request that this information be included in any information provided to other departments, committees, or for City Council review of our Oversize Participation Request.

Feel free to contact me if you have any further questions or comments regarding this issue.

Thanks for your time and consideration.

Sincerely,



Travis Martinek
Design & Construction Manager
Smiling Mallard Development, Ltd.

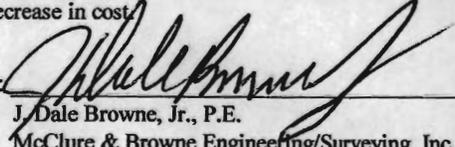
INDIAN LAKES, PHASE IX
OFF-SITE WASTEWATER IMPROVEMENTS
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
FOR OVERSIZE PARTICIPATION
Revised February 28, 2006

Item No.	Description	Estimated Quantity	Estimated Unit Cost	Estimated Total Cost
OPTION #1 - GRAVITY LINE IMPROVEMENTS				
1.01	8" ASTM D3034, SDR 26 PVC Sewer Line (includes installation, testing, and clean-up)	919 LF	\$17.50	\$16,074.80
1.02	8" ASTM D2241, SDR 26 PVC Sewer Line (includes installation, testing, and clean-up)	158 LF	\$19.50	\$3,086.85
1.03	6" ASTM D3034, SDR 26 PVC Sewer Line (includes installation, testing, and clean-up)	1,929 LF	\$15.50	\$29,892.84
1.04	5' - 8' Trenching and Backfill - Structural (includes backfill and clean-up)	140 LF	\$19.00	\$2,660.00
1.05	5' - 8' Trenching and Backfill - Non-Structural (includes backfill and clean-up)	805 LF	\$10.00	\$8,050.00
1.06	8' - 10' Trenching and Backfill - Structural (includes backfill and clean-up)	125 LF	\$24.00	\$3,000.00
1.07	8' - 10' Trenching and Backfill - Non-Structural (includes backfill and clean-up)	1,835 LF	\$15.00	\$27,525.00
1.08	Trench Safety	2,905 LF	\$1.00	\$2,905.00
1.09	4' Standard Manhole (0 - 6' ft. deep, includes installation, testing, and clean-up)	9 EA	\$2,000.00	\$18,000.00
1.10	Additional Depth for manholes	22.4 VF	\$100.00	\$2,240.00
1.11	Drop Structure	1 EA	\$750.00	\$750.00
1.12	8" Dry Mechanical Bore	100 LF	\$48.00	\$4,800.00
1.13	Gravel Driveway Repair	150 SY	\$10.00	\$1,500.00
Subtotal:				\$120,484.49
MISCELLANEOUS				
2.01	Silt Fence	180 LF	\$2.50	\$450.00
2.02	Hydro Seeding with Fiber Mulch	4,025 SY	\$0.50	\$2,012.50
Subtotal:				\$2,462.50
SUBTOTAL OPTION #1:				\$122,946.99

**INDIAN LAKES, PHASE IX
OFF-SITE WASTEWATER IMPROVEMENTS
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
FOR OVERSIZE PARTICIPATION
Revised February 28, 2006**

Item No.	Description	Estimated Quantity	Estimated Unit Cost	Estimated Total Cost
OPTION #2 - FORCE MAIN IN LIEU OF GRAVITY LINE IMPROVEMENTS				
1.01	2-1/2" ASTM D2241, CL 160 PVC Sewer Force Main and associated fittings (includes installation, testing, and clean-up)	2,906 LF	\$5.00	\$14,530.00
1.02	2-1/2" ASTM D2241, CL 160 Restrained Joint PVC Sewer Force Main, "Certa-Lok" (includes installation, testing, and clean-up)	100 LF	\$7.00	\$700.00
1.03	Grade Controlled Trenching & Backfill (includes installation, testing and clean-up)	1,871 LF	\$7.00	\$13,097.00
1.04	Typical Trenching & Backfill (includes installation, testing and clean-up)	1,035 LF	\$5.00	\$5,175.00
1.05	6" Dry Mechanical Bore	100 LF	\$40.00	\$4,000.00
1.06	Structural Backfill	265 LF	\$10.00	\$2,650.00
1.07	Air/Vacuum Release Valve	1 LF	\$1,800.00	\$1,800.00
1.08	Gravel Driveway Repair	118 SY	\$10.00	\$1,180.00
			Subtotal:	\$43,132.00
MISCELLANEOUS				
2.01	Silt Fence	0 LF	\$2.50	\$0.00
2.02	Hydro Seeding with Fiber Mulch	1,937 SY	\$0.50	\$968.67
			Subtotal:	\$968.67
			SUBTOTAL OPTION #2:	\$44,100.67
			OVERSIZE PARTICIPATION REQUEST:	\$78,846.32

The above construction estimate is based on the engineer's opinion of probable construction costs. This estimate constitutes our best judgment at this time. Please note that the engineer does not have any control over contractor or supplier workloads and the degree to which inflation may affect project costs between now and the bid date. During construction, additional features may become apparent as the project progresses which will result in an increase or decrease in cost.

Prepared by: 
J. Dale Browne, Jr., P.E.
McClure & Browne Engineering/Surveying, Inc.



INDIAN LAKES, PHASE IX
OFF-SITE WASTEWATER IMPROVEMENTS
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
FOR GRAVITY LINE AND FORCE MAIN IMPROVEMENTS
Revised February 28, 2006

Item No.	Description	Estimated Quantity	Estimated Unit Cost	Estimated Total Cost
1.00	GRAVITY LINE IMPROVEMENTS			
1.01	8" ASTM D3034, SDR 26 PVC Sewer Line (includes installation, testing, and clean-up)	919 LF	\$17.50	\$16,074.80
1.02	8" ASTM D2241, SDR 26 PVC Sewer Line (includes installation, testing, and clean-up)	158 LF	\$19.50	\$3,086.85
1.03	6" ASTM D3034, SDR 26 PVC Sewer Line (includes installation, testing, and clean-up)	1,929 LF	\$15.50	\$29,892.84
1.04	5' - 8' Trenching and Backfill - Structural (includes backfill and clean-up)	140 LF	\$19.00	\$2,660.00
1.05	5' - 8' Trenching and Backfill - Non-Structural (includes backfill and clean-up)	805 LF	\$10.00	\$8,050.00
1.06	8' - 10' Trenching and Backfill - Structural (includes backfill and clean-up)	125 LF	\$24.00	\$3,000.00
1.07	8' - 10' Trenching and Backfill - Non-Structural (includes backfill and clean-up)	1,835 LF	\$15.00	\$27,525.00
1.08	Trench Safety	2,905 LF	\$1.00	\$2,905.00
1.09	4' Standard Manhole (0 - 6' ft. deep, includes installation, testing, and clean-up)	9 EA	\$2,000.00	\$18,000.00
1.10	Additional Depth for manholes	22.4 VF	\$100.00	\$2,240.00
1.11	Drop Structure	1 EA	\$750.00	\$750.00
1.12	8" Dry Mechanical Bore	100 LF	\$48.00	\$4,800.00
1.13	Gravel Driveway Repair	150 SY	\$10.00	\$1,500.00
	Subtotal Item 1.00:			\$120,484.49
2.00	FORCE MAIN IMPROVEMENTS			
2.01	2-1/2" ASTM D2241, CL 160 PVC Sewer Force Main and associated fittings (includes installation, testing, and clean-up)	4,764 LF	\$5.00	\$23,820.00
2.02	2-1/2" ASTM D2241, CL 160 Restrained Joint PVC Sewer Force Main, "Certa-Lok" (includes installation, testing, and clean-up)	160 LF	\$7.00	\$1,120.00
2.03	Grade Controlled Trenching & Backfill (includes installation, testing and clean-up)	2,425 LF	\$7.00	\$16,975.00
2.04	Typical Trenching & Backfill (includes installation, testing and clean-up)	2,179 LF	\$5.00	\$10,895.00
2.05	6" Dry Mechanical Bore	160 LF	\$40.00	\$6,400.00
2.06	6" Steel Encasement Pipe	160 LF	\$30.00	\$4,800.00
2.07	Structural Backfill	924 LF	\$10.00	\$9,240.00
2.08	Air/Vacuum Release Valve	3 LF	\$1,800.00	\$5,400.00
2.09	Gravel Driveway Repair	404 SY	\$10.00	\$4,040.00
	Subtotal Item 2.00:			\$82,690.00

INDIAN LAKES, PHASE IX
OFF-SITE WASTEWATER IMPROVEMENTS
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
FOR GRAVITY LINE AND FORCE MAIN IMPROVEMENTS
Revised February 28, 2006

Item No.	Description	Estimated Quantity	Estimated Unit Cost	Estimated Total Cost
3.00 LIFT STATION IMPROVEMENTS				
3.01	Clearing, grubbing & grading of lift station site.	1 LS	\$1,500.00	\$1,500.00
3.02	Install wet well, coating interior of proposed wet well, access hatch, etc. as per the Construction Drawings.	1 LS	\$12,000.00	\$12,000.00
3.03	Install yard piping and associated appurtenances as per the Construction Drawings.	1 LS	\$2,000.00	\$2,000.00
3.04	Install submersible grinder pumps, piping, rails and associated appurtenances as per the Construction Drawings.	1 LS	\$40,000.00	\$40,000.00
3.05	Install electrical system (includes panel and wiring, etc.) as per the Construction Drawings.	1 LS	\$5,000.00	\$5,000.00
3.06	Install hydro seeding with fiber mulch and silt fencing as per the construction drawings.	1 LS	\$500.00	\$500.00
Subtotal Item 3.00:				\$61,000.00
4.00 MISCELLANEOUS				
4.01	Silt Fence	180 LF	\$2.50	\$450.00
4.02	Hydro Seeding with Fiber Mulch	5,789 SY	\$0.50	\$2,894.50
4.03	Construction Access/Exit Driveway	1 EA	\$1,500.00	\$1,500.00
4.04	Removal and Replacement of Barbed Wire Fence	699 LF	\$5.00	\$3,492.50
4.05	Removal and Replacement of Concrete Riprap	19 SY	\$30.00	\$570.00
Subtotal Item 4.00:				\$8,907.00
TOTAL CONSTRUCTION COST:				\$273,081.49

The above construction estimate is based on the engineer's opinion of probable construction costs. This estimate constitutes our best judgment at this time. Please note that the engineer does not have any control over contractor or supplier workloads and the degree to which inflation may affect project costs between now and the bid date. During construction, additional features may become apparent as the work progresses, which will result in an increase or decrease in cost.

Prepared by:

J. Dale Browne, Jr.
 J. Dale Browne, Jr., P.E.

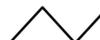
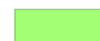
McClure & Browne Engineering/Surveying, Inc.



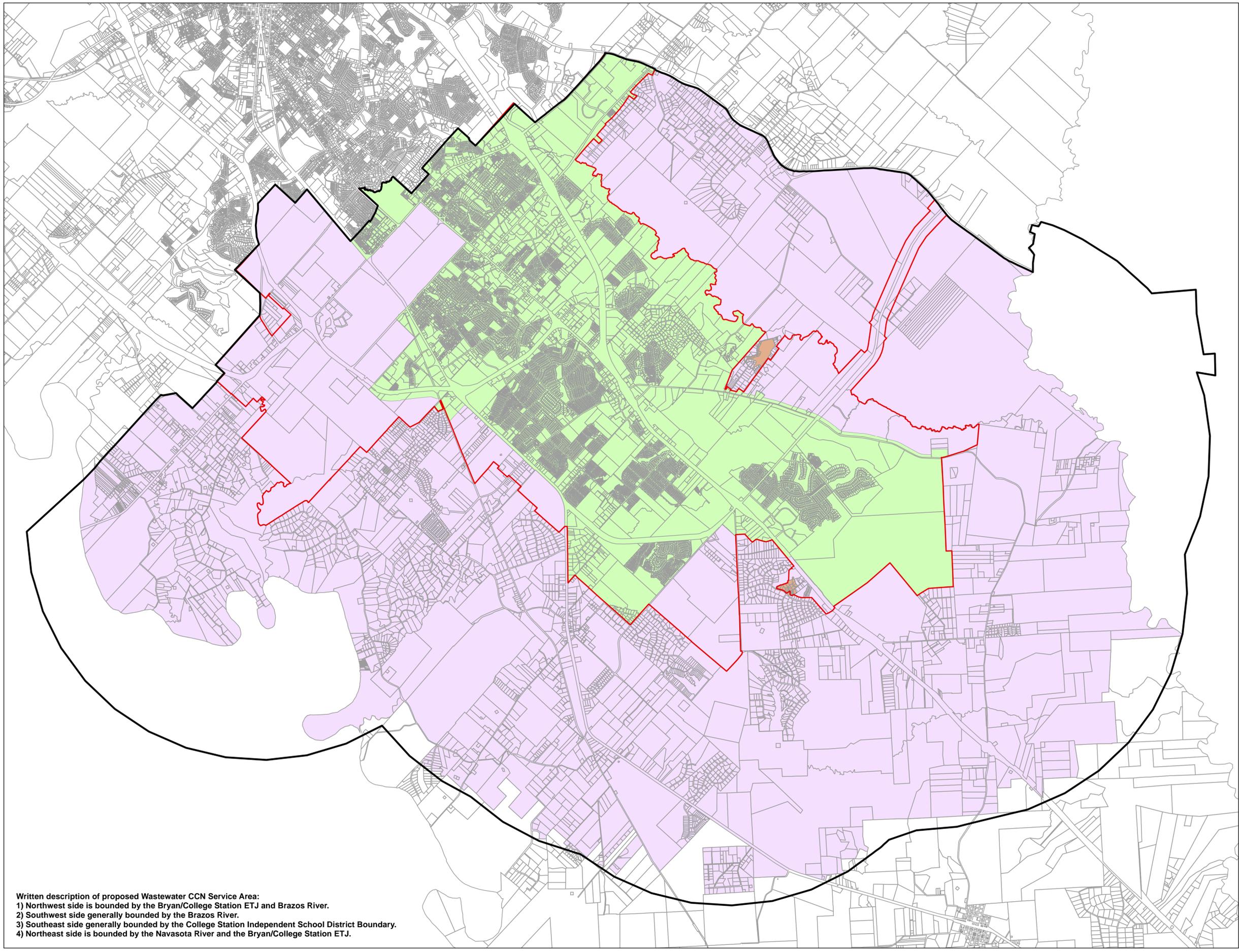
City of College Station Proposed Addition For Wastewater CCN

29 June 2005



-  City of College Station ETJ
-  College Station City Limits
-  College Station CCN 20126
-  Proposed College Station Wastewater CCN Addition
-  Nantucket, Ltd. CCN 20934
-  Carter Lake CCN 20708

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



Written description of proposed Wastewater CCN Service Area:
1) Northwest side is bounded by the Bryan/College Station ETJ and Brazos River.
2) Southwest side generally bounded by the Brazos River.
3) Southeast side generally bounded by the College Station Independent School District Boundary.
4) Northeast side is bounded by the Navasota River and the Bryan/College Station ETJ.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AN OFFICIAL POLICY REGARDING THE EXTENSION OF WATER AND SEWER UTILITY SERVICES TO PROPERTIES WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF COLLEGE STATION, TEXAS.

WHEREAS, The City Council of the City of College Station adopted its current Comprehensive Plan in 1997, that includes *Section 2.09 Utility Goals and Objectives*; and

WHEREAS, The City Council of the City of College Station adopted, as part of the Comprehensive Plan, *Utility Objective 2.1* that states “Water service should be extended to undeveloped areas outside the city limits only as a condition of annexation”; and

WHEREAS, The City Council of the City of College Station adopted, as part of the Comprehensive Plan, *Utility Objective 3.1* that states “Sewer service should be extended to undeveloped areas outside the city limits only as a condition of annexation”; and

WHEREAS, the City of College Station has a Certificate of Convenience and Necessity for water and a Certificate of Convenience and Necessity wastewater is pending in certain parts of the City's Extraterritorial Jurisdiction in order to facilitate orderly development in that area; and

WHEREAS, under State law a certificated entity has the duty to serve in the area of convenience and necessity; and

WHEREAS, under State law cities have no land use control authority beyond the City Limits; now, therefore,

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

PART 1: That the City Council hereby approves this resolution adopting a policy stating that water and sewer utility services will not be available to properties outside the City's corporate limits without a petition for annexation from said properties meeting the legal requirements of such petitions or areas not certificated to the City of College Station for that service.

PART 2: That the City Council hereby requires that if the extension of service to a property is requested that is outside the City Limits of College Station, the Developer will extend utility service to the property under the supervision of City Staff and based on construction plans approved by the City Engineer. All construction will be in accordance with the fire code, TCEQ, and the City Subdivision Ordinance, whichever is more restrictive. The cost of the extension

of utility service will be borne solely by the Developer. Any upgrades in infrastructure required to meet fire, pressure, and/or TCEQ rules will be completed by the Developer at their expense. In the event of future connections to the utility service by other Subdivisions or Developers the original Developer will be reimbursed a prorated share based on calculations and methodology established within Chapter 11, Section 3: Water and Sewer Main Extension Policies. The cost shall be determined based on the point of connection of the new development.

If a developer determines that circumstances require that a package sewage treatment plant facility is appropriate, the cost and construction of such shall be borne by the developer and dedicated to the City for operation and maintenance. At such time that sewer lines can be extended by the City (or other new developments in the vicinity) to serve an area being served by a package plant, the facility shall be abandoned and removed at the City's discretion.

PART 3: That the City Council hereby agrees that it may grant exceptions as it deems necessary to the best interests of the City of College Station in the following cases:

- for other governmental agencies through an inter-local agreement,
- for the purpose of economic development; or
- for health and safety reasons

PART 4: That the City Council hereby establishes an annexation policy and program to incorporate affected areas in a manner that sufficiently addresses planning and development issues for these utility systems.

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

ADOPTED this _____ day of _____, 2006.

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:


City Attorney

**May 25, 2006
Consent
Interlocal Agreement with Brazos County for Law Library Services**

To: Glenn Brown, City Manager

From: Olivia Burnside, Director of Office of Technology and Information Services

Agenda Caption: Presentation, possible action, and discussion regarding the approval of an interlocal agreement with Brazos County for providing an Internet based law library service on a computer in the Larry J. Ringer Library.

Recommendation(s): Brazos County has approved this agreement. Staff recommends approval.

Summary: Brazos County would like to provide access to a law library service to the citizens of the county. By having this service available in the libraries in both College Station and Bryan access to the service will be available seven days a week and after normal work hours. Anyone with a library card can use the computers in the libraries to access the Internet. This service will be available on only one computer in each library.

Budget & Financial Summary: There are not costs to the City associated with this service.

Attachments:
Interlocal Agreement for Law Library Services

Each of the parties to this agreement agrees to hold the other harmless for any and all claims of whatsoever nature or kind that may arise as a result of that party's fulfillment of this agreement.

Either party to this Agreement shall have the right to terminate this Agreement, without cause, upon thirty (30) days written notice of such termination. Should the Agreement be terminated, CITY agrees to discontinue use of or granting access to the LexisNexis account.

This agreement may be modified or amended in writing by the mutual consent of the parties with said modification being attached to and incorporated into this agreement by this reference for all purposes.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed.

WITNESS OUR HANDS THIS _____ day of February, 2006.

BRAZOS COUNTY

By: 
Randy Sims, County Judge

Attest: 
Karen McQueen, County Clerk

**THE CITY OF
COLLEGE STATION, TEXAS**

By: _____

Name: _____

Title: _____

ATTEST:

Connie Hooks, City Secretary

Date

APPROVED:

Glenn Brown, City Manager

Date

Carla A. Robinson

Carla A. Robinson
City Attorney

Date

Jeff Kersten, Finance and Strategic
Planning Director

Date

**May 25, 2006
Consent Agenda
Construction Contract for Central Park Lane Extension**

To: Glenn Brown, City Manager

From: Charles McLemore, Acting Director of Public Works

Agenda Caption: Presentation, possible action, and discussion regarding a resolution approving the construction contract (Contract No. 06-207) with Brazos Valley Services in the amount of \$151,535.00 for the construction of the Central Park Lane Extension Project (ST-0509).

Recommendation(s): Staff recommends award of the construction contract to Brazos Valley Services, the lowest responsible bidder.

Summary: Central Park Lane will be extended from the Waterwood Condominium driveway to Krenek Tap Road to provide the final connection between Southwest Parkway and Krenek Tap. This project includes the extension of a water line paralleling Central Park Lane. The right-of-way necessary to complete this project has been dedicated by the adjacent property owners.

Central Park Lane is on the Thoroughfare Plan as a minor collector and designated on the Bikeway and Pedestrian Master plan as a bike lane.

Budget & Financial Summary: Funds are currently budgeted for this project in the Streets Capital Project Fund and in the Water Capital Projects Fund. The Streets portion of this contract is for \$117,672.50 and the Water portion of this contract is for \$33,862.50.

Five (5) competitive bids were produced in response to Bid No. 06-97, and a copy of the bid tabulation is attached.

Attachments:

- 1) Resolution
- 2) Bid Tabulation #06-97
- 3) Project Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A CONSTRUCTION CONTRACT FOR THE CENTRAL PARK LANE EXTENSION PROJECT AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City of College Station, Texas, solicited bids for the construction phase of the Central Park Lane Extension Project; and

WHEREAS, the selection of Brazos Valley Services is being recommended as the lowest responsible bidder for the construction services related to Central Park Lane Extension Project; now, therefore,

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

PART 1: That the City Council hereby finds that Brazos Valley Services is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Brazos Valley Services for \$151,535.00 for the labor, materials and equipment required for the improvements related the Central Park Lane Extension Project.

PART 3: That the funding for this Project shall be as budgeted from 2005 Certificates of Obligation in the amount of \$117,672.50, and from the Utility Revenue Bond Fund, Wastewater Division, in the amount of \$33,862.50.

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

ADOPTED this _____ day of _____, A.D. 2006.

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:



City Attorney

General Items - Base Bid				Brazos Valley Services		Fuqua Construction		Young Contractors	
				Bryan, Texas		Navasota, Texas		Bryan, Texas	
ITEM NO.	EST. QUANT.	UNIT	Description	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	1	LS	Prepare Right-of-Way, Complete & In Place	3,000.00	3,000.00	11,700.00	11,700.00	4,500.00	4,500.00
2	1	LS	Mobilization, Complete & In Place	10,500.00	10,500.00	4,850.61	4,850.61	21,000.00	21,000.00
3	750	SY	Cellulose Fiber Mulch Seeding, Complete & In Place	1.00	750.00	1.99	1,492.50	0.95	712.50
4	1	LS	Erosion & Sediment Control, Complete & In Place	3,500.00	3,500.00	3,840.52	3,840.52	2,050.00	2,050.00
5	718	CY	Excavation, Complete & In Place	10.00	7,180.00	17.06	12,249.08	14.25	10,231.50
Subtotal					24,930.00		34,132.71		38,494.00
Pavement Items									
6	1535	SY	6" Reinforced Concrete Paving (4000 psi), Complete & In Place	45.50	69,842.50	38.81	59,573.35	39.00	59,865.00
7	5	EA	Wheelchair Ramps, Complete & In Place	500.00	2,500.00	1,020.75	5,103.75	835.00	4,175.00
8	4350	SF	4" Reinforced Concrete Sidewalk - 6' Wide, Complete & In Place	4.00	17,400.00	4.33	18,835.50	5.45	23,707.50
Subtotal					89,742.50		83,512.60		87,747.50
Water Items									
9	334.5	LF	12" PVC Water Line C909 CL200 In Structural Backfill, Complete & In Place	43.00	14,383.50	50.11	16,761.80	60.60	20,270.70
10	60	LF	12" PVC Water Line C909 CL200, Complete & In Place	66.00	3,960.00	77.55	4,653.00	69.00	4,140.00
11	1	EA	8" MJ Cross, Complete & In Place	706.00	706.00	894.84	894.84	600.00	600.00
12	1	EA	12"X8" MJ Reducer, Complete & In Place	515.00	515.00	566.73	566.73	290.00	290.00
13	1	EA	8"X6" MJ Reducer, Complete & In Place	284.00	284.00	268.45	268.45	210.00	210.00
14	1	EA	12" MJ Gate Valve & Box, Complete & In Place	1,386.00	1,386.00	1,850.34	1,850.34	2,000.00	2,000.00
15	1	EA	8" MJ Gate Valve & Box, Complete & In Place	787.00	787.00	1,670.38	1,670.38	1,100.00	1,100.00
16	1	EA	6" MJ Gate Valve & Box, Complete & In Place	601.00	601.00	1,550.06	1,550.06	830.00	830.00
17	2	EA	12"X11.25 Degree MJ Bend, Complete & In Place	610.00	1,220.00	805.36	1,610.72	435.00	870.00
18	60	LF	20" Steel Casing by Bore, Complete & In Place	117.00	7,020.00	77.55	4,653.00	250.00	15,000.00
19	2	EA	Connection to Existing System, Complete & In Place	1,500.00	3,000.00	1,073.81	2,147.62	2,020.00	4,040.00
Subtotal					33,862.50		36,626.94		49,350.70
Electrical Items									
20	1	EA	Street Light Foundation, Complete & In Place	1,300.00	1,300.00	1,364.29	1,364.29	1,260.00	1,260.00
21	200	LF	Street Light Conduit - 2" Grey Sch. 40 PVC, Complete & In Place	8.50	1,700.00	18.74	3,748.00	8.50	1,700.00
Subtotal					3,000.00		5,112.29		2,960.00

General Items Subtotal	24,930.00	34,132.71	38,494.00
Pavement Items Subtotal	89,742.50	83,512.60	87,747.50
Water Items Subtotal	33,862.50	36,626.94	49,350.70
Electrical Items Subtotal	3,000.00	5,112.29	2,960.00
Grand Total	151,535.00	159,384.54	178,552.20
Certification	Y	Y	Y
Experience & Data Information	Y	Y	Y
Exceptions	N	N	N
Bid bond	Y	Y	Y
Number of Calendar Days Till Completion	90	50	90

General Items - Base Bid				Kieschnick Construction College Station, Texas		R.M. Dudley Construction College Station, Texas	
ITEM NO.	EST. QUANT.	UNIT	Description	Unit Price	Item Total	Unit Price	Item Total
1	1	LS	Prepare Right-of-Way, Complete & In Place	5,000.00	5,000.00	5,156.00	5,156.00
2	1	LS	Mobilization, Complete & In Place	5,000.00	5,000.00	57,210.00	57,210.00
3	750	SY	Cellulose Fiber Mulch Seeding, Complete & In Place	1.00	750.00	0.80	600.00
4	1	LS	Erosion & Sediment Control, Complete & In Place	2,500.00	2,500.00	2,331.00	2,331.00
5	718	CY	Excavation, Complete & In Place	5.00	3,590.00	14.64	10,511.52
			Subtotal		16,840.00		75,808.52
			Pavement Items				
6	1535	SY	6" Reinforced Concrete Paving (4000 psi), Complete & In Place	60.00	92,100.00	71.40	109,599.00
7	5	EA	Wheelchair Ramps, Complete & In Place	2,500.00	12,500.00	500.00	2,500.00
8	4350	SF	4" Reinforced Concrete Sidewalk - 6' Wide, Complete & In Place	5.00	21,750.00	4.40	19,140.00
			Subtotal		126,350.00		131,239.00
			Water Items				
9	334.5	LF	12" PVC Water Line C909 CL200 In Structural Backfill, Complete & In Place	42.00	14,049.00	43.85	14,667.83
10	60	LF	12" PVC Water Line C909 CL200, Complete & In Place	42.00	2,520.00	35.30	2,118.00
11	1	EA	8" MJ Cross, Complete & In Place	300.00	300.00	230.00	230.00
12	1	EA	12"X8" MJ Reducer, Complete & In Place	300.00	300.00	210.00	210.00
13	1	EA	8"X6" MJ Reducer, Complete & In Place	300.00	300.00	127.00	127.00
14	1	EA	12" MJ Gate Valve & Box, Complete & In Place	1,250.00	1,250.00	1,300.00	1,300.00
15	1	EA	8" MJ Gate Valve & Box, Complete & In Place	800.00	800.00	685.00	685.00
16	1	EA	6" MJ Gate Valve & Box, Complete & In Place	750.00	750.00	440.00	440.00
17	2	EA	12"X11.25 Degree MJ Bend, Complete & In Place	400.00	800.00	965.00	1,930.00
18	60	LF	20" Steel Casing by Bore, Complete & In Place	300.00	18,000.00	152.82	9,169.20
19	2	EA	Connection to Existing System, Complete & In Place	500.00	1,000.00	1,366.00	2,732.00
			Subtotal		40,069.00		33,609.03
			Electrical Items				
20	1	EA	Street Light Foundation, Complete & In Place	1,000.00	1,000.00	1,557.00	1,557.00
21	200	LF	Street Light Conduit - 2" Grey Sch. 40 PVC, Complete & In Place	20.00	4,000.00	8.10	1,620.00
			Subtotal		5,000.00		3,177.00
General Items Subtotal					16,840.00		75,808.52
Pavement Items Subtotal					126,350.00		131,239.00
Water Items Subtotal					40,069.00		33,609.03
Electrical Items Subtotal					5,000.00		3,177.00
Grand Total					188,259.00		243,833.55
Certification					Y		Y
Experience & Data Information					Y		Y
Exceptions					N		N
Bid bond					Y		Y
Number of Calendar Days Till Completion					90		90



**May 25, 2006
Consent Agenda
Janitorial Maintenance Services**

To: Glenn Brown, City Manager

From: Charles McLemore, Acting Director of Public Works

Agenda Caption: Presentation, possible action, and discussion regarding a resolution awarding the Annual Contract for Janitorial services for all City offices to Professional Floor and Janitorial Services for an annual expenditure of \$190,613.28.

Recommendation(s): Staff recommends award of the contract to Professional Floor and Janitorial Services for \$190,613.28.

Summary: This contract is for routine, daily cleaning of all City offices, restrooms, jail and meeting rooms. The contract further calls for periodic window washing, floor stripping/waxing and heavy carpet cleaning. The term of the agreement is May 1, 2006 and continues for 12 consecutive months. Upon completion of the term of the original contract, the contract may be extended annually upon mutual agreement of both parties. Historically, staff will renew annual contracts twice for a total of 3 years if there have been no (or immaterial) changes to the terms, conditions, and pricing of the original contract. Locations covered under this contract include:

City Hall	Community Development	Central Park Office
Utility Customer Service	Municipal Court	Public Works
Police Department	Lincoln Center	Dowling Road Pump Station
Library	Exit Teen Center	College Station Utilities
Carter Creek Waste Water	BVSMA Landfill	

Budget & Financial Summary: Sealed competitive bids were solicited and 3 bids were received. These bids were opened on April 17, 2006. Summary results for the three bidders follow:

James Enterprise \$214,976.00

Howell Services Corp. \$260,320.68

Professional Floors and Janitorial Services \$190,613.28

Funds are available and budgeted in the General Fund, Facilities Maintenance.

Attachments:

1. Resolution
2. Tabulation, Bid No. 06-93

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING A SERVICE CONTRACT FOR ANNUAL JANITORIAL MAINTENANCE SERVICES AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, the City Council of the City of College Station, Texas, solicited bids for Annual Janitorial Maintenance Services; and

WHEREAS, the City Council of the City of College Station, Texas, the selection of Shelby Building Maintenance & janitorial, Inc. dba Professional Floor Service and Janitorial is being recommended as the lowest responsible bidder for Janitorial Maintenance Services; now, therefore,

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

PART 1: That the City Council hereby approves that Shelby Building Maintenance & janitorial, Inc. dba Professional Floor Service and Janitorial is the lowest responsible bidder.

PART 2: That the City Council hereby approves the contract with Shelby Building Maintenance & janitorial, Inc. dba Professional Floor Service and Janitorial for an annual estimated expenditure of \$190,613.28 for the labor, materials and equipment required for Annual Janitorial Maintenance Services.

PART 3: That the City Council hereby agrees that the funding for these services shall be as budgeted from the General Fund, Facilities Maintenance Division, in the amount of \$190,613.28.

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

ADOPTED this 25th day of May, A.D. 2006.

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:



City Attorney

**Janitorial Services
Bid No. 06-93**

Monthly Service	James Enterprise		Howell Services Corp		Professional Floors	
	Unit Price	Total	Unit Price	Total	Unit Price	Total
12 All Locations	\$ 14,361.00	\$ 172,332.00	\$ 17,540.93	\$ 210,491.16	\$ 15,884.44	\$ 190,613.28
SUBTOTAL		\$ 172,332.00		\$ 210,491.16		\$ 190,613.28
Heavy Carpet Cleaning						
4 City Hall	\$ 1,721.00	\$ 6,884.00	\$ 2,004.00	\$ 8,016.00	Included/No charge	
4 Community Development	\$ 100.00	\$ 400.00	\$ 355.28	\$ 1,421.12	Included/No charge	
4 Parks Central Office	\$ 900.00	\$ 3,600.00	\$ 320.00	\$ 1,280.00	Included/No charge	
4 Police Station/Jail	\$ 175.00	\$ 700.00	\$ 1,170.08	\$ 4,680.32	Included/No charge	
4 Public Works	\$ 175.00	\$ 700.00	\$ 187.20	\$ 748.80	Included/No charge	
4 College Station Utilities	\$ 600.00	\$ 2,400.00	\$ 720.00	\$ 2,880.00	Included/No charge	
4 Utility Customer Service Center	\$ 450.00	\$ 1,800.00	\$ 575.52	\$ 2,302.08	Included/No charge	
4 Teen Center	\$ 75.00	\$ 300.00	\$ 82.56	\$ 330.24	Included/No charge	
4 Library	\$ 175.00	\$ 700.00	\$ 273.04	\$ 1,092.16	Included/No charge	
4 Lincoln Center	\$ 100.00	\$ 400.00	\$ 116.08	\$ 464.32	Included/No charge	
4 Carter Creek Waste Water	\$ 100.00	\$ 400.00	\$ 127.92	\$ 511.68	Included/No charge	
4 BSWMA Landfill	\$ 10.00	\$ 40.00	\$ -	\$ -	Included/No charge	
4 Dowling Road Pump Station	\$ -	\$ -	\$ -	\$ -	Included/No charge	
4 Municipal Court	\$ 900.00	\$ 3,600.00	\$ 1,040.00	\$ 4,160.00	Included/No charge	
SUBTOTAL		\$ 21,924.00		\$ 27,886.72		\$ -
Vacancies Allowance						
Vacancies/sq ft		\$ 0.08		\$ 0.12		\$ 0.07
Additions/sq ft		\$ 0.08		\$ 0.12		\$ 0.08
Window Washing						
2 City Hall	\$ 200.00	\$ 400.00	\$ 300.00	\$ 600.00	Included/No Charge	
2 Community Development	\$ 250.00	\$ 500.00	\$ 165.00	\$ 330.00	Included/No Charge	
2 Parks Central Office	\$ 25.00	\$ 50.00	\$ 100.00	\$ 200.00	Included/No Charge	
2 Police Station/Jail	\$ 75.00	\$ 150.00	\$ 300.00	\$ 600.00	Included/No Charge	
2 Public Works	\$ 250.00	\$ 500.00	\$ 145.00	\$ 290.00	Included/No Charge	
2 College Station Utilities	\$ 190.00	\$ 380.00	\$ 280.00	\$ 560.00	Included/No Charge	
2 Utility Customer Service Center	\$ 200.00	\$ 400.00	\$ 290.00	\$ 580.00	Included/No Charge	
2 Teen Center	\$ 40.00	\$ 80.00	\$ 50.00	\$ 100.00	Included/No Charge	
2 Library	\$ 275.00	\$ 550.00	\$ 375.00	\$ 750.00	Included/No Charge	
2 Lincoln Center	\$ 30.00	\$ 60.00	\$ 55.00	\$ 110.00	Included/No Charge	
2 Carter Creek Waste Water	\$ 200.00	\$ 400.00	\$ 150.00	\$ 300.00	Included/No Charge	
2 BSWMA Landfill	\$ 30.00	\$ 60.00	\$ 50.00	\$ 100.00	Included/No Charge	
2 Dowling Road Pump Station	\$ 20.00	\$ 40.00	\$ 35.00	\$ 70.00	Included/No Charge	
2 Municipal Court	\$ 225.00	\$ 450.00	\$ 350.00	\$ 700.00	Included/No Charge	
SUBTOTAL		\$ 4,020.00		\$ 5,290.00		\$ -
Extra Staff Hours						
Hourly Rate		\$ 14.00		\$ 15.00		\$ 13.00
Emergency Rate/Hr		\$ 20.00		\$ 15.00		\$ 25.00
Floor Strip and Finish						
4 City Hall	\$ 550.00	\$ 2,200.00	\$ 198.00	\$ 792.00	Included/No Charge	
4 Community Development	\$ -	\$ -	\$ 334.44	\$ 1,337.76	Included/No Charge	
4 Parks Central Office	\$ -	\$ -	\$ -	\$ -	Included/No Charge	
4 Police Station/Jail	\$ 350.00	\$ 1,400.00	\$ 396.00	\$ 1,584.00	Included/No Charge	
4 Public Works	\$ 400.00	\$ 1,600.00	\$ 614.34	\$ 2,457.36	Included/No Charge	
4 College Station Utilities	\$ 225.00	\$ 900.00	\$ 335.88	\$ 1,343.52	Included/No Charge	
4 Utility Customer Service Center	\$ 300.00	\$ 1,200.00	\$ 197.80	\$ 791.20	Included/No Charge	
4 Teen Center	\$ 225.00	\$ 900.00	\$ 323.10	\$ 1,292.40	Included/No Charge	
4 Library	\$ 125.00	\$ 500.00	\$ -	\$ -	Included/No Charge	
4 Lincoln Center	\$ 450.00	\$ 1,800.00	\$ 467.64	\$ 1,870.56	Included/No Charge	
4 Carter Creek Waste Water	\$ 600.00	\$ 2,400.00	\$ 713.70	\$ 2,854.80	Included/No Charge	
4 BSWMA Landfill	\$ 250.00	\$ 1,000.00	\$ 148.32	\$ 593.28	Included/No Charge	
4 Dowling Road Pump Station	\$ 300.00	\$ 1,200.00	\$ 196.02	\$ 784.08	Included/No Charge	
4 Municipal Court	\$ 400.00	\$ 1,600.00	\$ 237.96	\$ 951.84	Included/No Charge	
SUBTOTAL		\$ 16,700.00		\$ 16,652.80		\$ -
GRAND TOTAL - ANNUAL ESTIMATE		\$ 214,976.00		\$ 260,320.68		\$ 190,613.28
Prompt Payment Discount		1%		1%		2%
P-Card Discount		1%		0%		2%

Certification

yes

yes

yes

May 25, 2006
Consent Agenda
CSC Engineering & Environmental Consultants, Inc. Contract

To: Glenn Brown, City Manager

From: Charles McLemore, Acting Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on a resolution approving a professional services contract with CSC Engineering & Environmental Consultants, Inc. in the amount of \$81,000.00 for the supplemental engineering and environmental services at the Rock Prairie Road Landfill.

Recommendation(s): Staff recommends approval of the resolution approving the professional services contract with CSC Engineering & Environmental Consultants, Inc.

Summary: This resolution approving a professional services contract with CSC Engineering & Environmental Consultants, Inc. will allow the Rock Prairie Road Landfill to maintain regulatory compliance, have assistance with the site operation plan update as per TCEQ, and evaluate groundwater conditions relative to the planned future use of adjoining properties.

Budget & Financial Summary: Funding for this contract is available in the BVSWMA Fund.

Attachments:

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE SUPPLEMENTAL ENGINEERING/ENVIRONMENTAL SERVICES RELATED TO REGULATORY COMPLIANCE, SITE OPERATION, AND GROUNDWATER CONDITIONS AT THE ROCK PRAIRE ROAD LANDFILL PROJECT.

WHEREAS, the City of College Station, Texas, solicited proposals for the supplemental engineering/environmental services related to regulatory compliance, site operation, and groundwater conditions at the Rock Prairie Road Landfill; and

WHEREAS, the selection of CSC Engineering & Environmental Consultants, Inc. is being recommended as the most highly qualified provider of the engineering and environmental services; now, therefore,

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

PART 1: That the City Council hereby finds that CSC Engineering & Environmental Consultants, Inc. is the most highly qualified provider of the services for supplemental engineering/environmental services related to regulatory compliance, site operation, and groundwater conditions at the Rock Prairie Road Landfill Project on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with CSC Engineering & Environmental Consultants, Inc. for an amount not to exceed \$81,000.00 for the engineering services related to the Rock Prairie Road Landfill Project.

PART 3: That the funding for this project shall be as budgeted from the BVSWMA Landfill Fund in the amount of \$81,000.00.

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

ADOPTED this _____ day of _____, A.D. 2006.

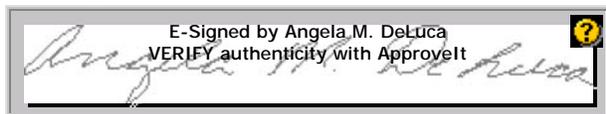
ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:



City Attorney

**May 25, 2006
Consent Agenda
Renewal of Annual Purchasing Agreement for Chlorine**

To: Glenn Brown, City Manager

From: John Woody, Director of College Station Utilities

Agenda Caption: Presentation, possible action, and discussion to approve the renewal of the purchasing agreement for liquid chlorine from DXI Industries not to exceed \$51,300.00.

Recommendation(s): Staff recommends council approve the renewal of this contract.

Summary: Chlorine is added to our public water supply to ensure disinfection and meet Texas Department of Health requirements. Due to our inter-local purchasing agreement with the City of Bryan, we were able to piggyback on their bid 05-088. This is the first year renewal of contract 05-088. DXI Industries has agreed to renew this contract for the same unit price.

Budget & Financial Summary: The cost of this contract is \$51,300.00. Water operating funds are budgeted and available for this item.

Attachments:

1. Chlorine Renewal Agreement

.....
RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Bid #05-088, joint bid with City of Bryan, for liquid chlorine for the City in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for the period beginning June 10, 2006 through June 9, 2007.

DXI INDUSTRIES, INC.



AUTHORIZED REPRESENTATIVE

4-11-06

DATE

CITY OF COLLEGE STATION

Ron Silvia, Mayor

DATE

ATTEST:

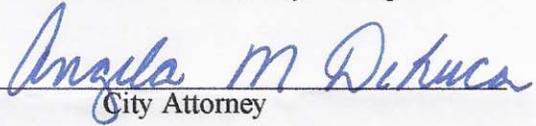
Connie Hooks, City Secretary

DATE

APPROVED:

Glenn D. Brown, City Manager

DATE



City Attorney

DATE

Director of Finance & Strategic Planning

DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF Harris

This instrument was acknowledged on the 11th day of April, 2006,
by Jamey Deloney in his/her capacity as Field Sales Rep of
DXI Industries, Inc., a ~~TEXAS~~ Delaware ^{ms.} Corporation, on behalf of said corporation.



M H Schneider
Notary Public in and for the
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

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

Notary Public in and for the
State of Texas

May 25, 2006
Consent Agenda
Renewal of Annual Purchasing Agreement for Dewatering Chemical (Polymer)

To: Glenn Brown, City Manager

From: John Woody, Director of College Station Utilities

Agenda Caption: Presentation, possible action, and discussion regarding the renewal of an annual purchasing agreement for dewatering chemical (polymer) with Fort Bend Services, Inc. for \$112,820.00.

Recommendation(s): Staff recommends Council approve this renewal.

Summary: Polymer is a water treatment chemical that aids in the separation of solids from wastewater.

- Ø Concentrates the solids in wastewater sludge for efficient treatment.
- Ø Removes excess water from treated solids for efficient disposal.

Invitation to bid 05-66 received bids from two vendors. Performance trials were conducted with products from both companies. Fort Bend Services projected annual cost was the least expensive at \$112,820.00. They are willing to renew this annual agreement despite the fact that these chemicals are derived largely from petroleum and petroleum prices continue to increase.

Budget & Financial Summary: Wastewater Operating funds are budgeted and available.

Attachments:

1. Polymer Renewal Agreement

.....
RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Bid #05-66 for an annual agreement for polymer for the City in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for the period beginning June 1, 2006 through May 31, 2007.

FORT BEND SERVICES, INC.

David James
AUTHORIZED REPRESENTATIVE

4/21/06
DATE

CITY OF COLLEGE STATION

Ron Silvia, Mayor

DATE

ATTEST:

Connie Hooks, City Secretary

DATE

APPROVED:

Glenn D. Brown, City Manager

DATE

Angela M. DeLuca
City Attorney

DATE

Director of Finance & Strategic Planning

DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF Fort Bend

This instrument was acknowledged on the 21st day of April, 2006,
by David James in his/her capacity as Sales Manager of
Fort Bend Services, Inc. TEXAS Corporation, on behalf of said corporation.



Michelle Rebeles
Notary Public in and for the
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

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

Notary Public in and for the
State of Texas

**May 25, 2006
Consent Agenda
Texas Commercial Waste Container Lease Agreement**

To: Glenn Brown, City Manager

From: Charles McLemore, Acting Director of Public Works

Agenda Caption: Presentation, possible action, and discussion on a resolution approving a five (5) year agreement with Texas Commercial Waste for the lease of slant-top, front-end loading refuse containers for an annual estimated expenditure of \$165,420.

Recommendation(s): Staff recommends approval of the agreement with Texas Commercial Waste for an annual estimated expenditure of \$165,420.00

Summary: This item is to approve a lease agreement for a total of eight hundred forty-four (844) and one hundred fifty (150) slant-top, front-end loading refuse containers used by the Sanitation Division for commercial collection operations.

BID #06-62 was opened on April 4, 2006 @2:00 P.M. Two (2) bids were received and opened. Texas Commercial Waste was the lowest responsible bidder. The monthly rate for 8 yard containers as bid is \$15.00 per month and the rate for 4 yard containers is \$7.50 per month. The price includes delivery, storage of inventory and maintenance of the containers.

Budget & Financial Summary: The Lease Agreement is effective July 2006, and funds are available in the sanitation fund to cover cost through this fiscal year. This lease agreement will require a maintenance service level adjustment for the FY07 Sanitation budget in the amount of \$41,240 annually.

Attachments:

1. Resolution
2. Bid Tab

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A PROFESSIONAL CONTRACTOR, APPROVING A PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE LEASE OF SOLID WASTE FRONT-END LOADING CONTAINERS.

WHEREAS, the City of College Station, Texas, solicited proposals for the lease of solid waste front-end loading containers; and

WHEREAS, the selection of Texas Commercial Waste is being recommended as the most highly qualified provider of the lease of solid waste front-end loading containers services; now, therefore,

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

PART 1: That the City Council hereby finds that Texas Commercial Waste is the most highly qualified provider of the services for lease of solid waste front-end loading containers on the basis of demonstrated competence and qualifications.

PART 2: That the City Council hereby approves the contract with Texas Commercial Waste for an amount not to exceed \$165,420.00 for the services related to the lease of solid waste front-end loading containers.

PART 3: That the funding for this project shall be as budgeted from the Sanitation Fund in the amount of \$165,420.00.

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

ADOPTED this _____ day of _____, A.D. 2006.

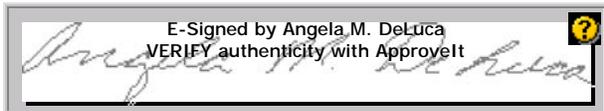
ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:



City Attorney

**PUBLIC WORKS
FEL REFUSE CONTAINERS
BID TABULATION 06-62**

Quan.	Unit Meas.	Description	Texas Commercial Waste Bryan, Texas		Steel Form Industries Salt Lake City, Utah	
			Unit Price	Item Total	Unit Price	Item Total
150	EA	Four Cubic Yard Containers, Industrial Disposal	7.50	1,125.00	11.4613	1,719.20
		Supply, 4 yd FLSL or Equivalent	Annual Cost	13,500.00		20,630.34
844	EA	Eight Cubic Yard Containers, Industrial Disposal	15.00	12,660.00	22.9227	19,346.76
		Supply, 8 yd FLSL or Equivalent	Annual Cost	151,920.00		232,161.11
Grand Total Bid \$				\$165,420.00		\$252,791.45

**May 25, 2006
Consent Agenda
Rejection of Bids for Printing
Letterhead, Business Cards, and Envelopes Bid Rejection**

To: Glenn Brown, City Manager

From: Jeff Kersten, Director of Finance & Strategic Planning

Agenda Caption: Presentation, possible action, and discussion for rejecting Bid No. 05-06 for printing letterhead, envelopes, and business cards.

Recommendation(s): Staff recommends rejecting the bids based on the top two low bidders taking exception to the terms of the bid.

Summary: This bid for the printing of letterhead, business cards and envelopes was done last year. The bid was based on estimates only for the printing of letterhead, business cards, and envelopes and the two low bidders assumed that only one complete order would be placed, and the goods would not ordered on an as needed basis. The bid was clear that they were estimates only. There were a total of 7 bids received. After questioning the 2 low bidders, it became apparent that they could not honor their pricing. Since the 90 day time frame for a vendor holding their bid price lapsed before this was determined, staff was required to rebid the project.

The rebid resulted in a portion of this work being done through the city's internal print shop. Some of the work is also being awarded to Newman Printing in the amount of \$19,680. Since this amount is less than \$50,000 this portion of the bid award will not come back to Council for approval.

Budget & Financial Summary: Rejection of the bids does not have a financial impact.

Attachments:

None

May 25, 2006
Consent Agenda
Reimbursement of City Cash Funds from Future Debt for Capital Project

To: Glenn Brown, City Manager

From: John Woody, Director of College Station Utilities

Agenda Caption: Presentation, possible action, and discussion regarding a resolution declaring intention to reimburse expenditures from the issuance of debt.

Recommendation(s): Staff recommends Council approve the resolution to reimburse the City cash funds from future debt.

Summary: On April 27, 2006, City Council approved the construction contract to enhance odor control and sludge processing at the Carters Creek Wastewater Treatment Plant. This resolution provides additional funding.

Budget & Financial Summary:

Wastewater Capital Improvement Project Funds are budgeted and available for the construction work expected to be performed this fiscal year and next fiscal year. However, this project is approximately \$710,000 over budget. City cash will fund this project, to be reimbursed with future debt issuance, as detailed in the proposed Resolution.

Attachments:

1. Resolution to reimburse City from future debt

RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH
PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$3,000,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 25TH DAY OF MAY, 2006.

Ron Silvia, Mayor

ATTEST:

Connie Hooks, City Secretary

(Seal)

APPROVED:


McCall, Parkhurst & Horton L.L.P.
Bond Counsel

Exhibit "A"

The projects to be financed that are the subject of this Statement are:

Odor control and sludge processing improvements at the Carter's Creek Wastewater Treatment Plant

May 25, 2006
Consent Agenda
Amend Chapter 4, Section 1, Subsection C (1) of the Code of Ordinances - Itinerant Vendors' Permits

To: Glenn Brown, City Manager

From: Jeff Kersten, Director of Finance and Strategic Planning

Agenda Caption: Presentation, possible action, and discussion on an ordinance amending Chapter 4, Section 1, Subsection C (1) of the code of ordinances relating to the duration of itinerant vendors' permits.

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

Summary: Chapter 4, Section 1, Subsection C (1) of the Code of Ordinances deals with the duration of itinerant vendors' permits. It allows for itinerant vendors' permits to remain valid for one year, and it limits sales to no longer than 3 consecutive days or 21 cumulative days. The ordinance does not currently put a limit on the number of days an itinerant vendor may have a tent set up.

This amendment would limit the time an itinerant vendor may have a tent set up to two days prior to any sales period and to two days after any sales period. In arriving at the recommendation Staff spoke with both a local tent supplier and with itinerant vendors that have used tents in the past year. A total of 4 itinerant vendors used tents over the past year and staff contacted all four regarding the proposed change. Based on the information received staff believes that allowing two days for tent set up and two days for tent take down is adequate.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 4, "BUSINESS REGULATIONS", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 4, "BUSINESS REGULATIONS", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 34 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2006.

APPROVED:

RON SILVIA, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:



City Attorney

ORDINANCE NO. _____

Page 2

EXHIBIT "A"

That Chapter 4, "BUSINESS REGULATIONS", Section 1, "SOLICITORS, CHARITABLE SOLICITORS, ITINERANT VENDORS, HANDBILL DISTRIBUTORS", of the Code of Ordinances of the City of College Station, Texas, is hereby amended by deleting paragraph (1) of subsection C, "DURATION" in its entirety and replacing with the following:

- "(1) Itinerant vendors' permits shall be valid for one (1) year, provided that sales may not be conducted for longer than three (3) consecutive days or twenty-one (21) cumulative days. No use may be continued beyond the period of the permit absent compliance with all provisions of the Unified Development Ordinance. If sales are conducted out of a tent, the tent may only be set up two days prior to any sales period and it must be taken down two days after any sales period. One day is defined as 24 hours."

**May 25, 2006
Consent Agenda
Annual Water Meter Renewal**

To: Glenn Brown, City Manager

From: Jeff Kersten, Director of Finance and Strategic Planning

Agenda Caption: Presentation, possible action and discussion on the renewal agreement with Badger Meter, Inc. for the annual purchase of water meters to be maintained in inventory, Bid No. 04-44, for an annual expenditure of \$101,603.00.

Recommendation(s): Staff recommends approval of the renewal agreement with Badger Meter, Inc. for an annual expenditure of \$101,603.00.

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 October 2004. This is the first renewal term, June 1, 2006 – May 31, 2007. Funds are budgeted and available in the Water Fund. Various projects may be expensed as supplies are pulled from inventory and issued.

Attachments: Renewal Agreement

.....
RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to Bid #04-44 for water meters in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for the period beginning June 1, 2006 through May 31, 2007.

BADGER METER, INC.

Jeanne A. McBride
AUTHORIZED REPRESENTATIVE
Jeanne A. McBride, Asst. Secretary

April 4, 2006
DATE

CITY OF COLLEGE STATION

Ron Silvia, Mayor

DATE

ATTEST:

Connie Hooks, City Secretary

DATE

APPROVED:

Glenn Brown, City Manager

DATE

Carla A. Robinson
City Attorney

DATE

Director of Finance & Strategic Planning

DATE

WISCONSIN

STATE OF ~~TEXAS~~

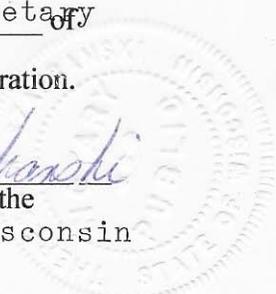
CORPORATE ACKNOWLEDGMENT

COUNTY OF MILWAUKEE

This instrument was acknowledged on the 4th day of April, 2006,
by Jeanne A. McBride in his/her capacity as Assistant Secretary
BADGER METER, INC., a ~~TEXAS~~ ^{WISCONSIN} Corporation, on behalf of said corporation.

My Commission Expires: 11/02/08

[Signature]
Notary Public in and for the
State of ~~Texas~~ Wisconsin



STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

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

Notary Public in and for the
State of Texas

May 25, 2006
Consent Agenda
Temporary Employment Services Renewal Agreement(s)

To: Glenn Brown, City Manager

From: Julie O'Connell, Director of Human Resources

Agenda Caption: Presentation, possible action, and discussion regarding the annual renewal agreement(s) for Temporary Employment Services with Human Resource Connection in the amount of \$79,000 and Willstaff Worldwide in the amount of \$25,000.

Recommendation(s): Staff recommends approval of the renewal agreements.

Summary: From time to time, for continued City operations, it is necessary to retain temporary employment services. These contract(s) allow City departments to fill short term vacancies with temporary employees. In some cases, when in the best interest of the City, we may choose to hire these employees as full time employees. This temp-to-perm option is beneficial in some cases as it gives both employer and employee an opportunity to see if the permanent relationship would be mutually agreeable. In 2004, Council approved contracts for primary and secondary temporary employment services. Human Resource Connection currently has the primary contract for the clerical category. Willstaff Worldwide currently has the primary contract for the services category and secondary contract for the clerical category. Both firms agree to renew the agreement(s) under the same terms and conditions previously agreed to and accepted. This is the second and final renewal option.

Budget & Financial Summary: Funds are available and budgeted within each department.

Attachments:

Renewal Agreement with Human Resources Connection

Renewal Agreement with Willstaff Worldwide

.....
RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract No. 04-083A (Bid No. 04-27), for Temporary Employment Services in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for the period beginning June 1, 2006 through May 31, 2007.

HUMAN RESOURCE CONNECTION

Ronnie Beatright
AUTHORIZED REPRESENTATIVE

4-6-06
DATE

CITY OF COLLEGE STATION

Ron Silvia, Mayor

DATE

ATTEST:

Connie Hooks, City Secretary

DATE

APPROVED:

Glenn Brown, City Manager

DATE

Angela M DeLuca
City Attorney

DATE

Director of Finance & Strategic Planning

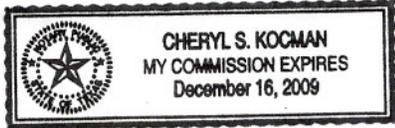
DATE

STATE OF TEXAS

CORPORATE ACKNOWLEDGMENT

COUNTY OF Brazos

This instrument was acknowledged on the 6th day of April, 2006,
by Bonnie Bratwright in his/her capacity as President of
Human Resource Connection, a TEXAS Corporation, on behalf of said corporation.



Cheryl Kocman
Notary Public in and for the
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

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

Notary Public in and for the
State of Texas

.....
RENEWAL ACCEPTANCE

By signing herewith, I acknowledge and agree to renew Contract No. 04-083C (Bid No. 04-27), for Temporary Employment Services in accordance with all terms and conditions previously agreed to and accepted.

I understand this renewal term will be for the period beginning June 1, 2006 through May 31, 2007.

WILLSTAFF WORLDWIDE



AUTHORIZED REPRESENTATIVE

4-11-06

DATE

CITY OF COLLEGE STATION

Ron Silvia, Mayor

DATE

ATTEST:

Connie Hooks, City Secretary

DATE

APPROVED:

Glenn Brown, City Manager

DATE



City Attorney

DATE

Director of Finance & Strategic Planning

DATE

STATE OF ~~TEXAS~~ ^{Louisiana}
COUNTY OF Ouachita

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged on the 17th day of April, 2006,
by Wayne Williamson in his/her capacity as President of
Wilbarr Worldwide, a ^{Delaware} ~~TEXAS~~ Corporation, on behalf of said corporation.

Harold G. Davis
[Signature] #D55265
Notary Public in and for the
State of ~~Texas~~ ^{Louisiana}

STATE OF TEXAS
COUNTY OF BRAZOS

ACKNOWLEDGMENT

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

Notary Public in and for the
State of Texas

**May 25, 2006
Consent Agenda
Waterwood Townhomes Oversized Participation Agreement**

To: Glenn Brown, City Manager

From: Charles McLemore, Acting Director of Public Works

Agenda Caption: Presentation, possible action and discussion on a request for an Oversized Participation Agreement to upsize a waterline and street improvements for the Waterwood Condominiums in the total amount of \$27,101.00.

Recommendation(s): Staff recommends approval.

Summary: Associated with the development of Waterwood Condominiums, the City required the construction of a 12 inch water line. Subsequently, the developer's engineer demonstrated that an 8 inch water line was adequate for the subject subdivision. This oversized participation request is the construction cost difference between an 8 inch water line and a 12 inch water line for a 514 linear feet section along Central Park Lane for a participation amount of 3,670.00.

Additionally, there is included a request for participation with the street improvements for Central Park Lane. The City requested the developer to construct with concrete instead of asphalt for a 515 linear feet section for a participation amount of \$23,431.00.

Budget & Financial Summary: Water OP - \$200,000 was budgeted in FY05 in the Water CIP for Oversize Participation and Planning projects. These funds were not expended in FY05 and are available for use in FY06. The Water portion of this contract is for \$3,670.

Streets OP - \$540,000 is budgeted in the Streets CIP in FY06 for Oversize Participation projects. To date, no FY06 Streets Oversize Participation funds have been expended or committed. The contract is for \$23,431.

Attachments:

1. Oversized Participation Agreement
2. Exhibit A Vicinity Map
3. Exhibit B Utility Location Map
4. Exhibit C Engineer's Estimate and Request Letter

OVERSIZE PARTICIPATION AGREEMENT

This Agreement is entered into this _____ day of _____, 200__, by and between the **City of College Station**, a Texas home rule municipal corporation (hereinafter "CITY"), and **Waterwood Townhomes, L.P.**, a Texas Limited Partnership, hereinafter "OWNER").

WHEREAS, OWNER owns and has developed property within the City of College Station, more particularly described as Lot 2, Block 2, E. & M. Jones Farm Place Subdivision (hereinafter "Property") as depicted and described on the final plat approved by the Planning and Zoning Commission on August 19, 2004, a vicinity map of which is attached hereto as **Exhibit A**; and

WHEREAS, CHAPTER 9, CITY OF COLLEGE STATION CODE OF ORDINANCES requires that OWNER conform to CITY's standards and master plans for streets and utilities and pay for all costs of materials and installation of streets, alleys, sidewalks, drainage, and utilities except where CITY agrees to participate in the cost of oversize of such improvements; and

WHEREAS, the City of College Station Utility Master Plan requires an twelve inch (12") water line, as detailed in **Exhibit B**; and

WHEREAS, the City of College Station has requested a concrete section street improvements, as detailed in **Exhibit B**; and

WHEREAS, OWNER has submitted an oversize cost participation request for water line and street improvements constructed that were in excess of the required sizing for the development; and

WHEREAS, the City Engineer has reviewed the data, reports and analysis provided by OWNER's engineers and determined that OWNER's request for utility participation qualifies for participation funding under the criteria established in CHAPTER 9, SECTION 9, CITY OF COLLEGE STATION CODE OF ORDINANCES;

NOW, THEREFORE, for and in consideration of the recitations above and the promises and covenants herein expressed, the parties hereby agree as follows:

I. DEFINITIONS

1.1 Approved Plans means the plans and specifications that meet the requirements of this Oversize Participation Agreement, the City of College Station Codes and Ordinances and any other applicable laws, and that have been submitted to, reviewed and approved by the City of College Station Development Services Department and the City Engineer.

1.2 CITY or College Station means the City of College Station, a Texas home rule municipal corporation located at 1101 Texas Avenue, College Station, Texas 77840.

Contract No. 06-087

O:\deve_ser\Oversize Participation Requests\Pending\Central Park Waterwood EM Jones\OP Agmt - after completion.docc

1.3 Certificate of Acceptance: A certificate issued by the City Engineer stating that the construction conforms to the plans, specifications and standards contained in or referred to in CHAPTER 9 of the CITY OF COLLEGE STATION CODE OF ORDINANCES.

1.4 Certificate of Completion/Compliance. As defined in Section 1702 of the INTERNATIONAL BUILDING CODE, 2003 Edition, as adopted and amended by the City Council of the City of College Station, a certificate stating that work was done in compliance with approved construction documents/Approved Plans.

1.5 Effective Date. The date on which this Agreement is signed by the last party whose signing makes the Agreement fully executed.

1.6 Final Completion. The term "Final Completion" means that all the work on the Project has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation, and all closeout documents have been executed and approved by the OWNER, Certificates of Completion and Acceptance have been issued for the Project, all Reports have been submitted and Reporting Requirements have been met, and DEVELOPER has fully performed any other requirements contained herein.

1.7 OWNER means Waterwood Townhomes, L.P., a Texas Limited Partnership, whose principal office is located at 4200 Woodland Park Court, Arlington, Texas 76013.

1.8 Property means Lot 2, Block 2, E. & M. Jones Farm Place Subdivision, College Station, Brazos County, Texas, as depicted and described on the final plat approved by the Planning and Zoning Commission on August 19, 2004; a vicinity map of which is provided as **Exhibit A** attached hereto and incorporated herein by reference.

1.9 Project means the construction of the water line and street improvements as detailed in **Exhibit B** attached hereto and incorporated herein by reference.

II. OVERSIZE COST PARTICIATION

2.1 CITY agrees to cost participate to oversize the improvements as follows:

1. The construction cost difference between an eight-inch (8") water line and a twelve-inch (12") water line for a 514 linear foot section.
2. The construction cost difference between a concrete street section and asphalt street section for a 515 linear foot section of Central Park Lane.

2.2 The total cost of the project is \$216,801.25. CITY agrees to cost participate with OWNER for the actual construction cost not to exceed 12.50% or \$27,101.00 of the specified improvements, whichever is less. CITY's participation does not exceed 30% of the Project. Therefore, this Project was not required to be competitively bid under SECTION 252.002 et seq. of the TEXAS LOCAL GOVERNMENT CODE as amended.

2.3 The detailed total cost of the improvements is attached hereto and incorporated herein as **Exhibit C**.

2.4 OWNER warrants and certifies by the signing of this Agreement that the amount OWNER has submitted for reimbursement is the actual cost of constructing and installing the improvements specified in this request as approved by the City Engineer or his delegate. Any amount in excess of the actual cost of the improvements is unauthorized and OWNER shall be liable for the immediate repayment of any excess funds. The City Engineer or his delegate has certified that each of following applicable terms and conditions have been met for the approval of CITY's cost participation to oversize the water line.

- (1) the Final Completion of the improvements in accordance with the Approved Plans;
- (2) issuance of Certificates of Completion and Acceptance;
- (3) OWNER's compliance with all CITY Codes, Ordinances and standards relating to the Property and its subdivision and development;
- (4) dedication of the land for the right-of-way either by plat or by general warranty deed;
- (5) a current title report as of the date of land dedication and updated within sixty (60) days of the date of this Agreement;
- (6) lien releases or subordinations from all lenders as required by CITY.

2.5 Oversize Participation Payment. OWNER has submitted the written application for oversize participation payment after Final Completion.

2.6 CITY will pay oversize participation funds in one payment within thirty (30) days after CITY's approval of this Agreement.

2.7 Reports, books and other records. OWNER shall make its books and other records related to the project available for inspection by CITY. OWNER shall submit to CITY any and all information or reports requested to verify the expenditures submitted for oversize participation eligibility including but not limited to bid documents, payment applications, including any supporting information, cancelled checks, copies of construction and engineering documents, as determined by the City Engineer in his sole discretion, for the verification of the cost of the infrastructure detailed in **Exhibit C** of this Agreement. The submission of these reports and information shall be the responsibility of the OWNER and shall be certified by OWNER's Licensed Professional Engineer at OWNER's expense and signed by an authorized official of the entity.

III.

GOVERNMENTAL IMMUNITY, INDEMNIFICATION AND RELEASE

CITY is a political subdivision of the state and enjoys governmental immunity. By entering into this Agreement, CITY does not consent to suit, waive its governmental immunity, or the limitations as to damages under the Texas Tort Claims Act.

OWNER agrees to and shall indemnify, hold harmless, and defend CITY and 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, expert fees and attorney's fees, for injury to or death of any person, or for damage to any property, or for breach of contract, arising out of or in connection with the work done by OWNER under this Agreement, regardless of whether such injuries, death, damages or breach are caused in whole or in part by the negligence of CITY, any other party indemnified hereunder, or the OWNER.

OWNER shall indemnify and hold CITY harmless from any claims of suppliers or subcontractors of OWNER for improvements constructed or caused to be constructed by OWNER.

OWNER shall indemnify and hold CITY harmless from any and all injuries to or claims of adjacent property owners resulting from or relating to their performance under this Agreement.

OWNER assumes full responsibility for the work to be performed hereunder, and releases, relinquishes and discharges CITY, its officers, agents and employees, from all claims, demands, and causes of action of every kind and character, including the cost of defense therefore, for any injury to or death of any persons and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with, OWNER's work to be performed hereunder. This release shall apply whether or not said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether or not said claims, demands, and causes of action were caused in whole or in part by the negligence of CITY, any other party released hereunder, or OWNER.

IV. PROJECT AND CONSTRUCTION

4.1 Right to Inspect the Work. The City Engineer has inspected the improvements for compliance with the Approved Plans during construction and has issued Certificates of Acceptance and Completion. In the event that any of the work or materials furnished is not in strict accordance with the Approved Plans, OWNER shall correct or cause to be corrected at its sole cost and expense any defective or nonconforming work.

4.2 Independent Contractor. OWNER shall be solely responsible for selecting, supervising, and paying the construction contractor(s) or subcontractors and for complying with all applicable laws, including but not limited to all requirements concerning workers compensation and construction retainage.

The parties to this Agreement agree and understand that all employees, volunteers, personnel and materials furnished or used by OWNER in the installation of the specified improvements shall be the responsibility of OWNER and shall not be deemed employees or agents of CITY for any purpose.

4.3 Payment for materials and labor. OWNER is solely and exclusively responsible for compensating any of its contractors, employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and insuring that no claims or liens of any type will be filed against any property owned by CITY arising out of or incidental to the performance of any service performed pursuant to this Agreement. In the event a statutory lien notice is sent to CITY, OWNER shall, where no payment bond covers the work, upon written notice from CITY, hold CITY harmless from any losses that may result from the filing or enforcement of any said lien notice.

4.4 Affidavit of bills paid. OWNER has provided the City Engineer a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which the OWNER has been notified.

4.5 This Agreement does not alter, amend modify or replace any other requirements contained in the Code of Ordinances, Unified Development Code, or other applicable law.

V. GENERAL PROVISIONS

5.1 Amendments. 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.

5.2 Choice of law and Venue. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

5.3 Authority to enter into Agreement. Each party represents that it has the full power and authority to enter into and perform this Agreement. The person executing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The person executing this Agreement on behalf of OWNER represents that he or she is authorized to sign on behalf of OWNER and agrees to provide proof of such authorization to CITY upon request.

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

5.5 Notice. All notices and documents required herein shall be sent and provided to the parties at the addresses and telephone numbers listed below:

Waterwood Townhomes, L.P.
4200 Woodland Park Court
Arlington, Texas 76013

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

With copies to:
City Attorney and City Manager
1101 Texas Avenue
College Station, TX 77842

All notices and documents shall be deemed received when mailed with sufficient postage and deposited in a regular mailbox of the United States Post Office. The parties may change addresses upon thirty (30) days' written notice sent certified mail, return receipt requested.

5.6 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by OWNER without the prior written approval of CITY.

5.7 Default. In the event of a breach of this Agreement by OWNER, CITY may terminate this Agreement and exercise any and all legal remedies available to it.

Executed this 8 day of MAY, 2006

WATERWOOD TOWNHOMES, L.P.
a Texas Limited Partnership

CITY OF COLLEGE STATION

By: MASTERTOUCH CUSTOM
HOMES, INC. a Texas
Corporation, its General Partner

BY: _____
RON SILVIA, Mayor

By: [Signature]

ATTEST: _____
Connie Hooks, City Secretary

Printed Name: JAMES B. STEWART

APPROVED: _____

Title: president

Glenn Brown, City Manager
[Signature]
City Attorney

Jeff Kersten, Finance and Strategic Planning
Director



THE STATE OF TEXAS)
 TARRANT)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared James B. Stewart of MASTERTOUCH CUSTOM HOMES, INC., a Texas CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 8 day of May, 2006.

Judy Shouse
Notary Public in and for the State of Texas

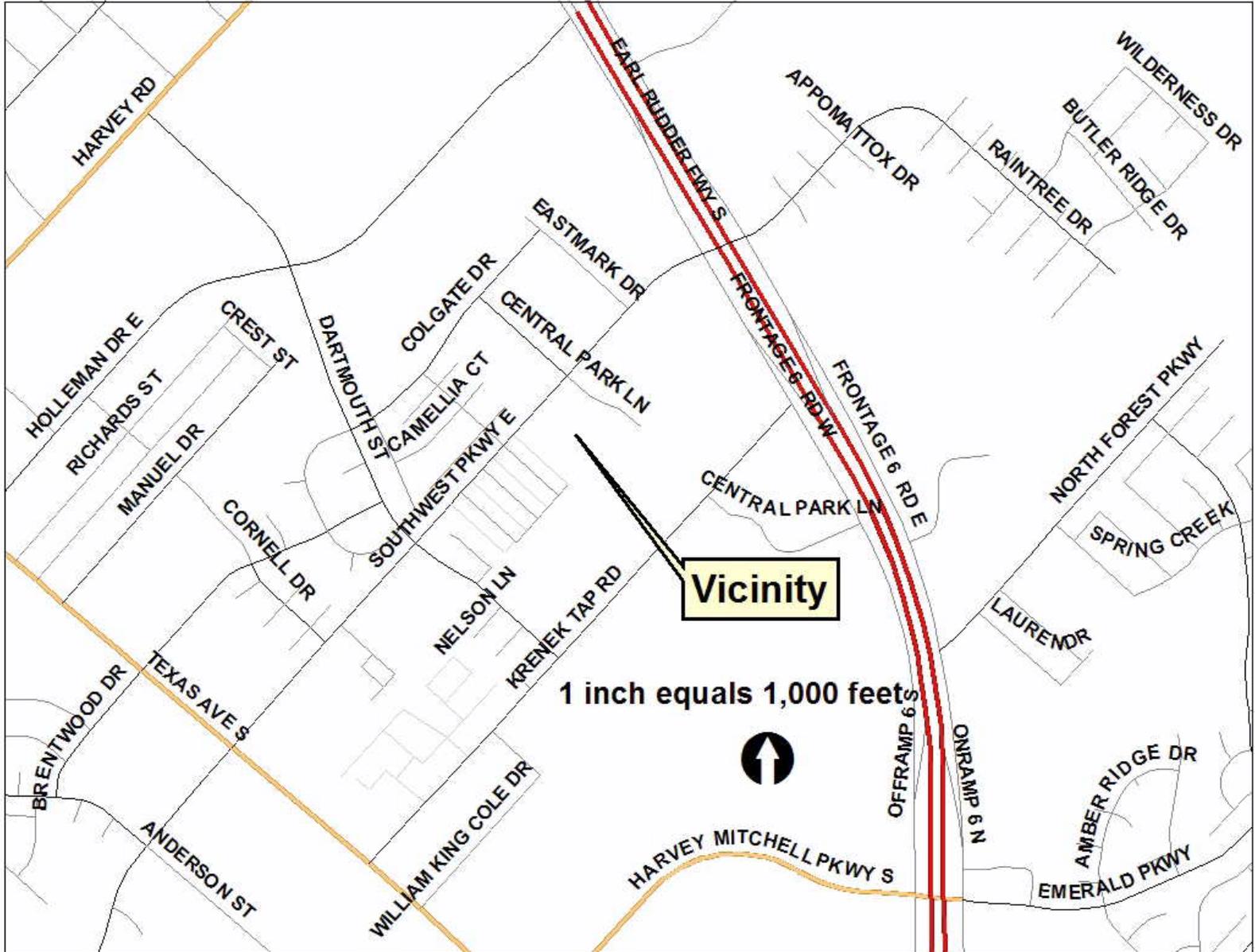
THE STATE OF TEXAS)
)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared Ron Silvia as Mayor of the City of College Station, a Texas home-rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the ___ day of _____, 200__.

Notary Public in and for the State of Texas





1:20
11-5-04
Susan
04-181

November 5, 2004

Alan Gibbs
City of College Station
Development Services
P.O. Box 9960
College Station, TX 77840

RE: Waterwood Condominiums Oversize Participation Request

Dear Alan:

Attached please find a request for oversize participation for Waterwood Condominiums. We are requesting the following:

- Oversize participation in the amount of \$23,431.00 to reimburse for the cost difference between a concrete street section and an asphalt street section for Central Park Lane.
- Oversize participation in the amount of \$3,670.00 to reimburse for the cost difference between a 12" waterline and 8" waterline along the new section of Central Park Lane.

The Waterwood Condominiums development is allowed to construct an asphalt street section per the City of College Station Street Specifications. The City of College Station has requested that this street section be concrete. We have requested oversized participation for the cost difference between the concrete and asphalt street sections.

We have attached a MikeNET report of the water system showing that an 8" waterline along Central Park Lane would be sufficient for the fire flow requirements for the Waterwood Condominiums development. In the analysis flows were kept below 12 fps and pressure remained above 20 psi, as per the B/CS Unified Design Guidelines Manual.

As always thank you for your help and consideration. We have attached a draft copy of the proposed oversize participation agreement. If I can answer any questions or clarify any portions of our request, please do not hesitate to call.

Sincerely,

Veronica J. Morgan, P.E.
Managing Partner

cc: file, Jim Stewart
Attachments (4): Oversize Participation Request Estimate
Engineer's Estimate
MikeNET Report
Draft Oversize Participation Agreement

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Waterwood - Central Park Lane Engineer's Estimate

November 2004

Item	Description	Unit	Quantity	Unit Cost	Amount
GENERAL ITEMS					
1	Prepare Right-of-Way	LS	1	\$ 10,000.00	\$ 10,000.00
2	Mobilization	LS	1	\$ 30,000.00	\$ 30,000.00
3	Cellulose Fiber Mulch Seeding	SY	1058	\$ 0.50	\$ 529.00
4	Erosion & Sediment Control	LS	1	\$ 4,000.00	\$ 4,000.00
5	Excavation	CY	951	\$ 8.00	\$ 7,608.00
				Subtotal	\$ 52,137.00
PAVEMENT ITEMS					
6	6" Lime Treated Subgrade	SY	2349	\$ 4.75	\$ 11,157.75
7	8" Crushed Limestone Base	SY	2234	\$ 13.50	\$ 30,159.00
8	2" Type D HMAC	SY	2004	\$ 10.00	\$ 20,040.00
9	Type I C&G	LF	1030	\$ 9.00	\$ 9,270.00
10	Concrete Apron	SY	856	\$ 45.00	\$ 38,520.00
11	Wheelchair Ramps	EA	1	\$ 700.00	\$ 700.00
12	4" Reinforced Concrete Sidewalk - 6' Wide	SF	5845	\$ 3.00	\$ 17,535.00
				Subtotal	\$ 127,381.75
WATER ITEMS					
13	12" PVC Water Line C909 CL200 in structural backfill	LF	514	\$ 40.00	\$ 20,560.00
14	12" X 12" X 8" MJ Tee	EA	1	\$ 800.00	\$ 800.00
15	12" MJ Gate Valve & Box	EA	1	\$ 1,300.00	\$ 1,300.00
16	8" MJ Gate Valve & Box	EA	1	\$ 850.00	\$ 850.00
17	12" MJ Plug	EA	1	\$ 300.00	\$ 300.00
18	4" Blow-off Valve	EA	1	\$ 800.00	\$ 800.00
19	Connection to existing system	EA	1	\$ 2,000.00	\$ 2,000.00
				Subtotal	\$ 26,610.00
DRAINAGE ITEMS					
20	5' Recessed Inlet	EA	1	\$ 2,500.00	\$ 2,500.00
21	5' x 8' Recessed Inlet	EA	1	\$ 3,800.00	\$ 3,800.00
22	15" RCP Class III Reinforced Concrete Pipe	LF	70.5	\$ 45.00	\$ 3,172.50
23	Adjust Existing Junction Box	EA	1	\$ 1,200.00	\$ 1,200.00
				Subtotal	\$ 10,672.50
TOTAL==>					\$ 216,801.25
15% Contingency==>					\$ 32,520.19
TOTAL==>					\$ 249,321.44
Alternate A					
ADD					
A1	6" Reinforced Concrete Paving (4000 psi)	SY	2234	\$ 38.00	\$ 84,892.00
DEDUCT					
D1	8" Crushed Limestone Base	SY	2234	\$ 13.50	\$ 30,159.00
D2	2" Type D HMAC	SY	2004	\$ 10.00	\$ 20,040.00
D3	Excavation	CY	249	\$ 8.00	\$ 1,992.00
D4	Type I C&G	LF	1030	\$ 9.00	\$ 9,270.00
				Subtotal	\$ 23,431.00
15% Contingency==>					\$ 3,514.65
ALT. A SUBTOTAL==>					\$ 26,945.65
TOTAL (USING ALT. A)==>					\$ 276,267.09



11-5-04

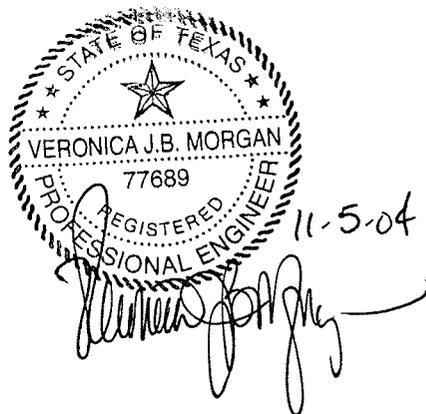
Veronica J.B. Morgan

Waterwood - Central Park Lane Engineer's Oversize Participation Estimate

November 2004

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Amount</u>
WATER ITEMS REQUIRED BY CITY					
1	12" PVC Water Line C909 CL200 in structural backfill	LF	514	\$ 40.00	\$ 20,560.00
2	12" X 12" X 8" MJ Tee	EA	1	\$ 800.00	\$ 800.00
3	12" MJ Gate Valve & Box	EA	1	\$ 1,300.00	\$ 1,300.00
4	12" MJ Plug	EA	1	\$ 300.00	\$ 300.00
5	4" Blow-off Valve	EA	1	\$ 800.00	\$ 800.00
	Subtotal				\$ 23,760.00
WATER ITEMS REQUIRED BY DEVELOPMENT					
1	8" PVC Water Line C909 CL200 in structural backfill	LF	514	\$ 35.00	\$ 17,990.00
2	8" MJ Tee	EA	1	\$ 600.00	\$ 600.00
3	8" MJ Gate Valve & Box	EA	1	\$ 800.00	\$ 800.00
4	8" MJ Plug	EA	1	\$ 200.00	\$ 200.00
5	2" Blow-off Valve	EA	1	\$ 500.00	\$ 500.00
	Subtotal				\$ 20,090.00
OVERSIZE PARTICIPATION WATER REQUEST					\$3,670.00

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Amount</u>
STREET ITEMS REQUIRED BY CITY					
1	6" Reinforced Concrete Paving (4000 psi)	SY	2234	\$ 38.00	\$ 84,892.00
	Subtotal				\$ 84,892.00
STREET ITEMS REQUIRED BY DEVELOPMENT					
1	8" Crushed Limestone Base	SY	2234	\$ 13.50	\$ 30,159.00
2	2" Type D HMA	SY	2004	\$ 10.00	\$ 20,040.00
3	Excavation	CY	249	\$ 8.00	\$ 1,992.00
4	Type I C&G	LF	1030	\$ 9.00	\$ 9,270.00
	Subtotal				\$ 61,461.00
OVERSIZE PARTICIPATION STREET REQUEST					\$23,431.00



April 27, 2006
Consent Agenda
Westfield Village Phases 4 & 5 – Street & Water Oversize Participation Request

To: Glenn Brown, City Manager

From: Charles McLemore, Acting Director of Public Works

Agenda Caption: Presentation, possible action and discussion on a request for Oversize Participation (OP) for a street and water line improvement in the Westfield Village Subdivision Phases 4 & 5 in the combined total of \$27,723.00.

Recommendation(s): Staff recommends approval.

Summary: Associated with the development of Westfield Village Subdivision Ph. 4 & 5, the City's Thoroughfare Plan requires Victoria Avenue to be a Major Collector which extends through the Westfield Village Subdivision Phases 4 and 5 Subdivision. This oversized participation request is the cost difference between the construction of a thirty-eight foot (38') wide Minor Collector and a forty-eight foot (48') wide Major Collector for a 800 linear feet section of Victoria Avenue in the amount of \$16,785.00

Additionally, the development of Westfield Village Subdivision Ph. 4 & 5, the City required the construction of a 12 inch water line. Subsequently, the developer's engineer demonstrated that an 8 inch water line was adequate for the subject subdivision. This oversized participation request is the construction cost difference between an 8 inch water line and a 12 inch water line for a 799 linear feet section along Victoria Avenue in the amount of \$10,938.00.

Budget & Financial Summary: Water OP - \$100,000 is budgeted in the Water CIP for Victoria Avenue Water Oversize Participation. The Water portion of this contract is for \$10,938, which will bring the total funds committed to \$28,999.20.

Streets OP - \$345,639.00 is budgeted in the Streets CIP for Victoria Avenue Streets Oversize Participation. This contract is for \$16,785.00, which will bring the total funds committed to \$99,214.55.

Attachments:

1. Oversized Participation Agreement
2. Exhibit A Vicinity Map
3. Exhibit B Location Map
4. Exhibit C Engineer's Estimate and Request Letter
5. Exhibit D OP Forms

OVERSIZE PARTICIPATION AGREEMENT

This Agreement is entered into this _____ day of _____, 200__, by and between the **City of College Station**, a Texas home rule municipal corporation (hereinafter "CITY"), and **BCS Development Company**, a Texas Corporation, hereinafter "OWNER").

WHEREAS, OWNER owns and has developed property within the City of College Station, more particularly described as Westfield Village Subdivision Phases 4 and 5 (hereinafter "Property") as depicted and described on the final plat approved by the Planning and Zoning Commission on July 7, 2005, a vicinity map of which is attached hereto as **Exhibit A**; and

WHEREAS, CHAPTER 9, CITY OF COLLEGE STATION CODE OF ORDINANCES requires that OWNER conform to CITY's standards and master plans for streets and utilities and pay for all costs of materials and installation of streets, alleys, sidewalks, drainage, and utilities except where CITY agrees to participate in the cost of oversize of such improvements; and

WHEREAS, the City of College Station Utility Master Plan requires an twelve inch (12") water line, as detailed in **Exhibit B**; and

WHEREAS, the City of College Station Thoroughfare Plan requires Victoria Avenue to be a Major Collector classification, as detailed in **Exhibit B**; and

WHEREAS, OWNER has submitted an oversize cost participation request for water line improvements constructed that were in excess of the required sizing for the development; and

WHEREAS, OWNER has submitted an oversize cost participation request for Victoria Avenue street improvements constructed that were in excess of the required sizing for the development; and

WHEREAS, the City Engineer has reviewed the data, reports and analysis provided by OWNER's engineers and determined that OWNER's request for utility participation qualifies for participation funding under the criteria established in CHAPTER 9, SECTION 9, CITY OF COLLEGE STATION CODE OF ORDINANCES;

NOW, THEREFORE, for and in consideration of the recitations above and the promises and covenants herein expressed, the parties hereby agree as follows:

I. DEFINITIONS

1.1 Approved Plans means the plans and specifications that meet the requirements of this Oversize Participation Agreement, the City of College Station Codes and Ordinances and any other applicable laws, and that have been submitted to, reviewed and approved by the City of College Station Development Services Department and the City Engineer.

Contract No. _____

1.2 CITY or College Station means the City of College Station, a Texas home rule municipal corporation located at 1101 Texas Avenue, College Station, Texas 77840.

1.3 Certificate of Acceptance: A certificate issued by the City Engineer stating that the construction conforms to the plans, specifications and standards contained in or referred to in CHAPTER 9 of the CITY OF COLLEGE STATION CODE OF ORDINANCES.

1.4 Certificate of Completion/Compliance. As defined in Section 1702 of the INTERNATIONAL BUILDING CODE, 2003 Edition, as adopted and amended by the City Council of the City of College Station, a certificate stating that work was done in compliance with approved construction documents/Approved Plans.

1.5 Effective Date. The date on which this Agreement is signed by the last party whose signing makes the Agreement fully executed.

1.6 Final Completion. The term "Final Completion" means that all the work on the Project has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation, and all closeout documents have been executed and approved by the OWNER, Certificates of Completion and Acceptance have been issued for the Project, all Reports have been submitted and Reporting Requirements have been met, and DEVELOPER has fully performed any other requirements contained herein.

1.7 OWNER means BCS Development Company, a Texas Corporation, whose principal office is located at 4090 S.H. 6 South, College Station, Texas 77845.

1.8 Property means Westfield Village Subdivision Phases 4 and 5, College Station, Brazos County, Texas, as depicted and described on the final plat approved by the Planning and Zoning Commission on July 7, 2005; a vicinity map of which is provided as **Exhibit A** attached hereto and incorporated herein by reference.

1.9 Project means the construction of the water line and the Victoria Avenue street improvements as detailed in **Exhibit B** attached hereto and incorporated herein by reference.

II. OVERSIZE COST PARTICIATION

2.1 CITY agrees to cost participate to oversize the improvements as follows:

1. The construction cost difference between an eight-inch (8") water line and a twelve-inch (12") water line for a 799 linear foot section.
2. The construction cost difference between a thirty-eight-foot (38') Minor Collector street and a forty-eight-foot (48') Major Collector street for a 800 linear foot section.

2.2 The total cost of the project is \$1,149,333.00. CITY agrees to cost participate with OWNER for the actual construction cost not to exceed 2.41209% or \$27,723.00 of the specified

improvements, whichever is less. CITY's participation does not exceed 30% of the Project. Therefore, this Project was not required to be competitively bid under SECTION 252.002 et seq. of the TEXAS LOCAL GOVERNMENT CODE as amended.

2.3 The detailed total cost of the improvements is attached hereto and incorporated herein as **Exhibit C**.

2.4 OWNER warrants and certifies by the signing of this Agreement that the amount OWNER has submitted for reimbursement is the actual cost of constructing and installing the improvements specified in this request as approved by the City Engineer or his delegate. Any amount in excess of the actual cost of the improvements is unauthorized and OWNER shall be liable for the immediate repayment of any excess funds. The City Engineer or his delegate has certified that each of following applicable terms and conditions have been met for the approval of CITY's cost participation to oversize the water line and Major Collector street.

- (1) the Final Completion of the improvements in accordance with the Approved Plans;
- (2) issuance of Certificates of Completion and Acceptance;
- (3) OWNER's compliance with all CITY Codes, Ordinances and standards relating to the Property and its subdivision and development;
- (4) dedication of the land for the right-of-way either by plat or by general warranty deed;
- (5) a current title report as of the date of land dedication and updated within sixty (60) days of the date of this Agreement;
- (6) lien releases or subordinations from all lenders as required by CITY.

2.5 Oversize Participation Payment. OWNER has submitted the written application for oversize participation payment after Final Completion.

2.6 CITY will pay oversize participation funds in one payment within thirty (30) days after CITY's approval of this Agreement.

2.7 Reports, books and other records. OWNER shall make its books and other records related to the project available for inspection by CITY. OWNER shall submit to CITY any and all information or reports requested to verify the expenditures submitted for oversize participation eligibility including but not limited to bid documents, payment applications, including any supporting information, cancelled checks, copies of construction and engineering documents, as determined by the City Engineer in his sole discretion, for the verification of the cost of the infrastructure detailed in **Exhibit C** of this Agreement. The submission of these reports and information shall be the responsibility of the OWNER and shall be certified by OWNER's Licensed Professional Engineer at OWNER's expense and signed by an authorized official of the entity.

III. GOVERNMENTAL IMMUNITY, INDEMNIFICATION AND RELEASE

CITY is a political subdivision of the state and enjoys governmental immunity. By entering into this Agreement, CITY does not consent to suit, waive its governmental immunity, or the limitations as to damages under the Texas Tort Claims Act.

OWNER agrees to and shall indemnify, hold harmless, and defend CITY and 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, expert fees and attorney's fees, for injury to or death of any person, or for damage to any property, or for breach of contract, arising out of or in connection with the work done by OWNER under this Agreement, regardless of whether such injuries, death, damages or breach are caused in whole or in part by the negligence of CITY, any other party indemnified hereunder, or the OWNER.

OWNER shall indemnify and hold CITY harmless from any claims of suppliers or subcontractors of OWNER for improvements constructed or caused to be constructed by OWNER.

OWNER shall indemnify and hold CITY harmless from any and all injuries to or claims of adjacent property owners resulting from or relating to their performance under this Agreement.

OWNER assumes full responsibility for the work to be performed hereunder, and releases, relinquishes and discharges CITY, its officers, agents and employees, from all claims, demands, and causes of action of every kind and character, including the cost of defense therefore, for any injury to or death of any persons and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with, OWNER's work to be performed hereunder. This release shall apply whether or not said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether or not said claims, demands, and causes of action were caused in whole or in part by the negligence of CITY, any other party released hereunder, or OWNER.

IV. PROJECT AND CONSTRUCTION

4.1 Right to Inspect the Work. The City Engineer has inspected the improvements for compliance with the Approved Plans during construction and has issued Certificates of Acceptance and Completion. In the event that any of the work or materials furnished is not in strict accordance with the Approved Plans, OWNER shall correct or cause to be corrected at its sole cost and expense any defective or nonconforming work.

4.2 Independent Contractor. OWNER shall be solely responsible for selecting, supervising, and paying the construction contractor(s) or subcontractors and for complying with all applicable laws, including but not limited to all requirements concerning workers compensation and construction retainage.

The parties to this Agreement agree and understand that all employees, volunteers, personnel and materials furnished or used by OWNER in the installation of the specified improvements shall be the responsibility of OWNER and shall not be deemed employees or agents of CITY for any purpose.

4.3 Payment for materials and labor. OWNER is solely and exclusively responsible for compensating any of its contractors, employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and insuring that no claims or liens of any type will be filed against any property owned by CITY arising out of or incidental to the performance of any service performed pursuant to this Agreement. In the event a statutory lien notice is sent to CITY, OWNER shall, where no payment bond covers the work, upon written notice from CITY, hold CITY harmless from any losses that may result from the filing or enforcement of any said lien notice.

4.4 Affidavit of bills paid. OWNER has provided the City Engineer a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which the OWNER has been notified.

4.5 This Agreement does not alter, amend modify or replace any other requirements contained in the Code of Ordinances, Unified Development Code, or other applicable law.

V. GENERAL PROVISIONS

5.1 Amendments. 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.

5.2 Choice of law and Venue. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

5.3 Authority to enter into Agreement. Each party represents that it has the full power and authority to enter into and perform this Agreement. The person executing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The person executing this Agreement on behalf of OWNER represents that he or she is authorized to sign on behalf of OWNER and agrees to provide proof of such authorization to CITY upon request.

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

5.5 Notice. All notices and documents required herein shall be sent and provided to the parties at the addresses and telephone numbers listed below:

BCS Development Company	City of College Station
4090 S.H. 6 South	City Engineer
College Station, Texas 77845	P.O. Box 9960

College Station, Texas 77842

With copies to:
City Attorney and City Manager
1101 Texas Avenue
College Station, TX 77842

All notices and documents shall be deemed received when mailed with sufficient postage and deposited in a regular mailbox of the United States Post Office. The parties may change addresses upon thirty (30) days' written notice sent certified mail, return receipt requested.

5.6 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by OWNER without the prior written approval of CITY.

5.7 Default. In the event of a breach of this Agreement by OWNER, CITY may terminate this Agreement and exercise any and all legal remedies available to it.

Executed this _____ day of _____, 200__

BCS DEVELOPMENT COMPANY
a Texas Corporation

CITY OF COLLEGE STATION

By: 
RANDY FRENCH, President

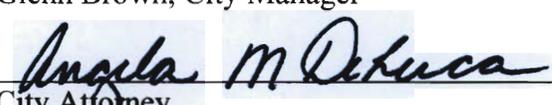
BY: _____
RON SILVIA, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:

Glenn Brown, City Manager


City Attorney

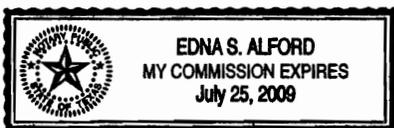
Jeff Kersten, Finance and Strategic Planning
Director

THE STATE OF TEXAS)
)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared Randy French, of BCS Development Co, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 11th day of May, 2006.



Edna S. Alford
Notary Public in and for the State of Texas

THE STATE OF TEXAS)
)
COUNTY OF BRAZOS)

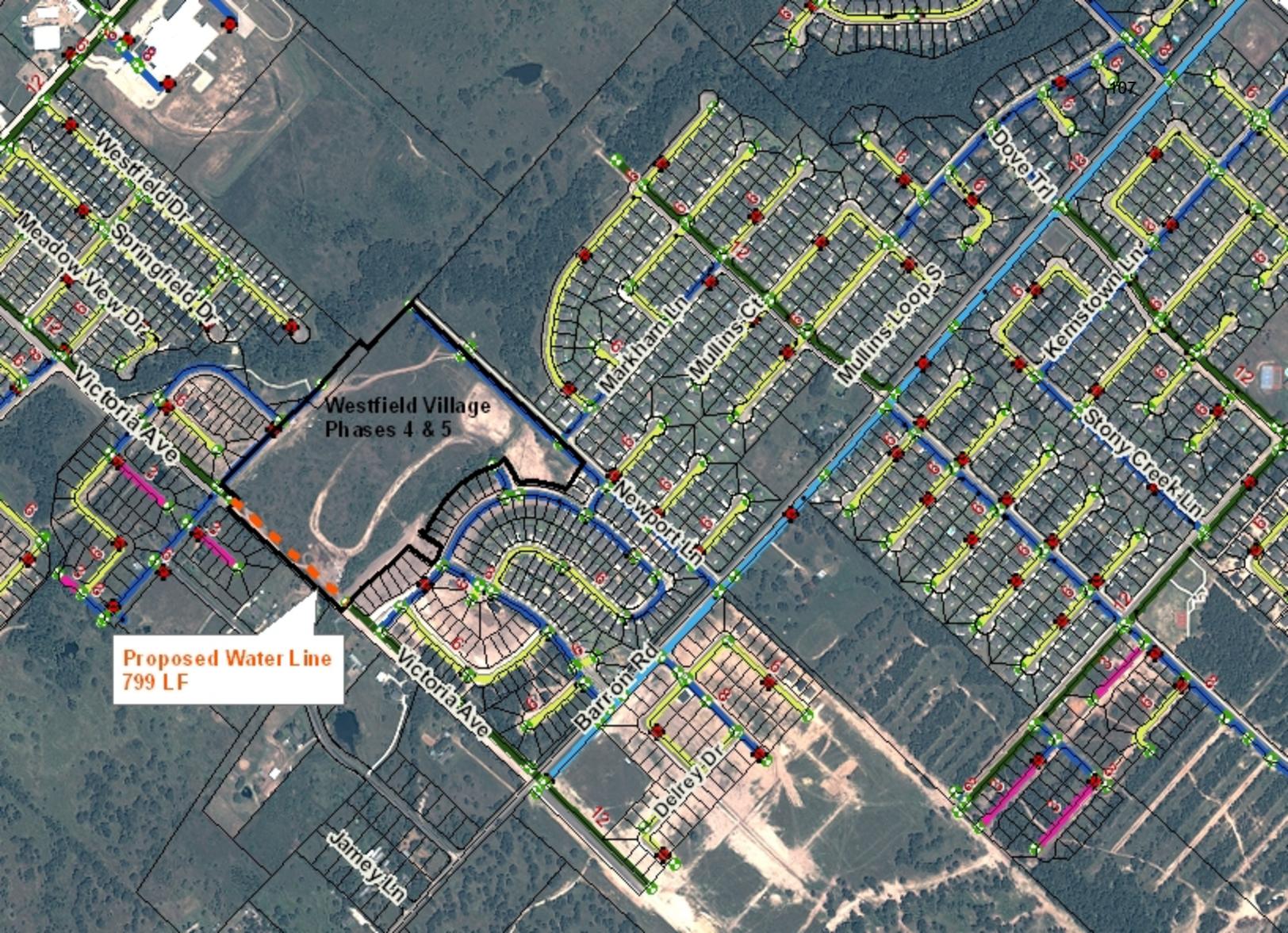
ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared Ron Silvia as Mayor of the City of College Station, a Texas home-rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the ___ day of _____, 200__.

Notary Public in and for the State of Texas





Westfield Village
Phases 4 & 5

Proposed Water Line
799 LF

Westfield Dr
Springfield Dr

Meadow View Dr
Victoria Ave

Markham Ln
Mullins Ct

Mullins Loop S
Dove Trl

Kenstovall Ln
Stony Creek Ln

Newport Ln
Barron Rd

Victoria Ave
Delrey Dr

Jamey Ln

407

12

12

12

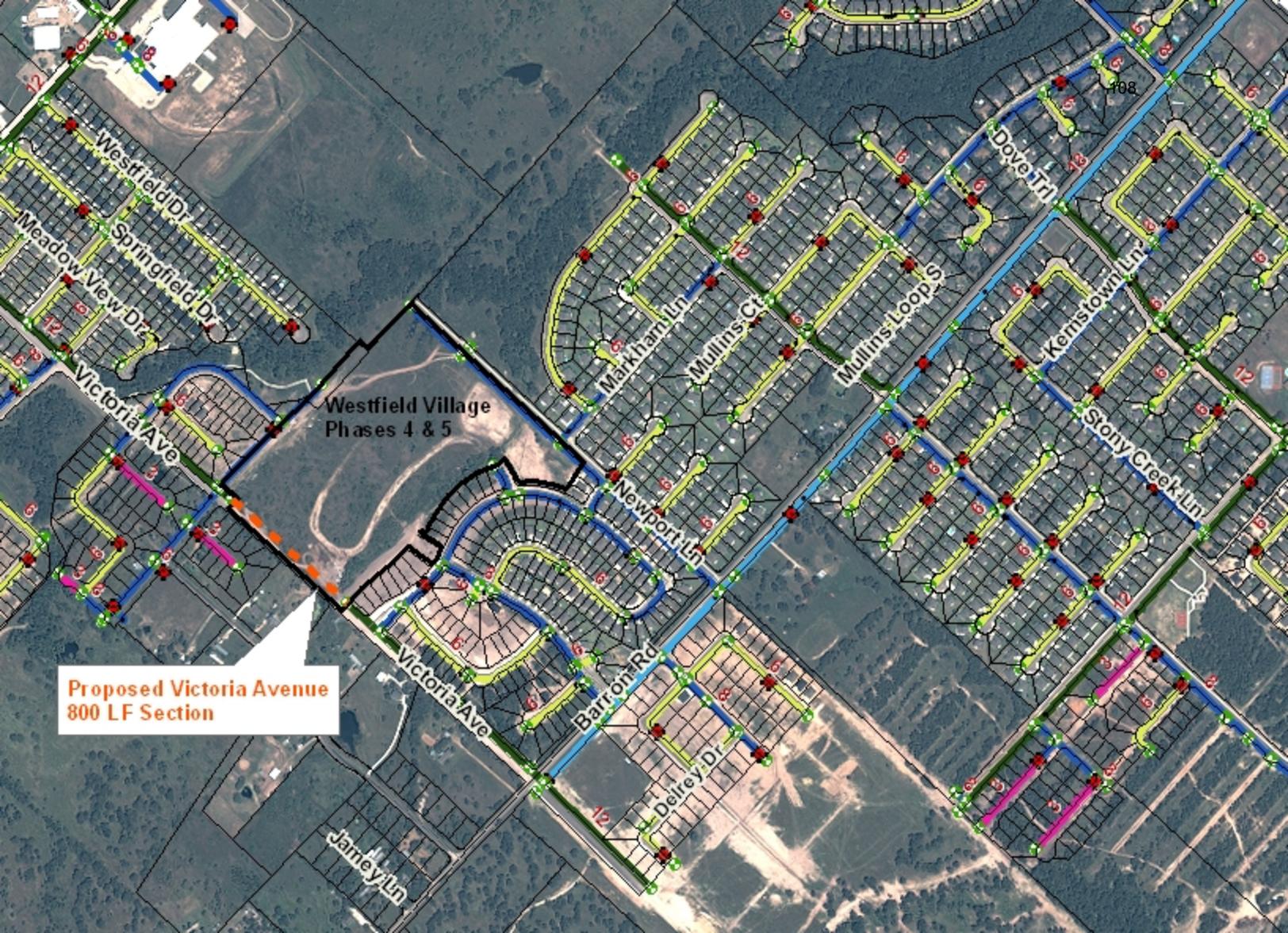
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Westfield Village
Phases 4 & 5

**Proposed Victoria Avenue
800 LF Section**



June 3, 2005

Mr. Alan Gibbs
City of College Station
P.O. Box 9960
College Station, Texas 77842

Re: Westfield Village, Phases 4 & 5 – Oversize Participation Request

Dear Alan:

On behalf of the owner, Randy French, I request oversize participation by the City of College Station for construction costs associated with the development of Westfield Village, Phases 4 & 5. Oversize participation is requested for two aspects of the development. The first is the increased width of Victoria Avenue from 38 feet to 48 feet as called for on the city's Thoroughfare Plan. The estimated cost for this oversizing is \$16,785.

The second oversize participation request is for the increased water line size on Victoria Avenue. The line is being increased from an 8" to a 12" diameter to match the existing line on other portions of that street. The smaller line size was determined to be sufficient in the Water Report submitted with Phase 1. The estimated cost for this oversizing is \$10,938.

The total Oversize Participation cost being requested with this project is \$27,723. Enclosed with this letter is my detailed estimate of these costs. Please forward this request to the appropriate officials for consideration and approval. Thank you.

Sincerely,

Kent Laza, P.E.
Project Administrator

xc: Randy French

enclosure

Westfield Village, Phases 4 & 5
Oversize Participation Computations
June 3, 2005

48' vs 38' Width of Victoria Avenue

Item No.	Description	Unit	Quantity	Unit Price	Total
1	Clearing and Grubbing	acre	1.3	1,500.00	1,950
2	Roadway Excavation	C.Y.	1,533	3.50	5,366
3	6" Lime Stabilized Subgrade	S.Y.	4,415	3.25	14,349
4	7" Crushed Limestone Base	S.Y.	3,884	8.25	32,043
5	1.5" HMAC Surface Course	S.Y.	3,884	6.00	23,304
Total (48' Wide Victoria Ave.)					\$77,011

1	Clearing and Grubbing	acre	1.1	1,500.00	1,650
2	Roadway Excavation	C.Y.	1,238	3.50	4,333
3	6" Lime Stabilized Subgrade	S.Y.	3,532	3.25	11,479
4	7" Crushed Limestone Base	S.Y.	3,001	8.25	24,758
5	1.5" HMAC Surface Course	S.Y.	3,001	6.00	18,006
Total (38' Wide Victoria Ave.)					\$60,226
Oversize Cost - Pavement					\$16,785

12" vs 8" Water System along Victoria Avenue

Item No.	Description	Unit	Quantity	Unit Price	Total
1	12" PVC, C909 Water Line, Str. Backfill	L.F.	799	32.00	25,568
2	12" Gate Valve	EACH	1	1,250.00	1,250
3	12"x 13" Anchor Coupling	EACH	3	250.00	750
4	12"x 45 degree Bend	EACH	8	350.00	2,800
Total (12" System)					\$30,368

1	8" PVC, C909 Water Line, Non-Str. Backfill	L.F.	799	20.00	15,980
2	8" Gate Valve	EACH	1	800.00	800
3	8"x 13" Anchor Coupling	EACH	3	150.00	450
4	8"x 45 degree Bend	EACH	8	275.00	2,200
Total (8" System)					\$19,430
Oversize Cost - Water System					\$10,938



WESTFIELD VILLAGE, PHASES 4 & 5

111

Engineer's Estimate

May 27, 2005

Item No.	Description	Unit	Quantity	Unit Price	Total
Paving Construction					
1	Mobilization	Lump Sum	1	5,000.00	5,000
2	Clearing and Grubbing	acre	6.7	1,500.00	10,050
3	Roadway Excavation	C.Y.	4,004	3.50	14,014
4	6" Lime Stabilized Subgrade	S.Y.	19,693	3.25	64,002
5	Extra Lime	Ton	125	90.00	11,250
6	7" Crushed Limestone Base	S.Y.	7,316	8.25	60,357
7	6" Crushed Limestone Base	S.Y.	9,011	7.25	65,330
8	1.5" HMA Surface Course	S.Y.	16,694	6.00	100,164
9	Curb and Gutter (all types)	L.F.	9,578	8.50	81,413
10	Concrete Pavement (alleys)	S.Y.	824	30.00	24,720
11	Concrete Pavement (aprons)	S.Y.	1,462	33.00	48,246
12	Sidewalks	S.F.	2,272	3.25	7,384
13	HC Ramps	S.F.	130	9.00	1,170
14	Type III Barricades	EACH	2	500.00	1,000
Paving Subtotal					\$494,100
Drainage System Construction					
15	Channel Excavation	C.Y.	1,995	3.50	6,983
16	15" Reinf. Concrete Pipe, Str. Backfill	L.F.	108	35.00	3,780
17	18" Reinf. Concrete Pipe, Str. Backfill	L.F.	542	40.00	21,680
18	21" Reinf. Concrete Pipe, Str. Backfill	L.F.	388	45.00	17,460
19	21" Reinf. Concrete Pipe, Non-Str. Backfill	L.F.	167	40.00	6,680
20	24" Reinf. Concrete Pipe, Str. Backfill	L.F.	131	50.00	6,550
21	27" Reinf. Concrete Pipe, Str. Backfill	L.F.	387	60.00	23,220
22	27" Reinf. Concrete Pipe, Non-Str. Backfill	L.F.	305	55.00	16,775
23	30" Reinf. Concrete Pipe, Str. Backfill	L.F.	298	70.00	20,860
24	30" Reinf. Concrete Pipe, Non-Str. Backfill	L.F.	91	60.00	5,460
25	48" Reinf. Concrete Pipe, Str. Backfill	L.F.	112	130.00	14,560
26	5'x 4' RCBC Str. Backfill	L.F.	32	250.00	8,000
27	5'x 4' RCBC Non-Str. Backfill	L.F.	44	240.00	10,560
28	Trench Grate	EACH	1	2,500.00	2,500
29	Standard 10' Inlet	EACH	3	2,500.00	7,500
30	Standard 5' Inlet	EACH	16	2,200.00	35,200
31	Special 10' Inlet	EACH	1	4,000.00	4,000
32	Special 5' Inlet	EACH	2	2,500.00	5,000
33	Standard Junction Box	EACH	4	2,000.00	8,000
34	Sloped HW for 21" RCP	EACH	1	1,000.00	1,000
35	Sloped HW for 27" RCP	EACH	1	1,200.00	1,200
36	Sloped HW for 30" RCP	EACH	1	1,500.00	1,500
37	Sloped HW for 5'x 4' RCBC	EACH	2	3,000.00	6,000
38	Dry Rip Rap	S.F.	886	5.50	4,873
39	Construction Exit	EACH	3	1,500.00	4,500
40	Inlet Protection	EACH	21	75.00	1,575
41	Hydromulch Seeding (Street ROW - 10 ft either side)	S.Y.	12,700	0.50	6,350
42	Hydromulch Seeding (Channel - 60 ft wide)	S.Y.	4,400	0.50	2,200
43	Silt Fence	L.F.	1,600	2.00	3,200
44	Hay bale barriers	EACH	6	200.00	1,200
45	Stormwater Pollution Prevention Plan	Lump Sum	1	5,000.00	5,000
Drainage System Subtotal					\$263,366

WESTFIELD VILLAGE, PHASES 4 & 5

Engineer's Estimate

May 27, 2005

Item No.	Description	Unit	Quantity	Unit Price	Total
Water System Construction					
46	3" PVC, D2241 Water Line, Str. Backfill	L.F.	92	12.00	1,104
47	3" PVC, D2241 Water Line, Non-Str. Backfill	L.F.	177	10.00	1,770
48	6" PVC, C909 Water Line, Str. Backfill	L.F.	98	22.00	2,156
49	6" PVC, C909 Water Line, Non-Str. Backfill	L.F.	529	16.00	8,464
50	8" PVC, C909 Water Line, Str. Backfill	L.F.	1,258	26.00	32,708
51	8" PVC, C909 Water Line, Non-Str. Backfill	L.F.	1,480	20.00	29,600
52	12" PVC, C909 Water Line, Str. Backfill	L.F.	799	32.00	25,568
53	Fire Hydrant Assembly	EACH	6	2,500.00	15,000
54	3" Gate Valve	EACH	2	300.00	600
55	6" Gate Valve	EACH	2	600.00	1,200
56	8" Gate Valve	EACH	4	800.00	3,200
57	12" Gate Valve	EACH	1	1,250.00	1,250
58	12"x 13" Anchor Coupling	EACH	3	250.00	750
59	8"x 13" Anchor Coupling	EACH	7	150.00	1,050
60	6"x 13" Anchor Coupling	EACH	3	100.00	300
61	8"x 6" Tee	EACH	1	350.00	350
62	8"x 4" Tee	EACH	2	350.00	700
63	8"x 1.5" Tapped Tee	EACH	6	300.00	1,800
64	8"x 1" Tapped Tee	EACH	5	300.00	1,500
65	12"x 45 degree Bend	EACH	8	350.00	2,800
66	8"x 45 degree Bend	EACH	5	275.00	1,375
67	8"x 22.5 degree Bend	EACH	2	275.00	550
68	8"x 11.25 degree Bend	EACH	1	275.00	275
69	6"x 45 degree Bend	EACH	2	225.00	450
70	6"x 22.5 degree Bend	EACH	4	225.00	900
71	6"x 11.25 degree Bend	EACH	1	225.00	225
72	4"x 3" Reducer	EACH	2	200.00	400
73	2" Blow Off	EACH	1	500.00	500
74	1" Blow Off	EACH	2	400.00	800
75	1" Service, ≤ 20 ft. length (avg. length = 3 ft.)	EACH	5	350.00	1,750
76	1" Service, > 20 ft. length (avg. length = 50 ft.)	EACH	5	900.00	4,500
77	1.5" Service, ≤ 20 ft. length (avg. length = 3 ft.)	EACH	24	400.00	9,600
78	1.5" Service, > 20 ft. length (avg. length = 54 ft.)	EACH	24	1,000.00	24,000
Water System Subtotal					\$177,195

WESTFIELD VILLAGE, PHASES 4 & 5

Engineer's Estimate
May 27, 2005

Item No.	Description	Unit	Quantity	Unit Price	Total
Sewer System Construction					
79	6" PVC, D-3034, Str. Backfill	L.F.	766	40.00	30,640
80	6" PVC, D-3034, Non-Str. Backfill	L.F.	1,864	32.00	59,648
81	6" PVC, D-2241, Str. Backfill	L.F.	80	42.00	3,360
82	8" PVC, D-3034, Str. Backfill	L.F.	70	45.00	3,150
83	8" PVC, D-3034, Non-Str. Backfill	L.F.	604	35.00	21,140
84	8" PVC, D-2241, Str. Backfill	L.F.	30	47.00	1,410
85	8" PVC, D-2241, Non-Str. Backfill	L.F.	10	37.00	370
86	Standard Manhole, 6.01-8.00 ft. deep	EACH	4	1,900.00	7,600
87	Standard Manhole, 8.01-10.00 ft. deep	EACH	11	2,100.00	23,100
88	Standard Manhole, 10.01-12.00 ft. deep	EACH	1	2,400.00	2,400
89	Standard Clean Out	EACH	5	500.00	2,500
90	Connect to Existing Manhole	Lump Sum	1	500.00	500
91	4" Services ≤ 20 ft. (avg length = 8 ft.)	EACH	39	450.00	17,550
92	4" Services >20 ft. (avg. length = 46 ft.)	EACH	24	1,400.00	33,600
93	Trench Safety (sanitary sewer)	L.F.	3,424	2.25	7,704
Sewer System Subtotal					\$214,672

Summary

Paving Subtotal	\$494,100
Drainage System Subtotal	263,366
Water System Subtotal	177,195
Sewer System Subtotal	214,672
Total	\$1,149,333



OVERSIZE PARTICIPATION REQUEST

OP REQUEST # ST-9928.



CITY OF COLLEGE STATION

Planning and Development Services

Project Name:	Westfield Village Phases 4&5
Subdivision/ Lot:	Westfield Village Phases 4&5
Developer:	Stylecraft, Randy French
Engineer/ Firm:	Kent Laza / McClure & Browne Engineering/Surveying, Inc.
Project Description:	Increase the width of Victoria Avenue from 38 ft wide to 48 ft in accordance with the Thoroughfare Plan
Total Cost Estimate:	\$1,149,333.00
City Contribution Requested:	Water: \$10,938.00; Street: \$16,785.00 ; Total: \$27,723.00(2.4%)
Construction Schedule:	Summer '05
Comments:	Cost participation is as shown on the estimate and a depiction of this section of Victoria is attached.
P/DS Engineer Signature/ Date	<i>[Signature]</i> 8-19-5

Public Works

City Engineer Approval:

Director Approval:

Comments:

[Signature] 8/22/05
[Signature]

FUNDING: Victoria Street OP Fund Budget Amount Available: \$ 597,125.25
Current Request: \$ 16,785.00
Remaining Amount Available: \$ 580,340.25

Finance

Funding Source: Victoria Street OP Fund

Approval (Signature & Date):

[Signature] *[Signature]* 8-26-05

Note: Attach location map and engineer's estimate.

OVERSIZE PARTICIPATION REQUEST

OP REQUEST # WF0537425 / 002.



CITY OF COLLEGE STATION

Planning and Development Services

Project Name:	Westfield Village Phases 4&5
Subdivision/ Lot:	Westfield Village Phases 4&5
Developer:	Stylecraft, Randy French
Engineer/ Firm:	Kent Laza / McClure & Browne Engineering/Surveying, Inc.
Project Description:	Upsize proposed 8-in waterline to 12-in
Total Cost Estimate:	\$1,149,333.00
City Contribution Requested:	Water: \$10,938.00; Street: \$16,785.00; Total: \$27,723.00(2.4%)
Construction Schedule:	Summer '05
Comments:	This OP is to oversize a proposed 8-in water line to a 12-in. Cost participation is as shown on the graphic and estimate.
P/DS Engineer Signature/ Date	<i>Ann Pitts</i> 8-19-5

College Station Utilities

Engineer Approval: *[Signature]*

Division Manager Approval: *[Signature]* 25 Aug 05

Director Approval: *[Signature]* for Mr Woody 25 Aug 05

Comments:

FUNDING: ~~VICTORIA WATER OP~~ Budget Available: \$ 81,938.80
 Current Request: \$ 10,938.00
 Remaining Amount Available: \$ 71,000.80 ✓

Finance

Funding Source: WATER CAPITAL PROJECTS FUND

Approval (Signature & Date): *[Signature]* 10-5-05

Note: Attach location map and engineer's estimate.

May 25, 2006
Consent Agenda
Castlegate Phase 6 – Water & Sanitary Oversize Participation Request

To: Glenn Brown, City Manager

From: Charles McLemore, Acting Director of Public Works

Agenda Caption: Presentation, possible action and discussion on a request for Oversize Participation (OP) for a water and sanitary line improvement in the Castlegate Subdivision Phase 6 in the combined total of \$23,198.00.

Recommendation(s): Staff recommends approval.

Summary: Associated with the development of Castlegate Subdivision Phase 6, the City required the construction of an 8 inch water line. Subsequently, the developer's engineer demonstrated that the 8 inch water line was not necessary for the subject subdivision. This oversized participation request is the construction cost difference with the extension of an 8 inch water line 172 linear feet section near the western end of Amberly Place in the amount of \$5,784.00.00.

Additionally, the development of Castlegate Subdivision Ph. 6, the City required the construction of an 8 inch sanitary line. Subsequently, the developer's engineer demonstrated that an 8 inch sanitary line was not necessary for the subject subdivision. This oversized participation request is the construction cost difference with the extension of an 8 inch sanitary line for 413 linear feet section along Greens Prairie Road in the amount of \$17,414.00.

Budget & Financial Summary: Water OP - \$200,000 was budgeted in FY05 in the Water CIP for Oversize Participation and Planning projects. These funds were not expended in FY05 and are available for use in FY06. The Water portion of this contract is for \$5,784.

Wastewater OP - \$250,000 was budgeted in FY05 in the Wastewater CIP for Oversize Participation and Planning projects. These funds were not expended in FY05 and are available for use in FY06. The Wastewater portion of this contract is for \$17,414.

Attachments:

1. Oversized Participation Agreement
2. Exhibit A Vicinity Map
3. Exhibit B Utility Location Map
4. Exhibit C Engineer's Estimate and Request Letter
5. Exhibit D Internal Utility OP Forms

OVERSIZE PARTICIPATION AGREEMENT

This Agreement is entered into this _____ day of _____, 200__, by and between the **City of College Station**, a Texas home rule municipal corporation (hereinafter "CITY"), and **Greens Prairie Investors, Ltd.**, a Texas Limited Partnership, hereinafter "OWNER").

WHEREAS, OWNER owns and has developed property within the City of College Station, more particularly described as Castlegate Subdivision Phase 6 (hereinafter "Property") as depicted and described on the final plat approved by the Planning and Zoning Commission on August 4, 2005, a vicinity map of which is attached hereto as **Exhibit A**; and

WHEREAS, CHAPTER 9, CITY OF COLLEGE STATION CODE OF ORDINANCES requires that OWNER conform to CITY's standards and master plans for streets and utilities and pay for all costs of materials and installation of streets, alleys, sidewalks, drainage, and utilities except where CITY agrees to participate in the cost of oversize of such improvements; and

WHEREAS, the City of College Station Utility Master Plan requires an eight inch (8") water line, as detailed in **Exhibit B**; and

WHEREAS, the City of College Station Utility Master Plan requires an eight inch (8") sanitary sewer line, as detailed in **Exhibit B**; and

WHEREAS, OWNER has submitted an oversize cost participation request for water line improvements constructed that were in excess of the required sizing for the development; and

WHEREAS, OWNER has submitted an oversize cost participation request for sanitary sewer line improvements constructed that were in excess of the required sizing for the development; and

WHEREAS, the City Engineer has reviewed the data, reports and analysis provided by OWNER's engineers and determined that OWNER's request for utility participation qualifies for participation funding under the criteria established in CHAPTER 9, SECTION 9, CITY OF COLLEGE STATION CODE OF ORDINANCES;

NOW, THEREFORE, for and in consideration of the recitations above and the promises and covenants herein expressed, the parties hereby agree as follows:

I. DEFINITIONS

1.1 Approved Plans means the plans and specifications that meet the requirements of this Oversize Participation Agreement, the City of College Station Codes and Ordinances and any other applicable laws, and that have been submitted to, reviewed and approved by the City of College Station Development Services Department and the City Engineer.

Contract No. 06-071

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1.2 CITY or College Station means the City of College Station, a Texas home rule municipal corporation located at 1101 Texas Avenue, College Station, Texas 77840.

1.3 Certificate of Acceptance: A certificate issued by the City Engineer stating that the construction conforms to the plans, specifications and standards contained in or referred to in CHAPTER 9 of the CITY OF COLLEGE STATION CODE OF ORDINANCES.

1.4 Certificate of Completion/Compliance. As defined in Section 1702 of the INTERNATIONAL BUILDING CODE, 2003 Edition, as adopted and amended by the City Council of the City of College Station, a certificate stating that work was done in compliance with approved construction documents/Approved Plans.

1.5 Effective Date. The date on which this Agreement is signed by the last party whose signing makes the Agreement fully executed.

1.6 Final Completion. The term "Final Completion" means that all the work on the Project has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation, and all closeout documents have been executed and approved by the OWNER, Certificates of Completion and Acceptance have been issued for the Project, all Reports have been submitted and Reporting Requirements have been met, and DEVELOPER has fully performed any other requirements contained herein.

1.7 OWNER means Greens Prairie Investors, Ltd., a Texas Limited Partnership, whose principal office is located at 4490 Castlegate Drive, Texas 77845.

1.8 Property means Castlegate Subdivision Phase 6, College Station, Brazos County, Texas, as depicted and described on the final plat approved by the Planning and Zoning Commission on August 4, 2005; a vicinity map of which is provided as **Exhibit A** attached hereto and incorporated herein by reference.

1.9 Project means the construction of the water line and sanitary sewer line improvements as detailed in **Exhibit B** attached hereto and incorporated herein by reference.

II. OVERSIZE COST PARTICIATION

2.1 CITY agrees to cost participate to oversize the improvements as follows:

1. The construction cost of an eight-inch (8") water line for a 172 linear foot section.
2. The construction cost of an eight-inch (8") sanitary sewer line for a 413 linear foot section.

2.2 The total cost of the project is \$130,530.00. CITY agrees to cost participate with OWNER for the actual construction cost not to exceed 17.77216% or \$23,198.00 of the specified improvements, whichever is less. CITY's participation does not exceed 30% of the Project.

2 of 7

Contract No. 06-071

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Therefore, this Project was not required to be competitively bid under SECTION 252.002 et seq. of the TEXAS LOCAL GOVERNMENT CODE as amended.

2.3 The detailed total cost of the improvements is attached hereto and incorporated herein as **Exhibit C**.

2.4 OWNER warrants and certifies by the signing of this Agreement that the amount OWNER has submitted for reimbursement is the actual cost of constructing and installing the improvements specified in this request as approved by the City Engineer or his delegate. Any amount in excess of the actual cost of the improvements is unauthorized and OWNER shall be liable for the immediate repayment of any excess funds. The City Engineer or his delegate has certified that each of following applicable terms and conditions have been met for the approval of CITY's cost participation to oversize the water line and the sanitary sewer line.

- (1) the Final Completion of the improvements in accordance with the Approved Plans;
- (2) issuance of Certificates of Completion and Acceptance;
- (3) OWNER's compliance with all CITY Codes, Ordinances and standards relating to the Property and its subdivision and development;
- (4) dedication of the land for the right-of-way either by plat or by general warranty deed;
- (5) a current title report as of the date of land dedication and updated within sixty (60) days of the date of this Agreement;
- (6) lien releases or subordinations from all lenders as required by CITY.

2.5 Oversize Participation Payment. OWNER has submitted the written application for oversize participation payment after Final Completion.

2.6 CITY will pay oversize participation funds in one payment within thirty (30) days after CITY's approval of this Agreement.

2.7 Reports, books and other records. OWNER shall make its books and other records related to the project available for inspection by CITY. OWNER shall submit to CITY any and all information or reports requested to verify the expenditures submitted for oversize participation eligibility including but not limited to bid documents, payment applications, including any supporting information, cancelled checks, copies of construction and engineering documents, as determined by the City Engineer in his sole discretion, for the verification of the cost of the infrastructure detailed in **Exhibit C** of this Agreement. The submission of these reports and information shall be the responsibility of the OWNER and shall be certified by OWNER's Licensed Professional Engineer at OWNER's expense and signed by an authorized official of the entity.

III. GOVERNMENTAL IMMUNITY, INDEMNIFICATION AND RELEASE

CITY is a political subdivision of the state and enjoys governmental immunity. By entering into this Agreement, CITY does not consent to suit, waive its governmental immunity, or the limitations as to damages under the Texas Tort Claims Act.

OWNER agrees to and shall indemnify, hold harmless, and defend CITY and 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, expert fees and attorney's fees, for injury to or death of any person, or for damage to any property, or for breach of contract, arising out of or in connection with the work done by OWNER under this Agreement, regardless of whether such injuries, death, damages or breach are caused in whole or in part by the negligence of CITY, any other party indemnified hereunder, or the OWNER.

OWNER shall indemnify and hold CITY harmless from any claims of suppliers or subcontractors of OWNER for improvements constructed or caused to be constructed by OWNER.

OWNER shall indemnify and hold CITY harmless from any and all injuries to or claims of adjacent property owners resulting from or relating to their performance under this Agreement.

OWNER assumes full responsibility for the work to be performed hereunder, and releases, relinquishes and discharges CITY, its officers, agents and employees, from all claims, demands, and causes of action of every kind and character, including the cost of defense therefore, for any injury to or death of any persons and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with, OWNER's work to be performed hereunder. This release shall apply whether or not said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether or not said claims, demands, and causes of action were caused in whole or in part by the negligence of CITY, any other party released hereunder, or OWNER.

IV. PROJECT AND CONSTRUCTION

4.1 Right to Inspect the Work. The City Engineer has inspected the improvements for compliance with the Approved Plans during construction and has issued Certificates of Acceptance and Completion. In the event that any of the work or materials furnished is not in strict accordance with the Approved Plans, OWNER shall correct or cause to be corrected at its sole cost and expense any defective or nonconforming work.

4.2 Independent Contractor. OWNER shall be solely responsible for selecting, supervising, and paying the construction contractor(s) or subcontractors and for complying with

all applicable laws, including but not limited to all requirements concerning workers compensation and construction retainage.

The parties to this Agreement agree and understand that all employees, volunteers, personnel and materials furnished or used by OWNER in the installation of the specified improvements shall be the responsibility of OWNER and shall not be deemed employees or agents of CITY for any purpose.

4.3 Payment for materials and labor. OWNER is solely and exclusively responsible for compensating any of its contractors, employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and insuring that no claims or liens of any type will be filed against any property owned by CITY arising out of or incidental to the performance of any service performed pursuant to this Agreement. In the event a statutory lien notice is sent to CITY, OWNER shall, where no payment bond covers the work, upon written notice from CITY, hold CITY harmless from any losses that may result from the filing or enforcement of any said lien notice.

4.4 Affidavit of bills paid. OWNER has provided the City Engineer a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which the OWNER has been notified.

4.5 This Agreement does not alter, amend modify or replace any other requirements contained in the Code of Ordinances, Unified Development Code, or other applicable law.

V. GENERAL PROVISIONS

5.1 Amendments. 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.

5.2 Choice of law and Venue. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

5.3 Authority to enter into Agreement. Each party represents that it has the full power and authority to enter into and perform this Agreement. The person executing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The person executing this Agreement on behalf of OWNER represents that he or she is authorized to sign on behalf of OWNER and agrees to provide proof of such authorization to CITY upon request.

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

5.5 Notice. All notices and documents required herein shall be sent and provided to the parties at the addresses and telephone numbers listed below:

Greens Prairie Investors, Ltd. _____ City of College Station
 4490 Castlegate Drive _____ City Engineer
 College Station, Texas 77845 _____ P.O. Box 9960
 _____ College Station, Texas 77842

With copies to:
 City Attorney and City Manager
 1101 Texas Avenue
 College Station, TX 77842

All notices and documents shall be deemed received when mailed with sufficient postage and deposited in a regular mailbox of the United States Post Office. The parties may change addresses upon thirty (30) days' written notice sent certified mail, return receipt requested.

5.6 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by OWNER without the prior written approval of CITY.

5.7 Default. In the event of a breach of this Agreement by OWNER, CITY may terminate this Agreement and exercise any and all legal remedies available to it.

Executed this _____ day of _____, 200__

GREENS PRAIRIE INVESTORS, LTD.
 a Texas Limited Partnership

CITY OF COLLEGE STATION

By: Greens Prairie Associates, L.L.C.
 A Texas Limited Liability Company,
 Its General Partner

BY: _____
 RON SILVIA, Mayor

By: Wallace Phillips Mgr.
 WALLACE PHILLIPS, Manager

ATTEST:

 Connie Hooks, City Secretary
 APPROVED:

 Glenn Brown, City Manager

Angela M DeLuca
 City Attorney

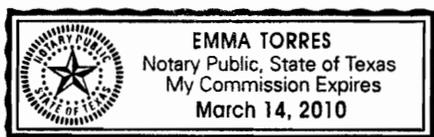
 Jeff Kersten, Finance and Strategic Planning
 Director

THE STATE OF TEXAS)
)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared Wallace Phillips, as Manager of Greens Prairie Associates, L.L.C. a Texas Limited Liability Company, general partner of Greens Prairie Investors, Ltd., a Texas Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 8th day of May, 2006.



Emma Torres
Notary Public in and for the State of Texas

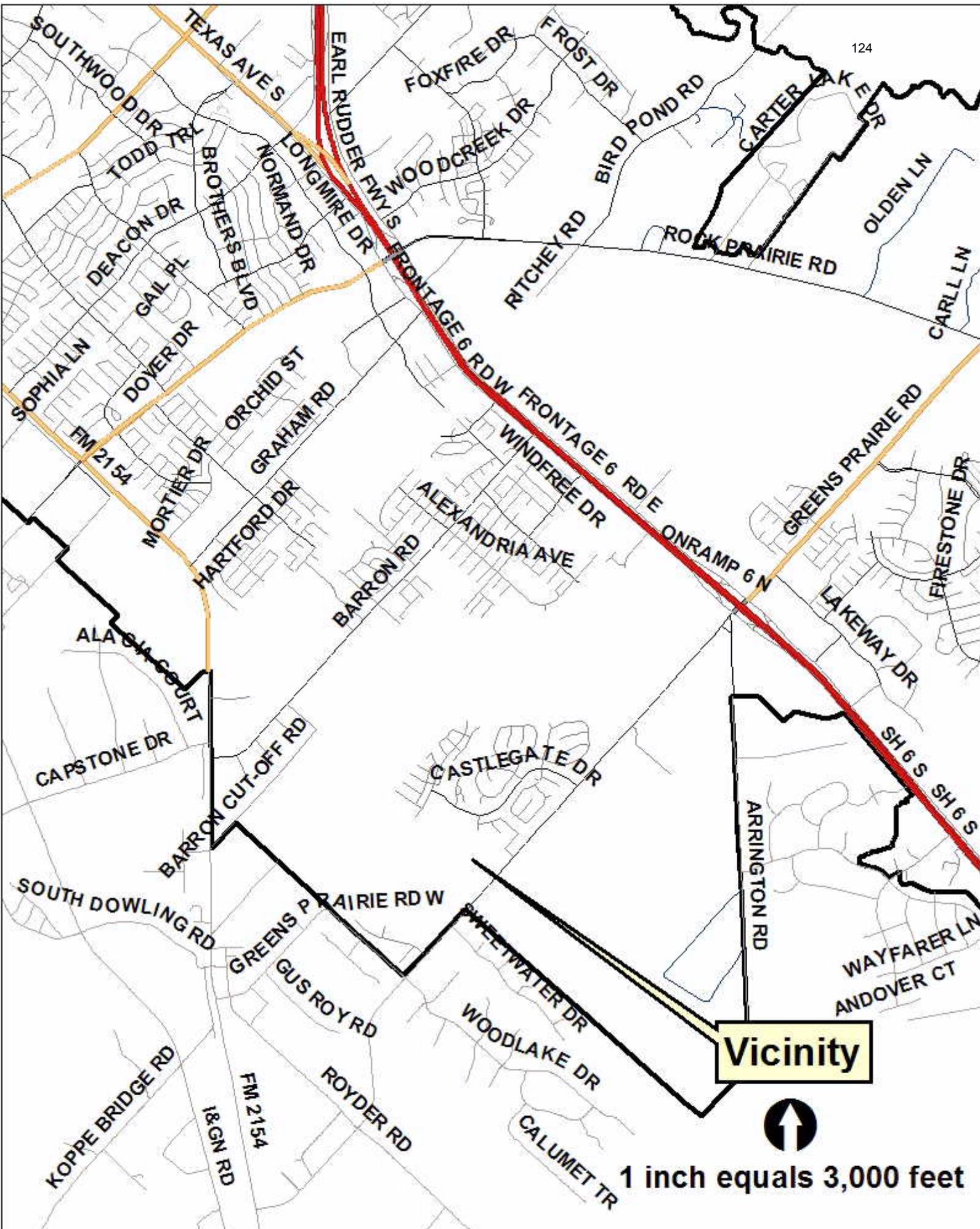
THE STATE OF TEXAS)
)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared Ron Silvia as Mayor of the City of College Station, a Texas home-rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the ___ day of _____, 200__.

Notary Public in and for the State of Texas



Vicinity



1 inch equals 3,000 feet

Greens Prairie Investors, Ltd.
4490 Castlegate Drive
College Station, TX 77845
(979) 690-7250

1:30
7-22-05
Jag 05 122¹²⁶

July 18, 2005

Alan Gibbs, P.E.
Development Engineer
City of College Station
P.O. Box 9960
College Station, TX 77842

RE: Request for Oversize Participation
Section 6, Castlegate Subdivision
College Station, Texas

Dear Mr. Gibbs:

The utilities for Section 6 of the Castlegate Subdivision were designed so that the future development of Section 7 could tie into the Section 6 waterlines. Water or sewer extensions to the adjacent property to the west were not proposed since these utilities were extended to the adjacent property with the construction of Section 9 of Castlegate. At the end of Victoria Drive, the utilities are constructed all the way to the property line so the adjacent tract can tie in when it develops. The City has requested extending the water and sewer lines to the adjacent property from Section 6.

This letter is a request for oversize participation from the City of College Station for the increase in the cost due to these extensions of the proposed utilities from Section 6 to the adjacent tract. The estimated cost of providing water and sewer service to Section 6 (including allowing for future development of Section 7) is shown in Exhibit A, and a sketch is shown in Exhibit A1. The estimated cost of providing water and sewer service to Section 6 (including allowing for future development of Section 7), as well as extending these utilities to the adjacent property is shown in Exhibit B, and a sketch is shown in Exhibit B1. The total estimated cost for the oversized participation to design and construct the additional extension of the utilities is \$23,198, as shown on Exhibit C.

Please give me a call at (979) 690-7250 if you have any questions.

Sincerely Yours,


Wallace Phillips
Managing Partner

Attachments
cc: Joe Schultz, P.E. - Texcon

EXHIBIT A
COST ESTIMATE
WATER & SEWER FOR SECTION 6 ONLY
CASTLEGATE SUBDIVISION - SECTION 6
COLLEGE STATION TEXAS

Item No	Description	Estimated Quantity		Unit Price	Estimated Cost
Water					
1	8" Water PVC CL200 (C909) - Structural	131	LF	\$28.00	\$3,668
2	8" Water PVC CL200 (C909) - Non-Structural	534	LF	\$22.00	\$11,748
3	6" Water PVC CL200 (C909) - Structural	103	LF	\$26.00	\$2,678
4	6" Water PVC CL200 (C909) - Non-Structural	389	LF	\$20.00	\$7,780
5	3" Water PVC CL200 (C909) - Non-Structural	145	LF	\$16.00	\$2,320
6	8" 11.25 deg. M.J. Bends	2	EA	\$300.00	\$600
7	6" 11.25 deg. M.J. Bends	5	EA	\$250.00	\$1,250
8	3" 11.25 deg. M.J. Bends	3	EA	\$200.00	\$600
9	8" Gate Valves	3	EA	\$750.00	\$2,250
10	6" Gate Valves	1	EA	\$550.00	\$550
11	3" Gate Valves	2	EA	\$350.00	\$700
12	8" M.J. Tee	3	EA	\$350.00	\$1,050
13	6" M.J. Tee	2	EA	\$300.00	\$600
14	Fire Hydrant Assembly	2	EA	\$2,400.00	\$4,800
15	Vertical Extension for Fire Hydrant	2	EA	\$250.00	\$500
16	Connect to Existing 8" Waterline	1	EA	\$500.00	\$500
17	2" Blowoff Assembly	4	EA	\$400.00	\$1,600
18	Water Services - 1" Long	3	EA	\$750.00	\$2,250
19	Water Services - 1" Short	4	EA	\$400.00	\$1,600
20	Water Services - 1.5" Short	1	EA	\$500.00	\$500
21	Water Services - 1.5" Long	7	EA	\$830.00	\$5,810
				Subtotal	\$53,354
Sewer					
22	6" SDR 26 C-2241 Pipe Non-Structural	460	LF	\$22.00	\$10,120
23	6" SDR 26 C-2241 Pipe Structural	256	LF	\$30.00	\$7,680
24	8" SDR 26 C-3034 Pipe Non-Structural	553	LF	\$26.00	\$14,378
25	8" Class 350 Ductile Iron Pipe Non-Structural	0	LF	\$34.00	\$0
26	8" Class 350 Ductile Iron Pipe Structural	0	LF	\$34.00	\$0
27	Manholes - <8' Depth	4	EA	\$2,200.00	\$8,800
28	Manholes - 8'-10' Depth	2	EA	\$2,400.00	\$4,800
29	4" Sewer Service Single SS	2	EA	\$350.00	\$700
30	4" Sewer Service Single LS	1	EA	\$600.00	\$600
31	6" Sewer Service Double SS	7	EA	\$500.00	\$3,500
32	6" Sewer Service Double LS	3	EA	\$800.00	\$2,400
33	Connect to Existing Manhole	1	EA	\$1,000.00	\$1,000
				Subtotal	\$53,978
				Total Water	\$53,354
				Total Sewer	\$53,978
				TOTAL	\$107,332

EXHIBIT B
COST ESTIMATE
EXTENDING WATER & SEWER TO ADJACENT PROPERTY
CASTLEGATE SUBDIVISION - SECTION 6
COLLEGE STATION, TEXAS

Item No.	Description	Estimated Quantity		Unit Price	Estimated Cost
Water					
1	8" Water PVC CL200 (C909) - Structural	131	LF	\$28.00	\$3,668
2	8" Water PVC CL200 (C909) - Non-Structural	706	LF	\$22.00	\$15,532
3	6" Water PVC CL200 (C909) - Structural	103	LF	\$26.00	\$2,678
4	6" Water PVC CL200 (C909) - Non-Structural	389	LF	\$20.00	\$7,780
5	3" Water PVC CL200 (C909) - Non-Structural	145	LF	\$16.00	\$2,320
6	8" 11.25 deg. M.J. Bends	2	EA	\$300.00	\$600
7	6" 11.25 deg. M.J. Bends	5	EA	\$250.00	\$1,250
8	3" 11.25 deg. M.J. Bends	3	EA	\$200.00	\$600
9	8" Gate Valves	4	EA	\$750.00	\$3,000
10	6" Gate Valves	1	EA	\$550.00	\$550
11	3" Gate Valves	2	EA	\$350.00	\$700
12	8" M.J. Tee	4	EA	\$350.00	\$1,400
13	6" M.J. Tee	2	EA	\$300.00	\$600
14	Fire Hydrant Assembly	2	EA	\$2,400.00	\$4,800
15	Vertical Extension for Fire Hydrant	2	EA	\$250.00	\$500
16	Connect to Existing 8" Waterline	1	EA	\$500.00	\$500
17	2" Blowoff Assembly	5	EA	\$400.00	\$2,000
18	Water Services - 1" Long	3	EA	\$750.00	\$2,250
19	Water Services - 1" Short	4	EA	\$400.00	\$1,600
20	Water Services - 1.5" Short	1	EA	\$500.00	\$500
21	Water Services - 1.5" Long	7	EA	\$830.00	\$5,810
22	Engineering for Re-design	1	LS	\$500.00	\$500
				Subtotal	\$59,138
Sewer					
23	6" SDR 26 C-2241 Pipe Non-Structural	460	LF	\$22.00	\$10,120
24	6" SDR 26 C-2241 Pipe Structural	256	LF	\$30.00	\$7,680
25	8" SDR 26 C-3034 Pipe Non-Structural	594	LF	\$26.00	\$15,444
26	8" Class 350 Ductile Iron Pipe Non-Structural	282	LF	\$34.00	\$9,588
27	8" Class 350 Ductile Iron Pipe Structural	90	LF	\$34.00	\$3,060
28	Manholes - <8' Depth	5	EA	\$2,200.00	\$11,000
29	Manholes - 8'-10' Depth	2	EA	\$2,400.00	\$4,800
30	4" Sewer Service Single SS	2	EA	\$350.00	\$700
31	4" Sewer Service Single LS	1	EA	\$600.00	\$600
32	6" Sewer Service Double SS	7	EA	\$500.00	\$3,500
33	6" Sewer Service Double LS	3	EA	\$800.00	\$2,400
34	Connect to Existing Manhole	1	EA	\$1,000.00	\$1,000
35	Engineering for Re-design	1	LS	\$1,500.00	\$1,500
				Subtotal	\$71,392
				Total Water	\$59,138
				Total Sewer	\$71,392
				TOTAL	\$130,530

EXHIBIT C
DIFFERENCE IN COST ESTIMATE TO EXTEND WATER
AND SEWER LINES TO ADJACENT PROPERTY
 CASTLEGATE SUBDIVISION - SECTION 6
 COLLEGE STATION, TEXAS

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>		<u>Unit Price</u>	<u>Estimated Cost</u>
Water					
1	8" Water PVC CL200 (C909) - Non-Structural	172	LF	\$22.00	\$3,784
2	8" Gate Valves	1	EA	\$750.00	\$750
3	8" M.J. Tee	1	EA	\$350.00	\$350
4	2" Blowoff Assembly	1	EA	\$400.00	\$400
5	Engineering for Re-design	1	LS	\$500.00	<u>\$500</u>
				Subtotal	\$5,784
Sewer					
6	8" SDR 26 C-3034 Pipe Non-Structural	41	LF	\$26.00	\$1,066
7	8" Class 350 Ductile Iron Pipe Non-Structural	282	LF	\$34.00	\$9,588
8	8" Class 350 Ductile Iron Pipe Structural	90	LF	\$34.00	\$3,060
9	Manholes - <8' Depth	1	EA	\$2,200.00	\$2,200
10	Engineering for Re-design	1	LS	\$1,500.00	<u>\$1,500</u>
				Subtotal	\$17,414
				Total Water	\$5,784
				Total Sewer	\$17,414
				TOTAL	\$23,198

OVERSIZE PARTICIPATION REQUEST

SS05-02

OP REQUEST # ~~WF04~~



CITY OF COLLEGE STATION

Planning and Development Services

WF0677285 / 002

Project Name:	Castlegate Subdivision, Section 6
Subdivision/ Lot:	Castlegate Subdivision, Section 6
Developer:	Greens Prairie Investors, Ltd.
Engineer/ Firm:	Joe Schultz / TEXCON General Contractors
Project Description:	Extension of an 8-in waterline and 8-in sewerline
Total Cost Estimate:	\$130,530
City Contribution Requested:	\$23,198 (17.7%) 17,414.00 See other sheet for water portion
Construction Schedule:	Fall '05
Comments:	This OP is for the extension of an 8-in waterline and 8-in sewerline to provide service to the adjacent property. The developer has already met the City's to-and-through policy in an earlier phase of the development. Cost participation is as shown on the graphic and estimate.
P/DS Engineer Signature/ Date	

College Station Utilities

Engineer Approval: *[Signature]*

Division Manager Approval: *[Signature]* 26 Sep 05

Director Approval: *[Signature]* 092605

Comments:

FUNDING: FY05 WATER OP Budget Amount \$ 229,546.00

Current Request: \$ 17,414.00

Remaining Amount Available: \$ 212,132.00 ✓ *[Signature]*

Finance

Funding Source: WATER CAPITAL PROJECTS FUND

Approval (Signature & Date): *[Signature]* 10-5-05

Note: Attach location map and engineer's estimate.

c: Diane 9/27/05

OVERSIZE PARTICIPATION REQUEST

OP REQUEST # WFO5-05



CITY OF COLLEGE STATION

Planning and Development Services

WF0592456/005

Project Name:	Castlegate Subdivision, Section 6
Subdivision/ Lot:	Castlegate Subdivision, Section 6
Developer:	Greens Prairie Investors, Ltd.
Engineer/ Firm:	Joe Schultz / TEXCON General Contractors
Project Description:	Extension of an 8-in waterline and 8-in sewerline
Total Cost Estimate:	\$130,530
City Contribution Requested:	\$23,198 (17.7%) \$ 5,784.00 See other sheet for waste
Construction Schedule:	Fall '05
Comments:	This OP is for the extension of an 8-in waterline and 8-in sewerline to provide service to the adjacent property. The developer has already met the City's to-and-through policy in an earlier phase of the development. Cost participation is as shown on the graphic and estimate.
P/DS Engineer Signature/ Date	

water portion

College Station Utilities

Engineer Approval: [Signature]

Division Manager Approval: [Signature] 26 Sep 05

Director Approval: [Signature] 092605

Comments:

FUNDING: FY05 WATER OP Budget Amount Available: \$ 145,748.45

Current Request: \$ 5,784.00

Remaining Amount Available: \$ 139,964.45

[Signature]

Finance

Funding Source: WATER CAPITAL PROJECTS FUND

Approval (Signature & Date): [Signature] 10-5-05

Note: Attach location map and engineer's estimate.

c: Diane 9/27/05

May 25, 2006
Consent Agenda
Resolution Authorizing Publication of Notice for Certificates of Obligation

To: Glenn Brown, City Manager

From: Jeff Kersten, Director of Finance and Strategic Planning

Agenda Caption: Discussion and possible action to approve a resolution by the City Council of the City of College Station, Texas, directing publication of notice of intention to issue certificates of obligation, series 2006; and providing an effective date.

Recommendation(s): Council move to approve the attached resolution directing publication of notice of the intention to issue certificates of obligation.

Summary: The City Council is authorized to approve the issuance of certificates of obligation (COs) after approving a resolution directing notice to be published of the intent to issue the COs.

The City of College Station typically issues debt to fund various capital projects identified and approved as a part of the annual budget.

Certificates of Obligation (COs) are based on the full faith and credit of the City and are paid primarily through the debt service portion of the ad valorem tax rate. Certificates of Obligation normally include at least one additional revenue stream besides the debt service portion of the tax rate such as utility revenues. The City's policy for issuing Certificates of Obligation allows more flexibility in their issue than General Obligation Bonds which are authorized by the voters, particularly when other revenues are anticipated to assist in debt service.

This particular debt issue is planned to provide resources for street projects, park projects, wolf pen creek projects, city facility projects, cemetery development projects, and debt issuance costs totaling \$8,325,000.

At the June 8 meeting the City Council will consider approval of the Preliminary Official Statements for the Certificates of Obligation, General Obligation Bonds and the Utility Revenue Bonds. The bond sale for the Certificates of Obligation, General Obligation Bonds, and Utility Revenue Bonds is scheduled for June 22 and will be on that agenda for City Council consideration.

Budget & Financial Summary: Staff reviewed the impact of the Certificates on the City's ability to meet debt service requirements and the effect they may have on the ad valorem tax rate. The recommendation to move forward with this issue will not impact the ad valorem tax rate.

Attachments:

1. Resolution by the City Council of the City of College Station directing publication of notice of intention to issue Certificates of Obligation.
2. Certificate for Resolution
3. Debt Issuance - Certificates of Obligation 2006

RESOLUTION NO. 5-25-2006-_____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, SERIES 2006; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of College Station (the "City") expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described in "Exhibit A" to this Resolution prior to the issuance of the Certificates of Obligation hereinafter described; and

WHEREAS, the City Council hereby finds, considers and declares that the reimbursement of the payment by the City of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the U.S. Treasury Regulations, to reimburse itself for such payments at such time as it issues the hereinafter described Certificates of Obligation; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was considered was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. That attached hereto and marked "Exhibit A" is a form of notice, the form and substance of which are hereby passed and approved.

Section 2. That the City Secretary shall cause said notice to be published, in substantially the form attached hereto, in the Bryan-College Station Eagle, a newspaper of general circulation in the City of College Station, Texas, for two consecutive weeks, the date of the first publication to be before the fourteenth day before the day tentatively proposed for authorizing the issuance of the Certificates of Obligation as shown in said notice.

Section 3. That the facilities and improvements to be financed with proceeds from the proposed Certificates of Obligation are to be used for the purposes described in the attached Notice of Intention.

Section 4. That all costs to be reimbursed pursuant to this Resolution will be capital expenditures; the proposed Certificates of Obligation shall be issued within 18 months of the later of (i) the date the expenditures are paid or (ii) the date on which the property, with respect to which such expenditures were made, is placed in service; and the foregoing notwithstanding, the Certificates of Obligation will not be issued pursuant to this Resolution on a date that is more than three years after the date any expenditure which is to be reimbursed is paid.

Section 5. That this Resolution shall be effective immediately upon passage and adoption.

PASSED AND APPROVED this 25th day of May, 2006.

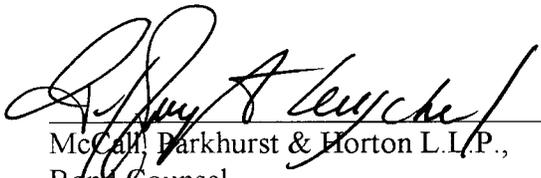
Ron Silvia, Mayor

ATTEST:

Connie Hooks, City Secretary

(Seal)

APPROVED:



McCall Parkhurst & Horton L.L.P.,
Bond Counsel

EXHIBIT A

NOTICE OF INTENTION TO ISSUE
CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that it is the intention of the City Council of the City of College Station, Texas, to issue one or more series of the interest bearing certificates of obligation of the City to be entitled "City of College Station, Texas Certificates of Obligation", for the purpose of paying contractual obligations to be incurred by the City, to-wit, construction of street and pedestrian improvements and extensions throughout the City; the acquisition of land, design costs, development costs and construction costs for a City-owned cemetery; construction of improvements and additions to the City-owned Wolf Pen Creek amphitheater; construction and renovation of a building owned by the City for use by the Police Department; the development of a 10-acre neighborhood park in the vicinity of University Drive and Spring Loop in the City, including the acquisition and construction of walks, benches, drinking fountains, public restroom facilities, tables, lights, public shelter, and parking facilities; and the payment of fiscal, engineering and legal fees incurred in connection therewith.

The City Council tentatively proposes to authorize the issuance of said series (one or more) of Certificates of Obligation at its regular meeting place in the City Hall at a meeting to commence at 7 o'clock, p.m., on the 22nd day of June, 2006. The maximum amount of Certificates of Obligation indebtedness that may be authorized to be sold on said date for such purposes described above is \$10,000,000. The City Council presently proposes to provide for payment of said series (one or more) of Certificates of Obligation from the levy of taxes and from a limited surplus revenue pledge (not to exceed \$1,000) derived from the operation of the City's electric, waterworks and sewer systems.

CITY OF COLLEGE STATION, TEXAS

/s/ Ron Silvia

Mayor

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS :
COUNTY OF BRAZOS :
CITY OF COLLEGE STATION :

We, the undersigned officers of said City, hereby certify as follows:

1. The City Council of said City convened in **REGULAR MEETING ON THE 25TH DAY OF MAY, 2006**, at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Ron Silvia,	:	Mayor
John Happ,	:	Mayor Pro-Tem
Ben White,	:	
Ron Gay,	:	
Chris Scotti,	:	Councilmembers,
Dave Ruesink,	:	
Lynn McIlhaney,	:	
Connie L. Hooks,	:	City Secretary

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, SERIES 2006; AND PROVIDING AN EFFECTIVE DATE

was duly introduced for the consideration of said City Council and read in full. It was then duly moved and seconded that said Resolution be approved; and, after due discussion, said motion prevailed and carried by the following vote:

AYES	:	—
NOES	:	—
ABSTAINED	:	—

2. That a true, full and correct copy of the aforesaid Resolution described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said City Council's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said Meeting pertaining to the passage of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED THE 25TH DAY OF MAY, 2006.

City Secretary

Mayor

(SEAL)

Draft 2006 Debt Issue

5/18/2006 13:20

Certificates of Obligation

General Government		
	1,000,000	New Cemetery Development
	300,000	Wolf Pen Creek Projects
	300,000	Police Station Additions/Renovation
General Govt Total	<u>1,600,000</u>	

Parks		
	\$ 400,000	University Park Development
Parks Total	<u>\$ 400,000</u>	

Streets		
	\$ 1,200,000	Southside Street Rehabilitation
	4,000,000	Arrington/Decatur Extension
	1,000,000	Street Extension Projects
Streets Total	<u>\$ 6,200,000</u>	

Debt Issuance Costs	\$ 125,000	
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CO Total	\$ 8,325,000	
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**May 25, 2006
Consent Agenda
Atmos Energy 2005 GRIP**

To: Glenn Brown, City Manager

From: Don Fazzino, Manager of Special Projects and Legislative Affairs

Agenda Caption: Presentation, possible action, and discussion on an ordinance denying the proposal by Atmos Energy Corporation to implement interim (GRIP) Gas Reliability Infrastructure Program rate adjustments for gas utility investment in 2005.

Recommendation(s): Staff recommends approval of the attached ordinance denying Atmos' GRIP request.

Summary: On or about March 30, 2006, Atmos Energy Corp., Mid-Tex Division, (the "Company") filed with the City of College Station, Texas ("City"), a request pursuant to Texas Utilities Code § 104.301 for an annual gas reliability infrastructure program (GRIP) rate increase for customers on the Company's statewide gas utility system to be effective May 30, 2006. The City has initial jurisdiction over such matters. The Gas Utility Regulatory Act ("GURA") grants local regulatory authorities the right to intervene in rate proceedings filed at the Railroad Commission ("Commission").

GRIP is piecemeal ratemaking, and was begun in 2003 after Atmos persuaded the Texas Legislature to make an exception against piecemeal ratemaking. This was done to encourage increased investment in distribution pipe by allowing prompt recovery. Once the GRIP surcharge is in place, it is updated annually until the next general rate case; however, that next case can be delayed by the Company for more than five years.

State legislation requires municipalities to take action within 60 days of a utility filing notice, which means a May 30, 2006, deadline has been imposed.

Budget & Financial Summary: Texas Utilities Code § 103.022 provides that costs incurred by the City of College Station in ratemaking activities are to be reimbursed by the regulated utility. The savings enjoyed by Atmos' customers should more than offset the rate case expenses passed on to them.

Attachments:

1. Ordinance
2. Letter and attached tariffs

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, DENYING THE REQUEST OF ATMOS ENERGY CORP., MID-TEX DIVISION, FOR AN ANNUAL (2005) GAS RELIABILITY INFRASTRUCTURE PROGRAM (GRIP) IN THIS MUNICIPALITY, AS A PART OF THE COMPANY'S STATEWIDE GAS UTILITY DISTRIBUTION SYSTEM; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING FOR NOTICE OF THIS ORDINANCE TO ATMOS ENERGY CORP., MID-TEX DIVISION.

WHEREAS, on or about March 30, 2006, Atmos Energy Corp., Mid-Tex Division, (the "Company") filed with the City of College Station (the "City"), a request pursuant to Texas Utilities Code § 104.301 for an annual gas reliability infrastructure program (GRIP) increase for customers on the Company's statewide gas utility system to be effective May 30, 2006; and

WHEREAS, the City has exclusive original jurisdiction to evaluate the Company's request as it pertains to the distribution facilities located within the City, pursuant to Texas Utilities Code §§ 102.001(b) and 103.001; and

WHEREAS, the City is timely acting to deny Atmos' proposed rate increase; and

WHEREAS, the Gas Utility Regulatory Act grants local regulatory authorities the right to intervene in rate proceedings filed at the Railroad Commission; and

WHEREAS, in consideration of the City taking action before May 30, 2006, on the currently pending GRIP request, the Company may not automatically implement the 2005 GRIP increase without review, consideration, and action by the Railroad Commission of Texas; now, therefore,

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

SECTION 1. That the City is authorized to intervene in any appeal of the City's action filed at the Commission.

SECTION 2. That this Ordinance shall become effective immediately from and after its passage, as the law and charter in such cases provide.

SECTION 3. That 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.

SECTION 4. That the College Station City Council denies the 2005 GRIP as requested by Atmos Energy Corporation.

ORDINANCE NO. _____

Page 2

SECTION 5. That a copy of this ordinance shall be forwarded to the appropriate designated representative of the Company within ten (10) days as follows: Richard T. Reis, Director of Rates, Atmos Energy Corp., Mid-Tex Division, Lincoln Center II, Suite 1800, 5420 LBJ Freeway, Dallas, Texas, 75240.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2006.

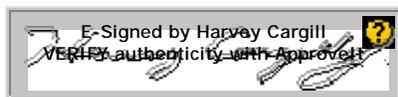
APPROVED:

RON SILVIA, Mayor

ATTEST:

CONNIE HOOKS, City Secretary

APPROVED:



City Attorney



March 31, 2006

TO THE GOVERNING BODY OF ALL MUNICIPALITIES SERVED BY ATMOS ENERGY CORP., MID-TEX DIVISION

Enclosed for filing in accordance with the provisions of Section 104.301 of the Texas Utilities Code ("Section 104.301") please find tariffs for gas services provided to customers within your city (the "City") by Atmos Energy Corporation's Mid-Tex Division, (the "Mid-Tex Division" or the "Company"). These tariffs will be effective on May 30, 2006, and are attached within the enclosed package in the section designated "Tariffs." Under Section 104.301, as amended, the City is provided the opportunity to review the filing and act before May 30, 2006. The City may also act before May 30, 2006, to suspend the effective date of these Tariffs for forty-five (45) days after that date.

These tariffs establish an interim rate adjustment in the Mid-Tex Division's monthly customer charge or meter charge effective in the City to recover the cost of new investment in new facilities used to provide gas utility services. These tariffs apply only to the distribution portion of the Mid-Tex Division and will only be in effect until the effective date of implementation of rates resulting from the Company's next rate case. All amounts collected under the adjustments of these tariffs are subject to refund based upon the findings in the next rate case.

In this interim rate tariff filing, the Mid-Tex Division is implementing an interim rate adjustment based on the difference between the value of the invested capital for the Mid-Tex Division as of December 31, 2005 dedicated to public use and the value of the invested capital for the Mid-Tex Division as of December 31, 2004, as approved by the Commission in GUD Nos. 9615, 9623, 9628 and 9633.

Also enclosed for filing are additional informational materials:

(a) The Company's calculations of the Interim Cost Recovery and Rate Adjustment Amount ("IRA – Company" Section).

(b) The Company's calculations demonstrating the earnings of the Mid-Tex Division during 2005 ("EMR – Company" Section).

(c) The Project Report describing the investment projects used by the Company in providing utility service which were both completed and placed in service during 2005 as well as the investments retired or abandoned during 2005 ("Project Report" Section). The Project Report also states the cost, need, and customers benefited by the change in investment.

(d) The Relocation Project Report providing certain supplemental information about relocation projects included in the Project Report ("Relocation Project Report" Section).

(e) The affidavits of Charles R. Yarbrough attesting to (i) the method and date on which notice will be given to all customers, and (ii) relocations. Daniel M. Meziere also provides an affidavit which verifies that the Mid-Tex Division's books and records are kept in accordance with the rules of the Railroad Commission of Texas. Barbara W. Myers also provides an affidavit which verifies that schedules enclosed are summaries of the Mid-Tex Division's books and records related to the invested capital used by the Company in providing utility service ("Affidavits" Section).

The filing herein also includes reports required by the Railroad Commission of Texas, which are enclosed for your review ("TRC Reports" Section).

Notice of this proceeding will be provided to affected customers within the City by bill insert or individual mailing within 45 days after the date you receive this filing in accordance with Section 104.301. Finally, the Company respectfully requests that the City not suspend consideration of this filing. Instead, we urge the City to allow the interim rate adjustment to go into effect by operation of law. If the City desires to take some definitive action on the filing, we urge the City to approve or deny the filing by May 30, 2006 in order to allow coordinated handling at the Railroad Commission of any appeals.

Respectfully Submitted,



Richard T. Reis
Director of Rates, Atmos Energy Corp., Mid-Tex Division

cc (with enclosures):

Mr. Stephen L. Pitner, Railroad Commission of Texas
Mr. Lindil Fowler, Railroad Commission of Texas
Mr. Ed Abrahamson, Railroad Commission of Texas

**ATMOS ENERGY CORP., MID-TEX DIVISION
INTERIM RATE ADJUSTMENT FILING**

TABLE OF CONTENTS

Tariffs

Rate R - Residential Sales
Rate C – Commercial Sales
Rate I – Industrial Sales
Rate T – Transportation

**Interim Cost Recovery and Rate Adjustment Report – Atmos Energy Corp.,
Mid-Tex Division (“IRA – Company”)**

**Annual Earnings Monitoring Report – Atmos Energy Corp., Mid-Tex
Division (“EMR – Company”)**

Project Report

Relocation Project Report

Affidavits

Charles R. Yarbrough, II (2)
Daniel M. Meziere
Barbara W. Myers

**Interim Cost Recovery and Rate Adjustment Report – Railroad Commission
of Texas (“TRC Reports”)**

**Annual Earnings Monitoring Report – Railroad Commission of Texas (“TRC
Reports”)**

RATE SCHEDULE: 1	Rate R - Residential Sales	
APPLICABLE TO:	Entire System	REVISION: 1.3 DATE:
EFFECTIVE DATE:		PAGE: 1 OF 1

RATE R - RESIDENTIAL SALES**Application**

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Mcf charges to the amounts due under the riders listed below:

Charge	Amount
GUD 9400 Customer Charge	\$ 9.00 per month
Interim Rate Adjustments ("IRA")	\$ 1.09 per month 1
Total Customer Charge	\$10.09 per month
First 0 Mcf to 3 Mcf	\$ 1.2390 per Mcf
All Additional Mcf	\$ 0.9890 per Mcf

Gas Cost Recovery: Plus an amount for gas costs and Pipeline System costs calculated in accordance with Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

1 2003 IRA - \$0.29; 2004 IRA - \$0.29; 2005 IRA - \$0.51

RATE SCHEDULE: 2	Rate C - Commercial Sales	
APPLICABLE TO:	Entire System	REVISION: 1.3 DATE:
EFFECTIVE DATE:		PAGE: 1 OF 1

RATE C - COMMERCIAL SALES

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 3,000 Mcf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Mcf charges to the amounts due under the riders listed below:

Charge	Amount
GUD 9400 Customer Charge	\$ 15.50 per month
Interim Rate Adjustments ("IRA")	\$ 3.68 per month 1
Total Customer Charge	\$ 19.18 per month
First 0 Mcf to 30 Mcf	\$ 0.7894 per Mcf
Next 320 Mcf	\$ 0.5394 per Mcf
All Additional Mcf	\$ 0.2894 per Mcf

Gas Cost Recovery: Plus an amount for gas costs and Pipeline System costs calculated in accordance with Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

1 2003 IRA - \$0.96; 2004 IRA - \$0.97; 2005 IRA - \$1.75

TARIFF FOR GAS SERVICE

ATMOS ENERGY CORP.,
MID-TEX DIVISION

RATE SCHEDULE: 3	Rate I - Industrial Sales	
APPLICABLE TO:	Entire System	REVISION: 1.3 DATE:
EFFECTIVE DATE:		PAGE: 1 OF 2

RATE I - INDUSTRIAL SALES**Application**

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Meter and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
GUD 9400 Meter Charge	\$ 150.00 per meter
Interim Rate Adjustments ("IRA")	\$ 151.96 per meter 1
Total Meter Charge	\$ 301.96 per meter
First 0 MMBtu to 1,500 MMBtu	\$ 0.4882 per MMBtu
Next 3,500 MMBtu	\$ 0.3382 per MMBtu
Next 45,000 MMBtu	\$ 0.1882 per MMBtu
All Additional MMBtu	\$ 0.0382 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and Pipeline System costs calculated in accordance with Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

1 2003 IRA - \$31.85; 2004 IRA - \$41.64; 2005 IRA - \$78.47

TARIFF FOR GAS SERVICE

ATMOS ENERGY CORP.,
MID-TEX DIVISION

RATE SCHEDULE: 3	Rate I - Industrial Sales	
APPLICABLE TO:	Entire System	REVISION: 1.3 DATE:
EFFECTIVE DATE:		PAGE: 2 OF 2

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

RATE SCHEDULE: 4	Rate T - Transportation	
APPLICABLE TO:	Entire System	REVISION: 1.3 DATE:
EFFECTIVE DATE:		PAGE: 1 OF 2

RATE T - TRANSPORTATION**Application**

Applicable, in the event that Company has entered into a Transportation Agreement to a customer directly connected to the Atmos Energy Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Meter and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
GUD 9400 Meter Charge	\$ 150.00 per meter
Interim Rate Adjustments ("IRA")	\$ 151.96 per meter 1
Total Meter Charge	\$ 301.96 per meter
First 0 MMBtu to 1,500 MMBtu	\$ 0.4882 per MMBtu
Next 3,500 MMBtu	\$ 0.3382 per MMBtu
Next 45,000 MMBtu	\$ 0.1882 per MMBtu
All Additional MMBtu	\$ 0.0382 per MMBtu

Pipeline Cost Recovery: Plus an amount for Pipeline System costs in accordance with Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

1 2003 IRA - \$31.85; 2004 IRA - \$41.64; 2005 IRA - \$78.47

TARIFF FOR GAS SERVICE

ATMOS ENERGY CORP.,
MID-TEX DIVISION

RATE SCHEDULE: 4	Rate T - Transportation	
APPLICABLE TO:	Entire System	REVISION: 1.3 DATE:
EFFECTIVE DATE:		PAGE: 2 OF 2

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

Curtailement Overpull Fee

Upon notification by Company of an event of curtailement or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailement or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**ATMOS ENERGY CORP., MID-TEX DIVISION
INTERIM COST RECOVERY AND RATE ADJUSTMENT REPORT
AS OF DECEMBER 31, 2005**

Note: Totals may vary due to rounding.

Summary

ATMOS ENERGY CORP., MID-TEX DIVISION
 INTERIM COST RECOVERY AND RATE ADJUSTMENT REPORT
 AS OF DECEMBER 31, 2005

Change to Customer/Meter Charge for 2005 Interim Rate Adjustment

Line No.	Rate Class (a)	Customer/Meter Charge per GUD 9400 Adjusted (1) (b)	Interim Cost Recovery Adjustment to Monthly Charge (2) (c)	Proposed Customer/Meter Charge (d)
1	Rate Schedule R	\$ 9.58	\$ 0.51	\$ 10.09
2				
3	Rate Schedule C	\$ 17.43	\$ 1.75	\$ 19.18
4				
5	Rate Schedules I and T	\$ 223.49	\$ 78.47	\$ 301.96
6				

Note:

1. Column (b) is GUD 9400 including the 2003 and 2004 Interim Rate Adjustments as applicable.
2. Column (c) is 2005 Interim Rate Adjustment per the proposed Tariffs for Rate R, C, I and T customers.

Schedule A

ATMOS ENERGY CORP., MID-TEX DIVISION
 INTERIM COST RECOVERY AND RATE ADJUSTMENT REPORT
 AS OF DECEMBER 31, 2005

Line No.	Description (a)	Total Approved Per GUD 9400 Adjusted At 12/31/04 (1)	Per Book As of 12/31/05 (2)	Adjustments (d)	Per Book Adjusted As of 12/31/05 (e)	Ref (f)	Change in Investment (Col. e - Col. b) (g)
1	Utility Plant Investment	\$ 1,717,022,066	\$ 1,912,002,274	\$ (77,824,260)	\$ 1,834,178,014	3	\$ 117,155,948
2	Accumulated Depreciation	671,245,849	811,952,592	(87,212,640)	724,739,952	3	53,494,102
3	Net Utility Plant Investment	\$ 1,045,776,217	\$ 1,100,049,682	\$ 9,388,380	\$ 1,109,438,063		\$ 63,661,846
4							
5							
6	Calculation of the Interim Rate Adjustment Amount:						
7	Return						
8	Depreciation Expense						
9	Property-related Taxes (Ad Valorem)						
10	Revenue-related Taxes						
11	Federal Income Tax						
12	Interim Rate Adjustment Amount						
13							
14	Interim Rate Adjustment Amount times the Allocation Factors:						
15	Rate Schedule R						
16	Rate Schedule C						
17	Rate Schedules I and T						
18	Total						
19							
20	Total Change in Customer/Meter Charge:						
21	Rate Schedule R						
22	Rate Schedule C						
23	Rate Schedules I and T						
24							
25	Notes:						
26	1. Amounts are the approved amounts per GUD 9400 adjusted to include Net Utility Plant investment included in the Company's 2003 and 2004 Interim Rate Adjustments.						
27	2. Includes assigned Shared Services investment and accumulated depreciation.						
28	3. See Workpaper/Schedule A for adjustment details.						
29	4. Revenue-related taxes are recovered through Rider TAX and Rider FF.						

(Sch. A, Ln. 3, Col. g) times (Sch. B, Ln. 1, Col. b) \$ 5,257,195
 (Sch. A, Ln. 1, Col. g) times (Sch. B, Ln. 6, Col. b) 4,145,730
 (Sch. A, Ln. 3, Col. g) times (Sch. B, Ln. 11, Col. b) 987,001

(Sch. C, Ln. 9, Col. b) 1,743,004
 \$ 12,132,930

(Sch. A, Ln. 12, Col. g) times (Sch. B, Ln. 16, Col. b) \$ 8,572,850
 (Sch. A, Ln. 12 Col. g) times (Sch. B, Ln. 17, Col. b) 2,604,369
 (Sch. A, Ln. 12, Col. g) times (Sch. B, Ln. 18, Col. b) 955,711
 \$ 12,132,931

(Sch. A, Ln. 15, Col. g) divided by (Sch. B, Ln. 22, Col. b) \$ 0.51
 (Sch. A, Ln. 16, Col. g) divided by (Sch. B, Ln. 23, Col. b) \$ 1.75
 (Sch. A, Ln. 17, Col. g) divided by (Sch. B, Ln. 24, Col. b) \$ 78.47

Schedule B

ATMOS ENERGY CORP., MID-TEX DIVISION
 INTERIM COST RECOVERY AND RATE ADJUSTMENT REPORT
 AS OF DECEMBER 31, 2005

Line No.	Description (a)	Total (b)	Reference (c)
1	Return Factor	8.258%	GUD 9400, Schedule G, Line 24, Column (e)
2			
3	Depreciation Expense Factor Calculation:		
4	Total Depreciation Expense	\$ 55,042,990	GUD 9400, Schedule E (D), Line 3, Column (d), Page 7 of 8
5	Invested Capital - Gross Plant	\$ 1,555,483,296	GUD 9400, Schedule E (D), Line 33, Column (d), Page 1 of 8
6	Depreciation Expense Factor	<u>3.539%</u>	Line 4 divided by Line 5
7			
8	Property Tax Factor Calculation:		
9	Property-Related Taxes (Ad Valorem)	\$ 15,261,253	GUD 9400, Schedule E (D), Line 5, Column (d), Page 7 of 8
10	Total Net Plant	\$ 984,355,200	GUD 9400, Schedule E (D), Line 33, Column (d), Page 3 of 8
11	Property Tax Factor	<u>1.550%</u>	Line 9 divided by Line 10
12			
13	Federal Income Tax Factor Calculation (1 / .65) * (.35)	<u>53.84615%</u>	GUD 9400, Schedule M (D), Line 20, Column (f)
14			
15	Allocation Factors		
16	Rate Schedule R	0.706577	GUD 9560, Final Order, Finding of Fact #46
17	Rate Schedule C	0.214653	GUD 9560, Final Order, Finding of Fact #46
18	Rate Schedules I and T	0.078770	GUD 9560, Final Order, Finding of Fact #46
19	Total	<u>1.000000</u>	Sum of Line 16 through Line 18
20			
21	2005 Year-end number of customers times 12 (Rate R and C); 2005 Year-end number of meters times 12 (Rate I and T).		
22	Rate Schedule R	16,669,284	GUD 9560, Final Order, Finding of Fact #49, adjusted to current year
23	Rate Schedule C	1,487,316	GUD 9560, Final Order, Finding of Fact #49, adjusted to current year
24	Rate Schedules I and T	12,180	GUD 9560, Final Order, Finding of Fact #49, adjusted to current year

ATMOS ENERGY CORP., MID-TEX DIVISION
 INTERIM COST RECOVERY AND RATE ADJUSTMENT REPORT
 AS OF DECEMBER 31, 2005

Line No.	Description (a)	Factors (b)	Reference (c)
1	Cost of Common Equity	\$ 38,332,107	GUD 9400, Schedule G, Line 6, Column (e)
2	Cost of Preferred Stock	805,821	GUD 9400, Schedule G, Line 4, Column (e)
3	Return excluding debt, per GUD 9400	\$ 39,137,928	Line 1 plus Line 2
4	Total Invested Capital	\$ 769,721,018	GUD 9400, Schedule G, Line 16, Column (e)
5	Return rate excluding debt, per GUD 9400	5.085%	Line 3 divided by Line 4
6	Federal Income Tax Factor	53.84615%	Schedule B, Line 13, Column (b)
7	Federal Income Tax Adjustment Factor	2.738%	Line 5 times Line 6
8	Change in Invested Capital - Net Utility Plant	\$ 63,661,846	Schedule A, Line 3, Column (g)
9	Change in Federal Income Tax	\$ 1,743,004	Line 7 times Line 8

**ATMOS ENERGY CORP., MID-TEX DIVISION
INTERIM COST RECOVERY AND RATE ADJUSTMENT REPORT
AS OF DECEMBER 31, 2005**

Line No.	Description (a)	Adjustments (b)	Total Adjustment (c)
1	Utility Plant Investment Adjustments:		
2	a) Reverse Atmos' reinstatement of Poly 1 Pipe replacements, net of retirements,	\$ (88,714,382)	
3	Poly pipe software, and TXU Business Services capital	\$ 10,890,123	
4	b) Shared Services 2005 plant additions assigned to Mid-Tex @ 39.7%		
5			
6			\$ (77,824,260)
7			
8			
9	Accumulated Depreciation Adjustments:		
10	a) Reverse Atmos' accumulated depreciation for Poly 1 Pipe, net of retirements,	\$ (88,197,616)	
11	and Poly pipe software	\$ 984,976	
12	b) Annual Depreciation for Shared Services 2005 plant additions assigned to Mid-Tex @ 39.7%		
13			
14			\$ (87,212,640)

**ATMOS ENERGY CORP., MID-TEX DIVISION
ANNUAL EARNINGS MONITORING REPORT
AS OF DECEMBER 31, 2005**

Schedule A

ATMOS ENERGY CORP., MID-TEX DIVISION
ANNUAL EARNINGS MONITORING REPORT
INCOME STATEMENT AT END OF REPORTING PERIOD
AS OF DECEMBER 31, 2005

Line No.	Description (a)	Total Approved Per GUD 9400 (b)	As of 12/31/05				
			Amount (c)	Ref (1) (d)	Adjustments (e)	Ref (2) (f)	Adjusted Amount (g)
1	Annual Revenues	\$ 910,405,881	\$ 1,520,751,026	480-495 (3)	\$ -	\$ -	\$ 1,520,751,026
2							
3	Operating Expenses:						
4	Gas Cost - Commodity Cost	\$ 459,466,746	1,055,503,327	800-809	\$ -	\$ -	\$ 1,055,503,327
5	Operation and Maintenance Expenses	239,574,743	195,880,695	753-766; 810-932	-	-	195,880,695
6	Depreciation and Amortization Expense	55,042,990	69,637,439	403-405/407	-	-	69,637,439
7	Taxes Other Than Income Taxes	70,374,371	105,398,721	408.1	-	-	105,398,721
8	Interest on Customers' Deposits and Advances	1,597,580	2,058,427	431	-	-	2,058,427
9	Total Operating Expenses (Sum of Line 4 through Line 8)	\$ 826,056,431	\$ 1,428,478,610		\$ -	\$ -	\$ 1,428,478,610
10							
11	Operating Income before Federal Income Taxes (Line 1 - Line 9)	\$ 84,349,450	\$ 92,272,417		\$ -	\$ -	\$ 92,272,417
12							
13	Less: Federal Income Taxes (4)	20,785,888					\$ 20,800,116
14							
15	Earned Return (Line 11 - Line 13)	\$ 63,563,562					\$ 71,472,300
16							
17	Allowed Return:						
18	Rate Base (5)	\$ 769,721,018					\$ 1,034,992,270
19	Allowed Rate of Return - GUD 9400	8.258%					8.258%
20	Calculated Allowed Return (Line 18 * Line 19)	\$ 63,563,562					\$ 85,469,662
21							
22	Excess Return (Deficit) (Line 15 - Line 20)						\$ (13,997,361)
23							
24	Allowed Rate of Return - GUD 9400 (Line 19)						8.258%
25	Actual Rate of Return - Year 2005 (Line 15/Line 18)						6.906%
26							

Notes:

- 28 1. Column (d) references the FERC Account numbers associated with the amounts included in Column (c).
- 29 2. The data referenced in Column (f) refers to the source of data for Column (e).
- 30 3. Column (c), Line 1 includes amounts reported in FERC Accounts 480 through 495 and Unbilled Revenue.
- 31 4. The amount in Column (g) is from Schedule A.1, Column (b), Line 16.
- 32 5. The amount in Column (g) is from Schedule B, Column (f), Line 23.

Schedule A.1

ATMOS ENERGY CORP., MID-TEX DIVISION
 ANNUAL EARNINGS MONITORING REPORT
 FEDERAL INCOME TAX SCHEDULE AT END OF REPORTING PERIOD
 AS OF DECEMBER 31, 2005

Line No.	Description (a)	Adjusted Amount (b)	Reference (c)
1	Total Revenues	\$ 1,520,751,026	Schedule A, Column (g), Line 1
2			
3	Deduct:		
4	Gas Cost - Commodity Cost	1,055,503,327	Schedule A, Column (g), Line 4
5	Operation and Maintenance Expenses	195,880,695	Schedule A, Column (g), Line 5
6	Depreciation and Amortization Expense	69,637,439	Schedule A, Column (g), Line 6
7	Taxes Other Than Income Taxes	105,398,721	Schedule A, Column (g), Line 7
8	Interest on Customers' Deposits and Advances	2,058,427	Schedule A, Column (g), Line 8
9	Interest Expense	32,843,513	See Note 1
10	Total Deducts	1,461,322,123	Sum of Lines 4 through 9
11			
12	Book Taxable Income	59,428,903	Line 1 - Line 10
13			
14	Tax Rate	35%	Statutory Tax Rate
15			
16	Total Federal Income Taxes	20,800,116	Line 12 times Line 14
17			
18	Note:		
19	1. This amount is calculated by applying the weighted cost of debt to the total rate base (Schedule C, Column (e), Line 1		
20	times Schedule C, Column (b), Line 7).		

Schedule B

ATMOS ENERGY CORP., MID-TEX DIVISION
ANNUAL EARNINGS MONITORING REPORT
TOTAL RATE BASE
AS OF DECEMBER 31, 2005

Line No.	Description (a)	Amount per Books (b)	Ref (1) (c)	Adjustments (d)	Ref (2) (e)	Adjusted Amount (f)
1	Net Plant in Service					
2	Utility Plant in Service	\$ 1,912,002,274	101	\$ 81,163,330	5	\$ 1,993,165,604
3	Accum. Provision for Depreciation and Amort.	811,952,582	108/111	41,608,179	5	853,560,771
4	Net Gas Distribution Plant in Service (Line 2 - Line 3)	\$ 1,100,049,682		\$ 39,555,151		\$ 1,139,604,834
5						
6	Additions:					
7	Materials & Supplies	\$ 633,469	154/163	\$ 1,751,046	5, 6	\$ 2,384,515
8	Prepayments	140,925	165	6,887,577	5, 6	7,028,502
9	Gas Stored Underground	174,601,599	164.1	(174,601,599)	7	-
10	Other (3)	-		-		-
11	Total Additions (Sum of Line 7 through Line 10)	\$ 175,375,994		\$ (165,962,978)		\$ 9,413,017
12						
13	Deductions:					
14	Customer Deposits	\$ 44,177,412	235/253	\$ -		\$ 44,177,412
15	Customer Advances for Construction	4,998,625	252/253	-		4,998,625
16	Injuries and Damages Reserve	2,950,280	228.2	1,106,519	5	4,056,799
17	Accum. Deferred Income Taxes	(21,961,178)	190/282/283	21,512,529	5	(448,650)
18	Other (ITC)	-	190/255	-		-
19	Total Deductions (Sum of Line 14 through Line 18)	\$ 30,165,139		\$ 22,619,048		\$ 52,784,187
20						
21	Total Cash Working Capital (4)	\$ (61,241,394)		\$ -		\$ (61,241,394)
22						
23	Total Rate Base (Line 4 + Line 11 - Line 19 + Line 21)	\$ 1,184,019,144		\$ (149,026,873)		\$ 1,034,992,270
24						

Notes:

- Column (c) references the FERC Account numbers associated with the amounts included in Column (b).
- The information listed in Column (e) refers to the footnote explanation of the adjustment shown in Column (d).
- Line 10 is an input area for adjustments.
- The Cash Working Capital is the amount approved in GUD 9400.
- Includes assignment to Mid-Tex of Shared Services amounts corresponding to the accounts referenced in Column (c).
- Adjusted to 13 month averages for 2005.
- Working Gas in Storage (FERC Account 164.1) moved to Pipeline to reflect Final Order classification for rate purposes.

Schedule C

ATMOS ENERGY CORP., MID-TEX DIVISION
 ANNUAL EARNINGS MONITORING REPORT
 WEIGHTED AVERAGE COST OF CAPITAL
 AS OF DECEMBER 31, 2005

Line No.	Description (a)	Balance (b)	Percent of Total (c)	Cost (d)	Weighted Cost [Col. (c) * Col. (d)] (e)
1	Long-Term Debt	\$ 499,901,267	48.3%	6.57%	3.173%
2					
3	Preferred Stock	19,664,853	1.9%	5.51%	0.105%
4					
5	Common Equity	515,426,151	49.8%	10.00%	4.980%
6					
7	Total (Line 1 + Line 3 + Line 5)	\$ 1,034,992,270	100%		8.258%
8					

Notes:

- 10 1. Column (c) is the approved Capital Structure from GUD 9400.
- 11 2. Column (d) are the approved rates of return from GUD 9400.

**May 25, 2006
Consent Agenda
Cable Franchise Ordinance Amendment**

To: Glenn Brown, City Manager

From: Don Fazzino, Manager of Special Projects and Legislative Affairs

Agenda Caption: Presentation, possible action, and discussion regarding the second reading of an ordinance amending the cable television franchise ordinance (Ordinance No. 2682) pertaining to the assignment of the franchise from Cox Southwest Holdings, L.P. to Cebridge Acquisition, L.P.

Recommendation(s): Staff recommends approval of the second reading.

Summary: This ordinance exempts Cebridge Acquisition, L.P. (Cebridge) from the provisions of Section 45(6) of the cable television franchise ordinance, requiring an assignee to assume past obligations of the former franchise holder, if Cebridge completes the assignment of the franchise from Cox Southwest Holdings, L.P. by September 1, 2006. This ordinance also adds a new subsection (7) to Section 48 of the cable franchise to document Cebridge's agreement to make cash payments to the City on June 1, 2006 and June 1, 2007 in the amount of fifty (50) cents per customer to be used for capital facilities on educational and government channels. These ordinance amendments were contemplated by Resolution No. 04-13-2006-12.11 and the Acceptance Agreement approved by the College Station City Council on April 13, 2006. This ordinance amendment requires three readings.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 2682, THE CITY OF COLLEGE STATION'S CABLE TELEVISION FRANCHISE ORDINANCE; AMENDING SECTION 45(6) PERTAINING TO THE ASSIGNMENT OF THE FRANCHISE FROM COX SOUTHWEST HOLDINGS, L.P., TO CEBRIDGE ACQUISITION, L.P., TO BE COMPLETED BY SEPTEMBER 1, 2006; ADDING A NEW SUBSECTION 48(7) PROVIDING FOR PAYMENTS TO THE CITY OF COLLEGE STATION BY THE CABLE OPERATOR OF FIFTY CENTS PER SUBSCRIBER ON JUNE 1, 2006, AND ON JUNE 1, 2007, TO BE USED FOR CAPITAL FACILITIES FOR EDUCATION OR GOVERNMENT CHANNELS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on April 13, 2006, the College Station City Council approved the assignment of the current cable television franchise subject to the terms and conditions set forth in Resolution No. 04-13-2006-12.11 and an Acceptance Agreement entered into by the City of College Station, College Station Utilities, Cox Southwest Holdings, L.P., and Cebridge Acquisition, L.P.; and

WHEREAS, the Acceptance Agreement contemplated the two amendments to Ordinance No. 2682 as provided in this ordinance; now, therefore,

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

1. Section 45(6) of Ordinance No. 2682 is amended to read as follows:

“(6) As a condition of an assignment or transfer the proposed assignee or transferee shall execute an affidavit, acknowledging that it has read, understood, and intends to abide by this Franchise Ordinance, and that the assignee or transferee assumes all obligations and liabilities imposed by this Franchise Ordinance on the former franchisee. *Cebridge Acquisition, L.P., shall be exempt from the preceding sentence if the Assignment of the Franchise Ordinance from Cox Southwest Holdings, L.P., to Cebridge Acquisition, L.P., is completed on or before September 1, 2006.*

2. Section 48 of Ordinance No. 2682 is amended by adding a subsection (7) to read as follows:

“(7) Operator agrees to pay the City a cash payment of fifty (50) cents per Subscriber to be used for capital facilities for education or government Channels on June 1, 2006, and again on June 1, 2007. These amounts are not to be considered to be part of any franchise fee payment nor deducted from any franchise fee paid to the City. Operator agrees that the costs of these payments shall not be passed through to subscribers.”

ORDINANCE NO. _____

Page 2

3. This ordinance, amending Ordinance No. 2682, shall take effect and be in full force and effect immediately upon adoption on third reading.

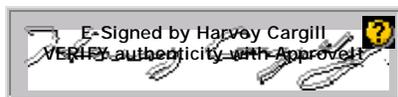
ATTEST:

APPROVED:

Connie Hooks, City Secretary

Ron Silvia, Mayor

APPROVED:



City Attorney

Considered and approved on first reading on the ____ day of _____, 2006.

Considered and approved on second reading on the ____ day of _____, 2006.

Considered on third reading, approved and adopted on the ____ day of _____, 2006.

ORDINANCE NO. _____

Page 3

ACCEPTANCE

TO THE CITY OF COLLEGE STATION, TEXAS:

That Cebridge Acquisition, L.P., hereby accepts Ordinance No. _____ adopted by the College Station City Council on the _____ day of _____, 2006, and entitled as follows:

AN ORDINANCE AMENDING ORDINANCE NO. 2682, THE CITY OF COLLEGE STATION'S CABLE TELEVISION FRANCHISE ORDINANCE; AMENDING SECTION 45(6) PERTAINING TO THE ASSIGNMENT OF THE FRANCHISE FROM COX SOUTHWEST HOLDINGS, L.P., TO CEBRIDGE ACQUISITION, L.P., TO BE COMPLETED BY SEPTEMBER 1, 2006; ADDING A NEW SUBSECTION 48(7) PROVIDING FOR PAYMENTS TO THE CITY OF COLLEGE STATION BY THE CABLE OPERATOR OF FIFTY CENTS PER SUBSCRIBER ON JUNE 1, 2006, AND ON JUNE 1, 2007, TO BE USED FOR CAPITAL FACILITIES FOR EDUCATION OR GOVERNMENT CHANNELS; AND PROVIDING AN EFFECTIVE DATE

CEBRIDGE ACQUISITION, L.P.
By: Dale Bennett

Signature: _____
Title: Senior Vice President
Date: _____

**May 25, 2006
Consent Agenda
City Manager Severance Agreement**

To: Mayor and City Council

From: Glenn Brown, City Manager

Agenda Caption: Presentation, possible action, and discussion regarding the City Manager's Severance Agreement.

Recommendation(s): The City Manager requests approval of this agreement.

Summary: Attached is a severance agreement for Council consideration.

Budget & Financial Summary: N/A

Attachments:

1. Severance Agreement

EMPLOYMENT AGREEMENT

THIS AGREEMENT is between the City of College Station Texas, a Texas Municipal corporation, hereinafter referred to as “Employer” or “City Council”, acting and through the City of College Station City Council, and Glenn Brown, hereinafter referred to as “Employee.”

WITNESSETH:

WHEREAS, the Employer desires to employ the services of said Glenn Brown as City Manager of the City of College Station; and

WHEREAS, it is the desire of the Employer to establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the Employer to (1) secure and retain the services of Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Employee’s morale and peace of mind with respect to future security, and (23) to act as a deterrent against malfeasance or dishonesty or personal gain on the part of the Employee; and

WHEREAS, Employee desires to accept employment as City Manager of the City of College Station, Texas; and

WHEREAS, the parties acknowledge that Employee is a member of the International City/County Management Association (ICMA) and that Employee is subject to the ICMA Code of Ethics;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES

Employer hereby agrees to employ said Glenn Brown as City Manager of said Employer to perform functions and duties specified by law and by the City of College Station Charter and to perform other legally permissible and proper duties and functions as Employer shall from time to time assign.

SECTION 2. TERM

A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of Employee at any time as set forth in Section 4, of this agreement. Employee shall serve from the date of appointment by the College Station City Council at the will of a quorum of said City Council and subsequent

City Councils as well. Term of this agreement is on-going subject to the provisions of Section 4.

B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the Employer, subject only to the provision set forth in Section 4, of this agreement.

C. During the term of his employment, Employee agrees to remain in the exclusive employment of Employer and neither to accept other employment nor to become employed by any other employer until said termination date or resignation date. The term "employed" shall not be construed to include occasional teaching, writing or consulting performed on Employee's time off.

SECTION 3. SUSPENSION

Employer may suspend Employee with full pay and benefits at any time during the period of this agreement, but only if:

(1) a majority of the City Council and Employee agree, or

(2) after a hearing which may be held in executive session at the option of the City Council, a majority of the City Council votes to suspend Employee for just cause provided, however, that Employee shall have been given written notice setting forth any charges at least ten (10) days prior to such hearing by the Council member bringing such charges.

SECTION 4. TERMINATION AND SEVERANCE PAY

In the event Employee is terminated or asked to resign for any reason other than conviction of a crime, Employer agrees to pay Employee severance pay of six months salary. Under this section, salary shall include base salary at the date of separation as defined in Section 5 including all adjustments to date, as well as medical insurance as described in Section 9 and retirement as defined in Section 10. Salary paid as severance pay shall be paid in lump sum at the effective date of separation or nearest regular pay day thereafter at Employer's discretion.

SECTION 5. SALARY

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$143,157.00, payable in installments at the same time as other employees of the Employer are paid.

Additionally, Employer agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as the City Council may determine that it is desirable to do so on the basis of an annual performance review of said Employee. Severance pay will be base salary and benefits on day of separation.

SECTION 6. PERFORMANCE EVALUATION

A. The City Council shall review and evaluate the performance of the Employee at least once annually in October-November of each year. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Employer and Employee. Said criteria may be added to or deleted from as the City Council may from time to time determine, in consultation with the Employee.

B. Annually, the City Council and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City of College Station, Texas; and in the attainment of the City Council's policy objective shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing by Employee and presented to the City Council within a reasonable time after their establishment. They shall generally be attainable within the time limitations specified and the annual operating and capital budgets and appropriations provided.

SECTION 7. AUTOMOBILE ALLOWANCE

The Employee is required to be on call for twenty four (24) hour service, so therefore, must have access to a vehicle for City business. Employer shall grant Employee a car allowance of \$700.00 per month for providing said vehicle. The Employee shall be responsible for the purchase, maintenance, insurance, taxes, etc., for said vehicle. The monthly allowance will be considered for increase during the performance evaluation process. The Employer also agrees to reimburse Employee for mileage for out-of-Brazos County travel associated with City business at the same rate as other City employees are reimbursed. The Employee shall provide a vehicle that will be maintained in an appropriate manner and replaced frequently enough to maintain suitable appearance for the City.

SECTION 8. VACATION, SICK LEAVE AND MILITARY LEAVE

A. Employee shall be entitled to military reserve leave time pursuant to federal law, state law and City policy.

B. Employee retains his accrued vacation and sick leave as it stands at the date of this agreement. Employer agrees to pay all of Employee's accrued vacation upon Employee's resignation or termination. Payment to Employee of his accrued vacation will not be included in severance pay calculations under Section 4 of this agreement and shall be considered separate from it.

C. Employee will accrue twenty (20) vacation days per year which shall accrue in accordance with City Policy.

SECTION 9. INSURANCE

A. Employee shall be entitled to receive health, workers' compensation, and disability insurance benefits as they are provided to other employees of Employer.

B. Employer agrees to provide a comprehensive medical and dental plan of insurance for Employee, spouse, and children and to pay the premiums thereon.

SECTION 10. RETIREMENT

A. Employer agrees to contribute annually to either the ICMA or Nationwide deferred compensation plan an amount of 5% of base salary. Which of these two deferred compensation plans in which the Employer's contribution is deposited by the Employer shall be selected by the Employee. If the maximum Employer contribution to said deferred contribution plan is increased by law to an amount above \$15,000 annually, Employer will consider such an increase during the performance evaluation process.

SECTION 11. DUES AND SUBSCRIPTIONS

Employer agrees to budget and to pay for the professional and civic dues and subscriptions of Employee necessary for his continuation of full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, as well as civic involvement, as City Manager and for the good of the Employer.

SECTION 12. PROFESSIONAL DEVELOPMENT

Employer agrees to budget for and pay the travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, including but not limited to, the annual conference of the International City/County Management Association (ICMA) , any Texas City Management Association (TCMA) meetings, and other such national, regional, state and local governmental groups and committees thereof which Employee serves as a member.

SECTION 13. GENERAL EXPENSES

Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said general expenses upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

SECTION 14. INDEMNIFICATION

Employer shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee’s duties as City Manager. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon incurred.

SECTION 15. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

All provisions of the City charter, code and regulations and rules of the Employer relating to sick leave, retirement and pension system contributions, holiday, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the Employee as they would to other employees of the Employer, in addition to said benefits enumerated specifically for the benefit of Employee as herein provided.

SECTION 16. GENERAL PROVISIONS

This text herein shall constitute the entire agreement between the parties. The terms and conditions of this agreement may only be amended by written agreement executed by the parties. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in force and effect.

This agreement shall be effective on the date the agreement is fully executed.

IN WITNESS HEREOF, the City of College Station, Texas City Council has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Secretary, and the Employee has signed and executed this Agreement, both in multiple originals.

EMPLOYEE

CITY OF COLLEGE STATION

BY: _____
GLENN BROWN

BY: _____
RON SILVIA
Mayor

Date

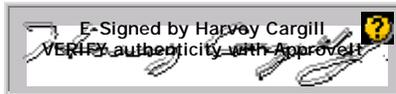
Date

ATTEST:

Connie Hooks
City Secretary

Date

APPROVED:



Harvey Cargill, Jr.
City Attorney

Date

May 25, 2006
Consent Agenda
State Highway 40 Naming / Greens Prairie Road Renaming

To: Glenn Brown, City Manager

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

Agenda Caption: Presentation, possible action, and discussion regarding the naming of State Highway 40 and the renaming of Greens Prairie Road to William D. Fitch Parkway.

Recommendation(s): Name the SH 40 and Greens Prairie Road (SH 30 to SH 6) corridor "William D. Fitch Parkway".

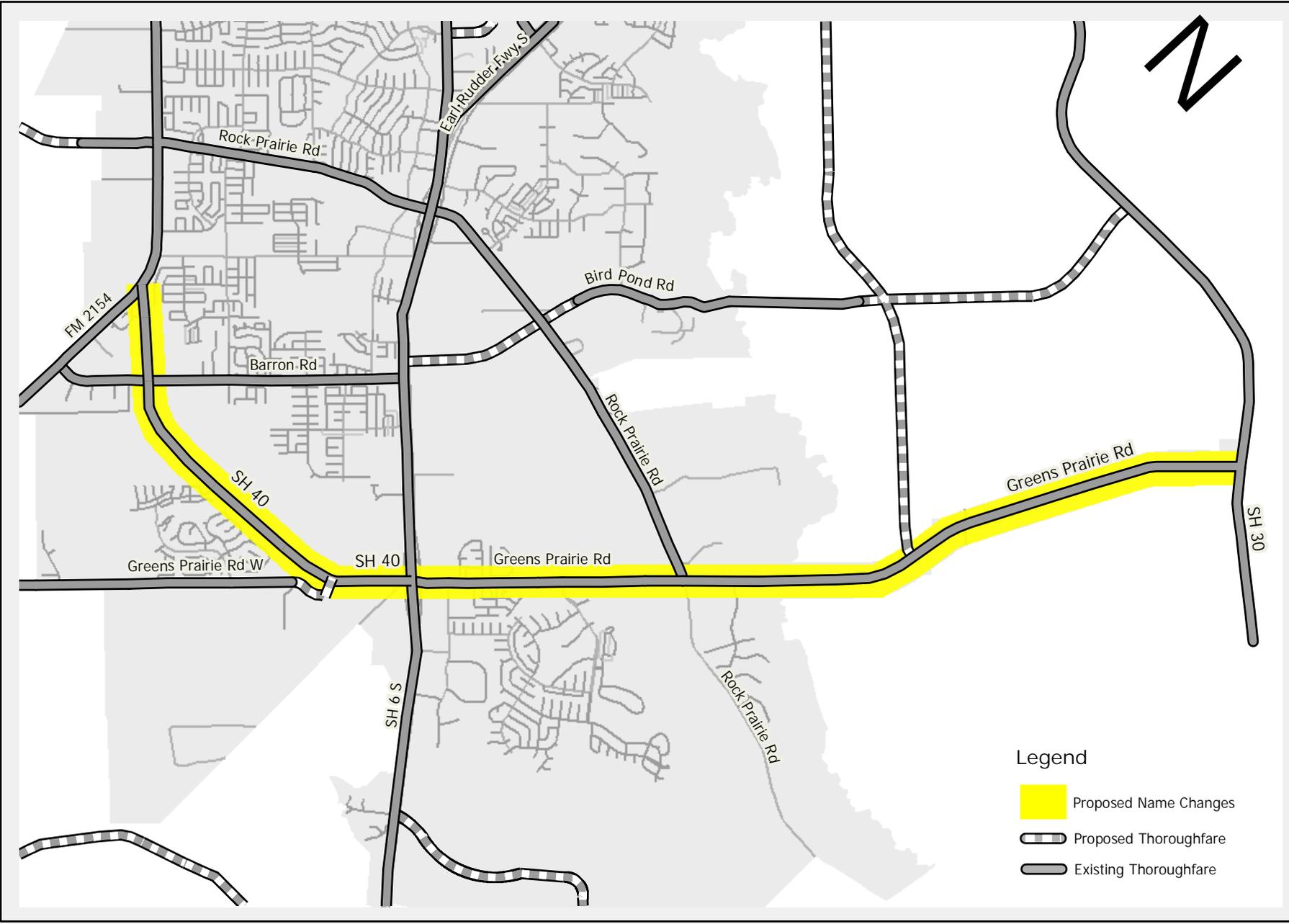
Summary: At the April 27, 2006 City Council meeting, Council voted to name the SH 40 / Greens Prairie Road corridor in honor of W.D. "Bill" Fitch. Following the meeting, the family of Mr. Fitch requested that the roadway specifically be named "William D. Fitch Parkway". The attached ordinance simply clarifies the name change.

Budget & Financial Summary: The two existing SH 40 / Greens Prairie Road guide signs along SH 6 will have to be replaced following the name change.

Attachments:

1. Location Map
2. Letter from Laura Fitch Normand
3. Ordinance

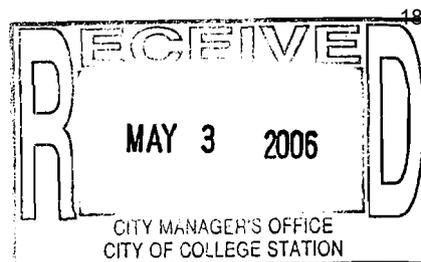
Proposed Name Changes: SH 40 and Greens Prairie Road



Legend

-  Proposed Name Changes
-  Proposed Thoroughfare
-  Existing Thoroughfare

To: Mayor Ron Silvia
and the members of
The College Station City Council



3 May 2006

Hon. Sir & Dear Council Members:

On behalf of the Fitch family, I want to thank you for the tribute that you have paid to my father, William D. Fitch, by naming the new State Highway 40 in his memory.

As you are all aware, my father believed in the future of the City of College Station and dedicated his life to making this City the truly great place that it is for families to live and raise their children, and for businesses to locate and grow and prosper.

It is the desire of the Fitch family that the name of this highway be designated

William D. Fitch Parkway

and not some other form of his name. I know that many people knew him by other more informal nicknames, such as "Bill" or "W.D." but in order to avoid any confusion, we would prefer that it be simply "William D. Fitch." We have spoken with other city officials and have learned that there is a preference for the designation "Parkway." We agree with that designation and we are sure that it will be a beautiful addition to the many other well-kept and attractive right-of-ways in the City.

Please let us know if there is anything we can to help with the upcoming dedication.

Sincerely,

Laura Fitch Normand
P.O. Box 10434
College Station, Texas 77842

(979) 693-6526

cc: Mr. Glenn Brown, City Manager

ORDINANCE NO. _____

AN ORDINANCE NAMING STATE HIGHWAY 40 IN ITS ENTIRETY, AND RENAMING GREENS PRAIRIE ROAD BETWEEN STATE HIGHWAY 30 AND STATE HIGHWAY 6, TO WILLIAM D. FITCH PARKWAY.

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

- PART 1: That State Highway 40 is a new unnamed highway that will be opened in Spring 2006.
- PART 2: That Greens Prairie Road east of State Highway 6 no longer connects to Greens Prairie Road west of State Highway 6 and a different name would make navigation easier and emergency response less confusing.
- PART 3: That State Highway 40 and Greens Prairie Road east of State Highway 6 form a corridor and should maintain the same name.
- PART 4: That the residents along this roadway may continue to receive mail at the current address for up to one year.
- PART 5: That this proposed street naming and renaming meets the guidelines of the public facilities naming policy.
- PART 6: That State Highway 40 in its entirety be named, and Greens Prairie Road located between State Highway 30 and State Highway 6 be renamed, to William D. Fitch Parkway.
- PART 7: That this ordinance shall become effective ten (10) days after the date of passage by the City Council, as provided by Section 34 of the Charter of the City of College Station.

PASSED, ADOPTED AND APPROVED this twenty-fifth day of May 2006.

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:



City Attorney

May 25, 2006
Consent Agenda
Termination of Economic Development Agreement with Cabletime

To: Glenn Brown, City Manager

From: Charles Wood, Acting Director of Economic Development

Agenda Caption: Presentation, possible action, and discussion regarding the Termination of an Economic Development Agreement with VPI Communications, Inc. (Cabletime).

Recommendation(s): City of College Station staff and the Research Valley Partnership recommend approval of the termination of the agreement.

Summary: Cabletime entered into an economic development agreement with the City in 1997. The agreement required Cabletime to invest \$1.5 million for a new facility in the College Station Business Center and hire 15 new employees. In 2000, Cabletime completed and exceeded all obligations as provided by the economic agreement with a total investment of approximately \$2.1 million and hiring more than 20 new employees. Earlier this year, Cabletime which is still in operations in the Business Center requested the termination of the economic agreement in order to sell the property to a new cable entity.

Budget & Financial Summary: NA

Attachments:
Termination of Economic Development Agreement

TERMINATION OF ECONOMIC DEVELOPMENT AGREEMENT

Date: _____, 2006

Original Agreement:

Date: October 23, 1997

Parties: City of College Station, Texas;
Bryan/College Station Economic Development Corporation, a Texas non-profit corporation;
VPI Communications, Inc., a Texas corporation, d/b/a Cabletime

Date of Expiration: April 1, 2000

Obligations Are Described in the Following Documents, Recorded in:

Economic Development Agreement between the City of College Station, the Bryan/College Station Economic Development Corporation and VPI Communications, Inc., dated October 23, 1997, recorded in Volume 2982, page 304, Official Records of Brazos County, Texas.

Property (including any improvements) to be affected by the Termination:

Being all that certain tract or parcel of land lying and being situated in the S.W. Robertson Survey, A-202 in College Station, Brazos County, Texas, and being a portion of Block One (1) of The Business Center at College Station, Phase One, Amending Plat as recorded in Volume 2763, Page 55 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds in Exhibit "A" attached hereto.

The City of College Station, Texas and the Research Valley Partnership, Inc., a Texas non-profit corporation, as successor-in-interest to the Bryan/College Station Economic Development Corporation, acknowledge the full and complete fulfillment by VPI Communications, Inc., of all obligations provided for in the Economic Development Agreement referenced above. The undersigned hereby terminate the aforesaid Economic Development Agreement.

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

[SIGNATURES ON FOLLOWING PAGE]

BY: _____
Ron Silvia, Mayor

ATTEST:

Connie Hooks, City Secretary

RESEARCH VALLEY PARTNERSHIP, INC.,
a Texas non-profit corporation, as successor-in-
interest to Bryan/College Station Economic
Development Corporation

BY: Todd McDaniel
Todd McDaniel, President and CEO

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this _____ day of _____
2006, by Ron Silvia, Mayor of the City of College Station, a Texas home rule municipa
corporation, on behalf of said municipality.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this 26 day of April
2006, by Todd McDaniel, President and CEO of The Research Valley Partnership, Inc., a Texa
non-profit corporation, on behalf of said corporation.

Laura Marie Byrne
Notary Public, State of Texas



FIELD NOTES
4.000 ACRES

185

Being all that certain tract or parcel of land lying and being situated in the S.W. ROBERTSON SURVEY, A-202 in College Station, Brazos County, Texas and being a portion of Block One (1) of The Business Center at College Station, Phase One Amending Plat as recorded in Volume 2763, Page 55 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 1/2-inch iron rod found marking the most westerly corner of Block 1 of said Business Center at College Station, Phase One Amending Plat, the south corner of Pebble Creek, Phase 5A, Tract A as recorded in Volume 2193, Page 303 (O.R.B.C.) and being in the northeast right-of-way line of Lakeway Drive (based on a 80-foot width);

THENCE: along the common line of this tract and the said Pebble Creek, Phase 5A Tract A for the following two (2) calls:

N 43° 30' 30" E for a distance of 159.42 feet to a found 1/2-inch iron rod and

N 41° 13' 04" E for a distance of 461.45 feet to a 1/2-inch iron rod set for corner;

THENCE: S 48° 46' 56" E into the interior of the said Block 1 for a distance of 269.87 feet to a 1/2-inch iron rod set for corner, said 1/2-inch iron rod also being in the north right-of-way line of Quality Circle (based on a 70-foot width);

THENCE: S 41° 13' 04" W along said Quality Circle right-of-way line for a distance of 597.14 feet to a 1/2-inch iron rod found marking the Point of Curvature of a curve to the right;

THENCE: 79.49 feet in a clockwise direction along the arc of said curve having a central angle of 09° 47' 41", a radius of 465.00 feet, a tangent of 39.84 feet and a long chord bearing

S 46° 06' 55" W at a distance of 79.40 feet to a 1/2-inch iron rod found for corner, said iron rod also marking the intersection of said Quality Circle and the northeast line of the beforementioned Lakeway Drive;

THENCE: N 34° 05' 41" W along said Lakeway Drive line for a distance of 163.34 feet to a 1/2-inch iron rod found marking the Point of Curvature of a curve to the left;

THENCE: 102.66 feet along the said Lakeway Drive line in a counter-clockwise direction along the arc of said curve having a central angle of 13° 44' 37", a radius of 428.00 feet, a tangent of 51.58 feet and a long chord bearing N 40° 58' 00" W at a distance of 102.42 feet to a 1/2-inch iron rod found for the Point of Tangency;

THENCE: N 47° 50' 18" W continuing along the said Lakeway Drive line for a distance of 10.00 feet to the POINT OF BEGINNING and containing 4.000 acres of land, more or less.

I, Michael R. McClure, Registered Professional Surveyor No. 2859 in the State of Texas do certify to the best of my knowledge, information and belief and in my professional opinion that this survey is true correct and agrees with a survey made on the ground under my supervision and that this service substantially conforms to the standards and specifications for a Texas Society of Professional Surveyors Category 1A, Condition II Survey.

Michael R. McClure 10/7/97

Michael R. McClure, R.P.L.S. #2859



EXHIBIT A

May 25, 2006
Consent Agenda Item
Recommendation to name a park facility

To: Glenn Brown, City Manager

From: Steve Beachy, Director of Parks and Recreation

Agenda Caption: Presentation, possible action, and discussion regarding a recommendation to name youth baseball field #3 at Southwood Athletic Park "Gary Marske Field".

Recommendation(s): Staff recommends approval of this request to name youth baseball field #3 at Southwood Athletic Park "*Gary Marske Field*". In addition, this request was also considered by the Parks and Recreation Advisory Board on April 11, 2006. The recommendation was approved unanimously approved by the Board at that meeting.

Summary: This request was submitted by the Chairman of the College Station Little League organization in recognition of the outstanding service and support provided by Gary Marske, Parks District Supervisor. Mr. Marske has been Supervisor at Southwood Athletic Park since June 12, 1989 and he plans to retire from the City of College Station on July 28, 2006. Gary has worked tirelessly to support the youth athletic programs in College Station. He and his staff have provided exceptional service to their customers by developing outstanding athletic facilities and maintaining the fields in top condition for league and tournament play.

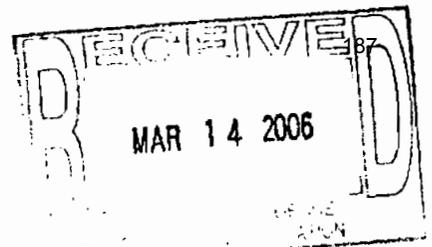
At their Fall, 2005 meeting, the Board of Directors for College Station Little League voted unanimously to recommend the naming of Field #3 at Southwood Athletic Park in honor of Gary. If approved by Council, they would like to formally recognize him at an appropriate date this summer.

This recommendation is in accordance with City policy for the naming of public facilities.

Budget & Financial Summary: Any costs associated with this recommendation will be minimal and can be assumed by the Parks and Recreation Department FY 2006 budget.

Attachments:

- 1 Letter of request from College Station Little League
2. Southwood Athletic Park Site Plan
3. City of College Station Guidelines for the Naming of Public Facilities



COLLEGE STATION LITTLE LEAGUE
P.O. Box 9041
College Station, Texas 77842

March 13, 2006

Glenn Brown
Interim City Manager
City of College Station
P.O. Box 9960
College Station, TX 77840

Dear Glenn:

The Board of Directors of the College Station Little League voted unanimously last fall to request the City of College Station name one of the four little league fields at the Southwood Complex after retiring City of College Station Parks and Recreation employee, Gary Marske.

Board members have had the privilege of coordinating little league games and tournaments with Gary for the past two decades. I have been a board member for the past 4 years. In my tenure I have had nothing but positive experiences with Gary and his team at the Southwood Complex. Gary is a solid supporter of little league baseball often watching games even though he has no children or grand children in the program.

We feel like Gary should leave his mark on this facility since he will be retiring soon. We want to request that you allow the naming of field #3 at the complex after Gary Marske. We would like to honor Gary at either our opening ceremonies on April 1 or at an All-Star tournament in June.

If you have any questions, or need any additional information, please do not hesitate to contact me.

Cordially,

A handwritten signature in cursive script that reads 'Tod Weingand'.

Tod Weingand
CSLL Board Chairman
979-218-3158
tweingand@cox-internet.com

copy: SAKE Boarding

Rock Prairie rd.

SHOP

EXISTING PAVILION

EXISTING
PARKING
230 SPACES

SOUTHWOOD LITTLE LEAGUE FIELDS

1

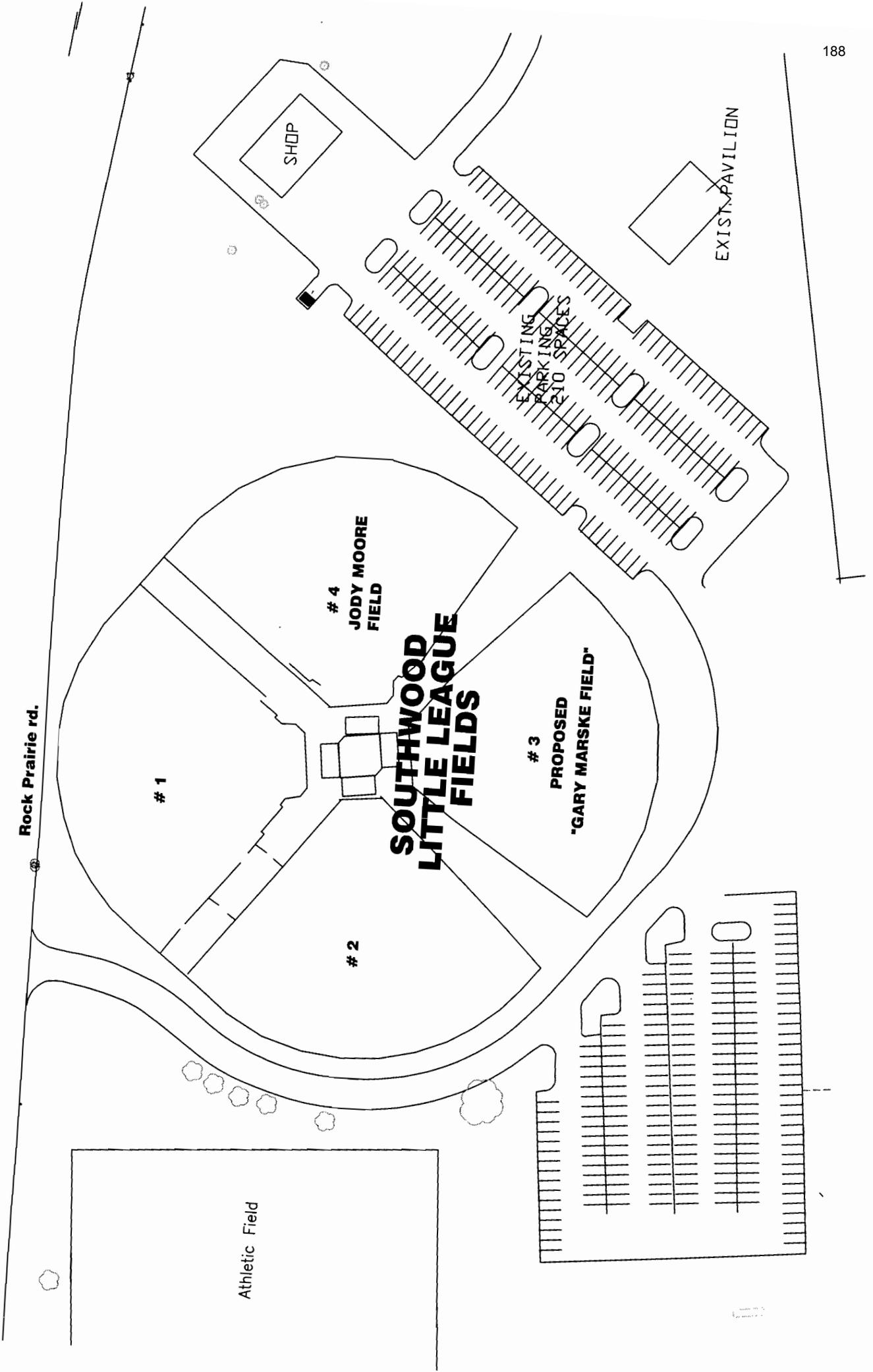
4
JODY MOORE
FIELD

3

PROPOSED
"GARY MARSKE FIELD"

2

Athletic Field



City of College Station, Texas **GUIDELINES FOR THE NAMING OF PUBLIC FACILITIES**

Approved April 8, 2004 - Agenda Item 10.10

Purpose

The purpose of these guidelines is to establish a systematic and consistent approach for the official naming of public facilities in the City of College Station, including parks, facilities, recreational areas, streets, and municipal buildings.

Objectives

- Ensure that parks, facilities, recreational areas, and municipal buildings are easily identified and located.
- Ensure that given names to parks, facilities, recreational areas, and municipal buildings are consistent with the values and character of the area or neighborhood served.
- Encourage public participation in the naming, renaming, and dedication of parks, facilities, recreational areas, and municipal buildings.
- Encourage the dedication of lands, facilities, or donations by individuals and/or groups.
- Advance the reputation of the City as well as increase the understanding and public support for its programs.

Criteria

The practice of the City of College Station is to name parks, recreation areas, facilities, and municipal buildings through an adopted process utilizing the above objectives, emphasizing community values and character, local and national history, geography, the environment, civics, and service to the City of College Station. Therefore, the following criteria shall be used in determining the appropriateness of the naming designation:

- Neighborhood, geographic, or common usage identification;
- A historical figure, place, event, or other instance of historical or cultural significance;
- National and state historical leaders or heroes, both past and present;
- An individual, living or deceased [a] who has made a significant land and/or monetary contribution to the park, recreation area, facility, or municipal building, or [b] who has had the contribution made "In Memoriam" and when the name has been stipulated as a condition of the donation;
- An individual, living or deceased, who has contributed outstanding civic service to the City;
- Predominant plant materials; or
- Streams, rivers, lakes, and creeks.

Facilities or specialized areas may have a name different from that of the larger park, recreation area, facility, or municipal building.

When feasible, the process to name parks, recreation areas, facilities, and municipal buildings should begin within twelve (12) months after the City has acquired title to the land and/or formally accepted the dedication.

Names that are similar to existing parks, recreation areas, facilities, and municipal buildings should not be considered in order to minimize confusion.

Renaming

The City reserves the right to change the name of a park, recreation area, facility or municipal building to maintain consistency with these guidelines. However, renaming carries with it a much greater burden of process compared to initial naming. Tradition and continuity of name and community identification are important community values. Each request to rename must meet the criteria of this policy, but meeting all criteria does not ensure renaming.

Procedures

Upon approval of these guidelines by Council, procedures consistent with the guidelines will be developed. It is anticipated that naming/renaming requests will be submitted to the City Manager. The Manager will then forward the request through an appropriate board, committee, or organization or directly to the City Council for approval. (For example, if the naming or renaming request is for a parks facility, the City Manager will submit the request to the Parks and Recreation Advisory Board who will review and make a recommendation. The City Manager will review that recommendation and then submit it to Council for approval.)

The City Council may, upon its own initiative, name or rename a City facility without following these guidelines. An individual council member may submit a naming suggestion to the City Manager, who will then apply the guidelines and procedures.

**May 25, 2006
Regular Agenda
Sign Ordinance**

To: Glenn Brown, City Manager

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

Agenda Caption: Public Hearing, presentation, possible action, and discussion on an ordinance amending Chapter 12, Article 7.4 of the Unified Development Ordinance regulating signs.

Recommendation: The Planning and Zoning Commission unanimously recommended approval of this item at their meeting on May 4, 2006. Staff also recommends approval.

Summary: This item is being brought before the Council as part of the annual update to the Unified Development Ordinance. Staff received direction at the December 14, 2005, Joint City Council/P&Z Commission meeting regarding community spirit signs and signage for neighborhood groups. Staff also received direction from Council in April 2006 concerning banners for non-profits and places of worship. Following is a summary of proposed changes by category:

Non-commercial and political signs: Language was added to section 7.4 Q limiting the size of non-commercial signage to 50 square feet, clarifying that signs may not be placed in any public Right of Way and providing a time limit for political signs. The proposed changes will allow non-commercial signs related to an event to be placed up to 90 days prior to the event and require sign removal within 10 days after the event.

Sign removal: Language was added to Section 7.4 X, requiring signs to be removed if the associated building is demolished. A number of sites have redeveloped in the City while maintaining their grandfathered freestanding sign status by not removing the existing sign. This provision will require sites that are completely demolished to remove any freestanding signs. When new signage is installed, it will be required to comply with the provisions of the Unified Development Ordinance.

Community Spirit Signs: Community spirit signs were relocated to Section 7.4 E and language was added that provides for on-premise as well as off-premise community spirit signs.

Signage for neighborhood groups: Provisions have been made in Section 7.4 E to allow for neighborhood event signage. Neighborhood event signs must remain in good repair and the name of the association must be featured on the sign so that Code Enforcement may contact the association or group about any problems with the sign. These signs may be placed up to 14 days prior to the event, and are to be removed 24 hours after the event.

Budget & Financial Summary: N/A

Attachments:

1. Draft Planning and Zoning Commission Meeting Minutes from May 4, 2006
2. Ordinance

MINUTES
Planning and Zoning Commission
CITY OF COLLEGE STATION, TEXAS

May 4, 2006

COMMISSIONERS PRESENT: John Nichols, Dennis Christiansen, Bill Davis, Ken Reynolds, Marsha Sanford and Harold Strong.

COMMISSIONERS ABSENT: Scott Shafer.

CITY COUNCIL MEMBERS PRESENT: None.

STAFF PRESENT: Staff Planners Lindsay Boyer, Jennifer Reeves and Crissy Hartl, Senior Planners Jennifer Prochazka and Trey Fletcher, Graduate Civil Engineers Carol Cotter and Josh Norton, Transportation Planner Ken Fogle, Acting Director Lance Simms, Staff Assistants Jessica Kramer and Deborah Grace, Assistant City Attorney Carla Robinson and OTIS Action Center Representative Brian Cooke.

10. **Public hearing, presentation, possible action, and discussion on an amendment to the Unified Development Ordinance, Sections 7.4, Signs. (LB)**

Lindsay Boyer, Staff Planner, presented the amendment to Section 7.4, Signs to the Unified Development Ordinance.

Haywood Sherik, 1007 Krenek Tap Road, College Station, Texas spoke in opposition of the amendment to section 7.4 Signs to the Unified Development Ordinance.

Commissioner Christiansen motioned to approve the amendment to the Unified Development Ordinance regarding Section 7.4, Signs. Commissioner Reynolds Seconded the motion, motion passed (6-0).

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE" ARTICLE 7 "GENERAL DEVELOPMENT STANDARDS," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1: That Chapter 12, "Unified Development Ordinance," Article 7 "General Development Standards," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.
- PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.
- PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 34 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 25th day of May, 2006.

APPROVED:

RON SILVIA, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:

 E-Signed by Carla A. Robinson
VERIFY authenticity with Adobe®

City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending Article 7.4 "Signs" as set out hereafter to read as follows:

"7.4 Signs**A. Purpose**

The purpose of this Section is to establish clear and unambiguous regulations pertaining to signs in the City of College Station and to promote an attractive community, foster traffic safety, and enhance the effective communication and exchange of ideas and commercial information.

B. Applicability

The City Council recognizes that signs are necessary for visual communication for public convenience, and that businesses and other activities have the right to identify themselves by using signs that are incidental to the use on the premises where the signs are located. The Council herein seeks to provide a reasonable balance between the right of a person to identify his or her business or activity, and the rights of the public to be protected against visual discord and safety hazards that result from the unrestricted proliferation, location, and construction of signs. This Section will insure that signs are compatible with adjacent land uses and with the total visual environment of the community, in accordance with the City's Comprehensive Plan.

1. The City Council finds that the rights of residents of this City to fully exercise their rights of free speech by the use of signs containing non-commercial messages are subject to minimum regulation regarding structural safety and setbacks for purposes of traffic protection. The City Council seeks herein to provide for the reasonably prompt removal and disposal of such signs after they have served their purpose, and yet to avoid any interference with First Amendment freedoms, especially as to persons who are of limited financial means.
2. The City Council finds that instances may occur in the application of this Section where strict enforcement would deprive a person of the reasonable use of a sign, or the reasonable utilization of a sign in connection with other related property rights, and herein provides for such persons to have the right to seek variances from the requirements of this UDO for good cause. The City Council finds that it is imperative that enforcement officials apply this Section as it is written, in the interest of equality and fair and impartial application to all persons, and that the procedures to appeal a denial of a sign permit to the ZBA shall remain the sole administrative means to obtain any exception to the terms hereof.
3. The regulations of this Section shall apply for developments within the zoning districts listed in Section 7.4.C Summary of Permitted Signs.

These regulations only apply to special districts within the City of College Station so far as is stated in the following Sections of this UDO:

- a. Wolf Pen Creek District (WPC), Section 5.6.A.
- b. Northgate Districts (NG-1, NG-2, NG-3), Section 5.6.B.
- c. Corridor Overlay District (OV), Section 5.8.A.
- d. Krenek Overlay District (KO), Section 5.8.B.

C. Summary of Permitted Signs

The following signs are permitted in the relevant zoning districts of the City:

	A-O	A-OR	R-1B	R-1	R-2	R-3	R-4	R-6	R-7	A-P	C-1	C-2	C-3	R&D		M-2
Apartment/Condominium/ Manufactured Home Park Identification Signs							X	X	X							
Area Identification/ Subdivision Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Attached Signs							X	X	X	X	X	X	X	X	X	X
Development Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Directional Traffic Control Signs										X	X	X	X	X	X	X
Freestanding Signs											X	X			X	X
Home Occupation Signs	X	X	X	X	X	X	X	X	X							
Low Profile Signs										X	X	X	X	X	X	X
Non-Commercial Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Real Estate, Finance, and Construction Signs	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Roof Signs											X	X			X	X

D. Prohibited Signs

The following signs shall be prohibited in the City of College Station:

1. Portable and trailer signs, and temporary freestanding signs.
2. Signs painted on rooftops.
3. Inflated signs, pennants, wind driven devices (excluding flags), tethered balloons, and/or any gas filled objects for advertisement, decoration, or otherwise, except as permitted in Section 7.4.O, Grand Opening Signs and Section 7.4.T, Special Event Signs.
4. Vehicle signs except as permitted in Section 7.4.U, Vehicle Signs.
5. Flags containing copy or logo, excluding the flags of any country, state, city, or school, are prohibited in residential zones and on any residentially-developed property (except when flags are used as subdivision signs).

6. Signs and displays with flashing, blinking, or traveling lights, or erratic or other moving parts, including electronic message boards that change more than once per 24-hour period, either internal or external to the premise, and oriented and visible to vehicular traffic, provided that time and temperature signs are permissible if the maximum area and setback requirements of this Section are met and if the commercial information or content of such signs is restricted to no more than eight square feet.
7. Signs containing manual changeable copy or electronic reader boards which are greater than 30 percent of the allowable sign area.
8. Any signs that are intended to or designed to resemble traffic signs or signals and bear such words as "stop", "slow", "caution", "danger", "warning", or other words, and that are erected for purposes other than actual traffic control or warning to the public.
9. Any sign located within the site triangle in any district as stated in Article 7.1.C, Visibility at Intersections in all Districts. This does not include traffic control or directional signs.
10. Any sign that emits sound, odor, or visible matter.
11. Commercial banners in all districts, except as permitted in Section 7.4.O, Grand Opening Signs and Section 7.4.T, Special Event Signs.

E. Exempt Signs

The following signs are exempt from the requirements of this UDO:

1. Signs that are not easily identified from beyond the boundaries of the lot or parcel on which they are located or from any public thoroughfare or traveled right-of-way, as determined by the Administrator. Such signs are not exempt from the safety regulations contained herein and in City Building and Electrical Codes.
2. Official notices posted by government officials in the performance of their duties: government signs controlling traffic, regulating public conduct, identifying streets, or warning of danger. Bulletin boards or identification signs accessory to government buildings or other buildings are subject to the provisions of this UDO.
3. Temporary signs erected by private property owners for the purpose of warning of a dangerous defect, condition, or other hazard to the public.
4. Non-commercial signs on private property or works of art that in no way identify or advertise a product or business, or by their location and placement impede traffic safety, except as stated in Section 7.5.R. Non-Commercial and Political Signs.
5. Temporary decorations or displays, if they are clearly incidental to and are customarily and commonly associated with any national, local, or religious celebration.
6. Temporary or permanent signs erected by public utilities or construction companies to warn of the location of pipelines, electrical conduits, or other dangers or conditions in public rights-of-way.
7. Non-Commercial Signs carried by a person and not set or affixed to the ground, that in no way identify or advertise a product or business, or by their location and placement impede traffic safety.
8. Commercial Signs carried by a person and not set on or affixed to the ground, provided that the sign is temporary, on-premise, and not used by the person on the premises for more than three (3) consecutive days, more than four (4) times per calendar year.
9. Outdoor advertising display signs for sponsors of charitable events held on public properties. These signs may be displayed for the duration of

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- the event or not more than three days with approval of the City Manager;
and
10. Flags used as political symbols.
 11. Special District Identification Signs, as defined by Article 11.2 Terms, that in no way advertise a product or a business, or by their location and placement impede traffic safety. Special District Identification Signs must be approved by the appropriate Board or Committee.
 12. On-premise and/or off-premise signs where there has been a resolution adopted by the City of College Station City Council or an executed contract with the City of College Station and the display of the sign are for designated locations, a specified time period, and:
 - a. Promotes a positive image of the City of College Station for the attraction of business or tourism;
 - b. Depicts an accomplishment of an individual or group; or
 - c. Creates a positive community spirit.
 13. Temporary signs erected for a neighborhood event sponsored by a neighborhood group that is registered with the City of College Station, provided that the signage is:
 - a. Located within the perimeter of the neighborhood,
 - b. Provides the name of the association sponsoring the event on the sign,
 - c. In good repair,
 - d. Allowed up to fourteen (14) days in advance; and
 - e. Removed within twenty-four (24) hours of the event.

F. Sign Standards

The following table summarizes the sign standards for the City of College Station:

(See table on next page)

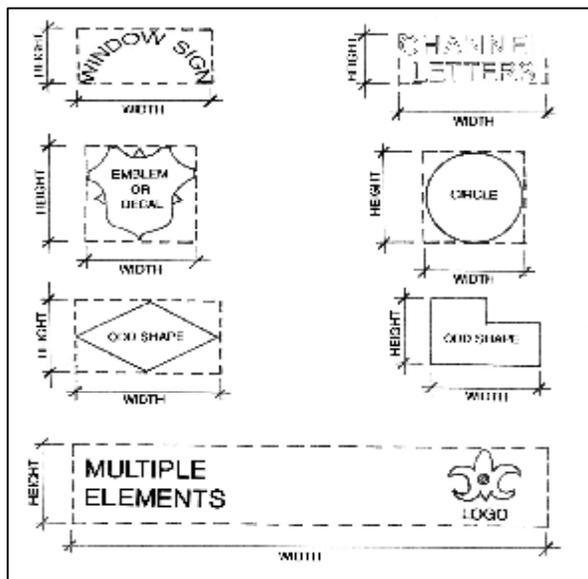
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Sign Type	Maximum Area (s.f.)**	Maximum Height (ft.)	Setback from ROW (ft.)	Number Allowed
Apartment/Condominium/Manufactured Home Park Identification Signs	100	10	10	1/frontage
Area Identification Signs	16	4	10	1/10-50 acre subdivision or phase
Attached Signs	Varies, see 7.4.I below	Not to exceed 1 foot from top of wall, marquee, or parapet to which it is attached	---	Any number allowed if within the total allowed square footage of attached signs
Development Signs Residential / Collector Street Arterial Street Freeway (As designated on Thoroughfare Plan)	35 65 200	15	10	1/premises
Directional Traffic Control Signs	3	4	4	1/curb cut
Freestanding Signs	Varies, see 7.4.M below		10	1/building plot where lot exceeds 75 feet of frontage
Home Occupation Signs	2	Not to exceed top of wall to which it is attached	---	1/dwelling unit
Low Profile Signs (In lieu of permitted Freestanding Sign)	60	4	10	1/150 feet of frontage *
Real Estate, Finance, and Construction Signs Up to 150-foot frontage Greater than 150-foot frontage	16 32	8 8	10 10	1/frontage (Real Estate) 1/property (Finance) 3/property (Construction)
Roof Signs	Determined by frontage. Same as freestanding Max. 100 s.f.	10 feet above structural roof	---	1/building plot in place of a freestanding sign
Subdivision Signs	150	15	10	1/primary subdivision entrance. Not to exceed 2 signs.

* Except as provided for in Section 7.4.M.10, Freestanding Commercial Signs.

** The area of a sign is the area enclosed by the minimum imaginary rectangle or vertical and horizontal lines that fully contains all extremities (as shown in the illustration below), exclusive of supports.



G. Area Identification and Subdivision Signs

1. Area Identification Signs shall be permitted upon private property in any zone to identify multiple-lot subdivisions of 10 to 50 acres in size and subject to the requirements set forth in Section 7.4.F, Sign Standards above. Area Identification Signs may also be used within a large subdivision to identify distinct areas within that subdivision, subject to the requirements in Section 7.4.F, Sign Standards above.
2. Subdivision Signs shall be permitted upon private property in any zone to identify subdivisions of greater than 50 acres, subject to the requirements set forth in Section 7.4.F, Sign Standards above.
3. Both Area Identification and Subdivision Signs must be located on the premises as identified by a preliminary or master preliminary plat of the subdivision. Subdivision Signs will be permitted only at major intersections on the perimeter of the subdivision (intersection of two collector or larger streets). At each intersection either one or two Subdivision Signs may be permitted so long as the total area of the signs does not exceed 150 square feet. Flags may be utilized in place of a Subdivision Identification Sign, but the overall height shall not exceed 20 feet and 25 square feet in area in a residential zone and 35 feet in height and 100 square feet in area in industrial or commercial districts.
4. Subdivision markers of no more than one square foot in area and used in conjunction with a subdivision or area identification sign are permitted attached to architectural elements within the subdivision.
5. Indirect lighting is permissible but no optical effects, moving parts, or alternating, erratic, or flashing lights shall be permitted. Landscaping valued at 250 points shall be installed around each Subdivision Sign. Adequate arrangements for permanent maintenance of all signs and any landscaping in conjunction with such signs shall be made, which may be through an owners association if one exists or is created for this purpose.

6. All signs shall be setback as shown in Section 7.4.F, Sign Standards above except in areas where a Private Improvement in Public Right-of-way permit has been issued.

H. Apartment/Condominium/Manufactured Home Park Identification Signs

1. One Apartment/Condominium/Manufactured Home Park Identification Sign may be located at a primary entrance on each frontage to a public road.
2. The maximum area allowed for each frontage may be divided among two signs if those signs are single sided and mounted at a single entrance.
3. An Apartment/Condominium/Manufactured Home Park Identification Sign may be either an attached sign or a freestanding monument sign. It shall be placed upon the private property of a particular multi-family project in the appropriate zone as established in Section 7.4.C, Summary of Permitted Signs subject to the requirements set forth in Section 7.4.F, Sign Standards above.
4. The Apartment/Condominium/Manufactured Home Park Identification Sign shall list the name and may list the facilities available and have leasing or sales information incorporated as a part of the sign.
5. An apartment or condominium project must have a minimum of 24 dwelling units to qualify for an identification sign.
6. Indirect lighting is permissible, but no optical effects, moving parts, or alternating, erratic, or flashing lights or devices shall be permitted.
7. Any manufactured home parks existing at the time of this UDO that are non-conforming may still utilize an identification sign meeting the provisions of this Section and Section 7.4.F, Sign Standards above.

I. Attached Signs

1. Attached Signs are commercial signs under this Section.
2. Attached Signs on any commercial building or tenant lease space shall not exceed a total of two and a half (2.5) square feet per linear foot of all public entry façades, with a maximum of 500 square feet of attached signage allowed for any one tenant. Multi-story businesses will be allowed 100 square feet of additional attached signage.
3. The division of allowable building signage amongst building tenants shall be the sole responsibility of the owner or property manager, and not the City of College Station.
4. Signs attached to features such as gasoline pumps, automatic teller machines, mail/package drop boxes, or similar on-site features, if identifiable from the right-of-way, as determined by the Administrator, shall count as part of the allowable sign area of the attached signs for the site. Information contained on such features pertaining to federal and state requirements, and operation/safety instructions are not counted. All other signage on such features shall count towards the allowable attached sign area.
5. Architectural elements, which are not part of the sign or logo and in no way identify the specific business tenant, shall not be considered attached signage.

6. An attached sign:
 - a. Shall advertise only the name of, uses of, or goods or services available within the building or tenant lease space to which the sign is attached;
 - b. Shall be parallel to the face of the building;
 - c. Shall not be cantilevered away from the structure;
 - d. Shall not extend more than one foot from any exterior building face, mansard, awning, or canopy;
 - e. Shall not obstruct any window, door, stairway, or other opening intended for ingress or for needed ventilation or light; and
 - f. Shall not be attached to any tree or public utility pole.

J. Development Sign

1. A Development Sign may be placed only on private property subject to the requirements in Section 7.4.F, Sign Standards above.
2. A Development Sign for a building project shall be removed if the project has not received a Building Permit at the end of twelve months. The Administrator may renew the sign permit for one additional twelve-month period upon request. Once a Building Permit for the project is received, the sign may stay in place until 75 percent of the project is leased or a permanent sign is installed, whichever comes first.
3. A Development Sign for a proposed subdivision shall be removed if a Preliminary or Final Plat has not been approved by the end of twelve months. The Administrator may renew the Sign Permit for one additional twelve-month period upon request. Once a plat has been approved, the Sign Permit is valid as long as a Preliminary Plat is in effect, or in the absence of a valid Preliminary Plat, for 24 months from the date of approval of a Final Plat.

K. Directional Traffic Control Sign

1. Directional Traffic Control Signs may be utilized as traffic control devices in off-street parking areas subject to the requirements set forth in Section 7.4.F, Sign Standards above.
2. For multiple lots sharing an access easement to public right-of-way, there shall be only one directional sign located at the curb cut.
3. Logo or copy shall be less than 50% of the sign area.
4. No Directional Traffic Control Sign shall be permitted within or upon the right-of-way of any public street unless its construction, design, and location have been approved by the City Traffic Engineer.

L. Flags

1. One freestanding corporate flag per premise, not to exceed 35 feet in height or 100 square feet in area, is allowed in multi-family, commercial, and industrial districts.
2. Flags used solely for decoration and not containing any copy or logo and located only in multi-family, commercial, and industrial districts or developments are allowed without a permit. In multi-family developments, such flags will be restricted to 16 square feet in area. In all permitted zoning districts such flags will be restricted to 30 feet in height, and the number shall be restricted to no more than 6 flags per building plot.

- 3. Flags containing commercial copy or logo, excluding the flags of any country, state, city, school, or church are prohibited in residential zones and on any residentially developed property (except when flags are used as Subdivision Signs).

M. Freestanding Commercial Signs

- 1. Any development with over 75 linear feet of frontage will be allowed one Freestanding Commercial Sign. All Freestanding Commercial Signs shall meet the following standards:

a. Allowable Area

Allowable Area For Freestanding Signs	
Frontage (Feet)	Maximum Area (s.f.)
0-75	Low Profile only
76-100	50
101-150	75
151-200	100
201-250	125
251-300	150
301-350	175
351-400	200
401-450	225
451-500	250
501-550	275
551-600+	300

b. Area

For the purposes of this Section, area shall be considered the area in square feet of a single-face sign, or one side of a double-face sign, or half the sides of a multi-face sign.

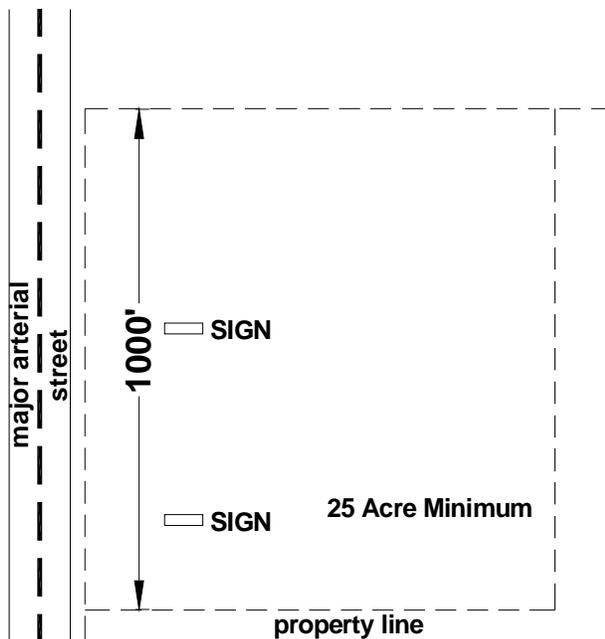
c. Frontage

- 1) For the purposes of this Section, frontage shall be considered the number of feet fronting on a public street to which a sign is oriented.
- 2) On corner lots, the frontage street shall be the greater street as classified on the thoroughfare plan. Where the two streets are classified the same, the applicant may choose the frontage street.

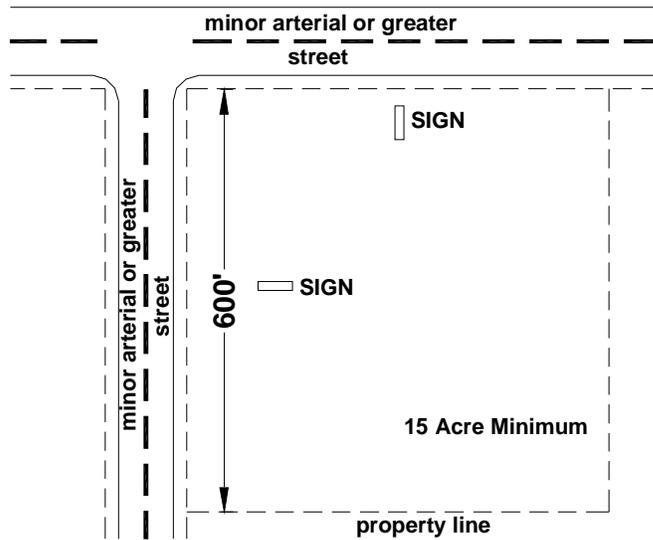
d. Allowable Height

- 1) The allowable height of a Freestanding Commercial Sign is determined by measuring the distance from the closest point of the sign to the curb or pavement edge and dividing this distance by two. No Freestanding Commercial Sign shall exceed 35 feet in height.
- 2) For the purposes of this Section, height of a sign shall be measured from the elevation of the curb or pavement edge.
- 3) For the purposes of this Section, the distance from curb shall be measured in feet from the back of curb or pavement edge to the nearest part of the sign.

2. Freestanding Commercial Signs are allowed only on developed commercial property established in the appropriate zones as set forth in Section 7.4.C, Summary of Permitted Signs. One freestanding sign shall be allowed in the A-P zone only when the premise has a minimum of two acres, subject to the requirements set forth in Section 7.4.F, Sign Standards. One Low Profile Sign shall be allowed in the A-P zone when the premise has less than two acres subject to the requirements set forth in Section 7.4.F, Sign Standards, above.
3. A premise with less than 75 feet of frontage shall be allowed to use one Low Profile Sign.
4. A premise with more than 75 feet of frontage shall be allowed to use standards for one Freestanding Commercial Sign located in Section 7.4.F, Sign Standards, rather than one Low Profile Sign.
5. A premise with more than 150 feet of frontage shall be allowed to use one Freestanding Commercial Sign or any number of Low Profile Signs as long as there is a minimum separation between signs of 150 feet. In lieu of one Low Profile Sign every 150 feet, hospital uses may have one low profile sign located at each driveway.
6. Premises with less than 75 feet of frontage may be combined in order to utilize signage corresponding to the resulting frontage as described in the preceding two paragraphs.
7. No more than one Freestanding Commercial Sign shall be allowed on any premises except when the site meets one of the following sets of criteria:
 - a. The building plot, as recognized on an approved Plat or Site Plan, must be 25 acres or more in area with at least 1,000 feet of continuous unsubdivided frontage on any major arterial street or higher (as classified on the Thoroughfare Plan) toward which one additional Freestanding Commercial Sign may be displayed (see diagram below); or



- b. The Building Plot, as recognized on an approved Plat or Site Plan, must be 15 acres or more in area with at least 600 feet of continuous unsubdivided frontage on any major arterial street or higher (as classified on the Thoroughfare Plan) and the site must have additional frontage on a street classified as a minor arterial or greater on the Thoroughfare Plan, toward which the additional Freestanding Commercial Sign may be displayed.



- 8. Any sign where two or more panels have separate supports extending to them shall be considered to be more than one Freestanding Commercial Sign, even where only one main support extends to the ground.
- 9. Sites with limited or no street frontage, due to a proliferation of pad sites, that are not contained within the building plot, as defined by the Administrator, and are fronting along a street classified as a collector or greater on the Thoroughfare Plan, will be allowed the area of the sign to be less than or equal to the square of one-sixth of the distance from the closest portion of the sign to the curb or pavement edge, with the maximum area not to exceed 200 square feet.
- 10. Any site defined as a single building plot, and containing one or more pad sites, shall be permitted to erect a Freestanding Commercial Sign in accordance with Section 7.4.M, Freestanding Commercial Signs, and to the standards of Section 7.4.M.1.a, Allowable Area, with the maximum area not to exceed 200 square feet. In addition, each pad site will be permitted to erect one Low Profile Sign per pad site according to the restrictions of 7.4.F, Sign Standards.

N. Fuel Price Signs

Facilities with fuel sales will be allowed one additional sign for the purposes of fuel pricing, either freestanding or attached, per premises.

- 1. The area of the fuel price sign shall not exceed 16 square feet.

2. Fuel pricing may be incorporated into the allowable square footage of a Freestanding Commercial Sign or Attached Sign.
3. This sign shall follow the setback requirements for a Freestanding Commercial Sign and shall not be located within the right-of-way.

O. Grand Opening Signs

1. Flags, commercial banners, and balloons, which advertise a business's grand opening, may be displayed for one consecutive 14-day period, selected by the business owner, within 60 days of the granting of the initial Certificate of Occupancy, a change in the use, or of a change in the name of the business. A permit is required.
2. A Commercial Banner:
 - a. Shall advertise only the name of, uses of, or goods or services available within the building, or tenant lease space, to which the sign is attached;
 - b. Shall be parallel to the face of the building;
 - c. Shall not be cantilevered away from the structure;
 - d. Shall not extend more than one foot from any exterior building face, mansard, awning, or canopy;
 - e. Shall not obstruct any window, door, stairway, or other opening intended for ingress or for needed ventilation or light; and
 - f. Shall not be attached to any tree, fence, or public utility pole.

P. Home Occupation Signs

1. A person having a legal home occupation may have one sign on the building or porch of a residence.
2. The sign may contain only the name and occupation of the resident.
3. It shall be attached directly to the face of the building or porch.
4. It shall not exceed two square feet in area, shall not be illuminated in any way, and shall not project more than 12 inches beyond the building.
5. No display of merchandise or other forms of commercial communication shall be allowed within a residential area, unless same are in existence prior to the adoption of this UDO in connection with a use that is presently. A person having a legal home occupation may have one sign on the building or porch of a residence.
6. Such a non-conforming sign may be maintained until the non-conforming use of the building ceases, subject to the requirements for maintenance herein. Discontinuance of the use of such a sign for more than three months shall prevent future use, even if the non-conforming use of the premises is continuous.

Q. Non-Commercial and Political Signs

This Section does not regulate the size, content, or location of non-commercial signs except as follows:

1. No commercial message shall be shown on any non-commercial sign.
2. No non-commercial sign:
 - a. May be greater than fifty square feet (50 sq.ft.) in size;
 - b. May be located within public road right-of-way of the State of Texas or the City of College Station;

- c. May be located off the premises of the property owner who is displaying the sign; and
 - d. May be located within any sight distance triangle as defined in Section 7.1.C, Visibility at Intersections in All Districts, or where determined by the Administrator as a location that would hinder intersection visibility. This provision is necessary to avoid clutter, proliferation, and dangerous distraction to drivers caused by close proximity of such signs to automobile traffic, to avoid damage to automobiles which may leave the paved surface intentionally or by accident, and to avoid the necessity for pedestrians to step into the roadway to bypass such signs. No regulatory alternative exists to accomplish this police power obligation.
- 3. In the event that any non-commercial sign is located in a public right-of-way of the State, the City shall remove it.
 - 4. All non-commercial signs addressing a particular event are allowed up to ninety (90) days prior to the event and shall be removed within ten (10) days after.

R. Real Estate/Finance/Construction Signs

- 1. One Real Estate Sign not exceeding 16 square feet in total area (exclusive of stakes and posts) may be erected at any time while a property is offered for sale or lease to the public. Properties with a minimum of 150 feet of frontage shall be allowed one Real Estate Sign not exceeding 32 square feet in total area. Properties with a minimum of two acres and frontage on two streets shall be allowed one real estate sign on each frontage street with the area of the sign to be determined by the amount of frontage as stated above.
- 2. One Finance Sign and three Construction Signs (for a total of four signs), not exceeding 16 square feet in total area each (exclusive of stakes and posts) may be erected once a building permit has been issued on a property. Properties with a minimum of ten acres and 1,000 feet of frontage shall be allowed one Finance Sign and three Construction Signs not exceeding 32 square feet in total area each.
- 3. Real Estate, Finance, and Construction Signs may be either attached or freestanding and only those visible from the street are limited in number.
- 4. All such signs shall be maintained by the persons in control of the premises so as to remain erect and in good repair. Such signs shall be removed by the property owner or other person in control of the premises if they are damaged, broken, or incapable of remaining erect.
- 5. Such signs must be removed by the owner or person in control of the premises when either the property has sold or been leased and/or when performance under the construction contract or subcontract (in the case of Construction Signs) has been completed. In all cases, Financing and Construction Signs shall be removed prior to issuance of a Certificate of Occupancy.

S. Roof Signs

- 1. Signs mounted to the structural roof shall be regulated as Freestanding Commercial Signs.
- 2. Painted or applied roof signs are prohibited.

T. Special Event Signs

1. Signs, including commercial banners and balloons, advertising or announcing a Special Event, as defined in Chapter 4, Section 4.B of the Code of Ordinances, are permitted as a part of the Special Event License and shall be limited to the property holding the event.
2. The Special Event Signage is allowed up to 14 days prior to the event and must be removed within 24 hours of the end of the event.

U. Vehicle Signs

1. Signs that are displayed on motor vehicles that are being operated or stored in the normal course of a business, such as signs indicating the name or the type of business, excluding all banners, that are located on moving vans, delivery trucks, trailers or other commercial vehicles are permitted; but only if the primary purpose of such vehicles is not for the display of the signs thereon, and only if such vehicles are parked or stored in areas appropriate to their use as commercial or delivery vehicles, such as service areas or locations close to the business building away from public traffic areas.
2. Signs or advertisements permanently attached to non-commercial vehicles, excluding all banners, are permitted.

V. Signs for Conditional Uses

1. Signs for Conditional Uses shall comply with the regulations for the zoning district in which the Conditional Use is permitted.
2. Signs for Conditional Uses in residential or agricultural zoning districts shall comply with Section 7.4.F Sign Standards, "Low Profile Signs."

W. Signs for Permitted Non-residential uses in Residential or Agricultural Districts

Signs for non-residential permitted uses in residential or agricultural zoning districts shall comply with Section 7.4.F Sign Standards, "Low Profile Signs."

X. Abandoned, Damaged, or Unsafe Signs

1. The provisions of this Section shall apply when in conflict with the provisions of the Building Code; but where the provisions of both ordinances are consistent, the enforcement of either shall be permissible and remedies or penalties cumulative.
2. Non-conforming signs that have become deteriorated or damaged to an extent that the cost of the reconstruction or restoration of such signs is in excess of 50 percent of its replacement value exclusive of foundations, will be required to be removed or brought into full compliance with the current sign regulations.
3. All abandoned signs and their supports shall be removed within 60 days from the date of abandonment. All damaged signs shall be repaired or removed within 60 days. The Administrator shall have authority to grant a 30-day time extension where he determines there is a reasonable necessity for same.
4. Discontinuance of use or removal of any non-conforming sign or any sign in connection with a non-conforming use shall create a presumption

ORDINANCE NO. _____

Page 16

of intent to abandon said sign. A non-conforming sign that is damaged and not repaired within 60 days shall be presumed to be abandoned.

5. When a building is demolished, the associated signs and sign structures shall also be removed.

Y. Signs in the Extraterritorial Jurisdiction

All off-premise and portable signs shall be prohibited within the Extraterritorial Jurisdiction of the City of College Station.”

**May 25, 2006
Regular Agenda
Spring Creek Comprehensive Plan Amendment**

To: Glenn Brown, City Manager

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

Agenda Caption: Public hearing, presentation, possible action and discussion on an amendment to the Comprehensive Land Use Plan for approximately 1.4 acres from Floodplain to Retail Regional for the area generally located southwest of the intersection of future Decatur Drive and future Arrington Road.

Recommendation(s): The Planning and Zoning Commission unanimously recommended approval of this item at its April 20th meeting. Staff is also recommending approval.

Summary: This item clarifies a discrepancy to the Comprehensive Plan in the Spring Creek area in preparation for a rezoning. The request involves a 1.4 acre tract of the floodplain that was not originally included in the initial amendment that was approved by Council in February. The property is currently zoned R-4, Multi-Family and retains a Floodplain designation.

In February, the Council approved a Comprehensive Plan amendment for property neighboring this area. At that time, Council approved changes from Residential Attached to Single Family Residential, Medium Density, Office, and Retail Regional. At the time of application of the subsequent rezoning, a discrepancy between the zoning boundaries and the Land Use plan boundaries was discovered.

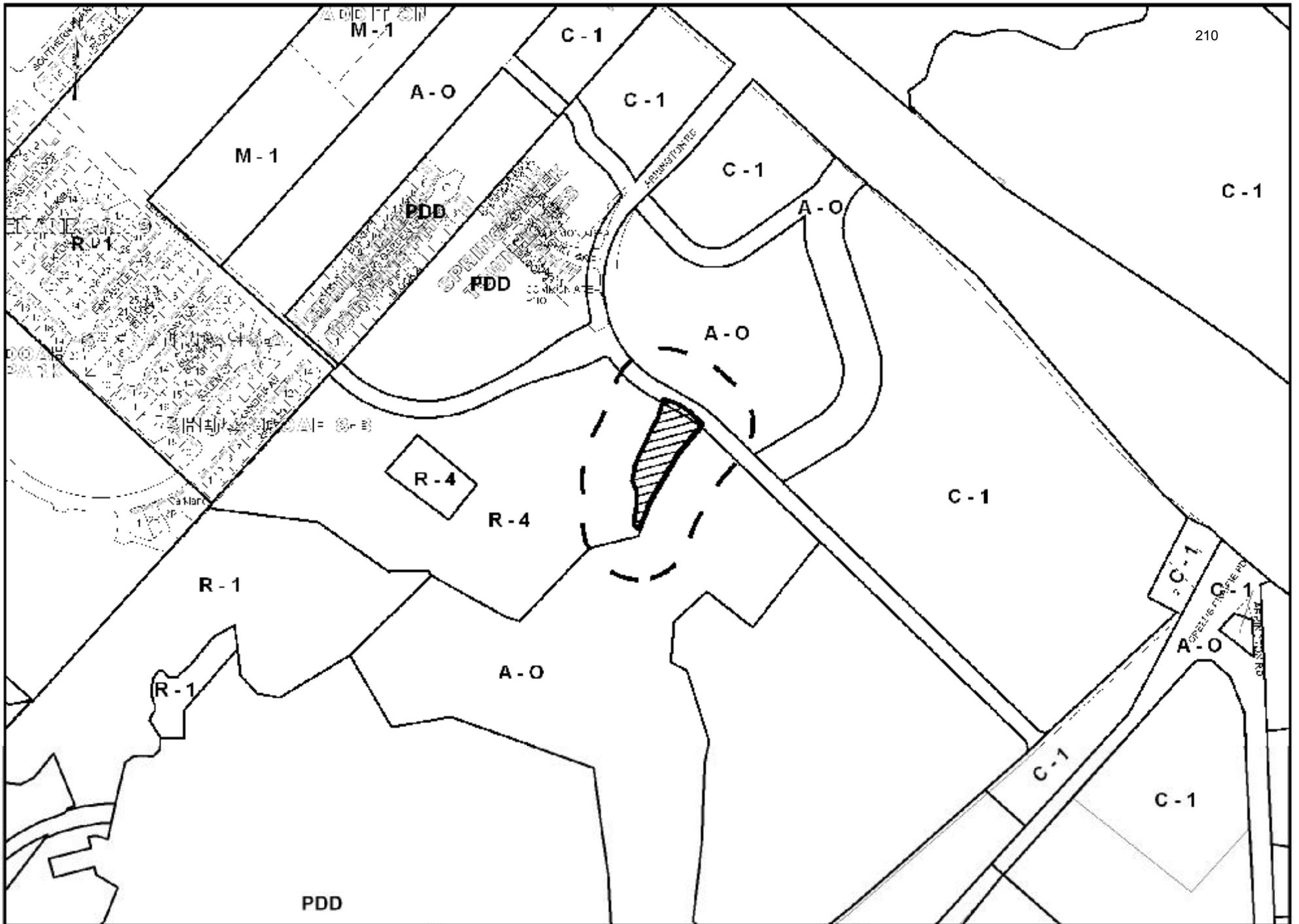
The subject area is currently zoned R-4, Multi-Family and developable for apartments, however, it does lie in the 100-year floodplain. The property was included in the 1997 Master Plan for Apartments and Duplexes. Over the years, amendments made to this area defined the Corps of Engineers conservation area, the approved land uses, and the alignment of a number of major thoroughfares across the entire tract. In 2001, the area was rezoned to its current configuration.

It was the intent of both Staff and the developer that the Land Use Plan would be amended to reflect the uses approved on the plan. However, these amendments were not made exactly as proscribed on the Master Plan. In 2003, an amendment to the Land Use and Thoroughfare Plan generally adopted the land uses approved with the Crowley Master Plan. However, the Floodplain area included both the Corps of Engineers area as well as any 100 year floodplain, despite having been identified and approved for development with the original Master Plan. This created a 1.4 acre tract of R-4 zoning which was approved for rezoning in 2001 that is incompatible with the Land Use Plan as adopted in 2003.

Budget & Financial Summary: N/A

Attachments:

1. Small Area Map (SAM) and Aerial Map
2. Proposed Changes Map
3. Planning and Zoning Commission Draft Minutes, April 20, 2006
4. Ordinance



DEVELOPMENT REVIEW

SPRING CREEK

Case:
06-69

COMP. PLAN
AMENDMENT

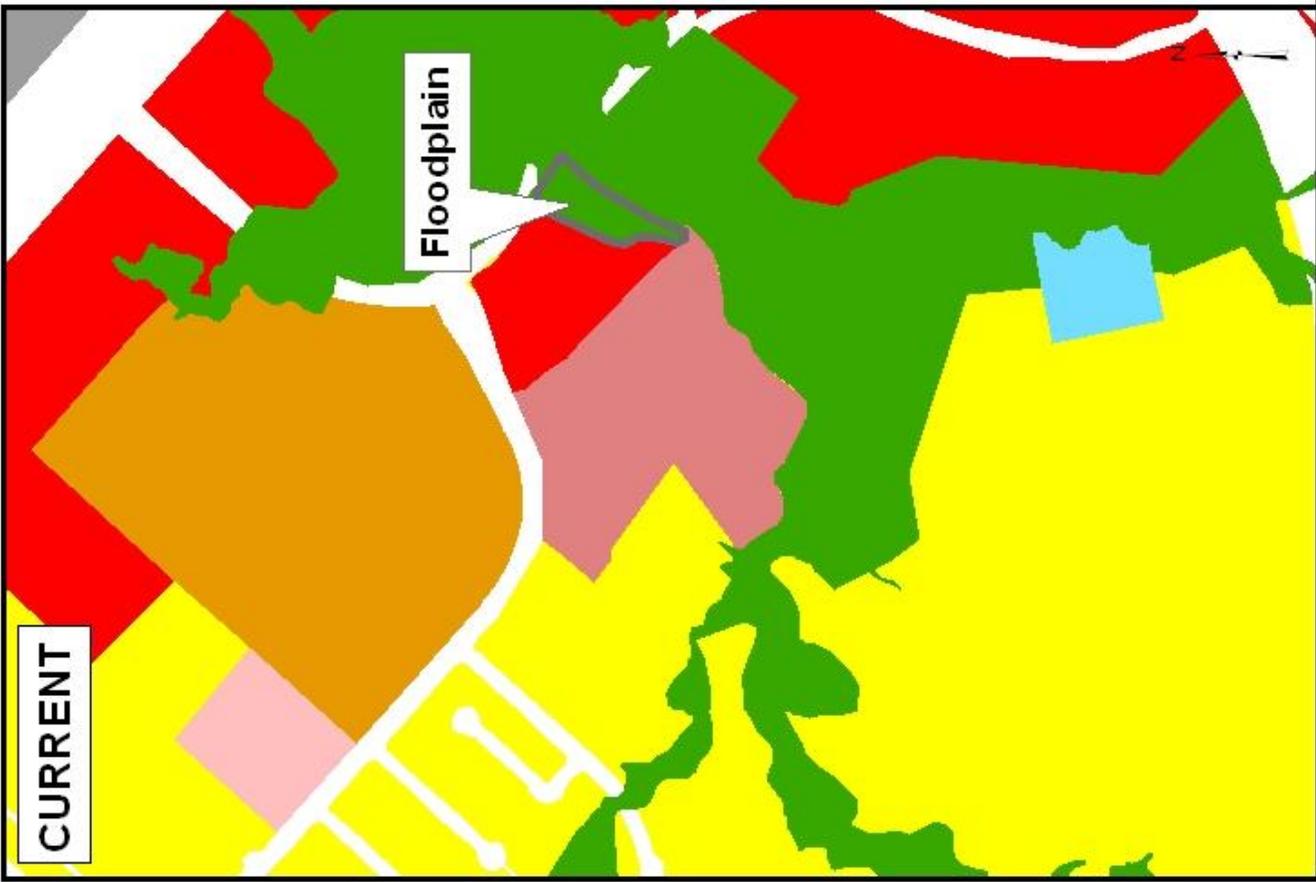
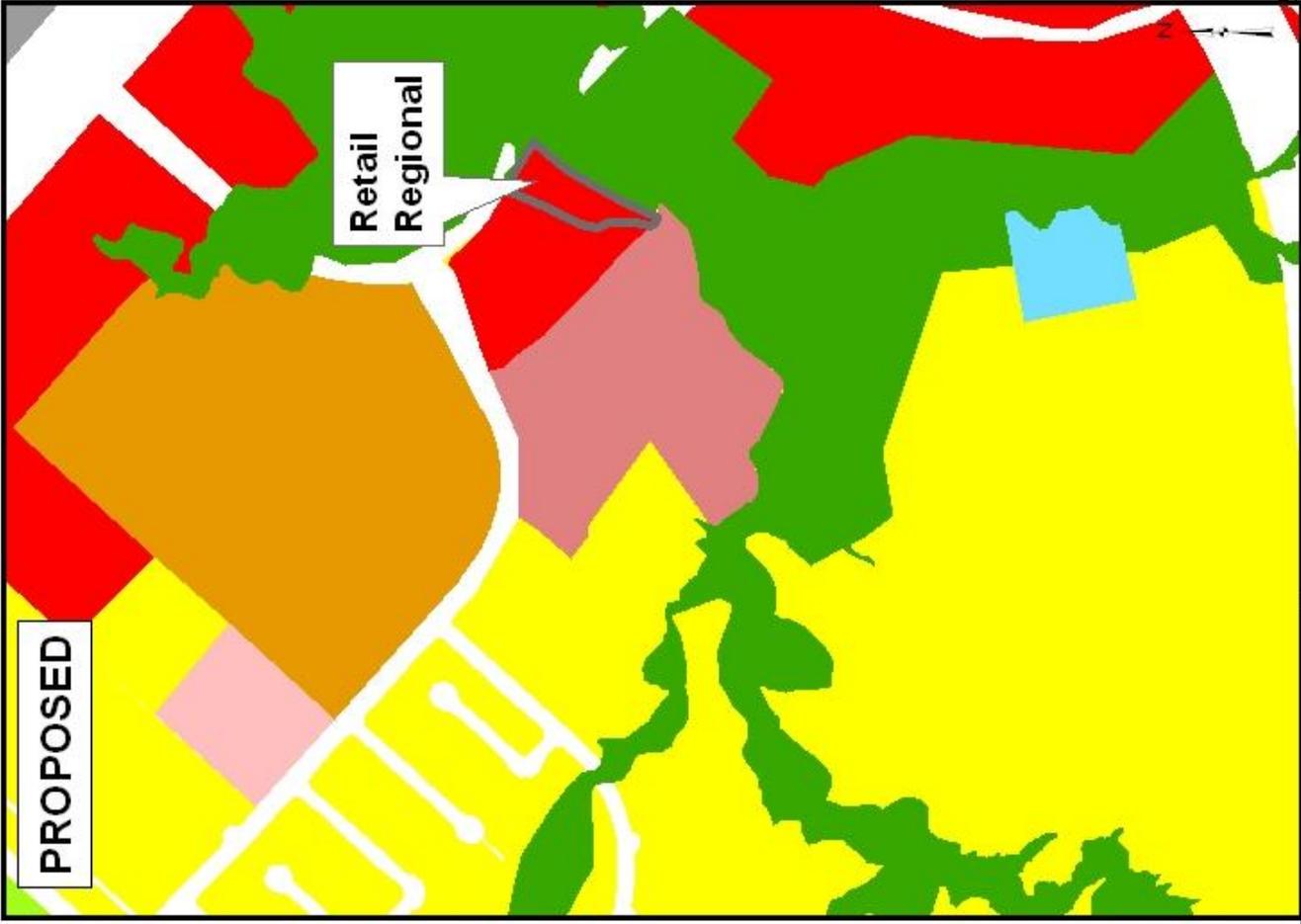


DEVELOPMENT REVIEW

SPRING CREEK

Case:
06-69

COMP. PLAN
AMENDMENT



Case: 06-29

Spring Creek

COMPREHENSIVE PLAN AMENDMENT

COMPREHENSIVE PLAN AMENDMENT

MINUTES
Planning and Zoning Commission
CITY OF COLLEGE STATION, TEXAS

April 20, 2006

COMMISSIONERS PRESENT: Chairman Scott Shafer, Dennis Christiansen, Bill Davis, John Nichols, Ken Reynolds, Marsha Sanford and Harold Strong.

COMMISSIONERS ABSENT: None.

CITY COUNCIL MEMBERS PRESENT: None.

STAFF PRESENT: Staff Planners Lindsay Boyer, Jennifer Reeves and Crissy Hartl, Senior Planners Jennifer Prochazka and Trey Fletcher, Assistant City Engineer Alan Gibbs, Graduate Civil Engineers Carol Cotter and Josh Norton, Transportation Planner Ken Fogle, Director Joey Dunn, Assistant Director Lance Simms, Planning Intern Casey Page, Staff Assistants Jessica Kramer and Lisa Lindgren, Assistant City Attorney Carla Robinson and OTIS Action Center Representative Brian Cooke.

9. Public hearing, presentation, possible action and discussion on an amendment to the Comprehensive Land Use Plan for approximately 1.4 acres from Floodplain to Retail Regional for the area generally located southwest of the intersection of future Decatur Drive and future Arrington Road. **Case #06-500069 (LB)**

Lindsay Boyer, Staff Planner, presented the item.

Chuck Ellison, 2902 Camille Drive, College Station, Texas and Joe Schulz, 3208 Ensbrook, College Station, Texas spoke in favor of the amendment to the Comprehensive Land Use Plan.

Commissioner Nichols motioned to approve the amendment to the Comprehensive Land Use Plan. Commissioner Christiansen seconded the motion, motion passed (7-0).

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING THE LAND USE PLAN FOR THE AREA GENERALLY LOCATED SOUTHEAST OF THE INTERSECTION OF ALEXANDRIA AVENUE AND DECATUR DRIVE, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That the "Comprehensive Plan of the City of College Station" be amended by amending the "Land Use Plan" 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 34 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 25th day of May, 2006.

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:



City Attorney

ORDINANCE NO. _____

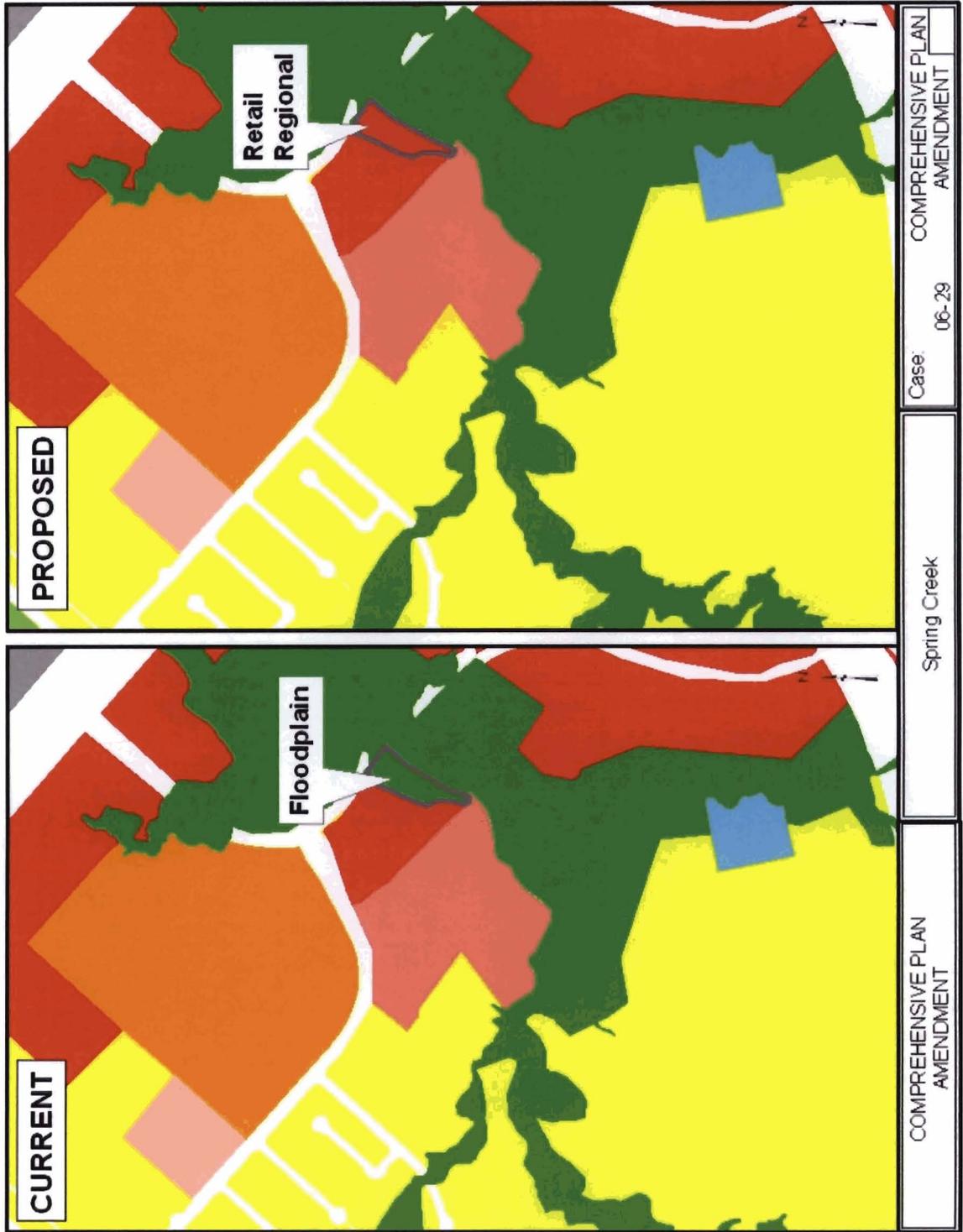
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EXHIBIT "A"
AMENDED AREA OF
COLLEGE STATION LAND USE MAP

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 1.4 acres generally located southeast of the intersection of Alexandria Avenue and Decatur Drive at the future intersection of Arrington Road and Decatur Drive is amended from Floodplain and Streams to Retail Regional, as shown on the attached Exhibit "B".

EXHIBIT "B"



**May 25, 2006
Regular Agenda
Spring Creek Rezoning**

To: Glenn Brown, City Manager

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

Agenda Caption: Public hearing, presentation, possible action, and discussion on a rezoning for Spring Creek consisting of 1 lot on 28.01 acres located at 4300 SH 6 South in the general vicinity of the future intersection of Decatur Drive and Arrington Drive, southwest of the existing intersection of Alexandria Avenue and Decatur Drive from R-4, Multi-family, A-O, Agricultural Open, and R-1, Single Family to R-1, Single Family Residential, A-P, Administrative Professional, and C-1, General Commercial.

Recommendation(s): The Planning and Zoning Commission unanimously recommended approval of this item at their April 20, 2006 meeting. Staff also recommends approval.

Summary: This request is following the Comprehensive Plan amendment for this area that was adopted in February by the City Council for Single Family Residential, Medium Density, Office, and Retail Regional on this tract. The subject property is currently zoned R-4, Multi Family, and is surrounded by R-1, Single Family Residential and A-O, Agricultural Open.

The proposed R-1 is located in the northern end of the property and wraps around the existing oil well and is approximately 7.8 acres. The proposed A-P will act as a buffer between the R-1 and C-1 uses. The A-P will make up 12.8 acres. The remainder of the southeast end of the property will be zoned C-1. The boundaries of the rezoning include areas of the R-1 and A-O area because of a change in the boundaries of the Conservation Easement after the original rezoning in 2001.

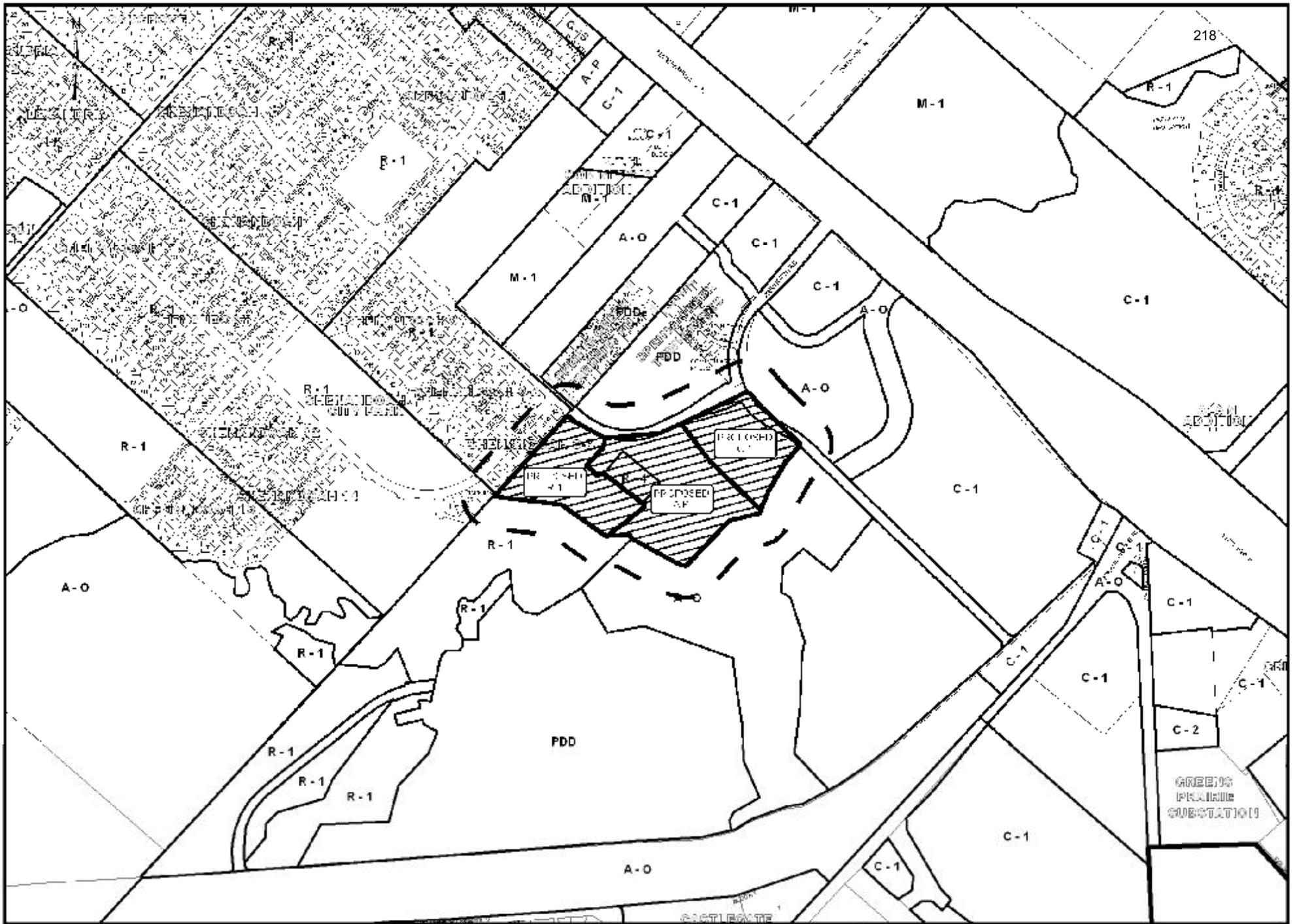
The Land Use Plan identifies this area for Single Family Residential, Medium Density, Office, Retail Regional, and Floodplain. The Floodplain area is 1.4 acres that the Council will also consider on May 25, 2006. The property has frontage on Decatur Drive and Arrington Road, both Major Collectors on the Thoroughfare Plan.

The property is surrounded by a Corps of Engineer Conservation Easement on all sides that does not front on a future public street. The subject property was annexed in 1983 and subsequently zoned A-O. In 2001, the property was rezoned to R-4 in compliance with the master plan. This property is located in the Spring Creek Impact Area for sewer. The property is currently unplatted.

Budget & Financial Summary: N/A

Attachments:

1. Small Area Map (SAM) and Aerial
2. Proposed Rezoning Map
3. Infrastructure and Facilities
4. Zoning District Fact Sheet, C-1, General Commercial
5. Zoning District Fact Sheet, A-P, Administrative Professional
6. Zoning District Fact Sheet, R-1, Single Family Residential
7. Planning and Zoning Commission Draft Minutes, April 20, 2006
8. Ordinance



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DEVELOPMENT REVIEW

SPRING CREEK GARDENS

Case: 06-29

REZONING

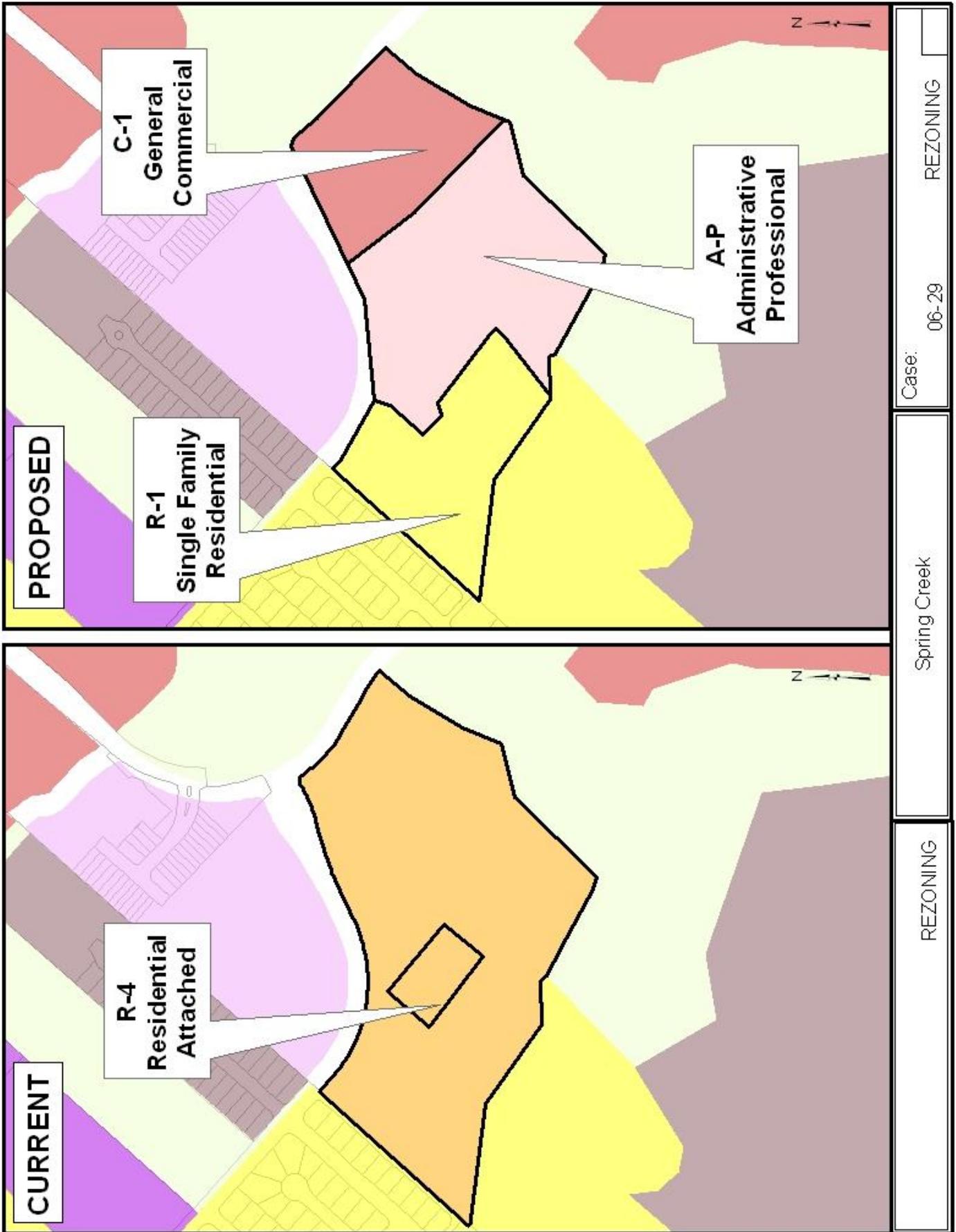


DEVELOPMENT REVIEW

SPRING CREEK GARDENS

Case:
06-29

REZONING



INFRASTRUCTURE AND FACILITIES

Water: Public water will be extended along thoroughfares and into property for domestic use and fire protection.

Sewer: The Spring Creek Impact Fee sewer line transects the area.

Streets: Decatur is shown as a minor collector on the T-fare Plan. Arrington is also designated a minor collector on the plan.

Off-site Easements: None.

Drainage: Drainage will be to Spring Creek. The regional detention pond was constructed to offset post-development drainage impacts to downstream areas.

Flood Plain: Floodplain occurs on the southern boundary of the property along the watercourse. A CLOMR has been approved by FEMA to relocate the floodplain after channel improvements and detention pond improvements have been completed.

Oversize request: The City currently has a Capital Improvement Project for the design and construction of Decatur Drive to Arrington Road and Arrington Road to its intersection with Greens Prairie.

Impact Fees: Sewer impact fees, 97-01, currently is assessed at \$349.55 per Living Unit Equivalent.

UNIFIED DEVELOPMENT ORDINANCE FACT SHEET

C-1 General Commercial

This district is designed to provide locations for general commercial purposes, that is, retail sales and service uses that function to serve the entire community and its visitors.

Permitted:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, Indoor Instruction
- Educational Facility, Outdoor Instruction
- Educational Facility, Primary & Secondary
- Educational Facility, Tutoring
- Educational Facility, Vocational / Trade
- Government Facilities
- Health Care, Hospital
- Health Care, Medical Clinic
- Parks
- Places of Worship
- Animal Care Facility -Indoor
- Art Studio / Gallery
- Conference / Convention Center
- Country Club
- Day Care, Commercial
- Drive-in / thru Window
- Dry Cleaners and Laundry
- Fraternal Lodge
- Funeral Homes
- Health Club / Sports Facility, Indoor
- Health Club / Sports Facility, Outdoor
- Hotels
- Offices
- Parking as a Primary Use
- Personal Service Shop
- Printing / Copy Shop
- Radio / TV station / studios
- Restaurants
- Retail Sales -Single Tenant over 50,000 SF
- Shooting Range, Indoor
- Theater
- Storage, Self Service
- Wireless Telecommunication Facilities -Unregulated

Permitted with Specific Use Standards:

- Fuel Sales
- Golf Course or Driving Range
- Car Wash
- Commercial Garden/Greenhouse/Landscape Maintenance
- Commercial Amusements
- Retail Sales and Service
- Sexually Oriented Business
- Vehicular Sales, Rental, Repair and Service

- Wholesales / Services
- Utilities
- Wireless Telecommunication Facilities -Intermediate

Permitted with a Conditional Use Permit:

- Night Club, Bar or Tavern
- Wireless Telecommunication Facilities - Major

UNIFIED DEVELOPMENT ORDINANCE FACT SHEET

A-P Administrative Professional

This district will accommodate selected commercial businesses that provide a service rather than sell products, either retail or wholesale. The uses allowed have relatively low traffic generation and require limited location identification.

Permitted Uses:

- Educational Facility, Indoor Instruction
- Educational Facility, Primary & Secondary
- Educational Facility, Tutoring
- Educational Facility, Vocational/Trade
- Governmental Facilities
- Health Care, Medical Clinics
- Parks
- Places of Worship
- Animal Care Facilities, Indoor
- Art Studio, Gallery
- Day Care, Commercial
- Offices
- Personal Service Shop
- Printing / Copy Shop
- Radio / TV station / studios
- Wireless Telecommunication Facilities - Unregulated

Permitted with Specific Use Standards:

- Dry Cleaners & Laundry
- Sexually Oriented Business
- Utilities
- Wireless Telecommunication Facilities—Intermediate

Permitted with a Conditional Use Permit:

- Parking as a Primary Use
- Wireless Telecommunication Facilities - Major

UNIFIED DEVELOPMENT ORDINANCE FACT SHEET

R-1 Single-Family Residential

This district includes lands planned for single-family residential purposes and accessory uses. This district is designed to accommodate sufficient, suitable residential neighborhoods, protected and/or buffered from incompatible uses, and provided with necessary and adequate facilities and services.

Permitted Uses:

- Single-family Detached
- Educational Facility, Primary & Secondary
- Parks
- Country Club
- Wireless Telecommunication Facility -Unregulated

Permitted with Specific Use Standards:

- Government Facilities
- Places of Worship
- Sexually Oriented Business
- Utility

MINUTES
Planning and Zoning Commission
CITY OF COLLEGE STATION, TEXAS

April 20, 2006

COMMISSIONERS PRESENT: Chairman Scott Shafer, Dennis Christiansen, Bill Davis, John Nichols, Ken Reynolds, Marsha Sanford and Harold Strong.

COMMISSIONERS ABSENT: None.

CITY COUNCIL MEMBERS PRESENT: None.

STAFF PRESENT: Staff Planners Lindsay Boyer, Jennifer Reeves and Crissy Hartl, Senior Planners Jennifer Prochazka and Trey Fletcher, Assistant City Engineer Alan Gibbs, Graduate Civil Engineers Carol Cotter and Josh Norton, Transportation Planner Ken Fogle, Director Joey Dunn, Assistant Director Lance Simms, Planning Intern Casey Page, Staff Assistants Jessica Kramer and Lisa Lindgren, Assistant City Attorney Carla Robinson and OTIS Action Center Representative Brian Cooke.

10. Public hearing, presentation, possible action, and discussion on a rezoning for Spring Creek consisting of 1 lot on 28.01 acres located at 4300 SH 6 S in the general vicinity of the future intersection of Decatur Drive and Arrington Drive, southwest of the existing intersection of Alexandria Avenue and Decatur Drive from R-4, Multi-family, A-O, Agricultural Open, and R-1, Single Family to R-1, Single Family Residential, A-P, Administrative Professional, and C-1, General Commercial. **Case #06-50029 (LB/CC)**

Lindsay Boyer, Staff Planner, presented rezoning and recommended approval.

Chuck Ellison, 2902 Camille Drive, College Station, Texas. Mr. Ellison spoke in favor of the rezoning.

Commissioner Christiansen motioned to approve the rezoning. Commissioner Davis 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 34 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 25th day of May, 2006.

APPROVED:

RON SILVIA, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:

City Attorney

ORDINANCE NO. _____

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EXHIBIT "A"

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

The following property is rezoned from R-4, Multi-Family to R-1, Single Family Residential:

Tract A

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN BRAZOS COUNTY, TEXAS, AND BEING SITUATED IN THE ROBERT STEVENSON SURVEY, A-54 AND BEING A PART OF THE SAME TRACT OF LAND DESCRIBED IN A DEED TO SPRING CREEK CS DEVELOPMENT, LTD., 62.18 ACRE TRACT, AS RECORDED IN VOL. 4712, PAGE 260, OF THE BRAZOS COUNTY OFFICIAL RECORDS (B.C.O.R.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT "B" AND SHOWN GRAPHICALLY IN EXHIBIT "E".

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

Tract B

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN BRAZOS COUNTY, TEXAS, AND BEING SITUATED IN THE ROBERT STEVENSON SURVEY, A-54 AND BEING A PART OF THE SAME TRACT OF LAND DESCRIBED IN A DEED TO SPRING CREEK CS DEVELOPMENT, LTD., 62.18 ACRE TRACT, AS RECORDED IN VOL. 4712, PAGE 260, OF THE BRAZOS COUNTY OFFICIAL RECORDS (B.C.O.R.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT "C" AND SHOWN GRAPHICALLY IN EXHIBIT "E".

The following property is rezoned from R-4, Multi-Family to A-P, Administrative Professional:

Tract C

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN BRAZOS COUNTY, TEXAS, AND BEING SITUATED IN THE ROBERT STEVENSON SURVEY, A-54 AND BEING A PART OF THE SAME TRACT OF LAND DESCRIBED IN A DEED TO SPRING CREEK CS DEVELOPMENT, LTD., 62.18 ACRE TRACT, AS RECORDED IN VOL. 4712, PAGE 260, OF THE BRAZOS COUNTY OFFICIAL RECORDS (B.C.O.R.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT "D" AND SHOWN GRAPHICALLY IN EXHIBIT "E".

ORDINANCE NO. _____

Page 3

EXHIBIT "B"



**METES AND BOUNDS DESCRIPTION
 OF A 7.975 ACRE TRACT OF LAND
 OUT OF THE ROBERT STEVENSON SURVEY, A-54
 COLLEGE STATION
 BRAZOS COUNTY, TEXAS**

All that tract or parcel of land lying and being situated in Brazos County, Texas, and being situated in the Robert Stevenson Survey, A-54, and being a part of the same tract of land described in a deed to Spring Creek CS Development, Ltd., 62.18 acre tract, as recorded in Vol. 4712, Page 260, of the Brazos County Official Records(B.C.O.R.), and being more particularly described by metes and bounds as follows with all control referred to the 1983 Texas State Plane Coordinate System, Lambert Projection, Central Zone:

COMMENCING at a fence post found for the north corner of said 62.18 acre tract, as recorded in Vol. 4712, Page 260, of the B.C.O.R., also being a point in the southwest right-of-way line of State Highway No. 6, also being the east corner of the John M. Lawrence, III, 247.46 acre tract, as recorded in Volume 929, Page 216, of the B.C.O.R., having a Texas State Plane Coordinate Value of X= 3,576,278.52(E), Y = 10,192,792.33 (N)

THENCE South 41°32'10" West, a distance of 2095.65 feet across said 62.18 acre tract to a 5/8" iron rod set for the north corner of this tract for the **PLACE OF BEGINNING**, also being a south corner of Shenandoah Phase 8A, as recorded in Vol. 5923, Page 201, of the B.C.O.R., also being the west corner of Shenandoah Phase 8B, as recorded in Vol. 6046, Page 257, of the B.C.O.R.;

THENCE severing said 62.18 acre tract for the following calls:

South 47°57'17" East, a distance of 50.26 feet to a 5/8" iron rod set for a point of curvature;

Around a curve to the left having a delta angle of 26°50'14", an arc distance of 250.59 feet, a radius of 535.00 feet, and a chord of South 61°22'24" East, a distance of 248.31 feet to a 5/8" iron rod set for corner;

South 15°06'45" West, a distance of 63.41 feet to a 5/8" iron rod set for corner;

South 41°46'36" West, a distance of 163.21 feet to a 5/8" iron rod set for corner;

South 48°13'24" East, a distance of 97.79 feet to a 5/8" iron rod set for corner;

North 75°55'50" East, a distance of 42.36 feet to a 5/8" iron rod set for corner;

South 52°53'05" East, a distance of 329.07 feet to a 5/8" iron rod set for corner;

South 39°45'48" East, a distance of 23.05 feet to a 5/8" iron rod set for the east corner of this tract;

South 46°00'23" West, a distance of 31.09 feet to a 5/8" iron rod set for corner;

ORDINANCE NO. _____

South 52°01'41" West, a distance of 285.32 feet to a 5/8" iron rod set for corner, also being on the northeast line of a 22.097 acre Covenants and Restrictions tract, as recorded in Vol. 4125, Page 141, of the B.C.O.R.;

THENCE along the common line between this tract and said 22.097 acre tract for the following calls:

South 88°09'02" West, a distance of 16.62 feet to a 5/8" iron rod set for corner;

North 54°55'51" West, a distance of 359.52 feet to a 5/8" iron rod set for corner;

North 83°02'23" West, a distance of 451.99 feet to a 5/8" iron rod set for the west corner of this tract, also being a point on the southeast line of said Shenandoah Phase 8B;

THENCE North 43°04'07" East, a distance of 40.77 feet along the common line between this tract and said Phase 8B to a 5/8" iron rod set for corner;

THENCE North 41°43'50" East, a distance of 687.74 feet along the common line between this tract and said Phase 8B to the **PLACE OF BEGINNING** containing 7.975 acres.



Dante Carlomagno
Texas Registered Professional Land Surveyor NO. 1562
2005-12-12-commercial.doc
December 14, 2005

ORDINANCE NO. _____

Page 5

EXHIBIT "C"

**METES AND BOUNDS DESCRIPTION
OF A 7.197 ACRE TRACT OF LAND
OUT OF THE ROBERT STEVENSON SURVEY, A-54
COLLEGE STATION
BRAZOS COUNTY, TEXAS**

All that tract or parcel of land lying and being situated in Brazos County, Texas, and being situated in the Robert Stevenson Survey, A-54, and being a part of the same tract of land described in a deed to Spring Creek CS Development, Ltd., 62.18 acre tract, as recorded in Vol. 4712, Page 260, of the Brazos County Official Records(B.C.O.R.), and being more particularly described by metes and bounds as follows with all control referred to the 1983 Texas State Plane Coordinate System, Lambert Projection, Central Zone:

COMMENCING at a fence post found for the north corner of said 62.18 acre tract, as recorded in Vol. 4712, Page 260, of the B.C.O.R., also being a point in the southwest right-of-way line of State Highway No. 6, also being the east corner of the John M. Lawrence, III, 247.46 acre tract, as recorded in Volume 929, Page 216, of the B.C.O.R., having a Texas State Plane Coordinate Value of X= 3,576,278.52(E), Y = 10,192,792.33 (N)

THENCE South 21°08'07" West, a distance of 1739.17 feet across said 62.18 acre tract to a 5/8" iron rod set for corner for the **PLACE OF BEGINNING**, for the west corner of this tract;

THENCE severing said 62.18 acre tract;

North 64°17'20" East, a distance of 479.34 feet to a 5/8" iron rod set for a point of curvature;

Around a curve to the right having a delta angle of 81°43'22", an arc distance of 35.66 feet, a radius of 25.00 feet, and a chord of South 74°50'57" East, a distance of 32.71 feet to a 5/8" iron rod set for a point of compound curvature;

Around a curve to the left having a delta angle of 12°08'19", an arc distance of 113.34 feet, a radius of 535.00 feet, and a chord of South 40°03'25" East, a distance of 113.13 feet to a 5/8" iron rod set for a point of tangency;

South 46°07'28" East, a distance of 364.63 feet to a 5/8" iron rod set for the east corner of this tract;

THENCE South 40°25'58" West, a distance of 158.21 feet across said 62.18 acre tract, and continuing on the common line between this tract and a called 68.064 acre Conservation Zone, as recorded in Vol. 3926, Page 104, of the B.C.O.R. to a 5/8" iron rod set for corner;

THENCE along the common line between this tract and said 68.064 acre tract for the following calls:

South 30°23'20" West, a distance of 226.62 feet to a 5/8" iron rod set for corner;

South 21°41'46" West, a distance of 131.43 feet to a 5/8" iron rod set for the south corner of this tract;

ORDINANCE NO. _____

Page 6

THENCE severing said 62.18 acre tract for the following calls:

North 46°07'28" West, a distance of 476.59 feet to a 5/8" iron rod set for corner;

Around a curve to the right having a delta angle of 17°20'04", an arc distance of 313.13 feet, a radius of 1035.00 feet, and a chord of North 37°27'30" West, a distance of 311.94 feet to the **PLACE OF BEGINNING** containing 7.197 acres.



Dante Carlomagno
Texas Registered Professional Land Surveyor No. 1862
2006-02-28-tract3-7acres.doc
February 28, 2006

ORDINANCE NO. _____

Page 7

EXHIBIT "D"


**METES AND BOUNDS DESCRIPTION
 OF A 12.837 ACRE TRACT OF LAND
 OUT OF THE ROBERT STEVENSON SURVEY, A-54
 COLLEGE STATION
 BRAZOS COUNTY, TEXAS**

All that tract or parcel of land lying and being situated in Brazos County, Texas, and being situated in the Robert Stevenson Survey, A-54, and being a part of the same tract of land described in a deed to Spring Creek CS Development, Ltd., 62.18 acre tract, as recorded in Vol. 4712, Page 260, of the Brazos County Official Records(B.C.O.R.), and being more particularly described by metes and bounds as follows with all control referred to the 1983 Texas State Plane Coordinate System, Lambert Projection, Central Zone:

COMMENCING at a fence post found for the north corner of said 62.18 acre tract, as recorded in Vol. 4712, Page 260, of the B.C.O.R., also being a point in the southwest right-of-way line of State Highway No. 6, also being the east corner of the John M. Lawrence, III, 247.46 acre tract, as recorded in Volume 929, Page 216, of the B.C.O.R., having a Texas State Plane Coordinate Value of X= 3,576,278.52(E), Y = 10,192,792.33 (N)

THENCE South 33°23'04" West, a distance of 2,061.45 feet across said 62.18 acre tract to a 5/8" iron rod set for corner for the **PLACE OF BEGINNING**;

THENCE severing said 62.18 acre tract for the following calls:

THENCE around a curve to the left having a delta angle of 40°55'07", an arc distance of 382.08 feet, a radius of 535.00 feet, and a chord of North 84°44'55" East, a distance of 374.01 feet to a 5/8" iron rod set for a point of tangency;

THENCE North 64°17'26" East, a distance of 149.60 feet to a 5/8" iron rod set for the north corner of this tract;

THENCE around a curve to the left having a delta angle of 17°20'04", an arc distance of 313.13 feet, a radius of 1035.00 feet, and a chord of South 37°27'30" East, a distance of 311.94 feet to a 5/8" iron rod set for a point of tangency;

THENCE South 46°07'28" East, a distance of 476.59 feet to a 5/8" iron rod set for the east corner of this tract, also being a point on the south line of said 62.18 acre tract, also being a point on the north line of a called 68.064 acre Conservation Zone, as recorded in Vol. 3926, page 104, of the B.C.O.R.;

THENCE along the common line between this tract and said Conservation Zone for the following calls:

South 21°42'33" West, a distance of 25.51 feet to a 5/8" iron rod set for corner;

South 76°13'38" West, a distance of 208.00 feet to a 5/8" iron rod set for corner;

South 43°28'17" West, a distance of 419.89 feet to a 5/8" iron rod set for corner;

ORDINANCE NO. _____

North 73°21'42" West, a distance of 60.31 feet to a 5/8" iron rod set for corner;

North 61°16'05" West, a distance of 353.17 feet to a 5/8" iron rod set for corner, also being the east corner of the 22.097 acre Covenants and Restrictions tract, as recorded in Vol. 4125, Page 141 of the B.C.O.R.;

THENCE along the common line between this tract and said 22.097 acre tract for the following calls:

North 19°25'17" West, a distance of 24.61 feet to a 5/8" iron rod set for corner;

South 88°09'02" West, a distance of 145.95 feet to a 5/8" iron rod set for the west corner of this tract;

THENCE severing said 62.18 acre tract for the following calls:

North 52°01'41" East, a distance of 285.32 feet to a 5/8" iron rod set for corner;

North 46°00'23" East, a distance of 31.09 feet to a 5/8" iron rod set for corner;

North 39°45'48" West, a distance of 23.05 feet to a 5/8" iron rod set for corner;

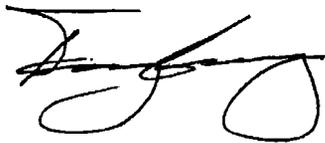
North 52°53'05" West, a distance of 329.07 feet to a 5/8" iron rod set for corner;

South 75°55'50" West, a distance of 42.36 feet to a 5/8" iron rod set for corner;

North 48°13'24" West, a distance of 97.79 feet to a 5/8" iron rod set for corner;

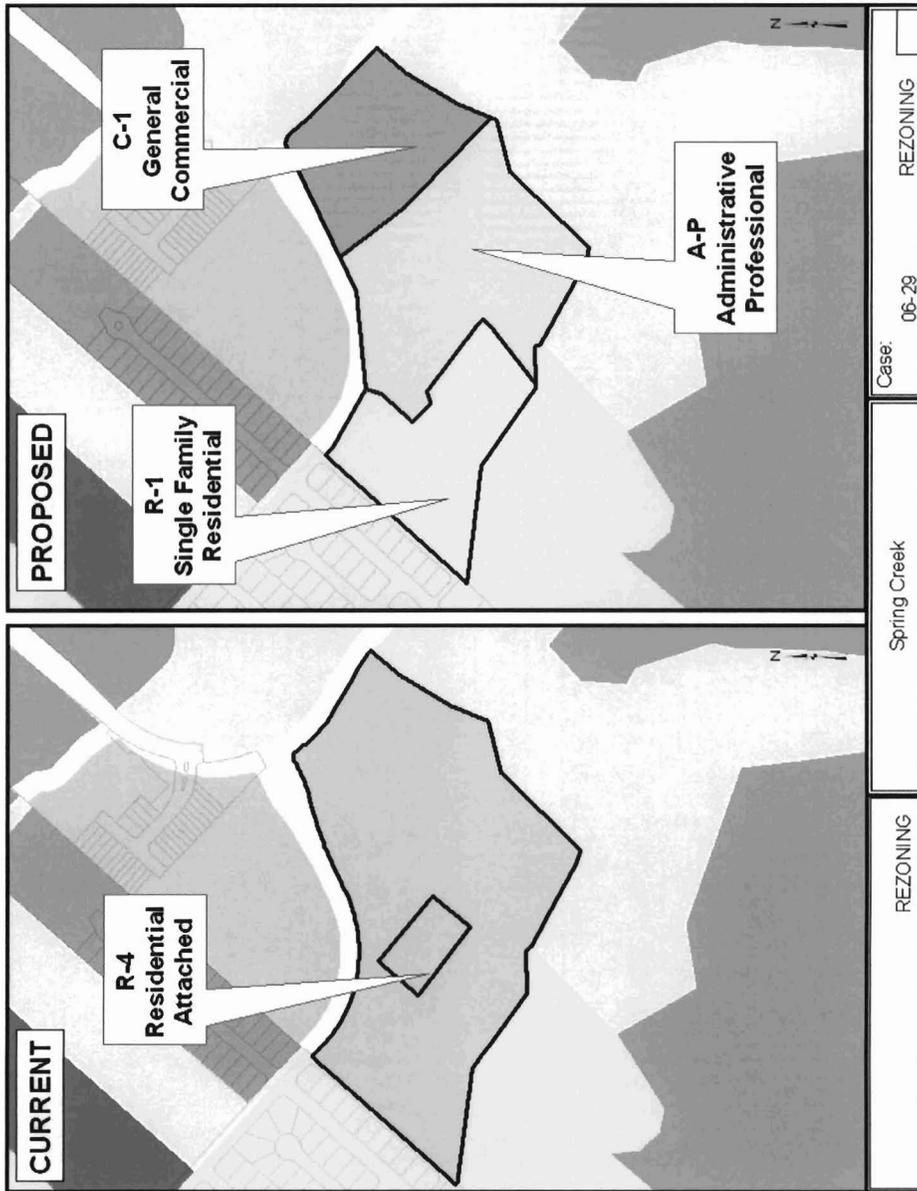
North 41°46'36" East, a distance of 163.21 feet to a 5/8" iron rod set for corner;

North 15°06'45" East, a distance of 63.41 feet to the **PLACE OF BEGINNING** containing 12.837 acres.



Dante Carlomagno
Texas Registered Professional Land Surveyor No. 1562
2006-02-28-tract2.doc
February 28, 2006

EXHIBIT "E"



**May 25, 2006
Regular Agenda
Dunlap Tract Rezoning**

To: Glenn Brown, City Manager

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

Agenda Caption: Public hearing, presentation, possible action, and discussion on a Rezoning from A-O Agricultural-Open to C-3 Light Commercial consisting of one lot on 3.67 acres located at the southeast corner of William D. Fitch Parkway (SH 40) and Barron Road.

Recommendation(s): The Planning & Zoning Commission voted unanimously to recommend approval on April 20, 2006. Staff also recommends approval of the rezoning.

Summary: The purpose of the rezoning request is to prepare the property for neighborhood retail compatible development.

According to the Land Use Plan, Neighborhood Retail uses are projected for the immediate southeast and northeast corners of SH 40 and Barron Road. Neighborhood Retail is described as "areas permitting neighborhood-scale development of tax-generating developments such as small retail centers, service commercial, restaurants, etc. These uses are generally dependent on good access to local arterials. The small retail centers in Northgate and Southside are examples of this use."

The subject parcel is at the corner of a minor arterial (Barron Road) and a freeway that is under construction (SH 40). Barron Road, presently two-lanes with bar ditches is projected for widening to a minor arterial cross section later this year. The construction of SH 40 is expected to be complete this summer. A grade separation is planned for this intersection in the future as traffic volumes increase. Stop signs will be installed for Barron Road by TxDOT in conjunction with the SH 40 project. Further traffic control measures in the area will be based on warrants.

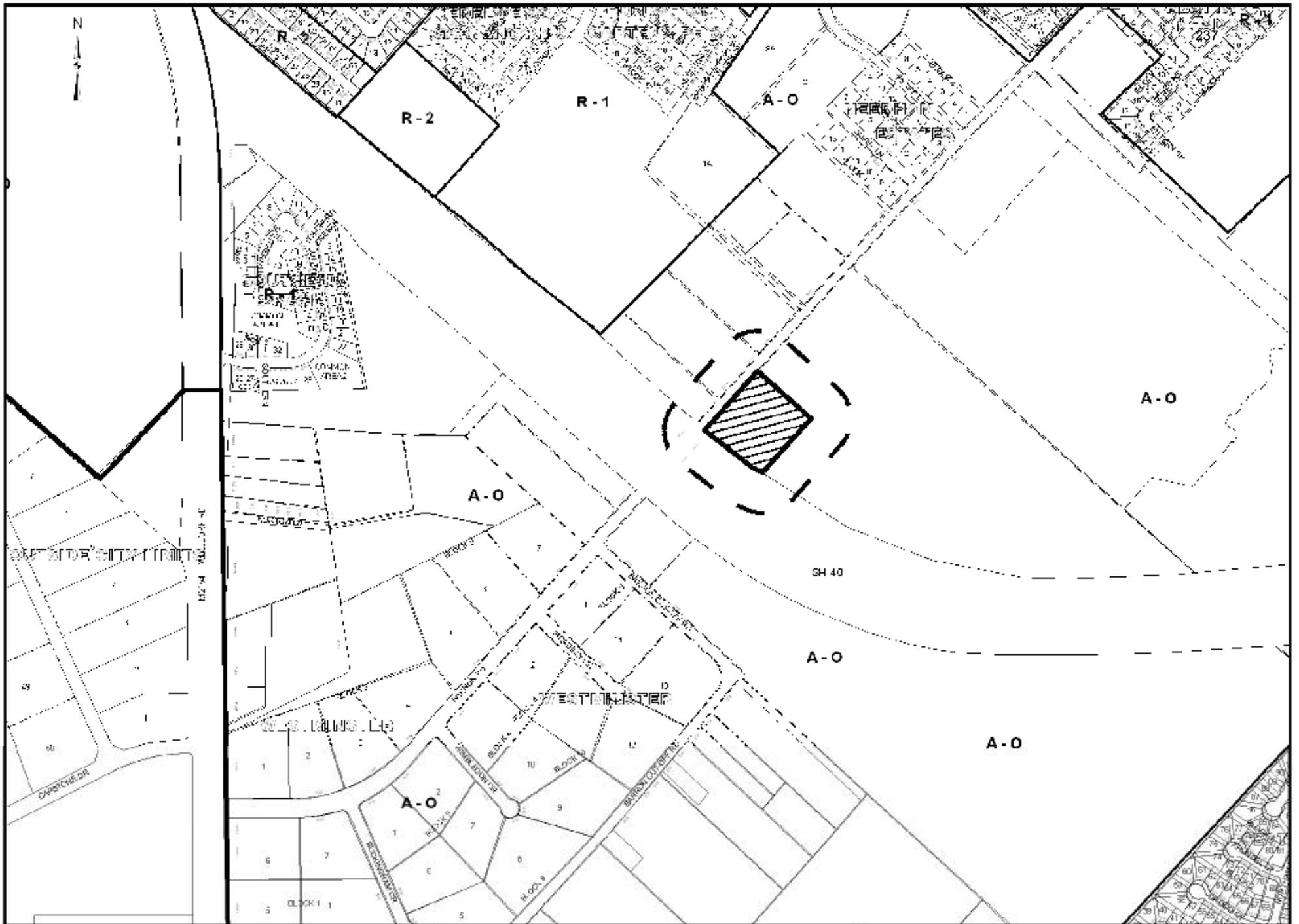
The most appropriate district to implement the Neighborhood Retail land use plan designation is C-3 Light Commercial as requested by the applicant. Section 7.9 Non-Residential Architectural Standards will apply to development within this zoning classification. The purpose of this district is "to provide locations for commercial sites that are too small for many permitted uses in the C-1 General Commercial District. These are moderately low traffic generators that have little impact on adjacent areas or adjacent thoroughfares." As a supplemental standard, "no C-3 zoning district, including adjacent C-3 zoning districts, shall exceed a combined total of five acres in area."

The subject parcel has public right-of-way on the west and north sides of the property and vacant land on the remaining that is zoned A-O but projected for Single-family Residential Medium Density uses.

Budget & Financial Summary: N/A

Attachments:

1. Small Area Map and Aerial
2. Infrastructure and Facilities
3. Item Background
4. Zoning Summaries
5. P&Z Minutes – April 20, 2006
6. Ordinance



DEVELOPMENT REVIEW

SH 40 & BARRON RD

Case:
06-500053

REZONING



DEVELOPMENT REVIEW

SH 40 & BARRON RD

Case:
06-500053

REZONING

INFRASTRUCTURE AND FACILITIES

Water: There are currently two proposed public water mains on the City of College Station Master Utility Plan, which affect this property. The proposed 18-in Master Utility Plan Water Main runs down Barron Rd. and the proposed 24-in Master Utility Plan Water Main runs down SH 40.

Sewer: The subject property is in the Spring Creek Sanitary Sewer Impact Fee Area (\$349.55/LUE). The public sanitary sewer main would need to be extended to serve this property.

Streets: The subject property will take access off SH 40 (Freeway) and Barron Rd (Minor Arterial). At time of plat any required ROW dedication or easement would need to be dedicated.

Off-site Easements: Easements may be required for water, sanitary sewer, drainage, and streets.

Drainage: The subject property is in the Spring Creek Drainage Basin.

Flood Plain: None

Oversize request: None known at this time.

Impact Fees: Spring Creek Sanitary Sewer Impact Fee Area (\$349.55/LUE)

Item Background:

This parcel was annexed in June 1995 and has been zoned A-O Agricultural-Open since. No rezoning requests have been previously sought for this parcel.

Related Advisory Board Recommendations: Not applicable.

Council Action Options: The Commission acts as a recommending body on the question of rezoning, which will be ultimately decided by City Council. The Commission options are:

1. Recommend approval of rezoning as submitted;
2. Recommend denial;
3. Table indefinitely; or,
4. Defer action to a specified date.

NOTIFICATION:

Legal Notice Publication(s): The Eagle; 4-4-2006 and -2006

Advertised Commission Hearing Dates(s): 4-20-2006

Advertised Council Hearing Dates: 5-25-2006

Number of Notices Mailed to Property Owners Within 200': 6

Response Received: None as of the date of the staff report.

From: A-O, Agricultural-Open:

PURPOSE: This district includes lands within the corporate limits of the City, which are not subdivided and are relatively undeveloped. This district is designed to be applied to land which is used for agricultural, very low-intensity residential, or open space uses, but which is projected in the Comprehensive Plan for conversion to more intensive urban uses at such time as community services are available and community needs for such uses are present. As such, it is a reserved area in which the future growth of the City can occur.

USES:

- *Manufactured Home
- Single-Family Detached
- Educational Facility, Outdoor Instruction
- *Governmental Facilities
- Parks
- *Places of Worship
- Agricultural Use, Barn or Stable for Private Stock
- Agricultural Use, Farm or Pasturage
- Agricultural Use, Farm Product Processing
- *Animal Care Facility, Outdoor
- *Commercial Garden/Greenhouse/Landscape Maintenance
- Country Club
- Golf Course or Driving Range
- *Utility
- *Wireless Telecommunication Facilities – Intermediate
- (C)Wireless Telecommunication Facilities – Major
- Wireless Telecommunication Facilities - Unregulated

To: C-3, Light Commercial:

PURPOSE: This district is designed to provide locations for commercial sites that are too small for many permitted uses in the C-1, General Commercial District. These are moderately low traffic generators that have little impact on adjacent areas or on adjacent thoroughfares. The following supplemental standards shall apply to this district:

1. No C-3 zoning district, including adjacent C-3 zoning districts, shall exceed a combined total of five acres in area.

USES:

- Educational Facility, Indoor Instruction
- Educational Facility, Primary & Secondary
- Governmental Facilities
- Health Care, Medical Clinics
- Parks
- Places of Worship
- Animal Care Facility, Indoor
- Art Studio/Gallery
- Day Care, Commercial
- *Dry Cleaners & Laundry
- *Fuel Sales
- Health Club/Sports Facility, Indoor
- Offices
- Personal Service Shop
- Printing/Copy Shop
- Radio/TV station/studios
- *Restaurants
- Retail Sales and Service
- *Utility
- *Wireless Telecommunication Facilities – Intermediate
- (C)Wireless Telecommunication Facilities – Major
- Wireless Telecommunication Facilities – Unregulated

MINUTES
Planning and Zoning Commission
CITY OF COLLEGE STATION, TEXAS

April 20, 2006

COMMISSIONERS PRESENT: Chairman Scott Shafer, Dennis Christiansen, Bill Davis, John Nichols, Ken Reynolds, Marsha Sanford and Harold Strong.

COMMISSIONERS ABSENT: None.

CITY COUNCIL MEMBERS PRESENT: None.

STAFF PRESENT: Staff Planners Lindsay Boyer, Jennifer Reeves and Crissy Hartl, Senior Planners Jennifer Prochazka and Trey Fletcher, Assistant City Engineer Alan Gibbs, Graduate Civil Engineers Carol Cotter and Josh Norton, Transportation Planner Ken Fogle, Director Joey Dunn, Assistant Director Lance Simms, Planning Intern Casey Page, Staff Assistants Jessica Kramer and Lisa Lindgren, Assistant City Attorney Carla Robinson and OTIS Action Center Representative Brian Cooke.

8. Public hearing, presentation, possible action, and discussion on a Rezoning from A-O Agricultural-Open to C-3 Light Commercial consisting of one lot on 3.67 acres located at the southeast corner of State Highway 40 and Barron Road. **Case #06-50053 (TF/JN)**

Trey Fletcher, Senior Planner, presented the rezoning and recommended approval.

Commissioner Nichols motioned to approve the rezoning. Commissioner Christiansen 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 34 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2006.

APPROVED:

RON SILVIA, Mayor

ATTEST:

Connie Hooks, City Secretary

APPROVED:

City Attorney

EXHIBIT "A"

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

The following property is rezoned from A-O Agricultural-Open to C-3 Light Commercial:

Field notes of a 3.67 acre tract or parcel of land, lying and being situated in the Robert Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas, and being part of the called 154 acre (net) tract described in the deed from Florence A. Brown to Beverly J. Furrer, Patricia J. Vogel and Thomas L. Brown, Jr., as recorded in Volume 854, Page 57, of the Official Records of Brazos County, Texas, and being also described as 158 acres in the deed from D. Brooks Cofer, Jr. and Don Dillon to Wayne A. Dunlap and Thomas L. Brown as recorded in Volume 283, Page 382, of the Deed Records of Brazos County, Texas and said 3.67 acre tract being more particularly described by metes and bounds in the attached Exhibit "B" and shown graphically in the attached Exhibit "C".

Wayne A. Dunlap
 Beverly J. Furrer
 Patricia J. Vogel
 Thomas L. Brown, Jr.
 3.67 Acre Tract Three
 Robert Stevenson Survey, A-54
 College Station, Brazos County, Texas

Field notes of a 3.67 acre tract or parcel of land, lying and being situated in the Robert Stevenson Survey, Abstract No. 54, College Station, Brazos County, Texas, and being part of the called 154 acre (net) tract described in the deed from Florence A. Brown to Beverly J. Furrer, Patricia J. Vogel and Thomas L. Brown, Jr., as recorded in Volume 854, Page 57, of the Official Records of Brazos County, Texas, and being also described as 158 acres in the deed from D. Brooks Cofer, Jr. and Don Dillon to Wayne A. Dunlap and Thomas L. Brown as recorded in Volume 283, Page 382, of the Deed Records of Brazos County, Texas, and said 3.67 acre tract being more particularly described as follows:

COMMENCING at the north corner of the beforementioned 158 acre tract in the center of Barron Road (County Road now in College Station - formerly known as Wellborn - Rock Prairie Public Road), from which a crosstie fence corner at the intersection of the northeast line of the 158 acre tract with the southeast line of Barron Road bears S 46° 02' 08" E - 26.21 feet, and a crosstie fence corner marking the east corner of the 158 acre tract bears S 46° 02' 08" E - 3422.41 feet;

THENCE S 44° 02' 45" E along the northwest line of the beforementioned 158 acre tract, same being along the centerline of the existing pavement of Barron Road for a distance of 733.33 feet to the **PLACE OF BEGINNING** of this description;

THENCE through the interior of the beforementioned 158 acre tract, as follows:

S 45° 57' 15" E	at a distance of 25.45 feet, pass a ½" iron rod set in the apparent southeast line of Barron Road, continue on for a total distance of 400.00 feet to a ½" iron rod set,
S 44° 02' 45" W	for a distance of 381.68 feet to a ½" iron rod set in the northeast right of way line of State Highway No. 40, from which a concrete monument with brass disc found bears S 55° 16' 58" E - 532.93 feet;

THENCE along the northeast right of way line of the beforementioned State Highway No. 40 (as described in the deed to the State of Texas as recorded in Volume _____, Page _____, of the Official Records of Brazos County, Texas), as follows:

N 55° 16' 58" W	for a distance of 58.96 feet to a concrete monument with brass disc found,
N 49° 04' 54" W	for a distance of 124.28 feet to a concrete monument with a brass disc found,
N 50° 01' 33" W	for a distance of 131.40 feet to a concrete monument with a brass disc found,
N 50° 58' 39" W	at a distance of 61.87 feet, pass a ½" iron rod set in the southeast line of Barron Road, continue on for a total distance of 86.99 feet to the northwest line of the 158 acre tract in the existing centerline of the pavement of Barron Road;

Wayne A. Dunlap
Beverly J. Furrer
Patricia J. Vogel
Thomas L. Brown, Jr.
3.67 Acre Tract Three
Robert Stevenson Survey, A-54
College Station, Brazos County, Texas
Continued - Page 2

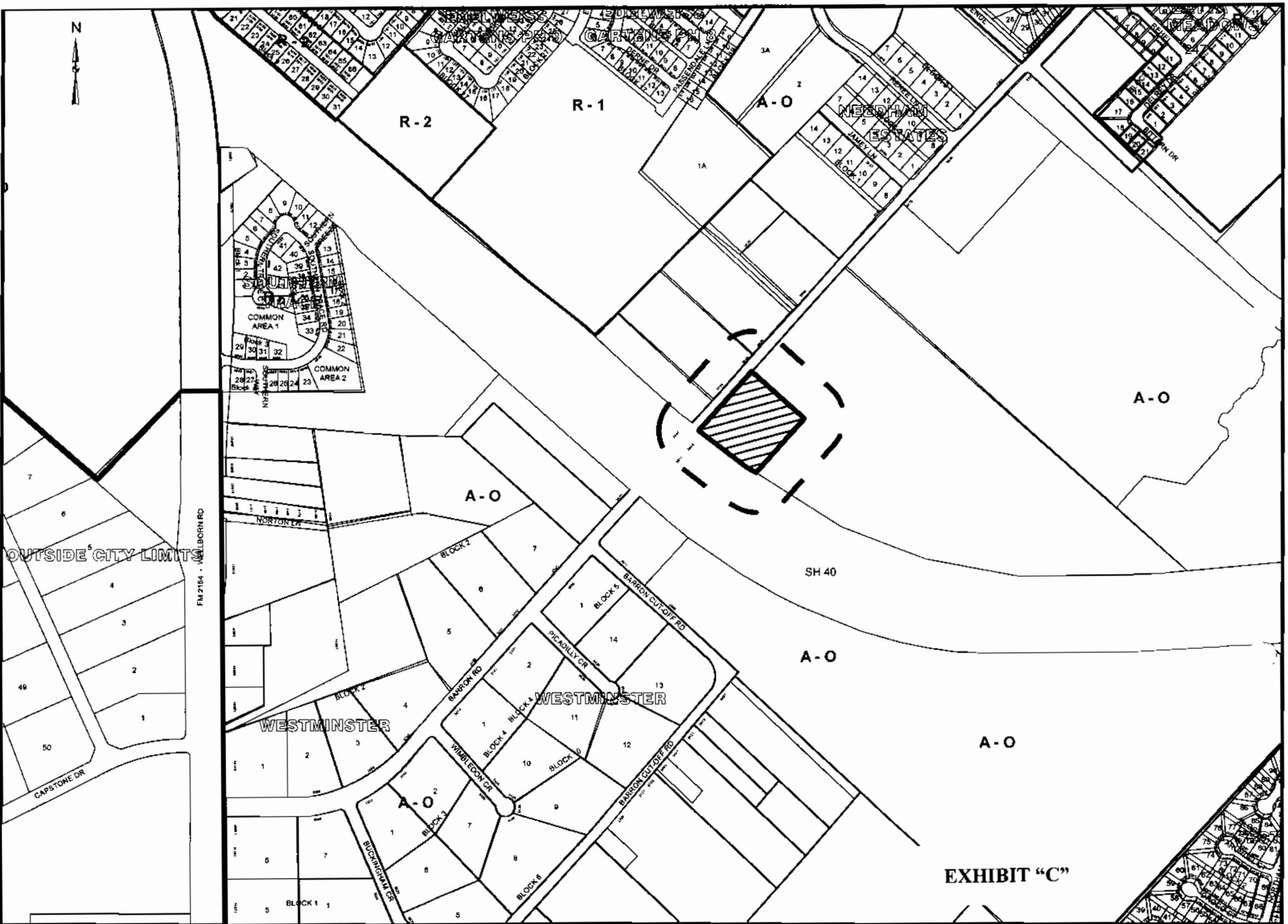
THENCE N 44° 02' 45" E along the northwest line of the beforementioned 158 acre tract and along the centerline of the existing pavement of Barron Road for a distance of 414.97 feet to the **PLACE OF BEGINNING**, containing 3.67 acres of land, more or less



Surveyed June 2003

By: 
S. M. Kling
R.P.L.S. No. 2003

Prepared 06/11/03
kes03-03a:\dunlap3.67ac.wpd



DEVELOPMENT REVIEW

SH 40 & BARRON RD

Case:
06-500053

REZONING

77

**May 25, 2006
Regular Agenda
Post Oak Mall / Verizon Cell Tower**

To: Glenn Brown, City Manager

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

Agenda Caption: Public hearing, presentation, possible action, and discussion on a Conditional Use Permit - Use & Site for a Verizon Wireless telecommunications tower located at 1500 Harvey Rd in the general vicinity of Post Oak Mall.

Recommendation(s): The Planning & Zoning Commission voted unanimously to recommend approval on May 4, 2006. Staff also recommends approval of the conditional use permit.

Summary: The purpose of the conditional use permit application is to facilitate the construction of an 80-foot stealth telecommunication tower.

The Land Use Plan shows Regional Retail for this site and surrounding areas on the south side of Harvey Road where the tower is proposed. The opposite side of Harvey Road is shown as Residential Attached and Regional Retail. Harvey Road / SH 30 is a Major Arterial on the Thoroughfare Plan. Because the proposed tower is considered stealth the required thoroughfare setback is not imposed. The "stealth" determination is based on the flagpole design and the context of the site, being an entrance to Post Oak Mall together with the method of screening of the cabinets behind a reconfigured sign. Conventional telecommunication towers would be required a setback of the tower height multiplied by a factor of three; in this case the resulting setback would be 240 feet. The stealth tower is proposed 25 feet from the property line along Harvey Road which is in compliance with the UDO. In addition, as a stealth tower, the tower separation requirement is not imposed. A conventional telecommunications tower would be required to satisfy a tower separation requirement of 3,500 feet. No additional landscaping is proposed on the site plan. The proposed site is currently 100 percent impervious surface. Landscaping (six canopy trees) does exist in the median area and will be maintained as is. According to the application, the tower base and associated cabinets will be screened by a wall to match the Post Oak Mall sign materials, and the affected sign lettering for Post Oak Mall will be relocated to the outer face of the wall.

Budget & Financial Summary: N/A

Attachments:

1. Small Area Map and Aerial
2. Infrastructure and Facilities
3. Item Background
4. P&Z Minutes – May 4, 2006
5. Ordinance



DEVELOPMENT REVIEW

VERIZON WIRELESS

Case:
06-500050

CONDITIONAL
USE PERMIT

INFRASTRUCTURE AND FACILITIES

Water: N/A

Sewer: N/A

Streets: Harvey Road / SH 30 is a Major Arterial on the Thoroughfare Plan.

Off-site Easements: N/A

Drainage: Surface drainage through the Post Oak Mall property.

Floodplain: This site is not within a floodplain.

Oversize request: N/A

Impact Fees: N/A

Item Background:

This site is zoned C-1 General Commercial and is platted. No recent development activity has occurred recently in the immediate vicinity.

Staff Analysis: Section 3.13 of the UDO authorizes the existence of conditional uses. The Commission may permit a conditional use subject to appropriate conditions and safeguards when, after public notice and hearing the Commission finds that:

(Staff comments are in italics)

1. "The proposed use meets all the minimum standards established in the ordinance for the type of use proposed."

Staff conducted a technical review and found general compliance with development regulations with the exception of the items listed below in the staff recommendation.

2. "That the proposed use meets the purposed and intent of the ordinance and is in harmony with the development policies and goals and objectives as embodied in the Comprehensive Plan for Development of the City.

This site is zoned C-1 General Commercial in compliance with the Comprehensive Plan which shows Regional Retail for this property. The proposed tower meets the definition of "stealth" per the UDO and should be encouraged as alternative to conventional telecommunication towers as appropriate.

3. "That the proposed use will not be detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants, nor be substantially or permanently injurious to neighboring property."

While the public hearing is an opportunity for the Commission / Council to measure the potential impact on surrounding land uses, this application and associated site plan is in compliance with the UDO.

The Commission may impose additional reasonable restrictions or conditions to carry out the spirit and intent of the ordinance and to mitigate adverse effects of the proposed use. These requirements may include, but are not limited to, increased open space, loading and parking requirements, additional landscaping, and additional improvements such as curbing, sidewalks and screening."

Unless the public hearing bring to light any new information indicating potential negative impacts, Staff recommends approval with Staff Review Comments.

Council Action Options: The Council has final authority over the Conditional Use Permit and associated site plan. The options regarding the use permit are:

1. Approval as submitted;

2. Approval with conditions relating to specific site characteristics or with time limitations;
3. Denial with specified reasons for denial;
4. Table; or,
5. Defer action to a specified date.

NOTIFICATION:

Legal Notice Publication(s): The Eagle; 4-18-06 and 5-9-06

Advertised Commission Hearing Dates(s): 5-4-06

Advertised Council Hearing Dates: 5-25-06

Number of Notices Mailed to Property Owners within 200': 21

Response Received: None as of date of staff report

Subject to Approval

MINUTES

Planning and Zoning Commission

CITY OF COLLEGE STATION, TEXAS

May 4, 2006

COMMISSIONERS PRESENT: John Nichols, Dennis Christiansen, Bill Davis, Ken Reynolds, Marsha Sanford and Harold Strong.

COMMISSIONERS ABSENT: Scott Shafer.

CITY COUNCIL MEMBERS PRESENT: None.

STAFF PRESENT: Staff Planners Lindsay Boyer, Jennifer Reeves and Crissy Hartl, Senior Planners Jennifer Prochazka and Trey Fletcher, Graduate Civil Engineers Carol Cotter and Josh Norton, Transportation Planner Ken Fogle, Acting Director Lance Simms, Staff Assistants Jessica Kramer and Deborah Grace, Assistant City Attorney Carla Robinson and OTIS Action Center Representative Brian Cooke.

9. Public hearing, presentation, possible action, and discussion on a Conditional Use Permit - Use & Site for a Verizon Wireless telecommunications tower located at 1500 Harvey Rd in the general vicinity of Post Oak Mall. Case #06-500050 (TF)

Trey Fletcher, Senior Planner, presented the Conditional Use Permit. He stated that it met all requirements and recommended approval.

No one spoke at the public hearing.

Commissioner Davis motioned to approve the Conditional Use Permit. Commissioner Strong seconded the motion, motion passed (6-0).

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE", SECTION 3.13, "DEVELOPMENT REVIEW PROCEDURES, CONDITIONAL USE PERMIT", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES AS DESCRIBED BELOW; DECLARING A PENALTY, AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 12, "Unified Development Ordinance", Section 3.13, "Development Review Procedures, Conditional Use Permit", of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 34 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this _____ day of _____ 2006.

ATTEST:

APPROVED:

Connie Hooks, City Secretary

RON SILVIA, MAYOR

APPROVED:

City Attorney

EXHIBIT "A"

That the Official Zoning Map of the City of College Station, Section 3.13, "Development Review Procedures, Conditional Use Permit", of Chapter 12, "Unified Development Ordinance", is hereby amended as follows:

That a Conditional Use Permit is hereby granted for a wireless transmission facility (WTF) as provided for in Chapter 12, "Unified Development Ordinance", Section 3.13, "Development Review Procedures, Conditional Use Permit", of the Code of Ordinances of the City of College Station. The property located at 1500 Harvey Road is granted a Conditional Use Permit for an 80-foot (80') wireless transmission facility which is classified as a major facility.

Conditions to the Conditional Use Permit:

1. No additional conditions specified.

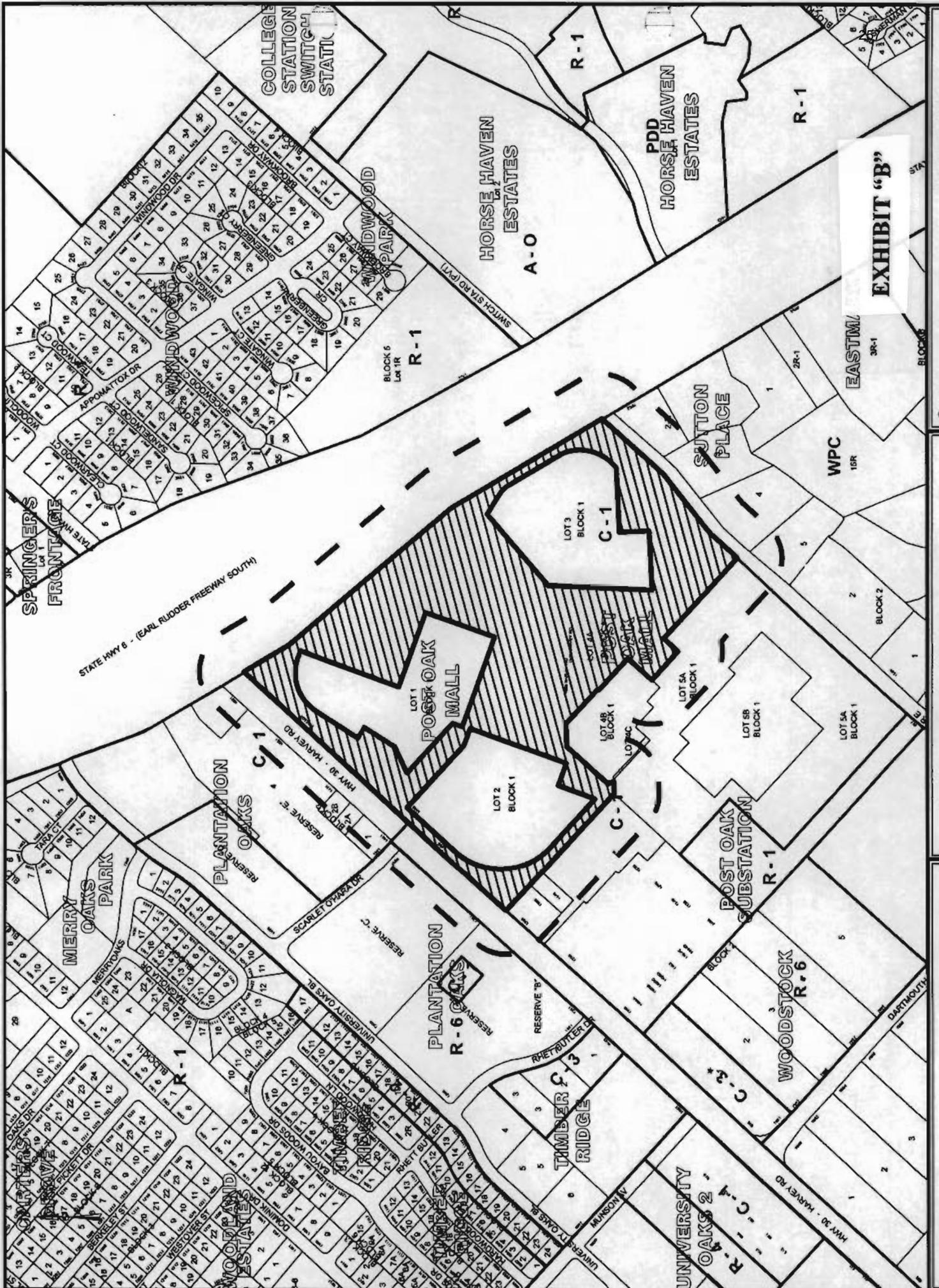


EXHIBIT "B"

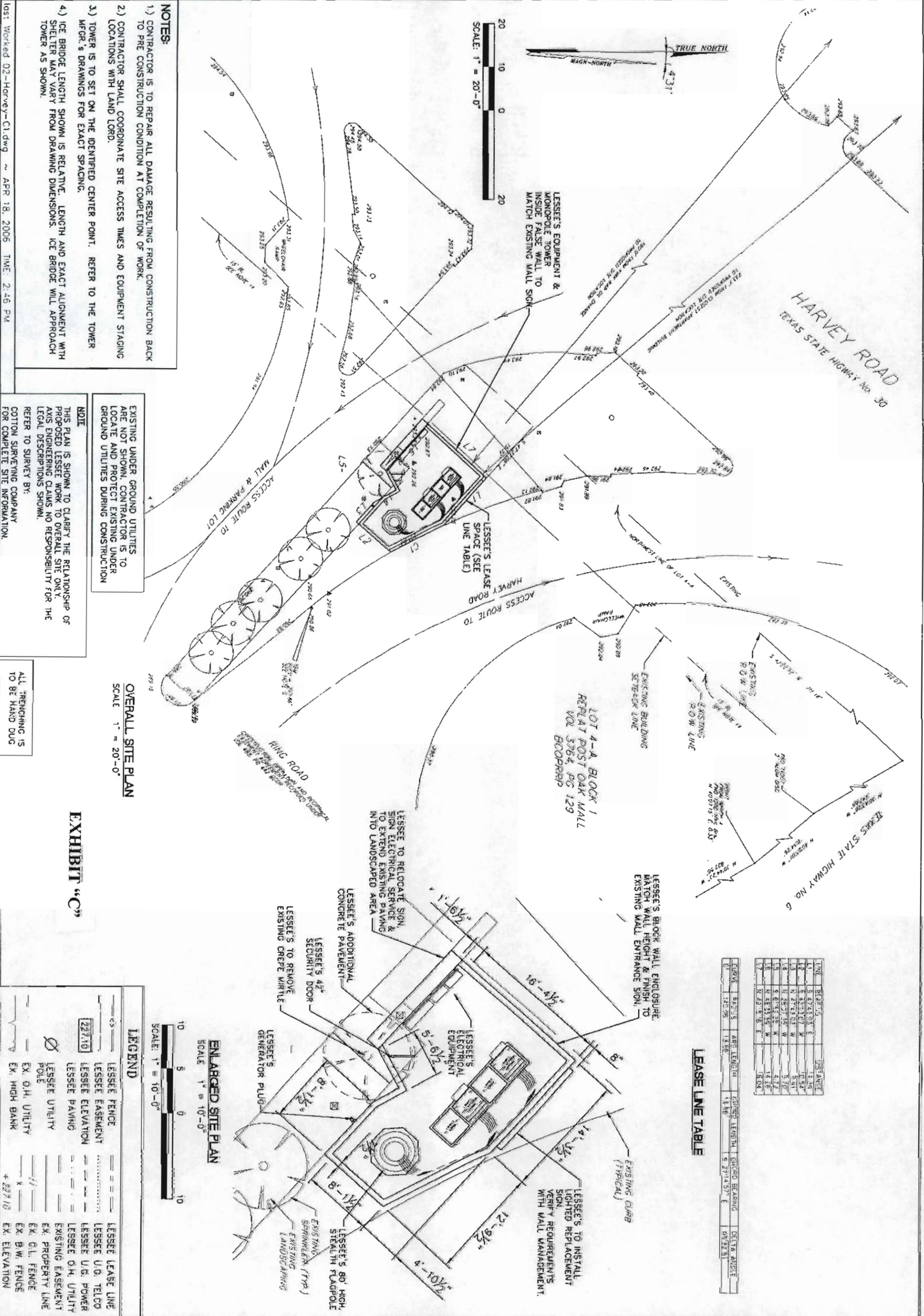
CONDITIONAL
USE PERMIT

Case: 06-500050

VERIZON WIRELESS

DEVELOPMENT REVIEW





HARVEY ROAD
TEXAS STATE HIGHWAY No. 30

TEXAS STATE HIGHWAY No. 6



LINE	BEARING	LENGTH	AREA	CHORD BEARING	DELTA ANGLE
1	S 42° 15' 00" E	12.00	1.10	S 42° 15' 00" E	0° 00' 00"
2	S 42° 15' 00" E	12.00	1.10	S 42° 15' 00" E	0° 00' 00"
3	S 42° 15' 00" E	12.00	1.10	S 42° 15' 00" E	0° 00' 00"
4	S 42° 15' 00" E	12.00	1.10	S 42° 15' 00" E	0° 00' 00"
5	S 42° 15' 00" E	12.00	1.10	S 42° 15' 00" E	0° 00' 00"
6	S 42° 15' 00" E	12.00	1.10	S 42° 15' 00" E	0° 00' 00"
7	S 42° 15' 00" E	12.00	1.10	S 42° 15' 00" E	0° 00' 00"
8	S 42° 15' 00" E	12.00	1.10	S 42° 15' 00" E	0° 00' 00"
9	S 42° 15' 00" E	12.00	1.10	S 42° 15' 00" E	0° 00' 00"
10	S 42° 15' 00" E	12.00	1.10	S 42° 15' 00" E	0° 00' 00"
11	S 42° 15' 00" E	12.00	1.10	S 42° 15' 00" E	0° 00' 00"
12	S 42° 15' 00" E	12.00	1.10	S 42° 15' 00" E	0° 00' 00"
13	S 42° 15' 00" E	12.00	1.10	S 42° 15' 00" E	0° 00' 00"
14	S 42° 15' 00" E	12.00	1.10	S 42° 15' 00" E	0° 00' 00"
15	S 42° 15' 00" E	12.00	1.10	S 42° 15' 00" E	0° 00' 00"
16	S 42° 15' 00" E	12.00	1.10	S 42° 15' 00" E	0° 00' 00"
17	S 42° 15' 00" E	12.00	1.10	S 42° 15' 00" E	0° 00' 00"
18	S 42° 15' 00" E	12.00	1.10	S 42° 15' 00" E	0° 00' 00"
19	S 42° 15' 00" E	12.00	1.10	S 42° 15' 00" E	0° 00' 00"
20	S 42° 15' 00" E	12.00	1.10	S 42° 15' 00" E	0° 00' 00"

LEASE LINE TABLE

- NOTES:**
- 1.) CONTRACTOR IS TO REPAIR ALL DAMAGE RESULTING FROM CONSTRUCTION BACK TO PRE CONSTRUCTION CONDITION AT COMPLETION OF WORK.
 - 2.) CONTRACTOR SHALL COORDINATE SITE ACCESS TIMES AND EQUIPMENT STAGING LOCATIONS WITH LAND LORD.
 - 3.) TOWER IS TO SET ON THE IDENTIFIED CENTER POINT. REFER TO THE TOWER MFR.'S DRAWINGS FOR EXACT SPACING.
 - 4.) ICE BRIDGE LENGTH SHOWN IS RELATIVE LENGTH AND EXACT ALIGNMENT WITH SHELTER MAY VARY FROM DRAWING DIMENSIONS. ICE BRIDGE WILL APPROACH TOWER AS SHOWN.

EXISTING UNDER GROUND UTILITIES ARE NOT SHOWN. CONTRACTOR IS TO LOCATE AND PROTECT EXISTING UNDER GROUND UTILITIES DURING CONSTRUCTION.

NOTE

THIS PLAN IS SHOWN TO CLARIFY THE RELATIONSHIP OF PROPOSED LESSEE WORK TO OVERALL SITE ONLY. AXIS ENGINEERING CLAIMS NO RESPONSIBILITY FOR THE LEGAL DESCRIPTIONS SHOWN. REFER TO SURVEY BY: COTTON SURVEYING COMPANY FOR COMPLETE SITE INFORMATION.

OVERALL SITE PLAN
SCALE 1" = 20'-0"

EXHIBIT "C"

ENLARGED SITE PLAN
SCALE 1" = 10'-0"

LEGEND

---	LESSEE FENCE	---	LESSEE LEASE LINE
---	LESSEE EASEMENT	---	LESSEE U.G. TELCO
---	LESSEE ELEVATION	---	LESSEE U.G. POWER
---	LESSEE PAVING	---	LESSEE O.H. UTILITY
---	LESSEE UTILITY	---	EXISTING LEASEMENT
---	LESSEE UTILITY POLE	---	EX. G.L. FENCE
---	EX. O.H. UTILITY	---	EX. B.W. FENCE
---	EX. HIGH BANK	---	EX. ELEVATION

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AXIS
ENGINEERING, INC.
6999 BOULEVARD
SUITE 100
HOUSTON, TEXAS 77060
PHONE 281-480-9907
FAX 281-480-9937
www.axis-engineering.com
axis project number:
01-050727-036

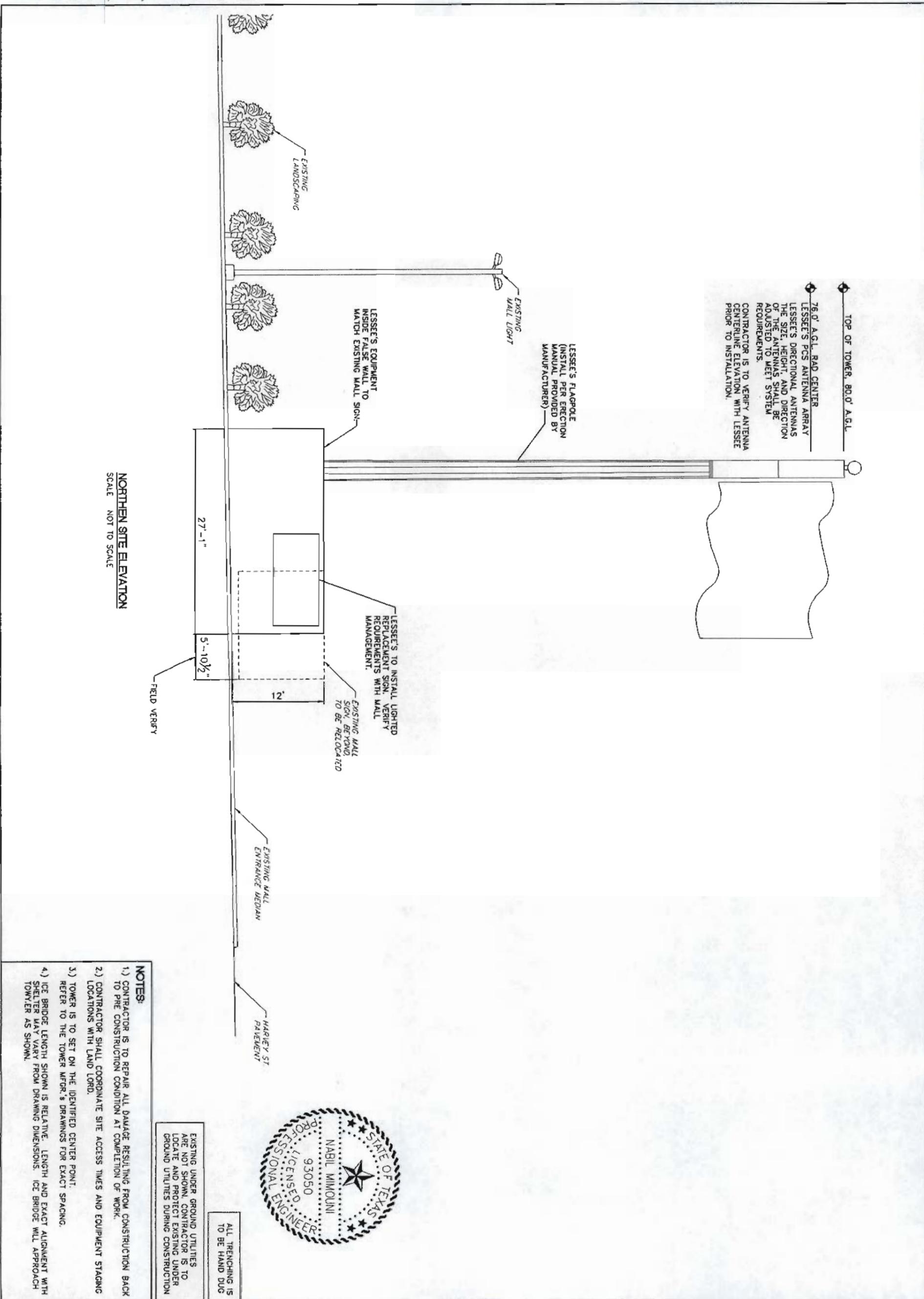
OVERALL SITE PLAN
VERIZON WIRELESS - TEXAS AREA
HARVEY B SITE

verizon
WIRELESS

VERIZON WIRELESS
14025 GARDNER RD.
HOUSTON, TEXAS
77065
(713) 507-1650
fax (713) 307-1618

DATE: 4/18/06
DRAWN BY: AS SHOWN
CHECKED BY: [Signature]
SCALE: AS SHOWN
TITLED: [Signature]

01-050727-036
S-4
TO PTZ



NORTHERN SITE ELEVATION
SCALE NOT TO SCALE

NOTES:

- 1.) CONTRACTOR IS TO REPAIR ALL DAMAGE RESULTING FROM CONSTRUCTION BACK TO PRE CONSTRUCTION CONDITION AT COMPLETION OF WORK.
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ALL TRENCHING IS TO BE HAND DUG



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VERIZON WIRELESS HARVEY	AXE ENGINEERING 6300 NORTH HOUSTON, TEXAS PHONE: 713-460- FAX: 713-460- www.axeengineer.com	SITE ELEVATION VERIZON WIRELESS - TEXAS AREA HARVEY - B SITE	VERIZON WIRELESS 14125 CICKERO RD HOUSTON, TEXAS 77095 (713) 507 1650	REVISIONS
	01-05072 DATE: 3-2-06 DRAWN BY: CLF CHECKED BY: NM DATE: 4-5-06 FILE NAME:	01-05072		

May 25, 2006
Regular Agenda
Resolution Calling for Public Hearing for TIRZ #16 (Convention Center)

To: Glenn Brown, City Manager

From: Charles Wood, Acting Director of Community and Economic Development

Agenda Caption: Presentation, possible action, and discussion on 1) acceptance of a landowners' petition for the designation of Reinvestment Zone #16 in the Northgate District as provided for under Chapter 311, Tax Code; and 2) a Resolution calling for a public hearing for the creation of Tax Increment Reinvestment Zone #16 as a tax increment financing zone.

Recommendation(s): Staff recommends acceptance of the petitions and approval of the Resolution.

Summary: This submittal by numerous property owners in the Northgate District meets state statute requirements to initiate the Tax Increment Financing process. The proposed Zone would be bounded on the west by Wellborn Road, on the east by South College, on the north by the city limits, and on the south by University Drive.

Prior to creating a Tax Increment Reinvestment Zone, a public hearing must be held. The public hearing is scheduled for June 22, 2006 at 7:00 p.m. in the City Council chambers.

This resolution serves two purposes:

- 1) Calls for the public hearing in the zone;
- 2) Notifies all taxing units of the City's intent to establish Reinvestment Zone #16 in Northgate;

Budget & Financial Summary: The Preliminary Project Plan and Finance Plan for the District are complete. The maximum total project cost to be funded through the TIF is estimated at \$25,000,000. Funds generated from the TIF, hotel/motel taxes generated from the project, and cash contributions will provide funding for the debt service for the convention center.

Attachments:

- 1) Resolution calling for a public hearing on Reinvestment Zone #16 (note: Attachment "2", the Preliminary Finance & Project Plan, may be viewed at the City Secretary's office)
 - a. Attachment 1 to Resolution
- 2) Petitions for the designation of Reinvestment Zone #16 (may be viewed at the City Secretary's office)

RESOLUTION NO. _____

A RESOLUTION CALLING A PUBLIC HEARING REGARDING THE CREATION OF CITY OF COLLEGE STATION REINVESTMENT ZONE NUMBER SIXTEEN (16) AS A TAX INCREMENT FINANCING ZONE, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of College Station (the "City") has received a petition requesting that the City designate an area of property as a reinvestment zone pursuant to the TAX INCREMENT FINANCING ACT, CHAPTER 311, TEXAS TAX CODE (the "Act"), which petition has been executed by the owners of property constituting at least fifty percent (50%) of the appraised value of the property in said area according to the 2005 Brazos County Appraisal roll; and

WHEREAS, the City desires to receive the comments of any interested person and of other taxing jurisdictions which levy property taxes within the proposed zone ("taxing units") regarding the establishment of such reinvestment zone; and

WHEREAS, the Act requires that the City notify the governmental body of each taxing unit of its intent to establish a reinvestment zone at least sixty (60) days prior to the date of the public hearing regarding the creation of such reinvestment zone; and

WHEREAS, the Act permits the City to request that the governmental body of each taxing unit waive the requirement hereinabove described so that such public hearing may be heard promptly; and

WHEREAS, other preliminary procedural steps must be adhered to prior to the establishment of a reinvestment zone; now, therefore,

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

- PART 1. That the passage of this Resolution evidences the intention of the City to create a reinvestment zone pursuant to the Act, with such reinvestment zone to be designated as "Reinvestment Zone Number Sixteen (16), City of College Station, Texas" (the "Zone"). The boundaries for the proposed Zone, a description of the tentative plans for the development of the proposed Zone, and an estimate of the general impact of the proposed Zone on property values and tax revenues are attached hereto as Exhibit "A", "B" and "C" and are incorporated herein.

RESOLUTION NO. _____

Page 2

PART 2. That a Public Hearing is hereby scheduled to be held before the College Station City Council on June 22, 2006, since all other taxing entities have agreed to waive the sixty (60) day notice requirement of the Act, for the purpose of receiving public comment on the proposed creation of the Zone, and its benefits or detriment to the City and to property in the proposed Zone.

PART 3. That not later than the seventh day before the date of the public hearing, the City Secretary shall cause notice of the public hearing to be published in the *Bryan College Station Eagle*, being a newspaper having general circulation in the City.

PART 4. That the City Manager or his designated representative is authorized to undertake other preliminary preparations and action in accordance with the Act.

PART 5. That this Resolution shall be effective immediately upon adoption.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, this 25th day of May, 2006.

ATTEST:

APPROVED:

CONNIE HOOKS, City Secretary

RON SILVIA, Mayor

APPROVED:

JEFF KERSTEN, Finance & Strategic
Planning Director



City Attorney

May 25, 2006
Regular Agenda
Board of Directors for the Brazos Valley Veterans Memorial

To: Glenn Brown, City Manager

From: Don Fazzino, Manager of Special Projects and Legislative Affairs

Agenda Caption: Presentation, possible action, and discussion regarding a possible appointment to the Board of Directors for the Brazos Valley Veterans Memorial, Inc.

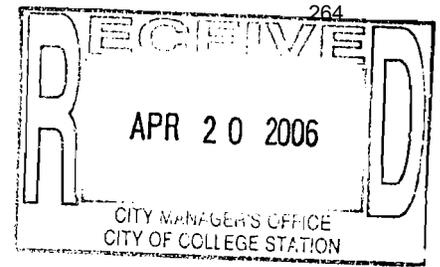
Recommendation(s): N/A

Summary: Per a letter received from Judge Al Jones on April 20, the Board of Directors of the Brazos Valley Veterans Memorial at a regular meeting in March of 2006 amended its by-laws to permit the appointment of one member from the City of College Station to its Board for a three-year term. The City has not had the opportunity to appoint a representative to this Board in the past.

Budget & Financial Summary: N/A

Attachments:

1. Letter from Judge Jones



April 17, 2006

Mayor Ron Silvia
City of College Station
1101 Texas Avenue
College Station, TX 77840

Dear Mayor Silvia:

The Board of Directors of the Brazos Valley Veterans Memorial, Inc., a not-for-profit charitable organization incorporated in accordance with the IRS 501c3 tax rules, at a regularly scheduled meeting in March of 2006, amended its by-laws to permit the appointment of one member for a three-year term from the city of College Station. We are leaving the method for the selection of said appointee up to you, but we hope you will appoint someone to the board of directors no later than May 30, 2006. You may notify me in writing of said appointment.

It is the mission of the Brazos Valley Veterans Memorial, Inc. to honor with dignity all veterans of the Brazos Valley, past, present and future, by constructing and maintaining the Brazos Valley Veterans Memorial located at Veterans Park, College Station, Texas.

If I can be of any assistance, please let me know.

Sincerely,

Al Jones
MG, USA (Ret)
President, BVVM